

**Gold Coast Towers Condominium Association
One South Lakeside Drive
Lake Worth, Florida 33460**

March 1, 2003

Dear Member,

Your Board of Directors has prepared this Condominium Documents booklet to "gather together", up-date and re-type on letter-size paper, all your official documents governing the ownership in and operation of, Gold Coast Towers Condominium.

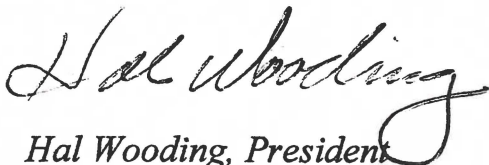
The **Declaration of Condominium and By-Laws** documents herein are complete re-types, incorporating all amendments adopted and recorded to date. Copies of these amendments are included in a separate section for reference. The **Rules and Regulations** document herein, again a re-type, has been expanded to include all the Board/Association actions taken to date.

We hope this consolidation of documents will be useful to you as a ready reference to the many requirements, rules, procedures and items of general information that have existed since condominium formation, together with those officially adopted over the years to the present time. Future amendments, changes, additions, etc., can easily be added to the booklet, as required.

The Board recommends that this booklet be stored, perhaps on a bookshelf, so that it is readily available when needed. Further, when ownership is transferred due to sale or other reason, this booklet should remain as part of the condominium unit and be given to the new owner(s).

Should it ever be necessary in the future, you may obtain a duplicate copy of this booklet from the Association Secretary for \$50.

Sincerely,

A handwritten signature in cursive script that reads "Hal Wooding". The signature is written in dark ink and is positioned above the printed name of the signatory.

Hal Wooding, President
Gold Coast Towers Condominium Association

**DECLARATION
OF
CONDOMINIUM**

GOLD COAST TOWERS

**A
CONDOMINIUM**

DECLARATION OF CONDOMINIUM
GOLD COAST TOWERS – A CONDOMINIUM

I. SUBMISSION STATEMENT

GOLD COAST CONDOMINIUM DEVELOPERS CORP., a Florida corporation, hereinafter sometimes referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III, hereof, entitled "Land", and hereby submits same to Condominium Ownership pursuant to Chapter 711, Florida Statutes, the Condominium Act, as amended {hereinafter referred to as "The Condominium Act), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the annexed By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained are adopted and included herein by express reference.

II. NAME

The name by which this Condominium is to be known and identified is:
GOLD COAST TOWERS – A CONDOMINIUM.

III. LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

LOTS 9, 10, 11, 12 and 13, BLOCK 31, TOWNSITE OF LUCERNE according to
PALM BEACH FARMS COMPANY PLAT NO. 2, recorded in Plat Book 2 at
Page 36 of the Public Records of Palm Beach County, Florida;

SUBJECT TO:

Restrictions, conditions, limitations and easements of record, and applicable zoning ordinances, laws and regulations.

SUBJECT TO:

That certain Declaration of Easement granting limited use rights therein described on lands other than the above-described property, to the Condominium Unit Owners dated the 18th day of October, 1973 and appearing among the Public Records of Palm Beach County, Florida in Official Records Book 2239 at Page 1734.

IV. IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the Condominium property shall include as common elements any interest in real or personal property acquired by the Condominium Association in accordance with the provisions of Article XXIV entitled "Recreational Facilities" herein contained. The principal improvements on the real property submitted herewith to Condominium ownership consists of two (2) apartment buildings. One apartment building is five (5) stories in height, contains thirty (30) units and is constructed in two (2) wings. It is identified on Exhibit #1 hereto as Building No. 1. The other apartment building is two (2) stories in height and contains six (6) units. It is identified on Exhibit #1 as Building No. 2. The apartments in the five-story building are identified by a letter followed by a number. The numbers run from 1 through 6 and correspond to the particular apartments on a given floor. The letters run from A through E and correspond to the floor upon which the apartment is located; all A apartments being on the first floor, B apartments on the second floor, C apartments on the third floor, D apartments on the fourth floor and E apartments on the fifth floor. Apartments in the two-story building are identified by number only, to wit: 1 through 6; apartments 1, 2, and 3 are on the first floor and apartments 4, 5, and 6 are on the second floor. All apartments in the two-story building, to-wit: apartments 1 through 6, and apartments A-2, B-2, C-2, D-2 and E-2 in the five-story building, each contain one bedroom and one bath, in addition to other living areas described on the Survey, Plot Plan and Graphic Description of Improvements recorded herewith as Exhibit #1 to this Declaration. Apartments A-4, B-4, C-4, D-4 and E-4 each contain two bedrooms and two baths, in addition to other living areas described on the Survey, Plot Plan and Graphic Description of Improvements and are larger apartments, sometimes referred to as deluxe apartments. All other apartments, to wit: A-1 thru E-1 inclusive, A-3 thru E-3 inclusive, A-5 thru E-5 inclusive and A-6 thru E-6 inclusive, each contain two bedrooms and two baths, in addition to other living areas described on the Survey and Plot Plan and Graphic Description of Improvements recorded herein. Each of said apartments together with its attached terraces, balconies or porches, if there be any, is a Condominium Unit, and each of said Units is subject to private ownership. The areas, rooms and spaces which are not within the boundaries of a Condominium Unit and its attached terraces, balconies or porches (if there be any), are common elements or limited common elements, and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

- A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls.
- B. The boundary lines of each apartment terrace, balcony or porch are the interior vertical surfaces thereof; and the exterior unpainted finished surface of the perimeter balustrade abutting the porch, terrace or balcony; and the interior finished surfaces of the floor and the horizontal projections of the abutting unit's ceiling.
- C. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common

elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as parking spaces and storage space.

V. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. Said Exhibit #1 has been certified to and in the manner required by Section 711.08. (1). (e)., Florida Statutes, the Condominium Act.

B. Limited common elements are identified upon Exhibit #1 constituting parking spaces and certain storage spaces within the Condominium property and upon certain easement property. Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements (Exhibit #1) are numbered P-1 through P-36 inclusive. These parking spaces are not assigned to the various condominium units in this Declaration nor in Exhibit #1 attached hereto. The Developer may make such assignment and shall have the exclusive right so to do until sixty (60) days after the Developer shall have sold and closed the sale of the last condominium unit owned by the Developer in the Condominium. After that time the Condominium Association shall have the authority to assign any unassigned parking spaces. Such assignments need not be placed of record, but may be noted among the corporate records of the Condominium Association or placed of record as the Developer or Condominium Association, in the appropriate case, shall determine. Once a parking space shall have been assigned as a limited common element to a particular unit it shall not thereafter be removed as a limited common element appurtenant to the unit to which it was assigned without the consent, in writing, of the unit owner, and then, only upon condition that after such reassignment, or as a result thereof, no condominium unit shall have more than one parking space assigned thereto as a limited common element, and no unit shall be deprived of a parking space providing a space is then available. Storage spaces as reflected on the Condominium Plan, each of which abuts two units, are limited common elements shared by the two units which such storage space abuts. Other storage spaces reflected on the Condominium Plan are common elements whose use shall be ascertained by the Condominium Association providing that unit owners requesting the use of such space shall, if such use be allowed to one or more unit owner, be fairly apportioned among all unit owners. Limited common elements are restricted to the use of the units (unit owners and the occupants of said units) to which they are appurtenant to the exclusion of all other units.

C. There is reflected in the Survey, Plot Plan and Graphic Description of Improvements the location of certain parking spaces which are not part of the Condominium property, but are easement-ways granted to the Condominium Association for the use and benefit of the Condominium unit owners in accordance with the Declaration of Easements mentioned in Article III entitled "LAND" hereof. The easement rights therein created shall be treated as, and shall, to the extent lawful, be common elements and/or limited common elements in accordance with the terms of this Declaration of Condominium subject, however, always and at all times to the terms and conditions of said Declaration of Easements and the rights therein reserved to the fee simple owner of the property upon which said easement rights are created.

