

83 195689

1983 OCT -3 PM 2:38

B4052 P1167

ASSIGNMENT

This instrument was prepared by:

William P. Hilar
319 Clematis St
W. Palm Beach FL

GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway H Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY H CONDOMINIUM ASSOCIATION, INC.

By:

Joyce Mercer
President

STATE OF FLORIDA

COUNTY OF PALM BEACH

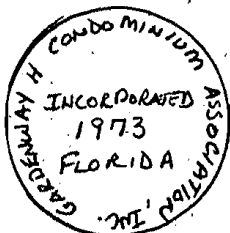
I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared Joyce Mercer and she well known to me to be the President and Secretary of GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Bernie S. Mann
Notary Public, State of Florida
at Large

My Commission Expires: 6/11/83

(SEAL)



AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY H CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway H Condominium to the GARDENWAY F, H, I, AND MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway H, a condominium, are specifically reserved.

GARDENWAY H CONDOMINIUM
ASSOCIATION, INC.

By: Joyce Mercer
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

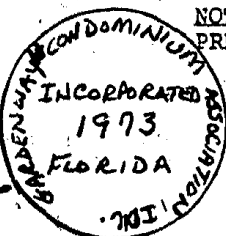
I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared Joyce Mercer and _____, well known to me to be the President and Secretary of GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 24th day of August, 1983.

John Pike
Notary Public, State of
Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 23, 1986
Bonded thru Cornelius, Johnson & Clark

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING



This is Not a Final Plat

SCHEDULE A

GARDENWAY H, a condominium

LEGAL DESCRIPTION

A portion of Lots A6 and A7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run East a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 39.42 feet to the Point of Beginning.

84052 P1169

1983 OCT -3 PM 2:38 83 195691

ASSIGNMENT

This instrument was Prepared by:
William P. Sklar
319 Clematis St
W. Palm Beach, FL

GARDENWAY J CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway J Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY J CONDOMINIUM ASSOCIATION, INC.

By George E. Hammond
President

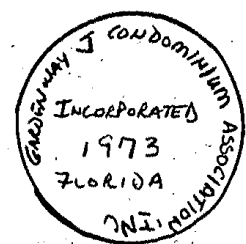
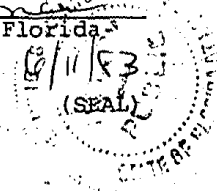
1360
W.C.
40

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared George E. Hammond and Barbara S. Monahan well known to me to be the President and Secretary of GARDENWAY J CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Monahan
Notary Public, State of Florida
at Large
My Commission Expires: 6/11/83



84052 P1173

AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY J CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY J CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway J Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway J, a condominium, are specifically reserved.

GARDENWAY J CONDOMINIUM
ASSOCIATION, INC.

By George E. Hammond
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared George E. Hammond and _____, well known to me to be the President and Secretary of GARDENWAY J. CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

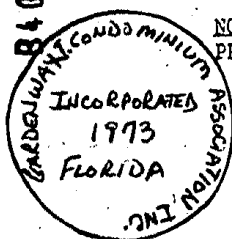
WITNESS my hand and official seal this 24th day of August, 1983.

John L. Liker
Notary Public, State of
Florida at Large
My Commission Expires: _____

Notary Public State of Florida at Large
My Commission Expires July 28, 1988
Bonded thru Cornelius Johnson & Clark

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

84052 P1174



This is Not a

SCHEDULE A

GARDENWAY J, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-7 and A-8, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8; thence run North (the South line of said Lot A-8 is assumed to bear East and all other bearings are relative thereto) along the West line of said Lot A-8 a distance of 27.52 feet to a point; thence run East a distance of 85.00 feet to a point; thence run North 86°00'00" East a distance of 81.06 feet to the Point of Beginning; thence run North 4°00'00" West a distance of 3.00 feet to a point; thence run North 86°00'00" East a distance of 86.66 feet to a point; thence run South 4°00'00" East a distance of 36.42 feet to a point; thence run South 86°00'00" West a distance of 14.33 feet to a point; thence run South 4°00'00" East a distance of 29.00 feet to a point; thence run South 86°00'00" West a distance of 8.00 feet to a point; thence run South 4°00'00" East a distance of 27.58 feet to a point; thence run South 86°00'00" West a distance of 42.00 feet to a point; thence run North 4°00'00" West a distance of 27.58 to a point; thence run South 86°00'00" West a distance of 8.00 feet to a point; thence run North 4°00'00" West a distance of 29.00 feet to a point; thence run South 86°00'00" West a distance of 14.33 feet to a point; thence run North 4°00'00" West a distance of 36.42 feet to the Point of Beginning.

B4052 P1175

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

83 195687

1983 OCT -3 PM 2:36

B4052 P1161

ASSIGNMENT

This instrument was Prepared by

William J. Jaskela

319 Alhambra St

W. Palm Beach FL

CITY AND STATE

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway F Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

By: William Jaskela
WILLIAM JASKELA President

STATE OF FLORIDA

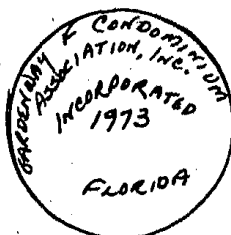
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared William Jaskela and Barbara S. Mann well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Mann
Notary Public, State of Florida
at Large
My Commission Expires: 6/11/83

(SEAL)



AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY F CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway F Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway F, a condominium, are specifically reserved.

GARDENWAY F CONDOMINIUM
ASSOCIATION, INC.

By William Jaskela
President

Attest
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared William Jaskela and , well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 24th day of August, 1983.

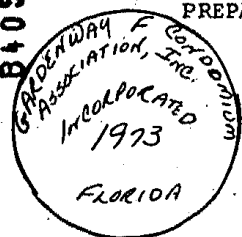
Blair Pike
Notary Public, State of
Florida at Large

My Commission Expires:

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

Notary Public State of Florida at Large
My Commission Expires July 29, 1988
Bonded thru Cornelius, Johnson & Clark

B4052 P1162



This is Not a Copy

SCHEDULE A

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

B4052 P1163

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

This instrument was Prepared by:

William P. Allen
319 Charlotte St
W. Palm Beach
 CITY AND STATE

ASSIGNMENT

GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway G Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY G CONDOMINIUM ASSOCIATION, INC.

By: Sally Dudenhoefer
 Sally Dudenhoefer President

STATE OF FLORIDA

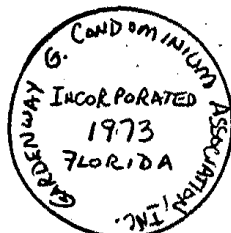
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared SALLY DUDENHOEFER and well known to me to be the President and Secretary of GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of
December, 1982.

Bernard M. Mann
 Notary Public, State of Florida
 at Large
 My Commission Expires: 6/1/83

(SEAL)



83 195688

1983 OCT -3 PM 2:38

B4052 P1164

AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY G CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway G Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway G, a condominium, are specifically reserved.

GARDENWAY G CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared Sally Dudenhoefer and [Signature], well known to me to be the President and Secretary of GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

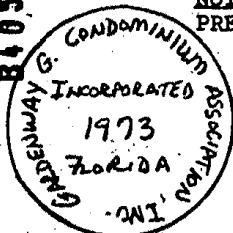
WITNESS my hand and official seal this 24th day of August, 1983.

[Signature]
Notary Public, State of
Florida at Large
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

B4052 P1165



This is not a contract

SCHEDULE A

GARDENWAY G, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

B4052 P1166

1983 OCT -3 PM 2:38 83 195690

84052 P11.70

This instrument was prepared by
William P. McLean
319 Chimes St
W. Palm Beach, FL

ASSIGNMENT

GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway I Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY I CONDOMINIUM ASSOCIATION, INC.

By: *Michael Wain*
President

1360
W.C. 40

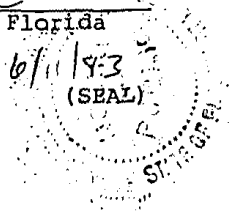
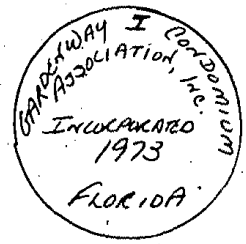
STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Wain and Barbara S. Mann well known to me to be the President and Secretary of GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Mann
Notary Public, State of Florida
at Large
My Commission Expires: 6/1/83
(SEAL)



AMENDMENT OF DECLARATION OF CONDOMINIUM

AND
CORRECTIVE ASSIGNMENT

GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY I CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway I Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway I, a condominium, are specifically reserved.

GARDENWAY I CONDOMINIUM
ASSOCIATION, INC.

By: Michael Wain
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a Notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael Wain and _____, well known to me to be the President and Secretary of GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

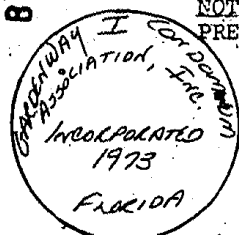
WITNESS my hand and official seal this 24th day of August, 1983.

Blair Lile
Notary Public, State of
Florida at Large
My Commission Expires:

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

84052 P1171



This is not a legal description

SCHEDULE A

GARDENWAY I, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-7 and A-8, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

84052 P1172



11/14/2003 16:29:26 20030711094

OR BK 16192 PG 1517

CERTIFICATE OF AMENDMENT Palm Beach County, Florida

Dorothy H. Wilken, Clerk

OF

DECLARATION OF CONDOMINIUM

OF

GARDENWAY CONDOMINIUM F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC.

The undersigned, being the duly elected and acting President of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a Florida corporation not-for-profit, does hereby certify that the following resolution was duly adopted by the Board of Directors and on 5th Nov, 2003, that a meeting of the members where a quorum was present, after due notice, also were approved and adopted by the votes indicated, for the purposes of amending the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, as originally recorded in Official Records Book 2133, Pages 1451 through 1491, Public Records of Palm Beach County, Florida:

1. The following resolution was approved by seventy-five (75%) percent of the Board of Directors and by the owners of at least seventy-five (75%) percent of the units:

RESOLVED:

That the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, be and is hereby amended, and the amendment is adopted in the form attached hereto as Exhibit "A" and made a part hereof.

GARDENWAY CONDOMINIUM F, G, H, I
and J Maintenance Association, Inc.

WITNESS

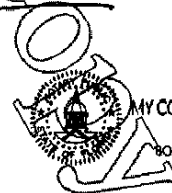
WITNESS

By: Michael Keesecker, President

Sworn to and subscribed before me this 5th day of NOVEMBER, 2003, by MICHAEL KEESECKER who is personally known to me or who produced as identification and who did take an oath.

Notary Public

My Commission expires: SEPT. 16, 2006



Alan R. Piecowicz
MY COMMISSION # DD138247 EXPIRES
September 16, 2006
BONDED THRU TROY FARM INSURANCE, INC.

83 195687

1983 OCT -3 PM 2:36

B4052 P1161

ASSIGNMENT

This instrument was Prepared by

William J. Jaskela

319 Alhambra St

W. Palm Beach FL

CITY AND STATE

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway F Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

By: William Jaskela
WILLIAM JASKELA President

STATE OF FLORIDA

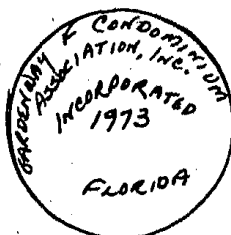
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared William Jaskela and Barbara S. Mann well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Mann
Notary Public, State of Florida
at Large
My Commission Expires: 6/11/83

(SEAL)



AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY F CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway F Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway F, a condominium, are specifically reserved.

GARDENWAY F CONDOMINIUM
ASSOCIATION, INC.

By William Jaskela
President

Attest
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared William Jaskela and , well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 24th day of August, 1983.

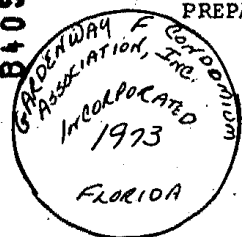
Blair Pike
Notary Public, State of
Florida at Large

My Commission Expires:

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

Notary Public State of Florida at Large
My Commission Expires July 29, 1988
Bonded thru Cornelius, Johnson & Clark

B4052 P1162



This is Not a Copy

SCHEDULE A

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

B4052 P1163

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

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

GARDENWAY CONDOMINIUM F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC.

This Amendment, made this 5 day of NOV, 2003 by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of Gardenway Condominium G, H, I, and J Maintenance Association, Inc.

11/14/2003 16:29:26 20030711095
OR BK 16192 PG 1518
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

WHEREAS, Article 15 of the said Declaration provides that same may be amended.

NOW, THEREFORE, the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium is hereby amended in the following respects:

ARTICLE XII
Use Restrictions

E. **Leasing.** Upon transfer of ownership of a dwelling unit, the dwelling unit may not be leased for a period of one (1) year from the date of the transfer of the ownership.

In all other respects, the Declaration is to remain as filed in Official Records Book 2133, Pages 1451 through 1491, Public Records of Palm Beach County, Florida, as amended.

In Witness Whereof the Association has executed this Amendment to the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, the day and year above first written.

GARDENWAY CONDOMINIUM F, G, H, I
and J Maintenance Association, Inc.

WITNESS

WITNESS

By: Michael V. Keesecker
Michael Keesecker, President

Sworn to and subscribed before me this 5th day of NOVEMBER, 2003, by MICHAEL KEESECKER, who is personally known to me or who produced as identification and who did take an oath.

Notary Public

My Commission expires:

SEPT 16, 2006



Alan R. Pieciewicz
MY COMMISSION # DD138247 EXPIRES
September 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

This instrument was prepared by
and should be returned to
Will Call Box 110
Robert B. Burr, Esq.
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, FL

CFN 20070446197
OR BK 22129 PG 1734
RECORDED 09/21/2007 15:52:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1734 - 1736; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. is made this 17 day of Sept, 2007 by GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. (hereinafter "Association").

WITNESSETH:

WHEREAS, the By-Laws of the Association (hereinafter, "By-Laws") relate to the following Declarations of Condominium:

1. Declaration of Condominium of Gardenway F, a Condominium, recorded commencing at Official Records Book 2097, Page 324;

2. Declaration of Condominium of Gardenway G, a Condominium, recorded commencing at Official Records Book 2133, Page 1451;

3. Declaration of Condominium of Gardenway H, a Condominium, recorded commencing at Official Records Book 2133, Page 1368;

4. Declaration of Condominium of Gardenway I, a Condominium, recorded commencing at Official Records Book 2160, Page 553; and

5. Declaration of Condominium of Gardenway J, a Condominium, recorded commencing at Official Records Book 2183, Page 273;

all of the Public Records of Palm Beach County, Florida, and establishing covenants running with the land therein described.

WHEREAS, the By-Laws were recorded commencing at Official Records Book 4052, Page 1181 of the Public Records of Palm Beach County, Florida;

WHEREAS, Article VII of the By-Laws provides that the By-Laws may be amended by the affirmative vote of not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association voting in person and by proxy at a members meeting.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments to the By-Laws attached hereto as Exhibit "A" have been properly and duly approved and adopted at a Special Meeting of the Board of Directors and of the Unit Owner Members conducted on September 5, 2007 by the affirmative vote not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association.

2. The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments attached hereto as Exhibit "A" appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 17 day of Sept, 2007.

Witnesses (as to both):

GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

By: Michael V. Reesecker
Signature

Michael V. Reesecker
Print Name
Association President

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

Attest: Linda Kane
Signature

LINDA KANE
Print Name
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of September, 2007, by M. Reesecker as President and Linda Kane as Secretary of GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced FL LIC as identification.

(SEAL)

Karen J. Dutcher
NOTARY PUBLIC, State of Florida

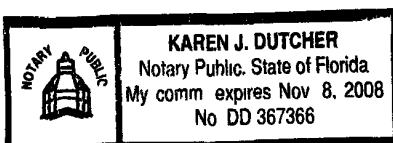


EXHIBIT "A"

AMENDMENTS TO THE BYLAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

[Added language is underlined. Deleted language is ~~stricken through~~.]

ITEM 1 – LATE FEES ON DELINQUENT ASSESSMENTS: Article VI of the Bylaws is amended by the addition of a new Section F, which shall read as follows:

I. Late Fees. The Association may charge an administrative late fee if an assessment or installment on an assessment is not paid within ten (10) days after the due date. The amount of the late fee is the amount set by Florida Statute 718.116 which is the greater of \$25.00 or five percent (5%) of each installment of the assessment. If Florida Statute 718.116 is amended to increase the amount of late fee, the Association may charge the amount allowed by the statute as amended.

ITEM 2 – FINES: The Bylaws are amended by the addition of a new ARTICLE IX, which shall read as follows:

ARTICLE IX
FINES

Fines. The Board of Directors may impose a \$100.00 fine for each violation of the Association's Rules and Regulations or any violation of the governing documents. A fine may be levied on the basis of each day of a continuing violation. No fine shall in the aggregate exceed \$1,000.00.

No fines may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and if applicable, the Unit Owner's licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

ITEM 3 – ACCELERATION OF DELINQUENT ASSESSMENTS: Article VI, Section D of the Bylaws is amended to read as follows:

D. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, ~~within sixty (60) days~~ the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner and the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit 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.

This instrument was prepared by
and should be returned to
Will Call Box 110
Robert B. Burr, Esq.
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, FL

CFN 20070446197
OR BK 22129 PG 1734
RECORDED 09/21/2007 15:52:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1734 - 1736; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. is made this 17 day of Sept, 2007 by GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. (hereinafter "Association").

WITNESSETH:

WHEREAS, the By-Laws of the Association (hereinafter, "By-Laws") relate to the following Declarations of Condominium:

1. Declaration of Condominium of Gardenway F, a Condominium, recorded commencing at Official Records Book 2097, Page 324;

2. Declaration of Condominium of Gardenway G, a Condominium, recorded commencing at Official Records Book 2133, Page 1451;

3. Declaration of Condominium of Gardenway H, a Condominium, recorded commencing at Official Records Book 2133, Page 1368;

4. Declaration of Condominium of Gardenway I, a Condominium, recorded commencing at Official Records Book 2160, Page 553; and

5. Declaration of Condominium of Gardenway J, a Condominium, recorded commencing at Official Records Book 2183, Page 273;

all of the Public Records of Palm Beach County, Florida, and establishing covenants running with the land therein described.

WHEREAS, the By-Laws were recorded commencing at Official Records Book 4052, Page 1181 of the Public Records of Palm Beach County, Florida;

WHEREAS, Article VII of the By-Laws provides that the By-Laws may be amended by the affirmative vote of not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association voting in person and by proxy at a members meeting.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments to the By-Laws attached hereto as Exhibit "A" have been properly and duly approved and adopted at a Special Meeting of the Board of Directors and of the Unit Owner Members conducted on September 5, 2007 by the affirmative vote not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association.

2. The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments attached hereto as Exhibit "A" appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 17 day of Sept, 2007.

Witnesses (as to both):

GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

By: Michael V. Reesecker
Signature

Michael V. Reesecker
Print Name
Association President

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

Attest: Linda Kane
Signature

LINDA KANE
Print Name
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of September, 2007, by M. Reesecker as President and Linda Kane as Secretary of GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced FL LIC as identification.

(SEAL)

Karen J. Dutcher
NOTARY PUBLIC, State of Florida

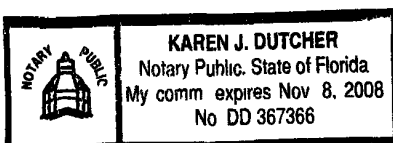


EXHIBIT "A"

AMENDMENTS TO THE BYLAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

[Added language is underlined. Deleted language is ~~stricken through~~.]

ITEM 1 – LATE FEES ON DELINQUENT ASSESSMENTS: Article VI of the Bylaws is amended by the addition of a new Section F, which shall read as follows:

I. Late Fees. The Association may charge an administrative late fee if an assessment or installment on an assessment is not paid within ten (10) days after the due date. The amount of the late fee is the amount set by Florida Statute 718.116 which is the greater of \$25.00 or five percent (5%) of each installment of the assessment. If Florida Statute 718.116 is amended to increase the amount of late fee, the Association may charge the amount allowed by the statute as amended.

ITEM 2 – FINES: The Bylaws are amended by the addition of a new ARTICLE IX, which shall read as follows:

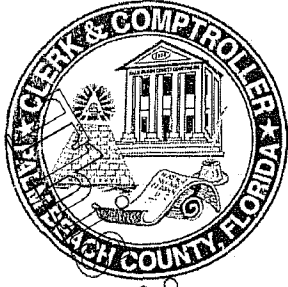
ARTICLE IX
FINES

Fines. The Board of Directors may impose a \$100.00 fine for each violation of the Association's Rules and Regulations or any violation of the governing documents. A fine may be levied on the basis of each day of a continuing violation. No fine shall in the aggregate exceed \$1,000.00.

No fines may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and if applicable, the Unit Owner's licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

ITEM 3 – ACCELERATION OF DELINQUENT ASSESSMENTS: Article VI, Section D of the Bylaws is amended to read as follows:

D. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, ~~within sixty (60) days~~ the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner and the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit 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.



STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I, SHARON R. BOCK, Clerk & Comptroller of Palm Beach County, Florida, do here by certify that:

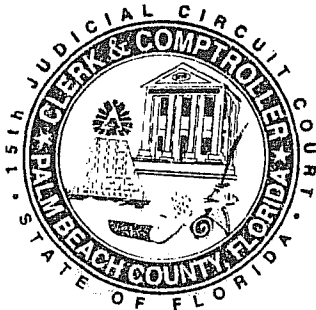
We have searched the Official Record Index of Palm Beach County, Florida, and at this time find only one Declaration of Condominium recorded under the name of

GARDENWAY F, a Condominium

which is recorded in Official Record Book 2097, Page 324.

The records have been searched through August 22, 2016.

IN WITNESS THEREOF, I hereunto set my hand and seal of the Court at West Palm Beach, Florida, this 29th day of August, 2016.



SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY, FLORIDA

by 
Deputy Clerk



83 196794

1983 OCT -4 PM 3:12

84053 P1729

This Instrument Prepared By:
WILLIAM P. SKLAR, ESQUIRE
Wood, Cobb, Murphy & Craig
319 Clematis Street
Fifth Floor, Comeau Bldg.
West Palm Beach, Florida 33401

AMENDMENT TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS, that the GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of the By-Laws and Articles of the GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC., as recorded in Official Record Book 4052, at page 1181, of the Public Records of Palm Beach County, Florida, has and does hereby amend the said By-Laws as follows:

I. Article VI, Paragraph A, subparagraph 2 is amended to read:

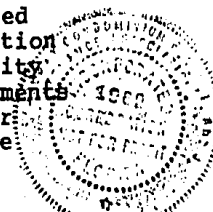
"2. Reserve for deferred maintenance, which shall include funds from maintenance items that occur less frequently than annually. Any special assessment for deferred maintenance or reserve for deferred maintenance to common elements or limited common elements of the condominium property shall be approved by not less than 100 percent of the Board of Directors of the Maintenance Association."

13.00
Vuc
40
II. Article VI, Paragraph B, subparagraph 4, is amended to read:

"4., Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property; provided, however, that all such expenditures for betterments shall be approved by a majority of the Board of Directors of the Association; and further provided that in the event the expenditure of such funds exceeds five (5%) percent of the approved operating budget, no such expenditure shall be made for a single item or for a single purpose without approval of majority of membership of the Association."

III. Article VI, Paragraph C, is amended to read:

"C. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessment shall be due in equal monthly installments on the first day of each month for which the assessments are made. 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 semi-annual 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 a majority of the Board of Directors if the accounts of the amended budget do not exceed fifteen percent (15%) of the approved budget. Any account that does exceed such limitation shall be subject to the prior approval of a majority membership of the Association. The unpaid assessments for the remaining portion of the calendar year for which the amended assessment shall be due upon the



date of the assessment made on or after July 1; and if made prior to July 1, one-half (1/2) of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by a majority of the Board of Directors of the Association."

IV. Article VI, Paragraph E, is amended to read:

"E. Assessment for Emergencies. A majority of the Board of Directors shall have the right to levy and collect an emergency assessment to meet an emergency that cannot be paid from the annual assessments for common expenses. Such emergency assessment shall be for the limited purpose of emergency maintenance or repairs to improvements on the condominium property or any part thereof."

IN WITNESS WHEREOF, this instrument has been executed on this 18th day of August, 1983.

WITNESSES:

GARDENWAY F, G, H, I and J
MAINTENANCE ASSOCIATION, INC.

By: Norman Nagel
Director

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Joyce Mercer
Director

Michelle M. Lloren
Director

Kerge E. Hammond
Director

Billy Dunderhuf
Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Norman Nagel, as Director

B4053 P1730



of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Joyce Mercer, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Michelle Noonan, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by George E. Hammond, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Sally Dudenhoefer, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

84053 P1731

RECORD VERIFIED
-3- PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT



11/14/2003 16:29:26 20030711094

OR BK 16192 PG 1517

CERTIFICATE OF AMENDMENT Palm Beach County, Florida

Dorothy H. Wilken, Clerk

OF

DECLARATION OF CONDOMINIUM

OF

GARDENWAY CONDOMINIUM F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC.

The undersigned, being the duly elected and acting President of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a Florida corporation not-for-profit, does hereby certify that the following resolution was duly adopted by the Board of Directors and on 5th Nov, 2003, that a meeting of the members where a quorum was present, after due notice, also were approved and adopted by the votes indicated, for the purposes of amending the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, as originally recorded in Official Records Book 2133, Pages 1451 through 1491, Public Records of Palm Beach County, Florida:

1. The following resolution was approved by seventy-five (75%) percent of the Board of Directors and by the owners of at least seventy-five (75%) percent of the units:

RESOLVED:

That the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, be and is hereby amended, and the amendment is adopted in the form attached hereto as Exhibit "A" and made a part hereof.

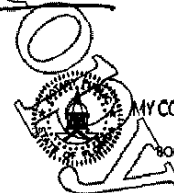
GARDENWAY CONDOMINIUM F, G, H, I
and J Maintenance Association, Inc.

Stephanie Lelios
WITNESS
William W. Linford
WITNESS

Michael Keesecker
By: Michael Keesecker, President

Sworn to and subscribed before me this 5th day of NOVEMBER, 2003, by MICHAEL KESECKER who is personally known to me or who produced as identification and who did take an oath.

Alan R. Piecowicz
Notary Public
My Commission expires: SEPT. 16, 2006



Alan R. Piecowicz
MY COMMISSION # DD138247 EXPIRES
September 16, 2006
BONDED THRU TROY FARM INSURANCE, INC.

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

GARDENWAY CONDOMINIUM F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC.

This Amendment, made this 5 day of NOV, 2003 by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of Gardenway Condominium G, H, I, and J Maintenance Association, Inc.

WHEREAS, Article 15 of the said Declaration provides that same may be amended.

NOW, THEREFORE, the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium is hereby amended in the following respects:

ARTICLE XII
Use Restrictions

E. Leasing. Upon transfer of ownership of a dwelling unit, the dwelling unit may not be leased for a period of one (1) year from the date of the transfer of the ownership.

In all other respects, the Declaration is to remain as filed in Official Records Book 2133, Pages 1451 through 1491, Public Records of Palm Beach County, Florida, as amended.

In Witness Whereof the Association has executed this Amendment to the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, the day and year above first written.

GARDENWAY CONDOMINIUM F, G, H, I
and J Maintenance Association, Inc.

WITNESS

WITNESS

By: Michael V. Keesecker
Michael Keesecker, President

Sworn to and subscribed before me this 5th day of NOVEMBER, 2003, by MICHAEL KEESECKER, who is personally known to me or who produced as identification and who did take an oath.

