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DECLARATION OF CONDOMINIUM
OF
BETHESDA PARK CONDOMINIUM

Bethesda Park Circle
Boynton Beach, Florida

This is not a certified copy

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Prepared by: Mary Viator
Reynolds and Reynolds
Suite 201
301 Crawford Boulevard
Boca Raton, Florida 33432

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EXHIBIT OF THE
DECLARATION OF CONDOMINIUM

EXHIBIT

1. Legal Description
2. Plot Plan
3. Unit Plan for Buildings
4. Percentage of Ownership

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DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

Made this 18 day of December, 1984, by BETHESDA PARK DEVELOPMENT CORP., registered and authorized to do business in the State of Florida, as fee simple owner of real property and seller of the improvements thereon, hereafter called the "Developer" for itself, its successors, grantors, assignees or their transferees,

WHEREAS, said Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, and future improvements to be constructed upon such lands, if any, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter referred to as "Condominium Act".

1.1 The name by which this condominium is to be identified is BETHESDA PARK CONDOMINIUM.

1.2 The address of this condominium and identification of each unit therein is: Building # 41, Bethesda Park Circle, Boynton Beach, Florida 33435.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership are those certain lands lying in the City of Boynton Beach, Palm Beach County, Florida, as described in Exhibit "1" attached hereto, and made a part hereof by reference, which shall hereinafter be referred to as "the land". Said lands shall be subject to conditions, restrictions, limitations, easements and reservations of record. The Developer intends to submit all phases to condominium ownership upon recording of the Declaration.

1.4 Covenants. All provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, or his heirs, executors, personal representatives, successors, administrators and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each unit as herein defined.

2. Definitions. The terms used in this Declaration and its exhibits, the Articles of Incorporation, the By-Laws and the Rules and Regulations of BETHESDA PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.

Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 Association. means BETHESDA PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and its successors.

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2.2 Assessments means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the individual owner, and may be regular or special assessment.

2.3 Board of Administration means the Board of Directors or other representatives solely responsible for administration of the Association.

2.4 By-Laws means the By-Laws for the government of the condominium as they exist from time to time.

2.5 Common element means the portions of the condominium property not included in the units or limited common elements and, in addition thereto, all other items as stated in this Declaration, and may include but not be limited to tangible personal property required for the maintenance and operation of the condominium.

2.6 Common expenses means the expenses for which the unit owners are liable, which shall include but not be limited to the following:

1. Expenses of administration and management of the condominium property, including insurance and fidelity bonds.
2. Expenses of maintenance, operation, repair or replacement of common elements.
3. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
4. Any valid charges against the condominium as a whole.
5. Any expenses or charges to or assessments by the Association as provided for in this Declaration, the Articles of Incorporation and/or the By-Laws.
6. Expenses of maintenance, operation, repair, administration and management of BETHESDA PARK CONDOMINIUM and BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.
7. Costs and expenses of capital improvements and betterments and/or additions to the common elements, including reserves for deferred maintenance and replacement.

2.7 Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

2.8 Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

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2.9 Condominium parcel means a unit together with the undivided share in the common elements and limited common elements which are appurtenant to the unit.

2.10 Condominium property means and includes the land in this condominium, whether or not contiguous, and all improvements intended for use in connection with the condominium.

2.11 Declaration, or Declaration of Condominium, means the instrument or instruments by which this condominium is created, and said instruments or instrument as they may be from time to time amended.

2.12 Limited common element means and includes those common elements which are reserved for the use of a certain unit and/or units to the exclusion of other units.

2.13 Member, as used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in this Declaration, the Articles and By-Laws, whether or not that person participates in the Association as a member.

2.14 Operations, or operation of the condominium means and includes the administration and management of the condominium property.

2.15 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate trust or mortgage which shall be acceptable to the Association.

2.16 Eligible Mortgage Holder. A holder of a first mortgage encumbering a condominium unit who has requested with respect to the property encumbered by such mortgage holder notice of condemnation or casualty loss; delinquency in payments of assessment and charges; lapse, cancellation or modification of insurance policy or bond; amendment of documents or termination of the project.

2.17 Developer means BETHESDA PARK DEVELOPMENT CORP., the developer.

2.18 Unit means a part of the condominium property which is subject to private ownership.

2.19 Unit Owner means the owner of the unit.

2.20 Utility Service, as used in the Condominium Act and as construed with reference to this condominium and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, garbage, trash, sewage disposal, solar energy, telephone and cable television.

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3. Condominium Description

3.1 Improvements.

1. Annexed hereto and made a part hereof as Exhibit 2 is the plot plan survey, site plan and graphic descriptions of all units, including their identification numbers, locations and dimensions and the Common Elements and Limited Common Elements. Together with this Declaration, said Exhibit is in sufficient detail to identify each of said units and the Common Elements and Limited Common Elements, their relative locations and approximate dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

2. Where more than one typical unit has been acquired by the same owner and combined into a single dwelling place, the typical unit plans may not reflect the interior plans of the combined units, but the exterior boundaries of the combined units remain the same. Should any unit be combined, combined units shall exist as separate units as described in the Declaration for the purposes of the Declaration, Articles of Incorporation, By-Laws, and assessments.

3.2 Plot Plan. A plot plan and survey of the lands comprising the Condominium locating the improvements constructed thereon, is attached hereto as Exhibit "2".

3.3 Unit Plans. All units are of the same or similar basic size and dimension. Attached hereto as Exhibit "3" is a unit plan for the buildings located at Building K, 41, Bethesda Park Circle, Boynton Beach, Florida 33435.

4. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1. Upper Boundary: The horizontal plane of the undecorated, finished ceiling.

2. Lower Boundary: The horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the vertical plane of the undecorated, finished interior of the walls bounding the unit extended to intersections of each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined. The boundaries of the unit shall not include all of those spaces and improvement lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceiling of each unit and further shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further shall exclude all pipes, ducts, wires, conduit, and other facilities running through any interior wall or partition for the utility services to other units and/or for common elements.

4.4 Patios. A unit shall include, as indicated on Exhibits 2 and 3, a patio. The boundaries of the patio shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the patio is appurtenant.

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4.5 Easements. Easements are expressly provided for and reserved in favor of the owners, occupants of the condominium building and their guests and invitees and utilities provided as set forth in Article 13 hereof and as reserved in the recorded documents, if any.

5. Ownership.

5.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple, or in any other estate in real property recognized by the law and it shall be subject to this Declaration and restrictions, reservations, limitations of record.

5.2 Association Membership. The owners of record of the units shall be members of the Association. There shall be one membership for each unit and if there is more than one record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit except that with respect to membership voting Article 14.7 shall control. Membership shall be acquired pursuant to the Articles of Incorporation and By-Laws of the Association, this Declaration and Article 14.6 and 14.7 of this Declaration.

5.3 Unit Owner's Rights. The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but not such use as shall hinder or encroach upon the lawful rights of owners and other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. Restraint upon Separation and Partition of Common Elements. The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with a unit. Any attempt to separate and/or action to partition the fee title to a condominium from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. Percentage of Ownership of Common Elements. Each of the unit owners of the condominium shall own an equal undivided interest in the common elements, equal to the following percentage: In Exhibit 4 attached herein which shows both Phase One and Two of this condominium, which percentages are derived by placing the total square footage of all units in the condominium in the denominator, with each unit's interest therein in the numerator.

8. Common Expenses and Common Surplus.

8.1 The common expenses to be borne by each unit owner shall be his proportionate share of the total expense and costs of the Association. Each unit owner shall be responsible for a portion of the common expense and costs. Such share shall be in the same percentage as the undivided share in the common elements appurtenant to his unit as set forth in Paragraph 7 of the Declaration hereinabove.

8.2 Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses. Such share shall be in the same percentage as the undivided share in the common elements appurtenant to his unit as set forth in Paragraph 7 of the Declaration hereinabove, or Exhibit 4 as attached hereto.

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9. Maintenance, Alterations and Improvements. Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units.

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

(a) All portions of a unit building contributing to the support of the unit building, which portions shall include, but not be limited to, outside walls of the unit building and all fixtures on its exterior, those portions of boundary walls not a part of the unit, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and, all such facilities contained within a unit that services part or parts of the condominium other than the unit within which contained;

(c) All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

(d) All parking spaces, including those which have been assigned as appurtenant to an apartment.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within his unit which, if omitted would affect the condominium in its entirety or in a part belonging to other owners or would affect other condominiums subject to the foregoing plan of development, being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

(b) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

(c) Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of balconies.

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

(e) Plumbing and electrical repairs within a unit shall be paid for and be a financial obligation of the unit owner, except as set forth in Paragraph 1.(b) hereinabove.

(f) Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another unit or units.

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

3. Alteration and Improvements.

(a) Except as elsewhere reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the unit building; or impair any easement, without first obtaining approval in writing of One Hundred Percent (100%) of all existing unit owners. A copy of plans for all such work prepared by an architect licensed to practice in the State shall be filed with the Association prior to the start of the work.

(b) Developer reserves the right to alter the boundaries between the units so long as Developer owns the units so altered; to increase or decrease the number of apartments and to alter the boundaries of the common elements and limited common elements, so long as the Developer owns the apartments abutting the common elements and limited common elements where the boundaries are being altered; provided no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the Institutional Mortgagee of apartments affected, where the said apartments are encumbered by individual mortgages or where they are included in an overall mortgage on the condominium building. Such amendment shall require the approval of One Hundred Percent (100%) of all existing unit owners.

9.2 Common Elements.

1. By the Association. The maintenance and operation of the common elements including the repair, maintenance, and replacement of any and all landscaping, and other improvements and facilities shall be the responsibility of the Association as a common expense.

2. Alteration and Improvement.

(a) After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than eighty (80%) percent of the members of the Association, if the cost of the same shall be a common expense which exceeds in cumulative expenditure for the calendar year the sum of Two Thousand Dollars (\$2,000.00). Any such alteration or improvement shall not interfere with the rights of any unit owner herein that acquires its title as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of a unit owner in the common elements, altered or further improved, whether or not the unit owner contributes to the costs of such alteration or improvements.

(b) Developer reserves the right to alter the boundaries between the units so long as Developer owns the units so altered; to increase or decrease the number of apartments and to alter the boundaries of the common elements and limited common elements, so long as the Developer owns the apartments abutting the common elements and limited common elements where the boundaries are being altered; provided no such change shall be made without amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the Institutional Mortgagee of the condominium parcel or elements affected, where the said parcels or elements are encumbered by individual mortgages or where they are included in an overall mortgage on the condominium property. Such amendment shall require the approval of One Hundred Percent (100%) of all existing unit owners of the Association.

9.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer (until it relinquishes its control) or any unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions, or the Association shall have the right to assess the unit owner and the unit for the necessary sum to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this Section, the Developer, until it relinquishes its control, and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

9.4 Consent to Unit Owner Management. If professional management has been previously required by any eligible mortgage holder or eligible insuror or guarantor, whether such entity became an eligible mortgage holder, insuror or guarantor at that time or later, any decision to establish or re-establish self-management by the Association shall require the prior consent of owners of units to which at least sixty-seven percent (67%) of the votes of the Association are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of unit subject to eligible holder mortgages.

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

1. Each of the Units shall be occupied only by an owner, his family, his servants and guests, or his lessees and their servants and guests as a resident and for no other purpose. See also Article 10.8 relative to lessees which is incorporated herein by reference.

2. Except as reserved to Developer, no Unit may be divided or sub-divided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the unit to be affected thereby.

3. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit building without the prior written consent of the Board of Administration of the Association, except as set forth in Article 10.5 hereinafter.

4. No clotheslines or similar devices shall be allowed on any patio or balconies of the condominium property, or any other part of the condominium property, without the written consent of the Board of Administration of the Association.

5. No unit owner shall make, allow or cause to be made any structural addition or alteration to his unit or to the common elements without the prior written consent of the Association.

6. There are Restrictions relative to keeping pets in the condominium and a Pet Permission Agreement, in writing, signed by the Association is required for each pet allowed. The term pet includes all types of animals. Pets must be carried or kept on a leash and are not permitted to commit a nuisance. These restrictions are found in Paragraph 4 of the Rules and Regulations.

7. There are Restrictions relative to children and the number of persons residing in the condominium in that reasonable supervision must be exercised when children are playing on the grounds and there shall be no more than two children per bedroom and no more than two persons per bedroom.

10.2 Common Elements and Limited Common Elements.
The common elements and limited common elements shall be used only for the purpose for which they are intended.

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

10.4 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and, all valid laws, zoning ordinances and regulations and health codes of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs. No signs shall be displayed from a unit or on common property except such signs as shall have advance written approval by the Owner or the Board of Administration of the Association. PROVIDED however, that the Developer reserves the right to post any and all signs while the Developer retains ownership of any unit or portion of the condominium property and such right may be exercised without the prior approval of the Board of Administration of the Association. See Article 20 hereinafter.

10.6 Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit "5".

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

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10.8 Leasing. After approval by the Association as elsewhere required, entire units may be leased, provided the occupancy is only by the lessee, his family, servants and guests and further provided that all provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations are applicable to and enforceable against any person or persons occupying a unit to the same extent as to the unit owner.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any unit owner other than the Owner and Seller shall be subject to the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe.

11.1 Transfer Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

2. Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

3. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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

5. Other Transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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

1. Notice of Association.

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

(b) Lease. A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information as the Association may reasonably require, and an executed copy of the proposed lease, which should specify that it is conditioned upon approval by the condominium association.

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

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

2. Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice-President and Secretary or by the President or a Vice-President and having a corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Palm Beach County, Florida, at the expense of purchaser, said approval to be in the form as Exhibit of the Declaration.

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

(c) Gift, Devise, Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the unit owner and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

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

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

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

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

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

(d) A certificate of the Association executed by its President or a Vice-President and Secretary, or by its President or a Vice President and having the corporate seal affixed, and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

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

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

11.4 Mortgage. A unit owner may mortgage his unit, or any interest therein, upon written notice to such notice shall provide the Association with the terms of the mortgage, the correct name and address of the mortgagee, and information relative to the place and date of recording the mortgage.

11.5 Exceptions. The foregoing provision of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, federal savings and loan association, or mortgage company which acquires titles as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer sale or lease by a bank, life insurance company federal savings and loan association or mortgage company which so acquired its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of section 11 apply to the sale or lease of any unit by the Developer.

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11.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.7 Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect the title of his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

11.8 Purchase of Units by Association.

The Association shall have the power to purchase units, subject to the following provisions:

1. Decision. The decision of the Association to purchase a unit shall be made by its Administrators; without approval of its members except as hereinafter provided.

2. Limitation. If at any one time the Association be the owner or agreed purchaser of two or more units, it may not purchase any additional unit without the prior written approval of eighty (80%) percent of members eligible to vote thereon. Provided, however that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

3. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by the Association.

12. Parking Space. -The following provisions will be applicable to the transfer and assignment of Parking Spaces:

12.1 Assignment of Parking Spaces. Each unit is assigned a parking space as a Limited Common Element which is identified, described and located on Exhibit "2". (Plot Plan) Upon the conveyance by the Developer of such parking space in the Limited Common Elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge therefore by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against a unit as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all units for purposes of assessment. Upon such conveyance, the owner of the unit to whom such conveyance is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of or passing of title to the unit to which a parking space

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conveyance is made, such interest in the Limited Common Element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit. Parking spaces designated as Guest Parking Spaces shall be a part of the Common Elements and shall be under the control and jurisdiction of the Condominium Association except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium provided in Paragraph 19.

12.2 Restrictions on Separate Transfer of Parking Spaces. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, or passing of title to the unit to which it is appurtenant.

13. Easements. Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose and shall survive the termination of the Condominium and the exclusion of any of the lands of the condominium from the condominium. The Developer reserves unto itself the right to amend these documents to provide for easements in these two of the condominium such as those easements delineated in paragraph 13 through 13.10.

13.1 Utilities. As may be required for utility services in order to adequately serve the Condominium, provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

13.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lands, and walks, as the same may from time to time exist, upon the common elements, and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes; such easement shall be for the use and benefit of the unit owners, the Seller as defined herein and all those claiming by, through and under the aforesaid, provided however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes and further, provided that nothing herein shall be construed to give or create a public right-of-way.

13.3 Support. Every portion of a unit contributing to the support of the unit building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4 Perpetual Non-Exclusive Easement in Common Property. The common property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

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This easement shall not apply to the Unit Building and the real property contained therein prior to the improvements therein and thereon having been completed by the Developer.

13.5 Right of Entry Into Private Dwelling in Emergencies. In case of emergency originating in or threatening any units, regardless of whether the owner is present at the time of such emergency, the Board of Administration of the Association, or any other person authorized by it, or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to such unit.

13.6 Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Property, the owner of each unit shall permit other owners or their representative, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7 Easement for Unintentional and Non-Negligent Encroachments. In the event that any unit shall encroach upon any Common Elements or upon any other apartment for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment onto the Common element or other apartment for so long as such encroachment shall naturally exist, and, in the event that any portion of the Common Element shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the Common Element into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space. An exclusive easement exists for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

13.9 Easements Exist for encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit.

13.10 Easements Exist for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

14. Association. In order to provide for the efficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as Bethesda Park Condominium Association, Inc. has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, By-Laws and the rules and regulations promulgated by the Association from time to time.

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14.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "6".

14.2 The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit "7".

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

14.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

14.5 Approval or Disapproval of Matters. Whenever the decision of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership. The record owners of all units in this condominium shall be members of the Association and no other persons or entities shall be entitled to membership except for subscribers to the Articles. Membership shall be established by acquisition of ownership of fee title to or fee interest in a condominium parcel in said condominiums, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Palm Beach County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded Deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated. Membership shall be subject to the forms of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations.

14.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

14.8 Availability of Records: The Association shall be required to make available for inspection, upon request, during normal business hours to unit owners, lenders and holders, insurers or guarantors of any first mortgages current copies of the Declaration, By-Laws, Rules, books, records and financial statements of the Association.

15. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased

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by the Association for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees or unit owners and the unit owners appoint the Association or any Insurance Trustee with whom such Association may enter into an Insurance Trust Agreement or any successor trustee as attorney-in-fact for the purpose of purchasing and maintaining insurance, collection and disposition of proceeds, negotiations of losses, execution of releases and documents, and all other acts necessary to accomplish such purpose. Such coverage shall include Directors or Administrators liability coverage. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be such as are commonly acceptable to prudent lenders generally, must be written by insurance carriers authorized to do business in the State of Florida, and with offices or agents in Palm Beach County, Florida, having a Best's Key Rating class of VI or better, and must provide that they may not be cancelled or modified without 10 days prior written notice to the Association and each scheduled first mortgagee. Endorsements to the mortgagees shall be held in the custody of the mortgagees.

15.2 Coverage.

Casualty. All buildings and improvements upon the land including units and all personal property of the Association included in the condominium property are to be insured in an amount equal to one hundred (100%) percent of the replacement value, excluding foundations and excavation costs, as determined annually by the Board of Administration of the Association, and all such insurance must be obtained, if possible, from the same company. Policies must provide a waiver of the right of subrogation against unit owners individually, must not be prejudiced by any act or neglect of individual unit owners not in control of the owners collectively, and must be primary in the event a unit owner has other insurance covering the same loss. Such coverage affords protection against:

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

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

(c) If the condominium is ever determined to be located within an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program, the Association must obtain and pay for premiums on a master or blanket policy of flood insurance on the building and the insurable property in an amount not less than the maximum coverage available on any insurable property within a designated flood hazard area, or 100% of current replacement cost of such buildings and other insurable property.

(d) Coverage shall not be less than One Million (\$1,000,000.00) Dollars for bodily injury,

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2. Public Liability in such amounts and with such coverage as shall be required by the Board of the Association, with cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

3. Workmen's Compensation as shall be required to meet the requirements of the law.

15.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured. All insurance policies purchased by the Association shall be in the name of Bethesda Park Condominium Association, Inc. for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to the Association in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares: See Exhibit to this Declaration.

but which shares need not be set forth in the records of the Association.

1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in the condominium, the shares of each unit owner being the same as his share in the common elements, as same as hereinabove stated.

2. Units. Proceeds on account of units shall be held in the following undivided shares:

(a) Partial destruction. When the buildings are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered in each unit owner.

(b) Total destruction. When there is total destruction or when the buildings are not to be restored, to the owners of all units in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owner as their interest appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings.

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

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

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2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. Certificate. In making distribution to unit owners and their mortgagees, the Association may rely upon the certificate of the Secretary as to the names of the unit owners and their respective shares of the distribution.

4. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust and pay claims arising under insurance policies purchased by the Association. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into any insurance trust agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance.

15.6 Fidelity Bonds. The Association shall acquire, maintain and pay for fidelity bonds for all officers, administrators, trustees and employees of the Association and for all other persons responsible for the funds of the Association in such amounts as shall be determined in the best business judgment of the Board of Administration. Such bonds shall not be less than the maximum amount of funds, including reserves, in custody of the Association or its agent, at any given time and in no event shall be less than the aggregate of three (3) months assessments on all units plus reserve funds.

1. fidelity bonds shall name the Owners Association as an obligee;

2. the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

3. the premiums on all bonds required herein for the Owners Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Owners Association as a common expense;

4. the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Owners Association, or, if a condominium project, to any Insurance Trustee and each Servicer in behalf of FNMA.

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16. Reconstruction or Repair - After Casualty.

16.1 Determination to reconstruct or repair.

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided herein that the condominium shall be terminated. See Article 21 and Article 16.1.2.

2. Unit Building.

(a) Lesser damage. If the damaged improvement is a part of the unit building, and if units to which fifty (50%) percent or less of the common elements or appurtenances are found by the Board of Administrators of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Major damage. If the damaged improvement is part of the building, and if units to which more than fifty (50%) percent of the common elements or appurtenances are found by the Board of Administrators to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of eighty (80%) percent of the common elements agree in writing to such reconstruction and repair.

3. Certificate. The Association may rely upon a Certificate of the Board made by the President and Secretary to determine whether or not the damaged property is to be constructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the Declaration and the original plans and specifications unless other action is approved by the Board of Administration of the Association, and eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages.

16.3 Partial Condemnation or Destruction. In any partial condemnation or partial destruction where a reallocation of interest in the common areas is required, no reallocation shall be effected without the prior approval of eligible holders holding mortgages on all remaining units existing in whole or in part, and having at least 51 percent of the votes of such remaining units subject to eligible holder mortgages.

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

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16.5 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

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

16.7 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

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

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than Two Thousand Dollars (\$2,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association in accordance with the provisions herein. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Association to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

(b) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Two Thousand Dollars (\$2,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

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(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Two Thousand Dollars (\$2,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

(e) Certificate. The certificate of the Association made by its President and Secretary as to any or all sums paid by unit owners upon assessments deposited to the Association, as to disbursements from the construction fund upon order of the Association and approval of an architect if required, and upon disbursements made from the reconstruction fund, and whether surplus funds to be distributed are less than the assessment paid by the owners may be relied upon; provided, that when a mortgagee is herein required to be named as payee, the Association shall also name any such mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the reconstruction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association for disbursements in payment of costs of reconstruction and repair.

16.9 Condemnation. The Association shall have the sole right to and shall represent the unit owners in any condemnation proceedings, negotiations, settlements and agreements with respect to the common areas of any part thereof.

The Association or any Trustee appointed by the Association shall receive the award or proceeds of settlement in condemnation, for the use and benefit of the unit owners as their interests may appear.

17. Assessments.

The Association through its Board of Administration shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expense and shall assess the members for said sums. Assessments shall be collected on a monthly basis, or specially, and the making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

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17.1 Share of the Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, such shares being heretofore set forth. The Association shall establish and maintain out of regular assessments for common expenses an adequate reserve fund for periodic maintenance, repair and replacement of improvements which the Association is obligated to maintain. A unit owner, regardless of how title is acquired, including without limitation, a purchase at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

17.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use of enjoyment of any common element or by abandonment of the unit for which the assessment is made.

Interest, Application of Payments. Assessments and installments on such assessments paid more than ten days after date when due as otherwise set forth in the documents of established by the Board of Administration pursuant to its authority, shall bear interest, at the highest rate permitted by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien For Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments for the enforcement of such lien, together with all sums advanced and paid by the association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use, charges and operation costs likewise referred to as common expenses. PROVIDED HOWEVER, that the lien, fees, late charge, fines and interest in connection with unpaid assessments shall be subordinated to the lien of the first mortgagee on any unit from and after the date of recordation of the first mortgagee's interest in any unit.

17.5 Collection and Foreclosure. The Board of Administration may take such action as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel 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.

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17.6 Developer is excused from payment of the share of common expenses and assessments related to units owned by the Developer for that period of time subsequent to recordation of the Declaration of Condominium terminating the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit herein occurs, pursuant to Florida Statute 718.116(8)(a). The Developer shall pay the portion of the common expenses incurred during said four (4) month period which exceed the amount assessed against other unit owners.

17.7 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the institutional mortgage, or when an institutional mortgagee of record accepts a deed of said condominium parcel in lieu of foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Said unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquiring title, whether as a result of foreclosure, or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner by virtue of the acquisition of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires any interest in a unit, except through foreclosure of an institutional mortgage of record, as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the unit or the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

17.8 Assignment of Claim and Lien Rights. The Association acting through its Board of Administration shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Owner, or to any unit owner or group of unit owners, or to any third party.

17.9 Unpaid Assessments - Certificates. Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

17.10 Working Capital Fund. Each unit owner purchasing from Developer shall contribute two (2) months estimated working capital to the Association at time of closing. The Developer shall contribute the two (2) months contribution to the working capital fund within sixty (60) days after the date of the conveyance of the first unit, for each unsold unit. Developer shall be reimbursed for said contribution by each successive sale of the units for which he has made the required contribution hereunder. Provided, however, that capital contribution funds, which are payable to the Association, may not be used by the Developer to offset any deficit or for reimbursement purposes on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. Successive purchasers from original purchasers shall reimburse original purchasers for the contribution to working capital and the owners shall not be given a hiatus in payments based upon the said two months contribution herein.

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18. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

18.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements.

18.2 Costs and Attorneys Fees. In any proceeding arising because of alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded by the Court.

18.3 No Waiver of Rights. The failure of the Association or any unit owner to enforce covenants, restrictions or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute waiver of the right to so do thereafter.

19. Amendment of Declaration. Except for the rights of the Developer and as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

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

1. Not less than seventy-five (75%) percent of the votes of the entire membership of the Board of Administration and not by less than seventy-five (75%) percent of the votes of the entire membership of the Association; and approval of eligible holders holding mortgages on unit estates which have at least sixty-seven (67) percent of the votes of units subject to eligible holder mortgages; or

2. Not less than eighty percent (80%) of the votes of the entire membership of the Association; and approval of eligible holders holding mortgages on unit estates which have at least sixty-seven (67) percent of the votes of units subject to eligible holder mortgages; or

84425 P0804

3. Until the Developer transfers control of the Association to the unit owners, only by approval of all of the Administrators, provided the amendment does not increase the number of the units or alter the boundaries of the common elements and provided the Developer assents to the amendment.

4. Any amendment adopted pursuant to the provisions of paragraph 19.2 shall not materially adversely affect the property rights of unit owners.

19.3 Proviso. No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and, no amendments shall change any unit's share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

19.4 Approval in Absence of Response. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

19.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

20. Developer's Units and Privileges.

20.1 The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units, and appurtenances comprising this condominium. Therefore, the Developer until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. The Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to the right to maintain models, have signs, have staff employees, maintain offices, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

84425 P0805

20.2 Notwithstanding anything in this Declaration to the contrary during the period of time subsequent to recording the Declaration of Condominium terminating the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit herein occurs, the units owned by the Developer shall not be subject to assessments as provided for in this Declaration of Condominium except that Developer shall pay the portion of common expenses incurred during said period which exceed the sum assessed against other unit owners. Developer shall collect from each unit owner upon closing any contributions made by Developer to the Association and contributions made by Developer to the Association for the "parking capital fund" equivalent to two month's estimated maintenance for each unit purchased by the unit owners.