D. Spaces designated LC-4, LD-4 and LE-4 are limited common elements appurtenant to Condominium units C-4, D-4 and E-4, respectively. The Condominium Unit owners of Units C-4, D-4 and E-4 may, at such owner's option, enclose the aforescribed space, which is a limited common element appurtenant to his unit, at such owner's sole expense in accordance with prevalent building and zoning codes, providing no structural damage or modification to the structural members of Building No.1 is required. While enclosed, such spaces shall be deemed part of the condominium unit and not merely a limited common element.

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

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Schedule A contained in the Exhibit #2 attached hereto and made a part hereof.

B. The common expenses shall be borne by the condominium unit owners and the said unit owners shall share in the common surplus in the proportions set forth in Schedule B contained in Exhibit #2 attached hereto and made a part hereof.

**VII. MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND
VOTING RIGHTS OF OWNERS OF UNITS**

Every owner of a Condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article X. of this Declaration and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every Condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and effecting the land and improvements constituting Condominium property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each unit owner is entitled to one vote in the Condominium Association for each unit owned by him. Voting rights and qualification of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit #3.

VIII. AMENDMENT TO DECLARATION

A. Except as provided in Paragraph B. below, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws, at which a quorum is present, such adoption to be by the affirmative vote of 2/3rds of the unit owners present at such meeting. Such amendment shall be duly recorded in compliance with Section 10 of the Condominium Act. No amendment shall change any Condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A. above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A. above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws of the Condominium Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a Condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and filed with the aforesaid amendment

IX. BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws which are annexed to this Declaration as Exhibit #3 and made a part hereof. Such By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

X. CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is GOLD COAST TOWERS – A CONDOMINIUM, INC., a Florida corporation, not for profit. The Association shall have

all the powers, rights and duties set forth in the Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The Association is sometimes referred to herein as the Association, the Condominium Association, the Condominium Corporation or the Corporation.

XI. PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families and social guests, and for no other purpose, except where specific exceptions are made in this Declaration of Condominium. Ownership of Condominium units within Gold Coast Towers shall be limited to one (1) apartment unit per individual (or individuals in the event of joint ownership). This limitation shall include ownership transferred to a personal or living trust arrangement. Ownership by corporations, companies and/or developers is not permitted, except that of Gold Coast Towers itself, when exercising its "right of first refusal" of a unit sale, in accordance with the provisions of Article XII, CONVEYANCES. In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

- A. The apartments shall be used for single family residences only.
- B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to the regulation by rules and by-laws as may in the opinion of the corporation, achieve the maximum beneficial use thereof.
- C. It is the intent that Gold Coast Towers, A Condominium, shall be "housing for older persons", as such term is defined or used in the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, as renumbered and amended from time to time, and in other applicable federal, state and local laws and regulations, as renumbered and amended from time to time. At least 80% of the units shall be occupied by at least one person 55 years of age or older. The Association shall publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or older and shall maintain surveys, affidavits and such other proof of age for each resident within the Gold Coast Towers Condominium community as required by law from time to time in order to qualify as "housing for older persons". No person under eighteen (18) years of age may occupy any Unit except as a temporary guest in accordance with the guest occupancy rules, regulations and restrictions of this Declaration and the Association. The units which may be occupied by persons, none of whom are 55 years of age or greater (but all of whom are at least eighteen (18) years of age), shall be limited to hardship exceptions as determined in the sole discretion of the Board of Directors in accordance with applicable law, whether statutory or common law, provided, however, in no event such occupancy be permitted if it would result in less than eighty percent (80%) of the units being occupied by at least one person fifty-five (55) years of age or greater or otherwise endanger, jeopardize or threaten the community's status as "housing for older persons". The Board shall establish policies or procedures from time to time for the purpose of assuring that the community qualifies as "housing for older persons".

D. No nuisance shall be allowed upon the Condominium property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium property by its residents.

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- E. No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.
- F. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any condominium unit, or any part thereof.
- G. No FOR SALE or FOR RENT signs or other signs shall be displayed by any individual unit owner on his condominium parcel, or any part of the Condominium property.
- H. No dogs, cats, parrots, animals, or pets of any kind shall be kept or maintained in a condominium apartment or brought upon the condominium property. This provision shall not apply to any dogs, cats, parrots, animals, or pets kept in an apartment on the date this provision becomes effective, but no such dogs, cats, parrots, animals, or pets of any kind shall thereafter be replaced.
- I. Reasonable regulations concerning use of the Condominium property including the units, common elements and limited common elements may be promulgated by the corporation. Copies of all additional regulations shall be furnished to all unit owners.

PARKING: Use of individually assigned parking spaces on the grounds of Gold Coast Towers Condominium shall be restricted to the parking of conventional passenger vehicles (including station wagons and small recreation-type vehicles that do not exceed the dimensions of conventional passenger vehicles). Under no circumstances will the following types of vehicles be allowed to park in the subject areas: Commercial vehicles of any kind, trucks, vehicles with open truck beds, panel trucks or vans, out-sized recreation vehicles, live-in recreation vehicles, boats, boat trailers, or golf carts.

XII. CONVEYANCES

A. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment buildings in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

1. Transfers subject to approval.

(a). Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the association.

(b). Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease or renewal thereof, without approval of the Association. No more than one (1) lease shall be approved or permitted for any apartment in any twelve (12) consecutive month period. No lease shall be for a term of less than three (3) months, nor more than six (6) months plus one (1) day. After purchase, an owner is not allowed to lease said unit for a period of one (1) year. Following this initial restriction, the foregoing provisions of this paragraph shall apply.

(c). Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d). Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(e). Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the Association.

2. Approval by Association.

(a). Notice to Association.

(1). Sale. An apartment owner intending to make a bonafide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2). Lease. An apartment owner intending to make a bonafide lease of his apartment or any interest in it shall give the Association notice of such intention together with the name and address of the intended leasee, such other information concerning the intended leasee as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3). Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4). 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 even transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b). Certificate of Approval.

(1). Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association may 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.

(2). Lease. If the proposed transaction is a lease, then within 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.

(3). Gift; Devise or Inheritance; Other Transfers. If the owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form.

(c). (Deleted in entirety).

3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:

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

(1). The price to be paid shall be that stated in the disapproved contract to sell. The purchase price shall be paid in cash or shall be paid in the same manner as stated in the disapproved contract.

(2). The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase.

(3). A certificate of the Association executed by its president and secretary, in recordable form and approving the purchaser shall be delivered to the purchaser.

(4). If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b). Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

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

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

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

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

(4). A certificate of the Association executed by its president and secretary in recordable form and approving the purchaser shall be delivered to the purchaser.

(5). 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 this 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.

~~4. Should any condominium unit (parcel) at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "mortgagee", upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit (parcel), including the fee ownership thereof, without complying with the provisions of this Article XII; provided, however, that in all other respects, the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act, shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whatsoever, the provisions of this Article XII shall then again be fully effective with regard to subsequent sales or conveyance of said unit (parcel).~~

5. 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.

XIII. RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a Condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the Condominium parcel prior to his death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Paragraph A of Article XII of this Declaration notwithstanding.

B. If title to the Condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in paragraph A above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall give the Condominium Association the notice required in Sub-Paragraph 2. (formerly Sub-Paragraph 1.) of Paragraph A. Of Article XII of this Declaration.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the unit owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the matter otherwise provided in this Declaration.

XIV. ASSESSMENTS

A. The Condominium Association, through its board of directors, shall have the power to make and collect assessments, and special assessments and such other assessments as provided for by the condominium law, this Declaration and the *By-Laws*.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes and assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real property and condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacements but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the condominium; cleaning and janitor service for the common elements and limited common elements, expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members, and the condominium property – (i.e., reserve for replacements, operating reserve to cover deficiencies in collections). and all other expenses declared by the directors of the Association to be common expenses, from time to time, and any and all other sums due from the Association under the lease, contract or undertaking for recreational facilities provided for in Article XXIV.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time therein, and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall borne by unit owners in the proportion of shares set forth in Paragraph B of Article VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the board of directors.

