

Declaration-CC&Rs
LANDS OF THE PRESIDENT CONDO 8A

38989

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF

THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

77 APR 4 PM 2:56

KNOW ALL MEN by these presents that THE LANDS OF THE PRESIDENT EIGHT-A ASSOCIATION, INC., a Florida corporation not for profit, the Condominium Association of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A, according to the Declaration thereof recorded in Official Record Book 2422, Pages 1872 through 1975, inclusive, Public Records of Palm Beach County, Florida, and PERINI LAND AND DEVELOPMENT COMPANY, a Delaware corporation authorized to transact business in the State of Florida, Developer of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A and the legal person submitting the real property described in the aforementioned Declaration of Condominium to the condominium form of ownership, do declare and publish this Amendment to the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A.

1. At a special meeting of the Members of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., duly held in accordance with the By-Laws of that corporation at which more than two-thirds (2/3rds) of all unit owners were represented either in person or by proxy and at which PERINI LAND AND DEVELOPMENT COMPANY, the legal person submitting the real property referred to herein to condominium form of ownership as aforesaid was present, it was proposed that the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A be amended to include as an additional portion of the common elements of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A, the following described real property:

A portion of Lot 4, PLAT II, THE PRESIDENT COUNTRY CLUB, West Palm Beach, Florida, according to the Plat thereof appearing in Plat Book 29, Pages 113 and 114, Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Lot 4; thence run along the Northeast line of Lot 4 North 49°48'09" West, a distance of 501.21 feet to a point; thence South 57°42'00" West, a distance of 109.74 feet to the Point of Beginning; thence continue South 57°42'00" West, a distance of 67.23 feet to the Northeasterly Right-of-way line of Presidential Way, being also a point on a curve concave to the Southwest and from which the radius point of said curve

PREPARED BY: HERRING, FULTON & D'ANGELO
904 FORUM #3
1665 PALM BEACH LAKES BLVD
WEST PALM BEACH FL 33406
ANDREW FULTON, ESQ.
1660

bears South 52°27'26" West 330.00 feet; thence Northwesterly along the arc of said curve, a distance of 54.71 feet and through a central angle of 9°29'58" to a point; thence, North 42°57'28" East and radial to aforesaid curve, a distance of 67.00 feet to a point of curve concave to the Southwest, concentric with the aforesaid curve, and having a radius of 397.00 feet; thence Southeasterly along the arc of said curve, a distance of 71.97 feet and through a central angle of 10°23'10" to the Point of Beginning, containing .097 acres, more or less.

said additional real property containing thirteen (13) parking spaces, the inclusion of said real property as a portion of the common elements of said condominium, together with said thirteen (13) parking spaces, to be evidenced by the following:

A. Amending Page 2 of Exhibit #1 of the Declaration of Condominium, said Exhibit being designated "Survey, Plot Plan and Graphic Description of Improvements for THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A" by substituting for Page 2 appearing in Official Record Book 2422, Page 1935, Public Records of Palm Beach County, Florida, a new Page 2. The amended Survey, Plot Plan and Graphic Description of Improvements for THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A is attached hereto and designated ATTACHMENT A.

B. Amending the description contained in Section III of the Declaration of Condominium to conform to the description contained in the new Page 2 of Exhibit #1 of the Declaration of Condominium, said description as amended to read as follows:

All of Lots 4 and 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida, less the following described portions designated Parcel "A", Parcel "B", and Parcel "C".

PARCEL "A": Commencing at the Southeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the Easterly line of said Lot 5, North 49°48'09" West 123.16 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 37.57 feet; thence North 88°52'52" West 138.09 feet; thence South 1°11'51" West 91.34 feet to a point on a curve from which the radius point bears South 7°20'24" West 397.0 feet; thence Southeasterly along the arc of said curve 103.81 feet through a central angle of 14°58'54"; thence North 37°04'33" East 113.75 feet to the Point of Beginning.

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PARCEL "B": Commencing at the Southeast corner of Lot 4, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida, run thence along the Northeast line of said Lot 4, North 49°48'09" West 232.78 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 268.43 feet; thence South 57°42'00" West a distance of 176.97 feet to the Northeasterly Right of Way line of Presidential Way, being also a point on a curve concave to the Southwest and from which the radius point of said curve bears South 52°27'46" West 330 feet; thence Southeasterly along the arc of said curve, a distance of 30.16 feet, through a central angle of 5°14'14"; thence continue along the Northeasterly right of way line of Presidential Way South 32°18'00" East, a distance of 225.88 feet; thence North 57°42'00" East, a distance of 256.33 feet to the Point of Beginning.

PARCEL "C": Beginning at the Northeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; said point of beginning also being a point on a curve from which the radius point bears North 88°48'09" West 180.00 feet; run thence along the radial line of said curve North 88°48'09" West 130.00 feet; thence North 29°41'51" East 150.70 feet to a point on the aforementioned curve from which the radius point bears South 43°49'37" West 180.00 feet; thence Southeasterly along the arc of said curve 148.82 feet through a central angle of 47°22'14" to the Point of Beginning.

Containing 4.966 acres, more or less.

C. Amending a portion of ARTICLE VI B of said Declaration of Condominium, which presently reads as follows:

Parking spaces reflected on the Survey, Plot Plan and Graphic Description (Page 2 of Exhibit #1 hereto) are numbered 1 through 207 inclusive,

to read as follows:

Parking spaces reflected on the Survey, Plot Plan and Graphic Description (Page 2 of Exhibit #1 hereto) are numbered 1 through 220 inclusive.

2. Upon motion duly made, seconded and passed by an affirmative vote representing more than two-thirds (2/3rds) of all unit owners, said proposals were adopted as an Amendment to the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A and by virtue thereof, said property is herewith submitted to all of the terms of the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A, as is evidenced by the execution of these presents by the Condominium Association, THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., and by the legal person

submitting the real property referred to herein to condominium form of ownership as aforesaid, PERINI LAND AND DEVELOPMENT COMPANY.

IN WITNESS WHEREOF, the above described parties have caused these presents to be executed by their duly authorized officers this 27th day of March, 1977.

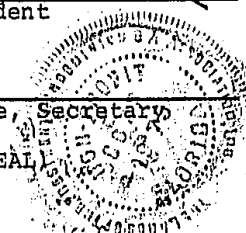
WITNESSES:

L. De Stefano
P.N. D'Amico
As to the Association

THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC.

By: R. A. Munroe
R. A. Munroe, President

ATTEST: C. Ramon Lefebvre
C. Ramon Lefebvre, Secretary
(CORPORATE SEAL)



WITNESSES:

L. De Stefano
Barbara Martin
As to Perini

PERINI LAND AND DEVELOPMENT COMPANY

By: John P. Linstroth
John P. Linstroth, Senior Vice Pres.

ATTEST: R. A. Munroe
Assistant Secretary
(CORPORATE SEAL)



Acknowledgments on page 5

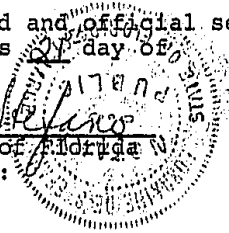
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STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, a Notary Public, in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared R. A. Munroe and C. Ramon Lefebre, President and Secretary, respectively of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., a Florida corporation not for profit, to me well known, and acknowledged before me that they executed, sealed and delivered the foregoing Amendment to Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at West Palm Beach, said County and State, this 21 day of March, 1977.

Lorraine De Stefano
Notary Public, State of Florida
My Commission expires:



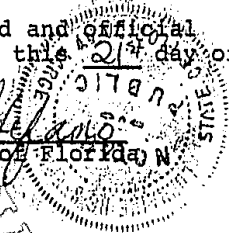
(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, a Notary Public, in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared John P. Linstroth and R. A. Munroe, Senior Vice President and Assistant Secretary, respectively, of PERINI LAND AND DEVELOPMENT COMPANY, a Delaware corporation authorized to transact business in the State of Florida, to me well known, and acknowledged before me that they executed, sealed and delivered the foregoing Amendment to Declaration of Condominium for the uses and purposes therein expressed, as such officers by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at West Palm Beach, said County and State, this 21 day of March, 1977.

Lorraine De Stefano
Notary Public, State of Florida
My Commission expires:



(SEAL)

SEE ATTACHMENTS HERETO

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Exhibit #1 TO THE DECLARATION OF CONDOMINIUM OF:
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

This Exhibit consists of 18 pages. Pages 2 through 18 inclusive consist of the Survey, Plot Plan and Graphic Description of the Condominium property excluding only the recreational land and improvements set forth in Exhibit #4 hereof. Page 1 consists of an identification statement, engineer's notes pertinent to the Exhibit and the Certificate.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared JAY SWEET who after being first duly cautioned and sworn, deposes and says:

1. That he is a duly registered professional land surveyor under the laws of the State of Florida, Certificate Number 2599 and is authorized to practice in this State.

2. Affiant hereby certifies that the construction of the improvements described in the Survey, Plot Plan and Graphic Description of Improvements of the Condominium property (as amended by the substitution of Page 2 of said Exhibit herewith), and the improvements thereon are sufficiently complete so that such material, together with the wording of the Declaration of Condominium of The Lands of the President Condominium Eight-A is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

3. Excluded from this Exhibit #1 is that portion of Condominium property referred to in Article IV of the Declaration of Condominium and designated "Recreational Land", the Survey, Plot Plan and Graphic Description of Improvements of said portion of the condominium property being attached to the Declaration of Condominium as Page 2 of Exhibit #4 hereof.

FURTHER AFFIANT SAITH NAUGHT

SWORN TO AND SUBSCRIBED before me
this 8TH day of MARCH, 1977.

Marie Fritz
Notary Public, State of Florida
My Commission expires: Notary Public, State of Florida at Large
My Commission Expires Sept. 23, 1978
Bonded by American Fire & Casualty Co.

NOTES:

A. Each numbered unit is composed of the apartment and the attached balconies, terraces or porches, if any.

B. All land and all portions of the buildings or other improvements not located within the boundaries of a unit are parts of the common elements or are limited common elements. As to limited common elements, their use is reserved to the unit or units to which they have been assigned, or will be assigned, to the exclusion of other units, provided however: Easements for maintenance, repairs and improvements are reserved to the Condominium Association.

C. All dimensions shown in the individual Condominium units are to the interior unpainted, finished (or unfinished) surfaces.

D. The property description contained herein is the legal description of a portion of the Condominium property submitted to condominium ownership in the Declaration of Condominium. This description also appears in Article III of the Declaration. Excluded from this description is the legal description of that portion of the Condominium property referred to in Article IV hereof and designated "Recreational Land", said legal description being otherwise contained in Article XXV of the Declaration of Condominium and on Page 2 of Exhibit #4 hereof.

OFFICIAL RECORD 2660 PAGE 1201

Exhibit #1, page 1

48868

DECLARATION OF CONDOMINIUM

THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

I.

SUBMISSION STATEMENT

PERINI LAND AND DEVELOPMENT COMPANY, a Delaware corporation, hereinafter sometimes referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III, hereof, entitled "Land", and the real property referred to in Article IV, hereof, entitled "Recreational Land", and hereby declares said real property to be Condominium property and does hereby submit the same to Condominium ownership pursuant to Chapter 711, Florida Statutes, the Condominium Act, as amended (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the annexed By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, or as the same is amended from time to time, including the definitions therein contained are adopted and included herein by express reference.

II.

NAME

The name by which this Condominium is to be known and identified is THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A.

III.

LAND

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

This Instrument Was Prepared By:
 ✓ ANDREW FULTON, III
 HERRING, EVANS & FULTON
 703 Citizens Building
 West Palm Beach, Florida 33401

'75 MAY 30 PM 3:36

21060.

This is Not a Certified Copy

A parcel of land lying, being and situate in Palm Beach County, Florida, more specifically described as:

All of Lots 4 and 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida. Less the following described portions designated PARCEL "A", PARCEL "B", and PARCEL "C".

PARCEL "A": Commencing at the southeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the easterly line of said Lot 5, North 49°48'09" West 123.16 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 37.57 feet; thence North 88°52'52" West 138.09 feet; thence South 1°11'51" West 91.34 feet to a point on a curve from which the radius point bears South 7°20'24" West 397.0 feet; thence Southeasterly along the arc of said curve 103.81 feet through a central angle of 14°58'54" thence North 37°04'33" East 113.75 feet to the Point of Beginning.

PARCEL "B": Commencing at the Southeast corner of Lot 4, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the Northeast line of said Lot 4, North 49°48'09" West 232.78 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 268.43 feet; thence South 57°42'00" West 109.74 feet to a point on a curve from which the radius point bears South 53°20'56" West 397.00 feet; thence Northwesterly along the arc of said curve 71.97 feet through a central angle of 10°23'10"; thence along a radial line of said curve South 42°57'28" West 67.00 feet to the Northerly line of a public right of way 60.0 feet wide known as Presidential Way, being also a point on a curve from which the radius point bears South 42°57'28" West 330.00 feet; thence Southeasterly along the arc of said curve 84.91 feet, through a central angle of 14°44'32" to the tangent point; thence along the tangent line South 32°18'00" East 225.88 feet; thence North 57°42'00" East 256.33 feet to the Point of Beginning.

PARCEL "C": Beginning at the Northeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; said Point of Beginning also being a point on a curve from which the radius point bears North 88°48'09" West 180.00 feet; run thence along the radial line of said curve North 88°48'09" West 130.00 feet; thence North 29°41'51" East 150.70 feet to a point on the aforementioned curve from which the radius point bears South 43°49'37" West 180.00 feet; thence Southeasterly along the arc of said curve 148.82 feet through a central angle of 47°22'14" to the Point of Beginning.

Containing 4.8687 acres more or less.

SUBJECT TO:

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

SUBJECT TO:

Those certain easements for utilities and other purposes as set forth in the Condominium Plan, Exhibit No. 1 to this Declaration of Condominium, if any.

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IV.

RECREATIONAL LAND

In addition to the land referred to in Article III hereof, submitted herewith to Condominium ownership is an undivided three-fourth (3/4th) interest in and to certain recreational land more particularly described in Article XXV and Exhibit #4 hereof, under those terms, conditions, reservations and limitations set forth in this Declaration and particularly in Article XXV, entitled "Recreational Facilities".

The Developer in anticipation of the construction and creation of the condominium regime of The Lands of the President Condominium Eight-B upon certain land presently owned by the Developer, has simultaneously, with the execution of this Declaration of Condominium, conveyed the remaining undivided one-fourth (1/4th) fee interest in and to the recreational land referred to herein to The Lands of the President Condominium Eight-B Association, Inc., the Condominium Association of the proposed Lands of the President Condominium Eight-B, under the terms, conditions, reservations and limitations set forth in said conveyance and otherwise set forth in this Declaration of Condominium and in particular, Article XXV, hereof, entitled "Recreational Facilities".

V.

IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the Condominium property consists of an undivided three-fourth (3/4th) interest in and to the recreational land referred in Article IV hereof, all easements and rights appurtenant thereto, together with an undivided three-fourth (3/4th)

interest in and to the building and other improvements constructed thereon which consists of common elements only.

The Condominium property shall also include as common elements any additional interest in real or personal property acquired by the Condominium Association in accordance with the provisions of Article XXVI, entitled "Additional Recreational Facilities", herein contained. The principal improvements on the real property submitted under Article III herewith to Condominium ownership consists of four (4) apartment buildings. The apartment buildings will be known as Apartment Buildings 28, 30, 31 and 32. Apartment Buildings 28 and 32 each contain twenty-eight (28) apartments: seven (7) on the first floor, seven (7) on the second floor, seven (7) on the third floor, and seven (7) on the fourth floor, in each of said apartment buildings. Apartment Building 30 contains twenty-one (21) apartments: seven (7) on the first floor, seven (7) on the second floor, and seven (7) on the third floor of said apartment building. Apartment Building 31 contains thirty-five (35) apartments: seven (7) on the first floor, seven (7) on the second floor, seven (7) on the third floor, seven (7) on the fourth floor, and seven (7) on the fifth floor of said apartment building. In Apartment Buildings 28, 30, 31 and 32, apartments on the first floor are numbered 101 through 107; apartments on the second floor are numbered 201 through 207, and apartments on the third floor are numbered 301 through 307. In Apartment Buildings 28, 31 and 32 apartments on the fourth floor are numbered 401 through 407. In Apartment Building 31 apartments on the fifth floor are numbered 501 through 507. Each apartment designation is prefixed by the number 28, 30, 31 or 32, corresponding to the building in which that apartment is located. By way of example and not of limitation, Apartment 28-301 is in Apartment Building 28 and on the third floor. All apartments excluding only Apartments 28-104, 30-104, 31-104 and 32-104, are each two (2) bedroom,

two (2) bath apartments, consisting of a living room, two (2) bedrooms and two (2) baths in addition to other living areas within the apartment described on the Condominium Plan. Apartments 28-104, 30-104, 31-104 and 32-104 are each one (1) bedroom, one and one-half bath (1-1/2) bath apartments, consisting of a living room, one (1) bedroom and one and one-half (1-1/2) baths in addition to other living areas within the apartment described on the Condominium Plan. Each apartment also contains living areas in addition to the bedrooms and baths mentioned above within the boundaries described on the Condominium Plan. Each of said apartments together with its attached terraces, balconies or porches, if there be any, is a Condominium Unit, and each of said Units is subject to private ownership. The areas, rooms and spaces which are not within the boundaries of a Condominium Unit and its attached terraces, balconies or porches (if there be any), are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within an apartment constitute part of the common elements up to the unpainted finished surface of said walls.