Alan R. Pieciewicz
Notary Public

My Commission expires:

SEPT 16, 2006



Alan R. Pieciewicz
MY COMMISSION # DD138247 EXPIRES
September 16, 2006
BONDED THRU TROY FARM INSURANCE, INC.

11/14/2003 16:29:26 20030711095
OR BK 16192 PG 1518
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

83 195689

1983 OCT -3 PM 2:38

B4052 P1167

ASSIGNMENT

This instrument was prepared by:

William P. Hilar
319 Clematis St
W. Palm Beach FL

GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway H Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY H CONDOMINIUM ASSOCIATION, INC.

By:

Joyce Mercer
President

STATE OF FLORIDA

COUNTY OF PALM BEACH

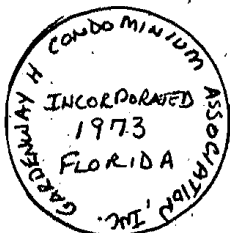
I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared Joyce Mercer and she well known to me to be the President and Secretary of GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Bonnie S. Mann
Notary Public, State of Florida
at Large

My Commission Expires: 6/11/83

(SEAL)



AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY H CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway H Condominium to the GARDENWAY F, H, I, AND MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway H, a condominium, are specifically reserved.

GARDENWAY H CONDOMINIUM
ASSOCIATION, INC.

By: Joyce Mercer
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

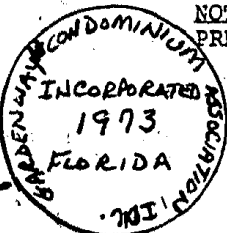
I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared Joyce Mercer and _____, well known to me to be the President and Secretary of GARDENWAY H CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 24th day of August, 1983.

John Pike
Notary Public, State of
Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 23, 1986
Bonded thru Cornelius, Johnson & Clark

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING



This is Not a Final Plat

SCHEDULE A

GARDENWAY H, a condominium

LEGAL DESCRIPTION

A portion of Lots A6 and A7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run East a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 39.42 feet to the Point of Beginning.

84052 P1169

83 195691

1983 OCT -3 PM 2:38

1360
W.C.
40

ASSIGNMENT

This instrument was Prepared by:
William P. Sklar
319 Clematis St
W. Palm Beach, FL

GARDENWAY J CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway J Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY J CONDOMINIUM ASSOCIATION, INC.

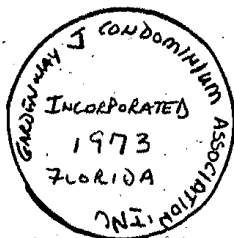
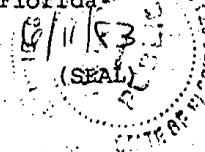
By George E. Hammond
President

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared George E. Hammond and Barbara S. Monahan well known to me to be the President and Secretary of GARDENWAY J CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Monahan
Notary Public, State of Florida
at Large
My Commission Expires: 6/11/83



84052 P1173

AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY J CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY J CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway J Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway J, a condominium, are specifically reserved.

GARDENWAY J CONDOMINIUM
ASSOCIATION, INC.

By George E. Hammond
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared George E. Hammond and _____, well known to me to be the President and Secretary of GARDENWAY J. CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

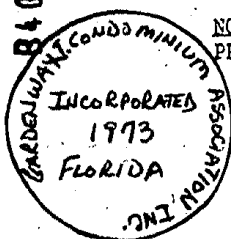
WITNESS my hand and official seal this 24th day of August, 1983.

John L. Lick
Notary Public, State of
Florida at Large
My Commission Expires: _____

Notary Public State of Florida at Large
My Commission Expires July 28, 1988
Bonded thru Cornelius, Johnson & Clark

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

84052 P1174



This is Not a

SCHEDULE A

GARDENWAY J, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-7 and A-8, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8; thence run North (the South line of said Lot A-8 is assumed to bear East and all other bearings are relative thereto) along the West line of said Lot A-8 a distance of 27.52 feet to a point; thence run East a distance of 85.00 feet to a point; thence run North 86°00'00" East a distance of 81.06 feet to the Point of Beginning; thence run North 4°00'00" West a distance of 3.00 feet to a point; thence run North 86°00'00" East a distance of 86.66 feet to a point; thence run South 4°00'00" East a distance of 36.42 feet to a point; thence run South 86°00'00" West a distance of 14.33 feet to a point; thence run South 4°00'00" East a distance of 29.00 feet to a point; thence run South 86°00'00" West a distance of 8.00 feet to a point; thence run South 4°00'00" East a distance of 27.58 feet to a point; thence run South 86°00'00" West a distance of 42.00 feet to a point; thence run North 4°00'00" West a distance of 27.58 to a point; thence run South 86°00'00" West a distance of 8.00 feet to a point; thence run North 4°00'00" West a distance of 29.00 feet to a point; thence run South 86°00'00" West a distance of 14.33 feet to a point; thence run North 4°00'00" West a distance of 36.42 feet to the Point of Beginning.

B4052 P1175

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

1983 OCT -3 PM 2:38 83 195690

This instrument was Recorded By
William P. McLean
319 Clematis St
W. Palm Beach, FL

ASSIGNMENT

GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway I Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY I CONDOMINIUM ASSOCIATION, INC.

By: Michael Wain
President

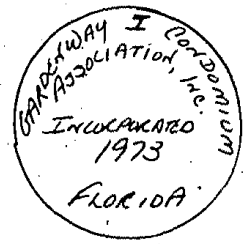
1360
W.C. 40

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Wain and Barbara S. Mann well known to me to be the President and Secretary of GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Mann
Notary Public, State of Florida
at Large
My Commission Expires: 6/1/83
(SEAL)



84052 P11.70

AMENDMENT OF DECLARATION OF CONDOMINIUM

AND
CORRECTIVE ASSIGNMENT

GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY I CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway I Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway I, a condominium, are specifically reserved.

GARDENWAY I CONDOMINIUM
ASSOCIATION, INC.

By: Michael Wain
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a Notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael Wain and _____, well known to me to be the President and Secretary of GARDENWAY I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

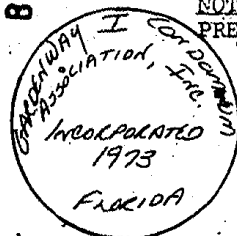
WITNESS my hand and official seal this 24th day of August, 1983.

Blair Lile
Notary Public, State of
Florida at Large
My Commission Expires:

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

84052 P1171



This is not a legal description

SCHEDULE A

GARDENWAY I, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-7 and A-8, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

84052 P1172

83 195687

1983 OCT -3 PM 2:38

B4052 P1161

ASSIGNMENT

This instrument was Prepared by

William J. Jaskela

319 Alhambra St

W. Palm Beach FL

CITY AND STATE

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway F Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

By: William Jaskela
WILLIAM JASKELA President

STATE OF FLORIDA

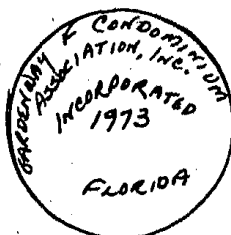
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared William Jaskela and Barbara S. Mann well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Mann
Notary Public, State of Florida
at Large
My Commission Expires: 6/11/83

(SEAL)



AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY F CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway F Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway F, a condominium, are specifically reserved.

GARDENWAY F CONDOMINIUM
ASSOCIATION, INC.

By William Jaskela
President

Attest
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared William Jaskela and , well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 24th day of August, 1983.

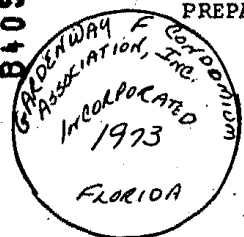
Blair Pike
Notary Public, State of
Florida at Large

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1988
Bonded thru Cornelius, Johnson & Clark

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

B4052 P1162



This is Not a Copy

SCHEDULE A

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

B4052 P1163

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

This instrument was Prepared by:

William P. Allen
319 Charlotte St
W. Palm Beach
 CITY AND STATE

ASSIGNMENT

GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway G Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY G CONDOMINIUM ASSOCIATION, INC.

By: Sally Dudenhoefer
 Sally Dudenhoefer President

STATE OF FLORIDA

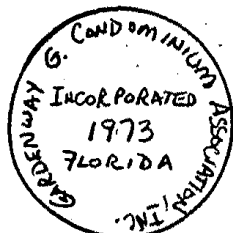
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared SALLY DUDENHOEFER and well known to me to be the President and Secretary of GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Bernard M. Mann
 Notary Public, State of Florida
 at Large
 My Commission Expires: 6/1/83

(SEAL)



83 195688

1983 OCT -3 PM 2:38

B4052 P1164

AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY G CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway G Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway G, a condominium, are specifically reserved.

GARDENWAY G CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared Sally Dudenhoefer and [Signature], well known to me to be the President and Secretary of GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

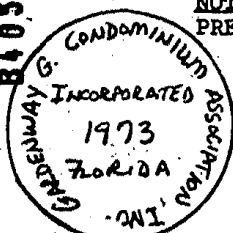
WITNESS my hand and official seal this 24th day of August, 1983.

[Signature]
Notary Public, State of
Florida at Large
My Commission Expires: [Date]

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

B4052 P1165



This is not a

SCHEDULE A

GARDENWAY G, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

B4052 P1166



11/14/2003 16:29:26 20030711094

OR BK 16192 PG 1517

CERTIFICATE OF AMENDMENT Palm Beach County, Florida

Dorothy H. Wilken, Clerk

OF

DECLARATION OF CONDOMINIUM

OF

GARDENWAY CONDOMINIUM F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC.

The undersigned, being the duly elected and acting President of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a Florida corporation not-for-profit, does hereby certify that the following resolution was duly adopted by the Board of Directors and on 5th Nov, 2003, that a meeting of the members where a quorum was present, after due notice, also were approved and adopted by the votes indicated, for the purposes of amending the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, as originally recorded in Official Records Book 2133, Pages 1451 through 1491, Public Records of Palm Beach County, Florida:

1. The following resolution was approved by seventy-five (75%) percent of the Board of Directors and by the owners of at least seventy-five (75%) percent of the units:

RESOLVED:

That the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, be and is hereby amended, and the amendment is adopted in the form attached hereto as Exhibit "A" and made a part hereof.

GARDENWAY CONDOMINIUM F, G, H, I
and J Maintenance Association, Inc.

Stephanie Lelios
WITNESS

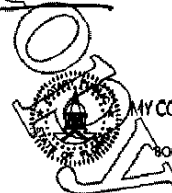
Walter W. Linford
WITNESS

Michael Keesecker
By: Michael Keesecker, President

Sworn to and subscribed before me this 5th day of NOVEMBER, 2003, by MICHAEL KESECKER who is personally known to me or who produced as identification and who did take an oath.

Alan R. Piecowicz
Notary Public

My Commission expires: SEPT. 16, 2006



Alan R. Piecowicz
MY COMMISSION # DD138247 EXPIRES
September 16, 2006
BONDED THRU TROY FARM INSURANCE, INC.

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

GARDENWAY CONDOMINIUM F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC.

This Amendment, made this 5 day of NOV, 2003 by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of Gardenway Condominium G, H, I, and J Maintenance Association, Inc.

WHEREAS, Article 15 of the said Declaration provides that same may be amended.

NOW, THEREFORE, the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium is hereby amended in the following respects:

ARTICLE XII
Use Restrictions

E. Leasing. Upon transfer of ownership of a dwelling unit, the dwelling unit may not be leased for a period of one (1) year from the date of the transfer of the ownership.

In all other respects, the Declaration is to remain as filed in Official Records Book 2133, Pages 1451 through 1491, Public Records of Palm Beach County, Florida, as amended.

In Witness Whereof the Association has executed this Amendment to the Declaration of Condominium of Gardenway Condominium F, G, H, I, and J Maintenance Association, Inc., a condominium, the day and year above first written.

GARDENWAY CONDOMINIUM F, G, H, I
and J Maintenance Association, Inc.

WITNESS

WITNESS

By: Michael V. Keesecker
Michael Keesecker, President

Sworn to and subscribed before me this 5th day of NOVEMBER, 2003, by MICHAEL KEESECKER, who is personally known to me or who produced as identification and who did take an oath.

Alan R. Pieciewicz
Notary Public

My Commission expires:

SEPT 16, 2006



Alan R. Pieciewicz
MY COMMISSION # DD138247 EXPIRES
September 16, 2006
BONDED THRU TROY FARM INSURANCE, INC.

11/14/2003 16:29:26 20030711095
OR BK 16192 PG 1518
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

This instrument was prepared by
and should be returned to
Will Call Box 110
Robert B. Burr, Esq.
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, FL

CFN 20070446197
OR BK 22129 PG 1734
RECORDED 09/21/2007 15:52:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1734 - 1736; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. is made this 17 day of Sept, 2007 by GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. (hereinafter "Association").

WITNESSETH:

WHEREAS, the By-Laws of the Association (hereinafter, "By-Laws") relate to the following Declarations of Condominium:

1. Declaration of Condominium of Gardenway F, a Condominium, recorded commencing at Official Records Book 2097, Page 324;

2. Declaration of Condominium of Gardenway G, a Condominium, recorded commencing at Official Records Book 2133, Page 1451;

3. Declaration of Condominium of Gardenway H, a Condominium, recorded commencing at Official Records Book 2133, Page 1368;

4. Declaration of Condominium of Gardenway I, a Condominium, recorded commencing at Official Records Book 2160, Page 553; and

5. Declaration of Condominium of Gardenway J, a Condominium, recorded commencing at Official Records Book 2183, Page 273;

all of the Public Records of Palm Beach County, Florida, and establishing covenants running with the land therein described.

WHEREAS, the By-Laws were recorded commencing at Official Records Book 4052, Page 1181 of the Public Records of Palm Beach County, Florida;

WHEREAS, Article VII of the By-Laws provides that the By-Laws may be amended by the affirmative vote of not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association voting in person and by proxy at a members meeting.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments to the By-Laws attached hereto as Exhibit "A" have been properly and duly approved and adopted at a Special Meeting of the Board of Directors and of the Unit Owner Members conducted on September 5, 2007 by the affirmative vote not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association.

2. The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments attached hereto as Exhibit "A" appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 17 day of Sept, 2007.

Witnesses (as to both):

GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

By: Michael V. Reesecker
Signature

Michael V. Reesecker
Print Name
Association President

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

Attest: Linda Kane
Signature

LINDA KANE
Print Name
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of September, 2007, by M. Reesecker as President and Linda Kane as Secretary of GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced FL LIC as identification.

(SEAL)

Karen J. Dutcher
NOTARY PUBLIC, State of Florida

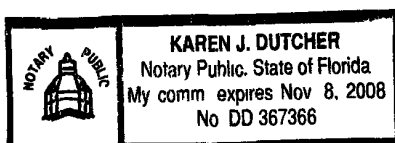


EXHIBIT "A"

AMENDMENTS TO THE BYLAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

[Added language is underlined. Deleted language is ~~stricken through~~.]

ITEM 1 – LATE FEES ON DELINQUENT ASSESSMENTS: Article VI of the Bylaws is amended by the addition of a new Section F, which shall read as follows:

I. Late Fees. The Association may charge an administrative late fee if an assessment or installment on an assessment is not paid within ten (10) days after the due date. The amount of the late fee is the amount set by Florida Statute 718.116 which is the greater of \$25.00 or five percent (5%) of each installment of the assessment. If Florida Statute 718.116 is amended to increase the amount of late fee, the Association may charge the amount allowed by the statute as amended.

ITEM 2 – FINES: The Bylaws are amended by the addition of a new ARTICLE IX, which shall read as follows:

ARTICLE IX
FINES

Fines. The Board of Directors may impose a \$100.00 fine for each violation of the Association's Rules and Regulations or any violation of the governing documents. A fine may be levied on the basis of each day of a continuing violation. No fine shall in the aggregate exceed \$1,000.00.

No fines may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and if applicable, the Unit Owner's licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

ITEM 3 – ACCELERATION OF DELINQUENT ASSESSMENTS: Article VI, Section D of the Bylaws is amended to read as follows:

D. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, ~~within sixty (60) days~~ the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner and the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit 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.

83 195687

1983 OCT -3 PM 2:38

B4052 P1161

ASSIGNMENT

This instrument was Prepared by

William J. Jaskela

319 Alhambra St

W. Palm Beach FL

CITY AND STATE

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws relevant to the management and maintenance of the property described in Exhibit B of the Declaration of Condominium, as well as the common elements of the Gardenway F Condominium to the GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such duties. This Assignment shall specifically include but not be limited to the purchase of all insurance, the creation and preparation of budgets, maintenance of the exterior of the condominium buildings and the common areas.

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

By: William Jaskela
WILLIAM JASKELA President

STATE OF FLORIDA

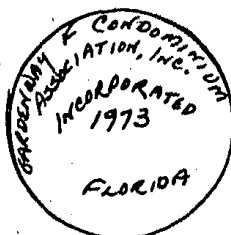
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgments, personally appeared William Jaskela and Barbara S. Mann well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 27th day of December, 1982.

Barbara S. Mann
Notary Public, State of Florida
at Large
My Commission Expires: 6/11/83

(SEAL)



AMENDMENT OF DECLARATION OF CONDOMINIUM

AND

CORRECTIVE ASSIGNMENT

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to a resolution approved by its membership, officers and directors at a meeting held the 13th day of October, 1982, does hereby assign all of its rights, duties and obligations as set forth in its Articles of Incorporation and By-Laws and those rights, duties and obligations of said Condominium Association set forth in the Declaration of Condominium of GARDENWAY F CONDOMINIUMS relevant to the fiscal management and maintenance of the property described in Schedule A attached hereto as well as the common elements of the Gardenway F Condominium to the GARDENWAY F, G, H, I, AND J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which has been organized for the specific purpose of the assumption of such rights, duties and obligations. This Assignment shall specifically include, but not be limited to, the purchase of all insurance, of budgets, maintenance of the exterior of the condominium buildings, common elements and the common areas.

All rights, duties and obligations set forth in its Articles of Incorporation and By-Laws which are purely administrative in nature and relative only to Gardenway F, a condominium, are specifically reserved.

GARDENWAY F CONDOMINIUM
ASSOCIATION, INC.

By William Jaskela
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, a notary public authorized in the State and County aforesaid to take acknowledgements, personally appeared William Jaskela and _____, well known to me to be the President and Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me the execution on behalf of the corporation of the foregoing assignment for the uses and purposes therein intended.

WITNESS my hand and official seal this 24th day of August, 1983.

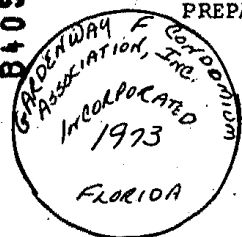
Blair Pike
Notary Public, State of
Florida at Large

My Commission Expires:

NOTE: AN IDENTICAL ASSIGNMENT HAS BEEN
PREPARED FOR EACH BUILDING

Notary Public State of Florida at Large
My Commission Expires July 29, 1988
Bonded thru Cornelius, Johnson & Clark

B4052 P1162



This is Not a Copy

SCHEDULE A

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

B4052 P1163

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

This instrument was prepared by
and should be returned to
Will Call Box 110
Robert B. Burr, Esq.
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, FL

CFN 20070446197
OR BK 22129 PG 1734
RECORDED 09/21/2007 15:52:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1734 - 1736; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. is made this 17 day of Sept, 2007 by GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC. (hereinafter "Association").

WITNESSETH:

WHEREAS, the By-Laws of the Association (hereinafter, "By-Laws") relate to the following Declarations of Condominium:

1. Declaration of Condominium of Gardenway F, a Condominium, recorded commencing at Official Records Book 2097, Page 324;

2. Declaration of Condominium of Gardenway G, a Condominium, recorded commencing at Official Records Book 2133, Page 1451;

3. Declaration of Condominium of Gardenway H, a Condominium, recorded commencing at Official Records Book 2133, Page 1368;

4. Declaration of Condominium of Gardenway I, a Condominium, recorded commencing at Official Records Book 2160, Page 553; and

5. Declaration of Condominium of Gardenway J, a Condominium, recorded commencing at Official Records Book 2183, Page 273;

all of the Public Records of Palm Beach County, Florida, and establishing covenants running with the land therein described.

WHEREAS, the By-Laws were recorded commencing at Official Records Book 4052, Page 1181 of the Public Records of Palm Beach County, Florida;

WHEREAS, Article VII of the By-Laws provides that the By-Laws may be amended by the affirmative vote of not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association voting in person and by proxy at a members meeting.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments to the By-Laws attached hereto as Exhibit "A" have been properly and duly approved and adopted at a Special Meeting of the Board of Directors and of the Unit Owner Members conducted on September 5, 2007 by the affirmative vote not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and not less than fifty-one per cent (51%) of the votes of the membership of the Association.

2. The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments attached hereto as Exhibit "A" appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 17 day of Sept, 2007.

Witnesses (as to both):

GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

By: Michael V. Reesecker
Signature

Michael V. Reesecker
Print Name
Association President

Karen J. Dutcher
Signature

Karen J. Dutcher
Print Name

Attest: Linda Kane
Signature

LINDA KANE
Print Name
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of September, 2007, by M. Reesecker as President and Linda Kane as Secretary of GARDENWAY CONDOMINIUM F, G, H, I AND J MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced FL LIC as identification.

(SEAL)

Karen J. Dutcher
NOTARY PUBLIC, State of Florida

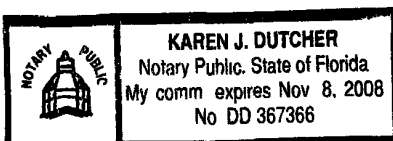


EXHIBIT "A"

AMENDMENTS TO THE BYLAWS OF
GARDENWAY CONDOMINIUM F, G, H, I AND J
MAINTENANCE ASSOCIATION, INC.

[Added language is underlined. Deleted language is ~~stricken through~~.]

ITEM 1 – LATE FEES ON DELINQUENT ASSESSMENTS: Article VI of the Bylaws is amended by the addition of a new Section F, which shall read as follows:

I. Late Fees. The Association may charge an administrative late fee if an assessment or installment on an assessment is not paid within ten (10) days after the due date. The amount of the late fee is the amount set by Florida Statute 718.116 which is the greater of \$25.00 or five percent (5%) of each installment of the assessment. If Florida Statute 718.116 is amended to increase the amount of late fee, the Association may charge the amount allowed by the statute as amended.

ITEM 2 – FINES: The Bylaws are amended by the addition of a new ARTICLE IX, which shall read as follows:

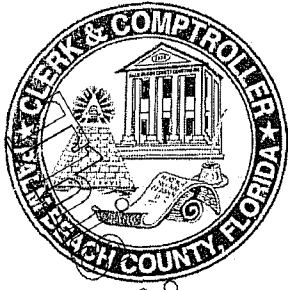
ARTICLE IX
FINES

Fines. The Board of Directors may impose a \$100.00 fine for each violation of the Association's Rules and Regulations or any violation of the governing documents. A fine may be levied on the basis of each day of a continuing violation. No fine shall in the aggregate exceed \$1,000.00.

No fines may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and if applicable, the Unit Owner's licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

ITEM 3 – ACCELERATION OF DELINQUENT ASSESSMENTS: Article VI, Section D of the Bylaws is amended to read as follows:

D. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, ~~within sixty (60) days~~ the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner and the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit 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.



STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I, SHARON R. BOCK, Clerk & Comptroller of Palm Beach County, Florida, do here by certify that:

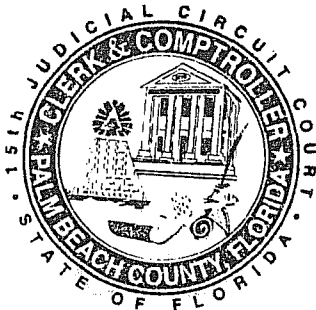
We have searched the Official Record Index of Palm Beach County, Florida, and at this time find only one Declaration of Condominium recorded under the name of

GARDENWAY F, a Condominium

which is recorded in Official Record Book 2097, Page 324.

The records have been searched through August 22, 2016.

IN WITNESS THEREOF, I hereunto set my hand and seal of the Court at West Palm Beach, Florida, this 29th day of August, 2016.



SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY, FLORIDA

by 
Deputy Clerk



83 196794

1983 OCT -4 PM 3:12

84053 P1729

This Instrument Prepared By:
WILLIAM P. SKLAR, ESQUIRE
Wood, Cobb, Murphy & Craig
319 Clematis Street
Fifth Floor, Comeau Bldg.
West Palm Beach, Florida 33401

AMENDMENT TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS, that the GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of the By-Laws and Articles of the GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC., as recorded in Official Record Book 4052, at page 1181, of the Public Records of Palm Beach County, Florida, has and does hereby amend the said By-Laws as follows:

I. Article VI, Paragraph A, subparagraph 2 is amended to read:

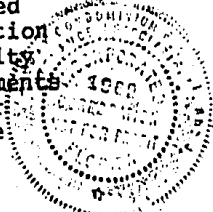
"2. Reserve for deferred maintenance, which shall include funds from maintenance items that occur less frequently than annually. Any special assessment for deferred maintenance or reserve for deferred maintenance to common elements or limited common elements of the condominium property shall be approved by not less than 100 percent of the Board of Directors of the Maintenance Association."

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II. Article VI, Paragraph B, subparagraph 4, is amended to read:

"4., Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property; provided, however, that all such expenditures for betterments shall be approved by a majority of the Board of Directors of the Association; and further provided that in the event the expenditure of such funds exceeds five (5%) percent of the approved operating budget, no such expenditure shall be made for a single item or for a single purpose without approval of majority of membership of the Association."

III. Article VI, Paragraph C, is amended to read:

"C. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessment shall be due in equal monthly installments on the first day of each month for which the assessments are made. 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 semi-annual 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 a majority of the Board of Directors if the accounts of the amended budget do not exceed fifteen percent (15%) of the approved budget. Any account that does exceed such limitation shall be subject to the prior approval of a majority membership of the Association. The unpaid assessments for the remaining portion of the calendar year for which the amended assessment shall be due upon the



date of the assessment made on or after July 1; and if made prior to July 1, one-half (1/2) of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by a majority of the Board of Directors of the Association."

IV. Article VI, Paragraph E, is amended to read:

"E. Assessment for Emergencies. A majority of the Board of Directors shall have the right to levy and collect an emergency assessment to meet an emergency that cannot be paid from the annual assessments for common expenses. Such emergency assessment shall be for the limited purpose of emergency maintenance or repairs to improvements on the condominium property or any part thereof."

IN WITNESS WHEREOF, this instrument has been executed on this 18th day of August, 1983.

WITNESSES:

GARDENWAY F, G, H, I and J
MAINTENANCE ASSOCIATION, INC.

By: Norman Nagel
Director

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Paul Budip

Bruce W. Peterson

Joyce Mercer
Director

Michelle M. Lloren
Director

Kerge E. Hammond
Director

Billy Dunderhuf
Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Norman Nagel, as Director

B4053 P1730



of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Joyce Mercer, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Michelle Noonan, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by George E. Hammond, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 18th day of August, 1983, by Sally Dudenhoefer, as Director
of GARDENWAY F, G, H, I and J MAINTENANCE ASSOCIATION, INC.,
on behalf of the Association.