D. Should the Association through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses or in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

E. All notice of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall incur a \$50 late fee, if received after 15 days following the date when due

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association, such unpaid assessments and/or installments shall be deemed to be a common expense of the corporation to be paid out of corporation reserves or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the Corporation shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the association or to pay assessments thereafter becoming due.

XV. LIEN OF THE ASSOCIATION

The Corporation shall have a lien on each condominium parcel for any unpaid assessment, and interest thereon against the unit owner of such condominium, as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys fees sustained by the Corporation incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorneys fee. Said lien shall be effective from and after its recording in accordance with Section 711.15 of the Laws of Florida (Section 15 of the Condominium Act), and shall otherwise be enforceable as provided in the Condominium Act.

XVI. PROVISIONS RE TAXATION

The Condominium Act (Section 19) provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels, and not upon the condominium property as a whole. Such taxes, when assessed, shall be paid by each parcel owner, in addition to the payment of such parcel owner's share of common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire condominium property, including common elements and condominium units. In such case, the tax will be apportioned against each parcel, according to the schedule of the ownership of common elements contained in Schedule A of Exhibit 2, but otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of this Article XVI.

XVII. MAINTENANCE AND REPAIR

A. (Formerly XVII.1) The owner of each condominium unit at his own expense shall see to, maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to air conditioning compressors servicing his unit whether or not the same are located within the unit, which air conditioning compressors if located upon the common elements shall be deemed to be limited common elements appurtenant to and for the exclusive use of the apartment (condominium unit) which such compressor services; and the condominium unit owner must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damage caused by his negligent non-action. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor

which constitute the boundary lines of the unit (including the attached porch), and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit (including its attached porch), within or in the perimeter walls of a unit (including its attached porch), and all window glass in windows in the perimeter walls of the unit (including its attached porch). Each unit owner shall also be responsible and have the exclusive obligation to maintain, repair and replace any plate glass in sliding glass doors or fixed glass doors or walls which constitute the perimeter walls or the interior walls of his condominium unit. In the event a glass wall shall constitute the perimeter wall between two units, the unit owners of the two units sharing said wall, shall have the joint and several obligation and responsibility to see to the maintenance, repair and replacement of such glass wall or glass partition.

b. (Formerly XVII.2.) The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the condominium. The Association shall have all the powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

XVIII. ALTERATION OF UNITS

No owner of a condominium unit shall make or cause to be made, any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by the unit owner involves the removal of any permanent interior partition, the corporation may permit same, if the same is not a load bearing partition, and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including painting, installation of electric wires, TV antennae or air conditioning units which may protrude through the walls or roof of the building or in any manner change the appearance of the exterior of the building or any portion thereof not within the unit, without consent of the Association.

No changes can be made in the type of floor covering in apartments above the first floor without approval of the Board of Directors. Such approval is contingent upon installation being performed by professional licensed installers with materials that provide full soundproofing in accordance with Florida condominium state standards covering such installations. However, if such installation should prove to be a noise nuisance to owners/renters in apartments below, the use of carpeting and/or light weight throw rugs as mitigation (alleviation, moderation), would be required.

All other provisions of this Article XVIII shall be and remain the same.

XIX. ALTERATIONS, ADDITION, AND IMPROVEMENTS
TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

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- A. (Formerly XIX.1.) A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal of such substantial alteration, improvement or addition, upon not less than ten (10) days' nor more than thirty (30) days' notice.
- B. (Formerly XIX.2.) Two-thirds (2/3rds) of all the unit owners shall vote in favor of the proposal in person or by proxy.
- C. (Formerly XIX.3.) The cost of such alteration, improvement or addition shall be assessed and collected as a common expense, but each unit owner shall bear that portion or share of such cost as is the same as the share of the common elements appurtenant to his unit, as such shares are set forth in Paragraph A. of Article VI of this Declaration.

XX. LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and the limited common elements of this Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI, Paragraph B., of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring with the house.

XXI. PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire building(s) erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four years by the insurance carrier, if such insurance is available, against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building(s) erected upon Condominium land. Because of the location of the Condominium property the Association is authorized to obtain and accept a policy with a deductible clause if the association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other

person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if in good faith a majority of their whole number shall have determined that such insurance is not reasonably available.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses of \$3,000.00 or less shall be paid to the Association; and if in excess of \$3,000.00 shall be paid to a Trustee which shall be any Bank or Trust Company authorized to and doing business in Dade, Broward or Palm Beach Counties, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half the unpaid principal balance of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies that come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. Payment of Premiums: Trustee's Expenses and Collection. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Mandatory Repair. Unless there occurs substantial damage to or destruction of all or a substantial part of the Condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares set forth in Paragraph A. of Article VI., hereof.

E. Determination of Damage and Use of Proceeds.

1. (Formerly XXI.E.(1).) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of the insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment

against all unit owners for that portion of deficiency related to common elements and limited common elements, in accordance with the percentages set forth in Paragraph A. of Article VI. of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Paragraph A. of Article VI. of this Declaration; except as provided for in Paragraph I below.

2. (Formerly XXI.E.(2).) Unless there occurs substantial damage to or destruction of all, or a substantial portion of the condominium property, and the unit owners fail to elect to rebuild and repair as provided in Paragraph F. below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction to any or all the Condominium property" shall mean:

1. (Formerly XXI.F.(1).) With respect to the entire Condominium, that two-thirds (2/3rds) or more of all apartment units are, or have been, rendered untenantable by casualty loss or damage; and/or,

2. (Formerly XXI.F.(2).) If two-thirds (2/3rds) or more of all apartment units are not or have not been rendered untenantable by casualty loss or damage, then with respect to at least one separate and discrete apartment building within the Condominium, that three-fourths (3/4ths) or more of the apartment units in such discrete and separate apartment building are or have been rendered untenantable by such casualty loss or damage.

3. (Formerly Unnumbered) Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium property with respect to the entire Condominium, the Condominium properties shall not be reconstructed unless two-thirds (2/3rds) of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the proceeding sentence, should such damage or casualty loss be to less than that degree described in Sub-Paragraph 1. (formerly XXI.F.(1).), above, but with respect to one or more apartment buildings be at least that degree with respect to each of such buildings described in Sub-Paragraph 2.(formerly XXI.F.(2)), above, then each apartment building experiencing such degree (Sub-Paragraph 2.- formerly XXI.F.(2).) of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4ths) of the unit owners owning unit in such apartment building so damaged or destroyed shall agree to such reconstruction, in writing, within

ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear, in accordance with the provisions of Paragraph I, below, and the Condominium property shall to the extent provided for in Paragraph I, below, be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of Paragraph I, below. The determination not to reconstruct after casualty shall be evidenced by certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3rds) of the unit owners, or in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (3/4ths) of the unit owners residing in each of the separate and discrete apartment buildings which have experienced the degree of damage mentioned in Sub-Paragraph 2.(formerly XXI.F.(2).) above.

G. Rights of Mortgagees. If any first mortgagee of any Condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property. A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute release thereof.

I. Repair and Reconstruction. The provisions of Paragraph D, E, and F above, to the contrary notwithstanding, each separate and distinct apartment building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only apartment building in the Condominium to the effect that:

1. (Formerly XXI.I.(1).) All insurance proceeds reasonably attributable to the damage or destruction to one such apartment building shall be first used for the reconstruction and repair of that building, to the extent that proceeds are sufficient; and in the event that such proceeds are not sufficient, the Condominium unit owners in that building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction, or repair, as contemplated by Paragraph D., above. For the purpose of this Paragraph I, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements, as set forth in Schedule A. of Exhibit #2 attached hereto, divided by the sum total of the shares of the common elements attributable to all the Condominium units in that building, as set forth in Schedule A. of Exhibit #2. The relative proportion thus established with respect to each Condominium unit in an apartment building is hereinafter referred to as the "relative common elements per building".

