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1475 Palm Beach Lakes Blvd.  
ADDRESS  
West Palm Beach, Fla. 33406  
CITY AND STATE

DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

Boca Lago Associates, Ltd., a Florida limited partnership,  
hereinafter referred to, together with its successors and  
assigns, as "Developer" hereby makes this Declaration of  
Condominium of The Palms of Boca Lago, a Condominium:

I

SUBMISSION TO CONDOMINIUM ACT;  
NAME OF CONDOMINIUM

A. SUBMISSION TO CONDOMINIUM ACT. By this Declaration  
of Condominium, Developer hereby submits to condominium  
ownership under and pursuant to the Condominium Act of the  
State of Florida, Chapter 718, Florida Statutes, as the same  
may be from time to time amended (the "Condominium Act"),  
that certain 7.22 acre tract of land situate in Palm Beach  
County, Florida, which is designated on Exhibit No. 1 attached  
hereto and incorporated herein by reference as the "Land"  
(said tract of land being hereinafter referred to as the  
"Land") together with all improvements situate thereon (the  
Land, together with all improvements situate hereon, being  
hereinafter referred to as "The Palms of Boca Lago"). The  
Palms of Boca Lago contains 36 Units (as said term is  
hereinafter defined) located within 13 separate residential  
buildings.

B. NAME OF CONDOMINIUM. The name by which the condomin-  
ium created by this Declaration of Condominium (hereinafter  
the "Condominium") is to be identified is "The Palms of Boca  
Lago, a Condominium".

II

DEFINITIONS

When used in this Declaration of Condominium, the  
following terms (unless the context clearly requires otherwise)  
shall have the following respective meanings:

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

B. "Board of Directors" means the Board of Directors  
of the Condominium Association.

C. "By-Laws" means the By-Laws of the Condominium  
Association, a copy of which are attached as Exhibit No. 4  
to this Declaration of Condominium and incorporated herein  
by reference, as the same may be from time to time amended.

D. "Common Elements" means those portions of the  
Condominium Property not included in the Units. The Common  
Elements are described in Article IV of this Declaration of  
Condominium and delineated in the Survey Exhibits.

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E. "Common Expenses" means the expenses for which the Unit Owners are liable to the Condominium Association, as the same are more particularly described in Article VI of this Declaration of Condominium.

F. "Common Surplus" means the excess of all receipts of the Condominium Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

G. "Commonly Insured Real Property" means the entirety of the Common Elements and all real property improvements and fixtures located within, installed in, or forming a part of a Unit.

H. "Condominium Act" means and refers to the Condominium Act of the State of Florida (Florida Statutes Chapter 718), as the same may be amended from time to time.

I. "Condominium Association" means THE PALMS OF BOCA LAGO CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium.

J. "Condominium Documents" means this Declaration of Condominium and the exhibits hereto, as the same may be amended from time to time.

K. "Condominium Management Agreement" means that certain Condominium Management Agreement, a copy of which is attached to this Declaration of Condominium as Exhibit No. 6 and incorporated herein by reference, which provides for the management of the Condominium Property.

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

M. "Condominium Property" means the Land and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

N. "Declaration of Condominium" means this instrument, as it may be amended from time to time.

O. "Declaration of Covenants" means that certain "Boca Lago Declaration of Covenants, Restrictions and Easements" recorded on January 7, 1976, in the Public Records of Palm Beach County, Florida, in Official Record Book 2494, Pages 1417 et seq.

P. "Developer" means BOCA LAGO ASSOCIATES, LTD., a Florida limited partnership, and its successors and assigns.

Q. "Insurance Trust Agreement" means a written agreement between the Condominium Association and a bank having trust powers or a trust company authorized to do business in the State of Florida and with an office in Broward, Dade, or Palm Beach County, as trustee, which shall provide that in

the event that the net proceeds payable pursuant to any casualty insurance policy obtained by the Board of Directors pursuant to Article XII hereof as a result of a single occurrence exceed \$10,000, said proceeds shall be paid to said trustee, and held and/or disbursed by said trustee pursuant to the provisions of Article XIII hereof.

R. "Insurance Trustee" means the trustee named in a currently effective Insurance Trust Agreement.

S. "Land" means the Land as defined in Article I hereof that has been submitted to Condominium Ownership pursuant to the Condominium Act as The Palms of Boca Lago, a Condominium.

T. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units. The Limited Common Elements are described in Article IV of this Declaration of Condominium and delineated in the Survey Exhibits.

U. "Manager" means any individual or entity that the Condominium Association has engaged to carry out or to assist the Condominium Association in carrying out its duties and responsibilities. By virtue of the Condominium Management Agreement, Boca Lago Management Co., Inc. shall initially be the sole and exclusive Manager.

V. "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.

W. "Property Owners Association" means THE BOCA LAGO PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, which corporation is charged with certain responsibilities by the Declaration of Covenants.

X. "Survey Exhibits" means the Surveyor's Certificate, the legal descriptions of and survey of the Land, graphic description of improvements and plot plan thereof, all of which are attached as Exhibit No. 1 to this Declaration of Condominium and are incorporated herein by reference. Dimensions and locations of improvements are given on an "as-built" basis.

Y. "Unit" means a part of the Condominium Property which is subject to exclusive ownership. The Units are described in Article III of this Declaration and delineated in the Survey Exhibits.

Z. "Unit Owner" means the owner or owners of a Condominium Parcel.

### III

#### UNITS

A. IDENTIFICATION OF UNITS. Each Unit is identified on the Survey Exhibits by a specific combination of an Arabic number, a capital letter and a Roman numeral (the "Unit Designation"). The Arabic number designates the particular building in which the Unit is located; the capital

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letter designates the particular Unit within each building; and the Roman numeral designates the Unit type:

Type III is an apartment with 2 bedrooms plus a den and 2 baths;

Type IV is a villa with 2 bedrooms and 2 baths; and

Type VI is a villa with 3 bedrooms and 2 baths.

Accordingly, the Unit Designation "411 B IV" designates Unit B in Building 411, which Unit is a villa with 2 bedrooms and 2 baths. No Unit bears the same Unit Designation as any other Unit. If a Unit is physically located on more than one level, the Unit Designation for that particular Unit appears on each portion of the Survey Exhibits showing a level of a building on which the particular Unit is located.

B. DESCRIPTION OF UNITS. Each Unit is located and bounded as shown on the Survey Exhibits. The intent of the Survey Exhibits is to delineate the following as the precise perimetrical and upper and lower boundaries of Units:

1. Perimetrical Boundaries of Units - The precise perimetrical boundary of all Units is the exterior (i.e. unexposed) surface of all drywall bounding the Unit; the undecorated interior surfaces of any window frames, window sills, doors and door frames bounding the Unit; and the exterior surfaces of any window panes or sliding glass door panes bounding the Unit;

2. Lower Boundaries of Units - The precise lower boundary of all Units is the topside of the concrete floor slab bounding the Unit; and

3. Upper Boundaries of Units - The precise upper boundary of all Units, except for a Type III Unit which is located on the second floor of a building, is the topside of the drywall ceiling (or in the case of the living rooms of Type VI Units, the underside of the beam and scored plywood ceiling) bounding the Unit, and the upper boundary of a Type III Unit which is located on the second floor of a building is a horizontal plane which is eight feet one inch above and parallel to the lower boundary of such Unit. The ceiling elevation set forth on the Survey Exhibits with respect to Type IV and Type VI Units is intended to designate the highest point of such ceiling.

IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

A. COMMON ELEMENTS

The Common Elements are located and bounded as shown on the Survey Exhibits. Each Unit shall have appurtenant thereto an undivided share in the Common Elements, expressed as a percentage, as set forth in Exhibit No. 2 attached hereto and incorporated herein by reference.

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The fee title to each Unit shall include both the Unit and the undivided share in the Common Elements appurtenant to such Unit and such undivided share in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any attempt to separate the fee title to a Unit from the undivided share in the Common Elements appurtenant to such Unit shall be null and void.

The Board of Directors of the Condominium Association shall have the authority to adopt rules and regulations respecting the use and enjoyment of the Common Elements, and the Board of Directors shall have the exclusive authority to determine what fencing, if any, should be installed in or on the Common Elements.

B. LIMITED COMMON ELEMENTS

1. Certain of the Common Elements, including, but not limited to, certain carports, rear screened porches, rear yard areas, front courts and side yard areas have been designated as Limited Common Elements, and the Owner of the Unit to which the particular Limited Common Element is appurtenant shall have the exclusive right to use and enjoy such Limited Common Element, subject, *inter alia*, to the provisions hereinafter set forth. The Limited Common Elements are located and bounded as shown on the Survey Exhibits.

Appurtenant to every Type IV and VI Unit is a Limited Common Element which is a carport (said Limited Common Element being hereinafter referred to as a "Carport"). The Owner of the Unit to which a Carport is appurtenant shall be responsible for all cleaning and sweeping of such Carport.

Appurtenant to every Type III Unit is a Limited Common Element which is a rear screened porch (said Limited Common Element being hereinafter referred to as an "Apartment Porch"). The Owner of the Unit to which an Apartment Porch is appurtenant shall be responsible for all cleaning and sweeping of such area and for the maintenance, repair and replacement of all screening enclosing such area.

Appurtenant to some (but not all) Type III Units and every Type IV Unit is a Limited Common Element which is a side yard area (said Limited Common Element being hereinafter referred to as a "Side Yard Area"). The Owner of a Unit to which a Side Yard Area is appurtenant shall be responsible for all cleaning and sweeping of said area.

Appurtenant to every Type IV and VI Unit is a Limited Common Element which is a rear yard area (said Limited Common Element being hereinafter referred to as a "Rear Yard Area"). The Owner of a Unit to which a Rear Yard Area is appurtenant shall be responsible for all cleaning and sweeping of such area, and shall be responsible for the maintenance, repair and replacement of all screening enclosing such area, if any.

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Appurtenant to every Type IV and VI Unit is a Limited Common Element which is a front court area (said Limited Common Element being hereinafter referred to as a "Front Court Area"). The Owner of a Unit to which a Front Court Area is appurtenant shall be responsible for all cleaning and sweeping of such area.

2. The Owner of the Unit to which each particular Limited Common Element is appurtenant shall indemnify, hold harmless and defend the Condominium Association and all other Unit Owners from and against all claims, liabilities, losses and expenses (including reasonable attorneys' fees) for personal injuries or death or damage to property arising out of the ownership and/or use of such Limited Common Element.

3. For purposes of this Declaration of Condominium, the term "Limited Common Element Change" shall mean and refer to: (i) any physical addition, alteration or modification to or upon a Limited Common Element; (ii) any painting of a Limited Common Element or portion thereof (except repainting to any original or previously approved color); and (iii) the placing or installation of any drapes, shades, curtains, roll-ups or other similar materials in or on a Limited Common Element. From and after the date that the Unit to which a particular Limited Common Element is appurtenant is first conveyed by Developer to an Owner other than Developer, there shall be no Limited Common Element Change with respect to such Limited Common Element unless the Board of Directors has given its prior written approval to the particular Limited Common Element Change for the particular Limited Common Element. All applications to the Board of Directors for such approval shall be in writing and the Board of Directors shall have the right to require the Unit Owner to submit plans and specifications, evidence of compliance with applicable building and zoning laws and such other items as the Board of Directors shall reasonably request before considering any application for approval. The Board of Directors shall have the right to determine, in the Board's sole and absolute discretion, whether any such application for a Limited Common Element Change should be granted or should be denied, and the decision of the Board of Directors shall be final, except that:

(i) The Board of Directors shall not approve any Limited Common Element Change which the Board is specifically prohibited from approving by the following provisions of this Article IV; and

(ii) The Board of Directors shall approve any Limited Common Element Change which the Board is specifically required to approve by the following provisions of this Article IV, provided that the Board of Directors may impose upon the granting of such approval such reasonable conditions as the Board deems appropriate.

If any Unit Owner shall make or permit any Limited Common Element Change without the prior written approval of the Board of Directors, the Condominium Association shall have the right, in addition to all other available rights or

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remedies, to enter upon the Limited Common Element, and, without liability to the Unit Owner for so doing, to remove or otherwise eliminate the nonapproved Limited Common Element Change, and the offering Unit Owner shall reimburse the Condominium Association upon demand for all costs and expenses incurred by the Condominium Association in so doing.

With respect to Apartment Porches, the Board of Directors shall not permit such area to be enclosed except with screening and shall not permit any drapes, shades, curtains, roll-ups or similar materials to be placed or installed therein or thereon.