Sylvia Pike
Notary Public, State of
Florida at Large
My commission expires:

Notary Public State of Florida at Large
My Commission Expires July 29, 1986
Bonded thru Cornelius, Johnson & Clark

84053 P1731

RECORD VERIFIED
-3- PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:
L. M. TAYLOR, ESQUIRE
RYAN, TAYLOR, BOOKER & LAW
P. O. Box 14577
North Palm Beach, Florida 33408

DECLARATION OF CONDOMINIUM
OF

116883

GARDENWAY F, a Condominium
12096 State Road 1A
Lake Park, Florida 33403

MADE this 12th day of December, 19 72,
by GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, hereinafter called Developer, for itself, its successors and assigns;

WHEREIN, the Developer makes the following declarations:

ARTICLE I

Purpose

The purpose of this Declaration is to submit the lands that are described in this instrument and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes hereinafter called the Condominium Act.

ARTICLE II

Name and Address

The name by which this condominium is to be identified is GARDENWAY F, a Condominium and its address is 12096 State Road 1A, Lake Park, Florida 33403.

ARTICLE III

The Land

The lands owned by the Developer which by this instrument are submitted to the condominium form of ownership is the land located in Palm Beach County, Florida, described in EXHIBIT A and an undivided one-fifth (1/5th) interest in EXHIBIT B attached hereto and made a part hereof.

ARTICLE IV

Definitions

The terms used in this Declaration of Condominium and in its exhibits shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Unit, residence unit, apartment unit or dwelling unit means unit as defined in the Condominium Act.

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PLEASE RETURN TO:

RYAN, TAYLOR & LAW

P.O. BOX 14577

NORTH PALM BEACH, FLA. 33408

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B. Unit owner, residence unit owner, apartment unit owner or dwelling unit owner means a unit owner as defined by the Condominium Act.

C. Association means GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

D. Common elements means the portions of the condominium property not included in the units and shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

E. Common expenses means the expenses for which the unit owners are liable to the Association and shall include:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and limited common elements and of portions of the dwelling units to be maintained by the Association.
2. Expenses declared common expenses by the provisions of this Declaration or by the Bylaws, including but not limited to losses from revenue producing operations, if any.

F. Condominium means all of the condominium property as a whole, when the context so permits, as well as the meaning stated in the Condominium Act.

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

H. Utility services as used in the Condominium Act and as used in the Declaration and Bylaws shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

I. Limited common elements means and includes those common elements which are reserved for the use of certain units or a unit, to the exclusion of all other units.

J. Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

K. Condominium parcel or parcel means a unit, together with the undivided share in the common or limited common elements which are appurtenant to the unit.

L. The GARDENWAY recreation area means and refers to the swimming pool which is recreationally oriented and such other improvements as the Developer determines in its sole discretion, including assigned parking and common parking area and ingress and egress for all unit owners. The real property which constitutes the GARDENWAY recreation area and parking is described in Article III of this Declaration as EXHIBIT B and this condominium shall own an undivided one-fifth (1/5th) interest in this area. The owners of apartments in Parcel #3 shall have the right to use the GARDENWAY recreation area, parking, ingress and egress and shall be responsible for their pro-rata share of the common expenses in connection with the GARDENWAY recreation area and parking facilities.

ARTICLE V

Development Plan

The condominium is described and established as follows:

A. Survey: A survey of the land showing the improvements on it is attached as EXHIBIT C .

B. Plans: The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by BLAKE-WIRTH & ASSOCIATES, Architect and designated as Job No. 72-1-1 which plans are attached hereto as EXHIBIT D and which are further described on page 3 a attached hereto.

C. Amendment of Plans: Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered. No such change shall increase the number of residence units nor alter the boundaries of the common elements and limited common elements without amendment of this Declaration by approval of the Association, residence unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements and limited common elements appurtenant to the units concerned.

D. Easements are reserved through the condominium property as may be required for utility services in order to serve the

GARDENWAY F, a Condominium

BUILDING PLANS

Plot Plan

Foundation Plan

First Floor Plan-typical apartment layouts

First Floor Plan-Second Floor Plan

Elevations

Electrical and Air Conditioning Floor Plans

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condominium adequately; provided however, such easements through a residence unit shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the residence unit owner.

E: Improvements-general description:

1. Apartment building: The condominium includes the apartment building consisting of 8 dwelling units and common elements consisting of stairways, walks and walkways, and entrance ways.

2. Other improvements: The condominium includes an undivided one-fifth (1/5th) interest in Exhibit B hereto which includes automobile parking areas, walks, grounds and landscaping, and swimming pool.

F. Dwelling unit boundaries: Each dwelling unit shall include that part of the building containing that unit that lies within the boundaries of the unit, which are as follows:

1. Upper Boundary: The horizontal plane of the undecorated ceiling.
2. Lower Boundary: The horizontal plane of the undecorated finished floor.
3. Perimetrical boundaries: The vertical planes of the undecorated finished interior walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

G. Common Elements and Limited Common Elements: The common elements and limited common elements include the land and all other parts of the condominium not within dwelling units and include but are not limited to the following: automobile parking areas, stairways, walks and walkways, grounds, landscaping, swimming pool and an undivided one-fifth (1/5th) interest in EXHIBIT B hereto.

ARTICLE VI

Dwelling Units

The dwelling units of the condominium are described more particularly and the rights and obligations of their owners are established as follows:

A. Typical unit plans: There are 3 typical unit plans which are shown on sketches attached hereto as page 4 of EXHIBIT D (plans).

B. Dwelling unit numbers: there are 8 dwelling units in the building identified on page 4a attached hereto and made

GARDENWAY F, a Condominium

DWELLING UNITS

FIRST FLOOR:

- Apartment #1
- Apartment #3
- Apartment #5
- Apartment #6
- Apartment #7

SECOND FLOOR:

- Apartment #2
- Apartment #4
- Apartment #8

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part hereof.

C. Appurtenances to dwelling units: The owner of each dwelling unit shall own a share and certain interest in the condominium property, which share and interest are appurtenant to his unit and which shall be as follows: Each unit owner shall have an undivided one-eighth (1/8th) share and interest in the common elements, including an undivided one-fortieth (1/40th) interest in EXHIBIT B hereto.

D. Liability for common expenses: Each dwelling unit owner shall be liable for his proportionate share of the common expenses, such share being one-eighth (1/8th) of the common expenses, and in addition, shall be liable for his one-fortieth (1/40th) proportionate share of the undivided one-fifth (1/5th) interest to the property described in EXHIBIT B hereto.

E. Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners are designated as "limited common elements" and are shown and located on the survey annexed hereto as EXHIBIT C. Any expense for the maintenance, repair or replacement relating thereto shall be treated as and paid for as part of the common expenses of the Association unless otherwise specifically provided in this Declaration and the exhibits thereto. Should said maintenance, repair or replacement of the limited common elements be caused by the negligence or misuse of a unit owner, his family, servants, guests and invitees, he shall be responsible for same and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments.

F. The Association shall assign specific parking spaces to the unit owners of this condominium. The parking spaces are to be located on the land described in EXHIBIT B attached hereto. Each parking space is numbered and located within the limited common elements parking area as shown and designated on EXHIBIT C hereto. The parking space assignments shall run with title to the original purchaser of a dwelling unit; that is, said apartment cannot be sold separate from the assigned parking space.

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ARTICLE VII

Maintenance, Alteration and Improvement

A. The Board of Directors of the Association shall enter into a contract with any firm, person or corporation for the maintenance of and repair of the condominium property and shall join with other condominium corporations in contracting with the same firm, person or corporation for maintenance as follows:

1. By the Association: The Association shall maintain and replace at the Association's expense all portions of a dwelling unit except the interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

2. By the dwelling unit owner: The responsibility of the dwelling unit owner shall be as follows:

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

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium buildings or the common elements.

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

3. Alteration and improvement: Except as elsewhere reserved to the Developer, neither a dwelling unit owner nor the Association shall make any alteration in the portions of a unit of the condominium 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 or soundness of the building, or impair any easement, without first obtaining the approval in writing of the unit owners in whose units such work is to be done and the approval of the Board of Directors of the Association. A copy of all plans for all such work prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of work.

B. Common elements and limited common elements:

1. By the Association: the maintenance and operation of the common elements and limited common elements shall be the responsibility of the Association and a common expense.

2. Alteration and improvement: After the completion of the improvements included in the common elements and limited common elements contemplated by this Declaration there shall be no alteration or further improvement of the common elements and limited common elements without prior approval in writing by the record owners of all dwelling units, provided, however, that any alteration or improvements to the common elements and limited common elements bearing the approval in writing of the record owners of not less than 75% of the common elements and limited common

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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 other improvement. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements and limited common elements bear to each other. There shall be no changes in the shares and rights of a dwelling unit owner in the common elements and limited common elements altered or further improved, whether or not the unit owner has contributed to the costs of such alteration or improvement. The costs of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquired its title as a result of owning a mortgage upon the apartment owned unless such owner approved the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings.

ARTICLE VIII Assessments

The making and collection of assessments against dwelling unit for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of common expenses: Each residence 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 residence unit owned by him.

B. Interest, application of payments: Assessments and installments on assessments paid on or before ten days after the date when due shall bear interest at the rate of ten (10%) per cent per annum from the date when due until paid. All payments upon account shall first be applied to interest and then to the assessment payment first due.

C. Liens for assessments: A lien for unpaid assessments shall also secure a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien.

D. Rental pending foreclosure: In any foreclosure of a lien for assessments remaining unpaid, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the dwelling unit and the Association shall be entitled to the appointment of a receiver to collect the same.

E. As soon as the Developer has terminated its con-

control of the condominium, Developer shall be liable for the same assessments and the same share of the common expenses and common surplus for each dwelling unit owned by Developer as the owners of the other dwelling units for the condominium and shall be subject to the same penalties for default in any assessment payment.

F. Assessments pending foreclosure: When the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure until said apartment is either sold or leased by the first mortgage holder. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

ARTICLE IX
Association

The operation of the condominium shall be by GARDENWAY F CONDOMINIUM ASSOCIATION, INC. a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following conditions:

A. Articles of Incorporation: A copy of the Articles of Incorporation of the Association is attached hereto and made a part hereof as EXHIBIT E.

B.. Bylaws: The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached hereto as EXHIBIT F .

C. Powers: The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by this Declaration and the Bylaws and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the Bylaws as they may be amended from time to time. Provided, however, that the power

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of the Association to purchase a residence unit of the condominium shall be limited to purchases at sales in foreclosures of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not change without the unanimous approval of the members of the Association and the joinder of all record owners of mortgages upon units of the condominium.

D. Limitation upon liability of the Association:

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to dwelling unit 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 unit owners or other persons.

E. Restraint upon assignment of shares in assets: The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit or units owned.

F. Approval or disapproval of matters: Whenever the decision of a dwelling unit 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 unit owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE X

Insurance

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling unit owners shall be governed by the following provisions:

A. Authority to purchase, named beneficiary: 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 dwelling unit owners without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda

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of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below and all policies and their endorsements shall be deposited with the Insurance Trustee. Dwelling unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

B. Coverage:

1. Casualty: All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundations 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 the following:

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

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

2. Public liability: Public liability insurance in such amounts and with such other coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner.

3. Workmen's compensation insurance to meet the requirements of law.

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

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

D. Insurance Trustee: All insurance policies purchased by the Association shall be for the benefit of the Association and the dwelling unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH, Riviera Beach, Florida as Trustee or to such other bank in the State of Florida having trust powers as may be designated by the Board of Directors of the Association, which Trustee is referred to in this instrument as Insurance Trustee.

The Insurance Trustee shall not be liable for payment of any

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premiums nor for the renewal or sufficiency of the 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 to hold such proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the dwelling unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

E. Share of Proceeds:

1. Common elements and limited common elements: Proceeds on account of damage to the common elements and limited common elements shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his dwelling unit.

2. Dwelling units: Proceeds on account of damage to dwelling units shall be held in the following undivided shares:

(a) When the building is restored: for the owners of damaged units in proportion to the costs of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(b) When the building is not to be restored: for the dwelling unit owners in the same proportion as their original investment in the individual dwelling units bear to each other.

3. Mortgagees: In the event a mortgage endorsement has been issued to a dwelling unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear, provided, however, that no mortgagee shall have the 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 the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and the mortgagees pursuant to the provisions of this Declaration.

F. 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:

1. Expense of the trust: All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

2. Reconstruction or Repair: If the damage for 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 the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a

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covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

3. Failure to reconstruct or repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

A. Certificate: In making distribution to dwelling unit 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 unit owners and their respective shares of the distribution.

G. Association as Agent: The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon the dwelling unit 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.

ARTICLE XI

Reconstruction or Repair After Casualty

Determination to reconstruct or repair: If any part of the condominium property shall be damaged by casualty, whether or not to reconstruct or repair shall be determined in the following manner:

A. Common elements and limited common elements: If the damaged improvement is a common element, or limited 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: If the damaged improvement is the apartment building and if units to which 50% of the common elements or limited 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 sixty (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

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to determine whether or not the damaged property is to be reconstructed or repaired.

D. 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 hereto as exhibits; or, if not, then according to the plans and specifications approved by the Board of Directors and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements and limited common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

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

F. 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.

G. 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 the reconstruction and repair the funds for the payment of costs thereof are insufficient, assessments shall be made against the dwelling unit owners in the case of damage to the common elements and limited common elements, in sufficient amounts to provide funds for the payment of such costs in the following manner:

1. 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 \$5000.00, 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.

2. Insurance Trustee: The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from assessments against dwelling unit 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:

(a) Association-lesser damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5000.00, 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.

(b) Association-major damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5000.00, 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 the State of Florida and employed by the Association to supervise the work.

(c) Dwelling unit owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner shall be paid by the Insurance Trustee to the unit owner, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(d) 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 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 not be made payable to any mortgagee.

(e) Certificate: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not the sums paid by the dwelling unit 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, however, that when a mortgagee is required in this instrument to be named as a 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 from the Association upon disbursement in payment of costs of reconstruction and repair.

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ARTICLE XII

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 or buildings, in useful condition exist upon the land.

A. Dwelling units: Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to the Developer, no dwelling unit shall 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 dwelling unit to be affected.

B. Common elements and limited common elements: The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the dwelling unit owners.

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

D. Lawful use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof and all ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

E. Leasing: After approval by the Association as elsewhere provided, entire dwelling units may be rented, provided the occupancy is by the Lessee only.

F. Regulation: Reasonable regulations concerning the use of the condominium property may be amended from time to time

by the Association in the manner provided in its Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all dwelling unit owners upon request.

G. No boats, boat trailers, trucks, campers or motor scooters, motorcycles or motorbikes of any type or description are to be stored in parking lots or in common or limited common areas.

H. Proviso: Provided, however, that until the Developer has completed all of the contemplated improvements and closed sales of all of the dwelling units, neither the unit 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 dwelling units and the development of the land described in Exhibit B hereto. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, a model apartment, the display of signs and the showing of property.

ARTICLE XIII

Maintenance of Community Interests

In order to maintain a community of congenial unit owners who are financially responsible and thus maintain and protect the value of the dwelling units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the building or buildings in useful condition exist upon the land, which provisions each dwelling unit owner covenants to observe:

A. Transfers subject to approval:

1. Sale: No dwelling unit owner may dispose of a unit or any interest therein by sale without the approval of the Association except to another dwelling unit owner.
2. Lease: No dwelling unit owner may dispose of a unit or any interest therein by lease without the approval of the Association, except to another dwelling unit owner.
3. Gift, devise or inheritance: If any dwelling unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership shall be subject to the approval of the Association.

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4. Other transfers: If any dwelling unit owner shall acquire his title by any manner not considered in the foregoing, the continuance of his ownership shall be subject to the approval of the Association.

B. Approval by the Association: The approval of the Association that is required for the transfer of ownership of dwelling units shall be obtained in the following manner:

1. Notice to Association:

(a) Sale: A dwelling unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the prospective buyer and such other information concerning the intended sale as the Association may reasonably require. Such notice, at the unit owner's option, may include a demand that the Association furnish a purchaser of the dwelling unit if the proposed purchaser is not approved. If such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease: A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information concerning the lessee as the Association may require and an executed copy of the proposed lease.

(c) Gift, devise or inheritance; other transfers: A dwelling unit owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such other information concerning the unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(d) Failure to give notice: If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a dwelling unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of approval:

(a) Sale: If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association which shall be recorded on the public records of Palm Beach County, Florida, at the expense of the purchaser.

(b) Lease: If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which at the election of the Association shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(c) Gift, devise, inheritance or other transfers: If

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the dwelling unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner other than by purchase, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the ownership of such dwelling unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

C. Disapproval by the Association: If the Association shall disapprove a transfer of ownership of a dwelling unit, the matter shall be disposed of in the following manner:

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

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved sale contract or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(d) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the public records of Palm Beach County, Florida at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided or if a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida at the expense of the purchaser.

2. Lease: If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing and the lease shall not be made.

3. Gift, devise, inheritance or other transfers: If the dwelling unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner not considered herein, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom

the unit owner must sell the unit upon the following terms:

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

(b) The purchase price shall be paid in cash.

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

(d) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida at the expense of the unit owner.

D. Mortgage: No dwelling unit owner may mortgage his unit nor interest therein without the approval of the Association except to a bank, life insurance company, or savings and loan association or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions: The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transaction whereby title to a dwelling unit is transferred to or purchased by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions apply in requiring the approval of a purchaser who acquires title to a dwelling unit at a duly advertised public sale with open bidding provided by law, such as but not limited to an execution sale, foreclosure sale,

judicial sale or tax sale.

F. Unauthorized transactions: Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE XIV

Compliance and Default

Each dwelling unit owner shall be governed by and comply with the terms of this Declaration of Condominium, the Articles of Incorporation, the Bylaws and the regulations adopted pursuant to those documents and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence: A dwelling unit owner shall be liable for any expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any invitee, guest, employee, agent or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums which may be occasioned by the use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by the unit owner.

B. Costs and attorneys' fees: In any proceedings arising because of an alleged failure of a unit owner or the Association to comply with the terms of the Declaration of Condominium, Articles of Incorporation or Bylaws or of 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 costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

C. No waiver of rights: The failure of the Association or of any other unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the regulations of the Association shall not constitute a waiver of the rights to do so thereunder.

ARTICLE XV

Amendments

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended according to the provisions of the Articles of Incorporation and the Bylaws of the Association.

A. Proviso: Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any unit or group of units, unless the unit owners so affected shall consent and the amendment shall change any unit or the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses, unless the record owner of the unit concerned and all record owners of mortgages upon such unit 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.

B. 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 only when such certificate and a copy of the amendment are recorded on the public records of Palm Beach County, Florida.

ARTICLE XVI

Termination

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

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

B. Agreement: The condominium may be terminated at any time by approval in writing of all record owners of dwelling units and all record owners of mortgages on dwelling units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving the notice of the proposed termination and if the approval of the owners of not less

than 75% of the common elements and the approval of all owners of all mortgages upon the dwelling units are obtained in writing not later than thirty (30) days after the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (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 option shall be upon the following terms:

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

2. Price: The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of the agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association and the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of a unit to be purchased. 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 such arbitration shall be paid by the purchaser.

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

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

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

D. Shares of owners after termination: After termination of the condominium the dwelling unit owners shall own the condominium property and all of the 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' units prior to the termination.

E. Amendment: This section concerning termination can-

not be amended without the consent of all dwelling unit owners and all of the record owners of mortgages upon the units.

ARTICLE XVII

Severability and Conclusion

The invalidity in whole or in part of any covenant or restriction or any section, subsection, clause, phrase or word, or other provisions of this Declaration of Condominium, the Articles of Incorporation, Bylaws and/or regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium the day and year first above written.

WITNESSES:

GARDENWAY DEVELOPMENT CO., INC.
a Florida corporation

BY: [Signature]
President

Attest:

By: [Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, this day personally appeared Gerald Sleeter and A. M. Chudnow, well known to me to be the President and Secretary, respectively of GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, and they stated before me that they executed the foregoing Declaration of Condominium as the duly authorized officers of said corporation and that said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 12th day of December, 1972.

(NOTARY SEAL)

[Signature]
Notary Public

My Commission Expires SEPT. 28, 1976
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 28, 1976
GENERAL INSURANCE UNDERWRITERS

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GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, at page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4,
thence run East (the North line of Lot A-4 is assumed
to bear East and all other bearings are relative there-
to) along the North line of
said Lot A-4 a distance of 169.20 feet to the point of
beginning; thence run North a distance of 24.12 feet to
a point; thence run West a distance of 14.33 feet to a
point; thence run North a distance of 29.00 feet to a
point; thence run West a distance of 8.00 feet to a
point; thence run North a distance of 27.58 feet to a
point; thence run West a distance of 42.00 feet to a
point; thence run South a distance of 27.58 feet to a
point; thence run West a distance of 8.00 feet to a
point; thence run South a distance of 29.00 feet to a
point; thence run West a distance of 14.33 feet to a
point; thence run South a distance of 39.42 feet to a
point; thence run East a distance of 86.66 feet to a
point; thence run North a distance of 15.30 feet to a
point of beginning.

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EXHIBIT A

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-6 and A-7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run West a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a

point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

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A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

WILLIAM G. WALLACE, P.E., L.S.
CHAUNCE A. WALLACE, E.T.

PHONE: 842-4233

WILLIAM G. WALLACE, INC.

CONSULTING ENGINEERS AND SURVEYORS

105-106 LAKEVIEW BUILDING
NORTH PALM BEACH, FLORIDA 33408

LEGAL DESCRIPTION

DESCRIPTION OF: 24 ft. roadway easement of ingress and egress, over and across the NORTH 24 ft. of the SOUTH 39.70' of the EAST 101 ft. of the WEST 161 ft. of Lot A-4, according to the Plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27 of Page 39, in and for the records of Palm Beach County, Florida.

William G. Wallace

William G. Wallace
Registered Land Surveyor
Fla. Certificate No. 913

RECORDER'S MEMO: Legibility
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when received.

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WILLIAM G. WALLACE, P.E. (L.S.)
CHAUNCE A. WALLACE, S.U.T.

PHONE: 842-4233

WILLIAM G. WALLACE, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

105-106 LAKEVIEW BUILDING
NORTH PALM BEACH, FLORIDA 33408

LEGAL DESCRIPTION

DESCRIPTION: The parcels of land designated as parking areas for Building "F" GARDENWAY APARTMENTS being described as follows:

Parking areas 62 through 70, inclusive: The North 10.30 ft. of the East 81 ft. of the West 161 ft. of Lot A-4, together with the South 9.70 ft. of the East 81 ft. of the West 161 ft. of Lot A-5, according to the Plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27 at Page 59, in and for the records of Palm Beach County, Florida.

Parking areas 71 through 78, inclusive: The North 10.30 ft. of the East 20 ft. of the West 82 ft. of Lot A-4, together with the South 16.70 ft. of the East 20 ft. of the West 82 ft. of Lot A-5, according to the Plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27 at Page 59, in and for the records of Palm Beach County, Florida.

William G. Wallace
William G. Wallace
Registered Land Surveyor
Fla. Certificate No. 913

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

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S. R. No. A-1-A

A-8

A-7

A-6

A-5

A-4

WEST 204.73'

NORTH 422.30'

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

N. 00° 15' 37" E. 422.30'
20' SERVICE ROAD (ABANDONED)

EAST 169.20'
NW COR. LOT A-4

24' INGRESS / EGRESS EASEMENT

T.O.B. BLDG. "F"

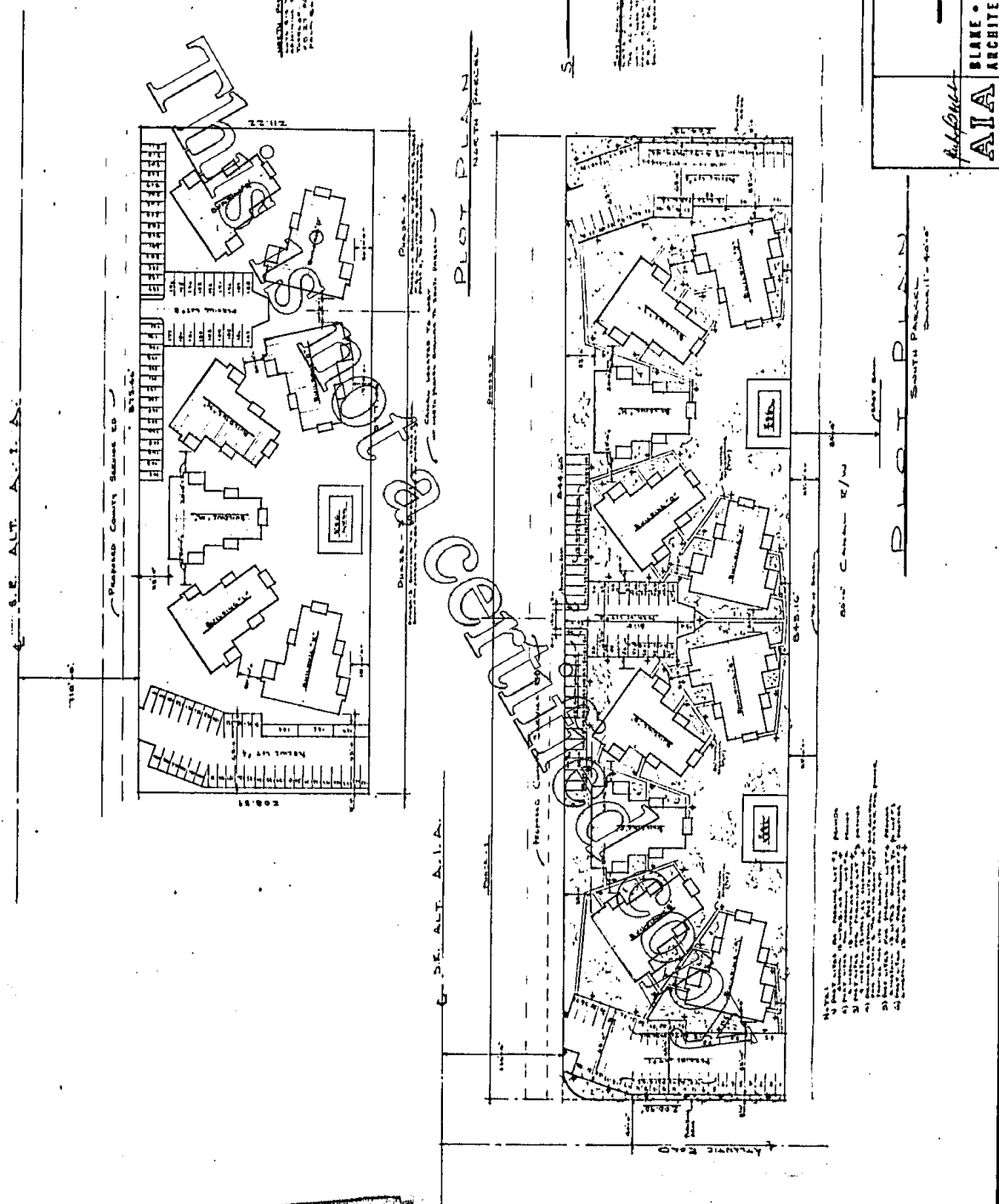
BLDG. "F" PROPERTY
SEE SHEET 2
FOR BLDG. TIE

80.00' WEST

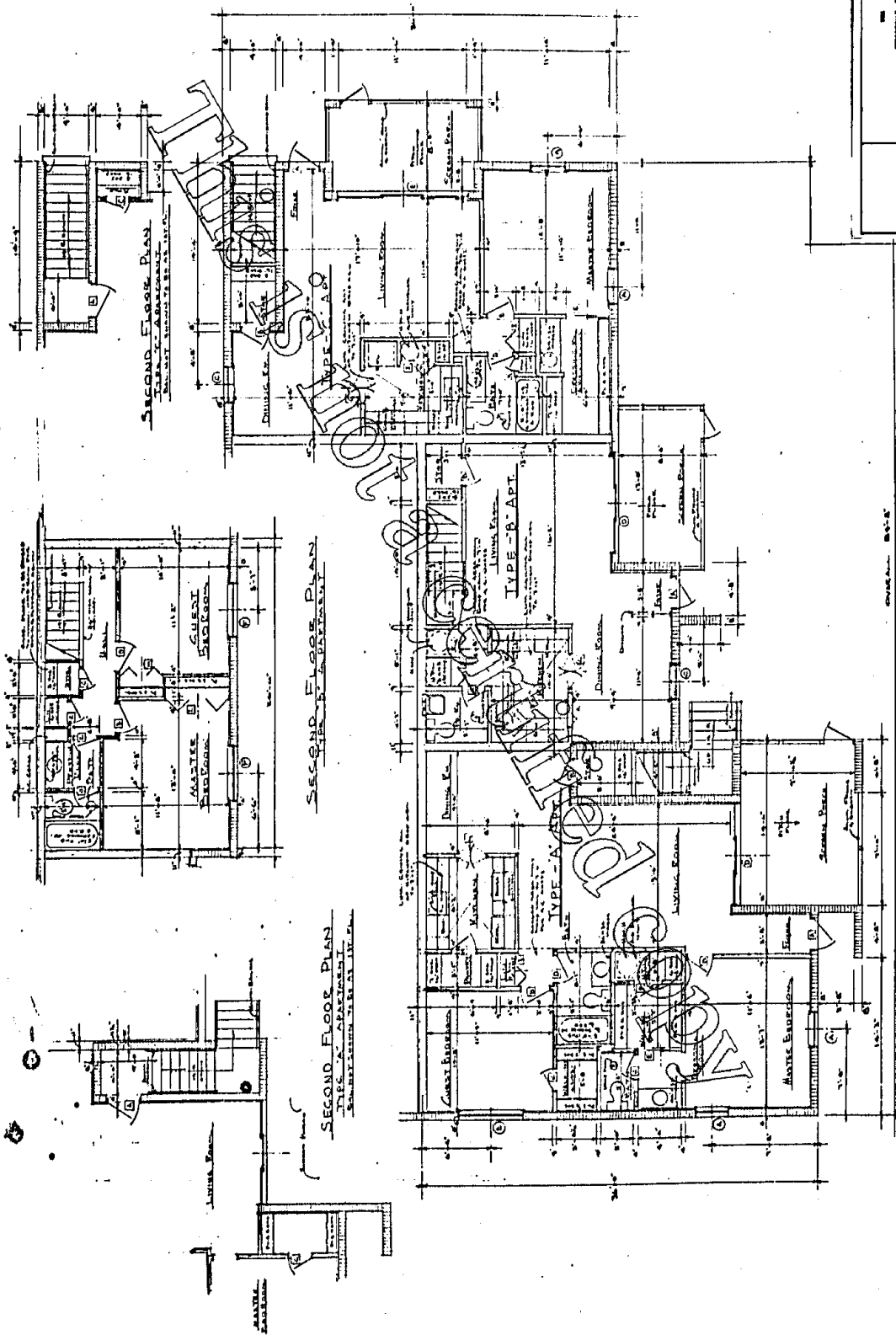
EAST 202.16'

PHASE II - BLDG. "F"





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



DATE	12-11
BY	W.H.H.
PROJECT	BLAKE - WIRTH & ASSOCIATES
ARCHITECTS	BLAKE - WIRTH & ASSOCIATES
NO.	4-1-2

FIRST FLOOR PLAN
TYPICAL APARTMENT LAYOUTS

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



EXHIBIT 104

67709

STATE OF FLORIDA

DEPARTMENT OF STATE



'72 AUG 3 PM 2:03

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

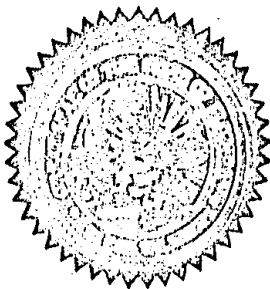
CERTIFICATE OF INCORPORATION

OF

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 21st day of July, A.D., 1972,
as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of July,
A.D., 1972.