2. (Formerly XXI.I.(2).) If under the provisions of Paragraph XXI.E.1.(formerly XXI.E.(1).) above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency of funds available for reconstruction and repair of a separate apartment building related to the common elements and limited common elements; then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular apartment building which has suffered casualty loss and damage; and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their share of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that apartment building suffering such casualty loss or damage, in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph XXI.I.1.(formerly XII.I.(1).) above.

3. (Formerly XXI.I.(3).) In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete apartment building, then the Board of Directors shall reasonably ascertain what portion if any of that excess is fairly attributable to the entire Condominium, and that portion shall be distributed or applied to the unit owners and their mortgagees as their interest may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds, shall be distributed and paid over to the unit owners and their mortgagees as their interest may appear in the separate and discrete apartment building suffering such damage or loss, in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions in Sub-Paragraph I.1.(formerly XXI.I.(1).) above.

4. (Formerly XXI.I.(4).) In the event that there shall occur to a separate and discrete apartment building the degree of damage or destruction described in Sub-Paragraph XXI.F.2.(formerly XXI.F.(2).) above, but the condominium as a whole shall not have experienced the degree of damage, destruction, or loss as set forth in Sub-Paragraph XXI.F.1.(formerly XXI.F.(1).) above, and an apartment building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of Paragraph XXI.F. above, then the Condominium Regime shall be deemed terminated with respect to that building only, and this Declaration of Condominium shall be deemed amended and the following shall result:

(a). (Formerly XXI.I.(4).a.) The Board of Directors, upon advisement of one or more independent appraisers shall determine the fair value of all the Condominium properties (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed apartment building, as follows:

(b). (Formerly XXI.I.(4).b.) The total of the relative common elements per building attributable to units in the apartment building so destroyed or damaged shall be multiplied by the fair value of all the Condominium property as established by the Board of Directors, and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction to the said apartment building. That difference plus the total amount of insurance proceeds attributable to said loss shall be deemed the total purchase price for the Condominium units in the said destroyed or damaged building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F. above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with the law. If the Condominium shall elect not to terminate in accordance with the law, then the Condominium Association shall purchase the Condominium units in the destroyed or damaged building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the apartment building so damaged or destroyed, shall be set aside and the balance paid over to the Condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners

and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments, commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

(c). (Formerly XXI.I.(4).c.) The Condominium Association, upon the acquisition of the title to the units and interests of the unit owner's in the damaged or destroyed building shall have the option either:

- (1). (Formerly XXI.I.(4).c.(i)) Terminating the Condominium Regime with respect to the destroyed or damaged building and making the site thereof a common element of the Condominium; or,
- (2). (Formerly XXI.I.(4).c.(ii).) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3rds) of the Condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

(d) (Formerly XXI.I.(4).d.) In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed building, a certificate shall be filed among the public records executed by two officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium property the destroyed and/or damaged building, as an improvement, and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged building, among the remaining unit owners in the proportions that their shares of the common elements as set forth in Schedule A. of Exhibit #2 hereof, bear to one another; such that upon completion of such redistribution, one-hundred percent (100%) of the common elements will have been distributed among the remaining Condominium unit owners and the Condominium units not contained in the damaged or destroyed building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed building, among the remaining units in the proportions that their shares of the common expenses and common surplus as set forth in Schedule B. of Exhibit #2 to this Declaration of Condominium, bear to one another, such that upon completion of such redistribution, one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining Condominium units not contained in the damaged of destroyed building.

XXII. MORTGAGES

An owner who mortgages his condominium parcel must notify the Corporation of the name and address of his mortgagee, and the Corporation shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Condominium Corporation of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to

modify, alter or change the physical aspect of the apartment without written authorization of the mortgagee. The Corporation shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

XXIII. DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

The provisions of Article XII hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Corporation submitting the condominium property to condominium ownership, to-wit: the Developer. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, The Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Paragraphs C. and D. of Article XII shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association. This Article XXIII may not be amended without the written consent of the Developer.

XXIV. RECREATIONAL FACILITIES

A. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of two-thirds (2/3rds) of the Association's members, and subject to the requirements of Paragraph C. below, may from time to time acquire and enter into agreements, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended; otherwise an amendment shall require all the approvals set forth in this Paragraph A. and Paragraph C. below.

B. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXIV., this Article XXIV. may not be modified, amended or changed in any regard without the consent in writing of the lessor therein, or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment, with the formalities required for Deeds.

C. The provisions of Paragraph A. above notwithstanding, mortgagees holding first mortgages on any unit or units, shall, if they acquire title to such unit or units by foreclosure or deed in lieu of foreclosure, take such units or unit exempt from and free and clear of any of the terms and obligations, and without the use benefits of such agreements entered into under the authority granted in Paragraph A. above, to the same extent and effect as if such agreements did not exist, unless such mortgagee, or subsequent owner of such unit taking title through such mortgagee,

shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C. shall thereafter not apply to such unit or units. The exemption granted in this Paragraph C. shall include but not be limited to an exemption from the payment of the pro-rata share of any rent, license fees, use fees, maintenance charges or other exaction imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements a majority (as defined in Paragraph B. of Article XXI hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C. shall not apply to any mortgage or to any unit in the Condominium.

XXV. SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations of provisions of this Declaration, or in the By-Laws of the Condominium Corporation or of the Condominium Act shall in no way effect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXVI. TERMINATION

The provision for termination contained in Paragraph F of Article XXI. of this Declaration are in addition to the provisions for voluntary termination provided for by Sections 16 and 17 of the Condominium Act, as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety days of said meeting by 3/4ths of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium. Upon termination the undivided share of the condominium property owned in common by each unit owner shall be the share previously owned by such owner in the common elements, as provided for in Paragraph A. of Article XI hereof. After termination of the Condominium in any manner, the liens upon the Condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

XXVII. EASEMENTS FOR ENCROACHMENTS

All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements of the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created; so long such encroachments stand.

XXVIII. MISCELLANEOUS PROVISIONS

~~A. Commencement of Developer's Obligation. The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the condominium units owned by the Developer, except for this paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the month next succeeding the recording of this Declaration, providing, however, that the Developer shall be obligated to pay that portion of the common expense attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium property if such taxes are common expenses under the provisions of this Declaration or of the By Laws of the Condominium Association.~~

B. Right of Entry. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any part of it.

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

D. Contractual Liens Authorized. Each condominium unit owner in this Condominium is authorized to grant liens upon his respective condominium unit to secure the payment of his share (or the share attributable to his condominium unit in the appropriate case) of any fees, dues, charges or other exactions which the Condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit: memberships, liens, contracts or other undertakings; obtained by the Condominium Association for the use of the Condominium unit owners or otherwise obtained by such Condominium unit owner or owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of condominium form of ownership as provided for by law or under the terms of the Declaration, the said lien so created shall attach to the undivided interests in the Condominium property resulting from termination, held by the Condominium unit owner creating such lien or owning a unit encumbered by such lien. This Paragraph D. shall be liberally construed to grant Condominium unit owners maximum authorities to grant the liens herein mentioned for the purposes herein provided, and shall not be construed to in any way restrict the powers or authorities of the Condominium unit owner, nor to require any particular form for the creation of such liens, but Condominium unit owners shall, in addition to the powers and authorities created herein, have the authority and power to create liens on their units which they would otherwise have had, had this paragraph not been included in the Declaration of

Condominium. Any lien created under the authority of this paragraph shall take priority from the recording among the public records of Palm Beach County, Florida of the document creating that lien. This paragraph shall not be construed to cause or allow liens created under the authority of this paragraph to become effective earlier than the aforementioned recording of the document creating such lien, and neither this paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

E. Easements. The Developer and its successors as Developer, retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium property for use for public utility purposes or for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the then existing improvements upon the Condominium property, and shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the public records of Palm Beach County, Florida, a written statement to that effect; from and after the recording of which the Developer and its successor and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph E.