With respect to Side Yard Areas, the Board of Directors shall not permit such area to be roofed or enclosed (except with such fencing as the Board of Directors deems appropriate), but the Board of Directors shall permit the concrete slab on grade within any Side Yard Area to be enlarged or otherwise modified upon such reasonable conditions as the Board deems appropriate.

With respect to Rear Yard Areas, the Board of Directors shall permit such area to be roofed and enclosed with screening upon such reasonable conditions as the Board deems appropriate, but the Board of Directors shall not permit such area to be enclosed by materials other than screening and shall not permit any drapes, shades, curtains, roll-ups or similar materials to be placed or installed therein or thereon.

V

EASEMENTS

A. The Units and Common Elements shall be and hereby are made subject to a perpetual easement for such utility services as are desirable or necessary to serve adequately the Condominium Property; including the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property; provided that any such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by Developer after this Declaration of Condominium is recorded without the consent of the Unit Owner. With respect to any utility lines or equipment located upon the Common Elements, the Board of Directors shall have the right and power to dedicate and convey title to the same to any private or public utility company and in addition the Board of Directors shall have the right and power to convey easements over the Common Elements for the installation, maintenance, repair and replacement of the same to any private or public utility company.

B. Each Unit shall have a perpetual easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have a perpetual easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

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C. Each Unit shall be and hereby is made subject to a perpetual easement in favor of the Condominium Association for entrance to the Unit to maintain, repair or replace the Common Elements.

D. All of the Condominium Property shall be and hereby is made subject to perpetual easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

E. Developer, for itself, its successors and assigns, reserves and shall have the perpetual right and easement to install and maintain upon, through and under the Common Elements such electric, water, sewer, telephone, radio, television, drainage and utility lines, mains, cables and facilities as Developer, in Developer's sole discretion, shall deem necessary or desirable to be used in connection with any property other than the Condominium Property, provided only that the maintenance of such lines, mains, cables and facilities does not materially and permanently interfere with the uses for which the Common Elements or any portion thereof are intended.

F. Each Unit Owner, for himself, his family members, agents, guests and invitees, shall have a perpetual non-exclusive easement for ingress and egress to and from the public ways over such streets, walks, parking lots and rights of way which are part of the Common Elements and which serve the Units of the Condominium.

G. The easements set forth in Article V A, B, C, D, E and F, supra, shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

VI

COMMON EXPENSES AND COMMON SURPLUS

A. The following are hereby designated as Common Expenses:

1. Expenses for the operation, maintenance, repair or replacement of the Common Elements, including such amounts, if any, as the Board of Directors shall deem necessary to establish reserves for replacement of the Common Elements;
2. Expenses of the Condominium Association in carrying out its powers and duties;
3. Expenses of obtaining trash removal service for all Unit Owners;
4. Expenses of obtaining the following services for use in connection with the operation and maintenance of

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the Common Elements: electric service; water service; trash removal service; vermin extermination service; and security service, if any;

5. Premiums on all policies of insurance maintained by the Board of Directors pursuant to Article XII hereof;

6. Fees or compensation due to any Manager retained by the Condominium Association;

7. All assessments duly imposed by the Property Owners Association against the Unit Owners which the Property Owners Association has requested be collected as a Common Expense;

8. Such amounts as the Board of Directors deems proper for working capital, general operating reserves, reserves for contingencies and to make up any uncollectible delinquencies in the payment of Assessments;

9. Fees payable by the Unit Owners to the Division of Florida Land Sales and Condominiums;

10. Any expense designated as a Common Expense by the provisions of the Condominium Act, this Declaration of Condominium or the By-Laws; and

11. Expenses agreed upon as Common Expenses by all Unit Owners.

B. Except as set forth hereinafter in this Article VI, the Common Expenses shall be shared by, and the Common Surplus shall be owned by, each of the Unit Owners in proportion to each Unit Owner's undivided share in the Common Elements.

Notwithstanding the foregoing, Developer has guaranteed that the Assessments for Common Expenses imposed upon Unit Owners other than Developer shall not increase over a stated dollar amount, said guaranty to be effective for a period (the "Guaranty Period") commencing with the conveyance of the first Unit conveyed by Developer to a party other than Developer and terminating on the first to occur of the following dates:

(i) December 31, 1981;

(ii) such date as Unit Owners other than Developer shall be entitled to elect not less than a majority of the Board of Directors; or

(iii) such date as either the Condominium Management Agreement or that certain Property Owners Association Management Agreement dated December 18, 1975, between Boca Lago Management Co., Inc. and the Property Owners' Association shall have been cancelled or terminated.

Developer has also agreed to pay any amount of Common Expenses incurred during the Guaranty Period and not produced by

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Assessments at the guaranteed level receivable from Unit Owners other than Developer. Accordingly, pursuant to Section 718.116(8)(b) of the Condominium Act, Developer shall be excused during the Guaranty Period from any obligation to pay any share of the Common Expenses in respect of those Units owned by Developer.

Except as aforesaid, no Unit Owner may avoid liability for Assessments by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made or otherwise.

VII

AMENDMENT OF DECLARATION OF CONDOMINIUM

A. Except as provided in Articles I and XXI A hereof, and except as to matters described in Paragraphs B, C and D of this Article VII, this Declaration of Condominium may be amended by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners at any regular or special meeting of the Unit Owners called and held in accordance with the Bylaws. Such amendment shall be evidenced by a certificate executed by the Condominium Association in recordable form in accordance with the Condominium Act, and a true and correct copy of such amendment shall be mailed by certified mail to the Developer and to all holders of Approved Mortgages (as said term is defined in Article XI B hereof). The amendment shall become effective upon the recording of such certificate in the Public Records of Palm Beach County, Florida, provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to the Developer and all holders of Approved Mortgages, unless such thirty (30) day period is waived in writing by Developer and all holders of Approved Mortgages.

B. Except as provided in Articles I and XXI A hereof, no amendment to this Declaration of Condominium shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the undivided share in the Common Elements appurtenant to any Unit, or change the proportion or percentage by which any Unit Owner shares the Common Expenses or owns the Common Surplus, or change any Unit Owner's voting rights in the Condominium Association unless the Owners of all such Units and the holders of all Approved Mortgages (as said term is defined in Article XI B 2 hereof) which are liens upon such Units shall consent in writing thereto.

C. No amendment to this Declaration of Condominium shall be made which shall, in the judgment of Developer, impair or prejudice the rights or privileges of Developer in any manner without the specific written approval of Developer.

D. Except as provided in Articles I and XXI A hereof, no amendment to this Declaration of Condominium shall be made which shall materially impair or prejudice the rights, priorities or security of the holder of any Approved Mortgage (as said term is defined in Article XI B 2 hereof) unless the two institutions holding the highest number of

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Approved Mortgages which are liens upon Units in the Condominium on the date sixty (60) days prior to the date that such amendment is adopted by the Unit Owners shall consent in writing to such amendment.

VIII

VOTING RIGHTS OF UNIT OWNERS

A. Each owner or the owners collectively of a Unit shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents or the Condominium Act.

B. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Unit or, if appropriate, by duly authorized officers, partners or principals of the respective legal entity, and filed with the Secretary of the Condominium Association, and such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not filed with the Secretary of the Condominium Association, the vote of the owners of such Unit shall be considered for any purpose.

IX

THE CONDOMINIUM ASSOCIATION

The entity responsible for the operation of the Condominium is The Palms of Boca Lago Condominium Association, Inc., a Florida corporation not for profit. A copy of the Articles of Incorporation of The Palms of Boca Lago Condominium Association, Inc. is attached as Exhibit No. 3 to this Declaration of Condominium and incorporated herein by reference. A copy of the By-Laws of The Palms of Boca Lago Condominium Association, Inc. is attached as Exhibit No. 4 to this Declaration of Condominium and incorporated herein by reference.

X

ASSESSMENTS

The Condominium Association, acting through the Board of Directors in accordance with the By-Laws, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollectable Assessments, budget deficits, such reserves as the Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration of Condominium or the By-Laws. Assessments sufficient to provide for the Common Expenses shall be made from time to time against each Unit Owner in accordance with Article VI of this Declaration of Condominium.

Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at a rate equal to the lesser

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of: (i) ten (10%) percent per annum, or (ii) the maximum legal rate permitted under controlling law, from the due date until paid. In the sole discretion of the Board of Directors, a late charge of \$25.00 per Assessment or installment thereof not paid when due may be assessed against a delinquent Unit Owner. Regular Assessments shall be due and payable monthly on the first (1st) of each month, unless the Board of Directors shall otherwise determine.

The Condominium Association shall have a lien on each Unit for any unpaid Assessments, together with interest thereon, owed by the Unit Owner of such Unit. Reasonable attorney's fees (including fees in appellate proceedings) incurred by the Condominium Association incident to the collection of any Assessment or the enforcement of such lien, together with sums advanced or paid by the Condominium Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

The Board of Directors may take such action as it deems necessary to collect Assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if it shall so determine. Said lien shall be effective from and after the recording of a claim of lien as and in the manner provided by the Condominium Act, and shall have the priorities established by said Act. The Condominium Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a credit against its bid all sums due the Condominium Association covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or Occupant.

Where the holder of a mortgage of record or other purchaser of a Unit obtains title to a Unit as a result of foreclosure or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Condominium Association pertaining to such Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share or Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

Any person who acquires an interest in a Unit (except through foreclosure of a mortgage of record or deed in lieu thereof as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, such as purchasers at judicial sales) shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all

unpaid Assessments due and owing by the former Unit Owner have been paid.

The Condominium Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.

XI

SALES, LEASES AND MORTGAGES OF UNITS

A. SALES OR LEASES OF UNITS.

1. Except as set forth hereinafter in this Article XI, if any Unit Owner desires to sell or lease his Unit or any interest therein, and shall have received a bona fide offer for such sale or lease, the Condominium Association shall be given written notice thereof, together with an executed copy of such offer. The Condominium Association (or its assignee) shall have the right to purchase or lease such Unit or interest therein upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election is given to the Unit Owner and a matching down payment or deposit (if such is required by the terms of such offer) is provided to the Unit Owner within thirty (30) days following the delivery to the Condominium Association of such notice and a copy of such offer in the case of a proposed sale, said time to be of the essence, and within ten (10) days following the delivery to the Condominium Association of such notice and a copy of such offer in the case of a proposed lease, said time to be of the essence. In the event that the Condominium Association (or its assignee) shall elect not to purchase a Unit or an interest therein pursuant to this Article XI A (1) or shall elect not to lease a Unit pursuant to this Article XI A (1), the Condominium Association shall deliver to the Unit Owner, within the respective thirty (30) day and ten (10) day periods heretofore provided, a certificate executed by the President (or Vice-President) and Secretary (or Assistant Secretary) of the Condominium Association reflecting such election, which certificate shall, in the case of a sale, and may, in the case of a lease, be recorded in the Public Records of Palm Beach County, Florida.

2. In the event that the Condominium Association (or its assignee) shall elect to purchase any Unit or any interest therein pursuant to Article XI A (1) hereof, title shall close on the date specified in the bona fide offer to purchase, or, if no date is specified in said offer, on a date forty-five (45) days after the giving of notice by the Condominium Association (or its assignee) of its election to purchase said Unit.

3. In the event that the Condominium Association (or its assignee) elects to lease any Unit pursuant to Article XI A (1) hereof, the Unit Owner shall execute and deliver to the Condominium Association (or its assignee),

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upon demand, a lease between the Unit Owner as landlord and the Condominium Association (or its assignee) as tenant, containing terms and conditions as set forth in the bona fide offer to lease.

4. The provisions of Article XI A (1) hereof shall not apply to:

(a) Any sale or lease of a Unit of which Developer is the Unit Owner;

(b) Any transfer of any Unit by gift, devise or inheritance; or

(c) The sale or lease of any Unit by a Unit Owner to his spouse, his child, his parent, the parent of his spouse, his brother or sister, the brother or sister of his spouse, or the spouses of any of the foregoing.

5. In the event of any default on the part of any Unit Owner (including, without limitation, Developer) under any mortgage which is a lien upon his Unit, any sale of the Unit under foreclosure, including delivery of a deed to the mortgagee in lieu of foreclosure, shall be made free and clear of the provisions of Article XI A (1) hereof, but the purchaser (or grantee under such deed in lieu of foreclosure) of each Unit shall be thereupon and thereafter subject to the provisions of Article XI A (1) hereof, provided that if the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the former holder of the foreclosed mortgage, the said former holder may thereafter sell or lease the Unit free and clear of the provisions of Article XI A (1) hereof, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

6. The failure or refusal by the Condominium Association to exercise its rights pursuant to Article XI A (1) hereof with respect to any particular bona fide offer to purchase or lease a particular Unit shall not constitute a waiver of such right with respect to any subsequent bona fide offer to purchase or lease the particular Unit or any other Unit.