Richard (Dick) Stone

SECRETARY OF STATE

24/00

corp-94
3-29-72

OFFICIAL RECORDS 2097 PAGE 363

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EXHIBIT E

ARTICLES OF INCORPORATION

OF

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

Name

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

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes for the operation of GRADENWAY F, a Condominium, located on lands in Palm Beach County, Florida, more particularly described in Exhibit A attached hereto, together with an undivided one-fifth (1/5th) interest in Exhibit B attached hereto and made a part hereof. The Association shall make no distribution of income to its members, Directors or officers. The Association shall exist perpetually.

ARTICLE III

Powers

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

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

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

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EXHIBIT E

1. To make and collect assessments against members as residence unit owners to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as residence unit owners.
5. The reconstruction of improvements after casualty and the further improvement of the property.
6. To make and amend reasonable regulations regarding the use of the condominium property, provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.
7. To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided in the Declaration of Condominium and the Bylaws of the Association.
8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and the regulations of the Association for the use of the property of the condominium.
9. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.
10. To employ personnel to perform the services required for the proper operation of the condominium.

C. All funds and titles of all properties acquired by members of the Association in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

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

ARTICLE IV

Members

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

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EXHIBIT E'

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

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

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

ARTICLE V

Directors

A. The affairs of the Association shall be managed by a Board of Directors consisting of a number of Directors determined by the Bylaws, but shall be not less than three (3). In the absence of such determination, the Board shall consist of three (3) Directors. Directors need not be members of the Association.

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

C. The first election of Directors shall not be held until after the Developer has closed the sales of all of the residence units of the condominium or until after December 15, 1972, whichever occurs first. The Directors named in these Articles shall serve until the first election of Directors and any vacancies occurring before the first election shall be filled by the remaining Directors.

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

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EXHIBIT 6

<u>NAMES</u>	<u>ADDRESS</u>
GERALD SLEETER	636 N. Federal Highway, North Palm Beach, Florida
D. S. STOSSEL	636 N. Federal Highway, North Palm Beach, Florida
L. M. TAYLOR	636 N. Federal Highway, North Palm Beach, Florida

ARTICLE VI

Officers

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

<u>NAMES</u>	<u>OFFICE</u>	<u>ADDRESS</u>
GERALD SLEETER	President	636 N. Federal, North Palm Beach, Florida
D. S. STOSSEL	Vice President	636 N. Federal, North Palm Beach, Florida
L. M. TAYLOR	Secretary-Treasurer	636 N. Federal, North Palm Beach, Florida

ARTICLE VII

Indemnification

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

ARTICLE VIII

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded from time to time as provided in the Bylaws.

ARTICLE IX

Amendment

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

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

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

1. Such approvals must be by not less than 75% of the votes of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association, or
2. By not less than 80% of the votes of the entire membership of the Association.

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

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

ARTICLE X

Subscribers

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

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EXHIBIT E

<u>NAME</u>	<u>ADDRESS</u>
GERALD SLEETER	636 N. Federal, North Palm Beach, Florida
D. S. STOSSEL	636 N. Federal, North Palm Beach, Florida
L. M. TAYLOR	636 N. Federal, North Palm Beach, Florida

IN WITNESS WHEREOF, the subscribers have hereunto affixed
their hands and seals this 20th day of July, 1972.

Gerald Sleeter (SEAL)
GERALD SLEETER

D. S. Stoszel (SEAL)
D. S. STOSSEL

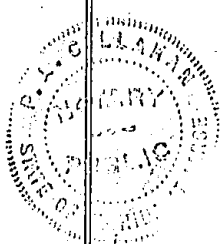
L. M. Taylor (SEAL)
L. M. TAYLOR

STATE OF FLORIDA :
:SS:
COUNTY OF PALM BEACH :

Before me, the undersigned authority, this day personally
appeared GERALD SLEETER, D. S. STOSSEL and L. M. TAYLOR, well
known to me to be the persons described in and who executed
the foregoing Articles of Incorporation and they acknowledged
before me that they executed the same for the purposes therein
expressed.

WITNESS my hand and official seal in the county and state
last aforesaid this 20th day of July, 1972.

P. A. Callahan
Notary Public
My Commission expires:
Notary Public, State of Florida, at Large
My Commission Expires April 12, 1976



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EXHIBIT **E**

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
11, at page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4,
thence run East (the North line of Lot A-4 is assumed
to bear East and all other bearings are relative there-
to) along the North line of
said Lot A-4 a distance of 169.20 feet to the point of
beginning; thence run North a distance of 24.12 feet to
a point; thence run West a distance of 14.33 feet to a
point; thence run North a distance of 29.00 feet to a
point; thence run West a distance of 8.00 feet to a
point; thence run North a distance of 27.58 feet to a
point; thence run West a distance of 42.00 feet to a
point; thence run South a distance of 27.58 feet to a
point; thence run West a distance of 8.00 feet to a
point; thence run South a distance of 29.00 feet to a
point; thence run West a distance of 14.33 feet to a
point; thence run South a distance of 39.42 feet to a
point; thence run East a distance of 86.66 feet to a
point; thence run North a distance of 15.30 feet to a
point of beginning.

OFFICIAL RECORD 2097 PAGE 370

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EXHIBIT A

EXHIBIT E

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 45.30 feet to a point of beginning.

A portion of Lots A-6 and A-7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run West a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a

point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

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EXHIBIT E

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

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Recorded in O N Book &
Record verified
Palm Beach County, Fla.,
John B. Dunkle
Clerk Circuit Court

BYLAWS
OF
GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

Identity

These are the Bylaws of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on July 21, 19 72. The Association has been organized for the purposes of administering a condominium pursuant to Chapter 711, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name: GARDENWAY F, a Condominium and is located upon the land in Palm Beach County, Florida, described in EXHIBIT A and an undivided one-fifth (1/5th) interest in EXHIBIT B attached hereto and made a part hereof.

A. The office of the Association shall be 636 North Federal Highway, North Palm Beach, Florida.

B. The fiscal year of the corporation shall be the calendar year.

C. The seal of the corporation shall bear the name of the corporation and the word "Florida", the words "corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II

Members' Meetings

A. The annual members' meeting shall be held at the office of the Association at 8:00 P.M. on the last Thursday in July of each year for the purpose of transacting any other business authorized to be transacted by the members; provided, however, that if the day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the President, Vice-President, or 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.

C. 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, 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 mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

D. A quorum at members' meetings shall consist of the number of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes of members 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 Bylaws.

E. Voting:

1. In any meeting of members, the owners of the dwelling units shall be entitled to cast the number of votes indicated as follows: The owner of each dwelling unit shall be entitled to cast one vote.

2. If a dwelling unit is owned by one person his right to vote shall be established by the record title to his unit. If a dwelling unit is owned by more than one person, or by a corporation, or is under lease, the person entitled to cast the vote or votes for that unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association or 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 ownership of the dwelling unit concerned. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement of a quorum nor for any other purpose.

3. Proxies: Votes may be cast in person or by proxy. A proxy may be made by any persons entitled to vote and

shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association before the appointed time of the meeting.

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

5. The order of business at annual members' meetings and as far as is practical at other members' meetings shall be as follows:

- a. Election of Chairman
- b. Calling of 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 election inspectors
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

6. Provide: Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sale of all of the dwelling units or until December 15, 1972, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III

Directors

A. Membership: The affairs of the Association shall be managed by a Board of not less than three nor more than seven Directors, the exact number to be determined at the time of election.

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

1. The election of Directors shall be held at the annual members' meeting.

2. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (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.

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

4. Except as to vacancies provided by the removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5. 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.

6. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the dwelling units, or until the Developer elects to terminate its control of the condominium, or until December 15, 1972, whichever shall first occur, the first Directors of the Association shall serve, and in the event of vacancies, the remaining Directors shall fill the vacancies, and if there be no remaining Directors, the vacancies shall be filled by the Developer.

7. 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.

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

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

F. Special meetings of the Board of 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 (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time and place and purpose of the meeting.

G. 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.

H. A quorum at meetings of the Directors shall consist of a majority of the entire Board of 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, except when approval by a greater number of Directors is required by the Declaration of Condominium and the Articles of Incorporation or these Bylaws.

EXHIBIT F

I. 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.

J. 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.

K. The presiding officer of Directors' meetings shall be the President or in his absence the Vice President. In the absence of the presiding officer, the Directors shall designate one of their number to preside.

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

M. Powers and duties of the Board of Directors: All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to the approval by dwelling unit owners when such is specifically required.

ARTICLE IV

Officers

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

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association,

EXHIBIT **F**

including but not limited to the power to appoint committees from among the members of the Association from time to time as he deems necessary and appropriate, to assist in the conduct of the affairs of the Association.

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

D. The Secretary shall keep the minutes of all proceedings of the Directors and 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 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 President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or unable to serve.

E. 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 shall perform all other duties incident to the office of Treasurer of an Association.

F. The compensation, if any, of officers and employees of the Association shall be fixed by the Directors. The provision that the 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 V

Fiscal Management

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

A. Accounts: The receipts and expenditures of the

EXHIBIT **F**

Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expense:

1. Current expenses 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 those expenditures which are 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 expenses for the succeeding year.

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

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

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

5. Operations which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue producing operations, if any, will be charged to this account and any surplus from such other operations shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against dwelling unit owners, which assessments may be made in advance in order to provide a working fund.

B. Budget: The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

C. Assessments: Assessments against the dwelling unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before the 20th day of December preceding the year for which the assessments are made. Such assessments shall be made and due in four (4) equal installments on the first day of January, the first day of April,

the first day of July, and the first day of October of each year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the same amount as the last prior assessment and quarterly installments on such assessments shall be due upon each installment payment date until an amended assessment is made.

1. Acceleration of assessment installments upon default: If a dwelling unit 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 unit owner and then the remaining unpaid balance of the assessment shall become due and payable upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the dwelling unit 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. The Board of Directors shall have the right to turn the water off if the unit owner remains in default in the payment of assessments. The assessments which are in default shall constitute a lien against the real property owned by the dwelling unit owner in the condominium property.

2. Assessments for emergencies: Assessments for common expenses of emergencies that cannot be paid from annual assessments for common expenses shall be made only after notice of the need for such is given to the dwelling unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the dwelling unit owners concerned, the assessment shall become effective and it shall be due after thirty (30) days written notice in the manner as the Board of Directors may require in the notice of assessment.

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

4. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit shall be furnished to each member and to any holder of a mortgage upon condominium property or upon any dwelling unit not later than April 1 of the year following the year for which the audit is made.

D. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors but shall be not less than one-half of the amount of the total annual assessments against members by the Association for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

ARTICLE VII

Amendment

Except as elsewhere provided, these Bylaws, the Articles of Incorporation and the Declaration of Condominium may be amended in the following manner:

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

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

1. Not less than 75% of the entire membership of the Board of Directors and not less than 75% of the votes of the entire membership of the Association; or
2. Not less than 80% of the votes of the entire membership of the Association; or
3. Until the first election of Directors by all members of the Association.

C. An amendment to the Articles of Incorporation shall be recorded in the public records of Palm Beach County, Florida immediately after its adoption and shall not become effective until it has been so recorded.

The foregoing were adopted as the Bylaws of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors held on July 21, 19 72.

APPROVED:

President

Secretary

EXHIBIT

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

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EXHIBIT A EXHIBIT F

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-6 and A-7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run West a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a

EXHIBIT F

RYAN, TAYLOR, BOCKER & LAW, LAWYERS, NORTH PALM BEACH, FLORIDA, TELEPHONE 842-3233

point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

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EXHIBIT F

RYAN, TAYLOR, BOOKER & LAW, LAWYERS, NORTH PALM BEACH, FLORIDA. TELEPHONE 842-3233

EXHIBIT B - page 3

INSURANCE TRUST AGREEMENT

MADE this 12th day of December, 19 72,

by and between GARDENWAY F CONDOMINIUM ASSOCIATION, INC., (a condominium association) a corporation not for profit under the laws of the State of Florida, hereinafter called Association and FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH, Riviera Beach, Florida, a banking association authorized to do business in the State of Florida and having trust powers, hereinafter called Insurance Trustee;

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

The Declaration of Condominium dated December 12, 19 72, and recorded in Official Record Book 2097 at page 324, of the public records of Palm Beach County, Florida created GARDENWAY F, a Condominium, which is a condominium of dwelling units upon the land in Palm Beach County, Florida described in EXHIBIT A and an undivided one-fifth (1/5th) interest in EXHIBIT B attached hereto and made a part hereof. Such Declaration of Condominium is incorporated by reference and a conformed copy of such Declaration has been filed with the Insurance Trustee. Such instrument is called Declaration in this agreement.

The Declaration provides that certain insurance shall be purchased by the Association and that the proceeds of all policies of insurance so purchased shall be made payable to the Insurance Trustee. The Declaration also makes provisions for the collection and disbursement of proceeds of such policies. This Insurance Trust Agreement is made in order to state the insurance provisions of the Declaration in an agreement with the Insurance Trustee as follows:

ARTICLE I

Insurance Trustee-share of proceeds: All insurance policies purchased by the Association and the dwelling unit owners and their mortgagees as their interest may appear shall provide that all proceeds covering the property losses shall be paid to the FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH, Riviera Beach, Florida, as Trustee, which Trustee shall be referred to in this instrument as the Insurance Trustee. The Insurance

Trustee shall not be liable for the payment of premiums nor for the renewal or sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds in trust for the benefit of the dwelling unit owners and their mortgagees in the shares set out in the Declaration of Condominium, but which shares need not be set forth on the records of the Insurance Trustee.

ARTICLE II

Common elements: Proceeds on account of damage to common elements shall be an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

ARTICLE III

Dwelling units: Proceeds on account of damage to dwelling units shall be held in the following undivided shares:

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

(b) When the building is not to be restored-an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

ARTICLE IV

Mortgagees: In the event a mortgagee endorsement has been issued to a dwelling unit, the share of the unit owner shall be held in trust for the mortgagee and the unit 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 the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the dwelling unit owner and the mortgagee pursuant to the provisions of the Declaration of Condominium. 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 trust: All expenses of the Insurance Trustee shall be paid first or provision made for the payment of such.

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

(c) Failure to reconstruct or repair: If it is determined in the manner provided by the Declaration of Condominium that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners the remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

(d) In making distribution to dwelling unit 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 unit owners and their respective shares of the distribution.

(e) Association as agent: The Association is irrevocably the agent for each dwelling unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

ARTICLE V

Determination to reconstruct or repair after casualty:

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the manner provided by the Declaration of Condominium. 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.

ARTICLE VI

Disbursement of 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 dwelling unit 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 \$5000.00 then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee.

In all such other cases, the Association shall hold the sums then 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 dwelling unit 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 \$5000.00, 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 herein 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 \$5000.00, 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 the State of Florida and employed by the Association to supervise the work.

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

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

ARTICLE VII

Certificate: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by dwelling unit owners upon assessments shall be deposited by the Association with the Insurance Trustee nor to determine whether or not the disbursements from the construction fund are to be paid upon the order of the Association or upon

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the 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 from 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 each payee and the amount to be paid, provided, however, 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 dwelling 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.

ARTICLE VIII

Termination of this agreement: This agreement shall continue as long as the members of the Association have an insurable interest in the improvements upon the lands, unless sooner terminated upon thirty (30) day written notice by either party hereto and the payment of all costs of the Insurance Trustee to the date of termination, provided, however, that if notice of termination of this agreement is given prior to the appointment of a successor Trustee, a copy of such notice shall be mailed by registered or certified mail by the party giving the notice, to each record owner of a mortgage upon a dwelling unit.

ARTICLE IX

Indemnification: The Association shall indemnify the Insurance Trustee and save it harmless against any and all other liabilities, costs and expenses incurred by the Insurance Trustee, including counsel fees for anything whatsoever arising out of the existence of this agreement, except as a result of the Insurance Trustee's own gross negligence, willful misconduct or bad faith.

ARTICLE X

Interpleader: In the event of a disagreement between the parties, or with any of the beneficiaries or their mortgagees concerning the subject matter of this agreement, the Insurance Trustee may, at its discretion, deposit the subject matter of the dispute in the registry of a Court of competent jurisdiction and interplead the other parties to the dispute.

The foregoing agreement is hereby agreed upon and executed by the parties the day and year first above written.

WITNESSES:

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

Diane R. Stossel

By:

James H. Corallo
President

Attest:

By:

James H. Corallo
Secretary

Paul M. Stogor

FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH

Sena Shungate

By:

Sena Shungate
President

Attest:

By:

Sena Shungate
Secretary

STATE OF FLORIDA

:

COUNTY OF PALM BEACH

SS:

:

Before me, the undersigned authority this day personally appeared _____ and _____, well known to me to be the President and Secretary, respectively, of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, and they stated before me that they executed the foregoing instrument as the duly authorized officers of said corporation and that said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto. WITNESS my hand and official seal this 12th day of December, 1972.

Diane R. Stossel
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 28, 1976
GENERAL INSURANCE UNDERWRITERS

2097 PAGE 392

STATE OF FLORIDA :
:SS:
COUNTY OF PALM BEACH :

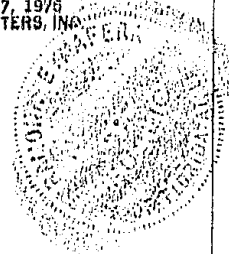
Before me, the undersigned authority, this day personally appeared *Gary E. Jones* and *Frances A. Merriam*, well known to me to be the President and *V.P. & Cashier* Secretary, respectively, of FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH and they stated before me that they executed the foregoing instrument as the duly authorized officers of said corporation and that said instrument was duly executed, freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 19 day of

December, 19 72.

Samuel E. Miller
Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 7, 1976
GENERAL INSURANCE UNDERWRITERS, INC.



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GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

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EXHIBIT A

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (The North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-6 and A-7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run West a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a

point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

2097 PAGE 397

Recorded in O R Book &
Record verified
Palm Beach County, Fla.,
John B. Dunkle
Clerk Circuit Court

THIS INSTRUMENT PREPARED BY:

L. M. TAYLOR
RYAN, TAYLOR & LAW
P.O. BOX 14577
NORTH PALM BEACH, FLA. 33408

9183

AMENDMENT TO DECLARATION OF CONDOMINIUM OF GARDENWAY F ,
a Condominium, ALSO TO BE INTERPRETED AS A SUPPLEMENTAL
DECLARATION OF CONDOMINIUM UNDER FLORIDA STATUTE 711

THIS AMENDMENT made this 22nd day of January, 1973, by GARDENWAY
DEVELOPMENT CO., INC., a Florida corporation, hereinafter called Developer, for
itself, its successors, grantees and assigns;

WITNESSETH:

WHEREAS, Developer recorded in the public records of Palm Beach County,
Florida that certain Declaration of Condominium of the Gardenway F , a Condominium,
said instrument being dated December 12, 1972 and recorded in Official
Record Book 2097, pages 324 through 397; and

WHEREAS, ARTICLE XV of said Declaration provides that the same may be
amended; and

WHEREAS, this amendment complies with the provisions of ARTICLE XV of
said Declaration;

NOW, THEREFORE, the Declaration of Condominium of GARDENWAY F ,
a condominium, is hereby amended in the following respects:

1. The purpose of this amendment to the Declaration of Condominium of
the GARDENWAY F , a Condominium, is to re-record the legal descriptions attached
hereto and made a part hereof as EXHIBITS A and B, so that the official record shall
show that title to the property described in EXHIBITS A and B hereto is vested in the
Developer prior to the recording of this amendment and this amendment, which is
also to be interpreted as a supplemental Declaration of Condominium of GARDENWAY
F, a Condominium, under Florida Statute 711, readopts, realleges and incorporates
herein as if fully set forth herein, all sections, subsections, clauses, phrases, pro-
visions, words and exhibits of that certain Declaration of Condominium of GARDEN-
WAY F , a Condominium, previously recorded in Official Record Book 2097,
pages 324 through 397, of the public records of Palm Beach County,
Florida on DEcember 21, 1972. The Developer, prior to the execution of this
amendment, has not conveyed any dwelling units in this Condominium.

IN WITNESS WHEREOF, the Developer has executed this amendment to the
Declaration of Condominium of GARDENWAY F , a Condominium, the day and year
first above written.

RECORDED 2111 PAGE 1339

73 JAN 24 PM 3:53

PLEASE RETURN TO:

RYAN, TAYLOR & LAW

P.O. BOX 14577

NORTH PALM BEACH, FLA. 33408

16.60

WITNESSES:

GARDENWAY DEVELOPMENT CO., INC.,
a Florida corporation

By: Gerald J. Sleeter

President

Attest: L. M. Taylor, Asst. Sec.

By: L. M. Taylor, Asst. Sec.

Assistant Secretary

(CORPORATE SEAL)

We have read the above and forgoing Amendment to the Declaration of
Condominium of the GARDENWAY F, a Condominium, and are in agreement there-
with.

WITNESSES:

GARDENWAY F CONDOMINIUM ASSOCIA-
TION, INC., a Florida non-profit
corporation

By: Gerald J. Sleeter

President

Attest: L. M. Taylor, Asst. Sec.

By: L. M. Taylor, Asst. Sec.

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared GERALD F.
SLEETER and L. M. TAYLOR, well known to me to be the President and Assistant
Secretary of GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, and
they stated before me that they executed the foregoing Amendment to Declaration of
Condominium as the duly authorized officers of said corporation and said instrument
was duly executed freely and voluntarily as the authorized act of said corporation
and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 22nd day of January, 1973.

Mariane S. Thasick
Notary Public

My Commission expires
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 28, 1978
GENERAL INSURANCE UNDERWRITERS

2111 PAGE 1340

STATE OF FLORIDA
COUNTY OF PALM BEACH

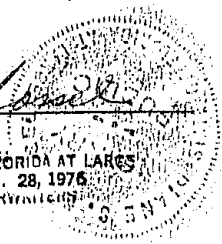
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: SS:
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Before me, the undersigned officer, this day personally appeared GERALD F. SLEETER and L. M. TAYLOR, well known to me to be the President and Secretary, respectively of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the above and foregoing Amendment to the Declaration of Condominium as the duly authorized officers of said corporation and said instrument was executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 22nd day of January, 1973.

W. J. P. Blum
Notary Public

My Commission expires
NOTARY PUBLIC, STATE OF FLORIDA AT LARGES
MY COMMISSION EXPIRES SEPT. 28, 1976
GENERAL INSURANCE UNDERWRITERS



This is not a certified copy

2111 PAGE 1341

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

RECORDED 2111 PAGE 1342

EXHIBIT A

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-6 and A-7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run West a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a

point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

2111 PAGE 1344

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

2111 PAGE 1345

Recorded in O R Book &
Record verified
Palm Beach County, Fla.,
John B. Dunkle
Clerk Circuit Court

17001 AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
GARDENWAY F, A CONDOMINIUM
12096 State Road A-1-A
Lake Park, Florida 33403

THIS AMENDMENT, made this 13th day of February, 1973, by
GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, hereinafter
called "Developer", for itself, its successors and assigns:

WITNESSETH:

WHEREAS, Developer recorded in the public records of Palm Beach
County, Florida, that certain Declaration of Condominium of Gardenway F, a
Condominium, said instrument being dated December 12, 1972, and recorded
December 21, 1972, in Official Record Book 2097, pages 324 through 397; and

WHEREAS, ARTICLE XV of said Declaration provides that same may
be amended;

NOW, THEREFORE, the Declaration of Condominium of Gardenway F,
a Condominium, is hereby amended in the following respects:

1. EXHIBIT A shall be amended to read as shown on Exhibit "A"
attached hereto and made a part hereof; and
2. EXHIBIT B shall be amended to read as shown on Exhibit "B"
attached hereto and made a part hereof.