B. The boundary lines of each apartment, terrace, balcony or porch are the interior vertical surfaces thereof; and the exterior unpainted finished surface of the perimeter balustrade abutting the porch, terrace or balcony, or if said terrace, balcony or porch is enclosed, the exterior unfinished surface of the perimeter wall, and the interior finished surfaces of the floor and ceiling of said porch.

C. Each Condominium parcel includes the undivided interest of each unit owner in and to the common elements, it

being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as parking spaces and/or storage spaces.

The Condominium property described in Article IV hereof consists of common elements only and includes a swimming pool and pool building, the property in question being located between buildings 30 and 31.

VI.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION
OF IMPROVEMENTS

A. There is attached hereto, as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements on the land mentioned in Article III above showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. In addition, there is attached hereto as a part of Exhibit #4, a Survey, Plot Plan and Graphic Description of the Improvements on the land mentioned in Article IV above showing said improvements in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description and notes and legends appearing thereon are made a part hereof and identified as Exhibit #4 of this Declaration. Said Exhibit #1 and Exhibit #4 have been certified to in the manner required by Section 711.08 (1) (e), Florida Statutes, the Condominium Act.

B. Limited common elements are identified in Exhibit #1 and consist of storage spaces and parking spaces within the Condominium property. The limited common elements constituting storage spaces are not assigned to the various units in this Declaration

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nor in Exhibit #1 attached hereto. The Condominium Association hereinafter provided for shall distribute and attribute the aforementioned storage spaces to the units. In making such appointments and designations, storage spaces shall be apportioned among the units such that each unit shall have the same storage space (in volume and configuration) as every other unit insofar as the configuration of the buildings and of the spaces shall allow. The size of storage spaces to be distributed and attributed to the units may vary from building to building within the Condominium, but so far as is practicable, each unit (apartment) within a building shall have the same storage space (in volume and configuration) as every other unit within said building. Any storage spaces not assigned by the Condominium Association shall, during the period when they are not assigned, be deemed common elements. It shall not be necessary that the designation of storage space attributable to a unit be recorded among the Public Records. The Condominium Association may from time to time, should there be need, change the storage space attributable to a unit within a building, providing only that each unit shall have essentially equivalent storage space to all other units within the same building. This provision is herein provided in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the appointment of storage spaces more convenient to their units, and to give the Condominium Association the power and flexibility to meet such a situation. Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements (Page 2 of Exhibit #1 hereto) are numbered 1 through 207 inclusive. These parking spaces shall likewise constitute limited common elements to the units to which they shall be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium the Developer, PERINI LAND AND DEVELOPMENT COMPANY, a Delaware corporation, shall assign the parking spaces in this Condominium to the various units and shall record among the Public Records of Palm Beach County, Florida, as such

assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the Condominium unit or units to which such parking spaces shall thereafter be appurtenant as a limited common element. From and after the recording of such designation by the Developer with respect to any Condominium unit and any parking space designated as appurtenant thereto, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. The Developer in assigning from time to time the various parking spaces to the Condominium units shall nevertheless be required to assign or reserve until assigning, at least one parking space to or for each Condominium unit. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit (and the owners and the occupants of that unit) to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall during the period when they are not so assigned, be deemed common elements. Parking spaces may be designated by the Developer as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to such use as the Condominium Association shall from time to time direct, and may be made available for guest parking. Parking spaces designated common elements by the Developer may, with approval of a majority of the whole number of unit owners, be designated by the Condominium Association as limited common elements to one or more units; providing that such designation is executed with the formality required of deeds by the authorized officers of the Condominium Association, and sets forth that the approval of a majority of the whole number of unit owners to such

designation was obtained at a meeting of unit owners (members of the Condominium Association) called at least in part for the purpose, or obtained in writing and on file with the Condominium Association, either of which procedures shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Palm Beach County, Florida, the subject parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect and with the same results as if such designation had been made by the Developer.

VII.

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

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

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

VII.

MEMBERSHIP IN THE CONDOMINIUM
ASSOCIATION AND VOTING RIGHTS
OF OWNERS OF UNITS

Every owner of a Condominium ~~parcel~~, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article XI of this Declaration and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition

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of ownership of a Condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

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

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each unit owner is entitled to one (1) vote in the Condominium Association for each unit owned by him. If a person or corporation owns more than one (1) unit, he or it shall be entitled to one (1) vote for each unit owned. Voting rights and qualification of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit #2.

IX.

AMENDMENT TO DECLARATION

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

amendments, except as otherwise set forth in Article XXV, entitled "Recreational Facilities".

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

C. Notwithstanding the provisions contained in this Article IX, no amendment to this Declaration of Condominium shall alter or impair the interest of The Lands of the President Condominium Eight-B in and to the recreational facilities set forth in Article IV and Article XXV hereof, unless said Condominium approves and joins in such amendment, provided that this Article IX C shall be of no further force and effect subsequent to ten (10) years following the date of recordation of this Declaration of Condominium should the Declaration of Condominium for The Lands of the President Condominium Eight-B not be recorded in accordance with Article XXV hereof.

X.

BY-LAWS

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

XI.

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., a Florida corporation, not for profit. The Association shall have all the powers, rights and duties set forth in the Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The Condominium Association is sometimes referred to herein as the Association.

XII.

PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof as private single family residences for themselves, their families, their tenants and social guests, and for no other purposes, except where specific exceptions are made in this Declaration of Condominium.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The condominium units (apartments) shall be used as single family residence only except, with the permission of the Condominium Association, one (1) apartment may be used as a manager's or building superintendant's office-apartment. It is contemplated that one (1) apartment (unit) within the Condominium may be occupied by a building or property manager or supervisor, or may be leased to a person or corporation engaged in the management of real property for use by such superintendant or property

manager, and providing that the permission of the Condominium Association shall have been obtained, it shall not be deemed a violation of these restrictions if such apartment is also used by the occupant thereof as an office in which some or all of the functions of property management or property superintendence takes place. Once the Condominium Association has given the approval as herein mentioned to the owner of said apartment, said approval may not be terminated or thereafter canceled without the written consent of the owner of the condominium unit involved and, if there be a lease upon the unit, of the lessee.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners and subject to such regulation by rules and by-laws as may in the opinion of the Condominium Association achieve the maximum beneficial use thereof.

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

D. No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.

E. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or of any Condominium unit or any part thereof.

F. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his Condominium parcel or any part of the Condominium property.

G. All draperies, blinds, venetian blinds, shades and such other window coverings as may be used to cover or otherwise decorate windows and/or doorways visible from the golf course abutting the Condominium land shall be white or lined with white, so that the appearance of said windows and/or doorways shall appear uniform from said abutting golf course.

G. Reasonable regulations concerning use of the Condominium property and especially the common elements and limited common elements may be promulgated by the Condominium Association. Copies of all regulations shall be furnished to all unit owners.

XIII.

CONVEYANCES

A. In order to assure a community of congenial residents and thus protect the value of the apartments, and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

B. In the event of an attempted conveyance in the contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

C. 1. A unit owner, intending to make a bona fide sale or lease of his parcel, or any interest therein, shall give to the Condominium Association a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the term of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects.

2. Within thirty (30) days after the receipt of such notice the Association shall either approve of the transaction or furnish a purchaser or lessee approved by the Condominium

Association and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close.

3. Approval shall be in recordable form signed by an executive officer of the Condominium Association and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

4. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.

5. The provisions of this Article XIII shall apply to subleases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

6. No fee shall be charged by the Condominium Association in connection with the approval of an intended purchaser or lessee, as the case may be, pursuant to this Article XIII, in excess of the expenditures reasonably required for credit report expense, and this expense shall not exceed fifty (\$50.00) dollars. No charge shall be made in connection with an extension or renewal of a lease.

D. No unit owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the Association and unless the proposed lessee can qualify as to use restrictions.

E. If a unit owner shall lease his unit, he shall remain liable for the performance of all the agreements and covenants in the Condominium documents, and shall be liable for the violations by his lessee of any and all use restrictions.

F. Every purchaser or lessee who acquires any interest in a condominium parcel shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association and the provisions of the Condominium Act.

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

XIV.

RIGHTS OF HEIRS AND DEVISEES
OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse

or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligation of the unit owner, the provisions of Article XIII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or person's taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, which purchaser may be the Association. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to such purchaser.

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

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

XV.

ASSESSMENTS

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

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the Condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm, flood (to the extent available under the National Flood Insurance Program), and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the Condominium Association, maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the

individual Condominium parcel concerned), charges for utility and water used as common for the benefit of the Condominium; cleaning and janitor service for the common elements and limited common elements, expenses and liabilities incurred by the Condominium Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members, and the Condominium property - (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Directors of the Association to be common expenses from time to time. Common expenses shall also include maintenance of the swale area located between the Condominium property and the roadways (Presidential Way and Congress Avenue). Said swale area common expenses shall include but not be limited to maintenance of lawn and foliage located on said swale area and the providing of sufficient water and the maintenance of the sprinkler system located thereon to service said area. In addition, common expenses shall include any and all expenses which would ordinarily be chargeable to The Lands of the President Condominium Eight-B Association, Inc. by virtue of its ownership of the undivided one-fourth (1/4th) fee interest in and to the recreational land described in Article IV hereof until such time as the condominium regime of The Lands of the President Condominium Eight-B is created by the placing of record of a Declaration of Condominium for said condominium in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXV, hereof. Common expenses shall also include any and all other sums due from the Association under any lease contract or undertaking for recreational facilities provided for in Article XXVI.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses

shall be borne by unit owners in the proportions of shares set forth in Paragraph B of Article VII hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors, except that assessments shall be payable no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the current operating expenses and for all of the unpaid operating expenses previously incurred.

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

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at eight (8%) percent per annum.

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

XVI.

LIEN OF THE ASSOCIATION

The Condominium Association shall have a lien on each Condominium parcel for any unpaid assessment, and interest thereon against the unit owner of such Condominium parcel, as provided

in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with Section 711.15 of the Laws of Florida (Section 15 of the Condominium Act), and shall otherwise be enforceable as provided in the Condominium Act.

XVII.

PROVISIONS RE TAXATION

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

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

In addition, it is likely that property taxes and/or special assessments may be separately assessed against the undivided one-fourth (1/4th) fee interest in and to the recreational land and improvements referred to in Article IV hereof simultaneously herewith conveyed to The Lands of the President Condominium Eight-B Association, Inc. In such case, the tax bill and/or assessment shall also be apportioned against each parcel according to the Schedule of Common Expenses contained in Schedule B of Exhibit #2 and shall be treated as a part of the common expenses

of the Condominium until such time as the Declaration of Condominium of The Lands of the President Condominium Eight-B is placed of record in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXV hereof.

XVIII.

MAINTENANCE AND REPAIRS

A. The owner of each Condominium unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment, including compressors for his unit located within a unit or on the common elements, and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit or to any portion of the common elements, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached terraces, balconies or porches), and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit (including its attached terraces, balconies or porches), within or in the perimeter walls of a unit (including its attached terraces, balconies or porches), and all window or plate glass in windows or in the perimeter walls of the unit (including its terraces, balconies or porches).

B. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires,

or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

C. Notwithstanding the conveyance by the Developer of an undivided one-fourth (1/4th) fee interest in and to the recreational land and improvements described in Article IV hereof to The Lands of the President Condominium Eight-B Association, Inc., the Association shall be responsible for and see to the maintenance of the entire recreational land until such time as the Declaration of Condominium of The Lands of the President Condominium Eight-B is placed of record in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXV hereof. The Association shall have all powers necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

XIX.

ALTERATION OF UNITS

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

portion not within the unit, without consent of the Association. No unit owners, nor any other person, shall install upon the roof, or exterior of the apartment building upon the Condominium property, nor upon the common elements, nor upon the limited common elements of the Condominium any TV antennae, radio antennae, electric, electronic or electro-mechanical device without the consent of the Association.

XX.

ALTERATIONS, ADDITIONS AND
IMPROVEMENTS TO COMMON ELEMENTS

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

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days nor more than thirty (30) days notice.

B. A vote of two-thirds (2/3rds) of all the unit owners in favor of the proposal in person or by proxy shall be required to approve and adopt it.

C. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense, but each unit owner shall bear that portion or share of such cost as is the same as the share of the common elements appurtenant to his unit, as such shares are set forth in Paragraph A of Article VII of this Declaration. In the event such alteration, improvement or addition is to the recreational land and/or improvements referred to in Article IV and Article XXV hereof prior to the date of recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, then and in that event, the entire burden of the cost of such alterations, improvements and/or additions shall be assessed

and collected as a common expense of The Lands of the President Condominium Eight-A.

D. Until such time as the Declaration of Condominium of The Lands of the President Condominium Eight-B is placed of record, as more fully set forth in Article XXV hereof, no substantial and/or material alterations, improvements and/or additions to the recreational land or improvements referred to in Article IV and Article XXV hereof shall be made without the written consent of Developer. Upon approval of any substantial and/or material alteration, improvement and/or addition for said area by the Association in accordance with this Article XX, A and B above, the Association shall provide Developer with a written request for approval of said alteration, improvement and/or addition together with sufficient plans, specifications and information to fully inform Developer of the nature and extent of said alteration, improvement and/or addition, and Developer shall approve or disapprove within thirty (30) days of receipt of said written request. Failure to respond within said period of time shall be deemed approval by Developer.

E. Following the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXV, hereof, no substantial and/or material alterations, improvements and/or additions to the recreational land referred to in Article IV and Article XXV hereof shall be made except in accordance with the following:

1. Each Association, to wit: The Lands of the President Condominium Eight-A Association, Inc. and The Lands of The President Condominium Eight-B Association, Inc., shall call a special meeting of all of the unit owners for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days nor more than thirty (30) days notice.

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2. A vote of two-thirds (2/3rds) of all the unit owners in each condominium in favor of the proposal in person or by proxy shall be required to approve and adopt it.

3. The cost of such alteration, improvement and/or addition shall be assessed and collected as a common expense, and each unit owner of The Lands of the President Condominium Eight-A shall bear that portion of the cost as equals his share of the common elements attributable to said recreational land and facilities. By way of example and not of limitation, the owner of Unit 28-101 shall be assessed and shall pay as a common expense .8929% of 75% of the cost of such substantial alteration, improvement and/or addition to the recreational land and/or facilities. The balance of the cost of such alteration, improvement and/or addition shall be borne by The Lands of the President Condominium Eight-B.

XXI.

LIABILITY INSURANCE

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

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or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XXII.

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

This is not a contract

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire buildings erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier, if such insurance is available, against (1) loss or damage by fire and hazards covered by a standard coverage endorsement and (2) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the Condominium land, including but not limited to federal flood hazard insurance under the National Flood Insurance Program in the event said insurance is available for the condominium. Because of the location of the Condominium property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if in good faith a majority of their whole number shall have determined that such insurance is not reasonably available.

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

E. Determination of Damage and Use of Proceeds.

1. Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the percentages set forth in Paragraph A of Article VII of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for

the total deficiency against each of the unit owners according to the percentages set forth in Paragraph A of Article VII of this Declaration; except as provided for in Paragraph I below.