20.3 Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in Bethesda Park Condominium.

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

21.1 Destruction. In the event that it is determined in Article 21.1.2 that the unit buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated, provided, however, that each unit owner's share in the surplus or in any proceeds of insurance and in the underlying land shall be distributed to the unit owners and their mortgagees according to their prorata interest therein as established under the pre-existing condominium form of ownership. Provided, further that the Association shall serve as trustee for the member/unit owners until full distribution of all assets is made. Provided further that such termination shall require the approval of eligible holders holding mortgages on unit estates which have at least 51 percent of the votes of unit estates subject to eligible holder mortgages, and the consent of unit owners having 67 percent of the votes in the Association.

21.2 Agreement: The condominium may be terminated by the approval in writing of 67% of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than ninety percent (90%) of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

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

B4425 P0806

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

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

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

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

21.4 Shares of Owners After Termination. Upon the termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' unit prior to the termination.

21.5 Amendments. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon units.

22. Rights of Eligible Mortgage Holders, Insurers or Guarantors. Upon written request to the owners Association identifying name and address of the holder, insurer or guarantor and the unit number, any such eligible mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor as applicable;

b. Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

c. Any lapse, cancellation or material modifications of any insurance policy of fidelity bond maintained by the Owners Association;

d. Any proposed action which would require the consent of specified percentage of eligible mortgage holders as specified herein.

B4425 P0807

e. Upon written request, an audited financial statement for the immediately preceding fiscal year, at no cost to the requested party. Such statements shall be furnished within a reasonable time following such request.

23. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, or his heirs, executors, personal representatives and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

24. Severability and Invalidity.

24.1 The invalidity in whole or in part of any covenant or restrictions of any section, subsection, sentence, clause, phrase, or word, or other provisions of the Declaration of Condominium, the Articles of Incorporation, By-Laws, Rules and Regulation of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

24.2 In the event any court shall hereafter determine that any provision of the Declaration of Condominium as originally drafted, or as amended, violate the rule against perpetuities or any other rules of law because of the duration of the period involved, and period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to a maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

25. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the operation of a condominium in accordance with the laws made and provided for same: Chapter 718 of the Florida Statutes.

26. Plan of Phase Development

A. (1) The Developer is developing the land according to a plan of development (the "Plan") as set forth in Article 26 of the Declaration of Condominium as provided for by Section 718.403 of the Act.

(2) Attached to the Declaration and made a part thereof as Exhibit 2 is the Plot Plan which shows the configuration of Phases One and Two, their locations on the land and the improvements to be located thereon. The Condominium will consist of twelve (12) buildings (referred to as the "Buildings") containing a total of forty-eight (48) units.

3. The recreational facilities will be built in either Phase I or Phase II.

4. Phase Two, shall consist of the portion of the adjacent land more particularly described in Exhibit 1 attached to the Declaration and made a part hereof (the "Phase Two Land"), and those improvements including, but not limited to, the buildings and parking facilities.

C. The number and general size of the units to be included in Phase Two, are described on Exhibit 2 and made a part hereof.

D. Exhibit 4 lists the percentage ownership in the Common Elements of each unit in the Condominium.

E. Completion of Phase Two will have the impact of increasing the number of units in the Condominium and consequently the number of persons using the Common Elements. Phase Two unit owners are specifically authorized to use the Common Elements of the condominium and shall have one (1) vote in the Association for each unit owned.

F. The latest date of completion of Phase Two is July 18, 1989.

G. The Developer shall notify all unit owners of the commencement of construction of Phase Two. Any notice required by the provisions of this paragraph shall be by certified mail, addressed to each unit owner at the address of his unit or at his last known address as set forth in the Books of the Association.

H. Time share estates shall not be created with respect to units in any phase of BETHESDA PARK CONDOMINIUM.

IN WITNESS WHEREOF, BETHESDA PARK DEVELOPMENT CORP., a Florida corporation, has caused this Declaration of Condominium to be signed in its name by its Officers on the 18 day of December, 1984.

Signed, sealed and delivered in the presence of:

James J. Spang
Morine V. P. Pugh

BETHESDA PARK DEVELOPMENT CORP.

BY: [Signature]
President

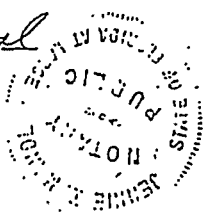
Attest: [Signature]
Secretary (Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
Broward

On this day personally appeared before me the undersigned authority, the President and Secretary of BETHESDA PARK DEVELOPMENT CORP., respectively and acknowledged before me that they executed the foregoing Declaration of Condominium as and that the foregoing instrument is the act and deed of BETHESDA PARK DEVELOPMENT CORP.

WITNESS my hand and official seal this 19th day of December 1984.

[Signature]
Notary Public (Seal)



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 16, 1987
BONDED THROUGH MURDOCK-WASHINGTON INC

84425 P0809

MORTGAGEE JOINDER

IN WITNESS OF THE DECLARATION OF CONDOMINIUM for BETHESDA
PARK CONDOMINIUM, located upon the real property described in
Exhibit One (a) attached to the Declaration of Condominium therefor,
DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION, 1001 North Dixie Highway,
Lake Worth, Florida 33460, by and through its undersigned officer,
has this date consented to and joined in the Declaration of Condominium,
said joinder and consent in no way abrogating the encumbrance of
said mortgagee.

Signed, sealed and delivered in the presence of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION

Robert K. Beatty

By: F. Lowell Conlan, Jr.
Title: Senior Vice President

Lee W. Brunker

STATE OF FLORIDA)
 : ss.:
COUNTY OF DUVAL)

On this day personally appeared before me, the undersigned
authority, F. Lowell Conlan, Jr., as Senior Vice President
of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION, and he acknowledged
before me that he executed the foregoing Mortgagee Joinder in the
Declaration of Condominium as such officer, and that the foregoing
instrument is the act and deed of DUVAL FEDERAL SAVINGS AND LOAN
ASSOCIATION.

Witness my hand and official seal at Jacksonville, Duval County,
State of Florida, this 20th day of December, 1984.

Deneane K. Mantell
Notary Public
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Apr. 13, 1987

84425 P0810

EXHIBIT I

TO

DECLARATION OF CONDOMINIUM
AND PROSPECTUS OF
BETHESDA PARK CONDOMINIUM

LEGAL DESCRIPTION FOR PHASE I AND II, BETHESDA PARK
BOYNTON BEACH, FLORIDA

(BOTH PHASES ARE BEING SUBMITTED TO CONDOMINIUM OWNERSHIP UPON
RECORDING OF THE DECLARATION OF CONDOMINIUM.)

LEGAL DESCRIPTION PHASE I

Lot 1, Bethesda Park Plat (P. U. D.), as recorded in Plat Book 46,
Page 77, in the Public Records of Palm Beach County, Florida.

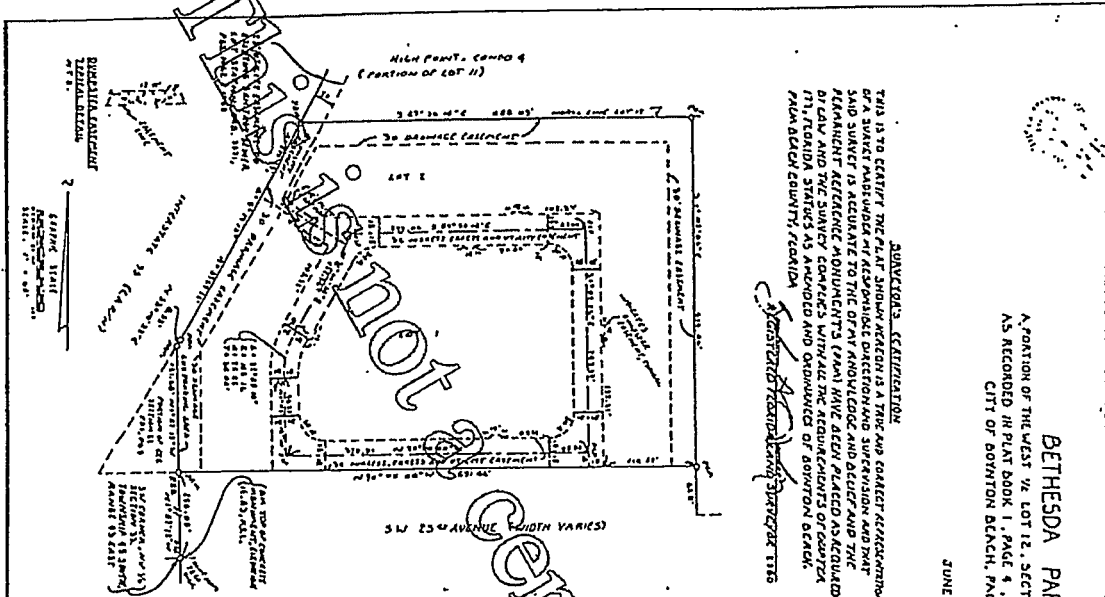
LEGAL DESCRIPTION OF PHASE II

Lot 2, Bethesda Park Plat (P. U. D.), as recorded in Plat Book 46,
Page 77, in the Public Records of Palm Beach County, Florida.

07425 P0811

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

EXHIBIT TWO
 BETHESDA PARK CONDOMINIUM
 PLOT AND SITE PLAN



BETHESDA PARK PLAT (P.U.D.)
 A PORTION OF THE WEST 1/4, SECTION 23, TOWNSHIP 43 SOUTH, RANGE 43 EAST,
 AS RECORDED IN PLAT BOOK 1, PAGE 4, PALM BEACH COUNTY, FLORIDA,
 CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

JUNE, 1963

DIRECTIONS, CERTIFICATION
 THIS IS TO CERTIFY THE PLAT SHOWS HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY A REGISTERED SURVEYOR AND SUPERVISOR AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND THE NEAREST REFERENCE MONUMENTS (SPRUE) HAVE BEEN PLACED AS SHOWN ON SAID PLAT AND THE SURVEY COMPLETES WITH ALL THE REQUIREMENTS OF CHAPTER 171, FLORIDA STATUTES AS AMENDED AND ORDINANCES OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
 BULLINGTON A. GENTRY, A.C. 7541, LAND SURVEYOR
 NO. 1310
 PALM BEACH COUNTY, FLA.

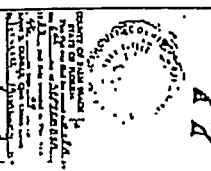
DESCRIPTION

AND ALL NEW BY THE SURVEYOR... THE SURVEYOR HAS CAUSED THE SAID CONDOMINIUM TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON AND HAS CAUSED THE SAID CONDOMINIUM TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON AND HAS CAUSED THE SAID CONDOMINIUM TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON... THE SAID CONDOMINIUM HAS CAUSED THESE INSTRUMENTS TO BE SIGNED BY ITS PRESIDENT AND ITS SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 15th DAY OF MAY, 1963.

ACKNOWLEDGEMENT

BEFORE ME PERSONALLY APPEARED MANLYN REED, PRESIDENT OF THE SAID CONDOMINIUM, AND HE DECLARED TO ME TO BE THE INDIVIDUAL, AS IDENTIFIED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF THE SAID CONDOMINIUM... I, the undersigned, a duly licensed attorney at law in the State of Florida, do hereby certify that the foregoing instrument is the true and correct copy of the original instrument as the same appears in my records... WITNESS MY HAND AND SEAL THIS 15th DAY OF MAY, 1963.

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FORBIDDEN EXECUTION

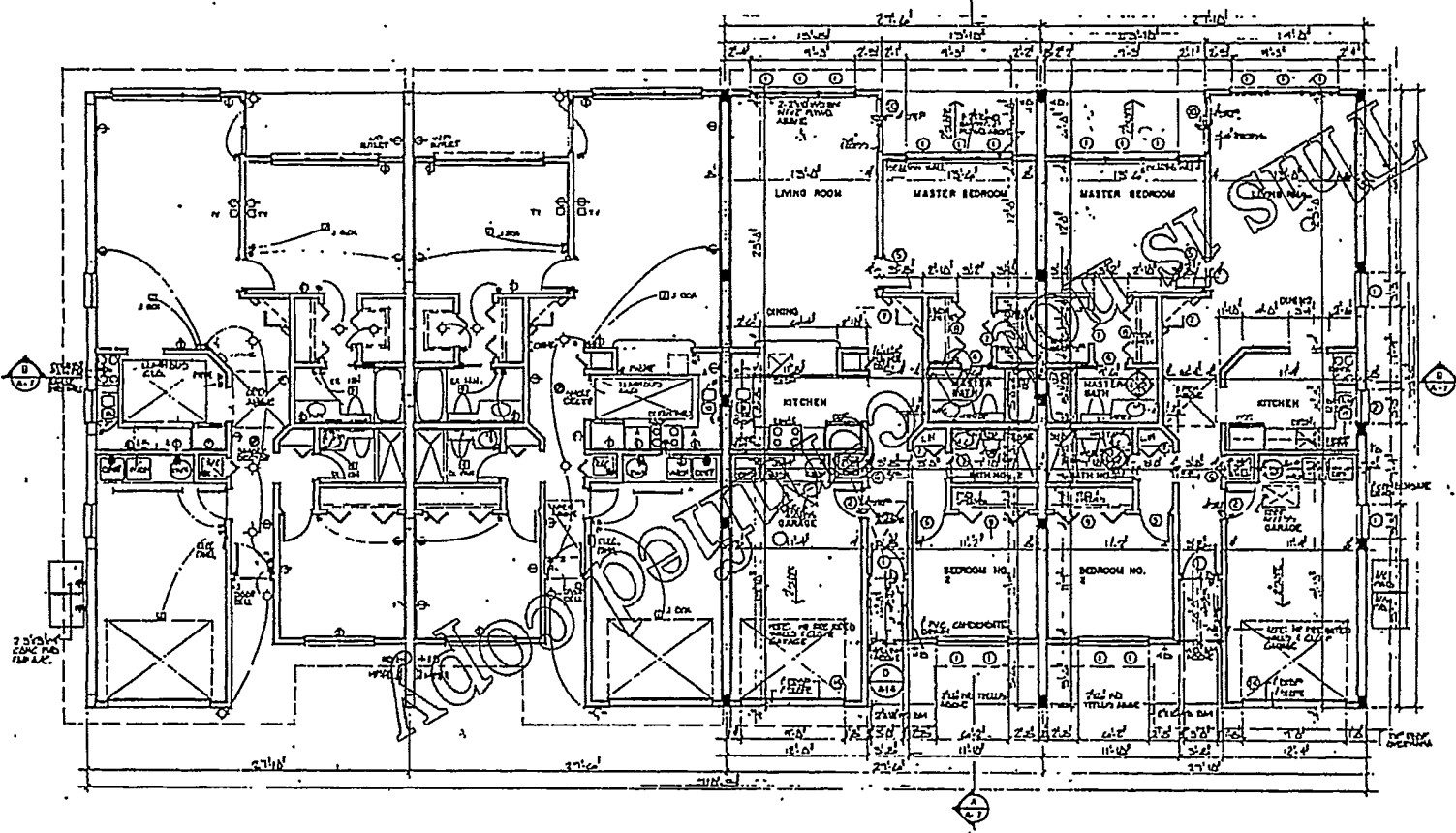
THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE REGISTERED SURVEYOR AND SUPERVISOR OF THE SAID SURVEY AND THAT HE HAS CAUSED THE SAID CONDOMINIUM TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON... THE SAID CONDOMINIUM HAS CAUSED THESE INSTRUMENTS TO BE SIGNED BY ITS PRESIDENT AND ITS SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 15th DAY OF MAY, 1963.

ACKNOWLEDGEMENT

BEFORE ME PERSONALLY APPEARED MANLYN REED, PRESIDENT OF THE SAID CONDOMINIUM, AND HE DECLARED TO ME TO BE THE INDIVIDUAL, AS IDENTIFIED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF THE SAID CONDOMINIUM... I, the undersigned, a duly licensed attorney at law in the State of Florida, do hereby certify that the foregoing instrument is the true and correct copy of the original instrument as the same appears in my records... WITNESS MY HAND AND SEAL THIS 15th DAY OF MAY, 1963.

2180 P 52448

B4425 P0813



DODD BRIDGES & ASSOCIATES
INC. P. A.
ARCHITECTS
108 N. 6TH
DULUTH GARDEN
P. O. BOX 1000
DULUTH, MINN.

BETHESDA
PARK
BOTHOM
BEACH

FLOOR PLAN,
ELECTRICAL

FOUR PLEX
UNIT

8063

THIS PLAN IS THE PROPERTY OF DODD BRIDGES & ASSOCIATES, INC. AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DODD BRIDGES & ASSOCIATES, INC. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY DODD BRIDGES & ASSOCIATES, INC. IN WRITING.

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1/2" = 1'-0"

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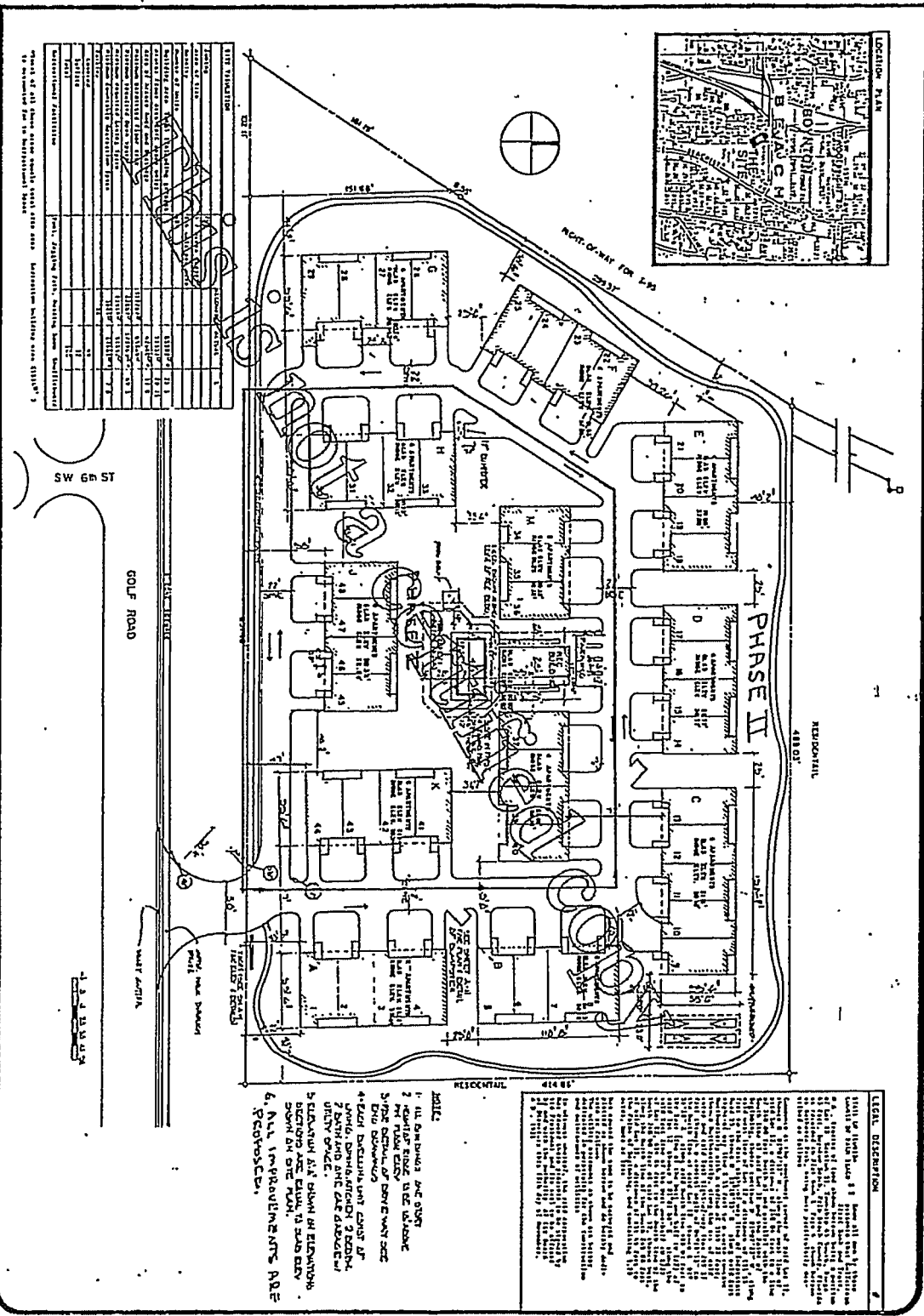
LIVING AREA
GARAGE
TOTAL
1274 SQ. FT.
742 SQ. FT.
1516 SQ. FT.

EXHIBIT THREE - BETHESDA PARK CONDOMINIUM

UNIT PLANS

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

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LINE	DESCRIPTION	REMARKS
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- NOTES:
1. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. DIMENSIONS OF EXISTING WALLS ARE TO CENTERLINE.
 4. EXISTING DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. EXISTING DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL IMPROVEMENTS ARE TO BE COMPLETED.

LEGAL DESCRIPTION

...

8063

SITE PLAN

BETHESDA PARK

RECREATION AREA

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EXHIBIT THREE - BETHESDA PARK CONDOMINIUM RECREATION AREA

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

AFFIDAVIT OF SURVEYOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared BURL GENTRY, of GENTRY ENGINEERING and LAND SURVEYING INC., who being by me first duly sworn, on oath, deposes and says:

1. That Affiant is the President of GENTRY ENGINEERING and LAND SURVEYING, INC.
2. That he is a duly qualified land surveyor registered and licensed to perform land surveys in the County of Palm Beach, State of Florida.
3. That he performed a land survey at the request of Bethesda Park Development Corp., Inc., of property located in the City of Boca Raton, County of Palm Beach, State of Florida on or about the 4th day of JUNE, 1983.
4. That Affiant has reviewed the Declaration of Condominium and Prospectus of Bethesda Park Condominium Plot and Site Plan and the legal descriptions contained in Exhibits 1 and 2 thereof, and states that the property described in said legal descriptions are one and the same.

FURTHER AFFIANT SAITH NAUGHT.

GENTRY ENGINEERING AND
LAND SURVEYING, INC.

BY: [Signature]
BURL GENTRY, PRESIDENT

SWORN TO and subscribed to before me this 19 day of July, 1984 in the County and State last aforesaid.

[Signature]
NOTARY PUBLIC, State of Florida

My commission expires:
Notary Public, State of Florida
My Commission Expires April 13, 1987
Bonded by [unclear]

B4425 P0816

EXHIBIT 4
TO
DECLARATION OF CONDOMINIUM
AND PROSPECTUS OF
BETHESDA PARK CONDOMINIUM
PERCENTAGE OF OWNERSHIP

Phase 1.

Owners of units in Phase 1 will each have a 1/19th share of the total number of units in Phase 1.

(Total units 19)

Phase 2.

Owners of Units in Phase 2 will each have 1/48th share of the total number of units in the Condominium.

(Total units are 48 in Phases 1 and 2)

All units in Phases 1 and 2 are of equal size.

B4425 P0817

BETHESDA PARK CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Administration of the Condominium Association and shall apply to and be binding upon all unit owners. The unit owners shall at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies to which the Condominium Association shall be entitled. The Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Administration may, from time to time, adopt, and amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. Any waivers, consents or approval given under these Rules and Regulations by the Board of Administration shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Administration. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported to the Manager or member of the Board of Administration of BETHESDA PARK CONDOMINIUM in writing or to an individual named by the Board and not orally to the Board of Administration or to the Officers of the Association.

B. Violations will be called to the attention of the violating owner by the Manager of BETHESDA PARK CONDOMINIUM if any, or appointed member of the Board and the Manager or Board Member will also notify the appropriate committee of the Board of Administration.

C. Disagreements concerning violations will be presented to and be judged by the Board of Administration which will take appropriate action.

2. FACILITIES:

The facilities of the condominium are for the exclusive use of the Association members, lessees, resident house guests, and guests accompanied by a member. No guest or relative of any member or lessee other than a house guest or relative actually in residence shall be permitted to use the recreational facilities unless accompanied by a resident member or the family of such owner or lessee. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of unit owner responsible for the damage or the unit owner where such resident or guest is residing, staying or visiting.

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3. NOISE

In order to insure the owners' own comfort and that of all unit owners, radio, hi-fi, and television sets should be turned down to a minimum volume between the hours of 11:00P.M. and 8:00A.M. All other unnecessary noises, for example, but not limited to, bidding goodnight to departing guests, and slamming car doors between the above hours should be avoided.

The Board may require a unit owner to carpet or place area rugs or other noise reduction devices in the bathroom, living room, dining room and/or bedroom of a unit in order to curtail noise disturbing other unit owners.

PETS

No bird, reptile or animal shall be kept or harbored in the condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association in its sole discretion deems to be in the best interest of the condominium as a whole. Such permission in one instance for one pet shall not be deemed approval in any other instance for another pet and any such permission may be revoked at any time in the sole discretion of the Association. In no event shall dogs be permitted in any of the public portions of the condominium unless carried or leashed. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. Permission for ownership of pets shall not be unreasonably withheld and in any event seeing eye dogs shall be approved where they are required for the assistance of sightless unit owners or their family members. The form for Pet Permission Agreement is attached hereto as Exhibit 1.

- A. No animals owned by members shall be allowed to commit a nuisance on any public portion of the condominium building or grounds, except in areas specifically designated by the Association.
- B. An authorization in writing to keep pets will expire when a member's pet dies or is disposed of.
- C. Pets shall include all types of animals, such as dogs, cats, parrots, frogs, reptiles, turtles, etc.
- D. All pets should be carried in the arms of the owner. If this is not physically possible, they should be restrained and kept on a leash.
- E. Lessees, resident house guests or visitors may not at any time have a dog or any other pet at the condominium, except with the consent of the Association.

5. OBSTRUCTIONS

Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. No sign, notice or advertisements shall be inscribed or exposed on or at any window or other part of the condominium except such as shall have been approved in writing by the Association nor shall anything be projected out of any window in the condominium without similar approval. No radio, or television aerial or antenna shall be attached to, or hung from the exterior of the condominium or the roof thereon.

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6. CHILDREN

Reasonable supervision must be exercised when children are playing on the grounds. There shall be no more than two (2) children per bedroom.

7. POPULATION

There shall be no more than two (2) persons per bedroom.

8. DESTRUCTION OF PROPERTY

Neither members, their dependents, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the building. Members shall be responsible for any such damage.

9. EXTERIOR APPEARANCE

The exterior of the condominium and all other areas appurtenant to the condominium including limited common elements shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, shutter, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

10. CLEANLINESS

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposal shall be done in accordance with instructions given to the owner by the Association.

11. PATIOS

No cloth, clothing, rugs, or mats shall be hung or shaken from windows, doors or terraces. Members shall remove all loose objects or movable objects from the patios during the hurricane season. No cigars, cigarettes, or other objects shall be thrown from any patio or walkway. Members shall not allow anything to be thrown, or to fall from windows, doors, or patios. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, or patios.

12. INGRESS AND EGRESS

No member shall allow exterior doors to remain open for any purpose other than for immediate ingress and egress.

13. KEYS FOR EMERGENCY USE

In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Administration of the Association or any other person authorized by it, or the building superintendent or Managing Agent, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each dwelling, if required by the Association, shall deposit under the control of the Association a key to such dwelling.

PLUMBING

Water closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

15. ROOF

Members are not permitted on the roof for any purpose.

16. SOLICITATION

There shall be no solicitation by any person anywhere in the condominium for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Administration.

17. STAFF PERSONNEL

The Staff, if any, have assigned duties and therefore, cannot provide valet parking, dog walking or sitting, handling groceries or similar personal services. They have been instructed to carry out their duties in an orderly manner. All other requests for service by Staff must be approved by the Manager, or officers. It is asked that the Manager or Board of Administration be notified when a unit is left unoccupied for more than a day or two.

