

DECLARATION FOR THE CREATION OF A CONDOMINIUM
PURSUANT TO THE CONDOMINIUM ACT, CHAPTER 718
FLORIDA STATUTES 1976,
AS PRESENTLY AMENDED

DECLARATION OF CONDOMINIUM
OF
BOCA TEECA CONDOMINIUM NO. 9

I
SUBMISSION STATEMENT

The undersigned, being the holder of record title to the real property situate, lying and being in Palm Beach County, Florida, the legal description of which is attached hereto, and made a part hereof, and labeled EXHIBIT "A", hereby states and declares that the land described on EXHIBIT "A" is submitted to condominium ownership, pursuant to Chapter 718, Florida Statutes 1976, as presently amended, the Condominium Act (hereinafter referred to as the "Condominium Act"), and does herewith file for record this Declaration.

Definitions of terms used herein are as follows:

1. Condominium Act means Chapter 718, Florida Statutes 1976, as presently amended.
2. Declaration means the Declaration for the creation of this Condominium, pursuant to said Condominium Act.
3. In order to provide for the efficient and effective administration of the Condominium by the owners of units, a non-profit corporation known and designated BOCA-TEECA CONDOMINIUM NO. 9, INC., (hereinafter referred to as the "Association" or "Corporation") has been organized under the laws of the State of Florida. The Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and the Articles of Incorporation of the Association, its By-Laws and the Rules and Regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as EXHIBITS "B" and "C", respectively.
4. Unit means those parcels of the condominium property designated on the Exhibits attached to this Declaration which are subject to private ownership.
5. Common Elements means the land described in the Declaration and the portions of the Condominium property not included in the units, and shall in-

Prepared by: *Phyllis Thompson*
LAW OFFICES, MEYER, WEISS, ROSE, ARKIN, SHEPPARD & SHOCKETT, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139

RETURN TO: *McCall*
COUNTY CLERK, PALM BEACH COUNTY, FLORIDA
P.O. BOX 1000
DELRAY BEACH, FLA. 33444

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clude the personal property required for the maintenance and operation of the Condominium, even though owned by the Association. Common Elements shall also include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and common elements, and easements of support in every portion of a unit which contributes to the support of the improvements.

6. Condominium Parcel means a unit, together with the undivided share in the common elements, which is appurtenant to the unit.

7. Unit owner means the owner of a condominium parcel.

8. Common Expenses means expenses for which the unit owners are liable to the Corporation.

9. Assessments means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owners by the Board of Directors.

10. Condominium Property means and includes the land described in the Declaration, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

11. Institutional Mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as an institutional type lender. The mortgage may be placed through a mortgage or title company. The Developer shall determine in its sole discretion, in case of question, who is an institutional mortgagee by virtue of being generally recognized in the community as an institutional type lender.

12. Developer means BOCA TEECA CORP., a Florida corporation, its successors and assigns.

13. Common Surplus means the excess of all receipts of the Association from the Condominium, including but not limited to, assessments, profits and revenues on account of the common elements, over and above the amount of common expenses of the Condominium.

14. Condominium Documents means the Declaration, By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

15. Pool Recreation Area means those lands and facilities which will be owned by the unit owners as part of the common elements of BOCA TEECA

CONDOMINIUM NO. 9.

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16. Country Club Membership means and refers to the unit owners' social membership in Boca Teeca Country Club pursuant to that certain Social Membership Agreement attached to this Declaration and made a part hereof as EXHIBIT "E" which provides for the mandatory membership of unit owners in the Boca Teeca Country Club.

17. Limited Common Elements, as such term is used in the Condominium Documents, means and includes those portions of the Common Elements which are reserved for the use of a certain unit to the exclusion of other units.

II

NAME

The name by which this Condominium is to be identified is BOCA TEECA CONDOMINIUM NO 9.

III

IDENTIFICATION OF UNITS: SURVEY: SHARES IN COMMON ELEMENTS:
PROPORTIONS OF COMMON EXPENSES

1. The improvements on the land described will consist of three buildings, each containing 39 residential units, for a total of 117 residential units. The unit numbers are shown on the attached EXHIBIT "F".

The improvements will be constructed substantially in accordance with the plans for the Condominium prepared by McCall & Lynch, Architects.

2. The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective "condominium unit," nor shall the owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective "condominium unit", which are utilized for or serve more than one "condominium unit", which items are by these presents hereby made a part of the "common elements." Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective "condominium unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc. The balconies which are accessible from the individual apartments shall be owned in their entirety by the respective unit owner.

Each apartment shall include that part of the building containing the unit which lies within the boundary of the unit, which boundaries are:

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- (a) Upper and Lower Boundaries: The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

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

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

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

3. If any portion of a condominium unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the "Common Elements" or "Condominium Units," as aforescribed due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereto shall exist.

4. In connection with the floor plans and Plot Plan, identified as EXHIBIT "B", the legend and notes thereon contained are incorporated herein, and made a part hereof by reference, and the said plans have been certified in the manner required by the Condominium Act.

5. (a) Each of the unit owners of the Condominium shall own an undivided interest in the common elements, and the undivided interest, stated as percentages of such ownership in the said common elements and limited common elements, is set forth on EXHIBIT "F", which is annexed to this Declaration and made a part hereof.

The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the Common Elements appurtenant to each unit shall be null and void. The term "Common Elements," when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

(b) The common expenses of the Condominium, shall be shared by the unit owners as specified and set forth in EXHIBIT "F". The foregoing ratio of

sharing common expenses and assessments shall remain regardless of the purchase price of the Condominium Parcels, their locations, or the building square footage included in each Condominium Unit.