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

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

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

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

in such discrete and separate apartment building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium property with respect to the entire Condominium, the Condominium properties shall not be reconstructed unless two-thirds (2/3rds) of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in sub-paragraph 1, above, but with respect to one or more apartment buildings be at least that degree with respect to each of such buildings described in sub-paragraph 2, above, then each apartment building experiencing such degree (sub-paragraph 2) of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4ths) of the unit owners owning units in such apartment building so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear, in accordance with the provisions of Paragraph I, below, and the Condominium property shall to the extent provided for in Paragraph I, below, be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of Paragraph I, below. The determination not to reconstruct after casualty shall be evidenced by certificate, signed by one (1) of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3rds) of the unit owners, or in the appropriate cases, stating that the said ninety (90) day period has elapsed

and that the Association has not received the necessary writings from three-fourths (3/4ths) of the unit owners residing in each of the separate and discrete apartment buildings which have experienced the degree of damage mentioned in sub-paragraph 2 above.

G. Rights of Mortgagees. If any first mortgagee of any Condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property. A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one (1) such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered

by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

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

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

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

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

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

per building calculated in accordance with the provisions in sub-paragraph 1 above.

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

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

b. The total of the relative common elements per building attributable to units in the apartment building so destroyed or damaged shall be multiplied by the fair value of all the Condominium property as established by the Board of Directors, and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged building. There shall be subtracted from said portion of the fair value the loss or damage

experienced by the Condominium attributable to the damage or destruction to the said apartment building. That difference plus the total amount of insurance proceeds attributable to said loss shall be deemed the total purchase price for the Condominium units in the said destroyed or damaged building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with the law. If the Condominium shall elect not to terminate in accordance with the law, then the Condominium Association shall purchase the Condominium units in the destroyed or damaged building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows:

Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the apartment building so damaged or destroyed, shall be set aside

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and the balance paid over to the Condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments, commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

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

(1) Terminating the Condominium Regime with respect to the destroyed or damaged building and making the site thereof a common element of the Condominium; or,

(2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3rds) of the Condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

d. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed building, a certificate shall be filed among the public records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium property the destroyed and/or damaged building, as an improvement

and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged building, among the remaining unit owners in the proportions that their shares of the common elements as set forth in Schedule A of Exhibit #2 hereof, bear to one another; such that upon completion of such redistribution, one-hundred (100%) percent of the common elements will have been distributed among the remaining Condominium unit owners and the Condominium units not contained in the damaged or destroyed building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed building, among the remaining units in the proportions that their shares of the common expenses and common surplus as set forth in Schedule B of Exhibit #2 to this Declaration of Condominium, bear to one another, such that upon completion of such redistribution, one-hundred (100%) percent of the common expenses and common surplus will have been distributed among the remaining Condominium units not contained in the damaged or destroyed building.

J. Application of this Article XXII. The provisions of this Article XXII shall fully apply to the entire Condominium property including but not limited to the undivided three-fourth (3/4th) interest in and to the recreational land and its improvements as described in Article IV hereof, except to the extent that said provisions are modified or rendered inapplicable as they affect said recreational land pursuant to Paragraph C of Article XXV hereof.

XXIII.

MORTGAGES

An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Condominium Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

XXIV.

DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

The provisions of Article XIII hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Corporation submitting the condominium property to condominium ownership, to-wit: the Developer. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser, tenant or lessee approved by it, subject, however, to the use restrictions. Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Paragraphs C and D of Article XIII shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding

anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association. This Article XXIV may not be amended without the written consent of the Developer.

XXV.

RECREATIONAL FACILITIES

Submitted herewith to Condominium ownership is an undivided three-fourth (3/4th) interest in and to that certain recreational land referred to in Article IV and Exhibit #4 hereof and more particularly described as follows:

Commencing at the Southeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the easterly line of said Lot 5, North 49°48'09" West 123.16 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 37.57 feet; thence North 88°52'52" West 138.09 feet, thence South 1°11'51" West 91.34 feet to a point on a curve from which the radius point bears South 7°20'24" West 397.0 feet; thence Southeasterly along the arc of said curve 103.81 feet through a central angle of 14°58'34", thence North 37°04'33" East 113.75 feet to the Point of Beginning,

SUBJECT TO: Restrictions, limitations, easements, reservations of record and applicable zoning ordinances, laws and regulations,

SUBJECT ALSO TO: Those certain easements for utilities and other purposes as set forth on Page 2 of Exhibit #4 to this Declaration of Condominium, if any,

said land being improved with a swimming pool and pool building, together with other improvements thereon. The Developer, in anticipation of development, construction and creation of the Condominium regime of The Lands of the President Condominium Eight-B upon that certain property shown on page 2 of Exhibit #1 as Parcel B (not included) and being described as follows:

Commencing at the Southeast corner of Lot 4, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the Northeast line of said Lot 4, North 49°48'09" West 232.78 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 268.43 feet; thence South 57°42'00" West 109.74 feet to a point on a curve from which the radius point bears South 53°20'56" West 397.00 feet; thence Northwesterly along the arc of said

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curve 71.97 feet through a central angle of 10°23'10"; thence along a radial line of said curve South 42°57'28" West 67.00 feet to the Northerly line of a public right of way 60.0 feet wide known as Presidential Way, being also a point on a curve from which the radius point bears South 42°57'28" West 330.00 feet; thence Southeasterly along the arc of said curve 84.91 feet, through a central angle of 14°44'32" to the tangent point; thence along the tangent line South 32°18'00" East 225.88 feet; thence North 57°42'00" East 256.33 feet to the Point of Beginning,

has conveyed the remaining one-fourth (1/4th) fee interest in and to the said recreational land and facilities to The Lands of the President Condominium Eight-B Association, Inc., the Association created for the purpose of operating, maintaining and managing the said proposed Lands of the President Condominium Eight-B. Developer covenants that the Condominium regime of The Lands of the President Condominium Eight-B as created and developed by Developer hereunder shall contain no more than thirty-five (35) Condominium parcels (units), the owners of which shall have the privilege of use and enjoyment of the recreational land and facilities set forth herein. Nothing herein contained shall be deemed to require Developer to construct, develop or otherwise create the Condominium regime of The Lands of the President Condominium Eight-B.

A. Use Privileges: The unit owners of The Lands of the President Condominium Eight-A, their families, tenants, visitors, licensees and guests shall have the exclusive privilege of use and enjoyment of said recreational facilities set forth in this Article XXV until such time as Developer, its successors or assigns, place among the Public Records of Palm Beach County, Florida, a Declaration of Condominium creating the Condominium regime of The Lands of the President Condominium Eight-B. Upon the recordation of the Declaration of Condominium for The Lands of the President Condominium Eight-B, the unit owners of The Lands of the President Condominium Eight-A and the unit owners of The Lands of the President Condominium Eight-B shall have

the exclusive privilege of use and enjoyment of the said recreational facilities.

B. Maintenance of Recreational Land and Facilities:

During the period of time that the unit owners of The Lands of The President Condominium Eight-A have the exclusive privilege of the use and enjoyment of the recreational land and facilities referred to in this Article XXV, said unit owners shall bear the entire cost of the maintenance of said recreational land and facilities, said maintenance expenses being and are hereby designated as common expenses of the condominium during said period. The said expenses shall include but not be limited to real estate taxes (whether or not said taxes are imposed by virtue of assessments upon Condominium parcels [units] or otherwise); the operation, maintenance and management of the property; insurance policies for fire, windstorm, flood (to the extent available under the National Flood Hazard Insurance program) and extended coverage insurance on the real property and personal property contained therein; personal and public liability insurance; legal and accounting fees, management fees; operating expenses of the property; maintenance, repairs and replacements; charges for utility services and water used for said recreational facilities; cleaning services for said facilities; pool maintenance expense; and liability incurred by the Condominium Association in and about the enforcement of those rights and duties against the members of units regarding the use of said facilities and the creation of reasonable contingencies or reserve requirements for the protection of the members of the Association and other expenses declared by the Directors of the Association to be necessary and proper for the maintenance, management and operation of the said recreational facilities.

On the first day of the month next succeeding the month of the recording of the Declaration of Condominium for

The Lands of the President Condominium Eight-B and thereafter, the obligation of maintenance for the recreational land and facilities shall be divided between the unit owners of the two Condominiums based upon percentage ownership of said recreational facilities. The unit owners of The Lands of the President Condominium Eight-A shall thereafter bear the cost of maintenance of seventy-five (75%) percent of said recreational land and facilities (which shall then be deemed common expenses of the Condominium) and unit owners of The Lands of the President Condominium Eight-B shall bear the cost of maintenance of twenty-five (25%) percent of said recreational land and facilities (which shall then be deemed common expenses of The Lands of the President Condominium Eight-B).

C. Casualty Insurance for Recreational Land and Facilities: The recreational land and facilities, including the pool, pool building, fixtures and personal property contained thereon, shall be separately insured by and on behalf of and for the interest of the Associations, all unit owners and their mortgagees as their interest may appear as hereinafter stated, against (1) loss or damage by fire as evidenced by a standard coverage endorsement, and (2) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings and facilities similar in construction, location and use to those erected upon the recreational land and under the same terms, conditions and provisions as set forth in Article XXII hereof, except as otherwise set forth herein as follows:

1. Prior to the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Association of The Lands of the President Condominium Eight-A shall keep insured the entire recreational land and facilities. Said insurance shall be in and for the interest of the Association, all unit owners and their mortgagees as

their interest may appear to the extent of the interest of said Condominium in the said recreational land and facilities, to-wit: seventy-five (75%) percent. In addition, said insurance shall insure The Lands of the President Condominium Eight-B Association, Inc. to the extent of its interest in the said recreational land and facilities, to wit: twenty-five (25%) percent. Notwithstanding the terms hereof, in the event there occurs damage to the recreational property, all sums derived through insurance as provided hereunder shall be used for the repair and replacement of said facilities, (which shall be mandatory except in the case of the termination of the Condominium regime pursuant to Article XXII, hereof) and any surplus thereof shall be paid to the unit owners of The Lands of the President Condominium Eight-A in accordance with their interest as set forth in Schedule A of Exhibit #2, hereof entitled "Ownership of Common Elements".

Should there occur in addition to damage to the recreational land, substantial damage to or destruction of all or a substantial part of the Condominium property with respect to the entire Condominium and as a result thereof the Condominium regime of The Lands of the President Condominium Eight-A is terminated in accordance with Article XXII hereof, then and in that event, twenty-five (25%) of the proceeds derived from insurance hereunder shall be paid to The Lands of the President Condominium Eight-B Association, Inc., said sum representing the percentage interest of said Condominium Association in and to the insurance coverage.

2. Subsequent to recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Board of Directors of the Association of The Lands of the President Condominium Eight-A Association, Inc. and the Board of Directors of The Lands of the President

Condominium Eight-B Association, Inc. shall keep insured the recreational land and facilities referred to herein. Said insurance shall be in and for the interest of the Associations, all unit owners in both condominiums and their mortgagees as their interest may appear. Seventy-five (75%) percent of said insurance shall be attributable to The Lands of the President Condominium Eight-A Association, Inc., its unit owners and their mortgagees as their interest may appear; and twenty-five (25%) percent of said insurance shall be attributable to The Lands of the President Condominium Eight-B Association, Inc., its unit owners and their mortgagees as their interest may appear. In the event of damage or destruction to the recreational property, all sums derived from said insurance shall be first applied to the replacement and repair of said recreational property (which shall be mandatory except in the case of termination of both Condominium regimes). Any surplus from said insurance proceeds shall be divided in accordance with the interest of the two Condominiums to wit: seventy-five (75%) percent for The Lands of the President Condominium Eight-A and the balance in the amount of twenty-five (25%) percent to The Lands of the President Condominium Eight-B. In the event that there should occur such substantial damage to or destruction of either (but not both) Condominium and, in addition, damage or destruction to the recreational land and/or facilities, all sums derived from insurance pursuant to the insurance coverage of the recreational property, shall first go to the reconstruction and/or repair of the recreational lands and facilities referred to herein. In the event that either (but not both) of the regimes of said Condominiums shall be terminated by virtue of substantial damage or destruction of all or a substantial part of either Condominium, and there is insufficient proceeds from insurance to replace or repair the recreational facilities,

then and in that event, the surviving Condominium shall assess each unit owner in accordance with his percentage ownership of common elements (which in the case of The Lands of the President Condominium Eight-A is set forth in Schedule A of Exhibit #2, hereof), for the difference between the insurance proceeds and the cost of replacement. In the event that there shall occur in addition to damage to the recreational property, substantial damage to all or a substantial part of the Condominium property of both Condominiums and the Condominium regime of both Condominiums is terminated, then and in that event, the insurance proceeds for the said recreational land and facilities shall be divided between the two Condominiums, their unit owners and their mortgagees as their interest may appear on the basis of seventy-five (75%) percent to The Lands of the President Condominium Eight-A and twenty-five (25%) percent to The Lands of the President Condominium Eight-B.

D. Termination of Condominium Regime: In the event the Condominium regime of The Lands of the President Condominium Eight-A is terminated for any reason, the Association of said Condominium shall, in conjunction with the Association of The Lands of the President Condominium Eight-B take such steps as are reasonable and necessary to transfer and convey the undivided three-fourth (3/4th) interest in and to said recreational land to The Lands of the President Condominium Eight-B Association, Inc., free and clear of encumbrances affecting title to the said property. The purchase price for said property shall be seventy-five (75%) percent of the fair market value of the entire recreational property. The purchase price as then agreed to shall be subject to the approval of all First Mortgagees holding mortgages encumbering any Condominium parcel (unit) in The Lands of the President Condominium Eight-A, and in addition, shall be subject to approval by all unit (apartment) owners of The Lands of the President Condominium

Eight-A who are of record at the time of such termination. Upon approval as aforesaid, a Trustee, which shall be any bank or trust company authorized and doing business in Dade, Broward or Palm Beach county, Florida, shall be designated by the Board of Directors of the Association and approved by a majority of the first mortgagees of the units in the Condominium property for the purpose of holding an appropriate fully executed instrument of conveyance pending receipt of the funds in payment of the said property. Upon receipt of said funds, the Trustee shall forthwith place of record said instrument of conveyance and shall distribute the proceeds to each parcel (unit) based upon the interest of the unit owners in the common elements as set forth in Schedule A of Exhibit #2, hereof, entitled "Ownership of Common Elements", in the following order of preference:

1. To the first mortgagees of said Condominium parcels (units).
2. To any secondary lien holders in the order of its secured interest.
3. The owner or owners, as the case may be, of the Condominium parcels (units).

The Trustee hereunder shall be responsible only for monies which come into his possession and only for his wilful misconduct, bad faith and gross negligence. The duties of the Trustee shall be to receive such proceeds as may be paid hereunder and hold the same in trust pursuant to the Trust Agreement between the Association and the Trustee, which shall not be inconsistent with any of the provisions herein set forth.

In the event that subsequent to the recordation of the Declaration of Condominium of The Lands of the President

Condominium Eight-B, the Condominium regime of said Condominium shall be terminated for any reason, the same procedure as above set forth shall be followed in effecting the transfer of the undivided one-fourth (1/4th) fee interest in said recreational land held by The Lands of the President Condominium Eight-B. Each unit owner in The Lands of the President Condominium Eight-A shall be assessed a sum representing his percentage interest in the common elements as set forth in Schedule A of Exhibit #2 for the purchase of the said undivided one-fourth (1/4th) interest. Upon conveyance of said interest to The Lands of the President Condominium Eight-A, the Declaration of Condominium shall be deemed amended to include as a part of the Condominium property the said undivided one-fourth (1/4th) interest.

E. Subsequent to the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Board of Directors of each Association shall approve all rules and regulations applying to the use of the recreational facilities.

F. The Lands of the President Condominium Eight-B Association, Inc. has accepted conveyance of an undivided one-fourth (1/4th) fee interest in and to the recreational property referred to herein and, in addition, has agreed to transfer and convey said interest to The Lands of the President Condominium Eight-A in the event the Declaration of Condominium the Condominium regime for The Lands of the President Condominium Eight-B is not placed of record in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, within ten (10) years after the date of recordation of this Declaration of Condominium, provided that the Association requests said transfer and conveyance of the said recreational property and provided further that an amendment to the Declaration of Condominium of The Lands of the President Condominium Eight-A

is adopted in accordance with Article IX hereof, entitled "Amendment to Declaration", approving the transfer and conveyance of said interest to the Condominium Association. Notwithstanding the foregoing, in the event the Declaration of Condominium for The Lands of the President Condominium Eight-B is not placed of record within the period set forth herein and no action is taken by The Lands of the President Condominium Eight-A Association, Inc., as required hereunder, the obligation to maintain the recreational facilities referred to in this Article XXV shall continue to be the full and complete responsibility of The Lands of the President Condominium Eight-A.