18. PARKING

No vehicle, boat trailer, house trailer, or camper which exceeds a width of nine (9) feet and length of nineteen (19) feet belonging to any owner or to a member of the family or guest, tenant or employee of an owner shall be parked on the condominium property. The owners, their employees, servants, agents, visitors, licensees and each owner's family will obey the parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. Each parking space is assigned as an appurtenance to a particular dwelling unit. As such, each space may be used only by the owner except when the owner has given written permission (a copy of which must be provided to Resident Manager or Administrator) for use by another owner, lessee or resident guest. No person may park a car in any space other than the one assigned to that person without proper permission. A unit owner may not use more than one guest parking space for any additional vehicle owned, operated or maintained by the unit owner. Parking space sizes are adequate. Vehicles must be parked within the painted lines and pulled up close to the bumper. As a security measure, automobile doors should be locked. No motorcycles shall be driven or parked upon the condominium property.

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

19. COMMON FACILITIES

Members are requested to cooperate with the Building Manager or Administrator in the use of common facilities where more than one organized activity is scheduled for the same time.

20. HURRICANE PREPARATIONS

Each member who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

A. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnishing the Manager or designated member of the Board of Administration with the name of such firm or individual. The designated firm or individual shall contact the Manager or designated member of the Board of Administration for permission to install or to remove hurricane shutters.

21. GUESTS/VISITORS

Owners shall notify the Resident Manager or an Administrator in advance by written notice of the arrival and departure dates of guests who have his permission to occupy a unit in his absence. Owners should have such guests check in at the office upon arrival in order that service can be extended to them in the way of telephone calls coming into the office, incoming mail or any emergency which might arise. Guests will be given copies of the Rules and Regulations and the owners will be responsible for the guests' compliance with such rules.

22. LEASING OR RESALE

Reference must be made to The "Declaration of Condominium" for BETHESDA PARK CONDOMINIUM, which is filed of record in Palm Beach County, State of Florida, and which specifies how leasing or sale of condominium units shall be handled, and reference must be made to the Declaration in the event of any transfer.

A. Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

B. Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner. A unit owner may only dispose of any unit by lease for periods of thirty (30) or more days.

C. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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

E. Other Transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

F. Notice of Association

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

(b) Gift; Devise; Inheritance; Other Transfers. A unit owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice in the same manner as set forth in (a) hereinabove, of the acquisition of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

23. A unit owner shall maintain in good condition and repair his apartment and all interior surfaces within or surrounding his apartment (such as the surface of the walls, ceilings, floors) whether or not a part of the unit or the common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to this apartment.

24. A unit owner shall not permit or suffer anything to be done or kept in his apartment which will increase the insurance rates of his apartment or the common elements, shall not commit, or permit to be committed, any nuisance, immoral or illegal act in his unit or on the common elements, or limited common elements, interfere with the rights, comfort or convenience of other unit owners.

25. A unit owner shall conform to and abide by the By-laws and uniform Rules and Regulations in regard to the use of the unit, limited common elements and common elements which may be adopted in writing from time to time by the Board of Administration of the Association and to see that all persons using owner's property by, through or under him do likewise.

The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Resident Manager or Member of the Board of Administration or person appointed by the Board of Administration, who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Administration. The Rules and Regulations have been adopted by the Board of Administration of BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.

By the order of the Board of Administration of BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.

[Signature]
President
[Signature]
Vice President
[Signature]
Secretary

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

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PET PERMISSION AGREEMENT

TO: BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.

DATED: _____

Gentlemen:

As purchaser(s) of a condominium apartment in BETHESDA PARK CONDOMINIUM, a condominium, Purchaser requests permission to bring upon the condominium property and to keep within the purchased condominium apartment, a pet which Purchaser owned prior to making such purchase and which is described as follows:

General Species (dog, cat, etc.): _____
Specific or sub-species: _____
(Breed, type, etc.): _____
Pet's name _____ Sex: _____
Other Identifying Details
(Color, size, markings, etc.) _____

A COLOR PHOTOGRAPH OF THE PET MUST BE ATTACHED TO THIS APPLICATION.

In requesting this permission (and, if granted, in accepting it), Purchaser does fully understand it is subject to all of the following provisions, which provisions Purchaser fully understands and by which Purchaser agrees to be fully bound.

1. The pet described is the only pet for which such permission is requested (or may be granted) and if at any time and through any circumstances Purchaser no longer owns said pet, it will under no condition be replaced by another pet without the signing of an additional pet agreement.
2. If granted this permission, Purchaser will consistently and diligently discipline and supervise said pet in such a manner as to prevent its becoming, in any way whatever, objectionable to or a nuisance or offensive to others.
3. Said pet shall never be allowed to freely roam any condominium premises outside said purchase apartment, nor be upon any condominium property unless leashed and in the company of an individual willing and able to fully control it; and, in its exercise and relief, it shall be at all times under prudent control, considerate of the interests and sensibilities of fellow condominium members, their guests and all others.
4. Purchaser accepts full personal responsibility for any damage or for task of maintenance occasioned by the actions or the presence of said pet. Purchaser shall comply with all Rules and Regulations promulgated by the Condominium Association.
5. This permission, if granted, is purely conditional and may at any time and without jeopardy be cancelled, either by the Seller, or the Board of Administration (or their successors or assigns) of the Condominium Association under whose jurisdiction said condominium apartment may now or in the future fall. Upon Purchaser's receipt of notice of cancellation of the Pet Permission Agreement, Purchaser shall promptly and permanently and without recourse, remove said pet from the purchased condominium apartment and from the condominium premises, and it shall henceforth be neither returned nor replaced.

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PURCHASER: _____

PERMISSION GRANTED: _____

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

Date: _____

EXHIBIT SIX.
DECLARATION OF CONDOMINIUM
BETHESDA PARK CONDOMINIUM

ARTICLES OF INCORPORATION
OF
BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be :

BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.

which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of the Condominium to be established in accordance with the condominium act of the State of Florida and pursuant to the Development Plans set forth in the Declaration of Condominium, upon or within the property in Palm Beach County, State of Florida, legally described upon Exhibit 1 attached to the Declaration of Condominium and made a part hereof which entire area is hereinafter referred to as BETHESDA PARK CONDOMINIUM and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorization contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which shall be recorded in the Public Records of Palm Beach County, State of Florida, at the time that said property, and the improvements situate thereon are submitted to a plan of Condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property whether real or personal as may be necessary or convenient in the administration of said condominium, and further to foster a fine residential community throughout the area of the development.

ARTICLE III

POWERS

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act and Declaration of Condominium establishing said Condominium; and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including but not limited to the following:

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(a) To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements and condominium property as said terms may be defined in the Declaration of Condominium to be recorded.

(b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the condominium and the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To undertake the maintenance, repair, including emergency repairs, replacement and operation of the condominium and the condominium properties or property leased by the Association for the benefit of its members, including the power to contract for the management of the condominium and any recreational facilities.

(e) To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.

(f) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium properties.

(g) To make reasonable rules and regulations respecting the use of the condominium properties.

(h) To approve or disapprove the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(i) To enforce by ~~any~~ legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association, and the Rules and Regulations for the use of the properties in the condominium.

(j) To acquire and/or to sell and/or convey and to enter into any agreements whereby it acquires and/or sells and/or conveys any interest in real or personal properties, whether by fee or otherwise, whether or not contiguous to the land of the condominium, all to be for the use or benefit of the members of the Association; such power includes but is not limited to the power to purchase, hold, lease, mortgage, sell and convey condominium units in BETHESDA PARK CONDOMINIUM.

(k) To grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

4. The Association shall make no distribution of income or dividends to its members, administrators or officers.

5. The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceed the sum of (1) total common expenses for which payment has been

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made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements of the condominium.

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

7. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles of Declaration of Condominium and By-Laws.

ARTICLE IV

DUTIES

In addition to the duties imposed by the provisions of Florida condominium law, these Articles, the Declaration of Condominium and the By-Laws, the Association shall:

1. Maintain accounting records according to good accounting practices which shall be open to inspection by members or their duly authorized representatives at reasonable times, and supply written summaries at least annually to members or their duly authorized representatives.

2. Use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements. A copy of the insurance policies in effect shall be made available for inspection by unit owners at reasonable times.

3. In any legal action in which the Association may be exposed to liability in excess of the insurance protecting it and its members, and Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, whereupon such members shall have the right to intervene and defend in such action.

4. Make available for inspection by unit owners, lenders and insurers or guarantors of any first mortgage upon request during normal business hours or under other reasonable circumstances, current copies of the Declaration of Condominium, By-Laws, and other rules concerning the condominium project.

5. Permit within a reasonable time after request, the holders of 51 percent or more of first mortgages to prepare; at the mortgage holders expense, an audited financial statement for any immediately preceding fiscal year, if one is not otherwise available.

ARTICLE V

MEMBERS

1. The members of the Association shall consist of and be limited to all the record owners of units in the building of the condominium comprising BETHESDA PARK CONDOMINIUM.

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2. Admission to membership in the Association shall be automatic upon the recording in the Public Records of Palm Beach County, State of Florida, of an Approval of Transfer executed by the Board of Administration, and of a condominium deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of the certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

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

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each unit owned by them. The exact manner of exercising voting rights when there are two or more owners of one unit shall be determined by the By-Laws of the Association.

ARTICLE VI

ADMINISTRATION

1. The affairs of the Association will be managed by the Board of Administration consisting of the number of Administrators as shall be determined by the By-Laws of the Association, but shall be not less than three (3) in number. In the absence of a determination as to the number of members the Board of Administration shall consist of three (3) Administrators.

2. The Administrators of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Administrators may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the By-Laws.

3. The first election of Administrators by the members of the Association shall be held pursuant to the provision of the Condominium Act (specifically Florida Statutes, Chapter 718.301), except that unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association: (a) Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to Purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever occurs first. Not more than 60 days after unit owners other than the Developer elect a majority of members to the Board of Administration, the Developer shall relinquish control of the association and the unit owners shall accept control pursuant to provisions of the Florida Condominium Act.

4. The Administrators herein named shall serve until the first election of Administrators by Association members, and any vacancies in their number occurring before the first election shall be filled by the remaining Administrators.

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

NAME	ADDRESS
Marvin Helf	1001 N.W. 62 St., Suite 404 Ft. Lauderdale, FL 33309
Stuart B. Feiner	1001 N.W. 62 St., Suite 404 Ft. Lauderdale, FL 33309
Nancy Feiner	1001 N.W. 62 St., Suite 404 Ft. Lauderdale, FL 33309

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ARTICLE VII

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the SELLER has relinquished control of the Board of Administration, the officers shall be elected by the Board of Administration at its first meeting, following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Administration. The names and addresses of the officers who shall serve until their successors are designated by the Board of Administration elected by the membership of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
MARVIN HELF	1001 N.W. 62nd Street, Suite 404 Fort Lauderdale, FL 33309
STUART B. FEINER	1001 N.W. 62nd Street, Suite 404 Fort Lauderdale, FL 33309
NANCY FEINER	1001 N.W. 62nd Street, Suite 404 Fort Lauderdale, FL 33309

ARTICLE VIII

INDEMNIFICATION

Every Administrator and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Administrator or officer of the Association, whether or not he is an Administrator or officer at the time such expenses are incurred, except in such cases wherein the Administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, indemnification shall apply only when the Board of Administration approve such settlement and reimbursement as being for the best interest of the Association.

The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Administrators or officers may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Administration named herein, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Administration or by any one or more members of the Association. Administrators and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at or prior to the meeting.

(a) Such approval must be by not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Administrators and by not less than fifty-five (55%) percent of the votes of the entire membership of the Association; or

(b) By not less than seventy-five (75%) percent of the votes of the entire membership of the Association; provided, however, that until such time as a majority of the members of the Board of Administration of the Association shall be elected by unit owners other than the Developer-Seller, all amendments to the Articles of Incorporation shall be approved by approval of 66 2/3 of the initial Board of Administrators as set forth in Article VII, and any successor to any member of the Board of Administrators appointed pursuant to Article VI, paragraph 4, shall have the same right and power to approve amendments hereto as any member of the initial Board of Administrators.

(c) Provided further that no amendments shall be adopted without the consent and approval of the Developer-Seller, so long as it shall own five (5) or more condominium units in BETHESDA PARK CONDOMINIUM.

3. No amendment shall make any changes in the qualification for membership or in voting rights of members, or any change in Paragraphs 3 and/or 4 of Article III hereof without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved together with an attached certificate of its approval by the membership sealed with the corporate seal and signed by the Secretary or Assistant Secretary and executed and acknowledged by the President or the Vice President, shall be filed with the Secretary of State with the necessary fees and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, State of Florida.

ARTICLE XI

TERM

This Association shall have perpetual existence.

ARTICLE XII

SELLER

Wherever referred to herein, the term "Seller" shall mean his successors or assigns.

ARTICLE XIII

SUBSCRIBERS

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

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<u>NAME</u>	<u>ADDRESS</u>
HARVIN HELF	1001 N.W. 62nd Street, Suite 404 Fort Lauderdale, FL 33309
STUART B. FEINER	1001 N.W. 62nd Street, Suite 404 Fort Lauderdale, FL 33309
NANCY FEINER	1001 N.W. 62nd Street, Suite 404 Fort Lauderdale, FL 33309

This is not certified

ARTICLE XIV

REGISTERED AGENT AND INITIAL REGISTERED OFFICE

This corporation organized under the laws of the State of Florida has selected JAY J. REYNOLDS, 301 Crawford Blvd. in the City of Boca Raton, County of Palm Beach, State of Florida, as its registered office, or at such other place as may be subsequently designated by the Board of Administration, and has named JAY J. REYNOLDS, of that address as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Article, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office:

By Jay J. Reynolds
Agent for Service of Process

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this _____ day of _____, 1983.

[Signature]

Nancy Feiner

STATE OF FLORIDA
COUNTY OF BROWARD PALM BEACH

BEFORE ME, the undersigned authority, personally appeared HARVIN HELF, STUART B. FEINER and NANCY FEINER who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed therein, this 17th day of February, 1983.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 16, 1987

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EXHIBIT 7

BY-LAWS

OF

BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.

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

1. IDENTITY. These are the By-Laws of BETHESDA PARK CONDOMINIUM ASSOCIATION, INC., a corporation herein called the Association, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the development plans set forth in the Declaration of Condominium upon the property, as it is described upon Exhibit attached to said Declaration, which entire area comprises and shall hereinafter be referred to as BETHESDA PARK CONDOMINIUM.

1.1 The office of the Association shall be at _____ or such other place or places as the Board of Administration may determine from time to time.

1.2 The fiscal year of the Association shall end in _____

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The members of the Association shall consist of all of the record owners of units in BETHESDA PARK CONDOMINIUM and such membership shall automatically become effective immediately upon a party becoming a record title owner of a unit in the condominium. Membership is an incident of unit ownership and is not separately transferable.

2.2 Change of Membership. After receiving approval of the Association as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, State of Florida, an approval of transfer and a deed or other instrument establishing a record title to a unit of BETHESDA PARK CONDOMINIUM, the grantee in such instruments thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be terminated. The association shall retain a copy of the certificates of approval issued by it.

2.3 The annual members' meeting shall be held at the office of the corporation at 10:00 A.M. Eastern Standard Time, on the first Friday in August of each year for the purpose of electing administrators and transacting any other business.

2.4 Special members' meetings shall be held at the office of the Corporation whenever called by the President or the Vice President or by the Board of Administration and must be called by such officers upon receipt of a written request from members entitled to cast 10% of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

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2.5 Notice of all members' meetings including a regular annual meeting which is mandatory stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called, and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed to each unit owner. The post office certificate of mailing shall be retained as proof of such mailing. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, by certified mail with the postage thereon prepaid. Any member may, by written notice signed by such member, waive the right to receive such notice, of annual or specific meetings and such waiver, when filed in the records of the Association, before commencement of the meeting, shall be deemed equivalent to the giving of such notice to such member. Unit owners may take action by written agreement without meetings, provided all members have received or waived notice thereof as herein set forth. Notice of meeting shall also be posted at a conspicuous place at the condominium property at least 48 hours in advance of each meeting, except in cases of emergency. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

2.6 A Quorum at members' meetings shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.7 Voting

a. In any meeting of members, the owners of units shall be entitled to cast one vote for each unit so owned.

b. If a unit is owned by one person, his right to vote shall be established by the entry of his name in the roster of unit owners kept by the Secretary of the Association. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association provided, however, that leaseholders shall not be deemed members. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or the Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

2.8 The Association shall maintain a roster of the name and mailing address of record owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes in mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of his title substantiating his ownership of a condominium unit at BETHESDA PARK CONDOMINIUM.

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2.9 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, provided, however, that no one person shall be designated to hold more than five (5) proxies. Every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

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

2.11 Action Without A Meeting (Members). Anything to the contrary herein notwithstanding to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.12 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a Chairman.

2.13 The order of business at Annual Members' Meetings, shall be:

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

Roberts Rule of Order shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of Florida.

3. ADMINISTRATORS

3.1 Membership. The affairs of the Association shall be managed by a board of a number of Administrators to be determined as follows:

a. There shall be not less than three (3) nor more than five (5) Administrators initially which number shall remain the same until the Seller/Developer relinquishes control as hereinafter provided for and the first election for members of the board is held.

b. The Administrators of the Board of Administration need not be unit owners.

c. The number of Administrators shall remain at three (3) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Administration.

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

- a. Election of administrators shall be held at the annual members' meeting.
- b. A nominating committee of three (3) members shall be appointed by the Board of Administration not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one person for each administrator then serving or to serve as may be adjusted by a vote of the membership as herein provided for. Other nominations may be made from the floor.
- c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. Except as to vacancies provided by removal of administrators by members, vacancies in the Board of Administration occurring between annual meeting of members shall be filled by the remaining Administrators.
- e. Any Administrator may be removed with or without cause by the vote or concurrence in writing of a majority of all unit owners. A meeting to approve such recall may be called by ten (10%) percent of the unit owners. Notice shall be the same as that for regular meetings. Provided, however, that until a majority of the Administrators are elected by members other than the Seller/Developer, neither the first Administrator nor any Administrators replacing them, nor any Administrators named by the Seller/Developer shall be subject to removal by members other than the Seller/Developer. The first Administrator and Administrators replacing them during the time the Seller/Developer retains control of the Association may be removed by the Seller/Developer.
- f. Provided, however, that until the Seller/Developer terminates its control of the Association pursuant to the Condominium Act, the first Administrators of the Association shall serve and in the event of vacancies the remaining Administrators or the Seller/Developer shall fill the vacancies. If there are no remaining Administrators, the vacancies shall be filled by the Seller/Developer. Further provided that until a majority of the Administrators of the Association are elected by the members other than the Seller/Developer, the proceedings of all meetings of the members shall have no effect unless and until approved by the Board of Administration.

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

3.4 The organizational meeting of a newly elected Board of Administration shall be held within ten (10) days after their election at such place and time as shall be fixed by the Administrator at the meeting at which they were elected and no further notice of the organization meeting shall be necessary.

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

3.6 Special meetings of the Administrators may be called by the President at anytime. Special meetings of the Administrators must be called by the Secretary upon the written request of two of the Administrators. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.6a Meetings of the Board of Administration shall be open to all unit owners and notices of all meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

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

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

3.9 Adjourned meetings. If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting in the first instance may be transacted at the reconvened meeting without further notice.

3.10 Joinder in meeting by approval of minutes. A member of the Board of Administration may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purpose of creating a quorum. Unit owners shall have a right to attend and observe all meetings of the Board of Administration.

3.11 Action Without a Meeting (Directors). Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of Owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

3.12 The presiding officer of Administrators' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Administrators present shall designate one of their number to serve in said capacity.

3.13 The order of business at Administrators' Meetings shall be:

- a. Calling of the roll.
- b. Proof of due notice of meeting
- c. Reading and disposition of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers. (When required)
- f. Unfinished business.
- g. New business.
- h. Adjournment

3.14 Administrators' fees, if any, shall be determined by the members, but only in compliance with all provisions of the Declaration of Condominium, Articles of Incorporation and these By-Laws.

4. Powers and duties of the Board of Administration

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Administration, its agent, contractors or employees, subject only to approval by unit owners when such is specifically required. Such powers and duties of the Administrators shall include, but shall not be limited to, the following, subject, however, to the provisions of the Declaration of Condominium, the Articles of Incorporation and these By-Laws:

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a. All of the powers specifically provided for in the Declaration, the Articles of Incorporation, and the Condominium Act.

b. To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members and its Board of Administration.

c. To employ personnel or contract for management of the Condominium and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval by the Board of Administration or the members of the Association.

d. To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use, interests in lands, or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and the power to improve the condominium property, subject to the limitations of the Declaration of Condominium By-Laws and Articles of Incorporation, and to declare expenses in connection therewith to be common expenses.

e. To levy and collect assessments.

f. To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate private units, and to expend monies collected for the purpose of paying common expenses of the Corporation.

g. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the condominium properties, and to collect delinquent assessments by suit or otherwise; and to abate nuisances and enjoin or seek damages from unit owners and/or tenants for violation of the provisions of the condominium documents.

h. To approve or disapprove proposed purchasers and lessees of units in the manner specified in the Declaration of Condominium.

i. To purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements and to maintain and repair the units as set forth in Article 9 of the Declaration of Condominium, and the common elements of the condominium.

4.2 The Board of Administration has the power and shall adopt such rules and regulations relative to the condominium as they shall deem necessary and proper from time to time, and to adopt approved forms for consents and agreements and applications for ownership and membership provided, however, such rules and regulations until such time as the Seller/Developer terminates its control over the Association.

4.3 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Administration, duly elected by the membership after the Seller/Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Administration may be Administrators or officers of, or otherwise associated with the Seller/Developer, or other entities doing business with the Association.

4.4 Nothing contained herein shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the condominium.

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5. OFFICERS

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

5.2 The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

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

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

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Administration for examination at reasonable times. He shall submit a treasurer's report to the Board of Administration at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the Administrators. The provision that Administrators fees if any shall be determined by the members shall not preclude the Board of Administration from employing an Administrator as an employee of the Association, nor preclude the contracting with an Administrator for the management of the condominium.

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

6.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

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

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b. Capital Surplus reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually, but must include reserve for building painting and pavement resurfacing.

c. Capital Surplus reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, specifically including roof replacement.

d. Capital Surplus for Betterments, which shall include the funds which may be used for capital expenditures for additional improvements of additional personal property that will be part of the Common Elements.

e. The Board of Administration, upon a three-fourths (3/4) vote of its membership shall have the authority during a budget year, to transfer funds which, in its discretion, it deems necessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 BUDGET. The Board of Administration shall adopt a budget for each calendar year which shall include the estimated funds required to defray any common expense and to provide and maintain funds for accounts and reserves including, but not limited to, the following, according to good accounting practices:

a. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

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

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

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements of additional personal property which will be part of the common elements, the amount for which shall not exceed Two Thousand Dollars (\$2,000.00); provided, however, that in the expenditure of this fund no sum in excess of Five Hundred Dollars (\$500.00) shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Condominium. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by condominium unit owners entitled to cast no less than seventy-five (75%) percent of the votes of the entire membership of the Association.

e. It is further provided, that the Seller/Developer shall guarantee the budget until the first day of the fourth month following the closing on the first sale of a condominium unit in BETHESDA PARK CONDOMINIUM and therefore, the Seller/Developer and the condominium parcels owned by it shall not be subject to assessment as provided for in the Declaration of Condominium, during this period but instead shall be assessed and pay to the Association in lieu thereof, a sum equal to the actual amount of the operating expenditures for said period, less an amount equal to the total assessments made by the Association against owners of condominium parcels (excluding those condominium parcels owned by the Seller/Developer). During the above period no provision shall be made by Seller/Developer for betterment or reserves except as set forth in the Seller/Developer's Reserve account.

f. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 30th, preceding the year for which the budget is made. The copy of the budget and proposed assessments shall be mailed to each unit owner not less than thirty (30) days prior to the meeting of the Board of Administration at which the budget will be considered, together with a notice of the time and place of that meeting, such meeting shall be open to the unit owners. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto; nothing herein contained shall be construed as restricting the right of the Board of Administration at any time in its sole discretion, to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

g. The provisions of the Condominium Act applicable to revision of the budget and/or recall of the Board of Administration are hereby incorporated by reference, together with all mandatory amendments to said provisions. The revision of the budget or recall of any or all members of the Board of Administration shall require a vote of a majority of all unit owners. If a budget adopted by the Board of Administration requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of ten (10%) percent of the unit owners shall call a special meeting of unit owners within thirty (30) days with not less than ten (10) days written notice to each unit owner, for purposes of considering and enacting a budget.

6.3 Assessments for Common Expenses. Assessments against the condominium parcel owners for their share of the common expense shall be made for the fiscal year annually in advance, on or before the end, of the fiscal year preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly installments, commencing on the first day of the fiscal year and payable on the first day of each month thereafter in the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore, may be amended at any time by the Board of Administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarter remaining in the assessment year. The Board of Administration with the approval of sixty-six (66%) percent of the unit owners may, at a meeting called for that purpose, elect to alter the payment schedule to provide for four equal quarterly installments, due on the first day of each quarter in the fiscal year.

6.4 Assessments for charges. Charges or special assessments by the Association, should such be required by the Board of Administration, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Administration.

6.5 Interest upon Default and Acceleration of assessment installments upon default. Any installments not paid within ten (10) days of the date when due, shall constitute a default. Thereafter, the assessment shall bear interest at the highest rate permitted by law from the date when due until paid. If a condominium parcel owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessment upon notice thereof to the condominium parcel owner, and thereupon the unpaid balance of the assessments shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the condominium owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, which ever shall first occur.

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6.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice to the unit owners concerned and shall be paid in such manner as the Board of Administration may require in the notice of assessment.

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

6.8 An Audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than the 1st day of the second month of the fiscal year following the fiscal year for which the audit is made.

6.9 Fidelity bonds shall be required by the Board of Administration from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the Administrators. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The termination of membership in the condominium shall not relieve or release any such former owner or member from a liability or obligation incurred under or in any way connected with the condominium during the period of such ownership and membership or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS

7.1 As to common elements and limited common elements. The Board of Administration may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Administration shall, from time to time, post in a conspicuous place on the condominium properties a copy of the Rules and Regulations adopted from time to time by the Board of Administration. The initial Rules and Regulations shall be as set forth upon Exhibit 5 to the Declaration of Condominium.

7.2 As to Condominium Units. The Board of Administration may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit (s), provided, however, that copies of such rules and regulations shall be furnished to each unit owner prior to the time the same become effective and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property and further provided that all such rules and regulations shall be equally applicable to all members and uniform in their application and effect.

8. REGISTERS AND TRANSFERS

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

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8.2 Any application for the transfer of membership or for a conveyance of interest in the condominium parcel or a lease of condominium parcel shall be accompanied by an application fee not to exceed the amount of Fifty Dollars (\$50.00) to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Administration. The Board of Administration shall have the right to increase or decrease the application fee, consistent with the provisions of Chapter 718; Florida Statutes.

8.3 The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declaration of Condominium, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. AMENDMENTS TO THE BY-LAWS

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

9.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary at or prior to the meeting. No response will be considered a disapproval. Except as elsewhere provided, proposed amendments shall be adopted either:

a. By the affirmative vote of not less than seventy-five (75%) percent of the entire membership of the Board of Administration and by the affirmative vote of not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

b. By the affirmative vote of not less than eighty (80%) percent of the votes of the entire membership of the Association.

9.3 No amendment shall discriminate against any unit owner, any unit or class or group of unit owners or units unless the unit owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium.

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

9.5 Seller/Developer. Notwithstanding the foregoing provisions of these Articles, no amendment to these By-Laws may be adopted or become effective without the prior written consent of the Seller/Developer, so long as the Seller/Developer shall own one (1) or more condominium parcels or units in BATHESDA PARK CONDOMINIUM.

10. REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate bill to each individual condominium parcel owner for his separate unit. In the event that taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event, the Association shall divide the tax bill as a common expense for said condominium and same shall be paid by the individual condominium parcel owner of the condominium in percentage to his ownership in the common elements as stated in the subject Declaration of Condominium.

B4425 P0842

11. GENERAL PROVISIONS

11.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

11.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

11.3 In any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

11.4 Corporation and Association are used synonymously, and condominium parcel and unit are used synonymously herein.

The foregoing was adopted as the By-Laws of a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Administrators on the _____ day of _____

Donna A. Smith
SECRETARY

APPROVED:

William H. Smith
PRESIDENT

Not a certified copy

84425 P0843

EXHIBIT 8

BETHESDA PARK

ESTIMATED OPERATING BUDGET

CALENDAR YEAR

PHASE I & II; COMPLETION

48 UNITS

10-4 UNITS BLDG 1-3 UNIT BLDG

1-5 UNIT BLDG

RECREATION AREA & BLDG & POOL

	<u>PHASE I & II</u>	<u>COMPLETION</u>
1. Expenses for the Association and Condominium:		
a. Administration of the Association	\$ 3,408.00	\$ 3,408.00
b. Management fees	2,880.00	2,880.00
c. Maintenance	20,256.00	20,256.00
d. Rent for Recreational and other commonly used facilities	-0-	-0-
e. Taxes upon Association Property	-0-	-0-
f. Taxes upon Leased areas	-0-	-0-
g. Insurance	3,720.00	3,720.00
h. Security Provisions	-0-	-0-
i. Other Expenses	528.00	528.00
j. Operating Capital	-0-	-0-
k. Reserves	1,968.00	1,968.00
l. Fees Payable to the Division	14.40	14.40
m. Recreation Area	7,776.00	7,776.00
2. Expenses for a Unit Owner:		
a. Rent for a Unit if Subject to Lease	-0-	-0-
b. Rent payable by the Unit Owner directly to the Lessor or Agent under any Recreational Lease or Lease for the Use of commonly used facilities which use and payment is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners of the Association	-0-	-0-
	\$40,550.40	\$40,550.40
	\$70.40 per month	\$70.40 per month

Developer is guaranteeing payment of common expenses and assessments pursuant to ss. 718.116(8) (a), F.S. and this can be found on Page 25 Section 17.6 of the Declaration of Condominium.

B4425 P0844

EXHIBIT 9

CERTIFICATE OF APPROVAL

BETHESDA PARK CONDOMINIUM

THIS IS TO CERTIFY THAT _____ has been approved by BETHESDA PARK CONDOMINIUM ASSOCIATION as the purchaser of the following described property in Palm Beach County, Florida:

Such approval has been given pursuant to the provisions of the Declaration of Condominium.

IN WITNESS WHEREOF, this certificate has been executed in the name of the Association by its officers thereunto duly authorized, on the ____ day of _____, 19____.

BETHESDA PARK CONDOMINIUM ASSOCIATION

Attest:

BY _____ President

Secretary

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

Before me, the undersigned authority, personally appeared _____ and _____, President and Secretary respectively of BETHESDA PARK CONDOMINIUM ASSOCIATION to me well known and known to be the persons who executed the foregoing Certificate, and they acknowledged before me that they executed the same freely and voluntarily and for the purpose therein expressed as and for the act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 19____.

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

Notary Public

My Commission Expires:

B4425 P0845

This is not a certified copy

BETHESDA PARK CONDOMINIUM
Boynton Beach, Florida

AMENDMENTS TO THE BY-LAWS

The following amendments to the By-Laws of Bethesda Park Condominium were approved at the Annual Meeting of the Association on August 7, 1987.

1. 1.1 The office of the Association shall be at the Clubhouse.....
2. 1.2 The fiscal year of the Association shall end on December 31.
3. 2.3 The annual members' meeting shall be held at the office of the corporation at 7:00 p.m. Eastern Standard Time on the second Thursday in March of each year, for the purpose of electing administrators and transacting any other business.
4. 6.8 Within 60 days from the end of each fiscal year, a Financial Report of the Association, showing actual receipts and disbursements as well as owners' equity, compared to the Budget, shall be prepared, reviewed by an Audit Committee of 2 or more members appointed by the Board of Administrators, and copies shall be delivered to all members.
5. 7.3 Violations and fines The Board of Administration may levy a fine of not more than fifty dollars against a unit owner for failure to comply with any provision of the Association documents, or reasonable Rules & Regulations, on the part of that owner or any lessee or guest for whom the owner or lessee is responsible. Prior to levying any fine, written notice shall be given, as well as the opportunity for a hearing.
6. 2.5 Delete the fourth sentence, which reads: "The post office certificate of mailing shall be retained as proof of such mailing shall be retained as proof of such mailing." Also delete the last eight words of the fifth sentence, which reads "by certified mail with the postage thereon prepaid."

BETHESDA PARK CONDOMINIUM ASSOCIATION

Bonita B. Burnworth
President

Gail Adams Aaskov
Acting Secretary

MANAGEMENT SERVICES
OF THE PALM BEACHES, INC.
413 So. Federal Hwy.
Boynton Beach, Florida 33435

STATE OF FLORIDA
County of Palm Beach

Before me personally appeared B. Burnworth and Gail Adams Aaskov to me well known to me to be the persons described as President and Acting Secretary and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument.

Witness my hand and official seal, this 3rd day of September, 1987.

[Signature]
Notary Public
State of Florida

My commission expires:

NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES SEP. 11, 1988
BONDED THROUGH GENERAL TRUST

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

85413 P0592

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH: ○

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings: and

WHEREAS, construction of BUILDING C, UNITS 9,10,11,12 and 13 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, demensions and size of the Common Elements and of each Unit of the condominium building.

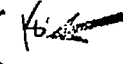
NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated November 29, 1984, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

(a). Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building C, Units 9,10,11,12, and 13 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et. seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building C in Exhibit 3 of the Declaration, as amended hereby, have been fully

RECORD AND RETURN TO: 
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

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completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 23 day of April, 1985.

Witnesses:

[Handwritten signatures of witnesses]

BETHESDA PARK DEVELOPMENT CORPORATION

BY: *[Signature]*
Stuart Feiner, Vice-President

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 23 day of April, 1985 by Stuart Feiner, Vice-President and _____ respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

[Notary Signature]
Notary Public SEAL

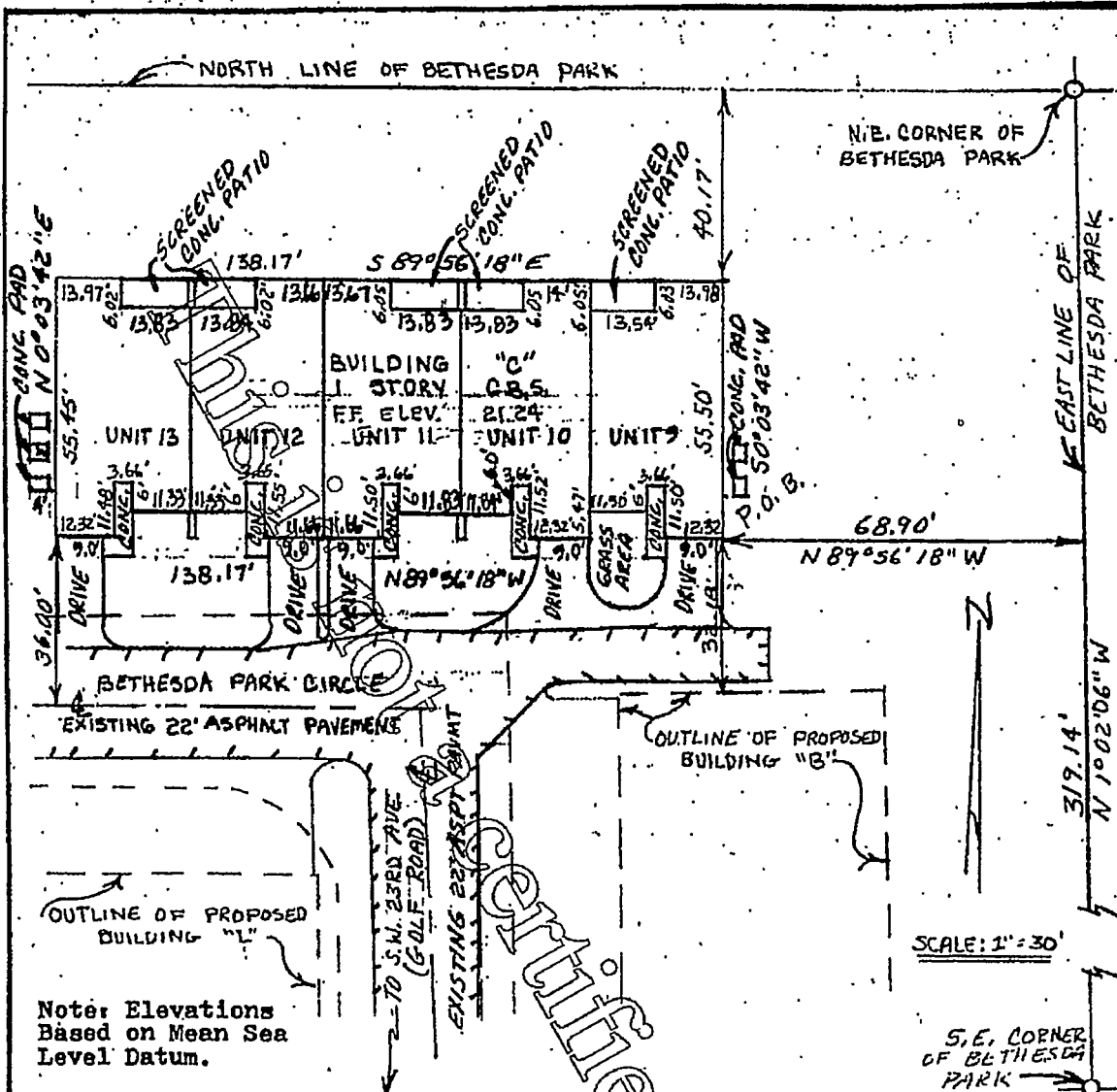
My Commission Expires: _____
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 16, 1987
BONDED THROUGH MUROSKI-ASHTON INC

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

B4527 P0810

bpca2. 4/85

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432



Note: Elevations Based on Mean Sea Level Datum.

LEGAL DESCRIPTION BUILDING "C", UNITS 9, 10, 11, 12 and 13

A portion of Bethesda Park, P.U.D., a subdivision as recorded in Plat Book 46, Page 77, in the Public Records of Palm Beach County, Florida, and more particularly described as follows:

Commencing at the S.E. corner of said Bethesda Park; Thence run N 1°02'06"W along the East line of said Bethesda Park, 319.14 Feet; thence run N 89°56'18"W, 68.90 Feet to the Point of Beginning; thence continue along the last described course 138.17 Feet; thence run N 0°03'42"E, 55.50 Feet; thence run S 89°56'18"E, 138.17 Feet; thence run S 0°03'42"W, 55.50 Feet to the Point of Beginning.

CERTIFICATION

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements of record.

Improvements shown hereon are existing.

Date of FND Building "C": Sept. 12, 1984.

Date of Site Plan: May 22, 1984

Revised Site Plan: August 6, 1984

Date of Final Survey: April 4, 1985

[Signature]
 Registered Professional Land Surveyor
 No. 2580

GENTRY ENGINEERING & LAND SURVEYING, INC.
 P. O. Box 243 (305) 272-1924
 DELRAY BEACH, FL 33444

RECORD AND RETURN TO:
 CURTIS TITLE OF BOCA RATON, INC.
 201 Crawford Boulevard, Suite 203
 Boca Raton, Florida 33432.

B4527 P0811

CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING C, UNITS 9,10,11,12 and 13 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of Third Amendment thereto, whether for assessments or otherwise.

DATED: 7/24/85

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

BY: [Signature] Vice-President

(SEAL)

STATE OF FLORIDA)
) S.S.
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named

James E. Randolph, Jr.
as Vice-President

of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as

appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:

[Signature] Notary Public, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 27, 1988
Bonded Thru Patterson-Becht Agency

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432

B4527 P0812

bpcjm2 4/85

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

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

FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings;

WHEREAS, construction of BUILDING A, UNITS 1,2,3, and 4 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated May 22, 1985, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building A, Units 1,2,3, and 4 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et.seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building A in Exhibit 3 of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

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Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 7425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 6 day of May, 1985.

Witnesses:

Catherine R. Grant
Constance J. Vitale

BETHESDA PARK DEVELOPMENT CORPORATION

BY: _____

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA

} S.S.

COUNTY OF BROWARD

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 6 day of May, 1985 by Stuart Farnes (One) President and respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

Maureen J. Hawk
Notary Public

SEAL

My Commission Expires:

Notary Public, State of Florida et Larga
My Commission Expires September 24, 1988

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

84567 P0220

bpc4 5/85

CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING A, UNITS 1,2,3, and 4 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of Third Amendment thereto, whether for assessments or otherwise.

DATED: June 4, 1985

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

BY: *[Signature]*
Vice President
(SEAL)

STATE OF FLORIDA)
) S.S.
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named James E. Randolph, Jr.

as Vice President of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as Mortgagee

appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:

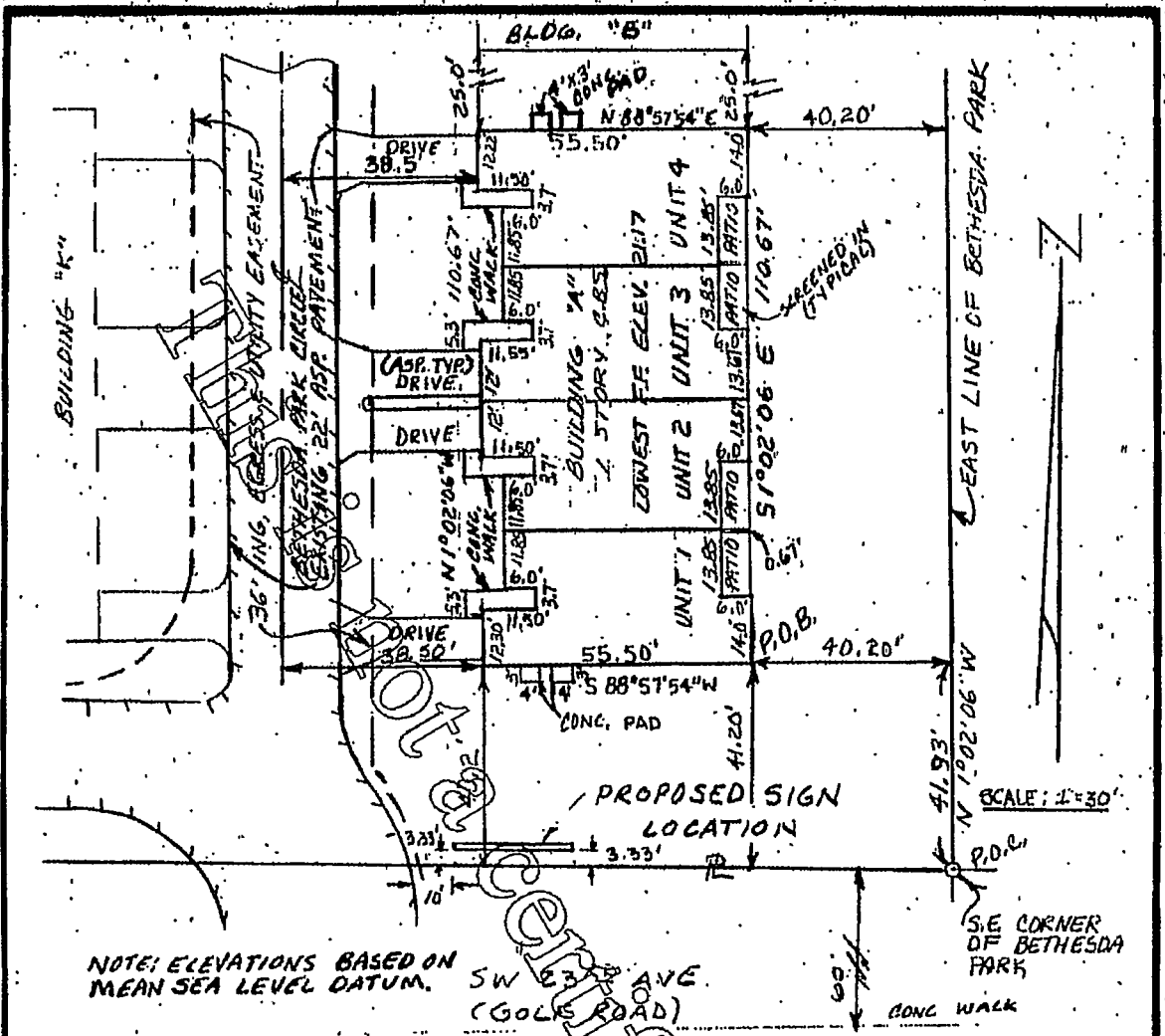
[Signature]
Notary Public, State of Florida

[Seal]
David MacInnes
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Feb. 25, 1988

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 207
Boca Raton, Florida 33432

84567 P0221



NOTE: ELEVATIONS BASED ON MEAN SEA LEVEL DATUM.

SW 23RD AVE.
(GOLF ROAD)

LEGAL DESCRIPTION: UNIT 1, UNIT 2, UNIT 3 AND UNIT 4, BUILDING "A"

A portion of Bethesda Park, a subdivision as recorded in Plat Book 46, Page 77, in the Public Records of Palm Beach County, Florida and more particularly described as follows:

Commencing at the S.E. corner of said Bethesda Park; thence run N 1°02'06"W along the East line of said Bethesda Park, 41.93 feet; thence run S 88°57'54"W, 40.20 feet to the Point of Beginning; thence continue along the last described course, 55.50 feet; thence run N 1°02'06"W, 110.67 feet; thence run N 88°57'54"E, 55.50 feet; thence run S 1°02'06"E, 110.67 feet to the Point of Beginning.

CERTIFICATION:

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements of record.

All improvements shown hereon are existing.

Burton A. Gentry
Registered Florida Land Surveyor
No. 2580

Date of Field Survey: January 16, 1985

Date of Final Survey: May 22, 1985.

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

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

B4567-P0222

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

GENTRY ENGINEERING & LAND SURVEYING, INC.
P. O. Box 243 (305) 272-1924
DELRAY BEACH, FL 33444

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B4610 P0343

SIXTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings: and

WHEREAS, construction of BUILDING D, UNITS 14, 15, 16 and 17 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, demensions and size of the Common Elements and of each Unit of the condominium building.

1760

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

- 1. The premises as hereto stated are reasserted herein as if fully set forth.
2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated May 22, 1985, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building D, Units 14,15,16 and 17 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et.seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building A in Exhibit 3 of the Declaration, as amended hereby, have been fully

RECORD AND RETURN TO: GIBBALTAR TITLE OF BOCA RATON, INC. 301 Crawford Boulevard, Suite 203 Boca Raton, Florida 33432

completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 29 day of July, 1985.

Witnesses:

[Signature]

BETHESDA PARK DEVELOPMENT CORPORATION

BY: [Signature]
Vice-President

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 29 day of July, 1985 by [Signature], Vice-President and [Signature], respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

[Signature]
Notary Public

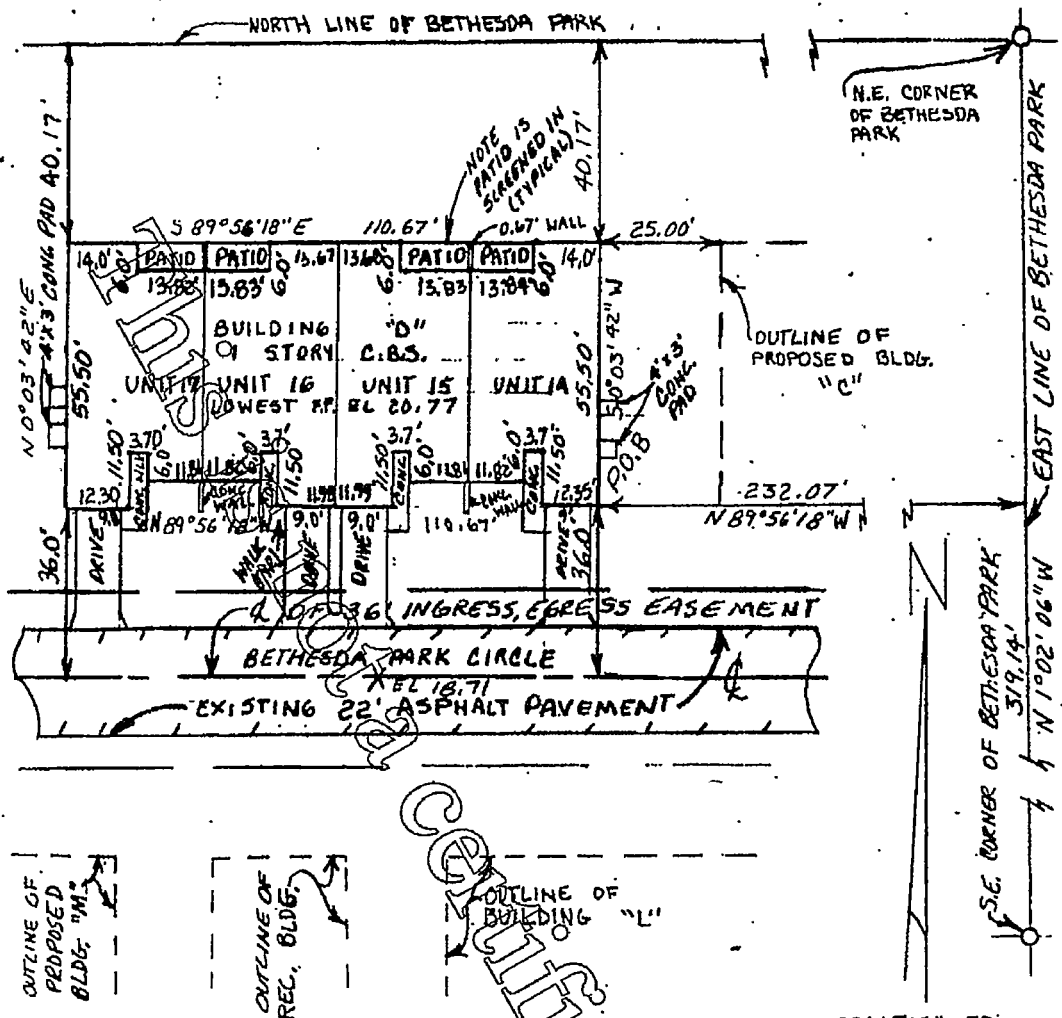


My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires September 24, 1988

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

84610 P0344

bpc4 7/85



Note: Elevations Based on Mean Sea Level Datum.

SCALE: 1" = 30'

LEGAL DESCRIPTION: Unit 14, Unit 15, Unit 16 and Unit 17, Building "D"

A Portion of Bethesda Park F.U.D., a subdivision as recorded in Plat Book 46, page 77, in the Public Records of Palm Beach County, Florida, and more particularly described as follows:

Commencing at the S.E. corner of said Bethesda Park; thence run N 1°02'06"W along the East line of said Bethesda Park, 319.14 Feet; thence run N 89°56'18"W, 232.07 Feet to the Point of Beginning; thence continue along the last described course 110.67 Feet; thence run N 0°03'42"E, 55.50 Feet; thence run S 89°56'18"E, 110.67 Feet; thence run S 0°03'42"W, 55.50 Feet to the Point of Beginning.

CERTIFICATION:

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements of record.

All improvements shown hereon are existing.

DATE OF FND SURVEY: 2/13/85
Date of Final Survey: 7/10/85

R 1410 P 0345

Gurlyson A. Gentry
Gurlyson A. Gentry
Registered Florida Land Surveyor
No. 2580

Date of Site Plan: May 22, 1984

GENTRY ENGINEERING & LAND SURVEYING, INC.
P. O. Box 243 (305) 272-1924
DELRAY BEACH, FL 33444

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

CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING D, UNITS 14, 15, 16, AND 17 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of Third Amendment thereto, whether for assessments or otherwise.

DATED: July 24, 1985

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

BY: [Signature] Vice-President

STATE OF FLORIDA)
COUNTY OF DUVAL) S.S.

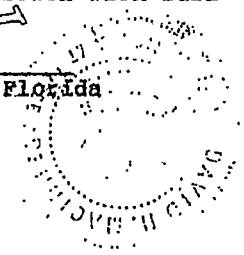
I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named James E. Radolph, Jr.

as Vice President of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as Mortgagee appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Feb. 25, 1988

[Signature]
Notary Public, State of Florida

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432



B4610 P0346

bpcjm4 7/85

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

1
GIBRALTAR TOWER
301 CRAWFORD BLVD
SUITE 203
16 BOCA RATON, FL 33432

SEVENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings; and

WHEREAS, construction of BUILDING E, UNITS 18,19,20 and 21 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated July 25, 1985, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

(a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building E, Units 18,19,20, and 21 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et.seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building E in Exhibit 3 of the Declaration, as amended hereby, have been fully

85 206053

85 SEP 11 PM 1:00

84648 P0495

completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Common Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records, Book 4425, pages 777, et. seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 5th day of September, 1985.

Witnesses:

Ana Herzog
G. S. Butler

BETHESDA PARK DEVELOPMENT CORPORATION.

BY: Marvin M. Helf
Vice-President

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 5th day of September, 1985 by Marvin M. Helf, Vice-President and _____ respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

James M. Howell
Notary Public
SEAL

My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 16, 1987
BONDED THROUGH MURDOKI-ASHTON INC

84648 P0496

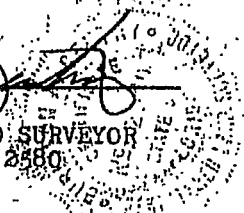
SURVEYOR'S CERTIFICATE

BUILDINGS A, B, C, D, E, K and L, BETHESDA PARK
A CONDOMINIUM

THIS IS TO CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AS BUILDINGS A, B, C, D, E, K AND L, BETHESDA PARK CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE AND THE ATTACHED MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING SUCH BUILDINGS, AS SET FORTH IN THE DECLARATION, HAVE BEEN SUBSTANTIALLY COMPLETED.