In all other respects the Declaration is to remain as filed in Official
Record Book 2097, page 324, public records of Palm Beach County, Florida.

IN WITNESS WHEREOF the Developer and Declarer, GARDENWAY
DEVELOPMENT CO., INC., a Florida corporation, has executed this Amend-
ment to the Declaration of Condominium of GARDENWAY F, a Condominium,
the day and year first above written.

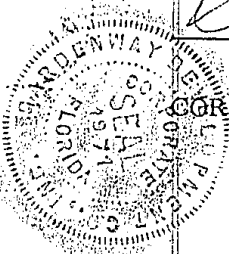
Witnesses:

Sobel L. Park
K. D. Blossel

GARDENWAY DEVELOPMENT CO., INC.

By *James A. Skitter*
President

ATTEST:
By *[Signature]*
Asst. Secretary



CORPORATE SEAL

PLEASE RETURN TO:
RYAN, TAYLOR & LAW
P. O. BOX 14577
NORTH PALM BEACH, FLA. 33403

FILED 2120 PAGE 1852

73 FEB 14 PM 3:57

We have read the above and foregoing changes to the Declaration of Condominium of GARDENWAY F, a Condominium, and are in agreement therewith.

Witnesses:

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

By Isabel L. Park President

ATTEST:

By [Signature] Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared GERALD SLEETER and L. M. TAYLOR, well known to me to be President & Asst. Secretary, respectively of GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, and they stated before me that they executed the foregoing Amendment to the Declaration of Condominium as the duly authorized officers of said corporation and said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 13th day of February, 1973.

Isabel L. Park
Notary Public, State of Florida

My Commission Expires
Notary Public, State of Florida at Large
My Commission Expires Sept. 22, 1975
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared GERALD SLEETER and L. M. TAYLOR, well known to me to be the President and Secretary, respectively of GARDENWAY F. CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and they stated before me that they executed the foregoing Amendment to the Declaration of Condominium as they duly authorized officers of said corporation and said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 14th day of February, 1973.

Isabel L. Park
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 22, 1975
Bonded By American Fire & Casualty Co.

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

RECORDED 2120 PAGE 1854

EXHIBIT A

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 109.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

2120 PAGE 1855

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.57 feet to the Point
of Beginning; thence run North a distance of 86.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 8.00 feet to a
point; thence run East a distance of 27.58 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 8.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7;
thence run East (the South line of said Lot A-7 is
assumed to bear East and all other bearings are rela-
tive thereto) along the South line of said Lot A-7
a distance of 77.90 feet to a point; thence run North
a distance of 43.20 feet to the Point of Beginning;
thence run North 41°30'00" East a distance of 86.66
feet to a point; thence run South 48°30'00" East a
distance of 39.42 feet to a point; thence run South
41°30'00" West a distance of 14.33 feet to a point;
thence run South 48°30'00" East a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 8.00 feet to a point; thence run South
48°30'00" East a distance of 27.58 feet to a point;
thence run South 41°30'00" West a distance of 42.00
feet to a point; thence run North 48°30'00" West a
distance of 27.58 feet to a point; thence run South
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" West a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 14.33 feet to a point; thence run North
48°30'00" West a distance of 39.42 feet to the Point
of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.00 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

2120 PAGE 1857

RECORDED

Recorded in O. K. Book 2
Record verified
Palm Beach County, Fla.,
John E. Buckle
Clerk Circuit Court

L. M. TAYLOR
 RYAN, TAYLOR & LAW
 P. O. BOX 14577
 NORTH PALM BEACH, FLA. 33469

AMENDMENT TO
 DECLARATION OF CONDOMINIUM
 OF

88919' GARDENWAY F, A CONDOMINIUM
 12096 State Road A-1-A
 Lake Park, Florida 33403

THIS AMENDMENT, made this 20th day of August, 1973,
 by GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, hereinafter
 called "Developer", for itself, its successors and assigns:

WITNESSETH:

WHEREAS, Developer recorded in the public records of Palm Beach
 County, Florida, that certain Declaration of Condominium of GARDENWAY F, a
 Condominium, said instrument being dated December 12, 1972 and
 recorded Dec. 21, 1972, in Official Record Book 2097, page 324, public
 records of Palm Beach County, Florida;

WHEREAS, Exhibit B thereof entitled "Gardenway Phase II Development
 Site" was recorded with an incorrect legal description in the last deleted
 described parcels,

NOW, THEREFORE, the Declaration of Condominium of GARDENWAY F,
 a Condominium, is hereby amended by Exhibit B entitled, "Gardenway Phase II
 Development Site" as attached hereto and made a part hereof, as provided in the
 Declaration of Condominium and Section 711 of the Florida Statutes.

Following is the list showing the owners of the Condominium Units
 in GARDENWAY F, a Condominium, all of whom join in this Amendment and
 give their Consent thereto:

Apartment #1	Carl N. Becker, Inc.
Apartment #2	Carl N. Becker, Inc.
Apartment #3	Carl N. Becker, Inc.
Apartment #4	Carl N. Becker, Inc.
Apartment #5	John J. Sautner
Apartment #6	Carl N. Becker, Inc.
Apartment #7	Carl N. Becker, Inc.
Apartment #8	Marybeth C. Fless

In all other respects the Declaration of Condominium is to remain as
 filed in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF the Developer and Declarer, GARDENWAY

PLEASE RETURN TO:

RYAN, TAYLOR & LAW,
 P. O. BOX 14577
 NORTH PALM BEACH, FLA. 33409

REC-2202 PAGE 1637

73 AUG 20 PM 3:34

16.60

DEVELOPMENT CO., INC., a Florida corporation, and any and all owners of
Condominium Units, if any, have executed this amendment to the Declaration
of Condominium of GARDENWAY F, a Condominium, the day and year first
above written.

Witnesses:

[Signature]

[Signature]

CORPORATE SEAL

GARDENWAY DEVELOPMENT CO., INC.

By [Signature] (Seal)
Gerald F. Sleeter, President

Attest:

By [Signature] (Seal)
L. M. Taylor, Assistant Secretary

We have read the above and foregoing changes to the Declaration of
Condominium of GARDENWAY F, a Condominium, and are in agreement therewith.

Witnesses:

[Signature]

[Signature]

CORPORATE SEAL

GARDENWAY F CONDOMINIUM
ASSOCIATION, INC.

By [Signature] (Seal)
Gerald F. Sleeter, President

Attest:

By [Signature] (Seal)
L. M. Taylor, Secretary

CARL N. BECKER, INC.

By [Signature] (Seal)
Carl N. Becker, President

Attest:

By [Signature] (Seal)
Charlotte E. Becker

[Signature] (Seal)
John J. Sautner

[Signature]

[Signature]

[Signature]

[Signature]


[Signature] (Seal)
Marybeth C. Fless

RECORDED 2202 PAGE 1638

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared GERALD F. SLEETER and L.M. TAYLOR, well known to me to be President and Assistant Secretary, respectively of GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, and they stated before me that they executed the foregoing Amendment to the Declaration of Condominium as the duly authorized officers of said corporation and said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto

WITNESS my hand and official seal this 7th day of August


Notary Public, State of Florida

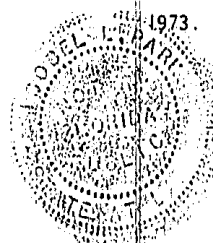
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH

Notary Public, State of Florida at Large
My Commission Expires July 22, 1975
Bonded By American Fidelity & Casualty Co.

Before me, the undersigned officer this day personally appeared GERALD F. SLEETER and L.M. TAYLOR, well known to me to be President and Secretary, respectively of GARDENWAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and they stated before me that they executed the foregoing Amendment to the Declaration of Condominium as the duly authorized officers of said corporation and said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto

WITNESS my hand and official seal this 7th day of August


Notary Public, State of Florida

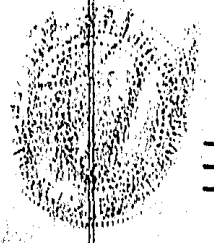
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH

Notary Public, State of Florida at Large
My Commission Expires July 22, 1975
Bonded By American Fidelity & Casualty Co.

Before me, the undersigned officer this day personally appeared CARL N. BECKER and CHARLOTTE E. BECKER, well known to me to be the President and Secretary,, respectively of CARL N. BECKER, INC. and they acknowledged before me that the executed the foregoing Instrument as the duly authorized officers of said corporation and said Instrument was executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 13 day of Aug.


Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH FIDELITY & CASUALTY CO.

RECORDED 2202 PAGE 1639

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared JOHN J. SAUTNER
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 12 day of Aug.
1973.

Bernard Skramen
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH FRED W. DISTELHORST

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared MARYBETH C. FIESS
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that she
executed the same.

WITNESS my hand and official seal this 14 day of aug
1973.

Bernard Skramen
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH FRED W. DISTELHORST

RECORDED 2202 PAGE 1640

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 168.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.17 feet to the Point
of Beginning; thence run North a distance of 36.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 8.00 feet to a
point; thence run East a distance of 27.53 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 8.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

RECORDED 2202 PAGE 1642

A portion of Lots A-7 and A-8 according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7;
thence run East (the South line of said Lot A-7 is
assumed to bear East and all other bearings are rela-
tive thereto) along the South line of said Lot A-7
a distance of 77.90 feet to a point; thence run North
a distance of 43.20 feet to the Point of Beginning;
thence run North 41°30'00" East a distance of 86.66
feet to a point; thence run South 48°30'00" East a
distance of 39.42 feet to a point; thence run South
41°30'00" West a distance of 14.33 feet to a point;
thence run South 48°30'00" East a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 8.00 feet to a point; thence run South
48°30'00" East a distance of 27.58 feet to a point;
thence run South 41°30'00" West a distance of 42.00
feet to a point; thence run North 48°30'00" West a
distance of 27.58 feet to a point; thence run South
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" West a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 14.33 feet to a point; thence run North
48°30'00" West a distance of 39.42 feet to the Point
of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" East
a distance of 86.66 feet to a point; thence run South
40°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

Recorded in O R Book 28
Record verified
Palm Beach County, Fla.
John B. Dunlap
Clerk Circuit Court

RECORDED 2202 PAGE 1643

67709

STATE OF FLORIDA

DEPARTMENT OF STATE



72 AUG 3 PM 2:03

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

GARDENWAY CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 21st day of July, A.D., 1972,
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of July,
A.D., 1972.

Richard (Dick) Stone

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

Name

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

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes for the operation of GRADENWAY F, a Condominium, located on lands in Palm Beach County, Florida, more particularly described in Exhibit A attached hereto, together with an undivided one-fifth (1/5th) interest in Exhibit B attached hereto and made a part hereof. The Association shall make no distribution of income to its members, Directors or officers. The Association shall exist perpetually.

ARTICLE III

Powers

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

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

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

1. To make and collect assessments against members as residence unit owners to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as residence unit owners.
5. The reconstruction of improvements after casualty and the further improvement of the property.
6. To make and amend reasonable regulations regarding the use of the condominium property, provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.
7. To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided in the Declaration of Condominium and the Bylaws of the Association.
8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and the regulations of the Association for the use of the property of the condominium.
9. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.
10. To employ personnel to perform the services required for the proper operation of the condominium.

C. All funds and titles of all properties acquired by members of the Association in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

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

ARTICLE IV

Members

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

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

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

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

ARTICLE V

Directors

A. The affairs of the Association shall be managed by a Board of Directors consisting of a number of Directors determined by the Bylaws, but shall be not less than three (3). In the absence of such determination, the Board shall consist of three (3) Directors. Directors need not be members of the Association.

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

C. The first election of Directors shall not be held until after the Developer has closed the sales of all of the residence units of the condominium or until after December 15, 1972, whichever occurs first. The Directors named in these Articles shall serve until the first election of Directors and any vacancies occurring before the first election shall be filled by the remaining Directors.

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

<u>NAMES</u>	<u>ADDRESS</u>
GERALD SLEETER	636 N. Federal Highway, North Palm Beach, Florida
D. S. STOSSEL	636 N. Federal Highway, North Palm Beach, Florida
L. M. TAYLOR	636 N. Federal Highway, North Palm Beach, Florida

ARTICLE VI

Officers

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

<u>NAMES</u>	<u>OFFICE</u>	<u>ADDRESS</u>
GERALD SLEETER	President	636 N. Federal, North Palm Beach, Florida
D. S. STOSSEL	Vice President	636 N. Federal, North Palm Beach, Florida
L. M. TAYLOR	Secretary-Treasurer	636 N. Federal, North Palm Beach, Florida

ARTICLE VII

Indemnification

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

ARTICLE VIII

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded from time to time as provided in the Bylaws.

ARTICLE IX

Amendment

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

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

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

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

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

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

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

ARTICLE X

Subscribers

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

NAME

ADDRESS

GERALD SLEETER

636 N. Federal, North Palm Beach,
Florida

D. S. STOSSEL

636 N. Federal, North Palm Beach,
Florida

L. M. TAYLOR

636 N. Federal, North Palm Beach,
Florida

IN WITNESS WHEREOF, the subscribers have hereunto affixed
their hands and seals this 20th day of July, 1972.

Gerald Sleeter (SEAL)
GERALD SLEETER

D. S. Stossel (SEAL)
D. S. STOSSEL

L. M. Taylor (SEAL)
L. M. TAYLOR

STATE OF FLORIDA :

: ss:

COUNTY OF PALM BEACH :

Before me, the undersigned authority, this day personally
appeared GERALD SLEETER, D. S. STOSSEL and L. M. TAYLOR, well
known to me to be the persons described in and who executed
the foregoing Articles of Incorporation and they acknowledged
before me that they executed the same for the purposes therein
expressed.

WITNESS my hand and official seal in the county and state
last aforesaid this 20th day of July, 1972.

P. R. Callahan
Notary Public
My Commission expires:

Notary Public, State of Florida, at Large
My Commission Expires April 12, 1976

2040 PAGE 139

GARDENWAY F, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run West a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run West a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run West a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run West a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run West a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run East a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-6 and A-7, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6; thence run East (the South line of said Lot A-6 is assumed to bear East and all other bearings are relative thereto) a distance of 82.00 feet to a point; thence run North a distance of 17.37 feet to the Point of Beginning; thence run North a distance of 86.66 feet to a point; thence run West a distance of 39.42 feet to a point; thence run South a distance of 14.33 feet to a point; thence run West a distance of 29.00 feet to a point; thence run South a distance of 8.00 feet to a

point; thence run West a distance of 27.58 feet to a point; thence run South a distance of 42.00 feet to a point; thence run East a distance of 27.58 feet to a point; thence run South a distance of 8.00 feet to a point; thence run East a distance of 29.00 feet to a point; thence run South a distance of 14.33 feet to a point; thence run East a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

OFFICIAL RECORD 2040 PAGE 142

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

RECORDED 2040 PAGE 143

Recorded in O R Book &
Record verified
Palm Beach County, Fla.,
John B. Dunkle
Clerk Circuit Court

73 SEP 7 PM 12:24

STATE OF FLORIDA

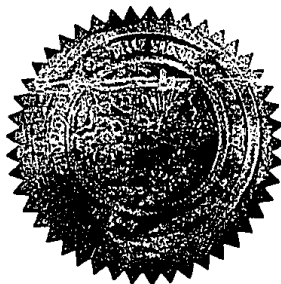
DEPARTMENT OF STATE



85911

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

Certificate of Amendment to Articles of Incorporation
of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a corporation
not for profit organized and existing under the Laws of
the State of Florida, amending ARTICLE II, filed on the 30th
day of August, A. D., 1973, as shown by the records of
this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
30th day of August,
A.D., 19 73.

Richard (Dick) Stone
SECRETARY OF STATE

PLEASE RETURN TO:

RYAN, TAYLOR & LAW
P.O. BOX 14577
NORTH PALM BEACH, FLA. 33408

OFFICIAL
RECORD 2210 PAGE 1132

corp-93
3-29-72

14.00

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF

GARDENWAY F CONDOMINIUM ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation under its corporate seal and hands of its President and Secretary hereby certifies that:

1. The Board of Directors of said corporation at a special meeting called and held on August 20, 1973, adopted the following Resolution:

BE IT RESOLVED by the Board of Directors of Gardenway F Condominium Association, Inc. that said Board deems it advisable and hereby declares it to be advisable that Article II, Purpose, of the Articles of Incorporation, wherein certain land located in Palm Beach County, Florida, is described as Exhibit B, be amended, changed and altered and the same is hereby amended, changed and altered to read as described in Exhibit A attached hereto and made a part hereof.

2. The above and foregoing amendment to the Articles of Incorporation was adopted at said meeting of the Board of Directors held on August 20, 1973, in accordance with the Bylaws of said corporation and received the unanimous vote of all of the Directors in office, there being no members having voting rights in respect thereof.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by its President and its corporate seal to be affixed and attested by its Secretary this 20th day of August, 1973.

GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By Gerald F. Sleeter
Gerald F. Sleeter, President

Attest:

By L.M. Taylor, Sec.
L.M. Taylor, Secretary

2210 PAGE 1133

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

On this day personally appeared before me, the undersigned officer duly authorized by the laws of the State of Florida to take acknowledgments of deeds, GERALD F. SLEETER, President of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and he acknowledged before me that he executed the above and foregoing Certificate of Amendment as such officer for and on behalf of said corporation after having been duly authorized to do so.

WITNESS my hand and official seal in the County and State aforesaid this 23rd day of August, 1973.

Diane P. Stossel
Notary Public, State of
Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 28, 1976
GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

On this day personally appeared before me, the undersigned officer duly authorized by the laws of the State of Florida to take acknowledgments of deeds, L.M. TAYLOR, Secretary of GARDENWAY F CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and he acknowledged before me that he executed the above and foregoing Certificate of Amendment as such officer for and on behalf of said corporation after having been duly authorized to do so.

WITNESS my hand and official seal in the County and State aforesaid this 23rd day of August, 1973.

Diane P. Stossel
Notary Public, State of
Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 28, 1976
GENERAL INSURANCE UNDERWRITERS

2210 PAGE 1134

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-9, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way:

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.53 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.53 feet to a point; thence run East a distance of 3.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 36.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

EXHIBIT B - Page 1

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A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat 2007
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 36.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 3.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat 2007
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.27 feet to the Point
of Beginning; thence run North a distance of 36.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 3.00 feet to a
point; thence run East a distance of 27.58 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 3.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

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EXHIBIT B - Page 2

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A portion of Lots A-7 and A-8 according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7;
thence run East (the South line of said Lot A-7 is
assumed to bear East and all other bearings are rela-
tive thereto) along the South line of said Lot A-7
a distance of 77.90 feet to a point; thence run North
a distance of 43.20 feet to the Point of Beginning;
thence run North 41°30'00" East a distance of 36.66
feet to a point; thence run South 48°30'00" East a
distance of 39.42 feet to a point; thence run South
41°30'00" West a distance of 14.33 feet to a point;
thence run South 48°30'00" East a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 8.00 feet to a point; thence run South
48°30'00" East a distance of 27.58 feet to a point;
thence run South 41°30'00" West a distance of 42.00
feet to a point; thence run North 48°30'00" West a
distance of 27.58 feet to a point; thence run South
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" West a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 14.33 feet to a point; thence run North
48°30'00" West a distance of 39.42 feet to the Point
of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" East
a distance of 86.66 feet to a point; thence run South
40°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

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Recorded in O R Book 2
Record verified
Palm Beach County, Fla.,
John B. Dunlap
Clerk Circuit Court

THIS INSTRUMENT PREPARED BY:

L. M. TAYLOR
RYAN, TAYLOR & LAW
P.O. BOX 14577

DECLARATION OF CONDOMINIUM NORTH PALM BEACH, FLA. 33408

28521

OF

GARDENWAY G, a Condominium
12104 State Road A1A
Lake Park, Florida 33403

MADE this 5th day of March, 19 73.

by GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, hereinafter
called Developer, for itself, its successors and assigns;

WHEREIN, the Developer makes the following declarations:

ARTICLE I

Purpose

The purpose of this Declaration is to submit the lands that are
described in this instrument and the improvements thereon to the condominium
form of ownership and use in the manner provided by Chapter 711, Florida Statutes
hereinafter called the Condominium Act.

ARTICLE II

Name and Address

The name by which this condominium is to be identified is GARDEN-
WAY G, a Condominium and its address is 12104 State Road A1A, Lake Park,
Florida 33403.

ARTICLE III

The Land

The lands owned by the Developer which by this instrument are
submitted to the condominium form of ownership is the land located in Palm Beach
County, Florida, described in EXHIBIT A and an undivided one-fifth (1/5th) in-
terest in EXHIBIT B attached hereto and made a part hereof.

ARTICLE IV

Definitions

The terms used in this Declaration of Condominium and in its
exhibits shall have the meanings stated in the Condominium Act and as follows
unless the context otherwise requires:

A. Unit, residence unit, apartment unit or dwelling unit means
unit as defined in the Condominium Act.

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RYAN, TAYLOR & LAW
P.O. BOX 14577
NORTH PALM BEACH, FLA. 33408

164-60

B. Unit owner, residence unit owner, apartment unit owner or dwelling unit owner means a unit owner as defined by the Condominium Act.

C. Association means GARDENWAY G CONDOMINIUM ASSOCIATION,

INC.

D. Common elements means the portions of the condominium property not included in the units and shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

E. Common expenses means the expenses for which the unit owners are liable to the Association and shall include:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and limited common elements and of portions of the dwelling units to be maintained by the Association.

2. Expenses declared common expenses by the provisions of this Declaration or by the Bylaws, including but not limited to losses from revenue producing operations, if any.

F. Condominium means all of the condominium property as a whole, when the context so permits, as well as the meaning stated in the Condominium Act.

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

H. Utility services as used in the Condominium Act and as used in the Declaration and Bylaws shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

I. Limited common elements means and includes those common elements which are reserved for the use of certain units or a unit, to the exclusion of all other units.

J. Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

K. Condominium parcel or parcel means a unit, together with the undivided share in the common or limited common elements which are appurtenant to the unit.

L. The GARDENWAY recreation area means and refers to the swimming pool which is recreationally oriented and such other improvements as the Developer determines in its sole discretion, including assigned parking and common parking area and ingress and egress for all unit owners. The real property which constitutes the GARDENWAY recreation area and parking is described in Article III of this Declaration as EXHIBIT B and this condominium shall own an undivided one-fifth (1/5th) interest in this area.

ARTICLE V

Development Plan

The condominium is described and established as follows:

A. Survey: A survey of the land showing the improvements on it is attached as EXHIBIT C.

B. Plans: The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by BLAKE-WIRTH & ASSOCIATES, Architect and designated as his Job No. 72-1-1 which plans are attached hereto as EXHIBIT D and which are further described on page 3 a attached hereto.

C. Amendment of Plans: Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered. No such change shall increase the number of residence units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, residence unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements and limited common elements appurtenant to the units concerned.

D. 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 residence unit shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the residence unit owner.

GARDENWAY G, a Condominium

BUILDING PLANS

Plot Plan

Foundation Plan

First Floor Plan-typical apartment layouts

First Floor Plan-Second Floor Plan

Elevations

Electrical and Air Conditioning Floor Plans

This is not a certified copy

E: Improvements-general description:

1. Apartment building: The condominium includes the apartment building consisting of 8 dwelling units and common elements consisting of stairways, walks and walkways and entrance ways.

2. Other improvements: The condominium includes an undivided one-fifth (1/5th) in Exhibit B hereto which includes automobile parking areas, walks, grounds and landscaping and swimming pool.

F. Dwelling unit boundaries: Each dwelling unit shall include that part of the building containing that unit that lies within the boundaries of the unit, which are as follows:

1. Upper Boundary: The horizontal plane of the undecorated ceiling.

2. Lower Boundary: The horizontal plane of the undecorated finished floor.

3. Perimetrical boundaries: The vertical planes of the undecorated finished interior walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

G. Common Elements and Limited Common Elements: The common elements and limited common elements include the land and all other parts of the condominium not within dwelling units and include but are not limited to the following: automobile parking areas, stairways, walks and walkways, grounds, landscaping, swimming pool and an undivided one-fifth (1/5th) interest in Exhibit B hereto.

ARTICLE VI

Dwelling Units

The dwelling units of the condominium are described more particularly and the rights and obligations of their owners are established as follows:

A. Typical unit plans: There are 3 typical unit plans which are shown on sketches attached hereto as page 4 of EXHIBIT D (plans).

B. Dwelling unit numbers: there are 8 dwelling units in the building identified on page 4a attached hereto and made a part hereof.

C. Appurtenances to dwelling units: The owner of each dwelling unit shall own a share and certain interest in the condominium property, which share and interest are appurtenant to his unit and which shall be as follows: Each unit owner shall have an undivided one-eighth (1/8th) share and interest

GARDENWAY G, a Condominium

DWELLING UNITS

FIRST FLOOR:

Apartment #1

Apartment #3

Apartment #5

Apartment #6

Apartment #7

SECOND FLOOR:

Apartment #2

Apartment #4

Apartment #8

in the common elements including an undivided one-fortieth (1/40th) interest in Exhibit B hereto.

D. Liability for common expenses: Each dwelling unit owner shall be liable for his proportionate share of the common expenses, such share being one-eighth (1/8th) of the common expenses, and in addition, shall be liable for his one-fortieth (1/40th) proportionate share of the undivided one-fifth (1/5th) interest in the property described in Exhibit B hereto.

E. Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners are designated as "limited common elements" and are shown and located on the survey annexed hereto as EXHIBIT C. Any expense for the maintenance, repair or replacement relating thereto shall be treated as and paid for as part of the common expenses of the Association unless otherwise specifically provided in this Declaration and the exhibits thereto. Should said maintenance, repair or replacement of the limited common elements be caused by the negligence or misuse of a unit owner, his family, servants, guests and invitees, he shall be responsible for same and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments.

F. The Association shall assign specific parking spaces to the unit owners of this condominium. The parking spaces are to be located on the land described in EXHIBIT B attached hereto. Each parking space is numbered and located within the limited common elements parking area as shown and designated on EXHIBIT C hereto. The parking space assignments shall run with title to the original purchaser of a dwelling unit; that is, said apartment cannot be sold separate from the assigned parking space.

ARTICLE VII

Maintenance, Alteration and Improvements

A. The Board of Directors of the Association shall enter into a contract with any firm, person or corporation for the maintenance of and repair of the condominium property and shall join with other condominium corporations in contracting with the same firm, person or corporation for maintenance as follows:

1. By the Association: The Association shall main-

tain and replace at the Association's expense all portions of a dwelling unit except the interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

2. By the dwelling unit owner: The responsibility of the dwelling unit owner shall be as follows:

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

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium buildings or the common elements.

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

3. Alteration and improvement: Except as elsewhere reserved to the Developer, neither a dwelling unit owner nor the Association shall make any alteration in the portions of a unit of the condominium 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 or soundness of the building, or impair any easement, without first obtaining the approval in writing of the unit owners in whose units such work is to be done and the approval of the Board of Directors of the Association. A copy of all plans for all such work prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of work.

B. Common elements and limited common elements:

1. By the Association: the maintenance and operation of the common elements and limited common elements shall be the responsibility of the Association and a common expense.

2. Alteration and improvement: After the completion of the improvements included in the common elements and limited common elements contemplated by this Declaration, there shall be no alteration or further improvement of the common elements and limited common elements without prior approval in writing by the record owners of all dwelling units, provided, however, that any alteration or improvements to the common elements and limited common elements bearing the approval in writing of the record owners of not less than 75% of the common elements and limited 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 other improvement. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements and limited common elements bear to each other. There shall be no changes in the shares and rights of a dwelling unit

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owner in the common elements and limited common elements altered or further improved, whether or not the unit owner has contributed to the costs of such alteration or improvement. The costs of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquired its title as a result of owning a mortgage upon the apartment owned unless such owner approved the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings.