F. Master Television Antenna and Cable Television. The Association, by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service, whether or not in association with cable television service, to be given to the owners or occupants of improvements to real property in the vicinity of the Condominium, upon such terms and conditions as the Board of Directors shall approve. This authority is granted in realization of the fact that a master television antenna may be able to serve the Condominium members as well as persons residing on other improved real property in the vicinity of the Condominium on a more economical basis. This authority shall be liberally construed to allow the placement of cables; equipment and all necessary adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium property as the Board of Directors shall approve to effectuate the intentions of this Paragraph. Unit owners shall have the right to have cable television service extended and provided within their units, without action of the Board of Directors, and such services may be brought to the unit owners requiring or desiring such service over the common elements of the Condominium, and as other utility services may be extended to the Condominium units, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and limited common elements by the persons entitled to use them. Nothing in this Paragraph F. shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install either a master TV antenna and/or cable TV facilities in this Condominium, nor to prohibit such installation.

G. Security System. The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium property as shall be reasonably necessary to provide such services to such condominium unit providing that such installation shall not be unsightly when installed outside the unit, and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

H. Special Use of Certain Apartments. ~~The provisions of Paragraph A. of Article XI to the contrary notwithstanding, Condominium Units A 4, A 5 and A 6 in Building No. 1 may, with the permission of the Developer, be designated for use as doctors' offices or other professional or executive offices, and, thereafter, so used providing that such use shall be consistent with and not in violation of applicable zoning laws, rules and regulations. Such uses, if so designated by the Developer, shall be alternates to the use of said units as single family dwellings, and such designation, if made by the Developer, shall not be deemed to prohibit the use of such units, or any of them, as single family dwellings. If the Developer decides to designate one or more of said Condominium units as having the right to such additional special uses as are set forth above, the Developer shall do so in writing, but only the Developer shall have the authority to designate such additional or special uses, to wit: the uses as doctors' offices or other professional or executive offices. The designation of special uses may be made by the Developer at any time, whether before or after the recording of this Declaration and the conveyance of title to such units to any person other than the Developer. If the Developer shall designate the additional or special use to one or more of the above mentioned units, no other consent or permission shall be required, and the unit owner of said unit may thereafter use said unit as a single family dwelling as otherwise permitted and provided for by the Declaration of Condominium, and/or as a doctor's office or other professional or executive offices. If, however, having once been designated for the additional or special uses herein mentioned, that use is abandoned by the owner of the unit or the occupant of the unit other than the Developer for a continuous period of more than one year, then such special and additional rights shall expire and the unit in such case will revert to the sole use as a single family dwelling, or as otherwise permitted under this Declaration this paragraph excluded, unless the Board of Directors of the Condominium Association shall thereafter permit such additional special use. The Developer's rights to retain and use one or more units as models and as Developer's office shall not be deemed restricted or limited in any way by this paragraph. This paragraph shall not be amended without the written consent of the Developer until thirty six (36) months after the conveyance by the Developer of the last condominium unit in this Condominium to person or persons other than the principals of the Developer or the Developer's successor as Developer. This paragraph and the special and additional uses permitted herein shall not be amended or restricted with respect to any one or more of the three condominium units to which such use may be permitted, without the consent of the unit owners having the right to such additional or special use.~~

I. Approval By Condominium Association. Whenever an approval by the "Condominium Association" is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association, except in cases where the particular provision involved requires approval by the unit owners, or the Condominium Association's members.

~~J. First Mortgagees Not Liable for Delinquent Assessments after Foreclosure. Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of a first mortgage or by taking a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of title as a result of foreclosure, or deed in lieu of foreclosure.~~

IN WITNESS WHEREOF, the Developer, GOLD COAST CONDOMINIUM DEVELOPERS CORP., has caused this Declaration of Condominium to be executed by its duly authorized officers, and the corporate seal to be affixed this _____ day of _____, 197____.

GOLD COAST CONDOMINIUM DEVELOPERS CORP.
WITNESSES:

BY: _____ (SEAL)

ATTEST: _____

(corporate seal)

March 1, 2003

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

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared,

respectively, of GOLD COAST CONDOMINIUM DEVELOPERS CORP., A Florida corporation, to me well known, and acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at

_____, said county and state, this _____ day of
197_____.

NOTARY PUBLIC, State of Florida

My commission expires:

NOTE

See copy (attached) of original signature pages by the Developer, executing and notarizing this Declaration of Condominium on November 8, 1973.

124166

DECLARATION
OF
CONDOMINIUM

GOLD COAST TOWERS

A

CONDOMINIUM

73 NOV 19 PM 4:04

122.60

PL 82239 PAGE 1737
RECORDED

✓ This instrument was prepared by
ROBERT L. SHAPIRO, ESQ.
SHAPIRO and MARCUS
Attorneys at Law
507 Northeast Airlines Bldg.
Miami, Florida 33131

I. Approval by Condominium Association. Whenever an approval by the "Condominium Association" is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association, except in cases where the particular provision involved requires approval by the unit owners, or the Condominium Association's members.

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IN WITNESS WHEREOF, the Developer, GOLD COAST CONDOMINIUM DEVELOPERS CORP., has caused this Declaration of Condominium to be executed by its duly authorized officers, and the corporate seal to be affixed this 8 day of November, 1973.

GOLD COAST CONDOMINIUM DEVELOPERS CORP.

WITNESSES:

BY: Louis R. Perini Jr. (SEAL)
President

Robert T. Kirchmayer
Robert T. Kirchmayer

ATTEST: Marion Perini
Asst. Secretary

[corporate seal]




RECORDED 2239 PAGE 1773

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

BEFORE ME, a Notary Public in and for the State and County aforesaid,
duly authorized to take acknowledgments, personally appeared Louis R.
Perini, Jr. and Martin Perrin; President + Assn't Secy respectively of
GOLD COAST CONDOMINIUM DEVELOPERS CORP., a Florida corporation,
to me well known, and acknowledged before me that they executed, sealed and
delivered the foregoing Declaration of Condominium for the uses and purposes
therein expressed, as such officers, by authority and on behalf of said
corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Lake Worth, said County and State, this 8 day of
December, 1973.



NOTARY PUBLIC, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 27, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS



FILED 2239 PAGE 1774

EXHIBIT # 1
TO THE DECLARATION OF CONDOMINIUM OF
GOLD COAST TOWERS - A CONDOMINIUM

SURVEY, PLOT PLAN AND
GRAPHIC DESCRIPTION OF
IMPROVEMENTS

This Exhibit consists of eleven (11) pages. Pages A and B consist of this identification statement, engineer's notes and other notes pertinent to the entire Exhibit and the Surveyor's Certificate. Attached pages numbered 1-9, consist of the Survey, Plot Plan and Graphic Description of improvements on the condominium property and include the initial location of two parking spaces not within the condominium property, created by Easement (see numbered Page 2 of this Exhibit).

SURVEYOR'S CERTIFICATE


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

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared ROBERT A. TURSO, who after being first duly cautioned and sworn, deposes and says:

1. That he is a duly registered and licensed surveyor under the laws of the State of Florida, Surveyor's Certificate #2360, and is authorized to practice in the State of Florida.

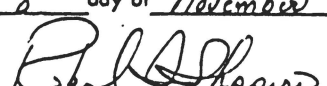
2. Affiant hereby certifies that the survey, plot plan and graphic description of improvements of the condominium property and the improvements thereon, together with the notes herein contained, which in the aggregate constitute this Exhibit #1, together with the wording of the Declaration of Condominium of GOLD COAST TOWERS - A CONDOMINIUM, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

FURTHER AFFIANT SAYETH NAUGHT.


ROBERT A. TURSO
Registered Land Surveyor
421 South "H" Street
Lake Worth, Florida



SWORN TO AND SUBSCRIBED before me this 8 day of November, 1973.