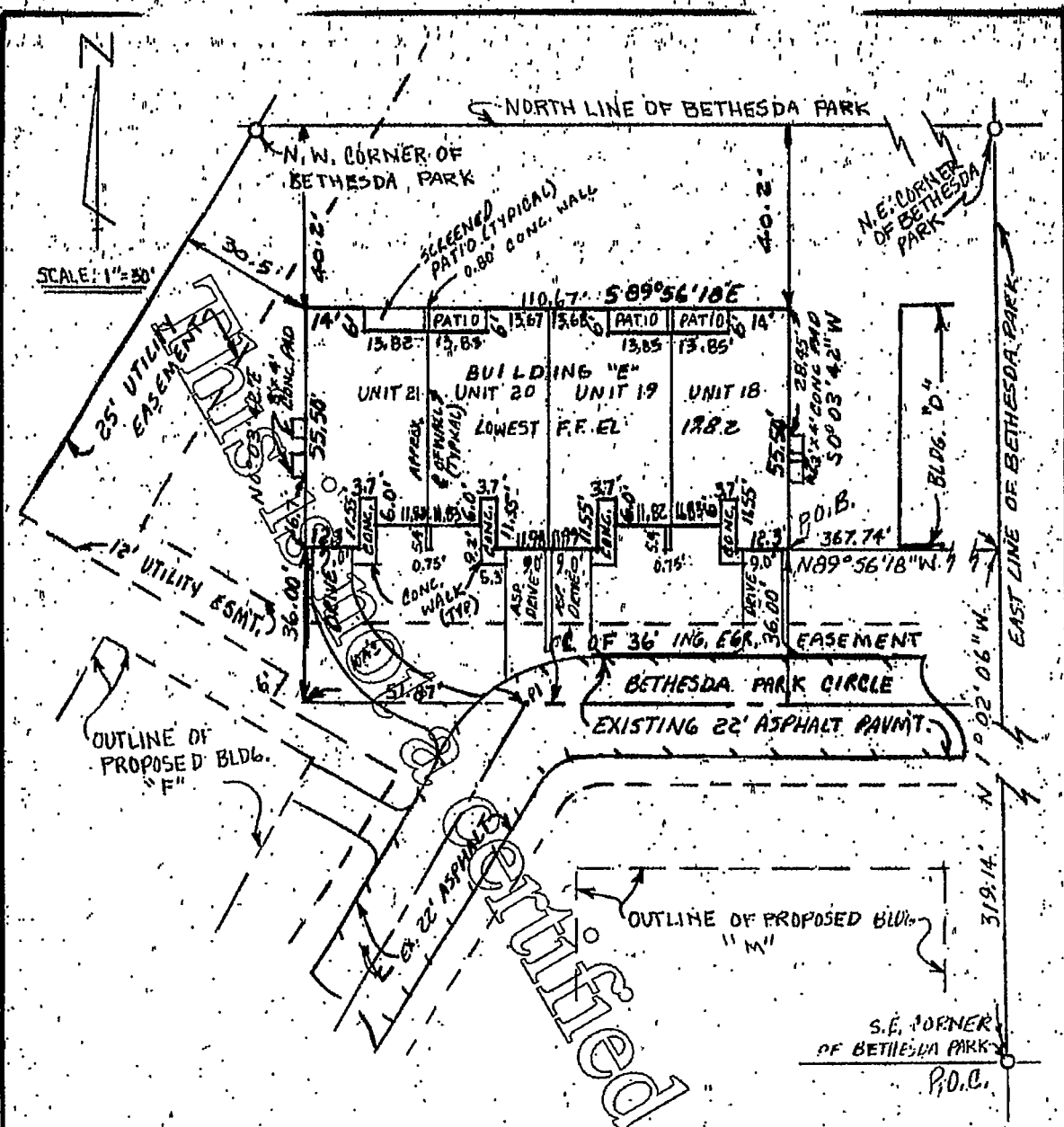
DATED THIS 29th DAY OF AUGUST, 1985, AT DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

Burlison A. Gentry
BURLISON A. GENTRY
REGISTERED FLORIDA LAND SURVEYOR
FLORIDA STATE REG. No. 2580



84648 P0497

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



LEGAL DESCRIPTION: Unit 18, Unit 19, Unit 20 and Unit 21, Building "E",

A portion of Bethesda Park, P.U.D., a subdivision as recorded in Plat Book 46, Page 77, in the Public Records of Palm Beach County, Florida and more particularly described as follows:

Commencing at the S.E. corner of said Bethesda Park; thence run N 1°02'06"W along the East line of said Bethesda Park, 319.14 Feet; thence run N 89°56'18"W, 367.74 Feet to the Point of Beginning; thence continue along the last described course 110.67 Feet; thence run N 0°03'42"E, 55.50 Feet; thence run S 89°56'18"E, 110.67 Feet; thence run S 0°09'42"W, 55.50 Feet to the Point of Beginning.

CERTIFICATION:

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements of record.
All improvements shown hereon are existing.

B4648 P0498

Surison A. Gentry
Surison A. Gentry
Registered Florida Land Surveyor
No. 2580

Date of Site Plan: Nov. 7, 1984
Date of FND Survey: March 12, 1985
Date of Final Survey: July 25, 1985

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

GENTRY ENGINEERING & LAND SURVEYING, INC.
Engineers & Land Surveyors
P. O. Box 243
DELRAY BEACH, FLORIDA 33444

85 217484

SEP 25 AM 10:53

B4660 P0680

EIGHTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings;

WHEREAS, construction of BUILDING F, UNITS 22,23,24 and 25 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, demensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated August 26, 1985, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building F, Units 22,23,23, and 25 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et.seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building F in Exhibit 3 of the Declaration, as amended hereby, have been fully

RECORD AND RETURN TO: GIBBALTAR TITLE OF BOCA RATON, INC. 301 Crawford Boulevard, Suite 203 Boca Raton, Florida 33432

2/1.60

completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4425, pages 777, et seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 23rd day of September, 1985.

Witnesses:

[Signature]
[Signature]

BETHESDA PARK DEVELOPMENT CORPORATION

BY: [Signature]
President

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 23rd day of September, 1985 by STUART FEINER and _____ respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

[Signature]
Notary Public
SEAL
PUBLIC

My Commission Expires: _____
Notary Public, State of Florida in Large
My Commission Expires September 23, 1988

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

84660 P0681

SURVEYOR'S CERTIFICATE
BUILDING F, BETHESDA PARK A CONDOMINIUM

THIS IS TO CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AS BUILDING F, BETHESDA PARK CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE AND THE ATTACHED MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES, ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVING SUCH BUILDINGS, AS SET FORTH IN THE DECLARATION, HAVE BEEN SUBSTANTIALLY COMPLETED.

DATED THIS 23RD DAY OF SEPT., 1985, AT DELRAY BEACH, PALM BEACH COUNTY FLORIDA.

WITNESSES:

Elizabeth S. Reynolds
Patricia L. Colman

Burlison A. Gentry
BURLISON A. GENTRY
REGISTERED FLORIDA LAND SURVEYOR
FLORIDA STATE REG. NO. 2588

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

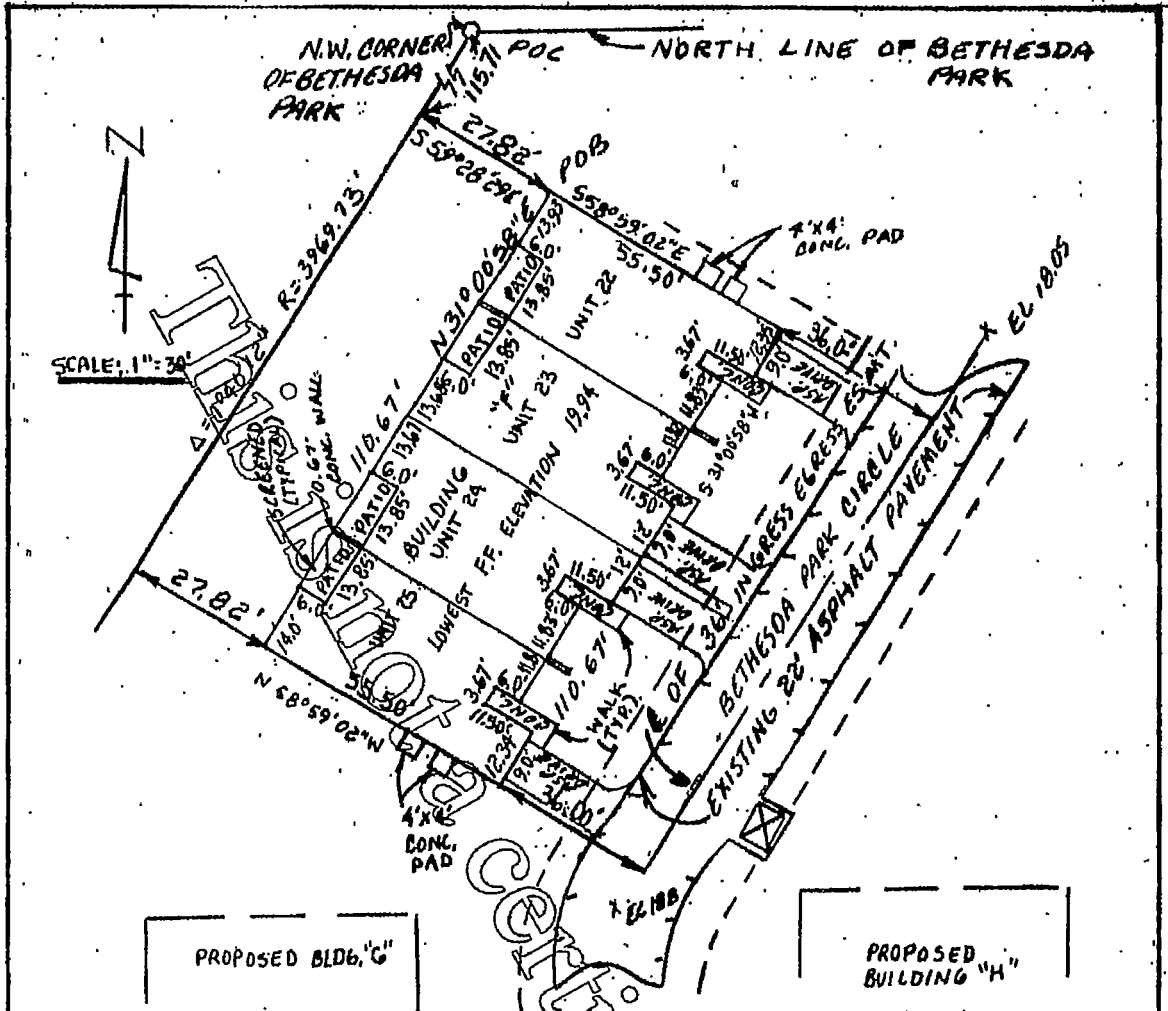
I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements, personally appeared BURLISON A. GENTRY, REGISTERED FLORIDA LAND SURVEYOR, who is known to me to be, or proved to my satisfaction that he is the person described in and who executed the foregoing instrument. He Acknowledged before me that he executed the foregoing instrument.

Executed and sealed by me at *DeLray Beach*, Florida, on this *23rd* day of *September*, 1985.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires September 24, 1988

Margaret Y. Havel
Notary Public

84660 P0682



PROPOSED BLDG. "G"

PROPOSED BUILDING "H"

NOTE: ELEVATIONS BASED ON MEAN SEA LEVEL DATUM.

LEGAL DESCRIPTION: Unit 22, Unit 23, Unit 24 and Unit 25, Building "F", A portion of Bethesda Park P.U.D., a subdivision, as recorded in Plat Book 46, Page 77, in the Public Records of Palm Beach County, Florida and more particularly described as follows:

Commencing at the Northwest corner of said Bethesda Park; thence run Southwesterly along the arc of a curve to the right being the Westerly boundary of said Bethesda Park and the Easterly Right-of-way of Interstate Highway 95, a distance of 115.71 feet, said curve having a central angle of $104^{\circ}12'$, a radius of 3969.73 feet and a chord bearing of $S 29^{\circ}41'26''W$; thence run $S 59^{\circ}28'29''E$, radial to the aforementioned curve, 27.82 feet to the Point of Beginning; thence run $S 58^{\circ}59'02''E$, a distance of 55.50 feet; thence run $S 31^{\circ}00'58''W$, a distance of 110.67 feet; thence run $N 58^{\circ}59'02''W$, a distance of 55.50 feet; thence run $N 31^{\circ}00'58''E$, a distance of 110.67 feet to the Point of Beginning.

CERTIFICATION:

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements of record.
All improvements shown hereon are existing.

B4660 P0683

Barclay A. Gentry
Registered Florida Land Surveyor
No. 2560

Date of Site Plans: March 18, 1985
Date of FND Survey: April 29, 1985
Date of Final Survey: Aug. 26, 1985

GENTRY ENGINEERING & LAND SURVEYING, INC.
P. O. Box 243 (305) 272-1924
DELRAY BEACH, FL 33444

CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the EIGHTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING F, UNITS 22,23,24, AND 25 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of Third Amendment thereto, whether for assessments or otherwise.

DATED: September 23, 1985 DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

BY: [Signature]

(SEAL)

STATE OF FLORIDA)
) S.S.
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named James E. Randolph, Jr. as Vice President of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as Mortgagee appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 26, 1989
Bonded thru Patterson - Becht Agency

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432

B4660.P0684

bpcjm7 9/85

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

NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns

WITNESSETH

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings: and

WHEREAS, construction of BUILDING G, UNITS 26, 27, 28 and 29 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated October 31, 1985, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building G, Units 26, 27, 28 and 29 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et. seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

86 003600

1986 JAN -6 AM 10:38

B4758 P0119

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 213
Boca Raton, Florida 33432

21.60

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building H in Exhibit 3 of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Commons Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 23 of December, 1985.

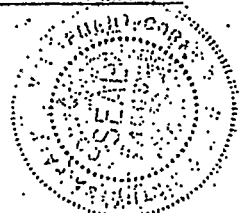
Witnesses:

[Handwritten signatures of witnesses]

BETHESDA PARK DEVELOPMENT CORPORATION

BY: *[Signature]*

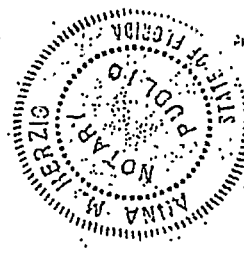
(Corporate Seal)



STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 23 of December, 1985 by and respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

[Signature of Notary Public]
Notary Public



My Commission Expires: Notary Public, State of Florida
My Commission Expires Dec. 4, 1986
Bonded Thru Troy Fain-Insurance, Inc.

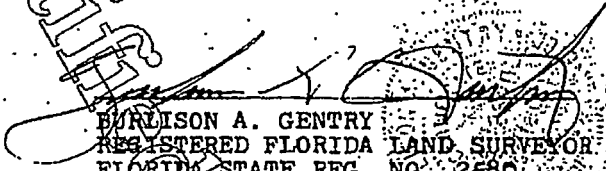
THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

B4758 P0120

SURVEYOR'S CERTIFICATE
BUILDING "G", BETHESDA PARK
A CONDOMINIUM

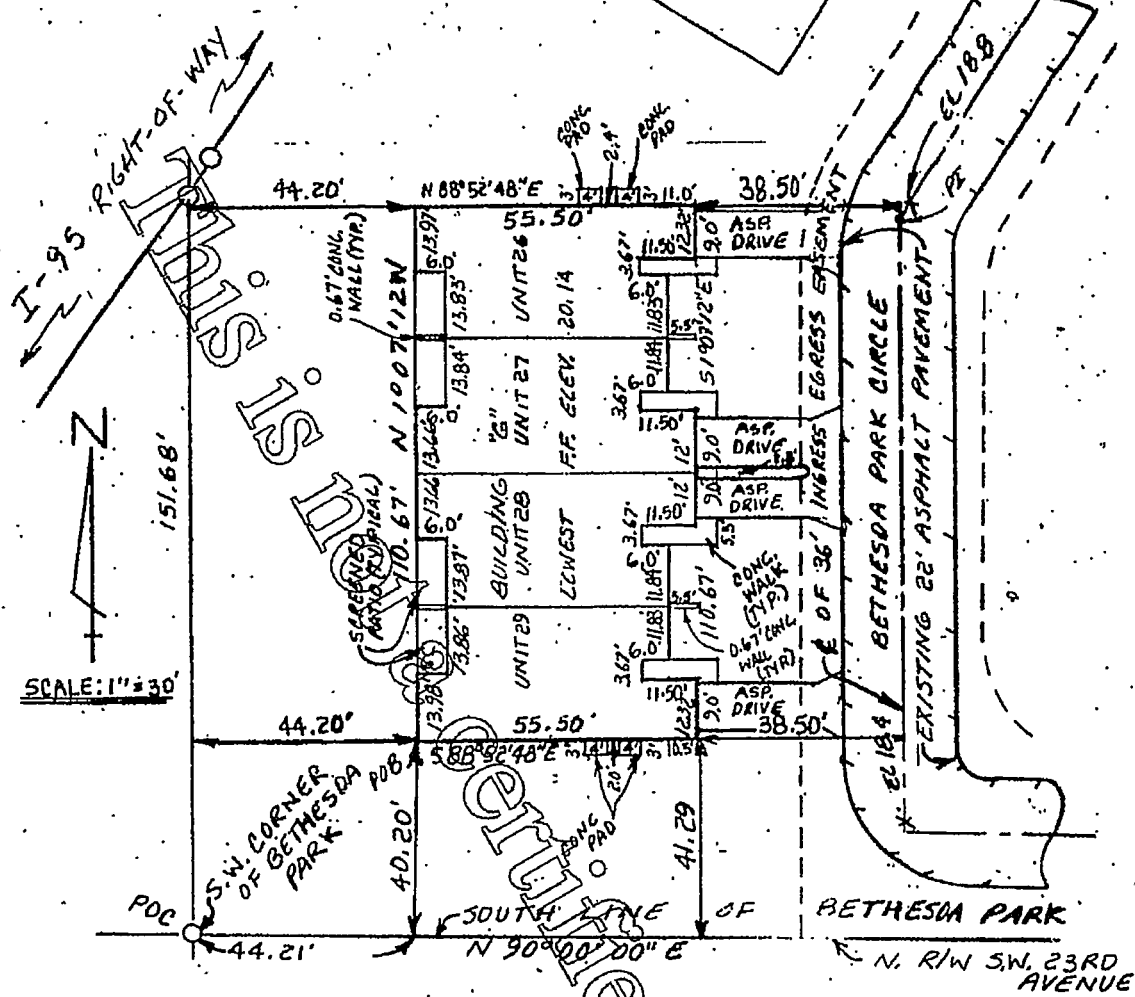
THIS IS TO CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AS BUILDING "G", BETHESDA PARK CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE AND THE ATTACHED MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVING THIS BUILDING, AS SET FORTH IN THE DECLARATION, HAVE BEEN SUBSTANTIALLY COMPLETED.

DATED THIS 31st DAY OF OCTOBER, 1985, AT DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.


BURDISON A. GENTRY
REGISTERED FLORIDA LAND SURVEYOR
FLORIDA STATE REG. NO. 2580

84758 P0121

Note: Elevation Based on Mean Sea Level Datum.



LEGAL DESCRIPTION: Unit 26, Unit 27, Unit 28 and Unit 29, Building "G",
 A portion of Bethesda Park P.U.D., a subdivision as recorded in Plat Book
 46, Page 77, in the Public Records of Palm Beach County, Florida and more
 particularly described as follows:

Commencing at the Southwest corner of said Bethesda Park; thence run
 N 90°00'00"E, a distance of 44.21 feet along the South line of said
 Bethesda Park and the Northerly Right-of-way line of S.W. 23rd Avenue;
 thence run N 1°07'12"W, a distance of 40.20 feet to the Point of Beginning;
 thence continue along the last described course a distance of 110.67 feet;
 thence run N 88°52'48"E, a distance of 55.50 feet; thence run S 1°07'12"E,
 a distance of 110.67 feet; thence run S 88°52'48"W, a distance of 55.50
 feet to the Point of Beginning.

CERTIFICATION:

I hereby certify this sketch as shown hereon represents a survey made under
 my direction and to be true and accurate to the best of my knowledge and
 belief, subject to easements of record.

All improvements shown hereon are existing.

[Signature]
 Harrison A. Gentry
 Registered Florida Land Surveyor
 No. 2580

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

Date of Site Plan: March 15, 1985
 Date of FND Survey: May 29, 1985
 Date of Final Survey: 10/31/85

**GENTRY ENGINEERING
 & LAND SURVEYING, INC.**
 P. O. Box 243 (305) 272-1924
 DELRAY BEACH, FL 33444

BULES 00122

CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING G, UNITS 26,27,28 and 29 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of NINTH Amendment thereto, whether for assessments or otherwise.

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

DATED: December 31, 1985

BY:

(SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL) S.S.

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named James E. Randolph, Jr. as Vice President of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:

James E. Randolph, Jr.
Notary Public, State of Florida
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 26, 1989
Bonded thru Patterson - Becht Agency

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432

84758 P0123

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

TENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns:

WITNESSETH:

WHEREAS Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings: and

WHEREAS, construction of BUILDING H, UNITS 30,31,32 and 33 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2380 dated November 27, 1985, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building H, UNITS 30,31,32 and 33 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et. seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

86 003599

1986 JAN -6 AM 10:38

2160

B4758 P0114

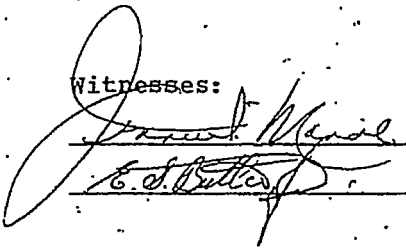
18
RECORD AND RETURN TO:
GIBBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building G in Exhibit 3 of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Commons Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4475, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 23 day of December, 1985.

Witnesses:

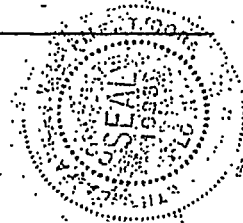


C. S. Butler

BETHESDA PARK DEVELOPMENT CORPORATION

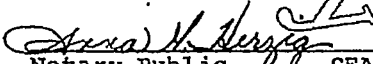
BY: _____

(Corporate Seal)



STATE OF FLORIDA)
) S.S.
COUNTY OF BROWARD)

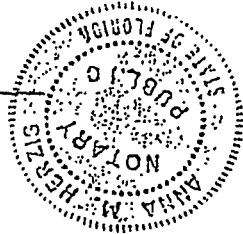
The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 23 day of December, 1985 by _____ as _____, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.


Notary Public SEAL

Notary Public, State of Florida

My Commission Expires: My Commission Expires Dec. 4, 1986

Bonded Thru Troy Fair Insurance, Inc.



THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

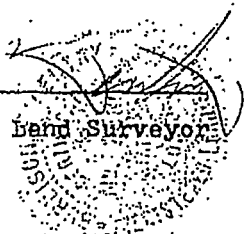
B4758 P0115

SURVEYOR'S CERTIFICATE
BUILDINGS "H" AND "M", BETHESDA PARK
A CONDOMINIUM

THIS IS TO CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AS BUILDINGS "H" AND "M", BETHESDA PARK CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE AND THE ATTACHED MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVING THESE BUILDINGS, AS SET FORTH IN THE DECLARATION, HAVE BEEN SUBSTANTIALLY COMPLETED.

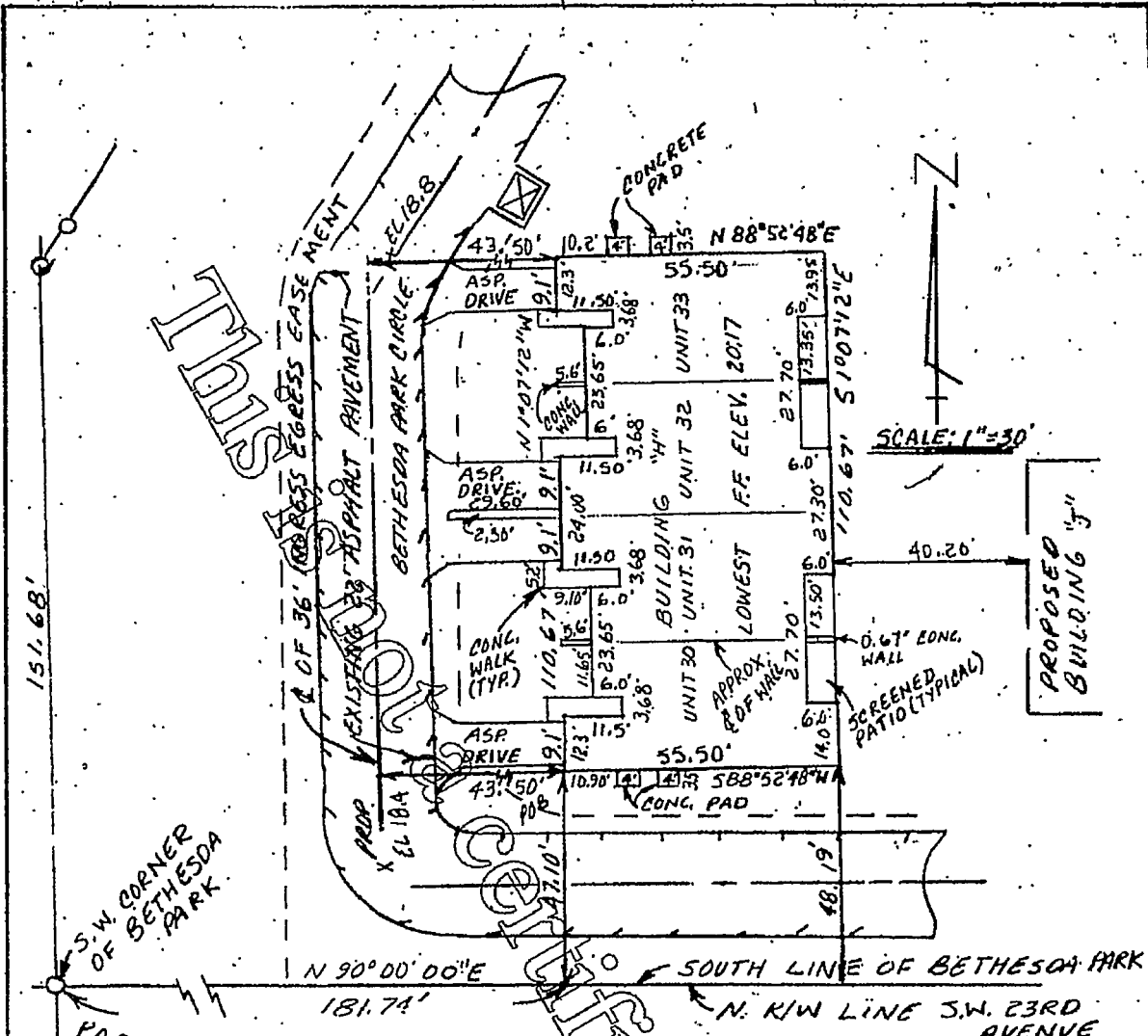
DATED THIS 27th DAY OF NOVEMBER, 1985, AT DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

Burlison A. Gentry
Registered Florida Land Surveyor
No. 2580



84758 P0116

Not a Certified Copy



NOTES:

1. ELEVATIONS BASED ON MEAN SEA LEVEL DATUM
2. ALL BUILDING DIMENSIONS ARE OUTSIDE WALL DIMENSIONS
3. UNIT BOUNDARIES ARE APPROXIMATE CENTER LINE OF WALL

LEGAL DESCRIPTION: Unit 30, Unit 31, Unit 32 and Unit 33, Building "H".

A portion of Bethesda Park P.U.D., a subdivision as recorded in Plat Book 46, Page 77, in the Public Records of Palm Beach County, Florida and more particularly described as follows:

Commencing at the Southwest corner of said Bethesda Park; thence run N 90°00'00"E along the South line of said Bethesda Park and the North Right-of-way line of S.W. 23rd Avenue, a distance of 181.74 feet; thence run N 1°07'12"W, a distance of 47.10 feet to the Point of Beginning; thence continue along the last described course, a distance of 110.67 feet; thence run N 88°52'48"E, a distance of 55.50 feet; thence run S 1°07'12"E, a distance of 110.67 feet; thence run S 88°52'48"W, a distance of 55.50 feet to the Point of Beginning.

CERTIFICATION:

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements of record. All improvements shown hereon are existing.

Date of Final survey, 11/27/85

[Signature]
 Burlison A. Gentry
 Registered Florida Land Surveyor
 No. 2580

Date of Site Plan, March 15, 1985
 Date of FND survey, July 18, 1985

**GENTRY ENGINEERING
 & LAND SURVEYING, INC.**
 P. O. Box 243 (305) 272-1924
 DELRAY BEACH, FL 33444

B4758 P0117

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

CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the TENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING H, UNITS 30,31,32 and 33 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of TENTH Amendment thereto, whether for assessments or otherwise.

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

DATED: December 31, 1985

BY: *[Signature]*
(SEAL)

STATE OF FLORIDA)
) S.S.
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named James E. Randolph, Jr. as Vice President of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 26, 1989
Bonded thru Patterson - Becht Agency

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432

84758 P0118

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

ELEVENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings; and

WHEREAS, construction of BUILDING J, UNITS 45, 46, 47 and 48 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated January 23, 1986, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building J, UNITS 45, 46, 47, and 48 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et. seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

1986 JUN 1 AM 11:07 86 165821

216

B4926 P0028

RECORD AND RETURN TO:
GIBBALTAR TITLE OF BOCA RAION, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building J in Exhibit 3 of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Commons Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans, including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 26th of June, 1986.