G. The interests set forth in this Declaration of Condominium pertaining to the recreational land and facilities, to wit: the undivided seventy-five (75%) percent interest submitted hereunder to Condominium ownership for The Lands of the President Condominium Eight-A and the undivided twenty-five (25%) percent fee interest simultaneously conveyed to The Lands of the President Condominium Eight-B Association, Inc., shall not be subject to partition.

H. Developer reserves for the use and benefit of The Lands of the President Condominium Eight-B, its Association, to wit: The Lands of the President Condominium Eight-B Association, Inc., its unit (apartment) owners, their tenants, licensees, visitors and guests, to and from the recreational land and facilities set forth herein.

I. Nothing contained in this Declaration of Condominium shall preclude Developer, its successors or assigns, from using Parcel B, as hereinbefore described in this Article XXV, for such other lawful purposes as it deems fit.

XXVI.

ADDITIONAL RECREATIONAL FACILITIES

In addition, the Condominium Association may acquire additional recreational facilities as follows:

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

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

C. The provisions of Paragraph A above notwithstanding, mortgagees holding first mortgages on any unit or units, shall, if they acquire title to such unit or units by foreclosure or deed in lieu of foreclosure, take such units or unit exempt from and free and clear of any of the terms and obligations, and without the use benefits of such agreements entered into under the authority

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

XXVII.

SEPARABILITY OF PROVISION

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

XXVIII.

TERMINATION

The provisions for termination contained in Paragraph F of Article XXII of this Declaration are in addition to the provisions for voluntary termination provided for by Sections 16 and 17 of the Condominium Act, as amended. In addition,

the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium. Upon termination the undivided share of the condominium property owned in common by each unit owner shall be the share previously owned by such owner in the common elements, as provided for in Paragraph A of Article VII hereof. After termination of the Condominium in any manner, the liens upon the Condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

XXIX.

EASEMENTS FOR ENCROACHMENTS

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

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XXX.

TRANSFER OF PARKING SPACES
AMONG UNIT OWNERS

The provisions of Article XIII, entitled "Conveyances" of this Declaration to the contrary notwithstanding, unit owners from time to time may convey and transfer their rights in and to the parking spaces constituting limited common elements appurtenant to their units among themselves; that is to say, from one unit owner to another; with the written consent of the Condominium Association, and with the written consent of the holders of any mortgages encumbering the unit from which the parking space is being transferred, with the following limitations and in the following manner:

A. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the unit from which the parking space shall have been transferred or conveyed shall have at least one (1) parking space appurtenant thereto as a limited common element and the unit to which the parking space shall have been transferred or conveyed shall have no more than two (2) parking spaces appurtenant thereto as limited common elements. No portion of the common elements attributable to a unit shall be transferred or conveyed from one unit to another for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements, as set forth in Article VI of this Declaration, shall in no way be varied or changed with respect to any unit for reason of the transfer or conveyance of a parking space.

B. Such a transfer or conveyance shall be evidenced by a written deed of conveyance executed by both the transferor and transferee. It shall identify the transferor by name and as a unit owner of a specific condominium unit, and shall identify that unit number. It shall also designate the

name of the transferee by name and as a unit owner of a specific condominium unit, and shall identify that unit by number.

It shall set forth in substance that the parties are transferring and conveying the particular parking space which is a limited common element appurtenant to the unit by the transferor to the transferee, for the purpose of having the particular space become a limited common element appurtenant to the condominium unit owned by the transferee. It shall further set forth the consent of the transferee to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's unit subject in full to the provisions of the Declaration of Condominium.

C. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida, and promptly recorded among the Public Records of Palm Beach County, Florida, and shall be effective no sooner than such recording.

D. The consent of the Condominium Association may be evidenced on the deed of conveyance mentioned in Paragraph B above, or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Palm Beach County, Florida. Such consent may be in any form the Condominium Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the Public Records of Palm Beach County, Florida.

E. Once the aforementioned deed of conveyance shall have been duly executed and recorded in accordance with the provisions of this Article XXX, and the consent of the Condominium Association shall have likewise been given and

so recorded, the Declaration of Condominium and, in particular, Exhibit #1 hereto, shall be deemed amended to the extent necessary to conform to that transfer and conveyance as authorized under this Article XXX, the provisions of Article IX of this Declaration, entitled "Amendment to Declaration", to the contrary notwithstanding.

F. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a condominium unit or any part or share thereof to any person or persons whomsoever, except the limited common elements which constitute parking spaces may, as herein provided, be conveyed between unit owners providing that at no time may such parking spaces, or any of them, be owned in whole or in part by any person or persons who are not unit owners. The foregoing notwithstanding, the Developer may retain, without being a unit owner, any unassigned parking spaces subsequent to Developer's conveyance of the last unit owned by it, providing that in such case and until the Developer shall assign said remaining parking spaces to unit owners, such unassigned spaces shall be treated as a common element of the Condominium Association. The Developer, whether or not a unit owner, may exchange such unassigned parking spaces for parking spaces previously assigned to unit owners without the Condominium Association's approval and treat the exchanged space reserved by it as if the same had never been assigned. Any transfer or conveyance of a parking space by any person except the Developer, with or without the consent of the Condominium Association to any other person or persons who is or is not a unit owner or owners except transfers or conveyances to the Developer, shall be totally void.

XXXI.

MAINTENANCE

In order to provide for the maintenance and upkeep of The LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A and for the economical discharge of the management and maintenance functions of the common elements and the limited common elements for the benefit of the unit owners, the Condominium Association is authorized to appoint and enter into a contract with any person, firm, corporation or other real estate managing agent to provide for the maintenance, repair and management of the condominium property. The Developer, its affiliates, its successors or assigns may be such managing agent and nothing herein shall be deemed to invalidate any agreement between the Condominium Association and the Developer as the agent for reason that at the time of entering into such an agreement, employees, officers or agents of the Developer were the officers and/or directors of the Condominium Association. However, any contract, agreement or undertaking between the Condominium Association, whether or not with Developer, its affiliates, successors, or assigns, shall conform to the requirements of law applying thereto and without limiting the generality of the foregoing, shall contain provisions of termination as provided by law when required by law. Any such managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors as provided for in law and in the By-Laws of the Condominium Association and in accordance therewith. The terms of the said contract with any managing agent shall conform to the requirements of the By-Laws of the Association in all regards.

Subsequent to the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Association shall provide for the maintenance

of the recreational property referred to in Article IV and Article XXV, hereof, in cooperation with the Association of said Condominium so that the management and maintenance of said property shall be handled in a unified manner.

XXXII.

MISCELLANEOUS PROVISIONS

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

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

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

D. Contractual Liens Authorized. Each Condominium unit owner in this Condominium is authorized to grant liens upon his respective condominium unit to secure the payment of his share (or the share attributable to his Condominium unit in the appropriate case) of any fees, dues, charges or other exactions which the Condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit: memberships, liens, contracts or other undertakings; obtained by the Condominium Association for the use of the Condominium unit owners or otherwise obtained by such Condominium unit owner or owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the condominium form of ownership as provided for by law or under the terms of the Declaration, the said lien so created shall attach to the undivided interests in the Condominium property resulting from termination, held by the Condominium unit owner creating

such lien or owning a unit encumbered by such lien. This Paragraph D. shall be liberally construed to grant Condominium unit owners maximum authorities to grant the liens hereinmentioned for the purpose herein provided, and shall not be construed to in any way restrict the powers or authorities of the Condominium unit owner, nor to require any particular form for the creation of such liens, but Condominium unit owners shall, in addition to the powers and authorities created herein, have the authority and power to create liens on their units which they would otherwise have had, had this paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this paragraph shall take priority from the recording among the public records of Palm Beach County, Florida, of the document creating that lien. This paragraph shall not be construed to cause or allow liens created under the authority of this paragraph to become effective earlier than the aforementioned recording of the document creating such lien, and neither this paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

E. Easements. The Developer and its successors as Developer, retains the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium property for use for public utility purposes or for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the then existing improvements upon the Condominium property, and shall not be inconsistent with the peaceful and lawful

use and enjoyment of the Condominium property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the public records of Palm Beach County, Florida, a written statement to that effect; from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the power and authorities reserved or granted in this Paragraph E.

F. Cable Television. Developer in conjunction with TELEPROMPTER FLORIDA CATV CORPORATION has installed all necessary wiring, equipment and apparatus to provide cable television service for each unit in the Condominium. Each unit owner at his option and at his sole expense shall have the right to have his unit connected to such system and to receive the benefits of such system so long as said unit owner continues to pay all proper charges, fees and tariffs imposed by or through the said TELEPROMPTER FLORIDA CATV CORPORATION and so long as the said TELEPROMPTER FLORIDA CATV CORPORATION continues to offer such service to such unit owners in said buildings. There is hereby created and granted to TELEPROMPTER FLORIDA CATV CORPORATION a license for access purposes only to maintain, operate, repair and replace such portions of its systems as are on, in or about the common elements of the condominium property so long as its service is desired by any unit owner, and at such time as said service is no longer desired by any unit owner, or at such time as said service is no longer offered by TELEPROMPTER FLORIDA CATV CORPORATION within said condominium to remove such portions of its system from the common elements thereof as will not cause damage to said buildings, will not render any portion of said buildings unsightly and will not interfere with the

reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

Nothing contained herein shall be construed to extend to TELEPROMPTER FLORIDA CATV CORPORATION the exclusive right to provide such service and any unit owner may at his option tie in with the service of another similar CATV system duly licensed to provide such service in this area providing that the installation and placement of cables, equipment and all necessary apparatus for such system upon the Condominium property shall be reasonably necessary to provide such service and provided further that such installation shall have the approval of the Condominium Association and shall not be unsightly and otherwise shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

IN WITNESS WHEREOF, the Developer, PERINI LAND AND DEVELOPMENT COMPANY, has caused this Declaration of Condominium to be executed by its duly authorized officers, and the corporate seal to be affixed this 30th day of MAY, 1975.

PERINI LAND AND DEVELOPMENT COMPANY

By: Gene R. Barbato
Gene R. Barbato
Executive Vice President



ATTEST: Roderick A. Munroe
Roderick A. Munroe
Assistant Secretary

WITNESSES:

Linda Robertson
John H. ...

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STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, a Notary Public in and for the State and County
aforesaid duly authorized to take acknowledgments, personally
appeared GENE R. BARBATO and RODERICK A. MUNROE, Executive Vice
President and Assistant Secretary, respectively, of PERINI LAND AND
DEVELOPMENT COMPANY, a Delaware corporation, to me well known, and
acknowledged before me that they executed, sealed and delivered the
foregoing Declaration of Condominium for the uses and purposes
therein expressed, as such officers, by authority of and on behalf
of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal at West Palm Beach, said County and State, this
30th day of *May*, 1975.

Denise K. Hess
~~Notary Public, State of Florida~~

My Commission expires

Notary Public State
of Florida at Large
My Commission Expires
August 26, 1975

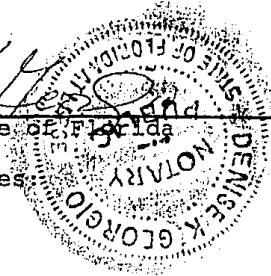


EXHIBIT #1 TO THE DECLARATION OF CONDOMINIUM OF:
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

This Exhibit consists of 18 pages. Pages 2 through 18 inclusive consist of the Survey, Plot Plan and Graphic Description of the Condominium property excluding only the recreational land and improvements set forth in Exhibit #4 hereof. Page 1 consists of an identification statement, engineer's notes pertinent to the entire Exhibit and the Certificate.

ARCHITECT'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared R. Carroll Peacock, who after being first duly cautioned and sworn, deposes and says:

1. That he is a duly registered and licensed architect under the laws of the State of Florida, a member of A.I.A., registration number 2744 and is authorized to practice in this State.

2. Affiant hereby certifies that the construction of the improvements described in the Survey, Plot Plan and Graphic Description of Improvements of the Condominium property and the improvements thereon are sufficiently complete so that such material, together with the wording of the Declaration of Condominium of The Lands of the President Condominium Eight-A is a correct representation of the improvements described, and that it can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit, except as otherwise set forth in Paragraph 3 hereof.

3. Excluded from this Exhibit #1 is that portion of Condominium property referred to in Article IV of the Declaration of Condominium and designated "Recreational Land", the Survey, Plot Plan and Graphic Description of Improvements of said portion of the condominium property being attached to the Declaration of Condominium as page 2 of Exhibit #4 thereof.

FURTHER AFFIANT SAYETH NAUGHT

R. Carroll Peacock
R. Carroll Peacock, Architect, A.I.A.

SWORN TO AND SUBSCRIBED before me
this 30th day of May 1975.

Walter H. Lawson
Walter H. Lawson
Notary Public, State of Florida

My Commission expires: NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 7, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

NOTES:

- A. Each numbered unit is composed of the apartment and the attached balconies, terraces or porches, if any.
- B. All land and all portions of the buildings or other improvements not located within the boundaries of a unit are parts of the common elements or are limited common elements. As to limited common elements, their use is reserved to the unit or units to which they have been assigned, or will be assigned, to the exclusion of other units, provided however: Easements for maintenance, repairs and improvements are reserved to the Condominium Association.
- C. All dimensions shown in the individual Condominium units are to the interior unpainted, finished (or unfinished) surfaces.
- D. The property description contained herein is the legal description of a portion of the Condominium property submitted to condominium ownership in the Declaration of Condominium. This description also appears in Article III of the Declaration. Excluded from this description is the legal description of that portion of the Condominium property referred to in Article IV hereof and designated "Recreational Land", said legal description being otherwise contained in Article XXV of the Declaration of Condominium and on page 2 of Exhibit #4 hereof.

OFFICIAL RECORD 2422 PAGE 1934

EXHIBIT - 1 (PAGE 2) SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS FOR THE LANDS OF THE PRESIDENT CONDOMINIUM 8-A

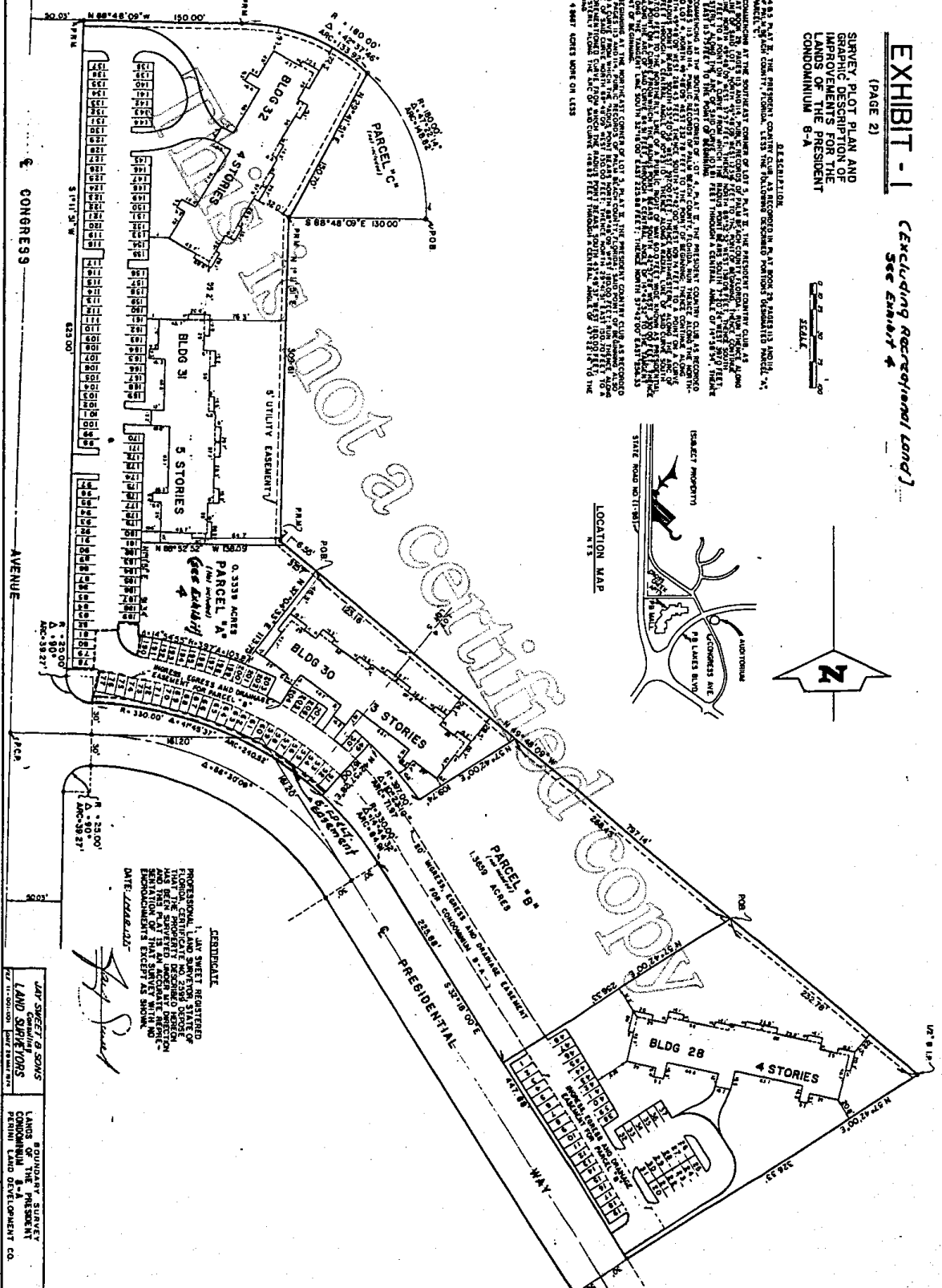
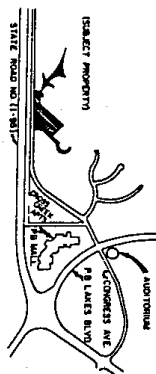
(Excluding Recreational Land)
See Exhibit 4