7. If any Unit Owner attempts to sell or lease his Unit without giving the Condominium Association the notice required by Article XI A (1) hereof, such attempted sale or lease shall be void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

8. The Condominium Association may from time to time assign its rights pursuant to Article XI A (1) hereof to any individual or entity that the Condominium Association shall select.

B. MORTGAGES.

1. Any mortgage which is a lien against a Unit and which is recorded after the recording of this Declaration

of Condominium shall be subject to the terms and conditions of this Declaration of Condominium and the exhibits hereto, as the same may be amended from time to time, and the holder of any such mortgage and the obligation secured thereby shall have no right:

(a) to participate in the adjustment of losses with insurers or in the decision whether to repair or restore damage to or destruction of the Commonly Insured Real Property; or

(b) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event of a termination pursuant to Article XIII B hereof or in the event and to the extent that insurance proceeds in excess of the cost of repair or restoration are distributed to Unit Owners pursuant to Article XIII A hereof.

2. Upon written notice to the Secretary of the Condominium Association by the holder of any mortgage which is a lien upon a Unit setting forth the name of such holder, the address of such holder, the date of such mortgage and the Unit upon which such mortgage is a lien, the Secretary of the Condominium Association shall place such information in a register to be maintained for such purposes and such mortgage shall thereupon constitute an "Approved Mortgage" for purposes of this Declaration of Condominium.

3. The provisions of this Article XI B shall not apply to any mortgage of any Unit of which Developer is the Unit Owner.

XII

INSURANCE

A. INSURANCE TO BE MAINTAINED. The Board of Directors shall obtain and continuously maintain:

1. Insurance against loss by damage to or destruction of the Commonly Insured Real Property by fire or by such other risks as may be covered by an endorsement for extended coverage, in an amount equal to the full insurable replacement value thereof, without deduction for depreciation, with a deductible provision in an amount to be determined by the Board of Directors but not to exceed \$5,000, payable on behalf of all Unit Owners and holders of mortgages on Units, as their interests may appear: (i) in the event that the net proceeds from any single occurrence do not exceed \$10,000, to the Board of Directors, to be held and/or disbursed by the Board of Directors pursuant to the provisions of Article XIII hereof; and (ii) in the event that the net proceeds from any single occurrence exceed \$10,000, to the Insurance Trustee to be held and/or disbursed by the Insurance Trustee pursuant to the provisions of Article XIII hereof. Said insurance shall contain a separate loss payable endorsement in favor of the holders of mortgages on Units modified to make the loss payable provisions in favor of said holders subject and subordinate to the loss payable provisions in favor of the Board of Directors and the Insurance Trustee.

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2. Comprehensive liability insurance, insuring the Unit Owners, the Condominium Association, the officers and directors of the Condominium Association and any Manager, against liability relating in any way to the ownership and/or use of the Common Elements. Such insurance shall not insure any Unit Owner against liability for injuries to persons or property occurring within his Unit. Limits of liability shall be at least \$1,000,000 for any person injured or killed in any single occurrence, at least \$1,000,000 for any injuries or death sustained by any two or more persons in any single occurrence, and at least \$100,000 for property damage resulting from each occurrence.

3. Insurance against loss by damage to or destruction of any personal property of the Condominium Association, in such amounts as the Board of Directors shall determine. The Board of Directors shall not obtain insurance against loss by damage to or destruction of the personal property of individual Unit Owners.

4. Policies of directors and officers liability insurance, insuring the directors and officers of the Condominium Association against personal liability arising in connection with the performance of their duties.

5. Such workmen's compensation insurance as is required by law.

B. ADDITIONAL REQUIREMENTS.

1. The insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall comply with the following requirements:

(a) All policies shall be issued by a company licensed to do business in the State of Florida and holding a Best's rating of "A" or better, or an equivalent rating if Best's ratings are discontinued.

(b) Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.

(c) In no event shall coverage under said policies be brought into contribution with insurance purchased by individual Unit Owners or the holders of mortgages on Units.

2. The Board of Directors shall attempt to assure that the insurance to be maintained pursuant to Article XII A hereof will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, any Manager, and their respective servants, agents and guests;

(b) That said policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least ten (10) days' prior written notice to the Board of Directors, to each Unit Owner and to the holders of all Approved Mortgages; and

(c) That any "no other insurance" clause in said policies excludes policies of individual Unit Owners from consideration.

C. ANNUAL REVIEWS OF COVERAGE. The Board of Directors shall review annually the adequacy of the coverage afforded by the policies maintained pursuant to Article XII A hereof, and the President of the Condominium Association shall report the results of said review at each annual meeting of the Unit Owners.

D. INSURANCE PREMIUMS A COMMON EXPENSE. All premiums for the policies of insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall be a Common Expense.

E. INSURANCE OF INDIVIDUAL UNIT OWNERS. Each individual Unit Owner may obtain additional insurance at his own expense, provided, however, that:

1. Such policies shall contain waivers of subrogation by the insurer as to any claims against the other Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, and any Manager and their respective servants, agents and guests; and

2. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII A hereof.

XIII

DAMAGE OR DESTRUCTION

A. REPAIR. Except as provided by Article XIII B hereof, any damage to or destruction of any of the Commonly Insured Real Property shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance held by the Board of Directors or the Insurance Trustee for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in such proceeds in proportion to their respective undivided shares in the Common Elements. Unit Owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Board of Directors shall restore the damaged Commonly Insured Property to substantially the same condition as it was immediately prior to the damage. If there is any excess of insurance proceeds over the cost of such repair or restoration, such excess shall be distributed to the Unit Owners in proportion to their respective undivided shares in the Common Elements.

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B. TERMINATION. Notwithstanding anything to the contrary contained in Article XIII A hereof, if:

1. there is "Very Substantial Damage" to the Commonly Insured Real Property, which for purposes of this Article XIII shall mean damage or loss whereby two-thirds (2/3) of the total Units of the Condominium are rendered untenable; and

2. Unit Owners entitled to cast seventy-five (75%) percent of the votes of all Unit Owners duly resolve, within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration;

then, and in those events only, the salvage value of the entire Condominium Property shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale of the entire Condominium Property, together with the net proceeds of insurance policies held by the Board of Directors or the Insurance Trustee, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective undivided shares in the Common Elements, after discharging out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all mortgages against the Unit of such Unit Owner.

XIV

USE AND OCCUPANCY RESTRICTIONS

A. Each Unit shall be used only as a single family residence, except that Developer shall have the right to use any Unit owned by Developer for offices, sales offices and samples. No separate part of a Unit may be rented and no short term tenants (i.e. tenants for less than one month) may be accommodated therein.

B. No children under the age of ten years shall be permitted to be permanent residents of any of the Units, except that children under the age of ten years may be permanent residents of Units if such Units are owned by or leased to employees of Developer, of the Boca Lago Golf and Racquet Club or of any affiliated entity of Developer.

C. No pets except either one dog which when fully grown shall weigh no more than twenty-five (25) pounds or one small cat may be permitted to be kept in any Unit. If any dog or cat becomes annoying to other Unit Owners by barking or otherwise, the Unit Owner in whose Unit the animal is kept shall immediately cause the problem to be corrected, and if the problem is not corrected after written notice from the Condominium Association, the Unit Owner shall no longer be able to keep the animal in his Unit or shall be required to take such other steps as the Condominium

Association may direct. No pets shall be permitted upon any portion of the Common Elements at any time except under leash. Pets shall be "curbed" only in those portions of the Common Elements specifically designated by the Condominium Association for such purposes.

D. No use or practice shall be permitted in any Unit which: (i) is determined by the Board of Directors to be a source of undue annoyance to the residents or Occupants of other Units or interferes with the peaceful possession and proper use of the Condominium Property by such other residents or Occupants; or (ii) will materially increase the rate of insurance on the Condominium Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.

E. Except as provided in Article XXI A hereof, no Unit may be combined with any other Unit without the prior written consent of the Board of Directors, which consent shall not be withheld in the event that the Board of Directors determines that said combination will not adversely affect the structural soundness of any building or the use and enjoyment of the Condominium Property by any other Unit Owner.

F. Except as provided in Article XXI A hereof, no Unit may be divided nor may any separate portion thereof be sold or otherwise transferred without the prior written consent of the Board of Directors.

G. Except as provided in Article XXI B3 hereof, no Unit Owner may erect or permit the erection of any sign, banner or notice in or on his Unit which is visible from outside his Unit, nor shall any radio or television antenna or aerial, clothesline or other object be attached to or placed upon any portion of the Common Elements without the prior written consent in each instance of the Board of Directors. No Unit Owner shall cover or block any window or sliding glass door except with permanent drapes, shades, blinds or roll-ups which are not made of aluminum foil or other similar light reflecting material.

H. The Condominium Association shall designate one parking space situate upon the Condominium Property for the exclusive use of each Unit, and shall keep a record of such designations. No person shall park any vehicle in any space reserved for the exclusive use of a particular Unit without the prior consent of the Unit Owner of such Unit.

I. No person shall use the Condominium Property or any portion thereof in any manner not in accordance with the rules and regulations that are from time to time promulgated by the Board of Directors. The initial Rules and Regulations of The Palms of Boca Lago Condominium Association, Inc. promulgated by the Board of Directors, are attached as Exhibit No. 5 to this Declaration of Condominium and incorporated herein by reference.

XV

MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

1. Except as specifically provided in Article IV and Article XV A (2) hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the duty and responsibility to maintain all portions of the Common Elements and Limited Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements and Limited Common Elements.

2. Each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain any piping, ducts, wiring, cables, conduits, utility lines or air-conditioning compressors located outside the boundaries of his Unit which serve only his Unit.

B. IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

1. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing), and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

2. No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten (10%) percent of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless authorized by the Board of Directors and ratified by: (i) not less than sixty-seven (67%) percent of the total vote of all Unit Owners; and (ii) by Developer so long as Developer holds for sale in the

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ordinary course of business any Units. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of the Unit Owner requesting same, the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner exclusively or substantially exclusively benefiting and, if more than one Unit Owner requesting such work is benefitted thereby, the Assessment shall be levied in such proportion as may be determined to be fair and equitable by the Board of Directors. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by the affirmative vote of not less than seventy-five (75%) percent of the Unit Owners exclusively or substantially exclusively benefiting therefrom; provided, however, that where said Unit Owners are ten or less, the approval of all but one shall be required.

3. No person or entity other than the Owner of the Unit to which a particular Limited Common Element is appurtenant shall make or contract for any improvement, alteration or addition to such Limited Common Element. Moreover, the Owner of the Unit to which a particular Limited Common Element is appurtenant shall not make or contract for any improvement, alteration or addition to such Limited Common Element without the prior written consent of the Condominium Association and upon such terms and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to any Limited Common Element without the prior written consent of the Condominium Association or violate any term, condition or provision pursuant to which authority to make such improvement, alteration or addition was granted, Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

XVI

MAINTENANCE AND REPLACEMENT OF UNITS; STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS

A. MAINTENANCE AND REPLACEMENT OF UNITS.

1. Except as provided in Article XVI A2 hereof, each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain all portions of his Unit except to the extent that any portion of his Unit is damaged or destroyed and insurance coverage against said damage or destruction is available pursuant to policies of insurance maintained by the Board of Directors.

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2. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the duty and responsibility to maintain in good order and repair and to make all replacements necessary to so maintain all piping, ducts, wiring, cables, conduits or public utility lines within a particular Unit which serve Units other than the particular Unit.

B. STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS. Except as provided in Article XXI A hereof, no Unit Owner shall make any structural modifications or alterations to or within his Unit without the prior written consent of the Condominium Association, which consent shall not be withheld if the Condominium Association determines that the proposed structural modification or alteration does not jeopardize or tend to jeopardize the soundness or safety of the Condominium Property or any portion thereof or impair or tend to impair any easement or hereditament.

XVII

DAMAGE TO COMMON ELEMENTS BY INDIVIDUAL UNIT OWNERS

Should the Condominium Association be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the family members, animals, guests, tenants, agents or employees of one or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose family members, guests, tenants, agents or employees are responsible for such damage, destruction or injury shall, to the extent that the Condominium Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Condominium Association for such expenditure.

XVIII

TERMINATION OF CONDOMINIUM

The Condominium may be terminated at any time in the manner provided in Section 718.117 of the Condominium Act or in accordance with the provisions of Article XIII B hereof.

XIX

THE BOCA LAGO PROPERTY OWNERS ASSOCIATION, INC.