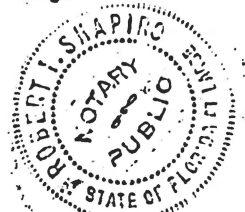

Notary Public - State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 27, 1976
BONDED THRU GENERAL INSURANCE UNDER WRITERS

OFFICIAL RECORD 2239 PAGE 1775

-A-



NOTES:

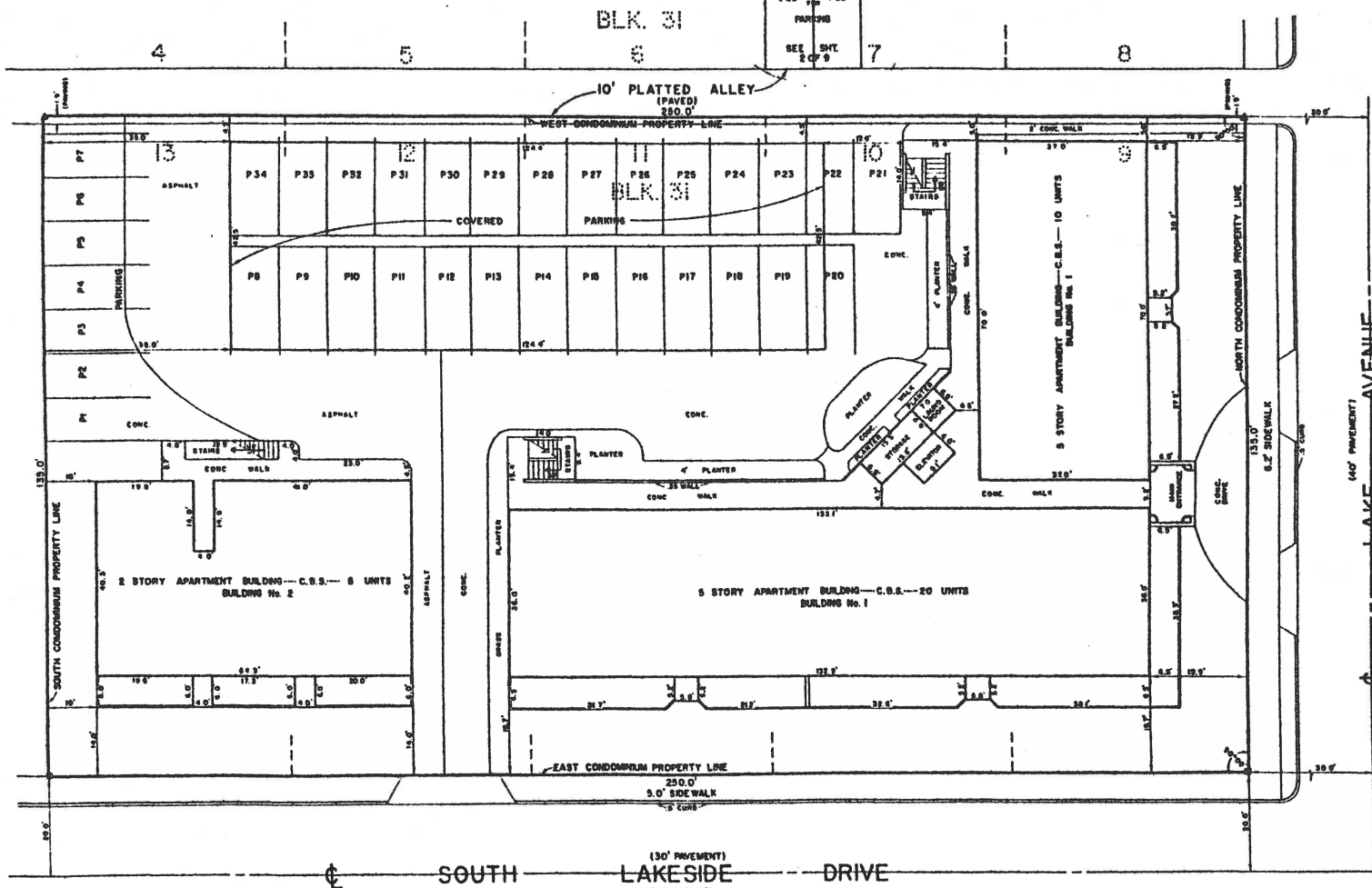
- A. Each numbered unit identified in Building 1 as A-1 through A-6, inclusive; B-1 through B-6, inclusive; C-1 through C-6, inclusive; D-1 through D-6, inclusive; and E-1 through E-6, inclusive, and identified in Building 2 as 1 through 6 inclusive, is composed of the apartment and the attached terraces, balconies or porches.
- B. All land and all portions of the buildings or other improvements not located within the boundaries of a unit are parts of the common elements or are limited common elements. As to limited common elements, their use is reserved to the unit or units to which they have been assigned, or will be assigned, to the exclusion of other units, provided, however: Easements for maintenance, repairs and improvements are reserved to the Condominium Association.
- C. Each numbered unit shall have as its boundary lines the interior unpainted finished surface of the ceiling, floor and perimeter walls.
- D. All dimensions shown in the individual units are to the interior unfinished surfaces.
- E. The boundary lines of each apartment, terrace, balcony or porch are the interior vertical surface thereof; the exterior unpainted finished surface of the perimeter balustrade abutting the terrace, balcony or porch; and the interior finished surfaces of the floor and the horizontal projections of the abutting unit's ceiling.
- F. Numbered parking spaces designated on the attached plan are subject to being designated limited common elements in accordance with the provisions of Paragraph B of Article V of the Declaration of Condominium. Storage spaces are common elements or limited common elements as provided for in said Paragraph B of Article V of the Declaration of Condominium. Spaces designated LC-4, LD-4 and LE-4 are limited common elements appurtenant to condominium units C-4, D-4 and E-4 respectively, and are subject to being made part of the condominium unit as provided for in Paragraph D of Article V of the Declaration of Condominium.

FP 949

EXHIBIT #1
TO THE
DECLARATION OF
CONDOMINIUM TO
GOLD COAST TOWERS
A CONDOMINIUM

GOLD COAST TOWERS

A CONDOMINIUM
PLOT PLAN & GRAPHIC
DESCRIPTION OF IMPROVEMENTS



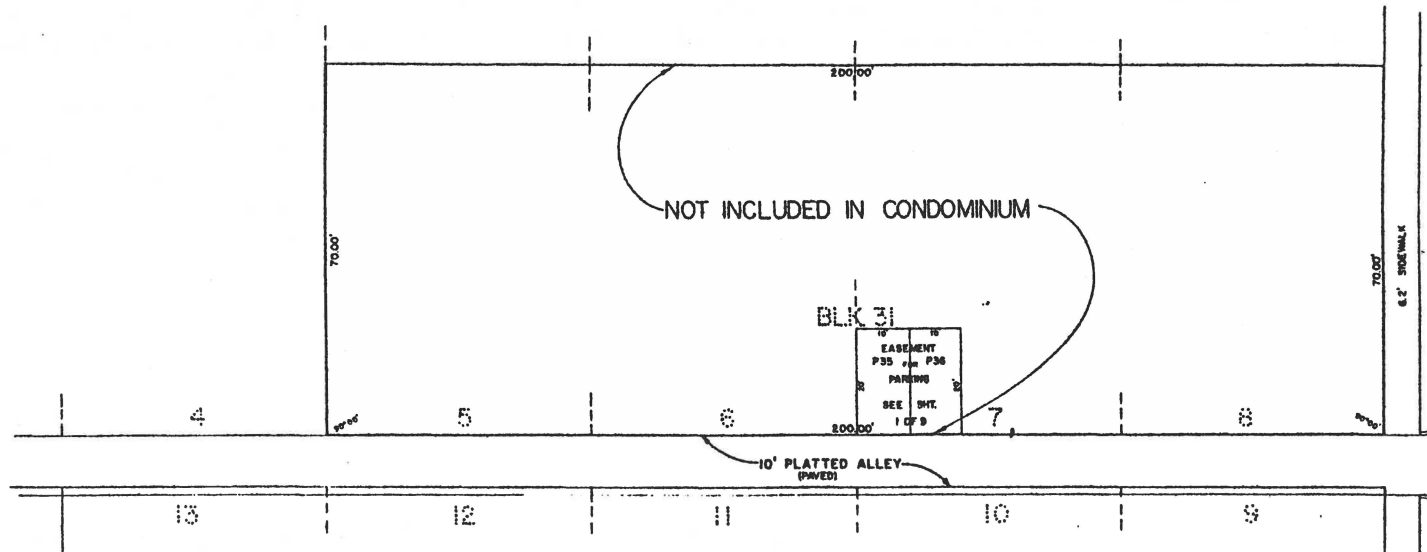
PLAT OF SURVEY

BEING ALL OF LOTS 9, 10, 11, 12, 13, BLOCK 31, PALM BEACH FARMS COMPANY PLAT No. 2, LUCERNE TOWNSITE, AS RECORDED IN PLAT BOOK 2, PAGE 36, IN THE RECORDS OF PALM BEACH COUNTY, FLORIDA.