DESCRIPTION

Parcel 8-A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

LOCATION MAP



CERTIFICATE
JAN SWETT REGISTERED
PROFESSIONAL LAND SURVEYOR, STATE OF
FLORIDA, HEREBY CERTIFIES THAT THE
FORESAID SURVEY WAS CONDUCTED IN
ACCORDANCE WITH THE PROVISIONS OF
CHAPTER 173, F.S., AND THAT THE
REPRESENTED INFORMATION IS TRUE
AND CORRECT TO THE BEST OF HIS
KNOWLEDGE AND BELIEF.
DATE: 1/18/12

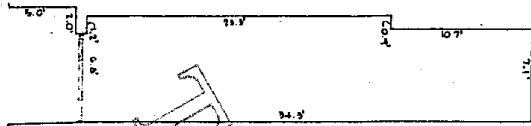
JAN SWETT & SONS
LAND SURVEYORS
BOUNDARY SURVEY
CONDOMINIUM 8-A
FENNEL LAND DEVELOPMENT CO.

	EXHIBIT - 1 (PAGE 2)			PROPERTY TITLE		
	SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS			REVISED		
	FOR			DATE		
	LANDS OF THE PRESIDENT CONDOMINIUM 8-A			PAGE & EXHIBIT		

REC'D RECORD 2422 PAGE 1935

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when received.

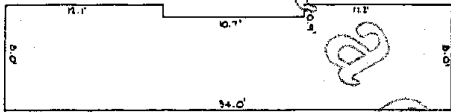
floor to ceiling elevations



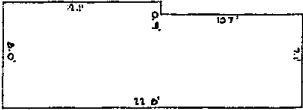
SECTION A



SECTION B

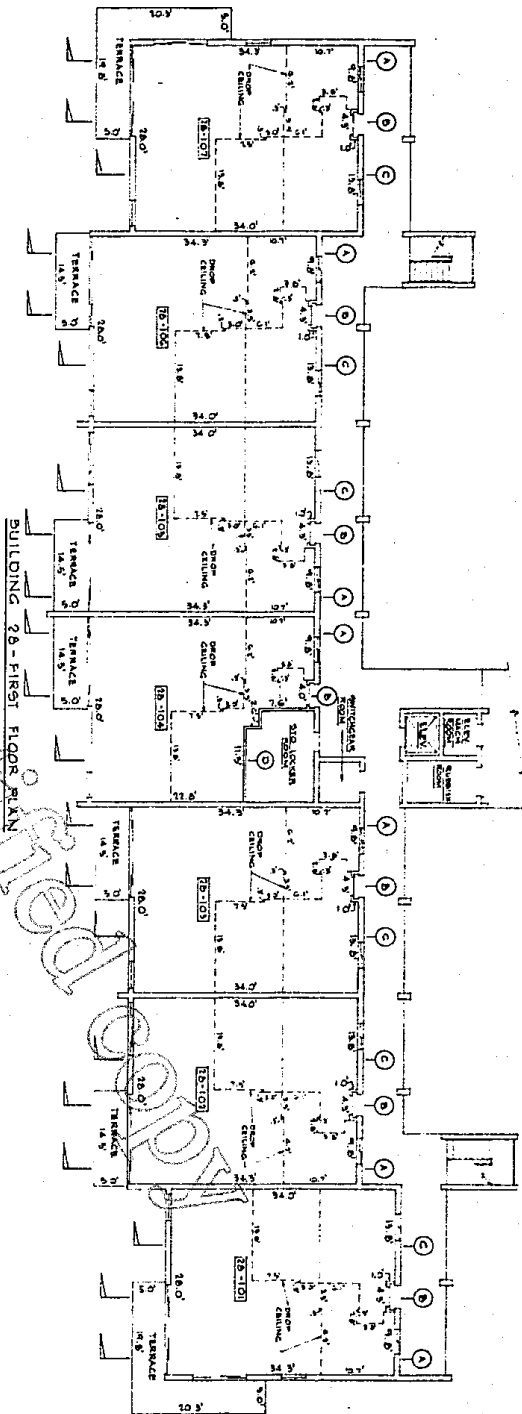


SECTION C



SECTION D

SCHEMATIC SECTIONS



BUILDING 2B - FIRST FLOOR PLAN



PEACOCK & LEWIS, AIA
ARCHITECTS INCORPORATED
PALM BEACH FLORIDA

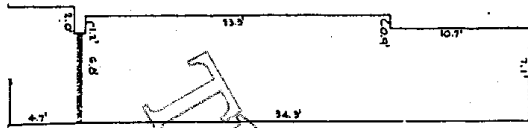
EXHIBIT I
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM SA

REVISIONS		DATE	BY

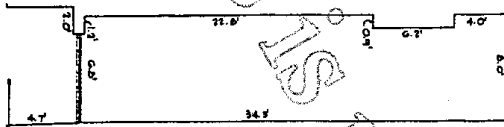
SHEET TITLE
BUILDING 2B - FIRST FL PLAN
3-1

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

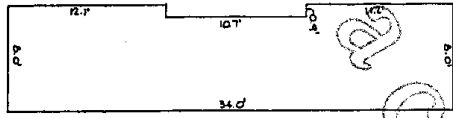
floor to ceiling elevations



SECTION A



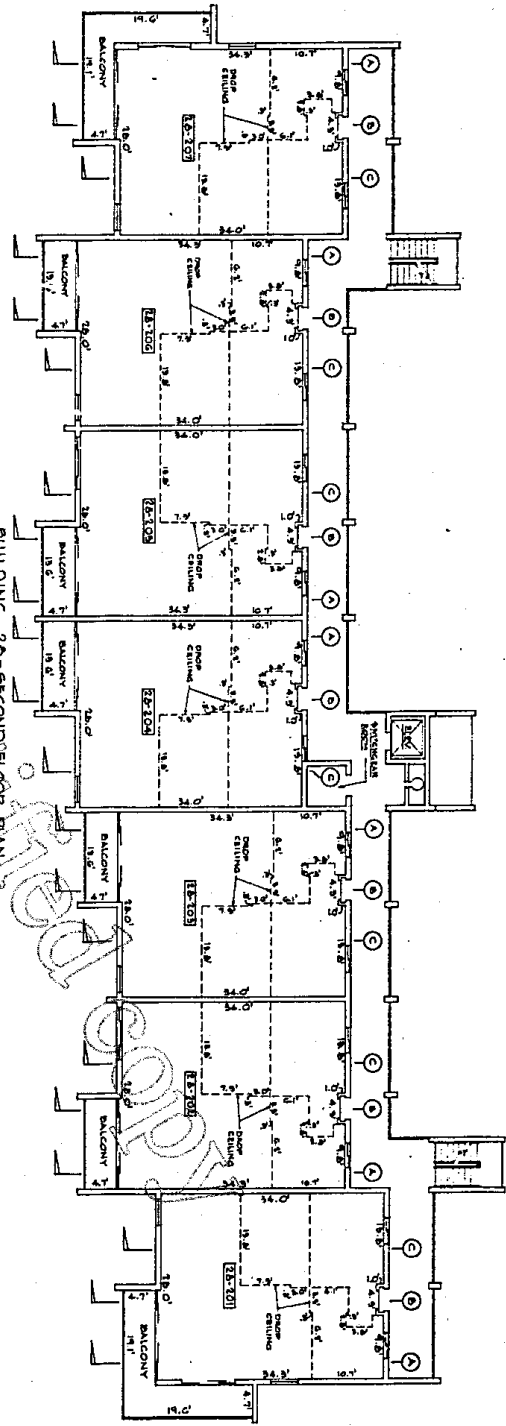
SECTION B



SECTION C

SCHEMATIC SECTIONS
 0 10 15 30 ft.

BUILDING 25 - SECOND FLOOR PLAN



PEACOCK & LEWIS, AIA
 ARCHITECTS INCORPORATED
 PALM BEACH • FLORIDA

EXHIBIT 1
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM & A

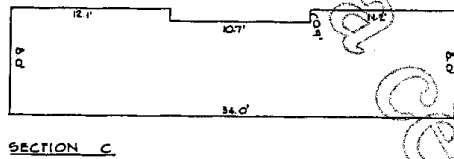
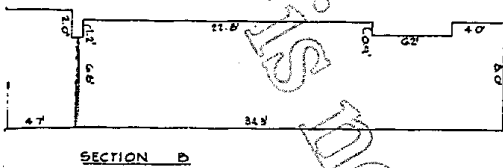
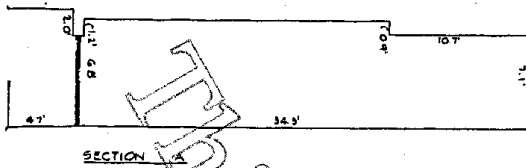
SHEET TITLE		BUILDING 25 - SECOND FL. PLAN	
REVISIONS	DATE	BY	DATE

4-1

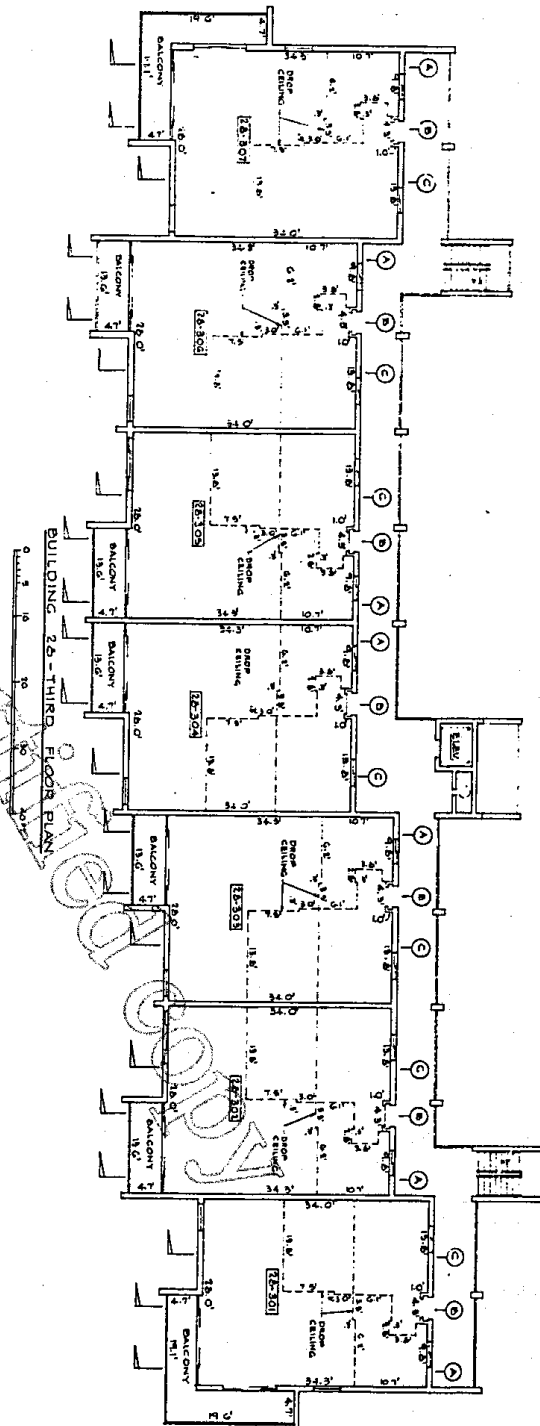
OFF. CL. RECORD 2422 PAGE 1937

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

floor to ceiling elevations



SCHEMATIC SECTIONS



PEACOCK & LEWIS, AIA
ARCHITECTS INCORPORATED
PALM BEACH FLORIDA

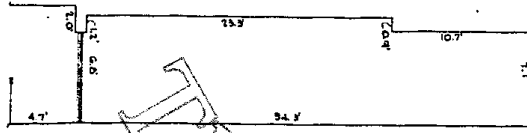
EXHIBIT 1
SURVEY, LOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM SA

SHEET TITLE: BUILDING 26 - THIRD FL. PLAN
REVISIONS: [] DATE: []

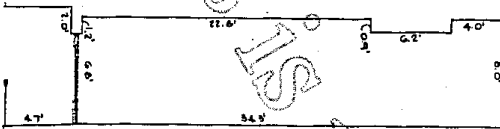
SHEET NO. 5-1

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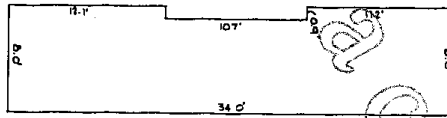
floor to ceiling elevations:



SECTION A



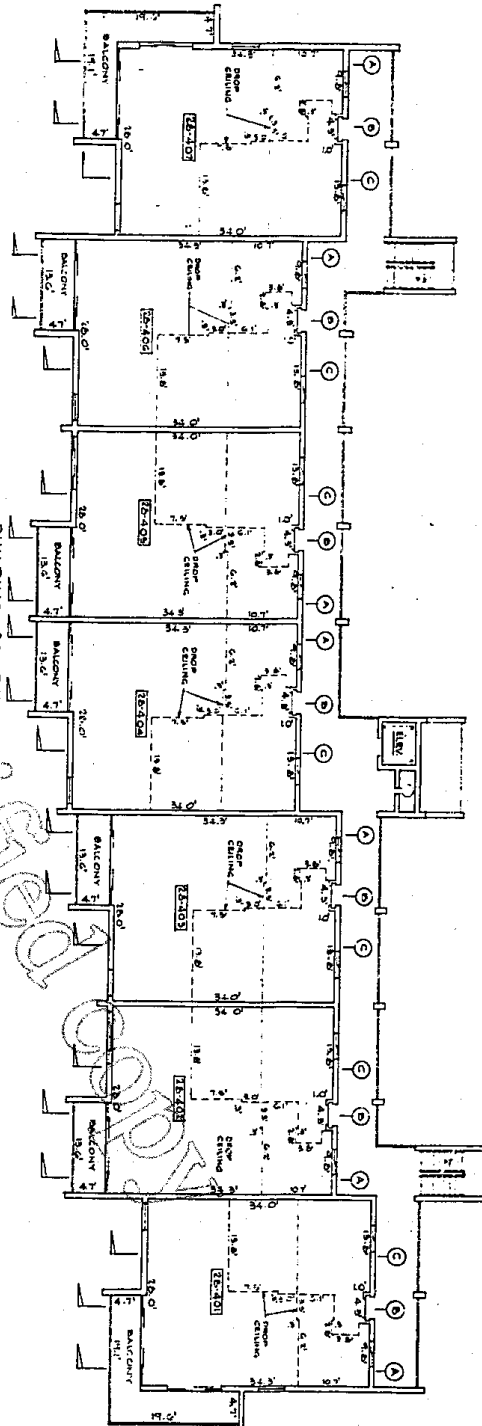
SECTION B



SECTION C

SCHEMATIC SECTIONS

BUILDING 25 - FOURTH FLOOR PLAN



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ARCHITECTS INCORPORATED
PALM BEACH • FLORIDA

EXHIBIT 1
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM SA

SHEET TITLE
BUILDING 25 - FOURTH FL. PLAN

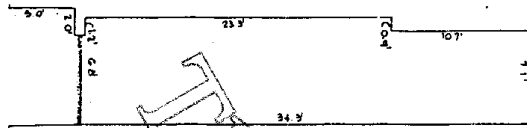
REVISIONS	DATE	BY

SHEET NO.
6-1

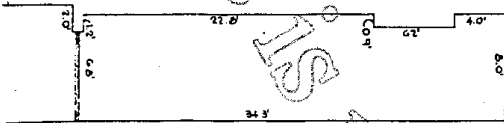
OFFICIAL RECORD 2422 PAGE 1939

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

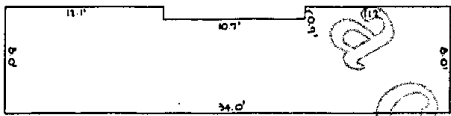
floor to ceiling elevations:



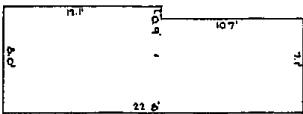
SECTION A



SECTION B



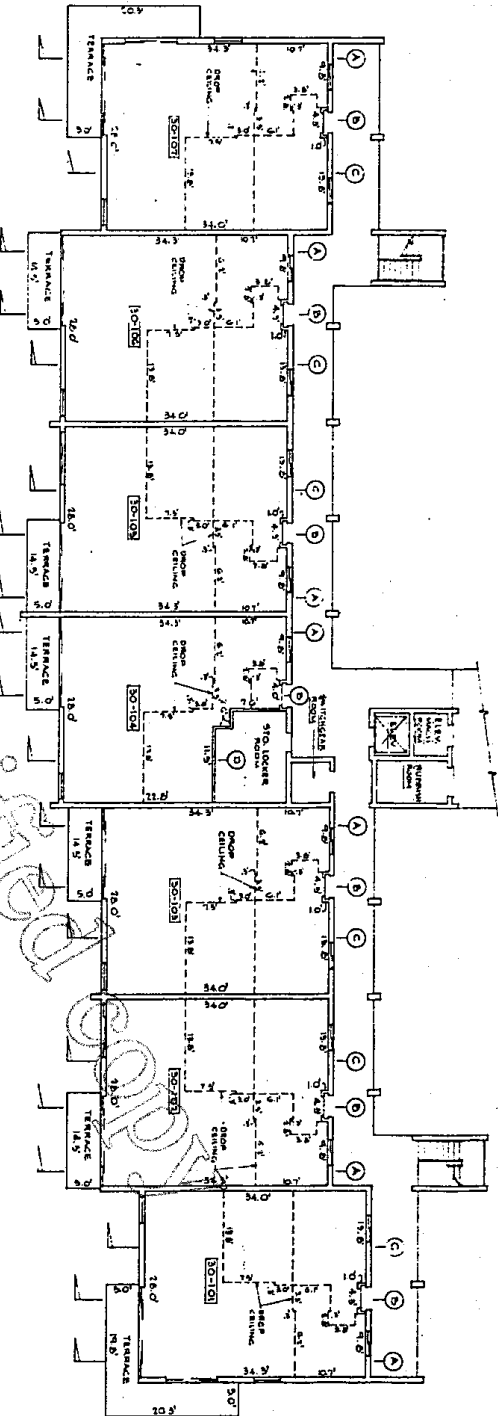
SECTION C



SECTION D

SCHEMATIC SECTIONS
 1/8" = 1'-0"
 1/4" = 2'-0"
 1/2" = 4'-0"
 3/4" = 6'-0"
 1" = 8'-0"

BUILDING 30 - FIRST FLOOR PLAN



PEACOCK & LEWIS, AIA
 ARCHITECTS INCORPORATED
 PALM BEACH FLORIDA

EXHIBIT I
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM ΔA

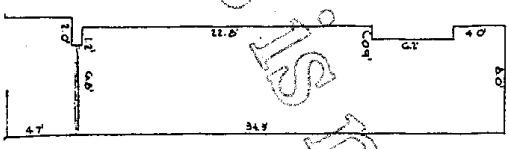
PROJECT TITLE BUILDING 30 - FIRST FL. PLAN	DATE 11/15/01
REVISIONS	SCALE AS SHOWN
APPROVED	DATE
PROJECT NO.	7-1

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

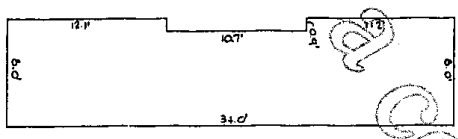
floor to ceiling elevations:



SECTION A

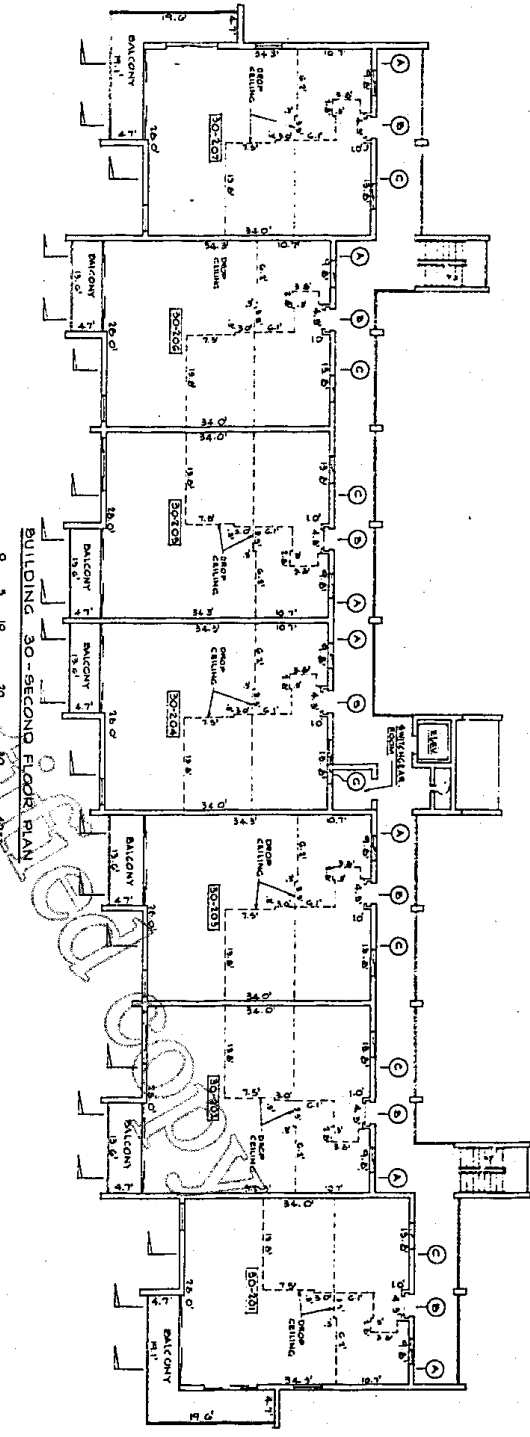


SECTION B



SECTION C

SCHEMATIC SECTIONS
0 10 20 30 FT



BUILDING 30-SECOND FLOOR PLAN



PEACOCK & LEWIS, AIA
ARCHITECTS INCORPORATED
PALM BEACH FLORIDA

EXHIBIT I
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM 6A

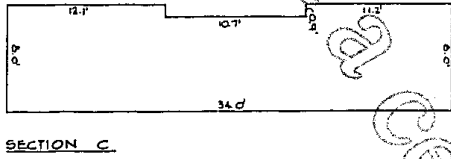
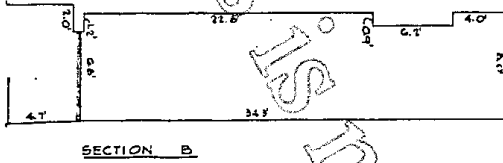
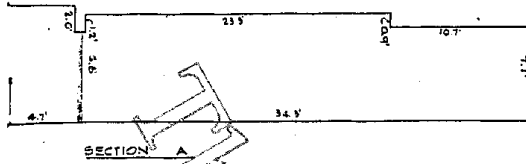
SHEET TITLE		
BUILDING 30-SECOND FL. PLAN		
REVISIONS	DATE	BY

8-1

OFFICIAL RECORD 2422 PAGE 1941

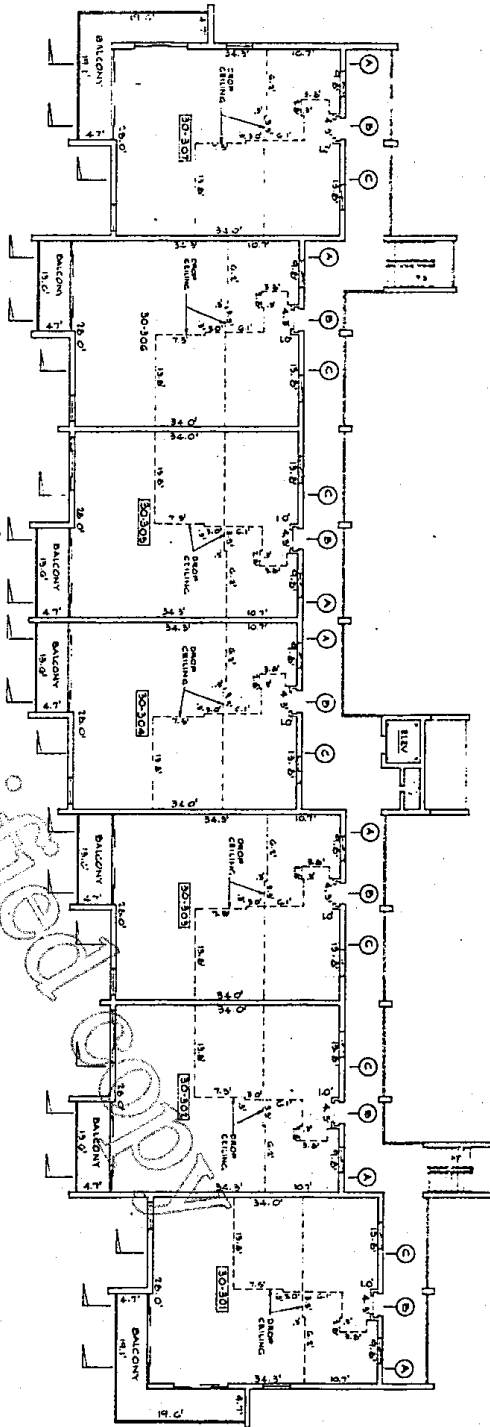
RECORDER'S MEMO Legibility of Writing, Typing, or Printing unsatisfactory in this document when received.

floor to ceiling elevations



SCHEMATIC SECTIONS

BUILDING 30-THIRD FLOOR PLAN



PEACOCK & LEWIS, AIA
 ARCHITECTS INCORPORATED
 PALM BEACH FLORIDA

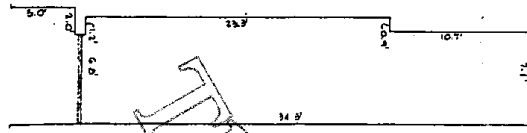
EXHIBIT 1
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM 2A

REVISIONS			DATE	BY

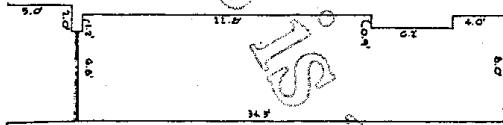
SHEET TITLE
 BUILDING 30-THIRD FL. PLAN
 SHEET NO.
 9-1

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

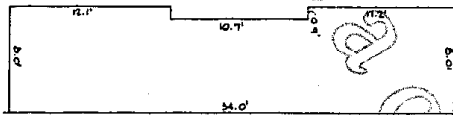
floor to ceiling elevations:



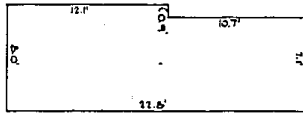
SECTION A



SECTION B



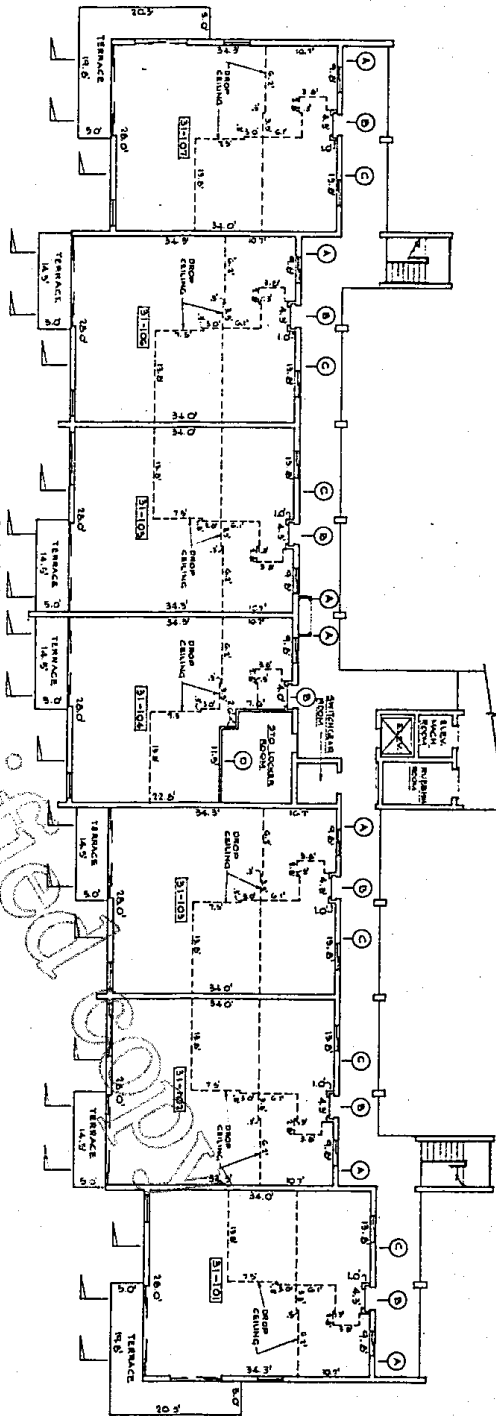
SECTION C



SECTION D

SCHEMATIC SECTIONS

BUILDING 31 - FIRST FLOOR PLAN



PEACOCK & LEWIS, AIA
ARCHITECTS INCORPORATED
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EXHIBIT 1
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM, SA

SHEET TITLE
BUILDING 31 - FIRST FL. PLAN

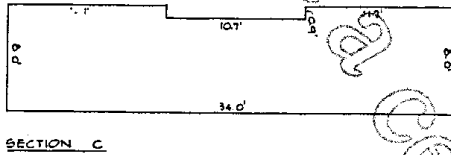
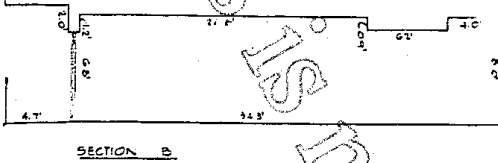
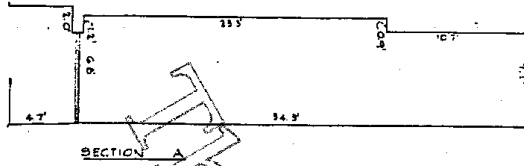
REVISIONS	DATE	BY