In accordance with the requirements of the Declaration of Covenants, each Unit Owner, upon acquisition of title to his Unit, shall automatically become a member of The Boca LAGO Property Owners Association, Inc., a Florida corporation not for profit (the "Property Owners Association"), which corporation is charged by the Declaration of Covenants with

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certain responsibilities pertaining to the overall Boca Lago development of which The Palms of Boca Lago, a Condominium is a part. Moreover, the Property Owners Association will have the right to assess each Unit Owner for a share of the costs and expenses incurred by the Property Owners Association in the performance of its functions, and will have a lien right against each Unit to secure the payment of the assessments it imposes.

The Condominium Association hereby agrees that upon the request of the Property Owners Association, it shall collect as a Common Expense of the Condominium all assessments duly imposed by the Property Owners Association against the Unit Owners.

XX

CONDOMINIUM MANAGEMENT AGREEMENT

Pursuant to the Condominium Management Agreement attached as Exhibit No. 6 hereto, the Condominium Association has designated Boca Lago Management Co., Inc. as the initial Manager of the Condominium.

XXI

DEVELOPER'S RIGHTS

A. Developer shall have the right, in its sole and absolute discretion, to combine two or more adjacent Units owned by Developer into a larger Unit or Units, and shall have the right to divide one or more such Units into smaller Units, provided only that said combination or division shall not jeopardize or tend to jeopardize the structural soundness or safety of any portion of the Condominium Property. In connection with said right, Developer shall be entitled to alter or remove portions of the Common Elements. Upon the completion of any such combination of Units by Developer, the share or shares in the Common Elements appertaining to the Unit or Units formed by said combination shall be equal to the sum of the undivided shares in the Common Elements previously appertaining to the Units combined. Upon the completion of any such division of a Unit or Units by Developer, the sum of the undivided shares in the Common Elements appertaining to the Units formed by said division shall be equal to the sum of the undivided share or shares in the Common Elements previously appertaining to the Unit or Units divided. Upon the completion of any such combination or division, Developer shall be both entitled and obligated to prepare and file of record, at Developer's sole cost and expense, an amendment to this Declaration of Condominium, with a survey attached, certified in accordance with the Condominium Act and reflecting such combination or division and reflecting any change in the undivided shares in the Common Elements assigned to the Units. Said amendments shall become effective without any further action by the Condominium Association, the Unit Owners or the holders of any liens upon any Unit.

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B. Developer shall also have the right:

- 1. to use any Units owned by Developer for offices, sales offices and samples;
- 2. to enter upon the Common Elements with business invitees to show the sample Units and the Common Elements; and
- 3. to maintain upon the Common Elements sales information signs and such other signs as Developer shall desire.

XXII

ASSIGNABILITY OF DEVELOPER'S RIGHTS

Developer may assign any or all of its rights or privileges reserved or established by this Declaration, including, but not limited to, its rights as reserved and established by Articles I, V E, VII C, XI A4(a), XI B3, XIV A, XIV B, XV B2, XXI and XXIV hereof, to any individual(s) or entity or entities that Developer may choose.

XXIII

PROVISIONS RESPECTING CONSTRUCTION LENDER

Notwithstanding anything to the contrary contained in this Declaration of Condominium, until the satisfaction of record of that certain mortgage upon the Condominium Property, dated , and recorded , in the Public Records of Palm Beach County, Florida, in Official Record Book , pages et seq., as the same may be amended, modified or extended from time to time, now held by Continental Bank (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration of Condominium and shall supersede any inconsistent provisions contained elsewhere in this Declaration of Condominium:

- A. Whenever the consent of Developer is required under this Declaration of Condominium, the written consent of the holder of the Mortgage (hereinafter referred to as "Mortgagee") shall also be required;
- B. No amendment shall be made to this Declaration of Condominium which would alter the procedure for repairing or restoring the Commonly Insured Real Property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without Mortgagee's joinder and written consent to such amendment; and
- C. If Mortgagee either assumes possession of any portion of the Condominium Property upon which said Mortgage is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Condominium.

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XXIV

TELEVISION RECEPTION SYSTEM

A. Developer hereby reserves, for itself and its successors and assigns, the perpetual right and easement to install and maintain, as a part of the Condominium Property, a system (hereinafter called "Television Reception System") comprised of certain cables, wiring and other equipment which will give each Unit the capability of receiving radio-television transmissions from a master television antenna, cable system or other similar system, if any such master television antenna, cable system or other similar system is available. The entirety of said Television Reception System shall be owned by Developer and shall be maintained, repaired and replaced by Developer, at Developer's sole cost and expense. No Unit Owner shall have any ownership interest in any portion of said Television Reception System and neither the Condominium Association nor any Unit Owner shall have any duty or obligation to maintain, repair or replace any portion of the same.

B. Developer, for itself and its successors and assigns, shall have the exclusive right, but not the obligation, to connect at any time or times the Television Reception System to any master television antenna, cable system or other similar system that Developer shall elect. In the event that Developer connects the Television Reception System to any master television antenna, cable system or other similar system, no Unit Owner shall be compelled to receive the radio-television transmissions provided thereby, but any Unit Owner who desires to receive such radio-television transmissions shall be obligated to pay such fees and charges for the same as Developer shall from time to time determine, and all such fees and charges and the income therefrom shall be the sole and exclusive property of the Developer.

XXV

NOTICES

A. All notices and other communications required or permitted to be given under or in connection with this Declaration of Condominium shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner -

At his place of residence on the Condominium Property, or to such other address as any Unit Owner shall designate by notice to the Condominium Association and the Developer in accordance with this Article;

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To the Condominium Association -

Boca Raton, Florida 33433

or to such other address as the Condominium Association shall designate by notice in accordance with this Article to Developer and to all Unit Owners; and

To Developer -

8665 Juego Way  
Boca Raton, Florida 33433

or to such other address as Developer shall designate by notice in accordance with this Article to the Condominium Association and all Unit Owners.

B. The Secretary of the Condominium Association shall maintain a register of current addresses established for notice purposes pursuant to this Article, which register shall be made available for inspection, upon request, to all Unit Owners and Developer.

#### XXVI

#### GENERAL PROVISIONS

A. COVENANTS RUNNING WITH THE LAND. All provisions of this Declaration of Condominium, as the same may be from time to time amended, shall be construed to be covenants running with the Land, and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

B. CAPTIONS. The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration of Condominium.

C. SEVERABILITY. The provisions of this Declaration of Condominium shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such invalidity or unenforceability shall destroy the uniform plan which this Declaration of Condominium is intended to create for the operation of the Condominium.

D. APPLICABLE LAW. This Declaration of Condominium shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, BOCA LAGO ASSOCIATES, LTD., a Florida limited partnership, has caused this document to be duly executed this 27<sup>th</sup> day of August, 1980.

BOCA LAGO ASSOCIATES, LTD.,  
a Florida limited partnership

By: FRANKEL ASSOCIATES -  
GENERAL PARTNER

By: [Signature]  
General Partner

By: [Signature]  
General Partner

SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

- (1) [Signature]
- (2) [Signature]

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, THE PALMS OF BOCA LAGO CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of this Declaration of Condominium and the exhibits attached hereto.

IN WITNESS WHEREOF, THE PALMS OF BOCA LAGO CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed and attested by its Secretary, this day of , 1980.

THE PALMS OF BOCA LAGO  
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
Its President

ATTEST:  
By: [Signature]  
Its Secretary



SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

(1) [Signature]  
(2) [Signature]  
(CORPORATE SEAL)

STATE OF Pennsylvania  
COUNTY OF Philadelphia

BEFORE ME, the undersigned authority, personally appeared William Frankel and Howard Frankel, to me well known to be the persons described in and who executed the foregoing instrument as general partners of FRANKEL ASSOCIATES, a partnership, the said FRANKEL ASSOCIATES being a General Partner of BOCA LAGO ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this 27th day of August, 1980.

[Signature]  
Notary Public

My commission expires:

ANNEMARIE MAIER  
Notary Public, Phila., Phila. Co.  
My Commission Expires Sept. 11, 1982



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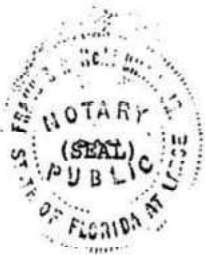
STATE OF )  
COUNTY OF )

BEFORE ME, the undersigned authority personally appeared *Jack Makewsky* and *Charles Gilbert*, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of THE PALMS OF BOCA LAGO CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this *15th* day of *September*, 19*80*.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
*November 29, 1982*



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I N D E X

SHEET NO.	DESCRIPTION
1 of 25	INDEX
2 of 25	SURVEYOR'S CERTIFICATE
3 of 25	LEGAL DESCRIPTION OF LAND PRESENTLY SUBMITTED TO CONDOMINIUM OWNERSHIP AS THE PALMS OF BOCA LAGO, A CONDOMINIUM.
4 of 25	LOCATION MAP AND SPECIAL NOTES SPECIFIC TO SHEET 5
5 of 25	SURVEY
6 of 25	SPECIAL NOTES SPECIFIC TO SHEETS 7 THROUGH 25
7 of 25	LOCATION OF CONDOMINIUM UNITS AND LOCATION OF COMMON AND LIMITED COMMON ELEMENTS ----- (Bldg. 1, First Floor)
8 of 25	"----- (Bldg. 1, Second Floor)
9 of 25	"----- (Bldg. 2, First Floor)
10 of 25	"----- (Bldg. 2, Second Floor)
11 of 25	"----- (Bldg. 3, First Floor)
12 of 25	"----- (Bldg. 3, Second Floor)
13 of 25	"----- (Bldg. 4, First Floor)
14 of 25	"----- (Bldg. 4, Second Floor)
15 of 25	"----- (Bldg. 5, First Floor)
16 of 25	"----- (Bldg. 5, Second Floor)
17 of 25	"----- (Bldg. 6, First Floor)
18 of 25	"----- (Bldg. 7)
19 of 25	"----- (Bldg. 8)
20 of 25	"----- (Bldg. 9)
21 of 25	"----- (Bldg. 10)
22 of 25	"----- (Bldg. 11)
23 of 25	"----- (Bldg. 12)
24 of 25	"----- (Bldg. 13)
25 of 25	"----- (Community Bldg.)

EXHIBIT NO. 1  
 TO THE DECLARATION OF CONDOMINIUM OF  
 THE PALMS OF BOCA LAGO, A CONDOMINIUM

B3385 P0103

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

1ST AMENDMENT 9/10/80  
 DATE PREPARED 8-1-79

SHEET 1 OF 25  
 CONSULTING ENGINEERS, INC.  
 BOCA RATON, FLORIDA

SURVEYOR'S CERTIFICATE

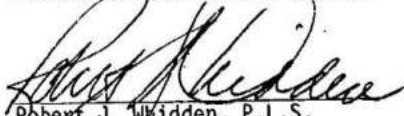
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS: THE PALMS OF BOCA LAGO,  
A CONDOMINIUM

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Robert J. Whidden, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the law of the STATE OF FLORIDA, being Surveyor No. 3161.
2. The construction of the improvements to comprise The Palms of Boca Lago, a Condominium, is substantially complete so that the materials which comprise this Exhibit No. 1 to the Declaration of Condominium of The Palms of Boca Lago, a Condominium, together with the provisions of said Declaration of Condominium of the Condominium Property, are an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the Common Elements within the Condominium and of each Unit within the Condominium can be determined from said materials.

FURTHER AFFIANT SAYETH NAUGHT:

  
 Robert J. Whidden, P.L.S.  
 Fla. Certificate No. 3161

SWORN TO AND SUBSCRIBED before me  
this 10th day of Sept., 1980.

  
 Notary Public State of Florida  
 My Commission Expires 12-20-82

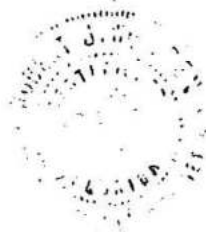
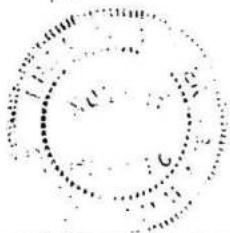


EXHIBIT NO. 1  
 TO THE DECLARATION OF CONDOMINIUM OF  
 THE PALMS OF BOCA LAGO, A CONDOMINIUM

B3365 P0104

LEGAL DESCRIPTION OF LAND PRESENTLY SUBMITTED TO CONDOMINIUM OWNERSHIP AS THE PALMS OF BOCA LAGO, A CONDOMINIUM.