Witnesses:

James Mandel
E. S. Butcher

BETHESDA PARK DEVELOPMENT CORPORATION

BY: [Signature]

(Corporate Seal)

STATE OF FLORIDA)
) S.S.
COUNTY OF BROWARD)

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 26th of June, 1986, by and respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

[Signature]
Notary Public



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 18, 1987
BONDED THROUGH MUROSKI-ASHTON INC

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

BPCAM

B4926 P0029

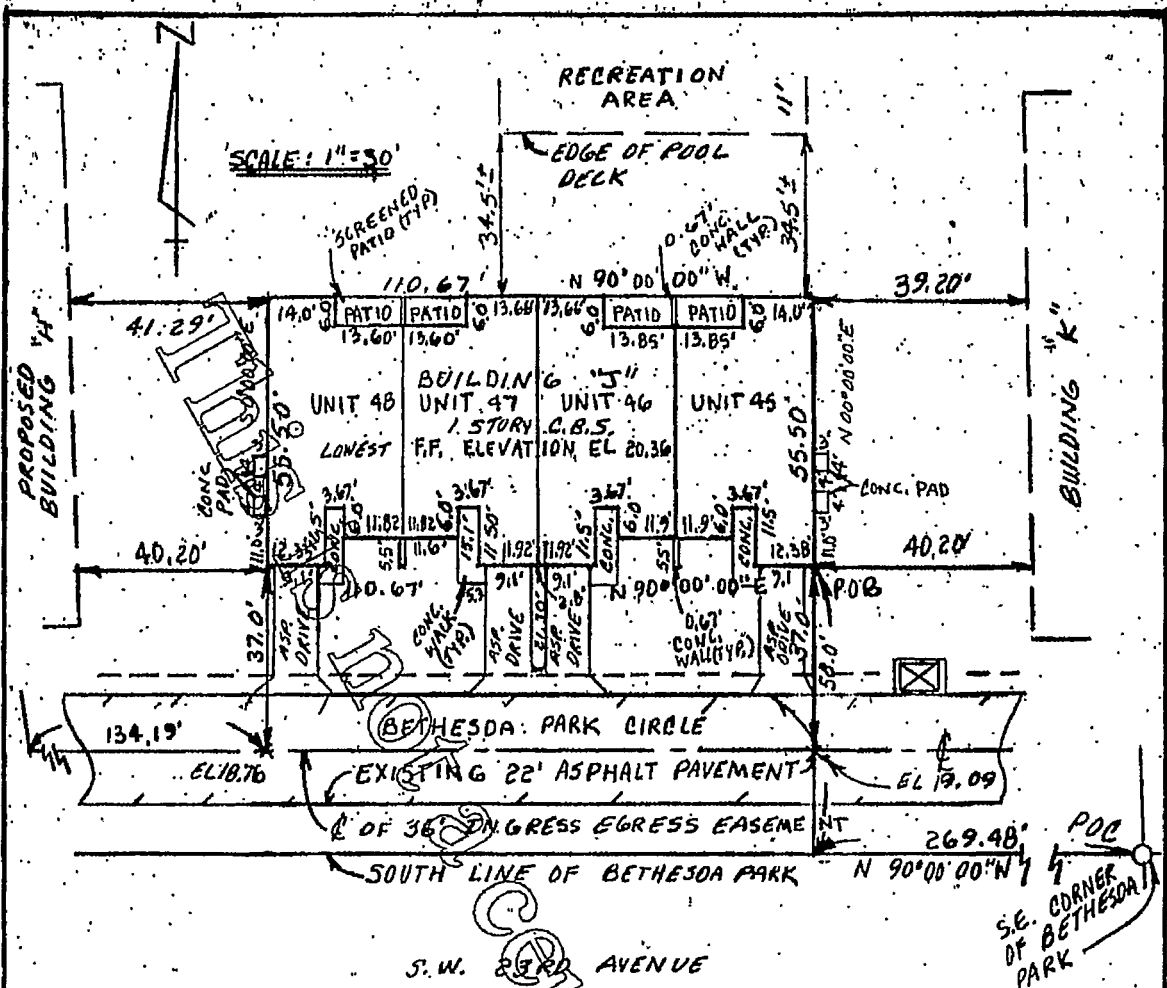
SURVEYOR'S CERTIFICATE
BUILDING "J", BETHESDA PARK
A CONDOMINIUM

THIS IS TO CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AS BUILDING "J", BETHESDA PARK CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE AND THE ATTACHED MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVING THIS BUILDING, AS SET FORTH IN THE DECLARATION, HAVE BEEN SUBSTANTIALLY COMPLETED.

DATED THIS 23RD DAY OF JANUARY, 1986, AT DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.


Harrison A. Gentry
Registered Florida Land Surveyor
Florida State Reg. No. 2580

84926 P0030



Note: Elevations based on Mean Sea Level datum.
 This survey meets the Min. Technical Standards of Chapter 21 HH-6.
 All Building Dimensions are outside Wall Dimensions.

LEGAL DESCRIPTION: Unit 45, Unit 46, Unit 47 and Unit 48, Building "J",
 A portion of Bethesda Park P.U.D., a subdivision as recorded in Plat Book 46, Page 77, in the Public Records of Palm Beach County, Florida and more particularly described as follows:

Commencing at the Southeast corner of said Bethesda Park; thence run N 90°00'00"W, a distance of 269.48 feet; thence run N 00°00'00"E, a distance of 58.00 feet to the Point of Beginning; thence continue along the last described course a distance of 55.50 feet; thence run N 90°00'00"W, a distance of 110.67 feet; thence run S 00°00'00"E, a distance of 55.50 feet; thence run N 90°00'00"E, a distance of 110.67 feet to the Point of Beginning.

CERTIFICATION:
 I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements and right-of-ways of record. All improvements shown hereon are existing.

Buyer's Title
 Registered Professional Florida Land Surveyor
 No. 1250
 Date of this Survey: March 15, 1985
 Date of this Survey: Sept. 3, 1985
 Date of this Survey: Jan. 23, 1986

GENTRY ENGINEERING & LAND SURVEYING, INC.
 P. O. Box 243 (305) 272-1924
 DELRAY BEACH, FL 33444

1 E 926 926 926 926

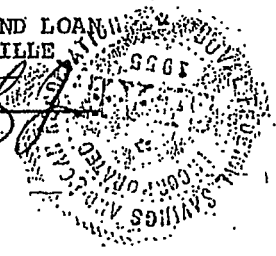
CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the ELEVENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING J, UNITS 45, 46, 47 and 48 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of the ELEVENTH Amendment thereto, whether for assessments or otherwise.

DATED: June 27, 1986

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

By: [Signature]
(SEAL)



STATE OF FLORIDA)
) S.S.
COUNTY OF DUVAL)

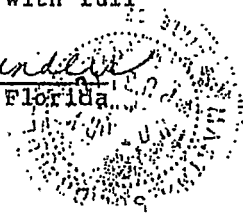
I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named

James H. Abernathy, Jr.
as Sr. Vice President of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as

appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:

[Signature]
Notary Public, State of Florida



NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 26, 1989
Bonded thru Patterson-Becht Agency

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432

B4926 P0032

BPCJM

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

TWELFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings: and

WHEREAS, construction of BUILDING M, UNITS 34, 35 and 36 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated November 27, 1985, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building M, UNITS 34, 35 and 36 of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3, consisting of 3 (Three) pages (O.R. Book 4425, page 777 et. seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

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B4926 P0033

RECORD AND RETURN TO: GIBKALIAN TITLE OF BOCA RATON, INC. 301 Crawford Boulevard, Suite 203 Boca Raton, Florida 33432

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects that all of the improvements delineated for Building M in Exhibit 3 of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 26 of June, 1986.

BETHESDA PARK DEVELOPMENT CORPORATION

Witnesses:
[Signature]
[Signature]

BY: [Signature]

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 26th of June, 1986 by and respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

[Signature]
Notary Public



My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 16, 1987

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

B4926 P0034

BPCAM

SURVEYOR'S CERTIFICATE
BUILDINGS "H" AND "M", BETHESDA PARK
A CONDOMINIUM

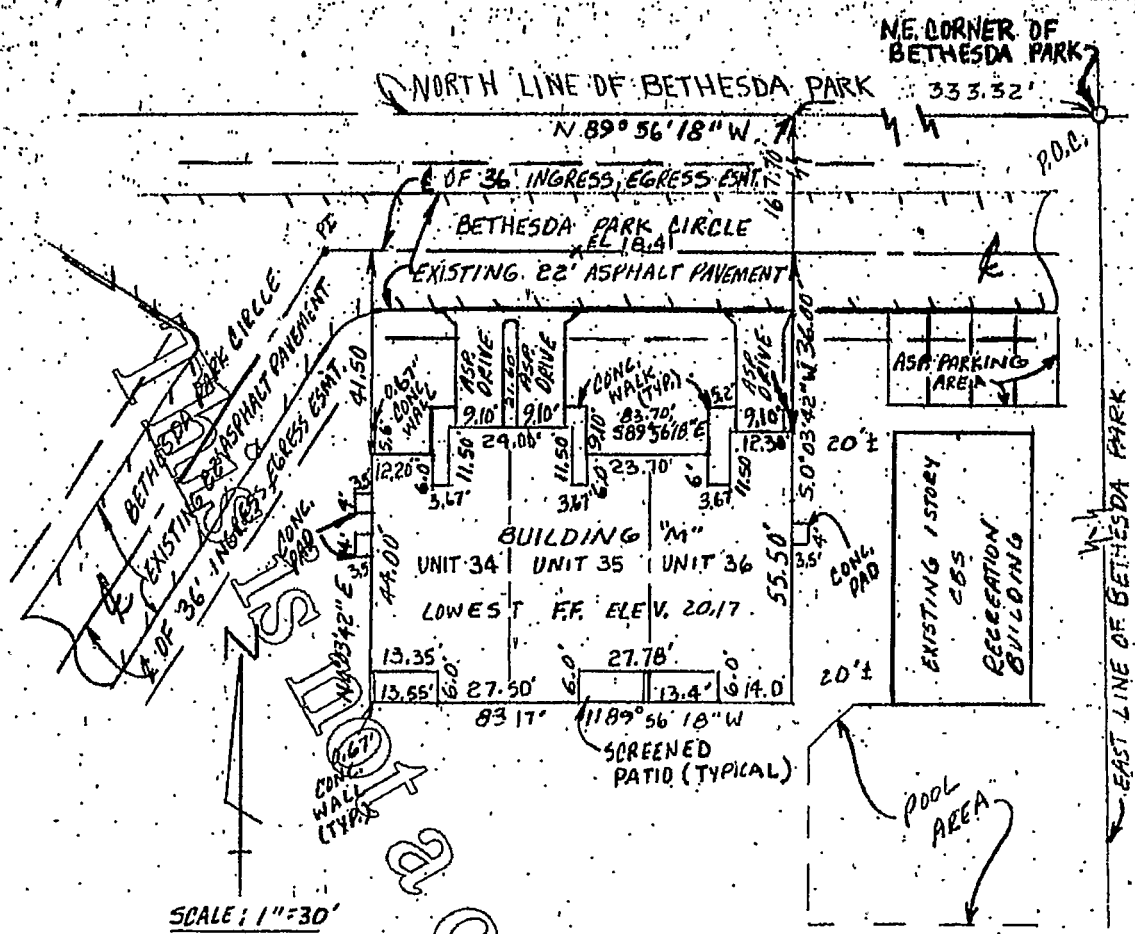
THIS IS TO CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AS BUILDINGS "H" AND "M", BETHESDA PARK CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE AND THE ATTACHED MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVING THESE BUILDINGS, AS SET FORTH IN THE DECLARATION, HAVE BEEN SUBSTANTIALLY COMPLETED.

DATED THIS 27th DAY OF NOVEMBER, 1985, AT DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

Burlison A. Gentry
Registered Florida Land Surveyor
No. 2580

84926 P0035

Not a certified copy



Notes:

All building dimensions are outside wall dimensions.
 Unit boundaries are approximate centerline of wall.
 Elevations based on Mean Sea Level Datum.

LEGAL DESCRIPTION: Unit 34, Unit 35 and Unit 36, Building "M".

A portion of Bethesda Park P.U.D., a subdivision as recorded in Plat Book 46, Page 77, in the Public Records of Palm Beach County, Florida, and more particularly described as follows:

Commencing at the N.E. corner of said Bethesda Park; thence run N 89°56'18" W, along the North line of said Bethesda Park, 333.32 Feet to a point; thence run S 0°03'42"W, 167.70 Feet to the Point of Beginning; thence continue along the last described course 55.50 Feet; thence run N 89°56'18" W, 83.17 Feet; thence run N 0°03'42"E, 55.50 Feet; thence run S 89°56'18"E, 83.17 Feet to the Point of Beginning.

CERTIFICATION

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easements and Rights-of-way of record.
 All improvements shown hereon are existing.

B4926 P0036

Burlison A. Gentry
 Registered Florida Land Surveyor
 No. 2580

Date of Site Map: Nov. 7, 1984
 Date of FND Survey: June 25, 1985
 Date of final Survey: Nov. 27, 1985

GENTRY ENGINEERING & LAND SURVEYING, INC.
 Engineers & Land Surveyors
 P. O. Box 243
 DELRAY BEACH, FLORIDA 33444

CONSENT AND JOINDER

THE UNDERSIGNED, being the Mortgagee under those certain Mortgages made by BETHESDA PARK DEVELOPMENT CORPORATION, as follows: Mortgage dated May 9, 1984, recorded May 15, 1984 in Official Record Book 4239, Page 1939, in the original principal sum of \$1,300,000.00; and Mortgage dated January 11, 1985, recorded January 21, 1985 in Official Record Book 4448, Page 0772, in the original principal sum of \$600,000.00, both of the Public Records of Palm Beach County, Florida, hereby consents to and joins with said Mortgagor, BETHESDA PARK DEVELOPMENT CORPORATION, in the recordation of the TWELFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BETHESDA PARK CONDOMINIUM as recorded in Official Record Book 4425, Page 777, Public Records of Palm Beach County, Florida, which said amendment is for the purpose of adding to Exhibit "3" of said Declaration certain revised surveys, site plans and elevation plans evidencing and reflecting the elevations of BUILDING M, UNITS 34, 35 and 36 of the Condominium as constructed. It being expressly understood and agreed, however, that in no event shall DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, or the lien of said Mortgages be subject to any lien, encumbrance or rights created by or arising under said Declaration of TWELFTH Amendment thereto, whether for assessments or otherwise.

DATED: June 27, 1986

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

BY: [Signature] (SEAL)

STATE OF FLORIDA)
) S.S.
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that the above named

James H. Abernathy, Jr.
as Sr. Vice President of DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE, personally known to me to be the same person whose name is subscribed in the foregoing Consent and Joinder as

appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said lending institution for the uses and purposes therein set forth with full authority to do so.

My Commission Expires:

[Signature] Notary Public, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 26, 1989
Bonded thru Patterson - Becht Agency

THIS INSTRUMENT PREPARED BY:
MAXINE V.E. REYNOLDS, ESQUIRE
301 CRAWFORD BLVD.
BOCA RATON, FL 33432

BPCJM

B4926 P0037

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B4469 P0248

AMENDMENT NUMBER ONE
DECLARATION OF CONDOMINIUM
FOR

BETHESDA PARK CONDOMINIUM

Recorded in Official Record Book 4425, Page 0777 et. seq. Public Records Palm Beach County, Florida:

Made this 10th day of January, 1985, by BETHESDA PARK DEVELOPMENT CORP., a corporation registered and authorized to do business in Florida, hereinafter called the "Developer", for itself, its successors, grantees, assignees, or their transferees and all purchasers or persons under contract to purchase unit(s) in BETHESDA PARK CONDOMINIUM, all of whom join herein as evidenced by their signatures hereon.

WHEREAS, Developer and all purchasers and persons under contract to purchase desire to maintain a homogenous, harmonious residential community, and

WHEREAS, all Parties hereto desire to clarify that this condominium is an adults only community, and

WHEREAS, it is in the best interests of all Parties to maintain a congenial residence for adults only,

NOW, THEREFORE, the Developer and the undersigned, being all of the purchasers and parties under contract to purchase, make the following declarations:

1. The Prospectus, Page 5, is amended in Part 10, paragraph One, Units, to state that each of the Units shall be occupied only by an owner, members of owner's family, owner's servants and guests, or lessees and their family, servants and guests, all of whom must be sixteen years of age or over, as a residence and for no other purpose. See also Paragraph Eight hereof, Leasing: relative to lessees, which is incorporated herein by reference.

2. The Prospectus, Page 7, is amended in Part 10, Paragraph Eight, Leasing: as follows:

Leasing: After approval by the Association as elsewhere required, entire units may be leased, provided the occupancy is only by lessee, lessee's family, servants and guests, all of whom must be sixteen years of age or over, and further provided that all provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations are applicable to and enforceable against any person or persons occupying a unit to the same extent as to the unit owner.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of units by any owner other than the developer shall be subject to the provisions of paragraphs 11 and 12 of the Declaration of Condominium, as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

In addition to the above restrictions, paragraph 6 of the Declaration of Condominium provides that there shall be no partition of any unit or a part of the common elements and any attempt to do so shall be null and void.

In addition, paragraph 9.2 of the Declaration of Condominium provides that the unit owner shall not paint or otherwise decorate or change the appearance of the exterior of the unit building and paragraph 9.3 of the Declaration of Condominium provides that the unit owners shall not make any alteration or remove any portion of the building without first obtaining approval in writing of all the owners of the units of the building affected and the Board of Administration.

Prepared by: Maxine V. E. Reynolds
Suite 201, 301 Crawford Boulevard
Boca Raton, Florida 33432

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

3. The Declaration of Condominium, Page 3, is amended in paragraph 2.13 as follows:

Member. As used herein the term "member" means and refers to any person, natural or corporate, competent to contract, who becomes a member of the Association as described in this Declaration, the Articles and By-Laws, whether or not that person participates in the Association as a member.

~~4. The Declaration of Condominium, Page 9, is amended in paragraph 10.1-1 as follows:~~

"1. Each of the Units shall be occupied only by an owner, owner's family, owner's servants and guests or lessee and their family, servants and guests, ALL OF WHOM MUST BE sixteen (16) YEARS OF AGE or older, as a residence and for no other purpose. See also Article 10.8 relative to lessees which is incorporated herein by reference."

5. The Declaration of Condominium Page 9, is amended in paragraphs 10.1-7 as follows:

"7. There are Restrictions relative to children and the number of persons residing in the condominium. No persons less than sixteen (16) years of age shall reside in the condominium. Reasonable supervision over family members, guests, servants and invitees must be exercised by unit owners and lessees when persons are utilizing the common elements. There shall be no more than two persons per bedroom."

6. The Declaration of Condominium, Page 11, is amended in paragraph 10.8 as follows:

"10.8 Leasing After approval by the Association as elsewhere required, entire units may be leased, provided the occupancy is only by lessee, lessee's family, servants and guests, all of whom must be sixteen (16) years of age or over and further provided that all provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations are applicable to and enforceable against any person or persons occupying a unit to the same extent as to the unit owner.

7. The Declaration of Condominium Page 11, is amended in Paragraph 11.1 to insert before 11.1-1 the following:

"No approval will be granted to any use or occupancy by persons under the age of sixteen years."

8. Exhibit 5 to the Declaration of Condominium "Rules and Regulations" (page 5-3) is amended in Paragraph 6 to read as follows:

6. Children No persons less than sixteen (16) years of age shall reside in the condominium. Reasonable supervision over family members, guests, servants and invitees must be exercised by all unit owners and lessees when persons are utilizing the common areas. There shall be no more than two (2) persons per bedroom.

9. Exhibit 5 to the Declaration of Condominium "Rules and Regulations" (page 5-5) is amended to add at the end of paragraph 21, the following:

"including, but not limited to paragraph six (6) hereof."

B4469 P0249

IN WITNESS WHEREOF, the undersigned Developer and all purchasers or persons under contract to purchase have caused this Amendment Number One to the Declaration of Condominium for BETHESDA PARK CONDOMINIUM to be signed on this 10th day of January, 1985.

Signed, sealed and delivered in the presence of

Charles J. Jensen
Anna Jensen

(Corporate seal)

BETHESDA PARK DEVELOPMENT CORP., a Florida corporation

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day personally appeared before me; the undersigned authority, the President and Secretary of BETHESDA PARK DEVELOPMENT CORP., respectively, and acknowledged before me that they executed the foregoing First Amendment to the Declaration of Condominium as and for the act and deed of BETHESDA PARK DEVELOPMENT CORP.

WITNESS my hand and official seal this 10th day of January, 1985.

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES SEPT 16, 1987
BONDED THROUGH MUROSKI-ASHTON INC

[Signature]
Notary Public

Signed, sealed and delivered in the presence of

_____ as to Mildred and Dithmar H. Bulla

_____ as to Mildred and Dithmar H. Bulla

_____ Dithmar H. Bulla

_____ Mildred Bulla

_____ William C. Jensen

B4469 P0250

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

IN WITNESS WHEREOF, the undersigned, being all of the members and directors of BETHESDA PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, have caused this Amendment Number One to the Declaration of Condominium for BETHESDA PARK CONDOMINIUM to be signed this 10 day of January, 1985:

Signed, sealed and delivered in the presence of

Charles H. [Signature]
[Signature]

(Corporate seal)

BETHESDA PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]
President

Attest: [Signature]
Secretary

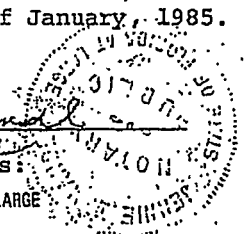
STATE OF FLORIDA
COUNTY OF BROWARD

On this day personally appeared before me, the undersigned authority, the President and Secretary of BETHESDA PARK CONDOMINIUM ASSOCIATION, respectively, and acknowledged before me that they executed the foregoing First Amendment to the Declaration of Condominium as and for the act and deed of BETHESDA PARK CONDOMINIUM ASSOCIATION, INC.

WITNESS my hand and official seal this 10th day of January, 1985.

[Signature]
Notary Public
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 16, 1987
BONDED THROUGH MURPHY-ASHTON INC



84469 P0251

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

IN WITNESS WHEREOF, the undersigned Developer and all purchasers or persons under contract to purchase have caused this Amendment Number One to the Declaration of Condominium for BETHESDA PARK CONDOMINIUM to be signed on this _____ day of _____, 1985.

Signed, sealed and delivered in the presence of

BETHESDA PARK DEVELOPMENT CORP., a Florida corporation

By: _____
President

(Corporate seal)

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day personally appeared before me, the undersigned authority, the President and Secretary of BETHESDA PARK DEVELOPMENT CORP., respectively, and acknowledged before me that they executed the foregoing First Amendment to the Declaration of Condominium as and for the act and deed of BETHESDA PARK DEVELOPMENT CORP.

WITNESS my hand and official seal this 15th day of JAN. 1985.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 4 1987
BONDED THRU GENERAL INSURANCE UND

Signed, sealed and delivered in the presence of

William A. Jensen
Notary Public

Leri L. Morse
as to Mildred and Dithmar H. Bulla
Kurt L. Thorne
as to Mildred and Dithmar H. Bulla

Dithmar H. Bulla
Dithmar H. Bulla

Mildred Bulla
Mildred Bulla

William C. Jensen

B4469 P0252

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

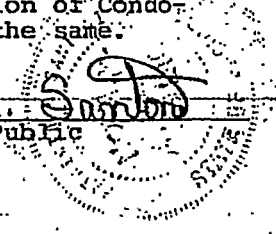
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared DITHMAR H. BULLA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 4 1987
BONDED THRU GENERAL INSURANCE UND

Patricia A. Sanford
Notary Public



STATE OF FLORIDA

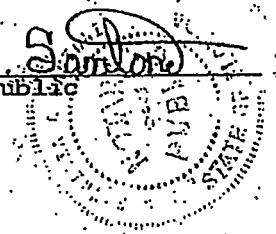
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MILDRED BULLA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 4 1987
BONDED THRU GENERAL INSURANCE UND

Patricia A. Sanford
Notary Public



STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared WILLIAM C. JENSEN, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MARY L. JENSEN, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

B4469 P0253

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

IN WITNESS WHEREOF, the undersigned Developer and all purchasers or persons under contract to purchase have caused this Amendment Number One to the Declaration of Condominium for BETHESDA PARK CONDOMINIUM to be signed on this _____ day of _____, 1985.

Signed, sealed and delivered in the presence of _____

BETHESDA PARK DEVELOPMENT CORP.; a Florida corporation

By: _____
President

(Corporate seal)

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day personally appeared before me, the undersigned authority, the President and Secretary of BETHESDA PARK DEVELOPMENT CORP., respectively, and acknowledged before me that they executed the foregoing First Amendment to the Declaration of Condominium as and for the act and deed of BETHESDA PARK DEVELOPMENT CORP.

WITNESS my hand and official seal this 7th day of January, 1985.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 14 1985
BONDED THRU GENERAL INS. UNDERWRITERS

Signed, sealed and delivered in the presence of

Robert K. Jensen
as to William C. Jensen and Mary L. Jensen
Maria E. Kocad
as to William C. Jensen and Mary L. Jensen

Robert K. Jensen
Notary Public

Dithmar H. Bulla

Mildred Bulla

William C. Jensen
William C. Jensen

B4469 P0254

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Mary L. Jensen
Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Raith Y. Arnold

Thomas J. Ennis

Michael J. Desiderio

Catherine M. Desiderio

Clifford McCoy

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

B4469 P0255

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared STEVEN L. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ELIZABETH B. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared WILLIAM C. JENSEN, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 14 1985
BONDED THRU GENERAL INS & UNDERWRITERS

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MARY L. JENSEN, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 14 1985
BONDED THRU GENERAL INS & UNDERWRITERS

B4469 P0256

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

84469 P0257

Nicholas J. Agnost
Donald Carver

Nicholas J. Agnost
Donald Carver

Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Edith V. Arnold

Thomas J. Ennis

Michael J. Desiderio

Catherine M. Desiderio

Clifford McCoy

This is not a certified copy

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

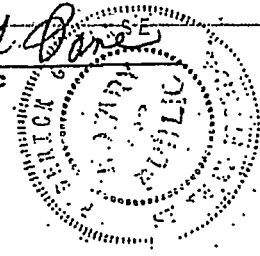
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared STEVEN L. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Robert H. Bore
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 2, 1988
BONDED THRU GENERAL INS. UND.



STATE OF FLORIDA

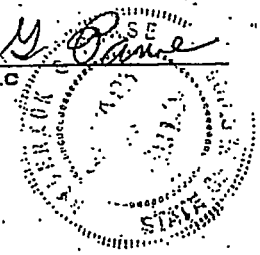
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ELIZABETH B. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Robert H. Bore
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 2, 1988
BONDED THRU GENERAL INS. UND.



STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared WILLIAM C. JENSEN, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MARY L. JENSEN, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

84469 P0258

→ RECORD AND RETURN TO: ←
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins
Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Edith Y. Arnold

Thomas J. Ennis

Michael J. Desiderio

Catherine M. Desiderio

Clifford McCoy

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

This

1-20-85 See notes
page for
workings

Not Certified

B4469 P0259

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared STEVEN L. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and he acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ELIZABETH M. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and she acknowledged before me that she executed the same.

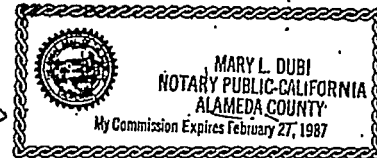
My commission expires:

Notary Public

STATE OF CALIFORNIA
County of Alameda } SS.

(INDIVIDUAL ACKNOWLEDGEMENT)

On this 10th day of January, in the year 1985, before me, Mary L. DUBI, a Notary Public in and for said State, personally appeared Steven M. Jenkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged that he executed it.
WITNESS my hand and official seal.