10-1

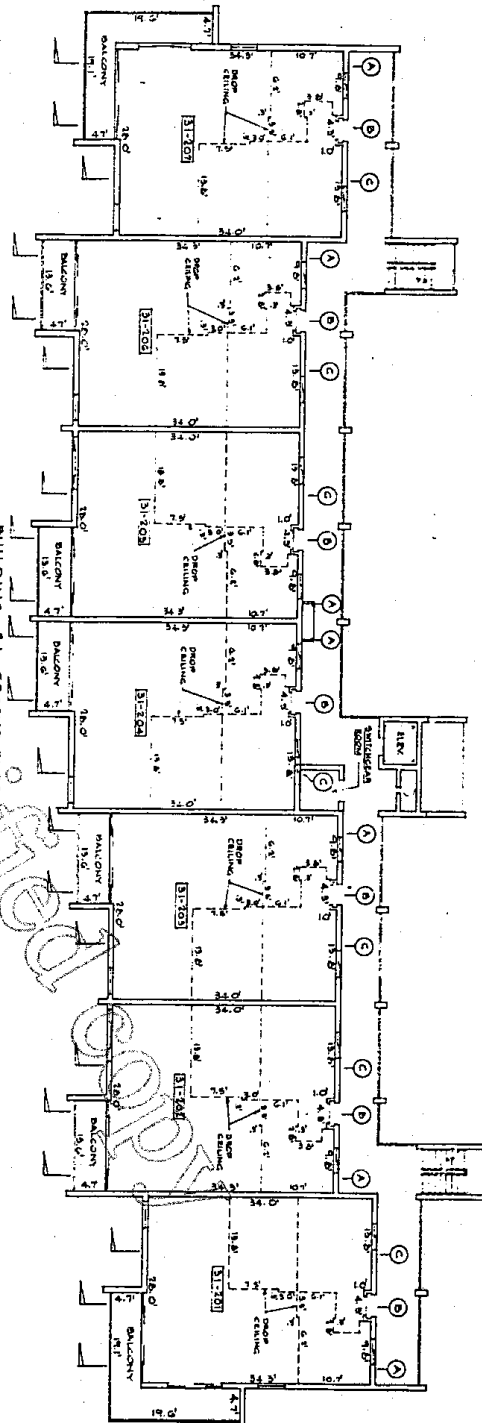
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floor to ceiling elevations



SCHEMATIC SECTIONS



BUILDING 31 - SECOND FLOOR PLAN



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ARCHITECTS INCORPORATED
 PALM BEACH FLORIDA

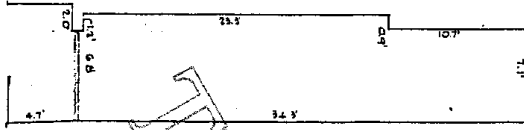
EXHIBIT 1
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM 8A

SHEET TITLE BUILDING 31 - SECOND FL. PLAN		SHEET NO. 11-1
REVISIONS	DATE	BY

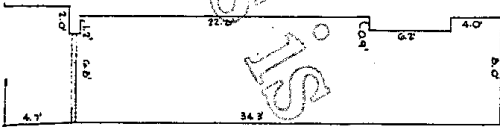
REC'D RECORDS 2422 PAGE 1944

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

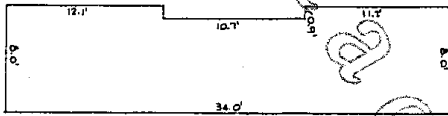
floor to ceiling elevations



SECTION A



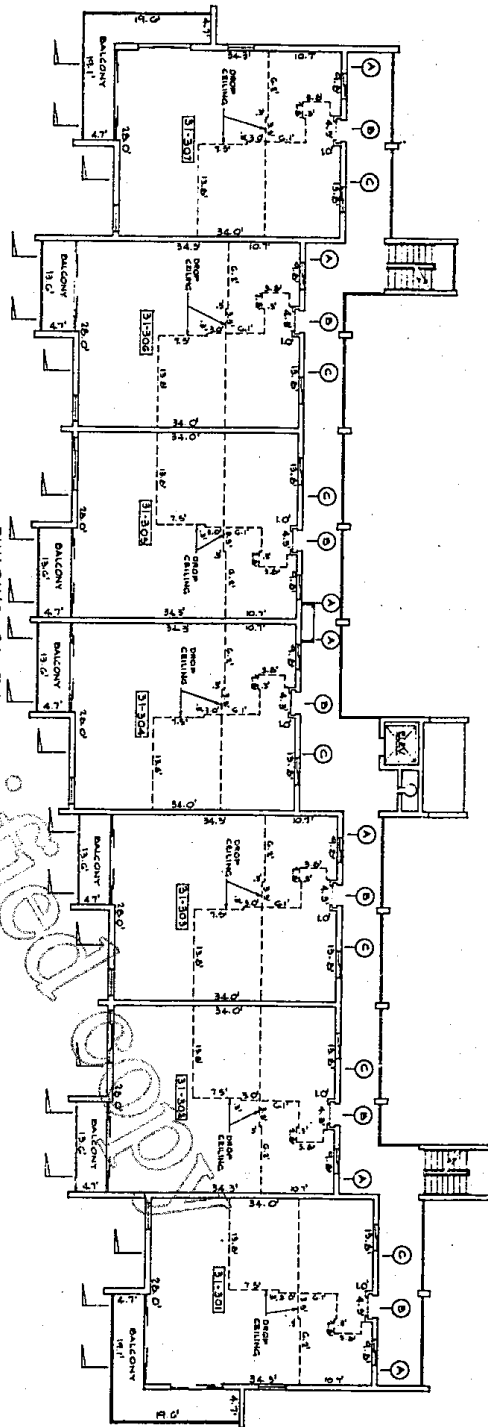
SECTION B



SECTION C

SCHEMATIC SECTIONS

BUILDING 51-THIRD FLOOR PLAN



PEACOCK & LEWIS, AIA
 ARCHITECTS INCORPORATED
 PALM BEACH FLORIDA

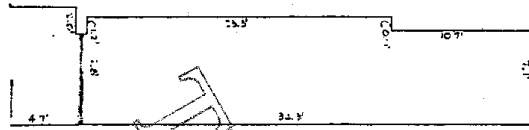
EXHIBIT 1
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM & A

REVISIONS	DATE	BY

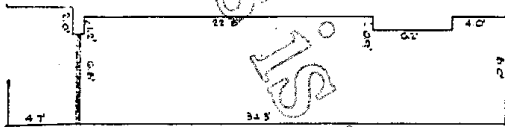
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RECORDER'S MEMO Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

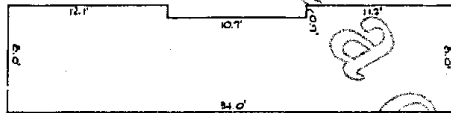
floor to ceiling elevations



SECTION A

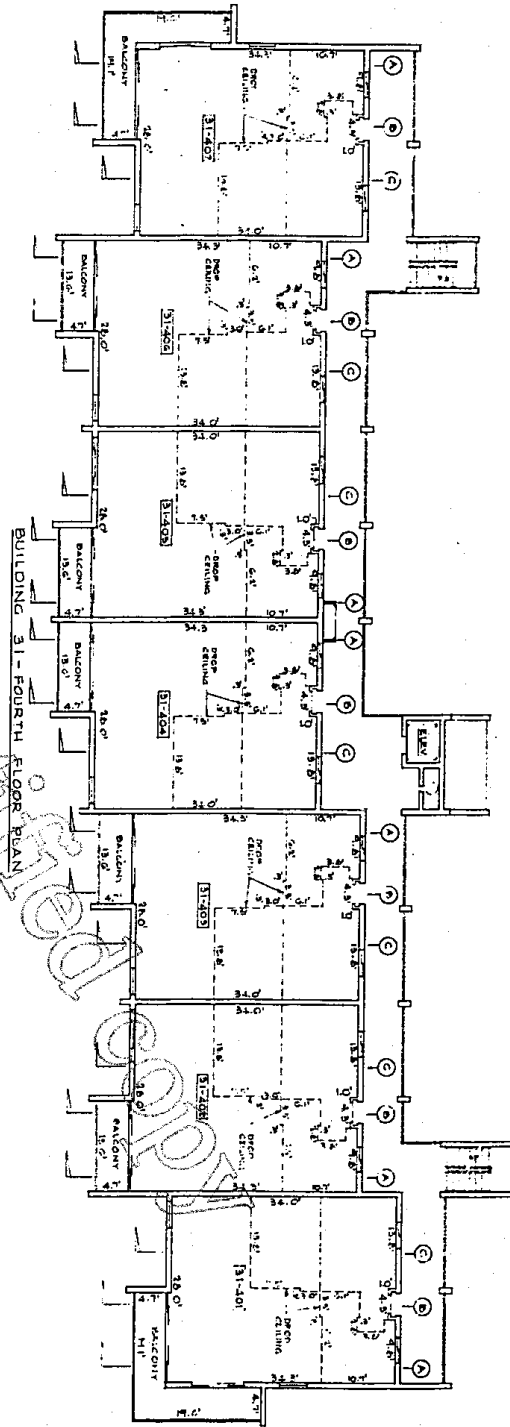


SECTION B



SECTION C

SCHEMATIC SECTIONS
 0 5 10 15 20



BUILDING 31-FOURTH FLOOR PLAN



PEACOCK & LEWIS, AIA
 ARCHITECTS INCORPORATED
 PALM BEACH FLORIDA

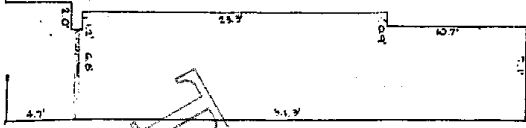
EXHIBIT I
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM 8A

REVISIONS			DATE	BY

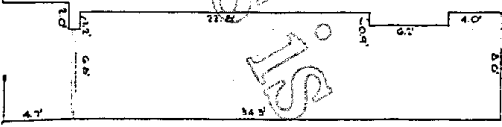
SHEET TITLE
 BUILDING 31- FOURTH FL PLAN
 13-1

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 of Writing, Typing or Printing
 unsatisfactory in this document
 when received.

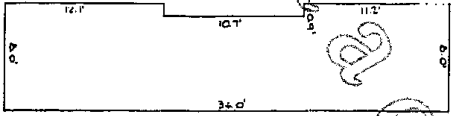
floor to ceiling elevations



SECTION A

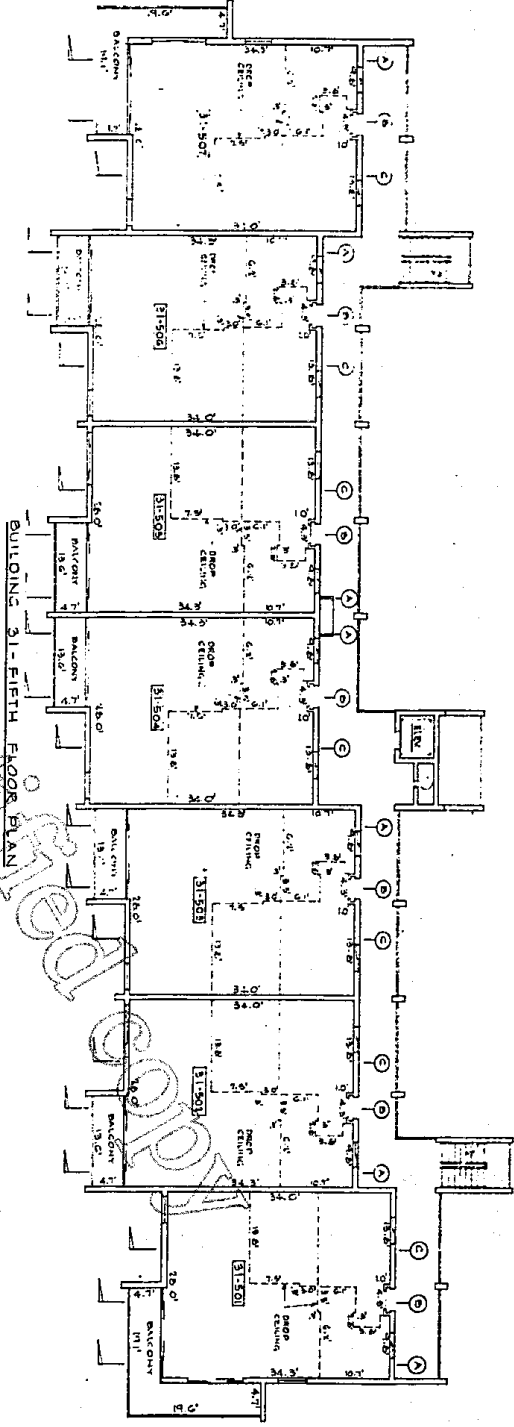


SECTION B



SECTION C

SCHEMATIC SECTIONS



BUILDING 31 - FIFTH FLOOR PLAN



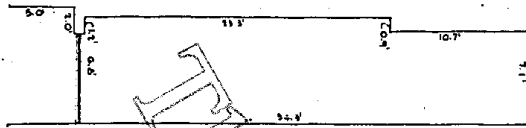
PEACOCK & LEWIS, AIA
ARCHITECTS INCORPORATED
 PALM BEACH FLORIDA

EXHIBIT I
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM SA

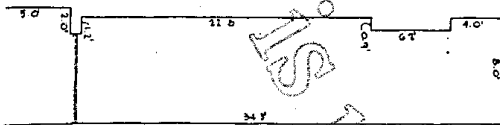
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REVISIONS	DATE	BY

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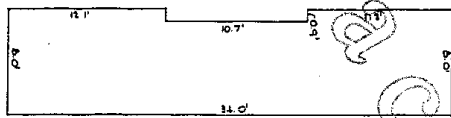
floor to ceiling elevations!



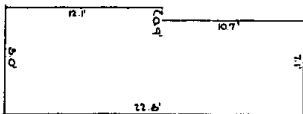
SECTION A



SECTION B



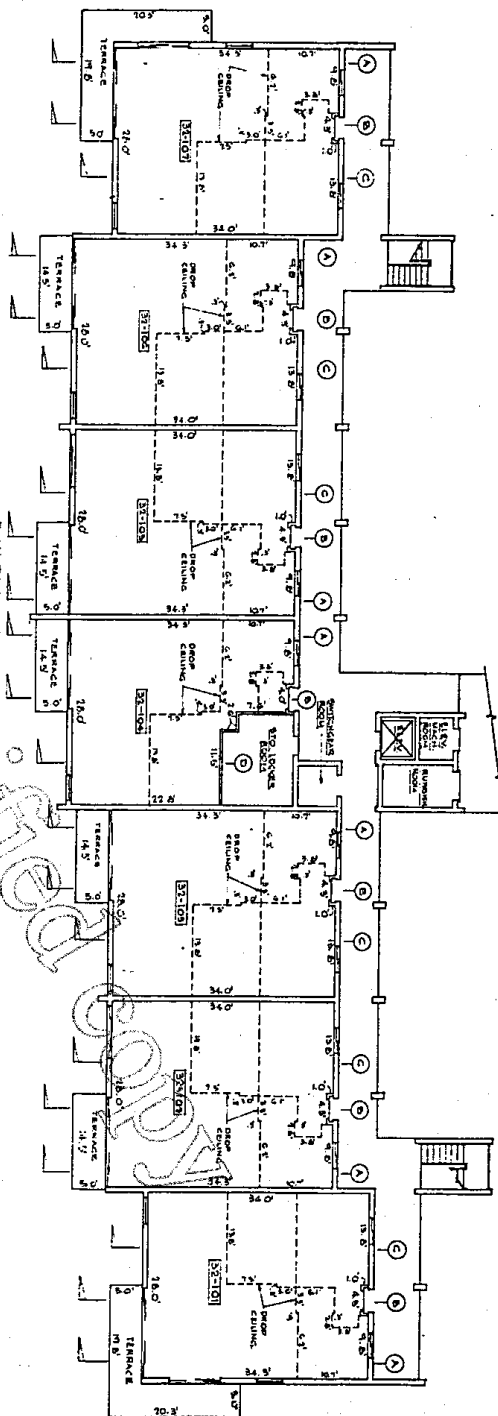
SECTION C



SECTION D

SCHMATIC SECTIONS
 0 10 20 30 ft

BUILDING 32 - FIRST FLOOR PLAN



PEACOCK & LEWIS, AIA
 ARCHITECTS INCORPORATED
 PALM BEACH FLORIDA

EXHIBIT 1
 SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
 FOR
 LANDS OF THE PRESIDENT CONDOMINIUM SA

SHEET TITLE
 BUILDING 32 - FIRST FL. PLAN

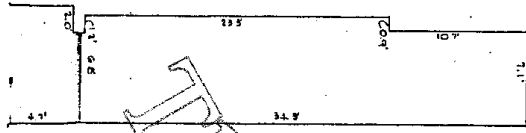
PREPARED BY	DATE
CHECKED BY	DATE

15-1

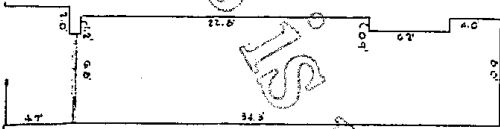
OFFICIAL RECORD 2422 PAGE 1948

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

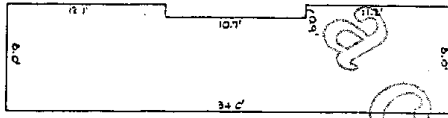
floor to ceiling elevations



SECTION A



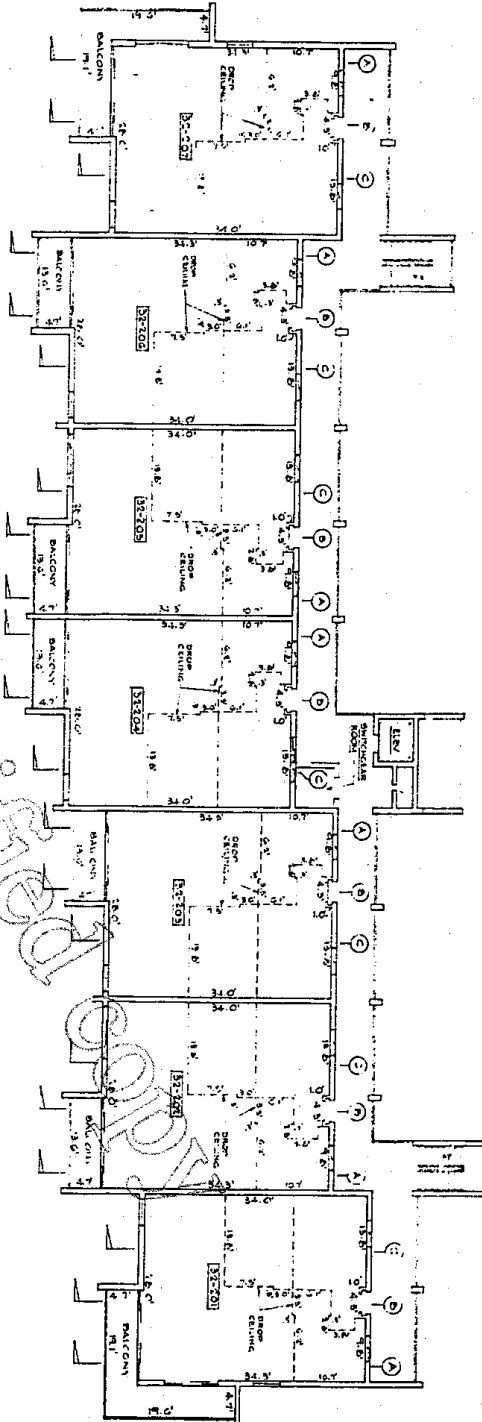
SECTION B



SECTION C

SCHEMATIC SECTIONS
SCALE 1/8" = 1'-0"