ARTICLE VIII

Assessments

The making and collection of assessments against dwelling unit for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of common expenses: Each residence 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 residence unit owned by him.

B. Interest, application of payments: Assessments and installments on assessments paid on or before ten days after the date when due shall bear interest at the rate of ten (10%) per cent per annum from the date when due until paid. All payments upon account shall first be applied to interest and then to the assessment payment first due.

C. Liens for assessments: A lien for unpaid assessments shall also secure a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien.

D. Rental pending foreclosure: In any foreclosure of a lien for assessments remaining unpaid, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the dwelling unit and the Association shall be entitled to the appointment of a receiver to collect the same.

E. As soon as the Developer has terminated its control of the condominium, Developer shall be liable for the same assessments and the same share of the common expenses and common surplus for each dwelling unit owned by Developer as the owners of the other dwelling units for the condominium and shall be subject to the same penalties for default in any assessment payment.

F. Assessments pending foreclosure: When the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure until said apartment is either sold or leased by the first mortgage holder. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

ARTICLE IX

Association

The operation of the condominium shall be by GARDENWAY G CONDOMINIUM ASSOCIATION, INC. a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following conditions:

A. Articles of Incorporation: A copy of the Articles of Incorporation of the Association is attached hereto and made a part hereof as EXHIBIT E.

B. Bylaws: The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached hereto as EXHIBIT F.

C. Powers: The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by this Declaration and the Bylaws and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the Bylaws as they may be amended from time to time. Provided, however, that the power of the Association to purchase a residence unit of the condominium shall be limited to purchases at sales in foreclosures of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not change without the unanimous approval of the members of the Association and the joinder of all record owners of mortgages upon units of the condominium.

D. Limitation upon liability of the Association: Notwithstanding the duty of the Association to maintain and repair parts of the condominium property,

the Association shall not be liable to dwelling unit 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 unit owners or other persons.

E. Restraint upon assignment of shares in assets: The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit or units owned.

F. Approval or disapproval of matters: Whenever the decision of a dwelling unit 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 unit owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE X

Insurance

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling unit owners shall be governed by the following provisions:

A. Authority to purchase, named beneficiary: 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 dwelling unit owners without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below and all policies and their endorsements shall be deposited with the Insurance Trustee. Dwelling unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

B. Coverage:

1. Casualty: All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundations 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 the following:

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

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

2. Public liability: Public liability insurance in such amounts and with such other coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner.

3. Workmen's compensation insurance to meet the requirements of law.

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

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

D. Insurance Trustee: All insurance policies purchased by the Association shall be for the benefit of the Association and the dwelling unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH, Riviera Beach, Florida as Trustee or to such other bank in the State of Florida having trust powers as may be designated by the Board of Directors of the Association which Trustee is referred to in this instrument as Insurance Trustee. The Insurance Trustee shall not be liable for payment of any premiums nor for the renewal or sufficiency of the 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 to hold such proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the dwelling unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

E. Share of Proceeds:

1. Common elements and limited common elements: Proceeds on account of damage to the common elements and limited common elements shall be an undivided share for each unit owner, such share being the same as the undivided share

in the common elements and limited common elements appurtenant to his dwelling unit.

2. Dwelling units: Proceeds on account of damage to dwelling units shall be held in the following undivided shares:

(a) When the building is restored: for the owners of damaged units in proportion to the costs of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(b) When the building is not to be restored: for the dwelling unit owners in the same proportion as their original investment in the individual dwelling units bear to each other.

3. Mortgagees: In the event a mortgage endorsement has been issued to a dwelling unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear, provided, however, that no mortgagee shall have the 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 the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and the mortgagees pursuant to the provisions of this Declaration.

F. 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:

1. Expense of the trust: All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

2. Reconstruction or Repair: If the damage for 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 the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

3. Failure to reconstruct or repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

4. Certificate: In making distribution to dwelling unit owners and their mortgagees, the Insurance Trust-

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tee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

G. Association as Agent: The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon the dwelling unit 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.

ARTICLE XI

Reconstruction or Repair After Casualty

Determination to reconstruct or repair: If any part of the condominium property shall be damaged by casualty, whether or not to reconstruct or repair shall be determined in the following manner:

A. Common elements and limited common elements: If the damaged improvement is a common element, or limited 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: If the damaged improvement is the apartment building and if units to which 50% of the common elements or limited 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 sixty (60) days after the casualty the owners of 75% of the common elements and limited common elements agree in the manner elsewhere provided that the condominium be terminated.

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.

D. 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 hereto as exhibits; or, if not, then according to the plans and specifications approved by the Board of Directors and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, and limited common elements, including the owners

of all damaged units, which approval shall not be unreasonably withheld.

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

F. 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.

G. 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 the reconstruction and repair the funds for the payment of costs thereof are insufficient, assessments shall be made against the dwelling unit owners in the case of damage to the common elements, and limited common elements, in sufficient amounts to provide funds for the payment of such costs in the following manner:

1. 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 \$5000.00, 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.

2. Insurance Trustee: The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from assessments against dwelling unit 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:

(a) Association-lesser damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5000.00, 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.

(b) Association-major damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5000.00, 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 the State of Florida and employed by the Association to supervise the work.

(c) Dwelling unit owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner shall be paid by the Insurance Trustee to the unit owner, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(d) 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 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 not be made payable to any mortgagee.

(e) Certificate: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not the sums paid by the dwelling unit 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, however, that when a mortgagee is required in this instrument to be named as a 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 from the Association upon disbursement in payment of costs of reconstruction and repair.

ARTICLE XII

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 or buildings, in useful condition, exist upon the land.

A. Dwelling units: Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to the Developer, no dwelling unit shall 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 dwelling unit to be affected.

B. Common elements and limited common elements: The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the dwelling unit owners.

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

D. Lawful use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof and all ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

E. Leasing: After approval by the Association as elsewhere provided, entire dwelling units may be rented, provided the occupancy is by the Lessee only.

F. Regulation: Reasonable regulations concerning the use of the condominium property may be amended from time to time by the Association in the manner provided in its Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all dwelling unit owners upon request.

G. No boats, boat trailers, trucks, campers or motor scooters, motorcycles or motorbikes of any type or description are to be stored in parking lots or in common or limited common areas.

H. Proviso: Provided, however, that until the Developer has completed all of the contemplated improvements and closed sales of all of the

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dwelling units, neither the unit 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 dwelling units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, a model apartment, the display of signs and the showing of property, including the land in Exhibit B hereto.

ARTICLE XIII

Maintenance of Community Interests

In order to maintain a community of congenial unit owners who are financially responsible and thus maintain and protect the value of the dwelling units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the building or buildings in useful condition exist upon the land, which provisions each dwelling unit owner covenants to observe:

A. Transfers subject to approval:

1. Sale: No dwelling unit owner may dispose of a unit or any interest therein by sale without the approval of the Association except to another dwelling unit owner.
2. Lease: No dwelling unit owner may dispose of a unit or any interest therein by lease without the approval of the Association, except to another dwelling unit owner.
3. Gift, devise or inheritance: If any dwelling unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership shall be subject to the approval of the Association.
4. Other transfers: If any dwelling unit owner shall acquire his title by any manner not considered in the foregoing, the continuance of his ownership shall be subject to the approval of the Association.

B. Approval by the Association: The approval of the

Association that is required for the transfer of ownership of dwelling units shall be obtained in the following manner:

1. Notice to Association:

- (a) Sale: A dwelling unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the prospective buyer and such other information concerning the intended sale as the Association may reasonably require. Such notice, at the unit owner's option, may include a demand that the Association furnish a purchaser of the dwelling unit if the proposed purchaser is not approved. If such demand is made, the notice shall be accompanied

by an executed copy of the proposed contract to sell.

(b) Lease: A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information concerning the lessee as the Association may require and an executed copy of the proposed lease.

(c) Gift, devise or inheritance; other transfers: A dwelling unit owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such other information concerning the unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(d) Failure to give notice: If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a dwelling unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of approval:

(a) Sale: If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association which shall be recorded on the public records of Palm Beach County, Florida, at the expense of the purchaser.

(b) Lease: If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which at the election of the Association shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(c) Gift, devise, inheritance or other transfers: If the dwelling unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner other than by purchase, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the ownership of such dwelling unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

C. Disapproval by the Association: If the Association shall disapprove a transfer of ownership of a dwelling unit, the matter shall be disposed of in the following manner:

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

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved sale contract or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(d) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the public records of Palm Beach County, Florida at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided or if a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida at the expense of the purchaser.

2. Lease: If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing and the lease shall not be made.

3. Gift, devise, inheritance or other transfers: If the dwelling unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner not considered herein, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser ap-

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proved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

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

(b) The purchase price shall be paid in cash.

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

(d) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida at the expense of the unit owner.

D. Mortgage: No dwelling unit owner may mortgage his unit nor interest therein without the approval of the Association except to a bank, life insurance company, or savings and loan association or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions: The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transaction whereby title to a dwelling unit is transferred to or purchased by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that

so acquires its title. Neither shall such provisions apply in requiring the approval of a purchaser who acquires title to a dwelling unit at a duly advertised public sale with open bidding provided by law, such as but not limited to an execution sale, foreclosure sale, judicial sale or tax sale.

F. Unauthorized transactions: Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE XIV

Compliance and Default

Each dwelling unit owner shall be governed by and comply with the terms of this Declaration of Condominium, the Articles of Incorporation, the Bylaws and the regulations adopted pursuant to those documents and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence: A dwelling unit owner shall be liable for any expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any invitee, guest, employee, agent or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums which may be occasioned by the use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by the unit owner.

B. Costs and attorneys' fees: In any proceedings arising because of an alleged failure of a unit owner or the Association to comply with the terms of the Declaration of Condominium, Articles of Incorporation or Bylaws or of 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 costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

C. No waiver of rights: The failure of the Association or of any

other unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the regulations of the Association shall not constitute a waiver of the rights to do so thereunder.

ARTICLE XV

Amendments

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended according to the provisions of the Articles of Incorporation and the Bylaws of the Association.

A. Proviso: Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any unit or group of units, unless the unit owners so affected shall consent and no amendment shall change any unit or the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses, unless the record owner of the unit concerned and all record owners of mortgages upon such unit 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.

B. 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 only when such certificate and a copy of the amendment are recorded on the public records of Palm Beach County, Florida.

ARTICLE XVI

Termination

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

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

B. Agreement: The condominium may be terminated at any time
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by approval in writing of all record owners of dwelling units and all record owners of mortgages on dwelling units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving the notice of the proposed termination and if the approval of the owners of not less than 75% of the common elements and limited common elements and the approval of all owners of all mortgages upon the dwelling units are obtained in writing not later than thirty (30) days after the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (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 option shall be upon the following terms:

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

2. Price: The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of the agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association and the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of a unit to be purchased. 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 such arbitration shall be paid by the purchaser.

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

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

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

D. Shares of owners after termination: After termination of the condominium the dwelling unit owners shall own the condominium property and all of the assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements and limited common elements appurtenant to the owners' units prior to the termination.

E. Amendment: This section concerning termination cannot be amended without the consent of all dwelling unit owners and all of the record owners of mortgages upon the units.

ARTICLE XVII

Severability and Conclusion

The invalidity in whole or in part of any covenant or restriction or any section, subsection, clause, phrase or word, or other provisions of this Declaration of Condominium, the Articles of Incorporation, Bylaws and/or regulations of the Association shall not effect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium the day and year first above written.

WITNESSES:

GARDENWAY DEVELOPMENT CO., INC.
a Florida corporation

Diane R. Stossel

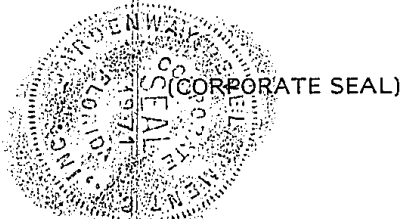
Gerald S. Sleeter
President

James L. Conell

Attest

BY:

M. Taylor, Asst. Sec.
Secretary - Assistant



STATE OF FLORIDA

:
: ss:

COUNTY OF PALM BEACH

:

Before me the undersigned authority this day personally appeared GERALD SLEETER and L. M. TAYLOR, well known to me to be the President and Assistant Secretary, respectively, of GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, and they stated before me that they executed the foregoing Declaration of Condominium as the duly authorized officers of said corporation and that said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

19 73. WITNESS my hand and official seal this 5th day of March.
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 28, 1976
GENERAL INSURANCE UNDERWRITERS

My Commission expires:

Diane R. Stossel
Notary Public

RYAN, TAYLOR & LAW, LAWYERS, NORTH PALM BEACH, FLORIDA, TELEPHONE 848-8624

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CERTIFICATE OF ENGINEER

I, WILLIAM G. WALLACE of North Palm Beach, Florida, hereby
certify as follows:

1. That I am an engineer licensed to practice in the State of Florida.
2. That this Certificate is made as to GARDENWAY G, a Condominium,
located at 12104 State Road A1A, Lake Park, Florida and established in compliance
with Chapter 711, Florida Statutes, as amended.
3. That the exhibits to the Declaration of Condominium together
with the wording of the Declaration, constitute a correct representation of the
improvements on the condominium property and there can be determined from
them the identification, location and dimensions and size of the common elements
and of each residence unit.

William G. Wallace
WILLIAM G. WALLACE, Engineer
Certificate No. 4801
State of Florida

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that on this day personally appeared before me,
the undersigned authority, WILLIAM G. WALLACE, well known to me to be the
individual described in and who executed the foregoing Certificate and he acknowl-
edged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of March,
19 73.

Diane P. Stessel
Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 28, 1978
GENERAL INSURANCE UNDERWRITERS

GARDENWAY G, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.98 feet to a point; thence run South a distance of
22.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

OFFICIAL
RECORD 2133 PAGE 1477

EXHIBIT A

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-3 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 109.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.37 feet to the Point
of Beginning; thence run North a distance of 86.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 8.00 feet to a
point; thence run East a distance of 27.58 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 8.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

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

A portion of Lots A-7 and A-8 according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7;
thence run East (the South line of said Lot A-7 is
assumed to bear East and all other bearings are rela-
tive thereto) along the South line of said Lot A-7
a distance of 77.90 feet to a point; thence run North
a distance of 43.20 feet to the Point of Beginning;
thence run North 41°30'00" East a distance of 86.66
feet to a point; thence run South 48°30'00" East a
distance of 39.42 feet to a point; thence run South
41°30'00" West a distance of 14.33 feet to a point;
thence run South 48°30'00" East a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 8.00 feet to a point; thence run South
48°30'00" East a distance of 27.58 feet to a point;
thence run South 41°30'00" West a distance of 42.00
feet to a point; thence run North 48°30'00" West a
distance of 27.58 feet to a point; thence run South
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" West a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 14.33 feet to a point; thence run North
48°30'00" West a distance of 39.42 feet to the Point
of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 31.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

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

OFFICIAL
RECORDED 2133 PAGE 1480

WILLIAM G. WALLACE, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
105-106 LAKEVIEW BUILDING
NORTH PALM BEACH, FLORIDA 33408

LEGAL DESCRIPTION

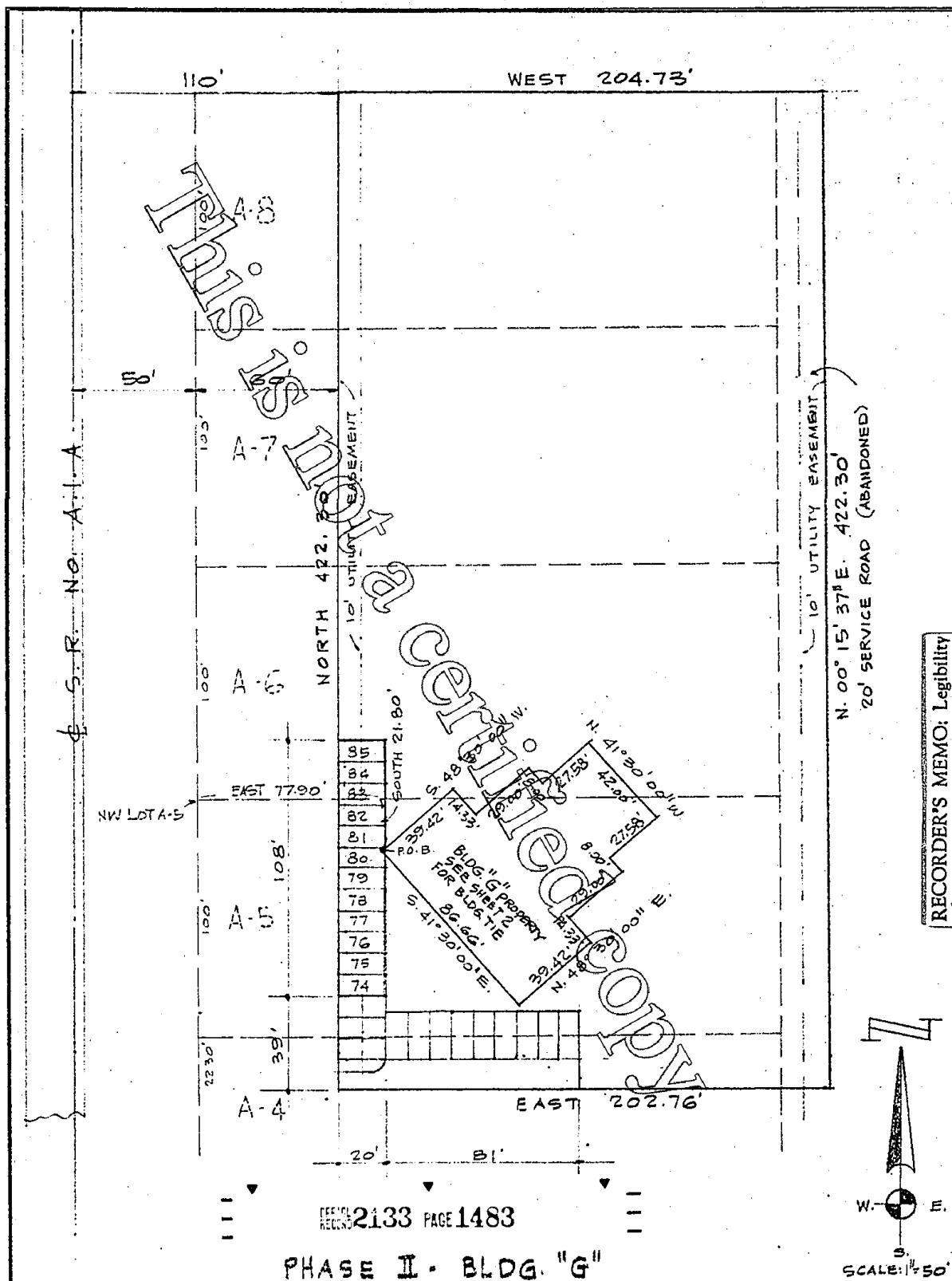
DESCRIPTION:

Parcels of land designated as parking areas for Building
"B" GARDENWAY APARTMENTS being described as follows:

Parking areas 74 through 85, inclusive: The East 20 ft.
of the West 80 ft. of the South 24.70 ft. of Lot A-6,
together with the East 20 ft. of the West 80 ft. of the
North 33.30 ft. of Lot A-5, according to the Plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in
Plat Book 27 at Page 59, in and for the records of Palm
Beach County, Florida.

William G. Wallace

William G. Wallace
Registered Land Surveyor
Fla. Certificate No. 913



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



SCALE: 1" = 50'

PHASE II - BLDG. "G"

RECORD 2133 PAGE 1483

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

EXHIBIT C - page 2

SURVEYORS NOTE:

Registered Land Surveyor
Fla. Certificate No. 913

Date: FEB. 5, 1973
Field: R.R.
Office: ddd Ckd.:

WILLIAM G. WALLACE, INC.
Consulting Engineers & Land Surveyors.
U.S. Highway One, North Palm Beach, Florida

File No. 27-59
Job No. 173-54
Drawing No. 73-75

SHEET 1 OF 2

WILLIAM G. WALLACE, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

105-106 LAKEVIEW BUILDING
NORTH PALM BEACH, FLORIDA 33408

June 20, 1972

DESCRIPTION FOR: CHUDNOW CONSTRUCTION COMPANY

DESCRIPTION OF: UTILITY EASEMENT, PHASE I & PHASE II

An easement 10.00 ft. in width for utility purposes
lying 5.00 ft. on each side of the following des-
cribed centerline.

Commencing at the Southeast corner of Lot A-1, according to the plat
of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27
at Page 59, in and for the public records of Palm Beach County, Florida,
said corner being in the North right-of-way line of Atlantic Road, as
now laid out and in use; thence run N. 89° 19' 28" E. (The North-South
centerline of said easement is assumed to bear North and all other
bearings are relative thereto) a distance of 15.00 ft. along said North
right-of-way line to a point lying 5.00 ft. West of an abandoned 20 ft.
service road and the Point of Beginning; thence run North parallel with
said North-South service road a distance of 765.39 ft. to a point; thence
run N. 15° 52' 36" W. a distance of 70.49 ft. to the end of the herein des-
cribed easement. Said end of described easement lies 10.00 ft. South of
and 3.50 ft. West of, the Northeast corner of Lot A-8, as shown on said
plat of Palm Beach Cabana Colony Commercial Area.

William G. Wallace
William G. Wallace
Registered Land Surveyor
Fla. Certificate No. 913

WILLIAM G. WALLACE, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

105 106 LAKEVIEW BUILDING
NORTH PALM BEACH, FLORIDA 33408

June 20, 1977

DESCRIPTION FOR: CHUDNOW CONSTRUCTION COMPANY

DESCRIPTION OF: UTILITY EASEMENT

An easement 10.00 ft. in width for utilities purposes
lying 5.00 ft. on each side of the following described
centerline.

Beginning at a point 5.00 ft. South of and 20 ft. East of the Northeast corner of Lot A-8, said point also being in the East right-of-way line of an abandoned service road, as shown on the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27 at Page 59, in and for the public records of Palm Beach County, Florida; thence run West (The North line of said Lot 8 is assumed to bear East-West and all other bearings are relative thereto) parallel with and 5 ft. South of the North line of said Lot A-8, a distance of 199.73 ft. to a point 5.00 ft. East of the proposed East right-of-way line of State Road No. A-1-A; thence run South parallel with the East right-of-way line of said State Road No. A-1-A, a distance of 834.42 ft. to the end of the herein described easement.

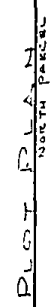
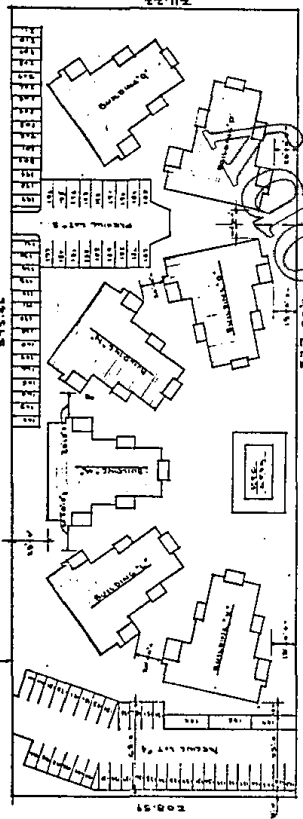
Note: The side lines of said easement to be extended or shortened to terminate at the property line.

William G. Wallace
William G. Wallace
Registered Land Surveyor
Fla. Certificate No. 913

PHASE I & II

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

EXHIBIT D



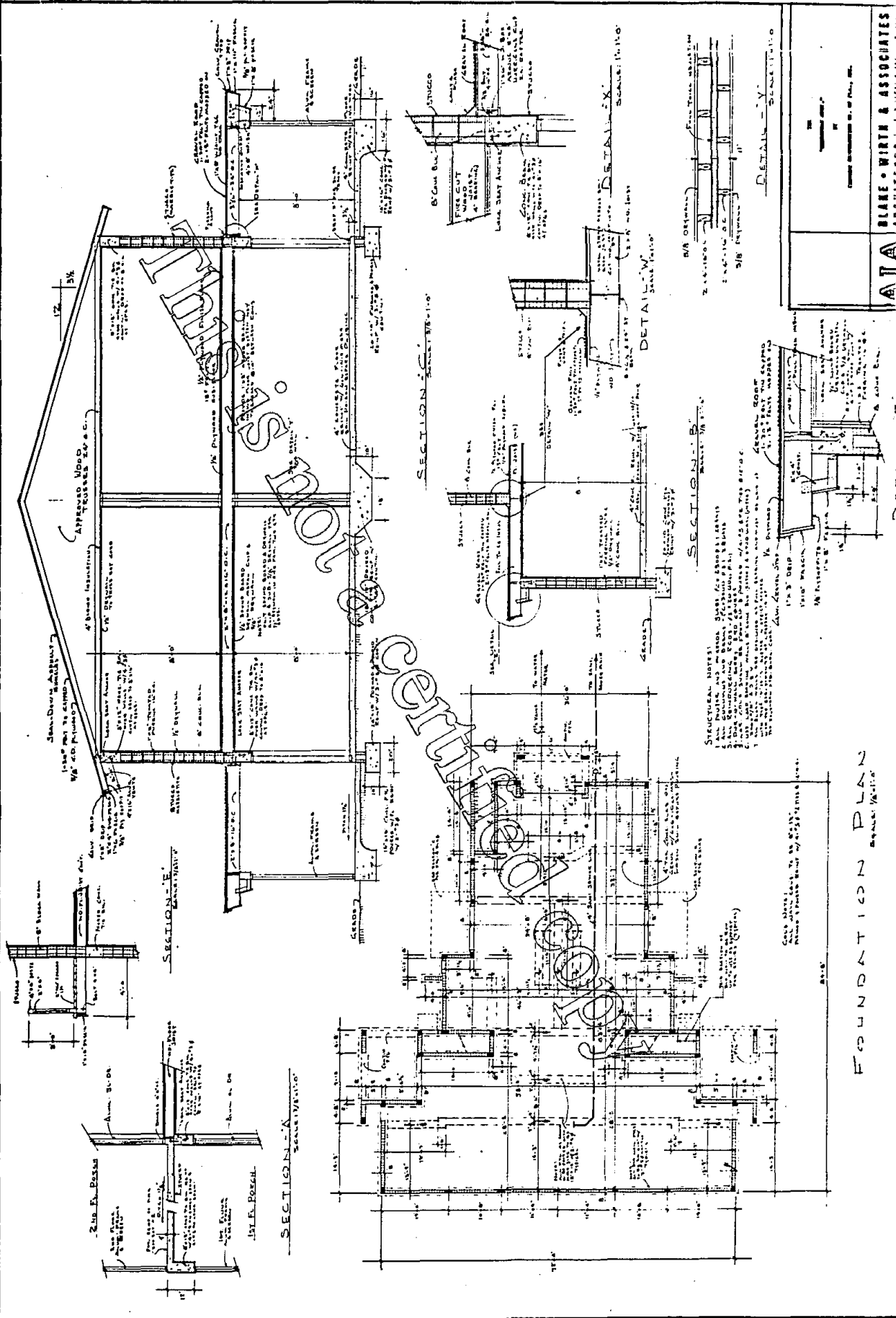
Notes:

- 1) The letter was received at 11 PM.
- 2) The letter was received at 11 PM.
- 3) The letter was received at 11 PM.
- 4) The letter was received at 11 PM.
- 5) The letter was received at 11 PM.
- 6) The letter was received at 11 PM.
- 7) The letter was received at 11 PM.
- 8) The letter was received at 11 PM.
- 9) The letter was received at 11 PM.
- 10) The letter was received at 11 PM.

