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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