FP 949

GOLD COAST TOWERS A CONDOMINIUM

LOCUS OF LOCATION OF EASEMENT
FOR PARKING



LAKE AVENUE
(6' WIDE)

PLAT OF SURVEY

DESCRIPTION

BEING THE EAST 70.00 FEET OF LOTS 5, 6, 7, 10, BLOCK 31,
PALM BEACH FARMS COMPANY PLAT No. 2, LUCERNE TOWNSITE,
AS RECORDED IN PLAT BOOK 2, PAGE 38, IN THE RECORDS OF
PALM BEACH COUNTY, FLORIDA.

NOTE:

NONE OF THE ABOVE DESCRIBED PROPERTY IS PART OF THE CONDOMINIUM
OR PART OF THE CONDOMINIUM PROPERTY OF GOLD COAST TOWERS - A CONDOMINIUM.
IT IS ONLY THE LOCUS OF THE LOCATION OF THE EASEMENT FOR PARKING (2 SPACES)
CREATED BY A DECLARATION OF EASEMENTS WHICH PROVIDES IN PART THAT THE
LOCATION OF THE EASEMENT MAY BE MOVED TO ALTERNATIVE LOCATIONS WITHIN
THE ABOVE DESCRIBED PROPERTY AT THE DISCRETION OF THE OWNER OF THAT
PROPERTY.