DLGHDLAN
South Pacific
Serial 40-0

**BLAKE • WIRTH & ASSOCIATES
ARCHITECTS P.C.**

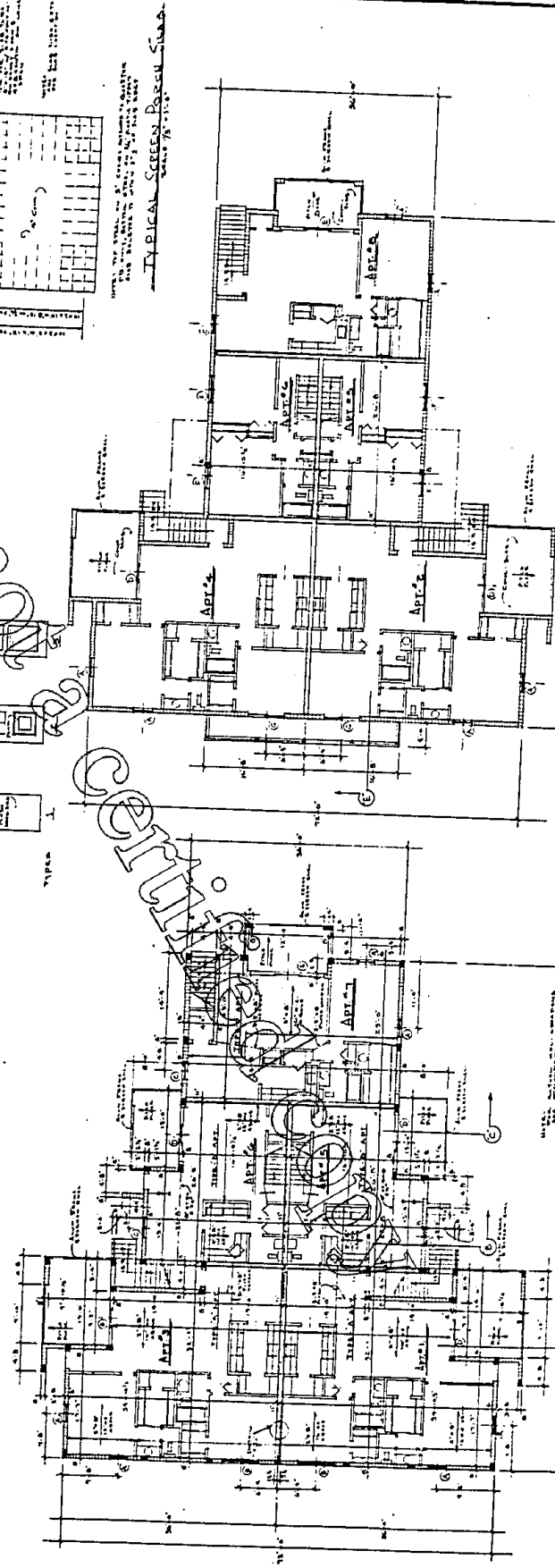
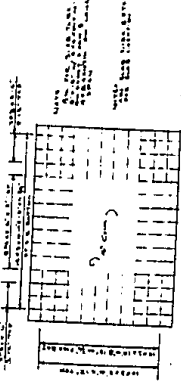
AIA



ROOM SCHEDULE			
ROOM	FLR	NO.	REMARKS
LIVING RM	1	1	W/INSTRUMENT
DINING RM	1	2	W/INSTRUMENT
KITCHEN	1	3	W/INSTRUMENT
BATH	1	4	W/INSTRUMENT
CL. (CLOSET)	1	5	W/INSTRUMENT
CL. (CLOSET)	1	6	W/INSTRUMENT
CL. (CLOSET)	1	7	W/INSTRUMENT
CL. (CLOSET)	1	8	W/INSTRUMENT
CL. (CLOSET)	1	9	W/INSTRUMENT
CL. (CLOSET)	1	10	W/INSTRUMENT
CL. (CLOSET)	1	11	W/INSTRUMENT
CL. (CLOSET)	1	12	W/INSTRUMENT
CL. (CLOSET)	1	13	W/INSTRUMENT
CL. (CLOSET)	1	14	W/INSTRUMENT
CL. (CLOSET)	1	15	W/INSTRUMENT
CL. (CLOSET)	1	16	W/INSTRUMENT
CL. (CLOSET)	1	17	W/INSTRUMENT
CL. (CLOSET)	1	18	W/INSTRUMENT
CL. (CLOSET)	1	19	W/INSTRUMENT
CL. (CLOSET)	1	20	W/INSTRUMENT
CL. (CLOSET)	1	21	W/INSTRUMENT
CL. (CLOSET)	1	22	W/INSTRUMENT
CL. (CLOSET)	1	23	W/INSTRUMENT
CL. (CLOSET)	1	24	W/INSTRUMENT
CL. (CLOSET)	1	25	W/INSTRUMENT
CL. (CLOSET)	1	26	W/INSTRUMENT
CL. (CLOSET)	1	27	W/INSTRUMENT
CL. (CLOSET)	1	28	W/INSTRUMENT
CL. (CLOSET)	1	29	W/INSTRUMENT
CL. (CLOSET)	1	30	W/INSTRUMENT

DOOR SCHEDULE			
DOOR	FLR	NO.	REMARKS
DOOR	1	1	W/INSTRUMENT
DOOR	1	2	W/INSTRUMENT
DOOR	1	3	W/INSTRUMENT
DOOR	1	4	W/INSTRUMENT
DOOR	1	5	W/INSTRUMENT
DOOR	1	6	W/INSTRUMENT
DOOR	1	7	W/INSTRUMENT
DOOR	1	8	W/INSTRUMENT
DOOR	1	9	W/INSTRUMENT
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DOOR	1	23	W/INSTRUMENT
DOOR	1	24	W/INSTRUMENT
DOOR	1	25	W/INSTRUMENT
DOOR	1	26	W/INSTRUMENT
DOOR	1	27	W/INSTRUMENT
DOOR	1	28	W/INSTRUMENT
DOOR	1	29	W/INSTRUMENT
DOOR	1	30	W/INSTRUMENT

WINDOW SCHEDULE			
WINDOW	FLR	NO.	REMARKS
WINDOW	1	1	W/INSTRUMENT
WINDOW	1	2	W/INSTRUMENT
WINDOW	1	3	W/INSTRUMENT
WINDOW	1	4	W/INSTRUMENT
WINDOW	1	5	W/INSTRUMENT
WINDOW	1	6	W/INSTRUMENT
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WINDOW	1	26	W/INSTRUMENT
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WINDOW	1	30	W/INSTRUMENT

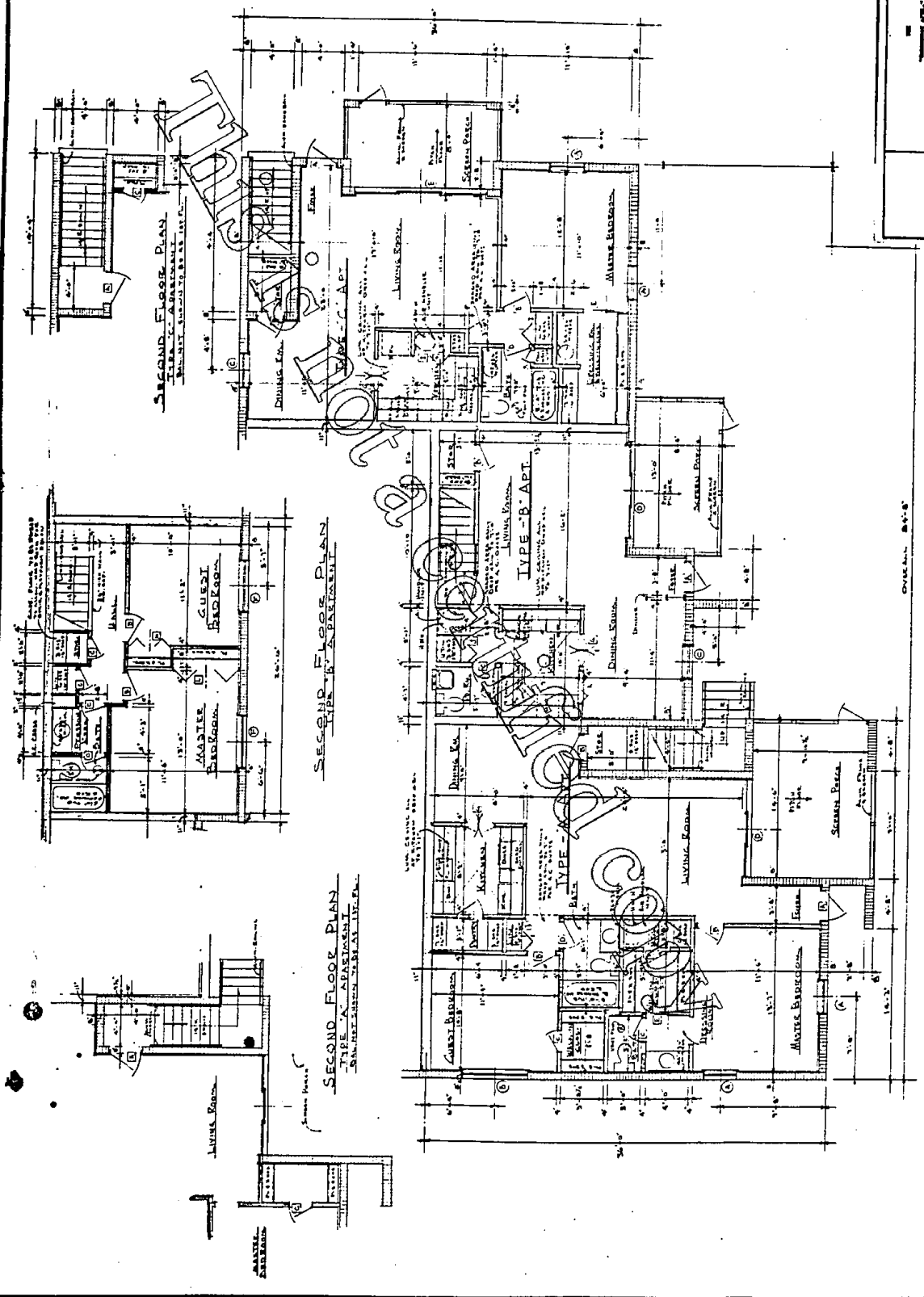


DOOR SCHEDULE			
DOOR	FLR	NO.	REMARKS
DOOR	1	1	W/INSTRUMENT
DOOR	1	2	W/INSTRUMENT
DOOR	1	3	W/INSTRUMENT
DOOR	1	4	W/INSTRUMENT
DOOR	1	5	W/INSTRUMENT
DOOR	1	6	W/INSTRUMENT
DOOR	1	7	W/INSTRUMENT
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DOOR	1	22	W/INSTRUMENT
DOOR	1	23	W/INSTRUMENT
DOOR	1	24	W/INSTRUMENT
DOOR	1	25	W/INSTRUMENT
DOOR	1	26	W/INSTRUMENT
DOOR	1	27	W/INSTRUMENT
DOOR	1	28	W/INSTRUMENT
DOOR	1	29	W/INSTRUMENT
DOOR	1	30	W/INSTRUMENT

SECOND FLOOR PLAN

FIRST FLOOR PLAN

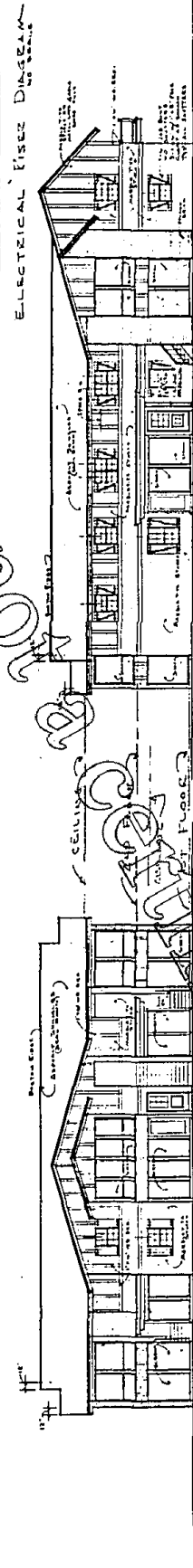
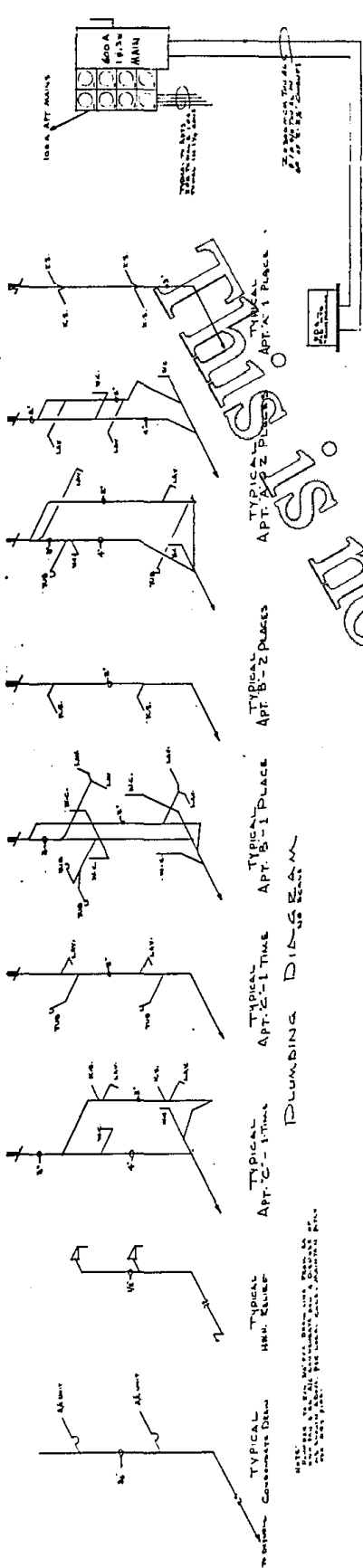
RECORDER'S MEMO: Legibility of writing, Typing or Printing unsatisfactory in this document when received.



SCALE 1" = 10'-0" 1/4" = 3'-0" 1/8" = 1'-0" 1/16" = 6"-0"	DATE 1-1-64
BLAKE - WIRTH & ASSOCIATES ARCHITECTS INC.	4-6

FIRST FLOOR PLAN
 TYPICAL APARTMENT LAYOUTS
 10'-0" x 11'-0"

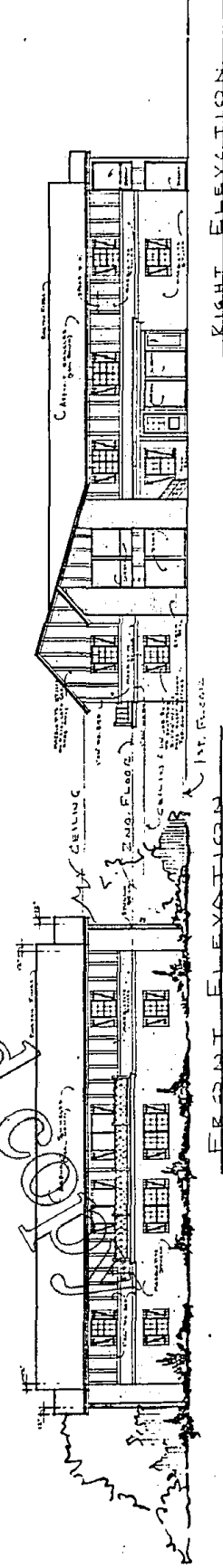
RECORDER'S MEMO: Legibility
 of writing, Typing or Printing
 unsatisfactory in this document
 when received.



LEFT ELEVATION

REAR ELEVATION

RIGHT ELEVATION



FRONT ELEVATION

REAR ELEVATION

DATE	10-1-11
BY	J. J.
CHECKED	J. J.
APPROVED	J. J.
SCALE	1/4" = 1'-0"
PROJECT	BLAKE - WHITE & ASSOCIATES
ARCHITECTS	BLAKE - WHITE & ASSOCIATES

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

19775

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

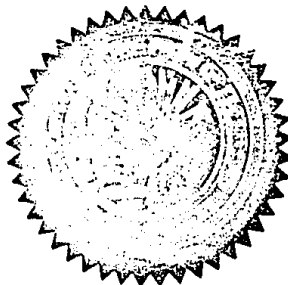
OF

GARDENWAY G CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 15th day of February, A.D., 1973
as shown by the records of this office.

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

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
15th day of February,
A.D., 1973.



Richard (Dick) Stone

SECRETARY OF STATE

PLEASE RETURN TO:

RYAN, TAYLOR & LAW
P.O. BOX 14577

NORTH PALM BEACH, FLA. 33408 EXHIBIT E

2400
CORP-94
3-29-72
RECORDED 2133 PAGE 1492

RECORDED 2123 PAGE 1488

ARTICLES OF INCORPORATION

OF

GARDENWAY G CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

Name

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

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes for the operation of GARDENWAY G, a Condominium, located on lands in Palm Beach County, Florida, more particularly described in Exhibit A attached hereto together with an undivided 1/5th interest in Exhibit B attached hereto and made a part hereof. The Association shall make no distribution of income to its members, Directors or officers. The Association shall exist perpetually.

ARTICLE III

Powers

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

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

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

1. To make and collect assessments against members as residence unit owners to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as residence unit owners.
5. The reconstruction of improvements after casualty and the further improvement of the property.
6. To make and amend reasonable regulations regarding the use of the condominium property, provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.
7. To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided in the Declaration of Condominium and the Bylaws of the Association.
8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and the regulations of the Association for the use of the property of the condominium.
9. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.
10. To employ personnel to perform the services required for the proper operation of the condominium.

C. All funds and titles of all properties acquired by members of the Association in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

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

ARTICLE IV

Members

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

EXHIBIT E

2123 PAGE 1490

2133 PAGE 1494

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

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

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

ARTICLE V

Directors

A. The affairs of the Association shall be managed by a Board of Directors consisting of a number of Directors determined by the Bylaws, but shall be not less than three (3). In the absence of such determination, the Board shall consist of three (3) Directors. Directors need not be members of the Association.

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

C. The first election of Directors shall not be held until after the Developer has closed the sales of all of the residence units of the condominium or until after December 15, 1973, whichever occurs first. The Directors named in these Articles shall serve until the first election of Directors and any vacancies occurring before the first election shall be filled by the remaining Directors.

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

OFFICIAL RECORD 2133 PAGE 1495

OFFICIAL RECORD 2123 PAGE 1491

EXHIBIT E

<u>NAMES</u>	<u>ADDRESS</u>
GERALD SLEETER	618 N. Federal Hwy., North Palm Beach, Florida
D. S. STOSSEL	618 N. Federal Hwy., North Palm Beach, Florida
L. M. TAYLOR	618 N. Federal Hwy., North Palm Beach, Florida

ARTICLE VI

Officers

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

<u>NAMES</u>	<u>OFFICE</u>	<u>ADDRESS</u>
GERALD SLEETER	President	618 N. Federal Hwy., North Palm Beach, Florida
D. S. STOSSEL	Vice-President	618 N. Federal Hwy., North Palm Beach, Florida
L. M. TAYLOR	Secretary-Treasurer	618 N. Federal Hwy., North Palm Beach, Florida

ARTICLE VII

Indemnification

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

ARTICLE VIII

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded from time to time as provided in the Bylaws.

ARTICLE IX

Amendment

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

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

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

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

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

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

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

ARTICLE X

Subscribers

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

EXHIBIT E

RECORDED 2133 PAGE 1497

RECORDED 2123 PAGE 1493

NAME

ADDRESS

GERALD SLEETER

618 N. Federal Hwy., North Palm Beach,
Florida

D. S. STOSSEL

618 N. Federal Hwy., North Palm Beach,
Florida

L. M. TAYLOR

618 N. Federal Hwy., North Palm Beach,
Florida

IN WITNESS WHEREOF, the subscribers have hereunto affixed their
hands and seals this 12th day of February, 19 73.

Gerald Sleeter (SEAL)

D. S. Stossel (SEAL)

L. M. Taylor (SEAL)

STATE OF FLORIDA

:
: SS:
:

COUNTY OF PALM BEACH

Before me, the undersigned authority, this day personally appeared
GERALD SLEETER, D. S. STOSSEL and L. M. TAYLOR, well known to me to be
the persons described in and who executed the foregoing Articles of Incorporation
and they acknowledged before me that they executed the same for the purposes
therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid
this 12th day of February, 19 73.

StosSEL L Park
Notary Public

My Commission expires:

Notary Public, State of Florida at Large

My Commission Expires Sept. 22, 1975

Bonded By American Fire & Casualty Co.



OFFICIAL RECORD 2123 PAGE 1494

EXHIBIT E

OFFICIAL RECORD 2133 PAGE 1498

GARDENWAY G, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.98 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.37 feet to the Point
of Beginning; thence run North a distance of 86.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 8.00 feet to a
point; thence run East a distance of 27.58 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 8.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

RECORDER'S MEMO: Legibility
of writing, Typing or Printing
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when received.

OFFICIAL RECORD 2123 PAGE 1497

OFFICIAL RECORD 2133 PAGE 1501

EXHIBIT E

A portion of Lots A-7 and A-8 according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7;
thence run East (the South line of said Lot A-7 is
assumed to bear East and all other bearings are rela-
tive thereto) along the South line of said Lot A-7
a distance of 77.90 feet to a point; thence run North
a distance of 43.20 feet to the Point of Beginning;
thence run North 41°30'00" East a distance of 86.66
feet to a point; thence run South 48°30'00" East a
distance of 39.42 feet to a point; thence run South
41°30'00" West a distance of 14.33 feet to a point;
thence run South 48°30'00" East a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 8.00 feet to a point; thence run South
48°30'00" East a distance of 27.58 feet to a point;
thence run South 41°30'00" West a distance of 42.00
feet to a point; thence run North 48°30'00" West a
distance of 27.58 feet to a point; thence run South
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" West a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 14.33 feet to a point; thence run North
48°30'00" West a distance of 39.42 feet to the Point
of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

RECORDER'S MEMO: Legibility
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2123 PAGE 1498

EXHIBIT 10-4

Recorded and
Record verified
Palm Beach County
John D. B...
Clerk Circuit C

BYLAWS
OF
GARDENWAY G CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

Identity

These are the Bylaws of GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on February 15, 19 73. The Association has been organized for the purposes of administering a condominium pursuant to Chapter 711, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name: GARDENWAY G, a Condominium and is located upon the land in Palm Beach County, Florida, described in EXHIBIT A, together with an undivided one-fifth (1/5th) interest in Exhibit B attached hereto and made a part hereof.

A. The office of the Association shall be 618 North Federal Highway, North Palm Beach, Florida.

B. The fiscal year of the corporation shall be the calendar year.

C. The seal of the corporation shall bear the name of the corporation and the word "Florida", the words "corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II

Members' Meetings

A. The annual members' meeting shall be held at the office of the Association at 8:00 P.M. on the last Monday in February of each year for the purpose of transacting any other business authorized to be transacted by the members; provided, however, that if the day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the President, Vice-President, or 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.

C. 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, 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 mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

D. A quorum at members' meetings shall consist of the number of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes of members 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 Bylaws.

E. Voting:

1. In any meeting of members, the owners of the dwelling units shall be entitled to cast the number of votes indicated as follows: The owner of each dwelling unit shall be entitled to cast one vote.

2. If a dwelling unit is owned by one person his right to vote shall be established by the record title to his unit. If a dwelling unit is owned by more than one person, or by a corporation, or is under lease, the person entitled to cast the vote or votes for that unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association or 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 ownership of the dwelling unit concerned. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement of a quorum nor for any other purpose.

3. Proxies: Votes may be cast in person or by proxy. A proxy may be made by any persons entitled to vote and

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EXHIBIT F

shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association before the appointed time of the meeting.

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

5. The order of business at annual members' meetings and as far as is practical at other members' meetings shall be as follows:

- a. Election of Chairman
- b. Calling of 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 election inspectors
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

6. Proviso: Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sale of all of the dwelling units or until December 15, 1973, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III

Directors

A. Membership: The affairs of the Association shall be managed by a Board of not less than three nor more than seven Directors, the exact number to be determined at the time of election.

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

1. The election of Directors shall be held at the annual members' meeting.

2. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (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.

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

4. Except as to vacancies provided by the removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

EXHIBIT F

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RYAN, TAYLOR, BOOKER & LAW, LAWYERS, NORTH PALM BEACH, FLORIDA, TELEPHONE 842-3233

5. 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.

6. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the dwelling units, or until the Developer elects to terminate its control of the condominium, or until December 15, 1973, whichever shall first occur, the first Directors of the Association shall serve, and in the event of vacancies, the remaining Directors shall fill the vacancies, and if there be no remaining Directors, the vacancies shall be filled by the Developer.

C. 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.

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

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

F. Special meetings of the Board of 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 (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time and place and purpose of the meeting.

G. 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.

H. A quorum at meetings of the Directors shall consist of a majority of the entire Board of 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, except when approval by a greater number of Directors is required by the Declaration of Condominium and the Articles of Incorporation or these Bylaws.

RECORDER'S MEMO: Legibility
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when received.

EXHIBIT F

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I. 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.

J. 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.

K. The presiding officer of Directors' meetings shall be the President or in his absence the Vice President. In the absence of the presiding officer, the Directors shall designate one of their number to preside.

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

M. Powers and duties of the Board of Directors: All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to the approval by dwelling unit owners when such is specifically required.

ARTICLE IV

Officers

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

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association,

including but not limited to the power to appoint committees from among the members of the Association from time to time as he deems necessary and appropriate, to assist in the conduct of the affairs of the Association.

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

D. The Secretary shall keep the minutes of all proceedings of the Directors and 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 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 President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or unable to serve.

E. 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 shall perform all other duties incident to the office of Treasurer of an Association.

F. The compensation, if any, of officers and employees of the Association shall be fixed by the Directors. The provision that the 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 V

Fiscal Management

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

A. Accounts: The receipts and expenditures of the

EXHIBIT F

OFF. CL. REC'D 2133 PAGE 1508

Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expense:

1. Current expenses 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 those expenditures which are 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 expenses for the succeeding year.

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

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

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

5. Operations which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue producing operations, if any, will be charged to this account and any surplus from such other operations shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against dwelling unit owners, which assessments may be made in advance in order to provide a working fund.

B. Budget: The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

C. Assessments: Assessments against the dwelling unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before the 20th day of December preceding the year for which the assessments are made. Such assessments shall be made and due in four (4) equal installments on the first day of January, the first day of April,

the first day of July, and the first day of October of each year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the same amount as the last prior assessment and quarterly installments on such assessments shall be due upon each installment payment date until an amended assessment is made.

1. Acceleration of assessment installments upon default: If a dwelling unit 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 unit owner and then the remaining unpaid balance of the assessment shall become due and payable upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the dwelling unit 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. The Board of Directors shall have the right to turn the water off if the unit owner remains in default in the payment of assessments. The assessments which are in default shall constitute a lien against the real property owned by the dwelling unit owner in the condominium property.

2. Assessments for emergencies: Assessments for common expenses of emergencies that cannot be paid from annual assessments for common expenses shall be made only after notice of the need for such is given to the dwelling unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the dwelling unit owners concerned, the assessment shall become effective and it shall be due after thirty (30) days written notice in the manner as the Board of Directors may require in the notice of assessment.