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING HOUSING TRACT NO. 4, REPLAT OF BOCA LAGO, (A P.U.D.) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGES 62 THROUGH 71, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID HOUSING TRACT BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING NUMBERED COURSES AROUND ITS BOUNDARY:

BEGINNING AT THE NORTHEAST CORNER OF SAID HOUSING TRACT NO. 4 OF BOCA LAGO,

1. SOUTH 00°00'00" EAST, A DISTANCE OF 669.27 FEET TO A POINT ON CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 192.37 FEET AND WHOSE RADIUS POINT BEARS NORTH 90°00'00" WEST THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°15'58", A DISTANCE OF 219.13 FEET, THENCE,
2. NORTH, 38°18'00" WEST, A DISTANCE OF 115.00 FEET, THENCE,
3. NORTH 12°18'00" WEST, A DISTANCE OF 140.00 FEET; THENCE,
4. NORTH 62°18'00" WEST, A DISTANCE OF 73.00 FEET; THENCE,
5. SOUTH 72°12'00" WEST, A DISTANCE OF 95.03 FEET; THENCE,
6. NORTH 24°16'00" WEST, A DISTANCE OF 276.66 FEET; THENCE,
7. NORTH 68°12'00" EAST, A DISTANCE OF 94.00 FEET; THENCE,
8. NORTH 21°48'00" WEST, A DISTANCE OF 130.00 FEET; THENCE,
9. SOUTH 68°12'00" WEST, A DISTANCE OF 99.60 FEET; THENCE,
10. NORTH 24°16'00" WEST, A DISTANCE OF 188.28 FEET; THENCE,
11. NORTH 00°00'00" EAST, A DISTANCE OF 29.44 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BOCA LAGO BOULEVARD; THENCE,
12. NORTH 90°00'00" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 226.49 FEET TO A POINT IN A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1062.61 FEET, AND WHOSE RADIUS POINT BEARS NORTH 00°00'00" EAST; THENCE,
13. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 17°28'24", A DISTANCE OF 324.06 FEET TO THE POINT OF TANGENCY; THENCE,
14. NORTH 72°31'37" EAST, A DISTANCE OF 70.35 FEET TO THE POINT OF BEGINNING. CONTAINING 7.22 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF, RECORD.

EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

83365 P0105

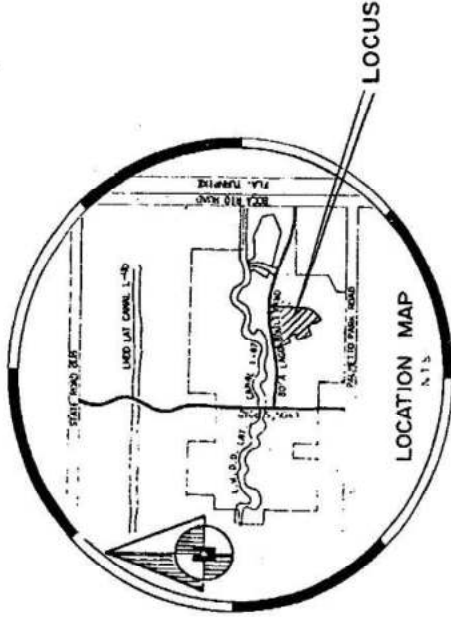
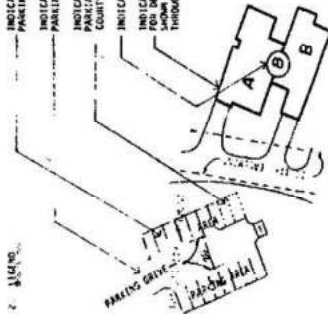
B3865 P0106

# EXHIBIT NO. 1 TO THE DECLARATION OF CONDOMINIUM OF THE PALMS OF BOCA LAGO, A CONDOMINIUM

LOCATION MAP and SPECIAL NOTES SPECIFIC TO SHEET 5

### SPECIAL NOTES SPECIFIC TO SHEET 5

- FOR ADDITIONAL INFO ON INTERIOR FINISH HEIGHTS OF LAKE AND PATIO DECKS, CONSULT THE PLAN OF THE PALMS OF BOCA LAGO, A PLANNED UNIT DEVELOPMENT, AS RECORDED IN PLAT BOOK PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.
- INDICATES A TYPICAL 19' x 20' PARKING SPACE.
- INDICATES A TYPICAL 75' WIDE PARKING DRIVE.
- INDICATES LOT OR 19' x 20' PARKING SPACE DIMENSIONS, BY COUNTY, TO BE BUILT.
- INDICATES A TYPICAL BUILDING NO.
- INDICATES PERIMETER OF BUILDING. DIMENSIONS AND SQUARE FOOTINGS SHOWN ON SHEET 5, SEE SHEET 5 THROUGHOUTS.

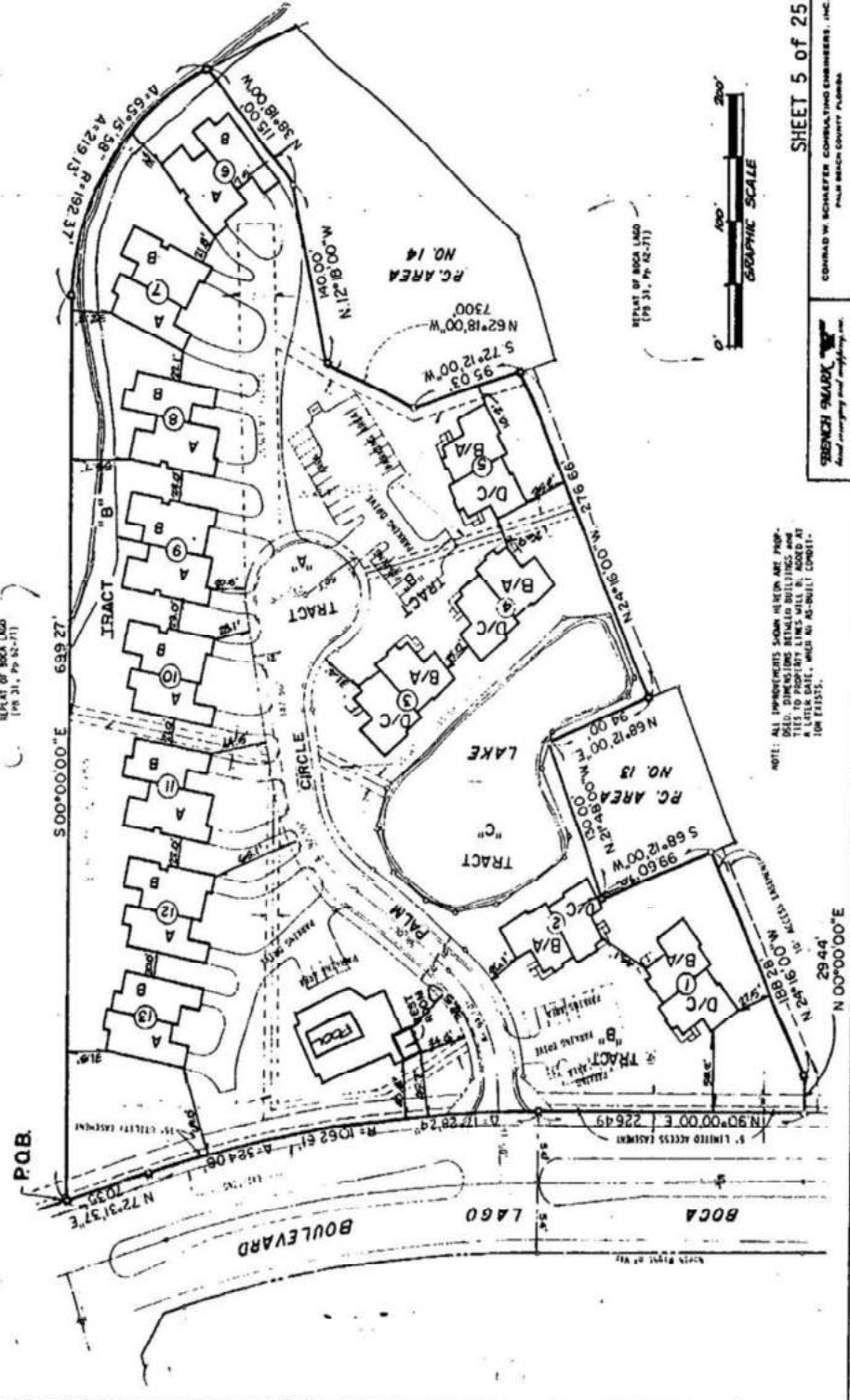


SHEET 4 of 25

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

**BENCH MARK**  
As per survey and map file, etc.

EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM  
SURVEY



SHEET 5 of 25

SEYMOUR GUYAK  
Surveying and Mapping, Inc.  
CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

NOTE: ALL DIMENSIONS SHOWN HEREON ARE PROPRIETARY AND SHALL BE KEPT CONFIDENTIAL. DIMENSIONS SHOWN BETWEEN BUILDINGS AND TO PROPERTY LINES WILL BE ADDED AT THE DISCRETION OF THE SURVEYOR, WHICH WILL BE SHOWN IN AC-SHEDULE CONSTRUCTION PLANS.

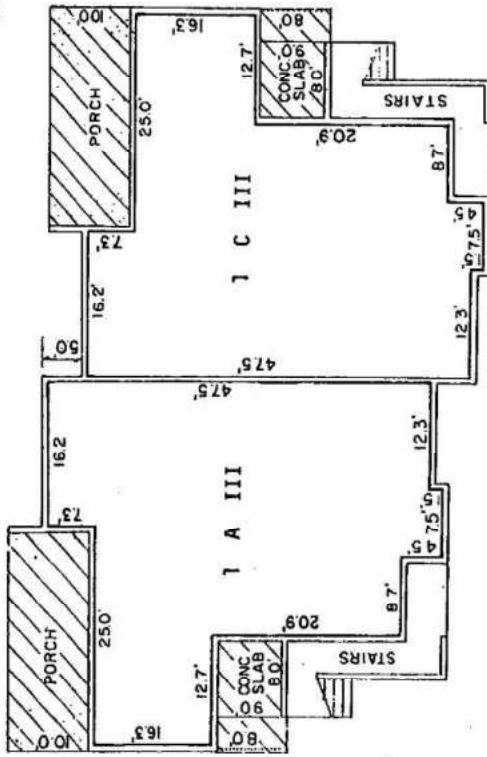


EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 1, FIRST FLOOR



FLOOR ELEVATION: 20.8  
CEILING ELEVATION: 28.8

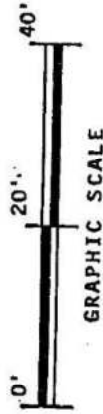
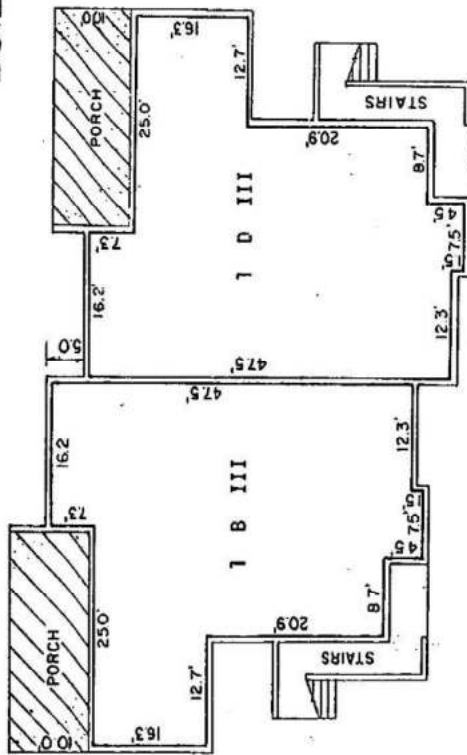


EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

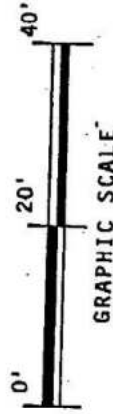
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 1, SECOND FLOOR



FLOOR ELEVATION: 30.2  
CEILING ELEVATION: 38.2



GRAPHIC SCALE

B3365 P0111

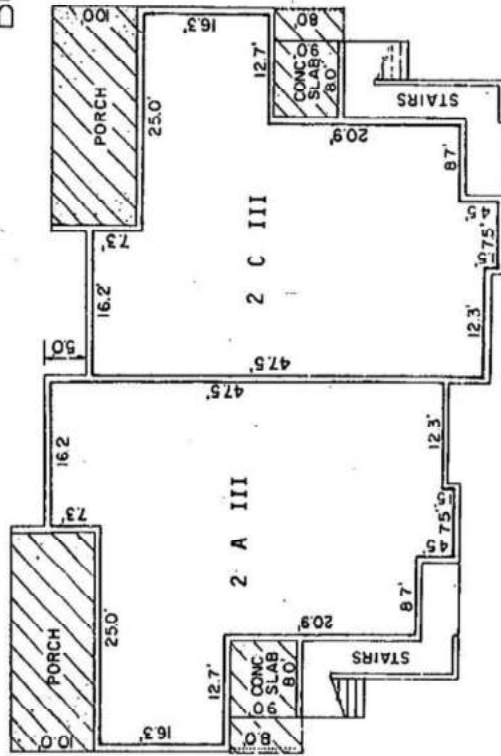
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# TO THE DECLARATION OF CONDOMINIUM OF THE PALMS OF BOCA LAGO, A CONDOMINIUM

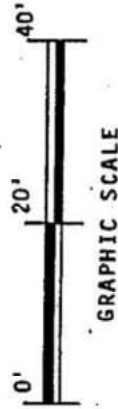
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF COMMON AND LIMITED COMMON ELEMENTS.