GOLD COAST TOWERS

A CONDOMINIUM

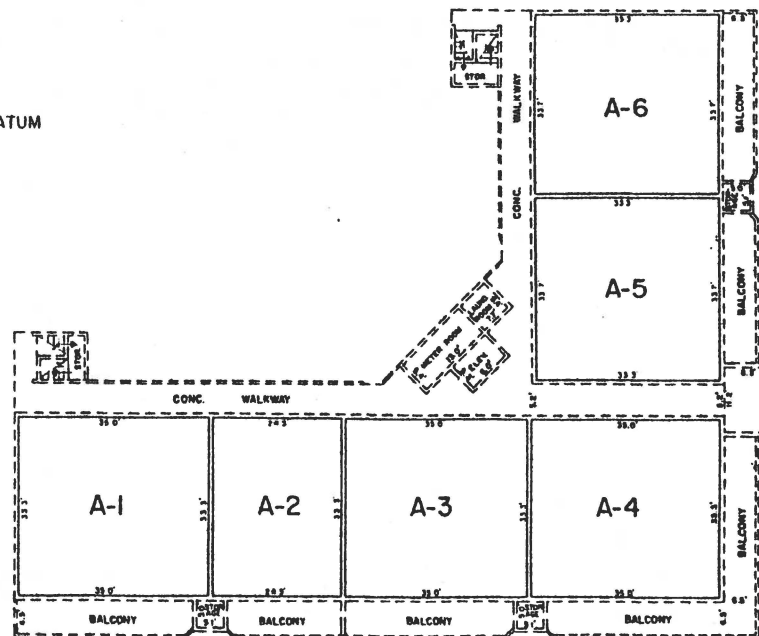
BUILDING No. 1
FIRST FLOOR

CEILING ELEV. = 16.80

FLOOR ELEV. = 8.40

TYPICAL ELEVATION
FIRST FLOOR

BUILDING No. 1
BASED ON NATIONAL OCEAN SURVEY DATUM



1 SOUTH LAKESIDE DRIVE

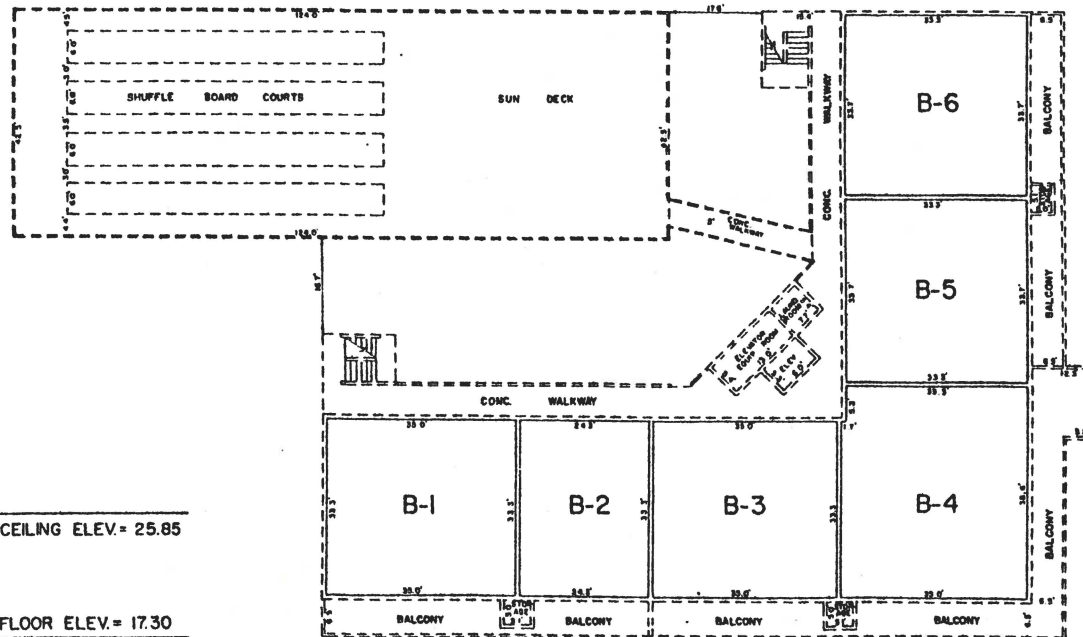


BUILDING No. 1
FIRST FLOOR

GOLD COAST TOWERS

A CONDOMINIUM

BUILDING No. 1
SECOND FLOOR



CEILING ELEV. = 25.85

FLOOR ELEV. = 17.30

TYPICAL ELEVATION
SECOND FLOOR

BUILDING No. 1

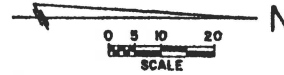
BASED ON NATIONAL OCEAN SURVEY DATUM

1 SOUTH LAKESIDE DRIVE

BUILDING No. 1
SECOND FLOOR

GOLD COAST TOWERS

A CONDOMINIUM

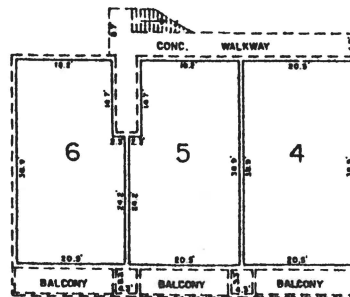


CEILING ELEV. = 25.71

FLOOR ELEV. = 16.81

TYPICAL ELEVATION
SECOND FLOOR
BUILDING No. 2
BASED ON NATIONAL OCEAN SURVEY DATUM

BUILDING No. 2
SECOND FLOOR



17 SOUTH LAKESIDE DRIVE



BUILDING No. 2
SECOND FLOOR

GOLD COAST TOWERS

A CONDOMINIUM

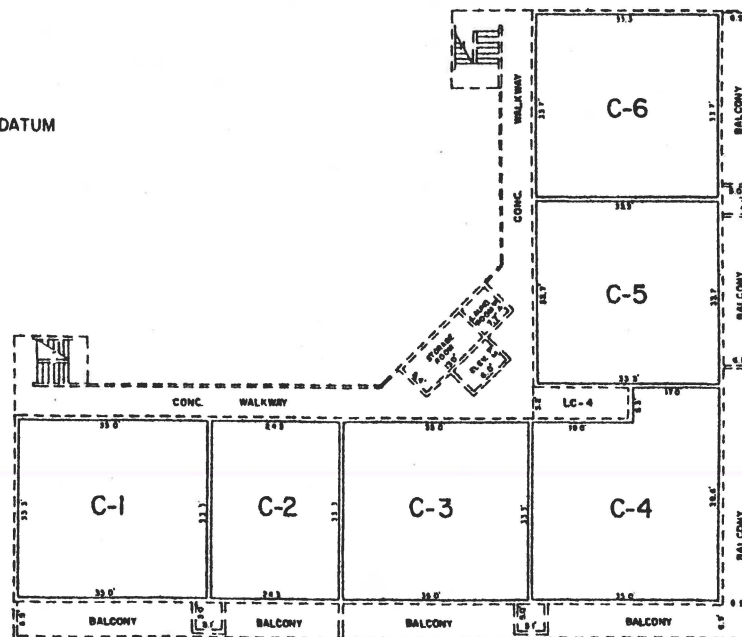


CEILING ELEV. = 34.90

BUILDING No. 1
THIRD FLOOR

FLOOR ELEV. = 26.35

TYPICAL ELEVATION
THIRD FLOOR
BUILDING No. 1
BASED ON NATIONAL OCEAN SURVEY DATUM



1 SOUTH LAKESIDE DRIVE



BUILDING No. 1
THIRD FLOOR

GOLD COAST TOWERS

A CONDOMINIUM

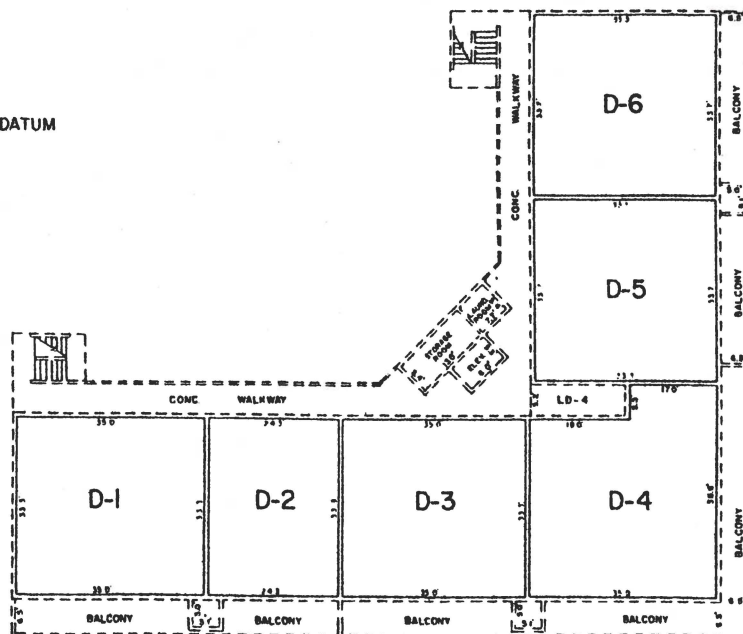
BUILDING No. 1
FOURTH FLOOR

CEILING ELEV. = 43.95

FLOOR ELEV. = 35.40

TYPICAL ELEVATION
FOURTH FLOOR

BUILDING No. 1
BASED ON NATIONAL OCEAN SURVEY DATUM



1 SOUTH LAKESIDE DRIVE



BUILDING No. 1
FOURTH FLOOR

GOLD COAST TOWERS

A CONDOMINIUM

BUILDING No. 1

FIFTH FLOOR



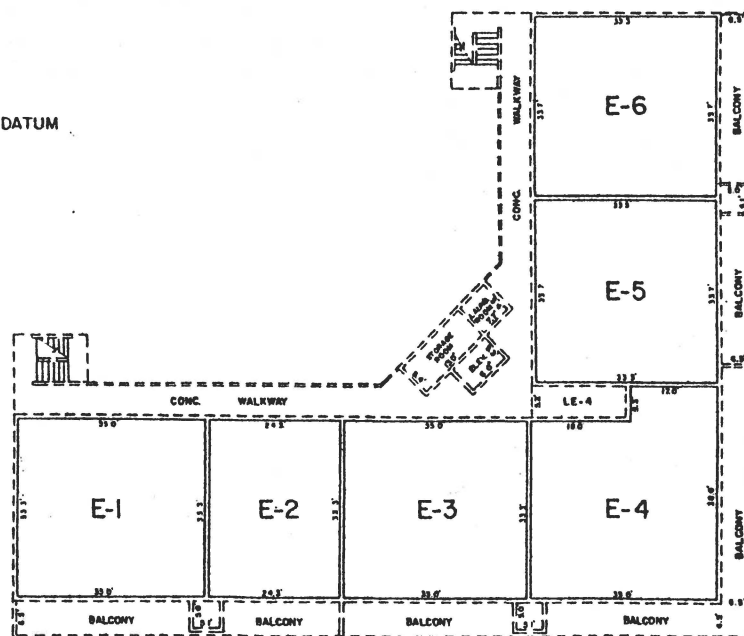
CEILING ELEV. = 53.00

FLOOR ELEV. = 44.45

TYPICAL ELEVATION
FIFTH FLOOR

BUILDING No. 1

BASED ON NATIONAL OCEAN SURVEY DATUM



1 SOUTH LAKESIDE DRIVE



BUILDING No. 1
FIFTH FLOOR



EXHIBIT #2
TO THE DECLARATION OF CONDOMINIUM OF
GOLD COAST TOWERS – A CONDOMINIUM

BUILDING #1

UNIT #	SCHEDULE A	SCHEDULE B
A-1	2.9487%	3.0241%
A-2	2.1314%	2.1015%
A-3	2.9006%	3.0241%
A-4	3.0769%	3.2803%
A-5	2.8846%	3.0241%
A-6	2.9006%	3.0241%
B-1	2.9968%	3.0241%
B-2	2.1795%	2.1015%
B-3	2.9487%	3.0241%
B-4	3.2852%	3.2803%
B-5	2.9327%	3.0241%
B-6	2.9487%	3.0241%
C-1	3.0449%	3.0241%
C-2	2.2276%	2.1015%
C-3	2.9968%	3.0241%
C-4	3.1731%	3.2803%
C-5	2.9808%	3.0241%
C-6	2.9968%	3.0241%
D-1	3.0930%	3.0241%
D-2	2.2596%	2.1015%
D-3	3.0449%	3.0241%
D-4	3.2212%	3.2803%
D-5	3.0289%	3.0241%
D-6	3.0449%	3.0241%
E-1	3.1410%	3.0241%
E-2	2.3237%	2.1015%
E-3	3.0930%	3.0241%
E-4	3.2692%	3.2803%
E-5	3.0769%	3.0241%
E-6	3.0128%	3.0241%

EXHIBIT #2 (CONTINUED)
TO THE DECLARATION OF CONDOMINIUM OF
GOLD COAST TOWERS – A CONDOMINIUM

BUILDING #2

UNIT #	SCHEDULE A	SCHEDULE B
1	2.0994%	2.1015%
2	2.1154%	2.1015%
3	2.1314%	2.1015%
4	2.1474%	2.1015%
5	2.1635%	2.1015%
6	<u>2.1794%</u>	<u>2.1015%</u>
TOTAL	100.0000%	100.0000%

SCHEDULE A above sets forth the undivided share of the common elements of the Condominium, as a percentage, attributable to and appurtenant to each of the units.

SCHEDULE B above sets forth the share of the common expenses and common surplus of the Condominium, as a percentage, to be borne by and attributable to each of the units.

The percentages are set forth opposite and to the right of the identification number of the unit to which they appertain.