Signature Mary L. Dubi
62-0718 (11-82)

(Notary's Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ANTHONY H. QUIRINO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

84469 P0260

→ RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Edith Y. Arnold

Thomas J. Ennis

Michael J. Desiderio

Catherine M. Desiderio

Clifford McCoy

THIS IS A

1/10/50
1/10/50
Helen A. Jacobs
Deki A. Brown

Helen A. Jacobs
Deki A. Brown

CRITIC.COM

B4469 P0261

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared STEVEN L. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and he acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ELIZABETH R. BUZA, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and she acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared STEVEN M. JENKINS, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ANTHONY H. QUIRINO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

HELEN A. JACOBS

Notary Public, State of New York
Qualified in Columbia County
My Comm. Expires March 30, 1986

4638880

B4469 P0262

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MINNIE LEE QUIRINO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Helen A. Jacobs
Notary Public

HELEN A. JACOBS
Notary Public, State of New York
Qualified in Columbia County
My Comm. Expires March 30, 1986
4638880

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared HENRY N. ARNOLD, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared EDITH Y. ARNOLD, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared THOMAS J. ENNIS, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

B4469 P0263

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Edith Y. Arnold

Thomas F. Ennis

Michael J. Desiderio

Catherine M. Desiderio

Clifford McCoy

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

B4469 P0264

This is Not a Certified Copy

Conrad Snyder
Dwelling
Conrad Snyder
Dwelling

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MINNIE LEE QUIRINO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared HENRY N. ARNOLD, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

✓ Betty M. Grube
Notary Public

Notary Public, State of Florida
My Commission Expires Oct. 20, 1987
Bonded thru Froy Fair Insurance, Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared EDITH Y. ARNOLD, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

✓ Betty M. Grube
Notary Public

Notary Public, State of Florida
My Commission Expires Oct. 20, 1987
Bonded thru Froy Fair Insurance, Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared THOMAS J. ENNIS, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

B4469 P0265

→ RECORD AND RETURN TO: ←
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

84469 P0266

This is Not a Certificate

Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Raith Y. Arnold

Patricia S. Jackson

Robert D. G...

Thomas J. Ennis

Michael J. Desiderio

Catherine M. Desiderio

Clifford McCoy

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MINNIE LEE QUIRINO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared HENRY N. ARNOLD, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared EDITH Y. ARNOLD, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared THOMAS J. ENNIS, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

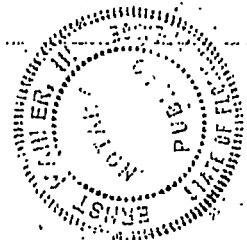
My commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 19, 1986

Notary Public

B4469 P0267

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432



B4469 P0268

WITNESS -

① Laurence Desiderio
 as to Michael J. and Catherine M. Desiderio

② Arnold Desiderio
 as to Michael J. and Catherine M. Desiderio

Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Edith Y. Arnold

Thomas J. Ennis

Michael J. Desiderio
 Michael J. Desiderio

Catherine M. Desiderio
 Catherine M. Desiderio

Clifford McCoy

RECORD AND RETURN TO:
 GIBRALTAR TITLE OF BOCA RATON, INC.
 301 Crawford Boulevard, Suite 203
 Boca Raton, Florida 33432

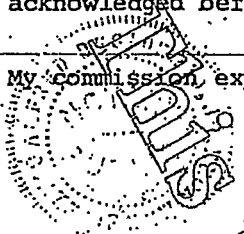
This is not a certified copy

STATE OF ~~FLORIDA~~ New York

COUNTY OF ~~FLORIDA~~ ERIE

On this day before me, the undersigned authority, personally appeared MICHAEL J. DESIDERIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium and acknowledged before me that he executed the same.

My commission expires:



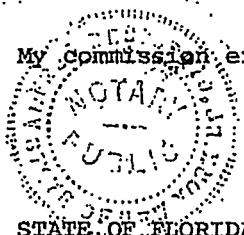
Alfred Desiderio, Jr.
Notary Public
ALFRED DESIDERIO, JR.,
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1986

STATE OF ~~FLORIDA~~ New York

COUNTY OF ~~FLORIDA~~ ERIE

On this day before me, the undersigned authority, personally appeared CATHERINE M. DESIDERIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium and acknowledged before me that she executed the same.

My commission expires:



Alfred Desiderio, Jr.
Notary Public
ALFRED DESIDERIO, JR.,
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1986

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared CLIFFORD McCOY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium and acknowledged before me that he executed the same.

My commission expires:

.....
Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared JESSIE McCOY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

.....
Notary Public

B4469 P0269

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Mary L. Jensen

Steven L. Buza

Elizabeth B. Buza

Steven M. Jenkins

Anthony H. Quirino

Minnie Lee Quirino

Henry N. Arnold

Edith Y. Arnold

Thomas J. Ennis

Michael J. Desiderio

Catherine M. Desiderio

Clifford McCoy

84469 P0276

Mary L. Jensen
Catherine M. Desiderio

Clifford McCoy

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Mary F. Merler

Andrew Phelps

Jessie McCoy

Jessie McCoy

Edward K. Swing, Jr.

James Kerry Price

Robert L. Richardson

Dorothy Richardson

Pasquale J. Salemi

Mary Ann Salemi

Dorothy F. Smalley

Nicholas A. Gaglio

Rose Marie Gaglio

Robert A. McGinley

Kathryn A. McGinley

This is Not a Certificate

84469 P0271

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MICHAEL J. DESIDERIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared CATHERINE M. DESIDERIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared CLIFFORD McCOY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium and acknowledged before me that he executed the same.

My commission expires:

Mary J. Nech
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1988
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared JESSIE McCOY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

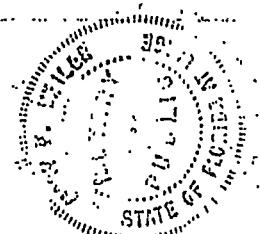
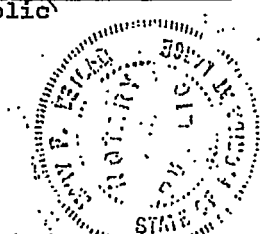
My commission expires:

Mary J. Nech
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1988
BONDED THRU GENERAL INS. UND.

84469 P0272

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432



Salvatore J. May
Mr. Price

Jessie McCoy

[Signature]
Edward K. Swing, Jr.

This is not a certified copy

James Kerry Price

Robert L. Richardson

Dorothy Richardson

Pasquale J. Salemi

Mary Ann Salemi

Dorothy F. Smalley

Nicholas E. Gaglio

Rose Marie Gaglio

Robert A. McGinley

Kathryn A. McGinley

B4469 P0273

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

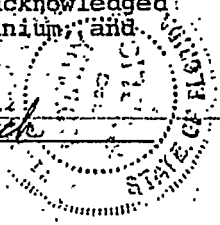
COUNTY OF PALM BEACH

11/10/85
On this day before me, the undersigned authority, personally appeared EDWARD K. SWING, JR., to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 24 1985
BOND NO. THIRD GENERAL INS. UNDERWRITERS

Virginia P. Vynick
Notary Public



STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared JAMES KERRY PRICE, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROBERT L. RICHARDSON, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared DOROTHY RICHARDSON, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

B4469 P0274

Not a Certified Copy

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Jessie McCoy

Edward K. Swing, Jr.

Beth Price 1/7/85
Thomas Price 1/7/85

✓ James Kerry Price
James Kerry Price

Robert L. Richardson

Dorothy Richardson

Pasquale J. Salemi

Mary Ann Salemi

Dorothy F. Smalley

Nicholas A. Gaglio

Rose Marie Gaglio

Robert A. McGinley

Kathryn A. McGinley

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

B4469 P0215

This is not a certified copy

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared EDWARD K. SWING, JR., to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

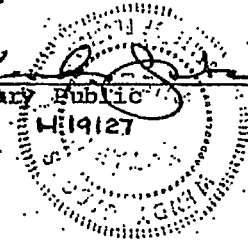
STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared JAMES KERRY PRICE, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires: 7-4-85

Notary Public



STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROBERT L. RICHARDSON, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared DOROTHY RICHARDSON, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

B4469 P0276

→ RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432 ←

Jessie McCoy

Edward K. Swing, Jr.

James Kerry Price

Robert L. Richardson
Robert L. Richardson

Dorothy Richardson
Dorothy Richardson

Pasquale J. Salemi

Mary Ann Salemi

Dorothy F. Smalley

Nicholas A. Gaglio

Rose Marie Gaglio

Robert A. McGinley

Kathryn A. McGinley

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

B4469 P0277

This

Patricia L. Gagnese
Patricia L. Gagnese

Certified
Copy

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared EDWARD K. SWING, JR., to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared JAMES KERRY PRICE, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROBERT L. RICHARDSON, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 2 1987
BONDED THRU GENERAL INSURANCE FUND

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared DOROTHY RICHARDSON, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 2 1987
BONDED THRU GENERAL INSURANCE FUND

84469 P0278

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Jessie McCoy

Edward K. Swing, Jr.

James Kerry Price

Robert L. Richardson

Dorothy Richardson

Pasquale J. Salemi
Pasquale J. Salemi

Pasquale J. Salemi
as to Pasquale J. and Mary Ann Salemi

Mary Ann Salemi
as to Pasquale J. and Mary Ann Salemi

Mary Ann Salemi
Mary Ann Salemi

Dorothy F. Smalley

Nicholas A. Gaglio

Rose Marie Gaglio

Robert A. McGinley

Kathryn A. McGinley

This is Not Certified Copy

B4469 P0279

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared PASQUALE J. SALEMI, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:
Notary Public, State of Florida
My Commission Expires Sept. 5, 1987
Bonds: The Troy Inc - Insurance, Inc

Pasquale J. Salemi
Notary Public
Cararac J. Peters

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MARY ANN SALEMI, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and she acknowledged before me that she executed the same.

My commission expires:
Notary Public, State of Florida
My Commission Expires Sept. 5, 1987
Bonds: The Troy Inc - Insurance, Inc

Mary Ann Salemi
Notary Public
Cararac J. Peters

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared DOROTHY F. SMALLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared NICHOLAS A. GAGLIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

84469 P0280

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

B4469 P0281

This is Not a Certificate

Jessie McCoy

Edward K. Swing, Jr.

James Kerry Price

Robert L. Richardson

Dorothy Richardson

Pasquale J. Salemi

Mary Ann Salemi

Ann R. Carroll
Lillian B. Reed

Dorothy F. Smalley
Dorothy F. Smalley

Nicholas A. Gaglio

Rose Marie Gaglio

Robert A. McGinley

Kathryn A. McGinley

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared PASQUALE J. SALEMI, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MARY ANN SALEMI, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and she acknowledged before me that she executed the same.

My commission expires:

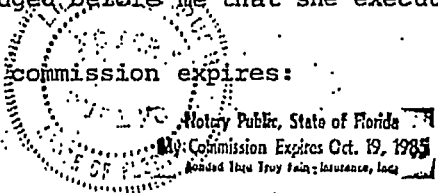
Notary Public

STATE OF FLORIDA

COUNTY OF ~~PALM BEACH~~ *Broward*

On this day before me, the undersigned authority, personally appeared DOROTHY F. SMALLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:



William B. Rush

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared NICHOLAS A. GAGLIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

B4469 P0282

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

This is Not a Certificate

Jessie McCoy

Edward K. Swing, Jr.

James Kerry Price

Robert L. Richardson

Dorothy Richardson

Pasquale J. Salemi

Mary Ann Salemi

Dorothy F. Smalley

Mae Sulzberger
Patricia C. Monaco

Mae Sulzberger
Patricia C. Monaco

Nicholas A. Gaglio
Nicholas A. Gaglio

Rose Marie Gaglio
Rose Marie Gaglio

Robert A. McGinley

Kathryn A. McGinley

B4469 P0283

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared PASQUALE J. SALEMI, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared MARY ANN SALEMI, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and she acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared DOROTHY F. SMALLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared NICHOLAS A. GAGLIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA BY LAKE
MY COMMISSION EXPIRES DEC 11 1985
BONDED THRU GENERAL INS. UNDERWRITERS

B4469 P0284

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca-Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROSE MARIE GAGLIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 11 1985
BONDED THRU GENERAL ISS. UNDERWRITER

Susan B. Robinson
Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROBERT A. MCGINLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

.....
Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared KATHRYN A. MCGINLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

.....
Notary Public

STATE OF

COUNTY OF

On this day before me, the undersigned authority, personally appeared KEVIN C. McCONNELL, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

.....
Notary Public

84469 P0285

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Notary Certified Copy

Jessie McCoy

Edward K. Swing, Jr.

James Kerry Price

Robert L. Richardson

Dorothy Richardson

Pasquale J. Salemi

Mary Ann Salemi

Dorothy F. Smalley

Nicholas A. Gaglio

Rose Marie Gagio

Robert A. McGinley

Kathryn A. McGinley

This is not a certified copy

84469 P0286

Handwritten signatures and initials, including "McGinley" and "Swing".

Handwritten signatures of Robert A. McGinley and Kathryn A. McGinley.

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROSE MARIE GAGLIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROBERT A. MCGINLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public, State of Florida
My Commission Expires Oct. 10, 1986
Bonded thru Troy Feltz Insurance, Inc.

Candice J. Robinson
Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared KATHRYN A. MCGINLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public, State of Florida
My Commission Expires Oct. 10, 1986
Bonded thru Troy Feltz Insurance, Inc.

Candice J. Robinson
Notary Public

STATE OF

COUNTY OF

On this day before me, the undersigned authority, personally appeared KEVIN C. McCONNELL, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

84469 P0287

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Denise R. Cassman

Suzanne M. Hirsch

✓ Florence H. Gerdes
Florence H. Gerdes

Kevin C. McConnell

John S. Papp

Mary A. Papp

Charles F. Law

This is not a certified copy

B4469 P0288

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF

COUNTY OF

On this day before me, the undersigned authority, personally appeared JOHN S. PAPP, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF

COUNTY OF

On this day before me, the undersigned authority, personally appeared MARY A. PAPP, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared CHARLES F. LAW, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

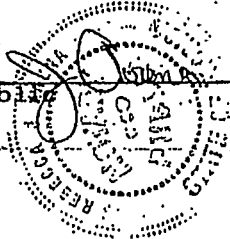
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared FLORENCE J. GERDES, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1987
LAW OFFICE OF JAMES W. HUBB



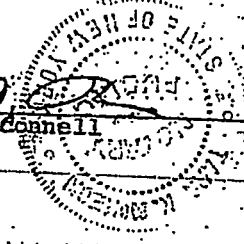
B4469 P0289

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Florence H. Gerdes

JARA K. McKEON
Notary Public, State of New York
Qualified in Nassau County
Comm. filed in N.Y. County
Commission Expires March 30, 1988

Kevin C. McConnell



x Angela Olson

John S. Papp

Mary A. Papp

Charles F. Law

THIS IS NOT A CERTIFIED COPY

B4469 P0290

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROSE MARIE GAGLIO, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ROBERT A. MCGINLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared KATHRYN A. MCGINLEY, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF

New York
New York

COUNTY OF

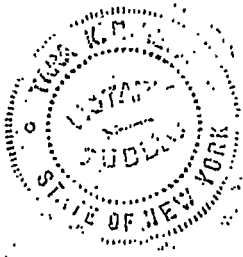
On this day before me, the undersigned authority, personally appeared KEVIN C. McCONNELL, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

Notary Public, State of New York
Qualified in Nassau County
Was filed in N.Y. County
Commission Expires March 30, 1985

B4469 P0291



RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 200
Boca Raton, Florida 33432

Florence H. Gerdes

Kevin C. McConnell

Kathleen A. Chappell / Law

John S. Papp

June 10, 1985

Kathleen A. Chappell / Law

Mary A. Papp

Charles F. Law

BOCA RATON
Certified Copy

84469 P0292

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

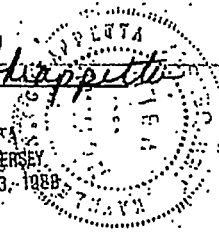
STATE OF *New Jersey*
COUNTY OF *Merse*

On this day before me, the undersigned authority, personally appeared JOHN S. PAPP, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Kathleen A. Chiappetta
Notary Public

KATHLEEN A. CHIAPPETTA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 3, 1988



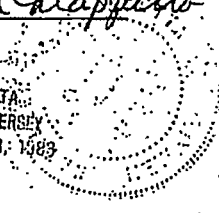
STATE OF *New Jersey*
COUNTY OF *Merse*

On this day before me, the undersigned authority, personally appeared MARY A. PAPP, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Kathleen A. Chiappetta
Notary Public

KATHLEEN A. CHIAPPETTA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 3, 1988



STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared CHARLES F. LAW, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

This is Not a Certified Copy

84469 P0293

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Florence H. Gerdes

Kevin C. McMcConnell

John S. Papp

Mary A. Papp

Charles F. Law
Charles F. Law

Mr. & Mrs. S. J. Thompson

This is not a certified copy

B4469 P0294

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF
COUNTY OF

On this day before me, the undersigned authority, personally appeared JOHN S. PAPP, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF
COUNTY OF

On this day before me, the undersigned authority, personally appeared MARY A. PAPP, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

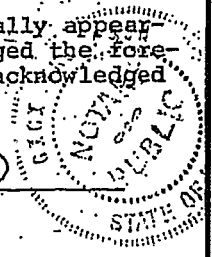
On this day before me, the undersigned authority, personally appeared CHARLES F. LAW, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

My. Thompson

Notary Public

*
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 17, 1988
BONDED THRU GENERAL INS. UNO.



B4469 P0295

RECORD AND RETURN TO:
GIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Coca Raton, Florida-33432

Florence H. Gerdes

Kevin C. McMcConnell

John S. Papp

Mary A. Papp

Charles F. Law

John Bonofiglio
John Bonofiglio

Adeline Bonofiglio
Adeline Bonofiglio

Adèle Lucchese
Adèle Lucchese

X Thomas Hunter
X Mary C. Hawkins

X Thomas Hunter
X Mary C. Hawkins
Christina Fresco

Callie Togo

THIS IS NOT A CERTIFIED COPY

B4469 P0296

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

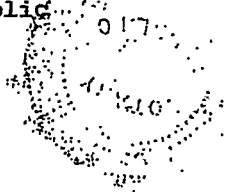
STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared John Bonofiglio to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:
Notary Public, State of Florida
My Commission Expires June 9, 1988
Bonded Thru Troy Fala - Insurance, Inc.

Mary C. Hawkins
Notary Public



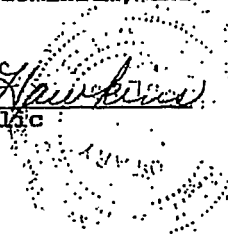
STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared Adeline Bonofiglio to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:
Notary Public, State of Florida
My Commission Expires June 9, 1988
Bonded Thru Troy Fala - Insurance, Inc.

Mary C. Hawkins
Notary Public



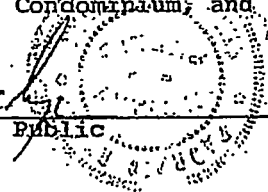
STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared Adele Lucchese to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:
Notary Public, State of New York
Qualified in New York in County
Commission Expires March 30, 1986

Francis J. ...
Notary Public



STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ... to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

B4469 P0297

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Florence H. Gerdes

Kevin C. McMcConnell

John S. Papp

Mary A. Papp

Charles F. Law

Madeline J. Donofrio
Charles F. Law
Madeline J. Donofrio
Charles F. Law

Andrew J. Donofrio
ANDREW J. DONOFRIO

Elaine Donofrio
ELAINE DONOFRIO

This is Not a Certified Copy

B4469 P0298

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ANDREW J. DONOFRIO to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires: 6/23/87

Madeline H. Kelsey
Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared ELAINE DONOFRIO to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires: 6/23/87

Madeline H. Kelsey
Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared _____, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires:

Notary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared _____, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires:

Notary Public

B4469 P0299

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Florence H. Gerdes

Kevin C. McConnell

John S. Papp

Mary A. Papp

Charles F. Law

X Selina Jackson
+ Penny Moore

+ Selina Jackson
+ Penny Moore

X James E. Lageson
James E. Lageson

X Adeline L. Lageson
Adeline L. Lageson

This is Not a Certified Copy

B4469 P0300

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared James E. Lageson to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires: _____
Notary Public, State of Florida
My Commission Expires July 23, 1988
Bonded Thru Troy Fair - Insurance, Inc.

Sheila B. Durci
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared Adelaine L. Lageson to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires: _____
Notary Public, State of Florida
My Commission Expires July 22, 1988
Bonded Thru Troy Fair - Insurance, Inc.

Sheila B. Durci
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared _____, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

My commission expires: _____

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared _____, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.

My commission expires: _____

Notary Public

B4469 P0301

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

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

Florence H. Gerdes

Kevin C. McConnell

John S. Papp

Mary A. Papp

Charles F. Law

x Edward R. White
x Susan H. Weston
x Edward R. White
x Susan H. Weston

x Floyd Levens
FLOYD D. LEVENS

x Morris Levens
MORIS LEVENS

This is NOT a

Printed copy

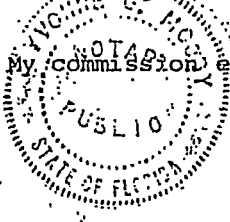
B4469 P0302

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

This is Not a Certified Copy

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared FLOYD D. LEVENS, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that he executed the same.

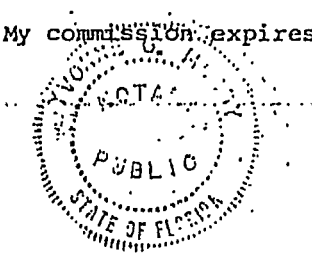


Notary Public, State of Florida
My Commission Expires May 13, 1985
Bonds Three Year Fidelity Insurance, Inc.
Notary Public, State of Florida
My Commission Expires May 13, 1985
Bonds Three Year Fidelity Insurance, Inc.

Juanne A. Moody 2/2/85
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day before me, the undersigned authority, personally appeared PARIS LEVENS, to me known to be the person who acknowledged the foregoing First Amendment to the Declaration of Condominium, and acknowledged before me that she executed the same.



Notary Public, State of Florida
My Commission Expires May 13, 1985
Bonds Three Year Fidelity Insurance, Inc.

Juanne A. Moody 2/2/85
Notary Public

84469 P0303

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

RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings; and

WHEREAS, construction of BUILDING K, UNITS 41,42,43 and 44 and BUILDING B, UNITS 5,6,7, and 8 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated November 29, 1984, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building K, Units 41,42,43 and 44 and Building B, Units 5,6,7, and 8, of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et. seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects

18
RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

85 036230

1985 FEB 19 AM 11:58

B4470 P0717

that all of the improvements delineated for Buildings K and B in Exhibit 3 of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 15th day of February, 1985.

Witnesses:

Charles Kildee
James M. ...

BETHESDA PARK DEVELOPMENT CORPORATION

BY: _____

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 15th day of February, 1985 by and Stuart B. Feiner & Marvin M. Helf respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires:

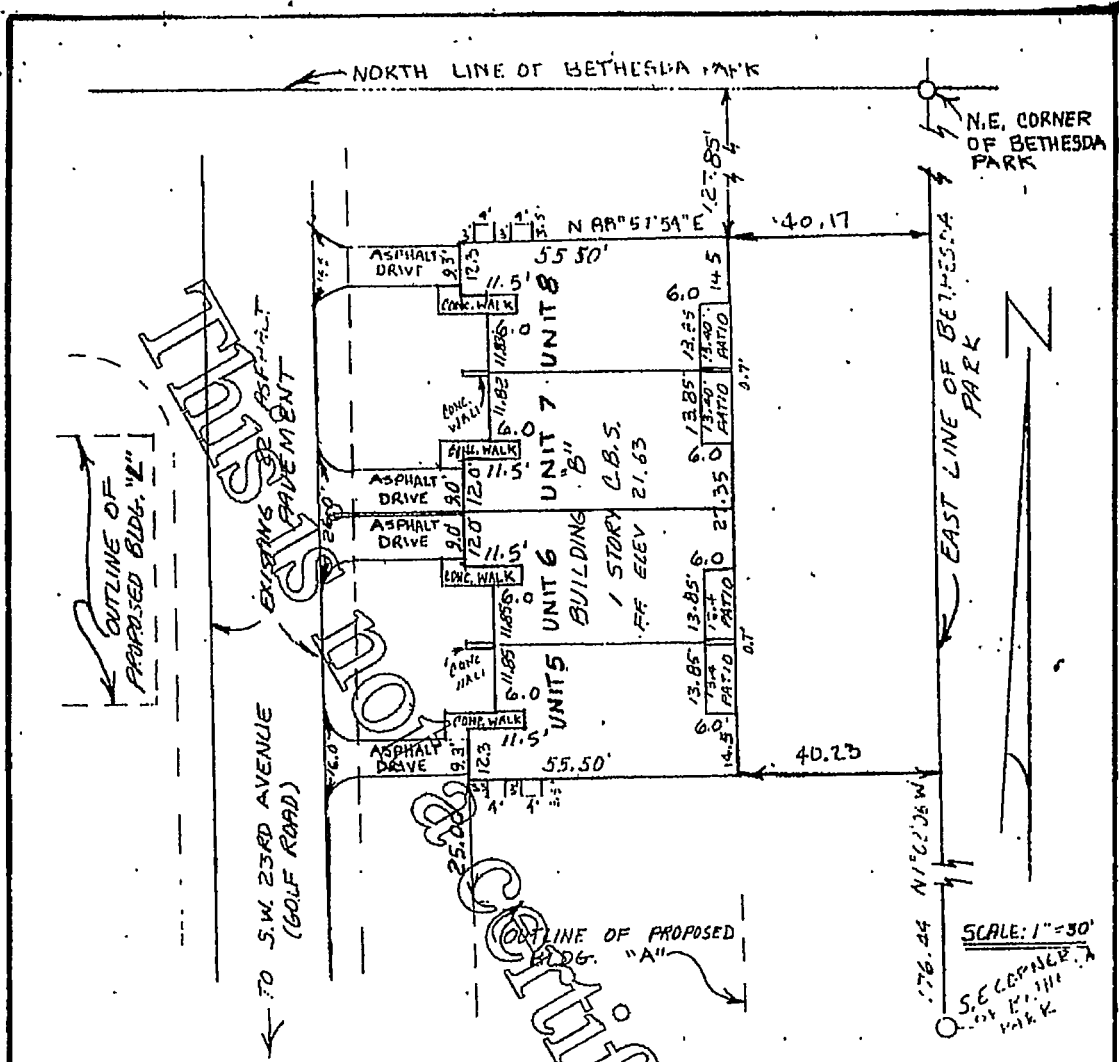
James M. ...
Notary Public
SEAL

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

RECORD AND RETURN TO:
CIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

bpcal 1/85

84470 P0718



LEGAL DESCRIPTION: BUILDING "B", UNITS 5, 6, 7 and 8

A portion of Bethesda Park F.U.D., a subdivision as recorded in Plat Book 46, Page 77, in the Public Records of Dade County, Florida, and more particularly described as follows:

Commencing at the S.E. corner of said Bethesda Park; thence run N 1°02'06"W along the East line of said Bethesda Park, 176.44 Feet; thence run S 88°57'54"W, 40.17 Feet to the Point of Beginning; thence continue along the last described course 55.50 Feet; thence run N 1°02'06"W, 110.67 Feet; thence run N 88°57'54"E, 55.50 Feet; thence run S 1°02'06"E, 110.67 Feet to the Point of Beginning.

CERTIFICATION

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easement of record.

NOTE: Improvements shown hereon are existing.

ADD UNIT NO. : FEB, 14, 1985
Date of Final Survey: Jan. 3, 1985

[Signature]
Garrison A. Gentry
Registered Florida Land
Surveyor No. 2580
Date of Site Plan: May 22, 1984
Date of Final Survey: 5/13/84.