## BUILDING 2, FIRST FLOOR



FLOOR ELEVATION: 20.7  
CEILING ELEVATION: 28.7



GRAPHIC SCALE

SHEET 9 of 25

**GENEY MARK**  
Architectural and Engineering, Inc.

CONRAD W. RECHNER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

B3365 P0112

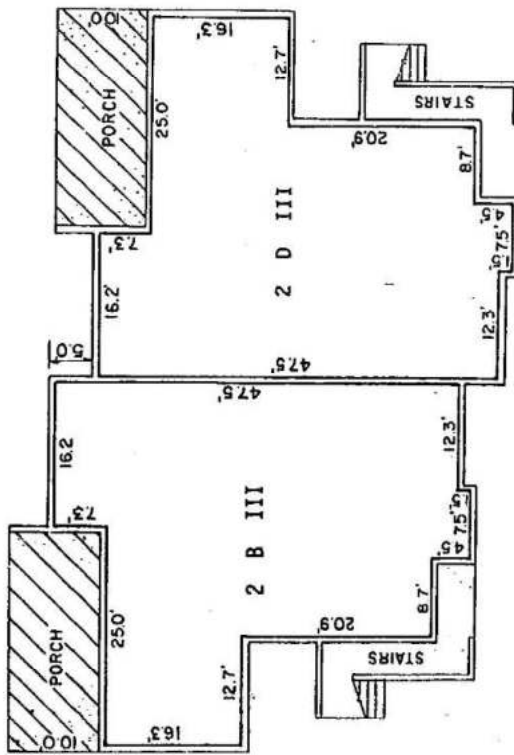
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# TO THE DECLARATION OF CONDOMINIUM OF THE PALMS OF BOCA LAGO, A CONDOMINIUM

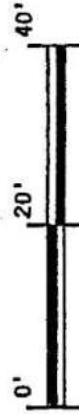
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



## BUILDING 2, SECOND FLOOR



FLOOR ELEVATION: 30.1  
CEILING ELEVATION: 38.1



GRAPHIC SCALE

SHEET 10 of 25



CORRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

83365 P0113

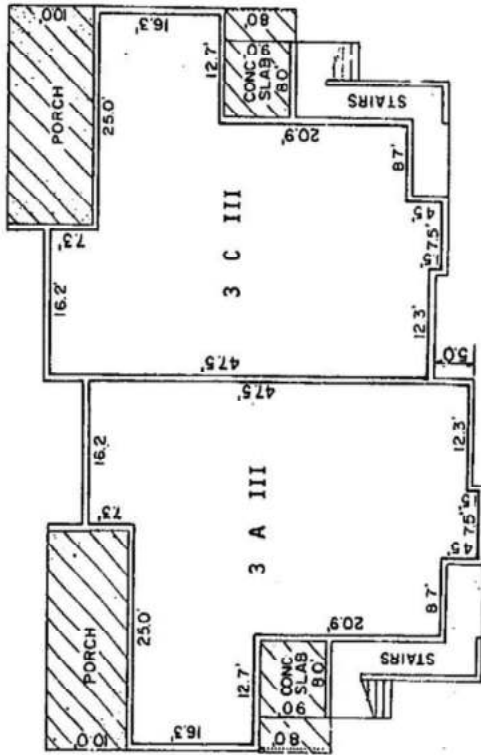
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# TO THE DECLARATION OF CONDOMINIUM OF THE PALMS OF BOCA LAGO, A CONDOMINIUM

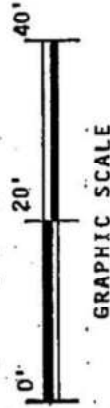
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



## BUILDING 3, FIRST FLOOR



FLOOR ELEVATION: 20.6  
CEILING ELEVATION: 28.6



GRAPHIC SCALE

SHEET 11 of 25

**FRENCH SLAB**  
*Real property and engineering*

CONRAD W. SCHAFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

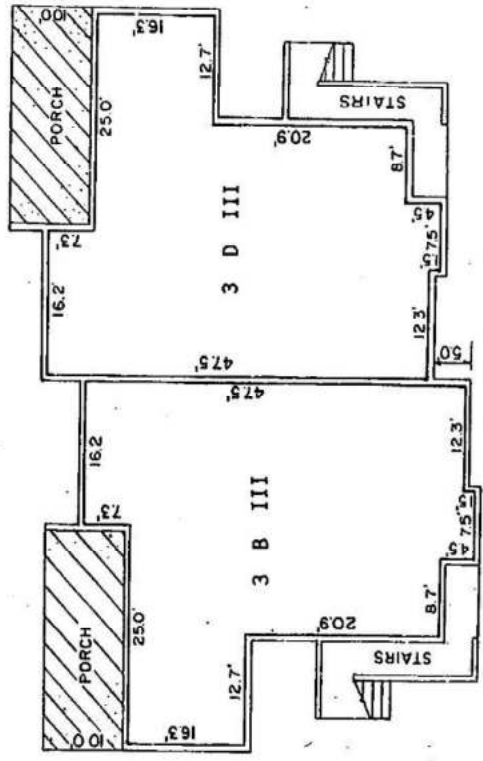
83365 P0114

EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

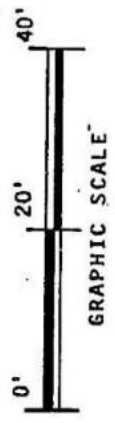
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 3, SECOND FLOOR



FLOOR ELEVATION: 30.0  
CEILING ELEVATION: 38.0



SHEET 12 of 25

CONRAD W. EDWARDS CONSULTING ENGINEERS, INC.  
PLANNING AND ARCHITECTURE



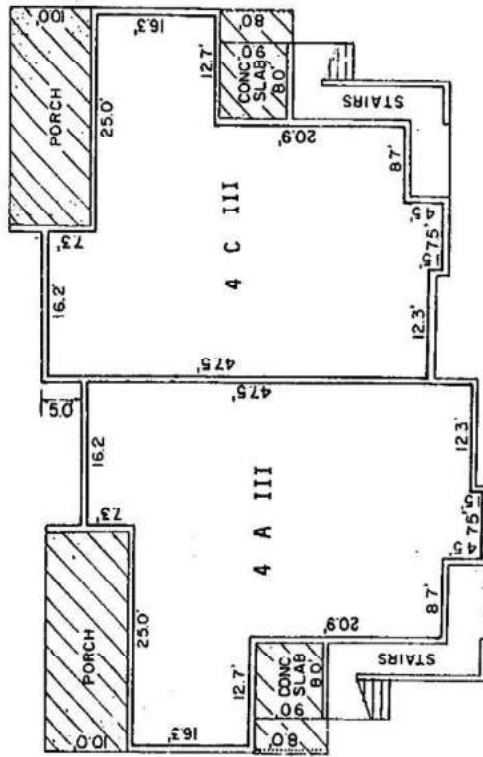
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THE PALMS OF BOCA LAGO, A CONDOMINIUM

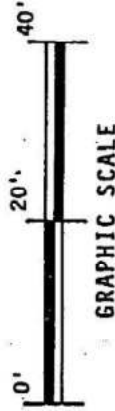
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 4, FIRST FLOOR



FLOOR ELEVATION: 20.7  
CEILING ELEVATION: 28.8



SHEET 13 OF 25

FRENCH MARK  
Architectural and Engineering Inc.

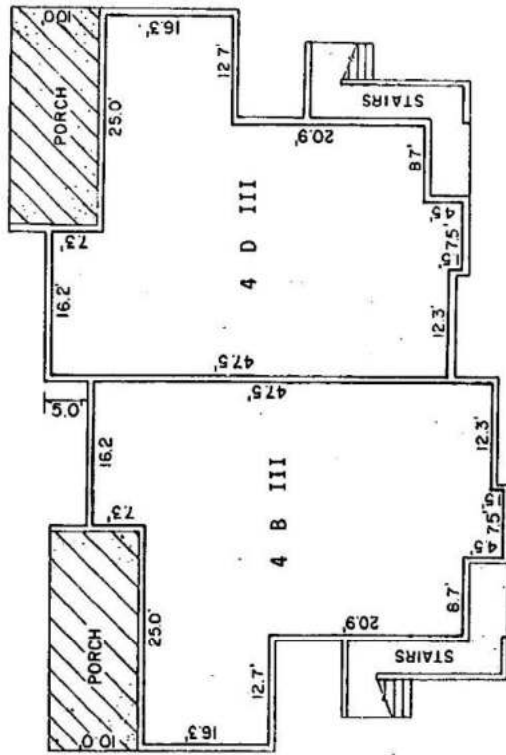
CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

EXHIBIT NO. 1  
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THE PALMS OF BOCA LAGO, A CONDOMINIUM

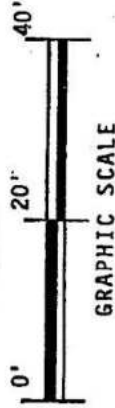
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 4, SECOND FLOOR



FLOOR ELEVATION: 30.2  
CEILING ELEVATION: 38.2



83365 P0117

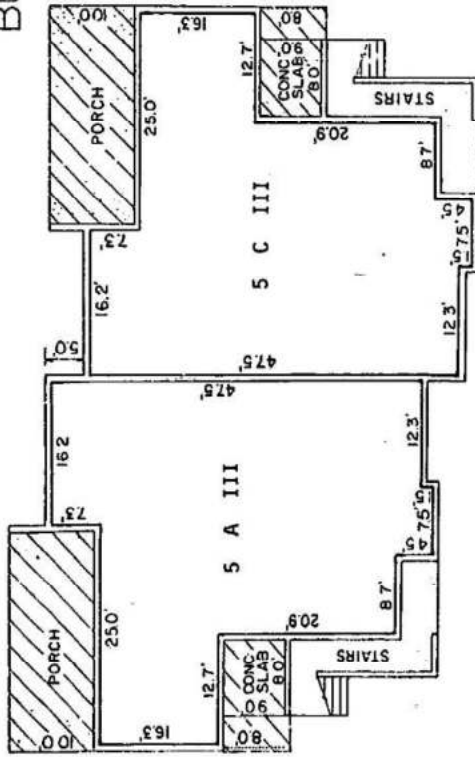
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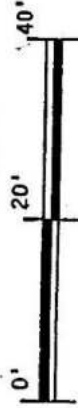
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



## BUILDING 5, FIRST FLOOR



FLOOR ELEVATION: 72.5  
CEILING ELEVATION: 28.4



GRAPHIC SCALE

SHEET 15 of 25



CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

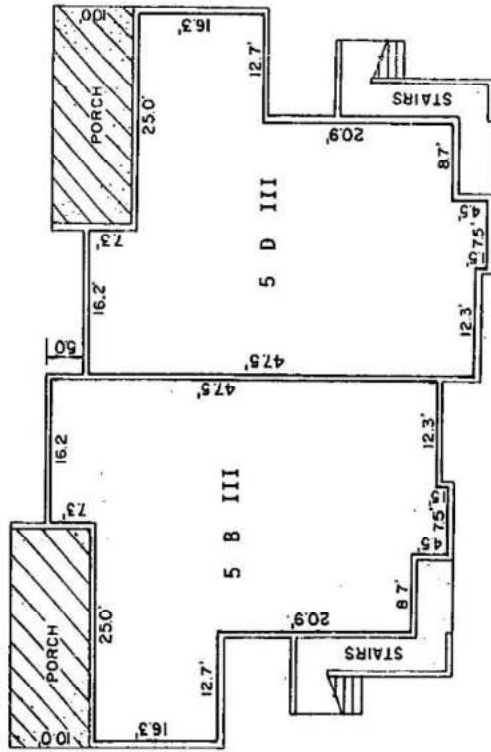
83365 P0118

EXHIBIT NO. 1  
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THE PALMS OF BOCA LAGO, A CONDOMINIUM

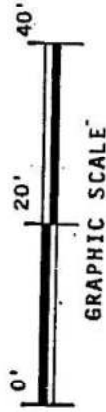
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 5, SECOND FLOOR



FLOOR ELEVATION: 29.9  
CEILING ELEVATION: 37.9



SHEET 16 of 25

SENCE MARC  
Architectural and Engineering, Inc.