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

4. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit shall be furnished to each member and to any holder of a mortgage upon condominium property or upon any dwelling unit not later than April 1 of the year following the year for which the audit is made.

D. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors but shall be not less than one-half of the amount of the total annual assessments against members by the Association for common expenses. The premiums on such bonds shall be paid by the Association.

OFFICE
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EXHIBIT F

ARTICLE VI

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

ARTICLE VII

Amendment

Except as elsewhere provided, these Bylaws, the Articles of Incorporation and the Declaration of Condominium may be amended in the following manner:

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

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

1. Not less than 75% of the entire membership of the Board of Directors and not less than 75% of the votes of the entire membership of the Association; or
2. Not less than 80% of the votes of the entire membership of the Association; or
3. Until the first election of Directors by all members of the Association.

C. An amendment to the Articles of Incorporation shall be recorded in the public records of Palm Beach County, Florida immediately after its adoption and shall not become effective until it has been so recorded.

The foregoing were adopted as the Bylaws of GARDENWAY G CONDOMINIUM ASSOCIATION, INC. a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors held on February 15, 1973.

APPROVED:

[Signature]
President

[Signature]
Secretary

OFFICIAL RECORD 2133 PAGE 1511

EXHIBIT F

GARDENWAY G, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.37 feet to the Point
of Beginning; thence run North a distance of 86.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 8.00 feet to a
point; thence run East a distance of 27.58 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 8.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7;
thence run East (the South line of said Lot A-7 is
assumed to bear East and all other bearings are rela-
tive thereto) along the South line of said Lot A-7
a distance of 77.90 feet to a point; thence run North
a distance of 43.20 feet to the Point of Beginning;
thence run North 41°30'00" East a distance of 86.66
feet to a point; thence run South 48°30'00" East a
distance of 39.42 feet to a point; thence run South
41°30'00" West a distance of 14.33 feet to a point;
thence run South 48°30'00" East a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 8.00 feet to a point; thence run South
48°30'00" East a distance of 27.58 feet to a point;
thence run South 41°30'00" West a distance of 42.00
feet to a point; thence run North 48°30'00" West a
distance of 27.58 feet to a point; thence run South
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" West a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 14.33 feet to a point; thence run North
48°30'00" West a distance of 39.42 feet to the Point
of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 31.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" West
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

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

INSURANCE TRUST AGREEMENT

MADE this 5th day of March, 19 73,

by and between GARDENWAY G CONDOMINIUM ASSOCIATION, INC., (a condominium association) a corporation not for profit under the laws of the State of Florida, hereinafter called Association and FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH, Riviera Beach, Florida, a banking association authorized to do business in the State of Florida and having trust powers, hereinafter called Insurance Trustee;

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

The Declaration of Condominium dated 3-5, 19 73, and recorded in Official Record Book 2133 at page 1451, of the public records of Palm Beach County, Florida created GARDENWAY G, a Condominium, which is a condominium of dwelling units upon the land in Palm Beach County, Florida described in EXHIBIT A, together with undivided one-fifth (1/5th) interest in EXHIBIT B, attached hereto and made a part hereof. Such Declaration of Condominium is incorporated by reference and a conformed copy of such Declaration has been filed with the Insurance Trustee. Such instrument is called Declaration in this agreement.

The Declaration provides that certain insurance shall be purchased by the Association and that the proceeds of all policies of insurance so purchased shall be made payable to the Insurance Trustee. The Declaration also makes provisions for the collection and disbursement of proceeds of such policies. This Insurance Trust Agreement is made in order to state the insurance provisions of the Declaration in an agreement with the Insurance Trustee as follows:

ARTICLE I

Insurance Trustee-share of proceeds: All insurance policies purchased by the Association and the dwelling unit owners and their mortgagees as their interest may appear shall provide that all proceeds covering the property losses shall be paid to the FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH, Riviera Beach, Florida, as Trustee, which Trustee shall be referred to in this instrument as the Insurance Trustee. The Insurance

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2133 PAGE 1516

Trustee shall not be liable for the payment of premiums nor for the renewal or sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds in trust for the benefit of the dwelling unit owners and their mortgagees in the shares set out in the Declaration of Condominium, but which shares need not be set forth on the records of the Insurance Trustee.

ARTICLE II

Common elements: Proceeds on account of damage to common elements shall be an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

ARTICLE III

Dwelling units: Proceeds on account of damage to dwelling units shall be held in the following undivided shares:

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

(b) When the building is not to be restored-an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

ARTICLE IV

Mortgagees: In the event a mortgagee endorsement has been issued to a dwelling unit, the share of the unit owner shall be held in trust for the mortgagee and the unit 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 the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the dwelling unit owner and the mortgagee pursuant to the provisions of the Declaration of Condominium. 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 trust: All expenses of the Insurance Trustee shall be paid first or provision made for the payment of such.

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

(c) Failure to reconstruct or repair: If it is determined in the manner provided by the Declaration of Condominium that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners the remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

(d) In making distribution to dwelling unit 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 unit owners and their respective shares of the distribution.

(e) Association as agent: The Association is irrevocably the agent for each dwelling unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

ARTICLE V

Determination to reconstruct or repair after casualty:

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the manner provided by the Declaration of Condominium. 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.

ARTICLE VI

Disbursement of 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 dwelling unit 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 \$5000.00 then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee.

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

In all such other cases, the Association shall hold the sums then 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 dwelling unit 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-lessor damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5000.00, 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 herein 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 \$5000.00, 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 the State of Florida and employed by the Association to supervise the work.

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

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

ARTICLE VII

Certificate: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by dwelling unit owners upon assessments shall be deposited by the Association with the Insurance Trustee nor to determine whether or not the disbursements from the construction fund are to be paid upon the order of the Association or upon

the 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 from 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 each payee and the amount to be paid, provided, however, 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 dwelling 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.

ARTICLE VIII

Termination of this agreement: This agreement shall continue as long as the members of the Association have an insurable interest in the improvements upon the lands, unless sooner terminated upon thirty (30) day written notice by either party hereto and the payment of all costs of the Insurance Trustee to the date of termination, provided, however, that if notice of termination of this agreement is given prior to the appointment of a successor Trustee, a copy of such notice shall be mailed by registered or certified mail by the party giving the notice, to each record owner of a mortgage upon a dwelling unit.

ARTICLE IX

Indemnification: The Association shall indemnify the Insurance Trustee and save it harmless against any and all other liabilities, costs and expenses incurred by the Insurance Trustee, including counsel fees for anything whatsoever arising out of the existence of this agreement, except as a result of the Insurance Trustee's own gross negligence, willful misconduct or bad faith.

ARTICLE X

Interpleader: In the event of a disagreement between the parties, or with any of the beneficiaries or their mortgagees concerning the subject matter of this agreement, the Insurance Trustee may, at its discretion, deposit the subject matter of the dispute in the registry of a Court of competent jurisdiction and interplead the other parties to the dispute.

The foregoing agreement is hereby agreed upon and executed by the parties the day and year first above written.

WITNESSES: O

Diane P. Stessel

Patricia Longo

(CORPORATE SEAL)

GARDENWAY G CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]

By: [Signature]
Secretary

Patricia Longo

Margaret Lee

(CORPORATE SEAL)

FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH

By: [Signature]
President

Attest: [Signature]

By: James A. Neuman
Secretary Sen. V.P. & CASHIER

STATE OF FLORIDA
COUNTY OF PALM BEACH

:
SS:
:

Before me, the undersigned authority this day personally appeared GERALD SLEETER and L.M. TAYLOR, well known to me to be the President and Secretary, respectively, of GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, and they stated before me that they executed the foregoing instrument as the duly authorized officers of said corporation and that said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 5th day of March, 19 73.

Diane P. Stessel
Notary Public
My Commission expires: _____
NOTARY PUBLIC STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES SEPT. 28, 1976
GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA

:
:SS:

COUNTY OF PALM BEACH

Before me, the undersigned authority, this day personally appeared GARY E JONES and FRANCES A. Nierman^{4th} well known to me to be the President and ~~Secretary~~^{Cashier}, respectively, of FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH and they stated before me that they executed the foregoing instrument as the duly authorized officers of said corporation and that said instrument was duly executed, freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 8 day of March, 1973.

Dorinda E. Maher
Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 7, 1975
GENERAL INSURANCE UNDERWRITERS, INC.



GARDENWAY G, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 41°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.83 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 42.00 feet to a point; thence run South 48°30'00" West a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 189.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 8.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 8.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.37 feet to the Point
of Beginning; thence run North a distance of 86.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 8.00 feet to a
point; thence run East a distance of 27.58 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 8.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

A portion of Lots A-7 and A-8 according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7; thence run East (the South line of said Lot A-7 is assumed to bear East and all other bearings are relative thereto) along the South line of said Lot A-7 a distance of 77.90 feet to a point; thence run North a distance of 43.20 feet to the Point of Beginning; thence run North 41°30'00" East a distance of 86.66 feet to a point; thence run South 48°30'00" East a distance of 39.42 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run South 48°30'00" East a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" East a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 42.00 feet to a point; thence run North 48°30'00" West a distance of 27.58 feet to a point; thence run South 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" West a distance of 29.00 feet to a point; thence run South 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

A portion of Lots A-7 and A-8, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8; thence run North (the South line of said Lot A-8 is assumed to bear East and all other bearings are relative thereto) along the West line of said Lot A-8 a distance of 27.52 feet to a point; thence run East a distance of 85.00 feet to a point; thence run North 86°00'00" East a distance of 81.06 feet to the Point of Beginning; thence run North 4°00'00" West a distance of 3.00 feet to a point; thence run North 86°00'00" West a distance of 86.66 feet to a point; thence run South 4°00'00" East a distance of 39.42 feet to a point; thence run South 86°00'00" West a distance of 14.33 feet to a point; thence run South 4°00'00" East a distance of 29.00 feet to a point; thence run South 86°00'00" West a distance of 8.00 feet to a point; thence run South 4°00'00" East a distance of 27.58 feet to a point; thence run South 86°00'00" West a distance of 42.00 feet to a point; thence run North 4°00'00" West a distance of 27.58 feet to a point; thence run South 86°00'00" West a distance of 8.00 feet to a point; thence run North 4°00'00" West a distance of 29.00 feet to a point; thence run South 86°00'00" West a distance of 14.33 feet to a point; thence run North 4°00'00" West a distance of 36.42 feet to the Point of Beginning.

JOINDER OF MORTGAGEE

FIRST AMERICAN BANK OF NORTH PALM BEACH, FLORIDA
a corporation existing under the laws and statutes of the State of
Florida and doing business in the State of Florida, hereinafter
called Mortgagee, the owner and holder of a mortgage upon lands
in Palm Beach County, Florida described in Exhibit A and Exhibit B
attached hereto and made a part hereof and subject to all restric-
tions, covenants and easements included in the Declaration of
Condominium of GARDENWAY C, a Condominium, which mortgage is dated
the 12th day of January, 19 73, and recorded
in Official Record Book 2110 page 580 of the public
records of Palm Beach County, Florida joins in the making of
the foregoing Declaration of Condominium and the mortgagee agrees
that the lien of its mortgage shall be upon the following described
property in Palm Beach County, Florida:

All of the dwelling units of GARDENWAY C
a Condominium, according to the Declaration of
Condominium, together with all appurtenances to
the dwelling units, including but not limited to
all of the undivided shares in the common elements
and limited common elements.

WITNESSES:

Sady L. Karlen

Elizabeth A. Collett

THE FIRST AMERICAN BANK OF NORTH

PALM BEACH

By: [Signature]

President

Attest:

By: [Signature]

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

:
:SS:
:

Before me, the undersigned officer, personally appeared
R. J. Zammit and Barry B. Boyce well
known to me to be the President and Secretary, respectively of
the above named corporation and they acknowledged before me that
they executed the foregoing Joinder of Mortgagee freely and volun-
tarily as the duly authorized officers of said corporation and
that they affixed the corporate seal of said corporation there-
to, all under authority vested in them as such officers by the
Board of Directors of said corporation.

WITNESS my hand and official seal this 9 day of
March, 19 73.

Elizabeth A. Collett
Notary Public
My Commission Expires SEPT. 24, 1975
BONDED THROUGH MUROSKI - HUCKLEBERRY, INC.
RYAN, TAYLOR, BOOKER & LAW, LAWYERS, NORTH PALM BEACH, FLORIDA, TELEPHONE 842-3233

GARDENWAY G, a Condominium

LEGAL DESCRIPTION

A portion of Lots A-5 and A-6, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5; thence run East (the North line of Lot A-5 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-5 a distance of 77.90 feet to a point; thence run South a distance of 21.80 feet to the Point of Beginning; thence run South 48°30'00" East a distance of 86.66 feet to a point; thence run North 48°30'00" East a distance of 39.42 feet to a point; thence run North 41°30'00" West a distance of 14.33 feet to a point; thence run North 48°30'00" East a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run North 48°30'00" East a distance of 27.58 feet to a point; thence run North 41°30'00" West a distance of 8.00 feet to a point; thence run South 48°30'00" West a distance of 29.00 feet to a point; thence run North 41°30'00" West a distance of 12.33 feet to a point; thence run South 48°30'00" West a distance of 39.42 feet to the Point of Beginning.

L. M. TAYLOR
 RYAN, TAYLOR & LAW
 P.O. BOX 14577
 NORTH PALM BEACH, FLA. 33408

112159

AMENDMENT TO
 DECLARATION OF CONDOMINIUM
 OF
 GARDENWAY G, A CONDOMINIUM
 12104 State Road A-1-A
 Lake Park, Florida 33403

73 OCT 16 PM 4:21

THIS AMENDMENT, made this 9 day of Aug., 1973,
 by GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, hereinafter
 called "Developer", for itself, its successors and assigns:

WITNESSETH:

WHEREAS, Developer recorded in the public records of Palm Beach
 County, Florida, that certain Declaration of Condominium of GARDENWAY G, a
 Condominium, said instrument being dated March 5, 1973 and
 recorded March 16, 1973, in Official Record Book 2133, page 1451, public
 records of Palm Beach County, Florida;

WHEREAS, Exhibit B thereof entitled "Gardenway Phase II Development
 Site" was recorded with an incorrect legal description in the last deleted
 described parcels,

NOW, THEREFORE, the Declaration of Condominium of GARDENWAY G,
 a Condominium, is hereby amended by Exhibit B entitled, "Gardenway Phase II
 Development Site" as attached hereto and made a part hereof, as provided in the
 Declaration of Condominium and Section 71 of the Florida Statutes.

Following is the list showing the owners of the Condominium Units
 in GARDENWAY G, a Condominium, all of whom join in this Amendment and
 give their Consent thereto:

Apartment #1	Michael R. Siclari & Sylvia Siclari
Apartment #2	John L. Hallenbeck & Carolyn S. Hallenbeck
Apartment #3	Carl Sudano & Jacqueline Sudano
Apartment #4	Gardenway Development Co., Inc.
Apartment #5	R. John Schneider and Becky L. Schneider
Apartment #6	Ellen M. King
Apartment #7	Loren M. Ferris
Apartment #8	Ernest deMun Berkaw, Jr. & Jo Elizabeth Berkaw

In all other respects the Declaration of Condominium is to remain as
 filed in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF the Developer and Declarer, GARDENWAY

PLEASE RETURN TO:

RYAN, TAYLOR & LAW
 P.O. BOX 14577
 NORTH PALM BEACH, FLA. 33403

REC-2227 PAGE 1608

2060

DEVELOPMENT CO., INC., a Florida corporation, and any and all owners of
Condominium Units, if any, have executed this amendment to the Declaration
of Condominium of GARDENWAY G, a Condominium, the day and year first
above written.

Witnesses:

GARDENWAY DEVELOPMENT CO., INC.

By Gerald F. Sleeter (Seal)
Gerald F. Sleeter, President

Attorney

By L. M. Taylor (Seal)
L. M. Taylor, Assistant Secretary

CORPORATE SEAL

We have read the above and foregoing changes to the Declaration of
Condominium of GARDENWAY G, a Condominium, and are in agreement therewith.

Witnesses:

GARDENWAY G CONDOMINIUM
ASSOCIATION, INC.

By Gerald F. Sleeter (Seal)
Gerald F. Sleeter, President

ATTORNEY

By L. M. Taylor (Seal)
L. M. Taylor, Secretary

CORPORATE SEAL

Spring Greenflask

Spring Greenflask

As to Apartment #1

Dorinda Graham

Pauline Dawson

As to Apartment #2

Bernard Skamer

Bernard Skamer

As to Apartment #3

Bernard Skamer

Bernard Skamer

As to Apartment #5

Michael R. Siclari (Seal)
Michael R. Siclari

Elvira Siclari (Seal)
Elvira Siclari

John L. Hallenbeck (Seal)
John L. Hallenbeck

Catolyn S. Hallenbeck (Seal)
Catolyn S. Hallenbeck

Carl Sudano (Seal)
Carl Sudano

Jacqueline Sudano (Seal)
Jacqueline Sudano

John Schnelder (Seal)
John Schnelder

Becky L. Schnelder (Seal)
Becky L. Schnelder

RECORDED 2227 PAGE 1609

Bernard Shamer
As to Apartment #6

Ellen M. King (Seal)
Ellen M. King

Bernard Shamer
As to Apartment #7

Loren M. Ferris (Seal)
Loren M. Ferris

Bernard Shamer
As to Apartment #8

Ernest deMun Berkaw, Jr. (Seal)
Ernest deMun Berkaw, Jr.
Jo Elizabeth Berkaw (Seal)
Jo Elizabeth Berkaw

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared GERALD F. SLEETER and L.M. TAYLOR, well known to me to be President and Assistant Secretary, respectively of GARDENWAY DEVELOPMENT CO., INC., a Florida corporation, and they stated before me that they executed the foregoing Amendment to the Declaration of Condominium as the duly authorized officers of said corporation and said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 9th day of August

Isabel L. Park
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 22, 1975
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared GERALD F. SLEETER and L.M. TAYLOR, well known to me to be President and Secretary, respectively of GARDENWAY G CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and they stated before me that they executed the foregoing Amendment to the Declaration of Condominium as the duly authorized officers of said corporation and said instrument was duly executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 9th day of August

1973.

Isabel L. Park
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 22, 1975
Bonded By American Fire & Casualty Co.

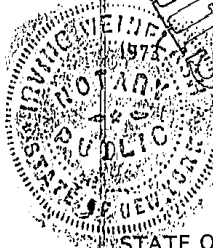
RECORDED 2227 PAGE 1610

STATE OF ~~NEW YORK~~ NEW YORK
COUNTY OF ~~NEW YORK~~ NASSAU

Before me, the undersigned officer this day personally appeared

MICHAEL R. SICLARI and ELVIRA SICLARI, his wife,
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that they
executed the same.

WITNESS my hand and official seal this 15 day of September



David Translast
Notary Public, State of ~~NEW YORK~~ NEW YORK
NOTARY PUBLIC, State of New York
No. 30-413555
My Commission Expires:
Commission Expires March 30, 1975

STATE OF ~~NEW YORK~~ NEW YORK
COUNTY OF ~~NEW YORK~~ NEW YORK

Before me, the undersigned officer this day personally appeared

JOHN L. HALLENBECK and CAROLYN S. HALLENBECK, his wife,
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that they
executed the same.

WITNESS my hand and official seal this 12th day of October
1973.

Alice M. Huxton
Notary Public, State of ~~NEW YORK~~ NEW YORK
NOTARY PUBLIC, State of New York
No. 30-1720004
Qualified in Nassau County
Commission Expires March 30, 1975

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared

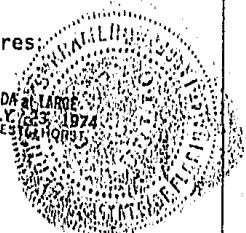
CARL SUDANO and JACQUELINE SUDANO, his wife,
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that they
executed the same.

WITNESS my hand and official seal this 19 day of aug.
1973.

Barbara Kramer
Notary Public, State of Florida

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH FRED W. DIESTELHORST




RECORDED 2227 PAGE 1611

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared

R. JOHN SCHNEIDER and BECKY L. SCHNEIDER, his wife,
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that they
executed the same.

WITNESS my hand and official seal this 19 day of Aug
1973.


Bernard S. Kramer
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH FRED W. DIESTELHORST

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared ELLEN M. KING
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal this 12 day of Aug
1973.


Bernard S. Kramer
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH FRED W. DIESTELHORST

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared LOREN M. FERRIS
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that he
executed the same.

WITNESS my hand and official seal this 19 day of Aug
1973.


Bernard S. Kramer
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH FRED W. DIESTELHORST

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned officer this day personally appeared

ERNEST deMUN BERKAW, JR. and JO ELIZABETH BERKAW, his wife,
to me known to be the person or persons described in and who executed
the foregoing instrument and acknowledged before me that they
executed the same.

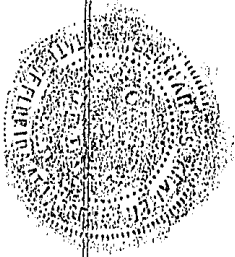
WITNESS my hand and official seal this 13 day of Aug
1973.


Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH SALES N. BISTELHORST

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 23, 1974
BONDED THROUGH SALES N. BISTELHORST



RECORDED 2227 PAGE 1613

A portion of Lots A-7 and A-8 according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-7;
thence run East (the South line of said Lot A-7 is
assumed to bear East and all other bearings are rela-
tive thereto) along the South line of said Lot A-7
a distance of 77.90 feet to a point; thence run North
a distance of 43.20 feet to the Point of Beginning;
thence run North 41°30'00" East a distance of 36.66
feet to a point; thence run South 48°30'00" East a
distance of 39.42 feet to a point; thence run South
41°30'00" West a distance of 14.33 feet to a point;
thence run South 48°30'00" East a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 8.00 feet to a point; thence run South
48°30'00" East a distance of 27.58 feet to a point;
thence run South 41°30'00" West a distance of 42.00
feet to a point; thence run North 48°30'00" West a
distance of 27.58 feet to a point; thence run South
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" West a distance of 29.00
feet to a point; thence run South 41°30'00" West a
distance of 14.33 feet to a point; thence run North
48°30'00" West a distance of 39.42 feet to the Point
of Beginning.

A portion of Lots A-7 and A-8, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat
Book 27, page 59, in and for the public records of Palm Beach
County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-8;
thence run North (the South line of said Lot A-8 is
assumed to bear East and all other bearings are rela-
tive thereto) along the West line of said Lot A-8 a
distance of 27.52 feet to a point; thence run East a
distance of 85.00 feet to a point; thence run North
86°00'00" East a distance of 81.06 feet to the Point
of Beginning; thence run North 4°00'00" West a distance
of 3.00 feet to a point; thence run North 86°00'00" East
a distance of 86.66 feet to a point; thence run South
4°00'00" East a distance of 39.42 feet to a point;
thence run South 86°00'00" West a distance of 14.33
feet to a point; thence run South 4°00'00" East a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 8.00 feet to a point;
thence run South 4°00'00" East a distance of 27.58
feet to a point; thence run South 86°00'00" West a
distance of 42.00 feet to a point; thence run North
4°00'00" West a distance of 27.58 feet to a point;
thence run South 86°00'00" West a distance of 8.00
feet to a point; thence run North 4°00'00" West a
distance of 29.00 feet to a point; thence run South
86°00'00" West a distance of 14.33 feet to a point;
thence run North 4°00'00" West a distance of 36.42
feet to the Point of Beginning.

FILE 2227 PAGE 1614

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

GARDENWAY PHASE II DEVELOPMENT SITE

LEGAL DESCRIPTION

Lots A-5 through A-8, inclusive, together with the North 22.30 feet of Lot A-4 thereof, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, page 59, in and for the public records of Palm Beach County, Florida, together with all that portion of the 20 foot service road lying South of the North line of Lot A-8 and North of the South line of the North 22.30 feet of Lot A-4, all extended East, as shown on the said plat of PALM BEACH COLONY COMMERCIAL AREA, all less the West 60 feet thereof for additional State Road No. 1A right-of-way.

LESS THE FOLLOWING DESCRIBED PARCELS:

A portion of Lots A-4 and A-5, according to the plat of PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book 27, at page 59, in and for the public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Lot A-4, thence run East (the North line of Lot A-4 is assumed to bear East and all other bearings are relative thereto) along the North line of said Lot A-4 a distance of 169.20 feet to the point of beginning; thence run North a distance of 24.12 feet to a point; thence run East a distance of 14.33 feet to a point; thence run North a distance of 29.00 feet to a point; thence run East a distance of 3.00 feet to a point; thence run North a distance of 27.58 feet to a point; thence run East a distance of 42.00 feet to a point; thence run South a distance of 27.58 feet to a point; thence run East a distance of 3.00 feet to a point; thence run South a distance of 29.00 feet to a point; thence run East a distance of 14.33 feet to a point; thence run South a distance of 39.42 feet to a point; thence run West a distance of 86.66 feet to a point; thence run North a distance of 15.30 feet to a point of beginning.

A portion of Lots A-5 and A-6, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the records of Palm Beach County, Florida;
more particularly described as follows:

Commencing at the Northwest corner of said Lot A-5;
thence run East (the North line of Lot A-5 is assumed
to bear East and all other bearings are relative there-
to) along the North line of said Lot A-5 a distance of
77.90 feet to a point; thence run South a distance of
21.80 feet to the Point of Beginning; thence run South
41°30'00" East a distance of 86.66 feet to a point; thence
run North 48°30'00" East a distance of 39.42 feet to a
point; thence run North 41°30'00" West a distance of
14.33 feet to a point; thence run North 48°30'00" East
a distance of 29.00 feet to a point; thence run North
41°30'00" West a distance of 8.00 feet to a point;
thence run North 48°30'00" East a distance of 27.58 feet
to a point; thence run North 41°30'00" West a distance
of 42.00 feet to a point; thence run South 48°30'00"
West a distance of 27.58 feet to a point; thence run
North 41°30'00" West a distance of 8.00 feet to a
point; thence run South 48°30'00" West a distance of
29.00 feet to a point; thence run North 41°30'00" West
a distance of 14.33 feet to a point; thence run South
48°30'00" West a distance of 39.42 feet to the Point of
Beginning.

A portion of Lots A-6 and A-7, according to the plat of
PALM BEACH CABANA COLONY COMMERCIAL AREA, as recorded in Plat Book
27, page 59, in and for the public records of Palm Beach County,
Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot A-6;
thence run East (the South line of said Lot A-6 is
assumed to bear East and all other bearings are rela-
tive thereto) a distance of 82.00 feet to a point;
thence run North a distance of 17.37 feet to the Point
of Beginning; thence run North a distance of 36.66 feet
to a point; thence run East a distance of 39.42 feet to
a point; thence run South a distance of 14.33 feet to
a point; thence run East a distance of 29.00 feet to
a point; thence run South a distance of 8.00 feet to a
point; thence run East a distance of 27.58 feet to a
point; thence run South a distance of 42.00 feet to a
point; thence run West a distance of 27.58 feet to a
point; thence run South a distance of 8.00 feet to a
point; thence run West a distance of 29.00 feet to a
point; thence run South a distance of 14.33 feet to a
point; thence run West a distance of 39.42 feet to the
Point of Beginning.

RECORDED 2227 PAGE 1616

Recorded in G N Book 8
Record verified
Palm Beach County, Fla.,
John B. Dinkin
Clerk Circuit Court

EXHIBIT B - Page 2

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

RYAN, TAYLOR & LAW, LAWYERS, NORTH PALM BEACH, FLORIDA, TELEPHONE 848-8024