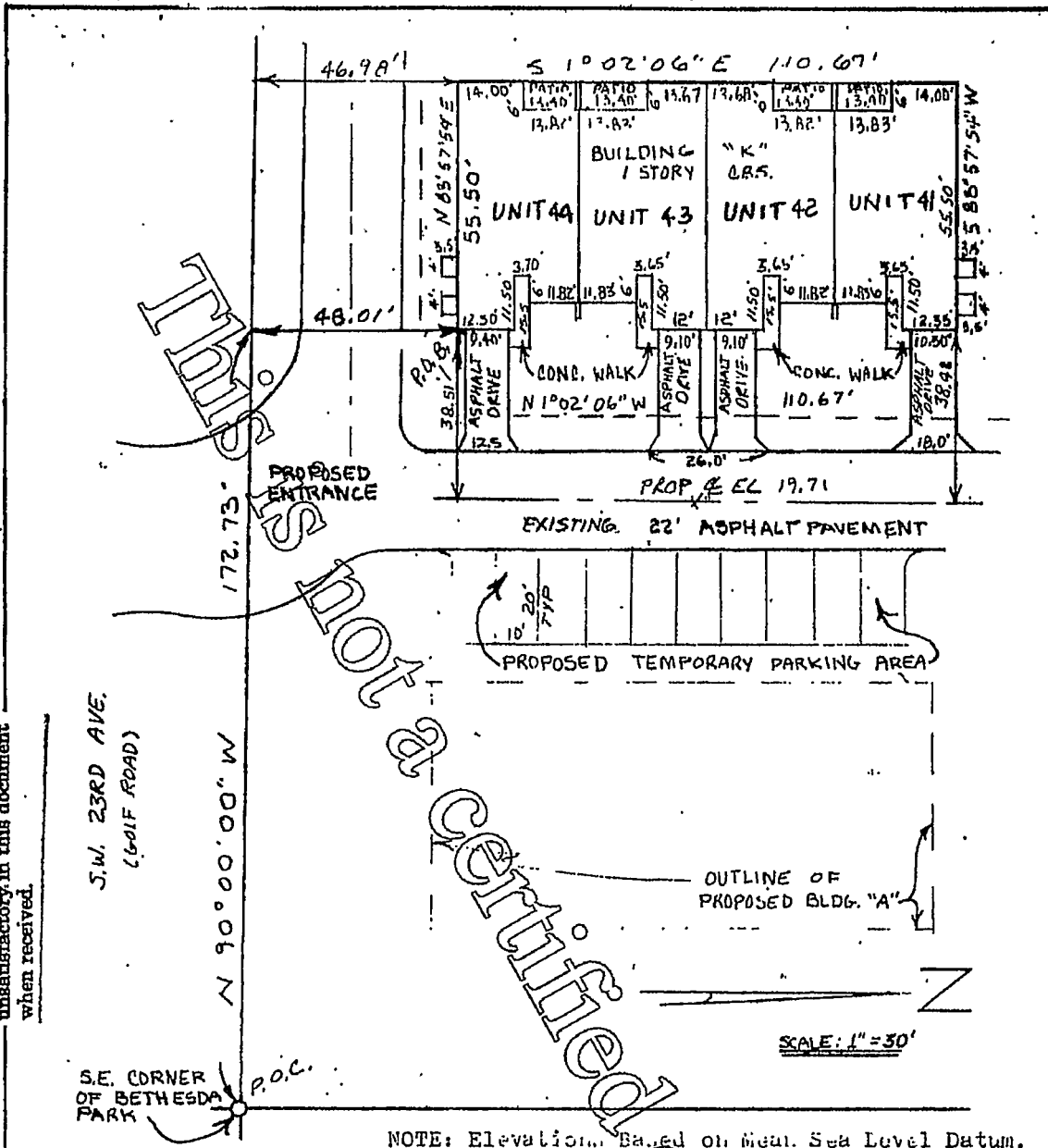
**GENTRY ENGINEERING
& LAND SURVEYING, INC.**
P. O. Box 243 (305) 272-1924
DELRAY BEACH, FL 33444

RECORD AND RETURN TO:
GIBRALTAR TITLE & BOOK NATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

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

B4470 P0719

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



NOTE: Elevation Based on Mean Sea Level Datum.

LEGAL DESCRIPTION BUILDING "K", UNITS 41, 42, 43 and 44

A portion of Bethesda Park F.U.D., a subdivision as recorded in Flat Book 46, Page 77, in the Public Records of Palm Beach County, Florida, and more particularly described as follows:

Commencing at the S.E. corner of said Bethesda Park; thence run N 90°00'00" W, 172.73 Feet along the South line of said Bethesda Park; thence run N 1°02'06"W, 48.00 Feet to the Point of Beginning; thence continue N 1°02'06"W, 110.67 Feet; thence run S 88°57'54"W, 55.50 Feet; thence run S 1°02'06"E, 110.67 Feet; thence run N 88°57'54"E, 55.50 Feet to the Point of Beginning.

CERTIFICATION

I hereby certify the sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easement of record.

Note: Improvements shown hereon are existing.

Harold A. Gentry
 Registered Florida Land Surveyor
 No. 2580

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

Date of FND Survey: May 25, 1984
 Date of Final Survey: Nov 29, 1984
 ADD UNIT NO. FEB 19, 1985

GENTRY ENGINEERING & LAND SURVEYING, INC.
 P. O. Box 243 (305) 272-1924
 DELRAY BEACH, FL 33444

RECORD AND RETURN TO:
 GIBALTAR TITLE OF BOCA RATON, INC.
 301 Crawford Boulevard, Suite 203
 Boca Raton, Florida 33432

84470 P0720

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
BETHESDA PARK CONDOMINIUM

AS RECORDED IN OFFICIAL RECORD BOOK 4425, PAGE 777, et. seq.

THIS AMENDMENT to the Declaration of Condominium for Bethesda Park Condominium made by Bethesda Park Development Corporation (the "Developer"), for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Paragraphs 3.1 and 9.1 (3) Improvements of the Declaration authorized the Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each unit in said building or group of buildings; and

WHEREAS, construction of BUILDING K, UNITS 41,42,43 and 44 and BUILDING B, UNITS 5,6,7 and 8 of the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. The premises as hereto stated are reasserted herein as if fully set forth.

2. Attached hereto and made a part hereof and of the Declaration are the Certifications of Burlison A. Gentry, Registered Florida Land Surveyor, #2580 dated November 29, 1984, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. The following included as part of said Certifications are made a part hereof and of the Declaration:

- (a) Revised surveys and site plans of the Condominium consisting of two pages, prepared by Burlison A. Gentry, Registered Florida Land Surveyor, which revised elevation plans evidence and reflect the elevations of Building K, Units 41,42,43 and 44 and Building B, Units 5,6,7, and 8, of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as Exhibit 3 consisting of 3 (Three) pages (O.R. Book 4425, page 777 et. seq.) is hereby amended by the additional Survey and "as built" of the Units and Buildings heretofore mentioned.

3. This Amendment to the Declaration constitutes an Amendment authorized and required by Paragraphs 3.1 and 9.3 (3) Alterations And Improvements of the Condominium and evidences and reflects

18
RECORD AND RETURN TO:
GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

85 036230

1985 FEB 19 AM 11:58

B4470 P0717

that all of the improvements delineated for Buildings K and B in Exhibit 3 of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Commons Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised surveys and site plans including elevation plans, and the Certificates therefor shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BETHESDA PARK CONDOMINIUM as recorded in Official Records Book 4425, pages 777, et.seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BETHESDA PARK CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 15th day of February, 1985.

Witnesses:

Charles K. ...
Jessie M. ...

BETHESDA PARK DEVELOPMENT CORPORATION

BY: _____

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.

The foregoing Amendment to the Declaration of Condominium of Bethesda Park Condominium was acknowledged before me this 15th day of February, 1985 by and Stuart B. Feiner & Marvin M. Helf respectively, of BETHESDA PARK DEVELOPMENT CORPORATION, on behalf of the corporation.

Jessie M. ...
Notary Public
SEAL
317331

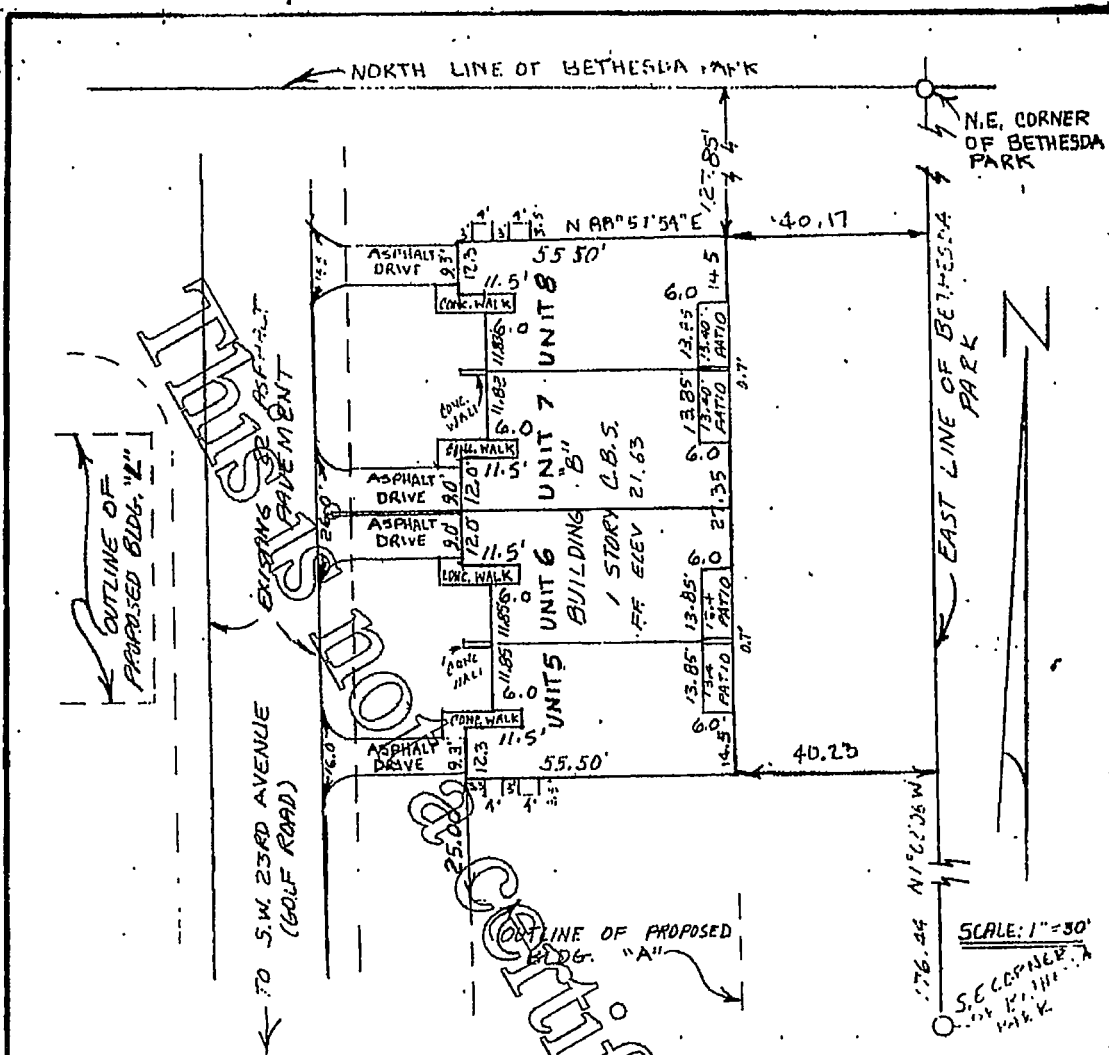
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Maxine V.E. Reynolds, Esquire
301 Crawford Blvd.
Boca Raton, Florida 33432

→ RECORD AND RETURN TO: ←
CIBALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

bpcal 1/85

B4470 P0718



LEGAL DESCRIPTION: BUILDING "B", UNITS 5, 6, 7 and 8

A portion of Bethesda Park F.U.D., as shown on a recorded in Plat Book 40, Page 77, in the Public Records of Palm Beach County, Florida, and more particularly described as follows:

Commencing at the S.E. corner of said Bethesda Park; thence run N 1°02'06"W along the East line of said Bethesda Park, 176.44 Feet; thence run S 86°57'54"W, 40.17 Feet to the Point of Beginning; thence continue along the last described course 55.50 Feet; thence run N 1°02'06"W, 110.67 Feet; thence run N 88°57'54"E, 55.50 Feet; thence run S 1°02'06"E, 110.67 Feet to the Point of Beginning.

CERTIFICATION

I hereby certify this sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easement of record.

NOTE: Improvements shown hereon are existing.

ADD UNIT NO. : FEB, 14, 1985
Date of Final Survey: Jan. 3, 1985

William A. Gentry
William A. Gentry
Registered Florida Land
Surveyor No. 2580

Date of Site Plan: May 22, 1984
Date of Final Survey: 5/13/84.

**GENTRY ENGINEERING
& LAND SURVEYING, INC.**
P. O. Box 243 (305) 272-1924
DELRAY BEACH, FL 33444

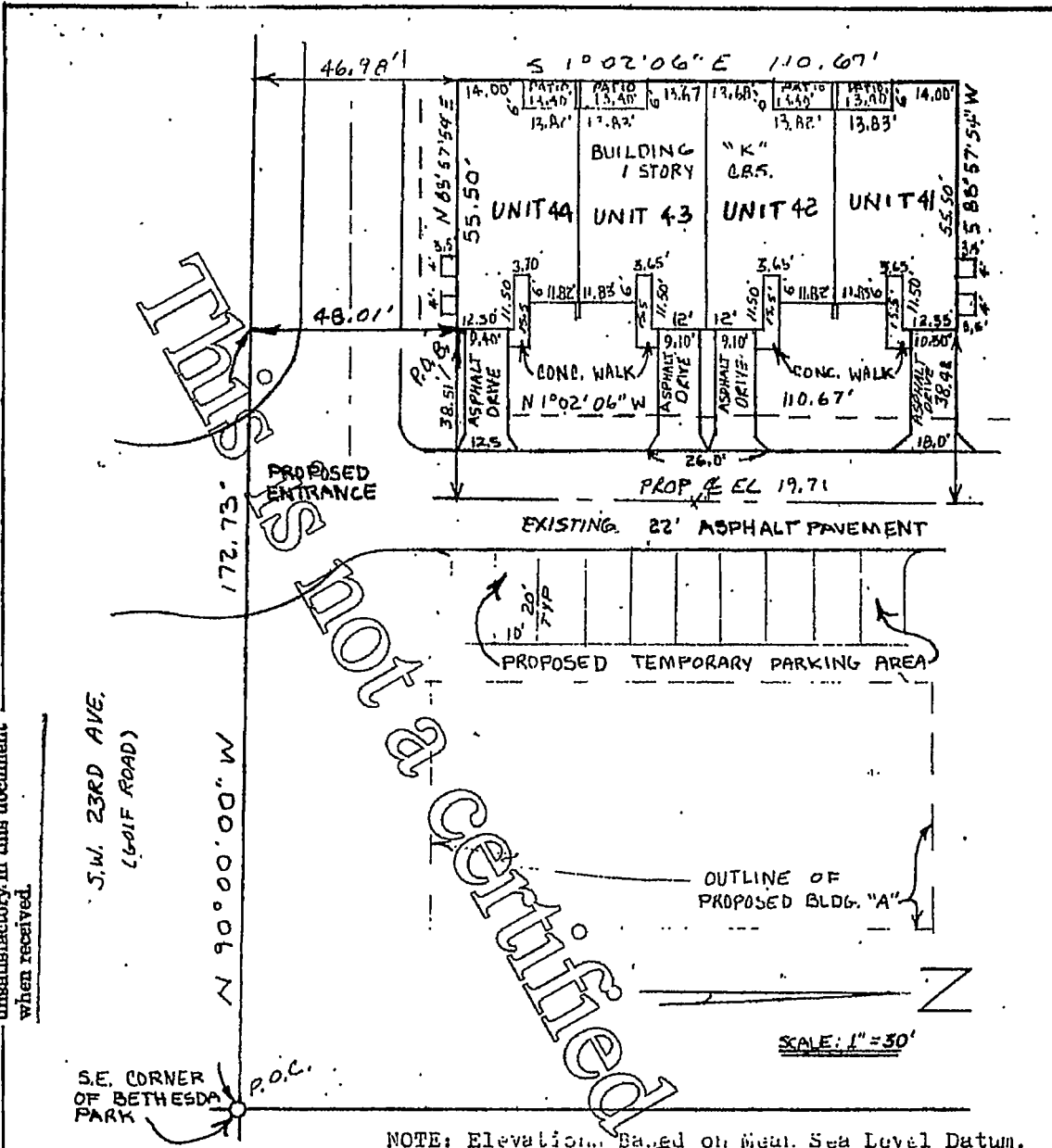
RECORD AND RETURN TO:

GIBRALTAR TITLE OF BOCA RATON, INC.
301 Crawford Boulevard, Suite 203
Boca Raton, Florida 33432

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

B4478 P0719

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



S.W. 23RD AVE.
(601F ROAD)

S.E. CORNER OF BETHESDA PARK P.O.C.

NOTE: Elevation Based on Mean Sea Level Datum.

LEGAL DESCRIPTION BUILDING "K", UNITS 41, 42, 43 and 44.
 A portion of Bethesda Park F.U.D., a subdivision as recorded in Flat Book 46, Page 77, in the Public Records of Palm Beach County, Florida, and more particularly described as follows:
 Commencing at the S.E. corner of said Bethesda Park, thence run $N 90^{\circ}00'00'' W$, 172.73 Feet along the South line of said Bethesda Park; thence run $N 1^{\circ}02'06'' W$, 48.00 Feet to the Point of Beginning; thence continue $N 1^{\circ}02'06'' W$, 110.67 Feet; thence run $S 88^{\circ}57'54'' W$, 55.50 Feet; thence run $S 1^{\circ}02'06'' E$, 110.67 Feet; thence run $N 88^{\circ}57'54'' E$, 55.50 Feet to the Point of Beginning.

CERTIFICATION
 I hereby certify the sketch as shown hereon represents a survey made under my direction and to be true and accurate to the best of my knowledge and belief, subject to easement of record.

Note: Improvements shown hereon are existing.

Harold A. Gentry
 HAROLD A. GENTRY
 Registered Florida Land Surveyor
 No. 2580

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

Date of F.M.D. Survey: May 25, 1984
 Date of Final Survey: Nov. 29, 1984
 ADD UNIT NO. 2580 10/1/85

GENTRY ENGINEERING & LAND SURVEYING, INC.
 P. O. Box 243 (305) 272-1924
 DELRAY BEACH, FL 33444

RECORD AND RETURN TO:
 GIBRALTAR TITLE OF BOCA RATON, INC.
 301 Crawford Boulevard, Suite 203
 Boca Raton, Florida 33432

84470 P0720

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Pollakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
BETHESDA PARK CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Bethesda Park Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4425 at Page 0777, and

WHEREAS, the Rules and Regulations for Bethesda Park Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Bethesda Park Condominium Association, Inc., a Florida not-for-profit corporation, held on March 14, 2002, the aforementioned Declaration of Condominium and Rules and Regulations were amended pursuant to the provisions of said Declaration and Rules and Regulations.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and Rules and Regulations are a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
BETHESDA PARK CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "strikeout")

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

1. Each of the Units shall be occupied only by an owner, owner's family, owner's servants and guests or lessee and their family, servants and guests, ~~ALL OF WHOM MUST BE SIXTEEN (16) YEARS OF AGE or older~~ as a residence and for no other purpose. See also Article 10.8 relative to lessees which is incorporated herein by reference.

10.7 There are Restrictions relative to children and the number of persons residing in the condominium. ~~No persons less than sixteen (16) years of age shall reside in the condominium.~~ Reasonable supervision over family members, guests, servants and invitees must be exercised by unit owners and lessees when persons are utilizing the common elements. There shall be no more than two persons per bedroom.

10.8 Leasing. After approval by the Association as elsewhere required, entire units may be leased, provided the occupancy is only by lessee, lessee's family,

servants and guests, all of whom must be sixteen (16) years of age or over, and further provided that all provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations are applicable to and enforceable against any person or persons occupying a unit to the same extent as to the unit owner.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any unit owner other than the Owner and Seller shall be subject to the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe.

11.1 Transfer Subject to Approval.

1. ~~Sale~~. No approval will be granted to any use or occupancy by persons under the age of sixteen years. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

* * * * *

**AMENDMENT TO THE
RULES AND REGULATIONS OF
BETHESDA PARK CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "strikeout")

6. CHILDREN

~~No persons less than sixteen (16) years of age shall reside in the condominium.~~ Reasonable supervision over family members, guests, servants and invitees must be exercised by all unit owners and lessees when persons are utilizing the common areas. There shall be no more than two (2) persons per bedroom.

* * * * *

WITNESS my signature hereto this 8TH day of April, 2002, at Boynton Beach, Palm Beach County, Florida.

**BETHESDA PARK CONDOMINIUM
ASSOCIATION, INC.**

Bonnie Parton
Witness

By William Buller
President

BONNIE PARTON
(PRINT NAME)

Kimberly L. Fishman
Witness

Attest Janet Huckaby
Secretary

Kimberly L. Fishman
(PRINT NAME)



STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 8th day of April 2002, by Ditmar Pulla and Anthony DiRino, as President and Secretary, respectively, of Bethesda Park Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

Janet Huckaby (Signature)

Janet Huckaby (Print Name)
Notary Public, State of Florida at Large



209749_1

Not a Certified Copy

MANAGEMENT SERVICES OF AMERICA, LLC
639 E. OCEAN AVE # 204
BOYNTON BEACH, FLA 33435



Bethesda Park Condominium, Inc.
Bethesda Park Circle
Boynton Beach, FL 33435

FILE NUM 20050549453 OR BOOK PAGE 1816511850 DATE: 08/31/2005 11:40:25 Pgs 1850 - 1851: (2pgs)
Sharon R. Beck, CLERK & COMPTROLLER

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE BETHESDA PARK CONDOMINIUM
ASSOCIATION**

At duly called and noticed meeting of the membership of the Bethesda Park Condominium Association, Inc. a Florida not-for-profit corporation, held on Monday, June 20, 2005 at 7 p.m. at the association clubhouse the Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

The meeting convened in accordance with the association By-Laws, by the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association. The following amendment was passed:

The undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as amended by the membership:

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM BETHESDA PARK

(Additions shown by "underlining",
Deletions shown by "strikeout")

11.1 Transfer Subject to Approval.

2. Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the lessee by the Association Board of Directors except to another unit owner. A unit owner intending to make a "bona fide" lease of his entire unit shall give to the Association notice of such intention, together with the required association application filled out in its entirety, the application fee which will be based on and not to exceed the maximum allowed by law from time to time and a copy of the proposed lease. An in person interview with the Board of Directors is mandatory prior to the application being approved. The unit owner and the prospective lessee(s) must also comply with the amended provisions of ownership which states that no lease is permitted for any purpose without the unit owner owning the unit for not less that a 24 month period before any lease will be approved. If a proposed lease is disapproved, the lease shall not occur. Without proper approval for leasing the occupancy will be deemed to create a violation of the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Condominium Association. **RENEWAL OF LEASES.** The renewal of any lease of a Unit including the renewal of leases in existence at the time this Article is adopted, shall be considered to be a new lease subject to the terms of this Section, and all other provisions of this Declaration in effect at the time of such renewal. Notwithstanding the above, the renewal of a lease shall not be subject to an application fee unless such renewal includes any new occupants. In the event a unit is under lease at the time this amendment is effective the purchase or acquisition of the said unit, then commencing at the expiration or termination of the current lease, the unit shall not be leased or rented by such owner for the next twenty-four (24) months. All lease renewals must be approved by the association board of Directors. No Unit may be leased for the twenty-four (24) months of ownership, measured from the recordation of the most recent deed or other instrument conveying any interest in title to a unit in the Public Records of Palm Beach County, Florida, provided, however, that this restriction shall only be applicable to transfers occurring after the effective date of this amendment.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME BY ITS PROPER OFFICER AND ITS CORPORATE SEAL TO BE AFFIXED, THIS 12 DAY OF AUGUST, 2005.

Signed, sealed and delivered in the present of:

By: Roslyn M Kahler
President

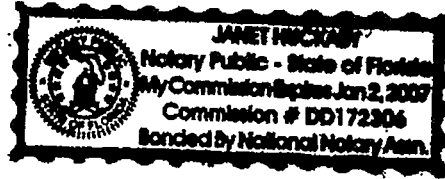
Attest: Anthony H. Quirino
Secretary

Gregory A. Benjamin
Witness

GREGORY A. BENJAMIN
Print

Janet VanPelt
Witness

JANET VANPELT
Print



(Corporate Seal)

STATE OF FLORIDA - N.Y
COUNTRY OF BALM BEACH
Columbia

Janet Huckaby
Notary Public - State of Florida

1-2-2007
Commission Expires:

Before me, the undersigned authority, personally appeared Anthony Quirino, well know to be the President of the Association, has acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation.

Donna M. Casey
DONNA M. CASEY
Notary Public, State of New York
Qualified in Columbia County
Reg. No. 4976245
Commission Expires Jan. 14, 2007

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Pollakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
BETHESDA PARK CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Bethesda Park Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4425 at Page 0777 and

WHEREAS, the Rules and Regulations for Bethesda Park Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Bethesda Park Condominium Association, Inc., a Florida not-for-profit corporation, held on March 14, 2002, the aforementioned Declaration of Condominium and Rules and Regulations were amended pursuant to the provisions of said Declaration and Rules and Regulations.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and Rules and Regulations are a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
BETHESDA PARK CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "strikeout")

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

1. Each of the Units shall be occupied only by an owner, owner's family, owner's servants and guests or lessee and their family, servants and guests, ~~ALL OF WHOM MUST BE SIXTEEN (16) YEARS OF AGE or older~~ as a residence and for no other purpose. See also Article 10.8 relative to lessees which is incorporated herein by reference.

10.7 There are Restrictions relative to children and the number of persons residing in the condominium. ~~No persons less than sixteen (16) years of age shall reside in the condominium.~~ Reasonable supervision over family members, guests, servants and invitees must be exercised by unit owners and lessees when persons are utilizing the common elements. There shall be no more than two persons per bedroom.

10.8 Leasing. After approval by the Association as elsewhere required, entire units may be leased, provided the occupancy is only by lessee, lessee's family,

servants and guests, all of whom must be sixteen (16) years of age or over, and further provided that all provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations are applicable to and enforceable against any person or persons occupying a unit to the same extent as to the unit owner.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any unit owner other than the Owner and Seller shall be subject to the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe.

11.1 Transfer Subject to Approval.

1. ~~Safe. No approval will be granted to any use or occupancy by persons under the age of sixteen years.~~ No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

* * * * *

**AMENDMENT TO THE
RULES AND REGULATIONS OF
BETHESDA PARK CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "strikeout")

6. CHILDREN

~~No persons less than sixteen (16) years of age shall reside in the condominium.~~ Reasonable supervision over family members, guests, servants and invitees must be exercised by all unit owners and lessees when persons are utilizing the common areas. There shall be no more than two (2) persons per bedroom.

* * * * *

WITNESS my signature hereto this 8TH day of April, 2002, at Boynton Beach, Palm Beach County, Florida.

**BETHESDA PARK CONDOMINIUM
ASSOCIATION, INC.**

Bonnie Parton
Witness

William Buller
President

BONNIE PARTON
(PRINT NAME)

Kimberly L. Fishman
Witness

Attest Janet Huckeby
Secretary

Kimberly L. fishman
(PRINT NAME)



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of April 2002, by Ditmar Bulla and Anthony DiRino, as President and Secretary, respectively, of Bethesda Park Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Janet Huckaby (Signature)

Janet Huckaby (Print Name)
Notary Public, State of Florida at Large



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