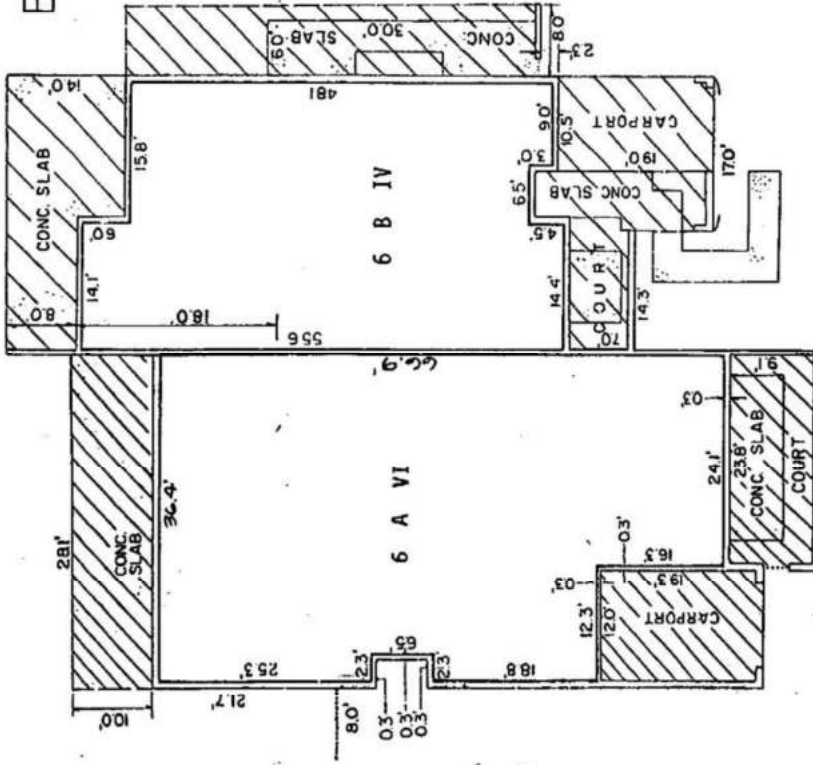
CONRAD W. SCHAEFER - CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

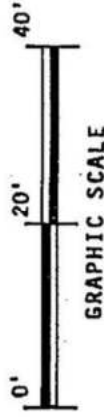
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 6, FIRST FLOOR



FLOOR ELEVATION: 20.3  
CEILING ELEVATION: 28.3  
\*CEILING ELEVATION: 33.8

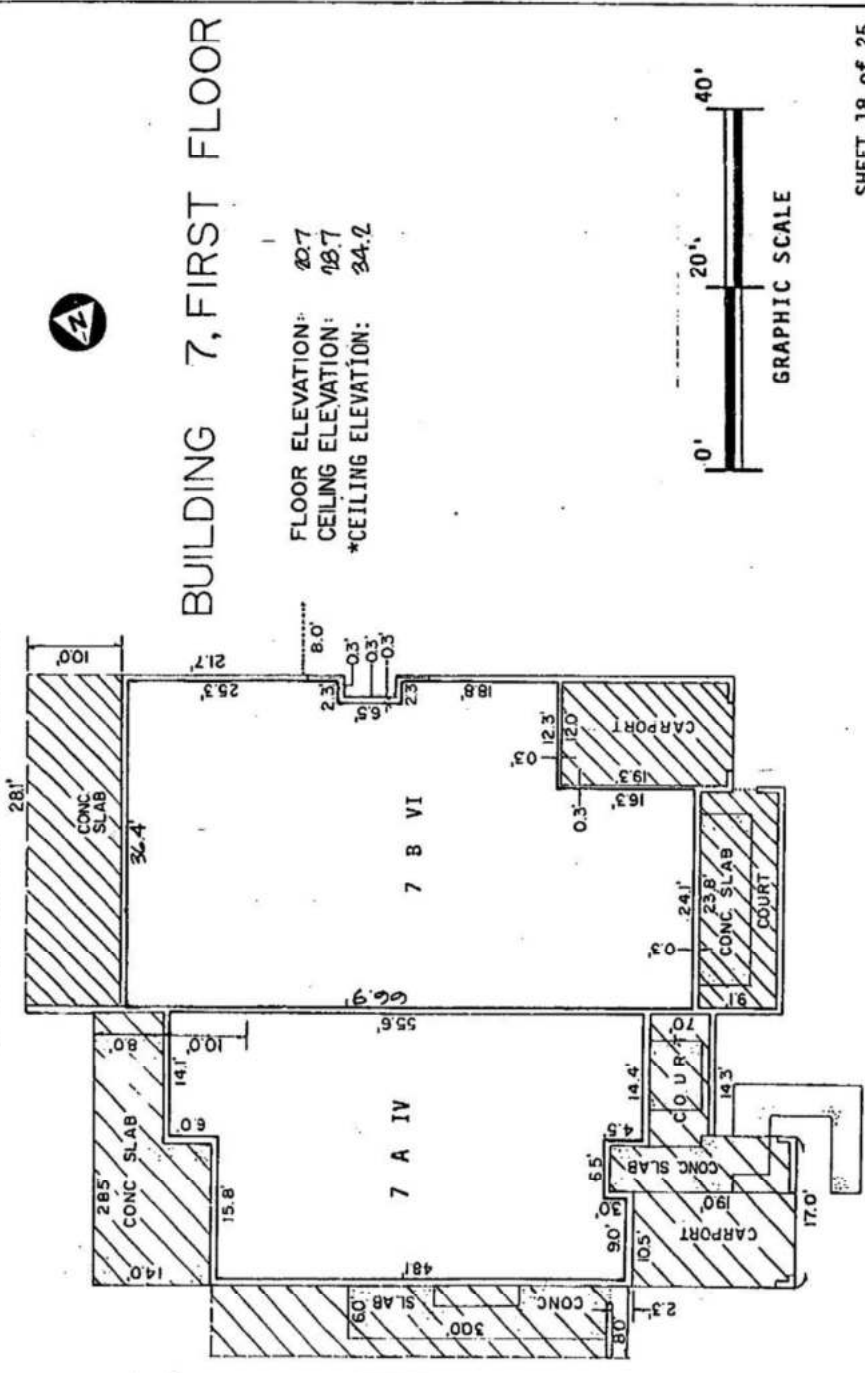


GRAPHIC SCALE



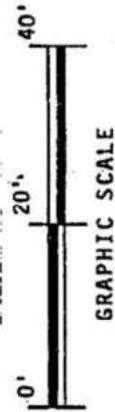
# EXHIBIT NO. 1 TO THE DECLARATION OF CONDOMINIUM OF THE PALMS OF BOCA LAGO, A CONDOMINIUM

LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



## BUILDING 7, FIRST FLOOR

FLOOR ELEVATION: 20.7  
 CEILING ELEVATION: 18.7  
 \*CEILING ELEVATION: 24.2

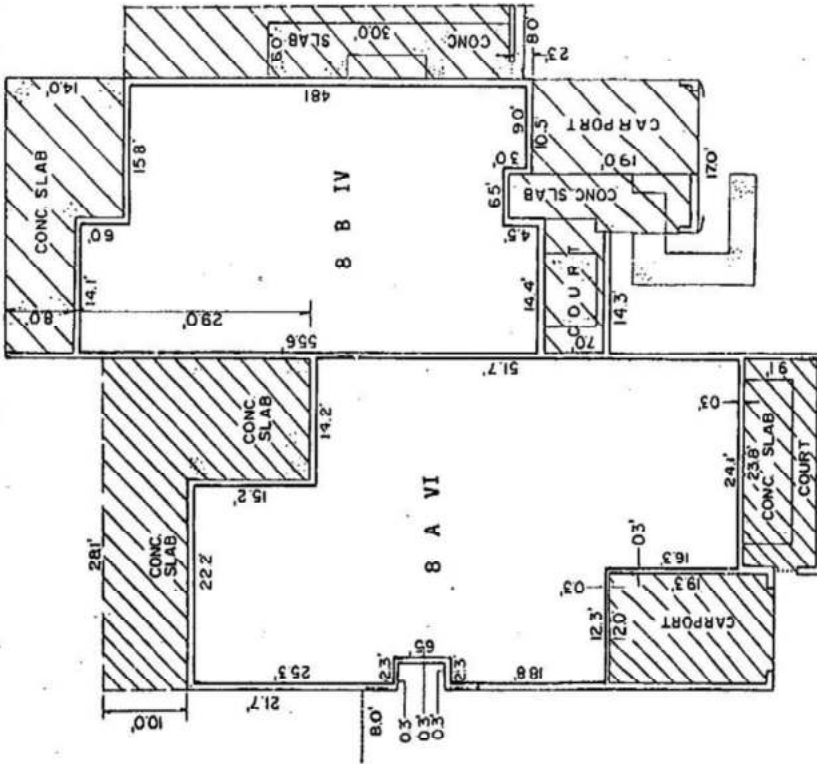


SHEET 18 OF 25  
 CONRAD W. RICHAUER CONSULTING ENGINEERS, INC.  
 10000 BOCA BOULEVARD, SUITE 200, BOCA RATON, FLORIDA 33433

\*SEE NOTE 1, SHEET 6 OF 25

# TO THE DECLARATION OF CONDOMINIUM OF THE PALMS OF BOCA LAGO, A CONDOMINIUM

LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



## BUILDING 8, FIRST FLOOR

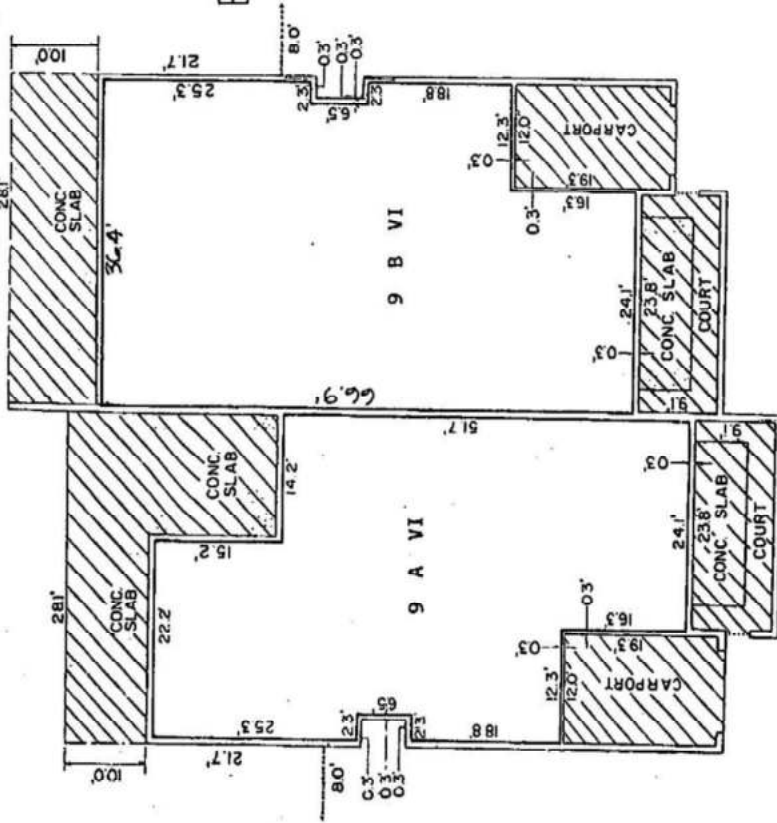
FLOOR ELEVATION: 20.5  
 CEILING ELEVATION: 28.5  
 \*CEILING ELEVATION: 34.0



GRAPHIC SCALE

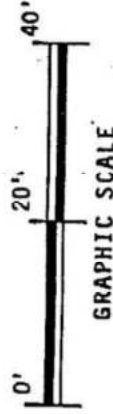


EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM  
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 9, FIRST FLOOR