BUILDING 32- SECOND FLOOR PLAN



PEACOCK & LEWIS, AIA
ARCHITECTS INCORPORATED
PALM BEACH • FLORIDA

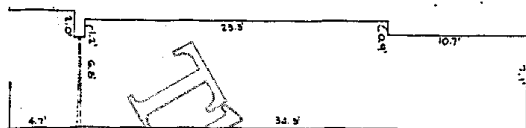
EXHIBIT 1
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM SA

SHEET TITLE BUILDING 32- SECOND FL PLAN		
REVISIONS	DRAWN	DATE

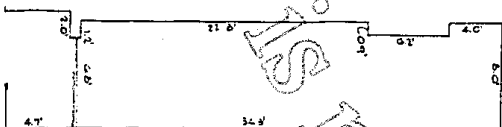
SHEET NO.
15-1

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

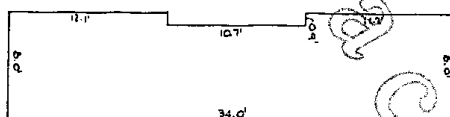
floor to ceiling elevations



SECTION A



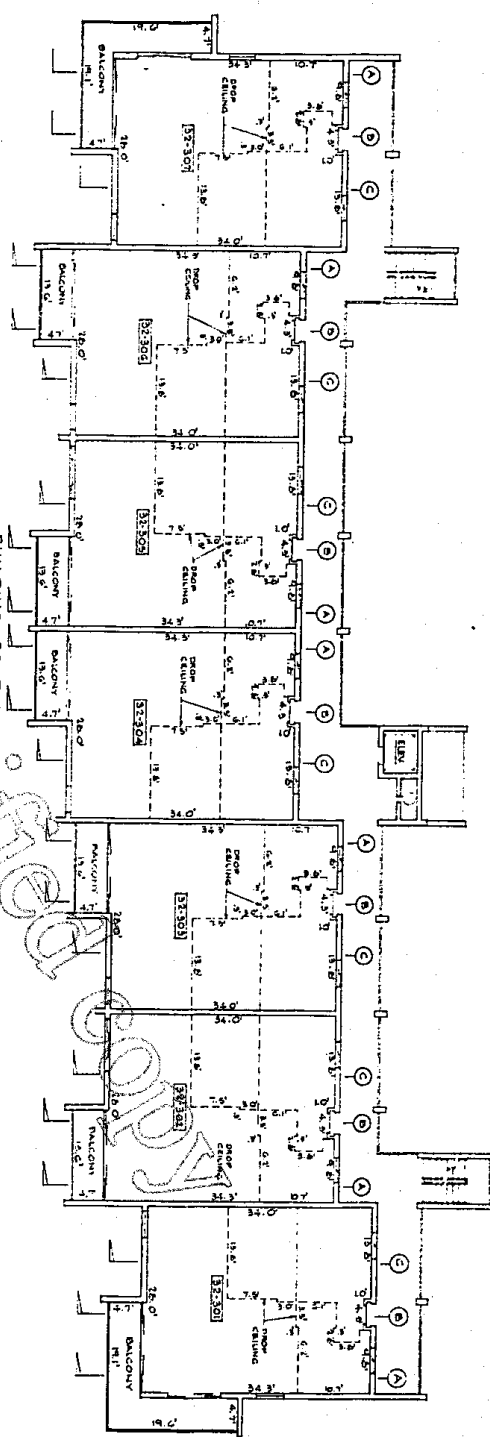
SECTION B



SECTION C

SCHEMATIC SECTIONS
0 10 20 FT.

BUILDING 32 - THIRD FLOOR PLAN



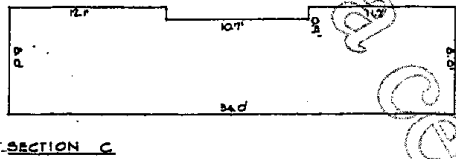
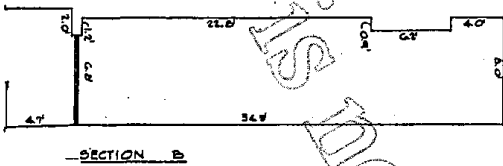
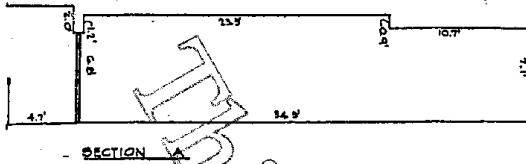
PEACOCK & LEWIS, AIA
ARCHITECTS INCORPORATED
PALM BEACH FLORIDA

EXHIBIT I
SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM 5A

SHEET TITLE BUILDING 32 - THIRD FL. PLAN		SHEET NO. 17-1
REVISIONS	DATE	

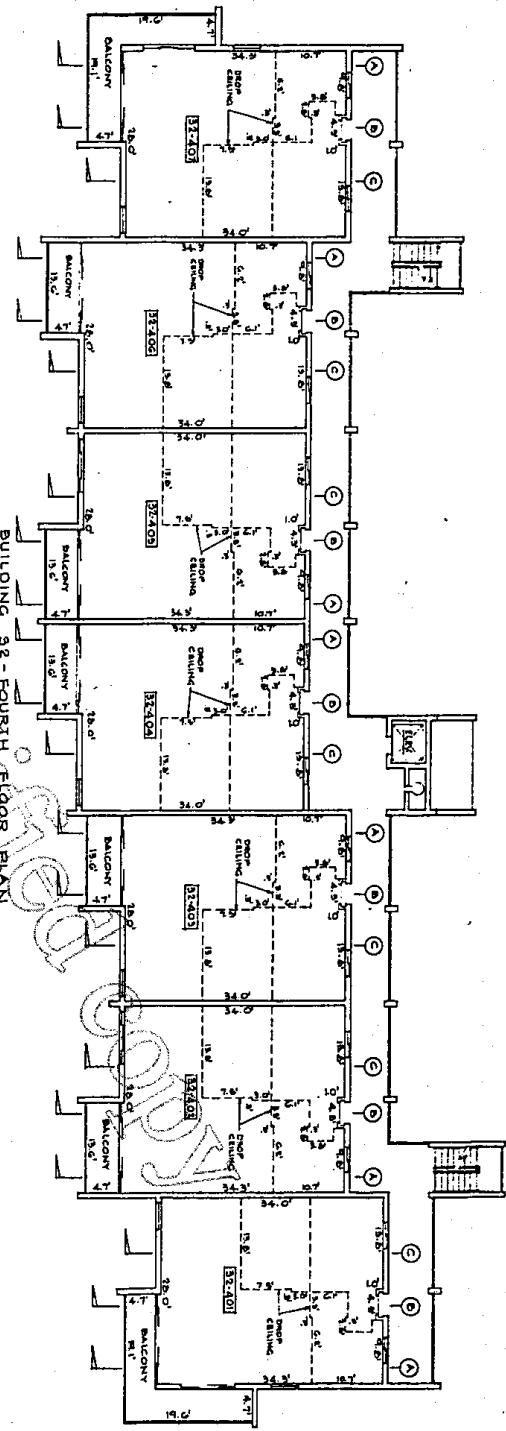
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

floor to ceiling elevations



SCHEMATIC SECTIONS
0 5 10 15 20 25 30 FT

BUILDING 32 - FOURTH FLOOR PLAN



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EXHIBIT 1
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS
FOR
LANDS OF THE PRESIDENT CONDOMINIUM 5A

SHADE WITH
BUILDING 32 FOURTH FL PLAN

15-1

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

SCHEDULE A

EXHIBIT #2

TO THE DECLARATION OF CONDOMINIUM OF:
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>	<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>	<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>
28-101	.8929	30-204	.8929	31-501	.8929
28-102	.8929	30-205	.8929	31-502	.8929
28-103	.8929	30-206	.8929	31-503	.8929
28-104	.8917	30-207	.8929	31-504	.8929
28-105	.8929	30-301	.8929	31-505	.8929
28-106	.8929	30-302	.8929	31-506	.8929
28-107	.8929	30-303	.8929	31-507	.8929
28-201	.8929	30-304	.8929		
28-202	.8929	30-305	.8929		
28-203	.8929	30-306	.8929	32-101	.8929
28-204	.8929	30-307	.8929	32-102	.8929
28-205	.8929			32-103	.8929
28-206	.8929	31-101	.8929	32-104	.8917
28-207	.8929	31-102	.8929	32-105	.8929
28-301	.8929	31-103	.8929	32-106	.8929
28-302	.8929	31-104	.8917	32-107	.8929
28-303	.8929	31-105	.8929	32-201	.8929
28-304	.8929	31-106	.8929	32-202	.8929
28-305	.8929	31-107	.8929	32-203	.8929
28-306	.8929	31-201	.8929	32-204	.8929
28-307	.8929	31-202	.8929	32-205	.8929
28-401	.8929	31-203	.8929	32-206	.8929
28-402	.8929	31-204	.8929	32-207	.8929
28-403	.8929	31-205	.8929	32-301	.8929
28-404	.8929	31-206	.8929	32-302	.8929
28-405	.8929	31-207	.8929	32-303	.8929
28-406	.8929	31-301	.8929	32-304	.8929
28-407	.8929	31-302	.8929	32-305	.8929
		31-303	.8929	32-306	.8929
		31-304	.8929	32-307	.8929
30-101	.8929	31-305	.8929	32-401	.8929
30-102	.8929	31-306	.8929	32-402	.8929
30-103	.8929	31-307	.8929	32-403	.8929
30-104	.8917	31-401	.8929	32-404	.8929
30-105	.8929	31-402	.8929	32-405	.8929
30-106	.8929	31-403	.8929	32-406	.8929
30-107	.8929	31-404	.8929	32-407	.8929
30-201	.8929	31-405	.8929		
30-202	.8929	31-406	.8929		
30-203	.8929	31-407	.8929		
					100.0000%

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

These percentages are set forth opposite and to the right of the number of the Unit to which they appertain.

SCHEDULE B

EXHIBIT #2

TO THE DECLARATION OF CONDOMINIUM OF:
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

<u>UNIT NUMBER</u>	<u>SCHEDULE B</u>	<u>UNIT NUMBER</u>	<u>SCHEDULE B</u>	<u>UNIT NUMBER</u>	<u>SCHEDULE B</u>
28-101	.8929	30-204	.8929	31-501	.8929
28-102	.8929	30-205	.8929	31-502	.8929
28-103	.8929	30-206	.8929	31-503	.8929
28-104	.8917	30-207	.8929	31-504	.8929
28-105	.8929	30-301	.8929	31-505	.8929
28-106	.8929	30-302	.8929	31-506	.8929
28-107	.8929	30-303	.8929	31-507	.8929
28-201	.8929	30-304	.8929		
28-202	.8929	30-305	.8929	32-101	.8929
28-203	.8929	30-306	.8929	32-102	.8929
28-204	.8929	30-307	.8929	32-103	.8929
28-205	.8929			32-104	.8917
28-206	.8929	31-101	.8929	32-105	.8929
28-207	.8929	31-102	.8929	32-106	.8929
28-301	.8929	31-103	.8929	32-107	.8929
28-302	.8929	31-104	.8917	32-201	.8929
28-303	.8929	31-105	.8929	32-202	.8929
28-304	.8929	31-106	.8929	32-203	.8929
28-305	.8929	31-107	.8929	32-204	.8929
28-306	.8929	31-201	.8929	32-205	.8929
28-307	.8929	31-202	.8929	32-206	.8929
28-401	.8929	31-203	.8929	32-207	.8929
28-402	.8929	31-204	.8929	32-301	.8929
28-403	.8929	31-205	.8929	32-302	.8929
28-404	.8929	31-206	.8929	32-303	.8929
28-405	.8929	31-207	.8929	32-304	.8929
28-406	.8929	31-301	.8929	32-305	.8929
28-407	.8929	31-302	.8929	32-306	.8929
		31-303	.8929	32-307	.8929
		31-304	.8929	32-401	.8929
30-101	.8929	31-305	.8929	32-402	.8929
30-102	.8929	31-306	.8929	32-403	.8929
30-103	.8929	31-307	.8929	32-404	.8929
30-104	.8917	31-401	.8929	32-405	.8929
30-105	.8929	31-402	.8929	32-406	.8929
30-106	.8929	31-403	.8929	32-407	.8929
30-107	.8929	31-404	.8929		
30-201	.8929	31-405	.8929		100.0000%
30-202	.8929	31-406	.8929		
30-203	.8929	31-407	.8929		

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

These percentages are set forth opposite and to the right of the number of the Unit to which they appertain.

EXHIBIT #4 TO THE DECLARATION OF CONDOMINIUM OF:
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

This Exhibit consists of 2 pages. Page 2 is a Survey, Plot Plan and Graphic Description of that portion of the Condominium property referred to in Article IV and described in Article XXV in the Declaration of Condominium and designated "Recreational Land". Page 1 consists of an identification statement and engineer's notes pertinent to the Exhibit and the Certificate.

ARCHITECT'S CERTIFICATE


STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared R. Carroll Peacock, who being first duly cautioned and sworn, deposes and says:


1. That he is a duly registered and licensed architect under the laws of the State of Florida, a member of A.I.A., registration number 2744 and is authorized to practice in this State.

2. Affiant hereby certifies that the construction of the improvements described in the Survey, Plot Plan and Graphic Description of Improvements of the Recreational Land and the improvements thereon are sufficiently complete so that such material, together with the wording of the Declaration of Condominium of The Lands of the President Condominium Eight-A is a correct representation of the improvements described and that it can be determined therefrom the identification, location, dimensions and size of the common elements therein.

FURTHER AFFIANT SAYETH NAUGHT


R. Carroll Peacock
Architect, A.I.A.

SWORN TO AND SUBSCRIBED before me
this 30th day of May, 1975.


Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 7, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

A. All land, buildings and other improvements contained upon the Recreational Land referred to herein are parts of the common elements to the extent of the Condominium's interest in said Recreational Land and improvements.

B. The property description contained herein is the legal description of the Recreational Land referred to in Article IV of the Declaration of Condominium. This description also appears in Article XXV of the Declaration.

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Exhibit #4, Page 1