FLOOR ELEVATION: 20.3  
\*CEILING ELEVATION: 33.8  
\*CEILING ELEVATION: 33.8



GRAPHIC SCALE

SHEET 20 of 25

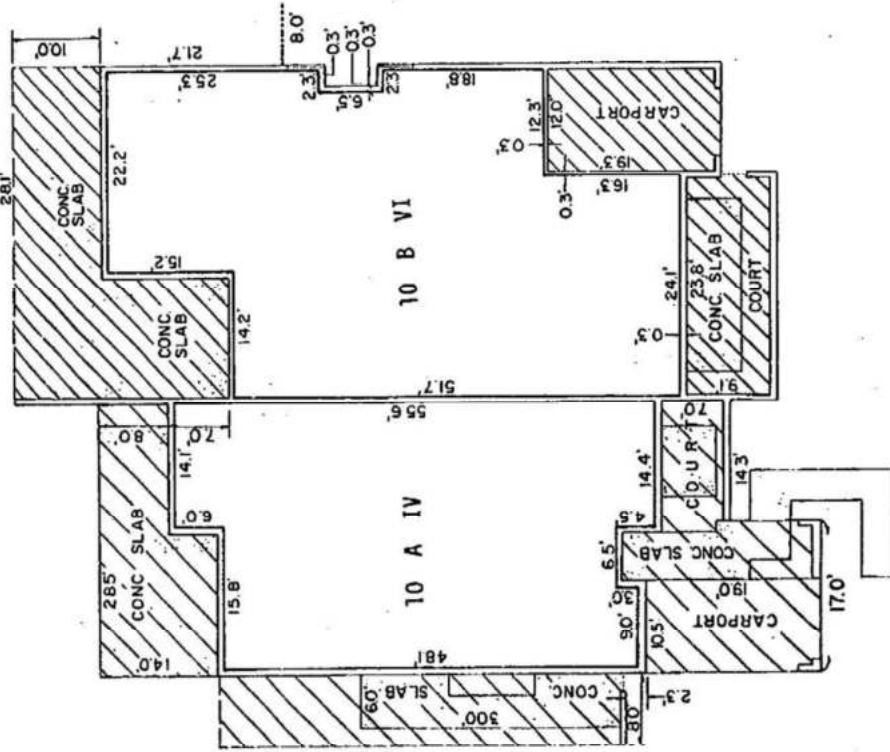


CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

\*SEE NOTE 1, SHEET 6 OF 25

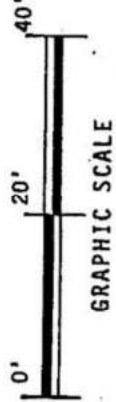
EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING 10, FIRST FLOOR

FLOOR ELEVATION: 70.6  
CEILING ELEVATION: 28.6  
\*CEILING ELEVATION: 34.1



GRAPHIC SCALE



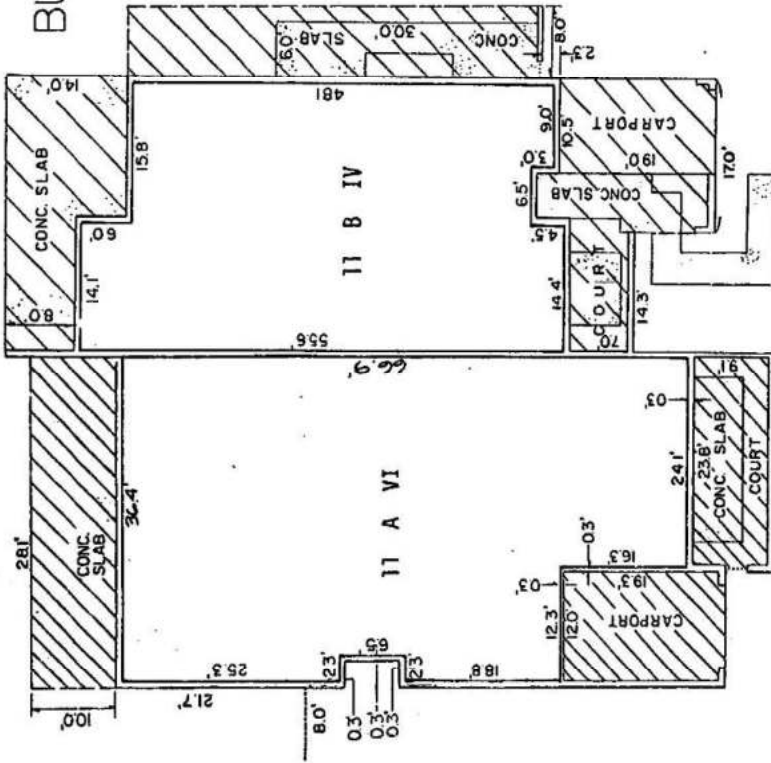
83365 P0124

EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM

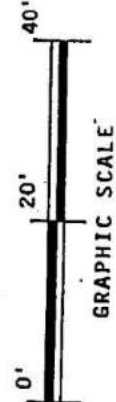
LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



BUILDING II, FIRST FLOOR



FLOOR ELEVATION: 70.8  
CEILING ELEVATION: 78.8  
\*CEILING ELEVATION: 34.3



SHEET 22 of 25

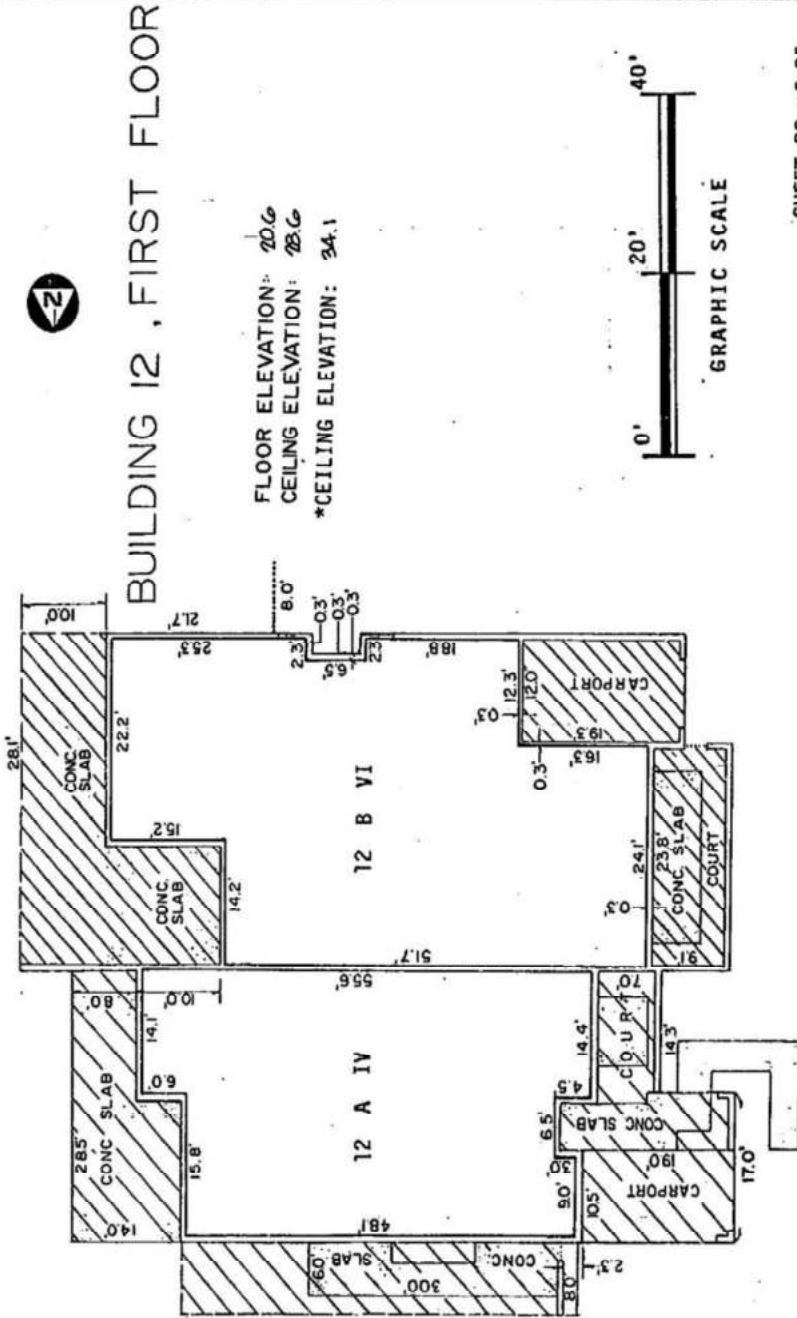
SENECH SHANKS  
Architects and Engineers, Inc.

\*SEE NOTE 1, SHEET 6 OF 25

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

# EXHIBIT NO. 1 TO THE DECLARATION OF CONDOMINIUM OF THE PALMS OF BOCA LAGO, A CONDOMINIUM

LOCATION OF CONDOMINIUM UNITS AND LOCATION OF  
COMMON AND LIMITED COMMON ELEMENTS.



\*SEE NOTE 1, SHEET 6 OF 25

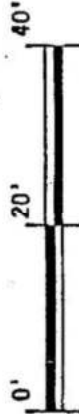
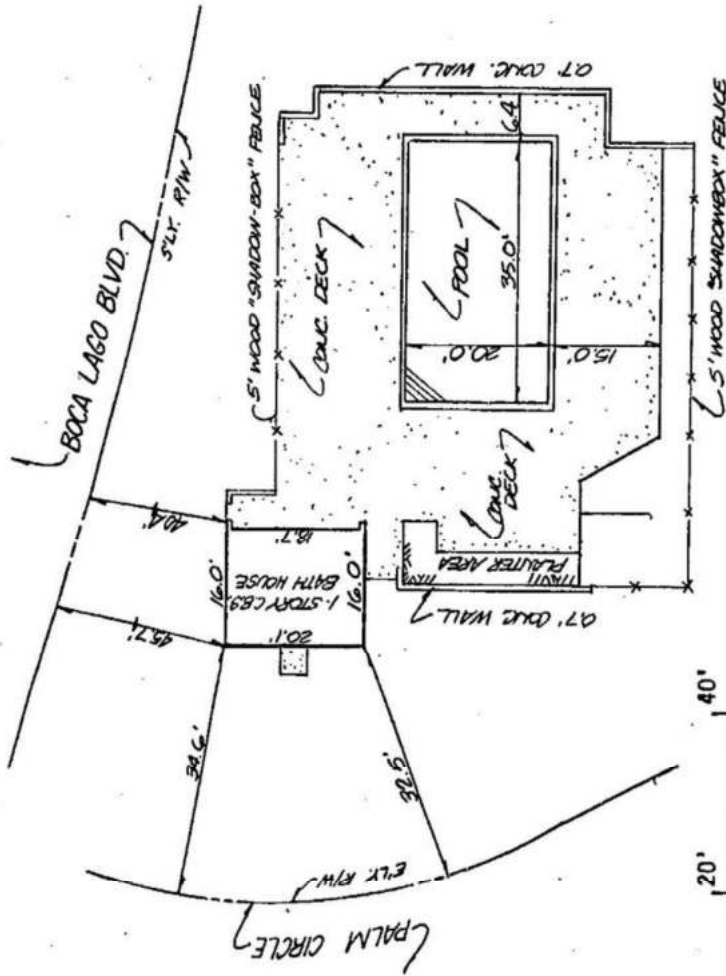
SHEET 23 OF 25

SEBENCHI MARK  
Architectural and Engineering Inc.

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
FORT LAUDERDALE, FLORIDA



EXHIBIT NO. 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE PALMS OF BOCA LAGO, A CONDOMINIUM  
COMMUNITY AREA



GRAPHIC SCALE

EXHIBIT NO. 2 TO THE DECLARATION OF CONDOMINIUM  
FOR THE PALMS OF BOCA LAGO, A CONDOMINIUM

<u>Unit</u>	<u>Undivided Share in the Common Elements (expressed as percentage)</u>
401AIII	2.524
401BIII	2.524
401CIII	2.524
401DIII	2.524
402AIII	2.524
402BIII	2.524
402CIII	2.524
402DIII	2.524
403AIII	2.524
403BIII	2.524
403CIII	2.524
403DIII	2.524
404AIII	2.524
404BIII	2.524
404CIII	2.524
404DIII	2.524
405AIII	2.524
405BIII	2.524
405CIII	2.524
405DIII	2.524
406AVI	3.410
406BIV	2.780
407AIV	2.780
407BVI	3.410
408AVI	3.410
408BIV	2.780
409AVI	3.410
409BVI	3.410
410AIV	2.780
410BVI	3.410
411AVI	3.410
411BIV	2.780
412AIV	2.780
412BVI	3.410
413AIV	2.780
413BIV	2.780

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