Any common surplus of the Corporation shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements; any common surplus being the excess of but not limited to, assessments, rents, profits and revenues on account of the common elements of this condominium over the amount of the common expenses of this Condominium.

(c) The parking spaces shown on the Plot Plan and Survey are a part of the common elements. In accordance with the numbering of the spaces as shown on EXHIBIT "B", one parking space has been assigned to each unit owner, which space shall be an appurtenance to his unit and which may not be separated from ownership of the unit. The maintenance of the outside doors of all units shall be a part of the common expenses of the Condominium property. Replacement and maintenance of any broken windows or broken sliding glass doors, shall be the responsibility of the individual unit owner, and shall not be a common expense of the Condominium.

(d) It is the intention of the Developer that all of the unit owners in the Condominiums shall have the right to enjoy the use of all of the common elements which are located on the surface of the ground (with the exception of those portions of the common elements which are designated as "limited common elements") for the purpose of ingress and egress to their individual Condominium units and to the Pool Recreation Area and for their general use and enjoyment. The Developer, therefore, gives and grants an easement to all Condominium unit owners over the surface portion of the common elements of this Condominium (with the exception of those areas designated as limited common elements) for ingress and egress to their respective Condominium units and to the Pool Recreation Area and for their general use and enjoyment.

(e) The Developer, by the signing of this Declaration of Condominium, hereby grants a non-exclusive easement over such streets, walks, parking areas, and other parts of the Condominium property as are designed to be used for rights-of-way serving the units of the Condominium and as are necessary to provide reasonable access to the public ways and

to the units and to the Pool Recreation facilities to the unit owners, their guests and invitees and to Governmental Agencies and representatives of public utility companies to provide Governmental and utility services and to repair, replace and maintain the Improvements which include the units and the common elements of the Condominium.

IV

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Membership in the Association shall be restricted to record owners of condominium units in BOCA TEECA CONDOMINIUM NO. 9.

Subject to the provisions and restrictions set forth in the By-Laws of the Corporation responsible for the operation of this Condominium, each unit owner is entitled to one vote for each unit owned by him.

There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. Such person shall be known as the "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a corporate unit owner, an officer or employee thereof shall be designated the Voting Member. The designation of Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

V

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of the Condominium, called in accordance with the By-Laws, by the affirmative vote of three-fourths (3/4ths) of the unit owners present at such meeting. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording data identifying this Declaration, and said Certificate shall be signed and acknowledged by the officers of the Corporation responsible for the operation of the Condominium. This Certificate shall become effective upon its being recorded in the Public Records of Palm Beach County, Florida.

No amendment shall change the configuration or size of any condominium unit in any material fashion, nor its undivided share of the Common Elements,

nor a Condominium unit's proportionate share of common expenses or common surplus, nor the voting rights pertinent to any unit, nor materially alter or modify the appurtenances of such unit, unless the record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

No Amendment shall change the rights and privileges of this Declaration with respect to mortgagees without the written approval of all institutional mortgagees of record.

VI

BY-LAWS

The operation of the Condominium property shall be governed by By-Laws which are set forth in a document entitled "BY-LAWS OF BOCA TEECA CONDOMINIUM NO. 9, INC. and which is annexed to this Declaration, and incorporated herein by reference as EXHIBIT "D". No modification or other amendment to the By-Laws shall be valid, unless set forth in, or annexed to, a duly recorded amendment to this Declaration. The Articles of Incorporation of BOCA TEECA CONDOMINIUM NO. 9, INC. are attached hereto as EXHIBIT "C".

VII

MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

1. Maintenance:

The Association, through its Board of Directors, shall have the power to make and collect assessments, lease, maintain, repair and replace the Common Elements. The Board of Directors of the Association may enter into a contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of Condominium property or properties and other type properties, and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The contractor or manager may be authorized to collect assessments as provided by this Declaration, By-Laws and Exhibits to this Declaration.

2. Assessments:

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and such other assessments as are specifically provided for in this Declaration and Exhibits attached hereto. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits attached hereto.

3. Liens:

The Association shall have a lien on each Condominium parcel for any unpaid assessments, and interest thereon, against the unit owner of each Condominium parcel, which lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The lien of the Association shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or enforcement of such lien. Nothing herein shall deprive a first mortgagee of its prior lien.

Where the mortgagee of an institutional first mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the institutional first mortgage, or when an institutional first mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of such mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including the acquirer, its successors and assigns.

Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage of record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including,

without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements and Pool Recreation land and facilities until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through the Board of Directors, may assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any unit owner, or group of unit owners, or to any third party.

4. Mortgages and other Alienation of Units:

(a) No unit owner may mortgage his unit or any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer or Association from accepting a purchase money mortgage as a part of the purchase price of a Condominium unit, nor prevent a unit owner from accepting a purchase money mortgage from an approved purchaser.

(b) No judicial sale of a unit nor any interest therein shall be valid unless:

(i) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or

(ii) The sale is a result of a public sale with open bidding.

(c) The foregoing provisions of this Article VII shall not apply to transfers by a unit owner to any member of his immediate family (viz., spouse, children or parents).

The phrase "Sell, rent or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

(d) The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest, as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and all Exhibits attached hereto, including

the By-Laws and Articles of Incorporation of the Association, the Country Club Social Membership Agreement and the provisions of the Condominium Act.

(e) Special Provisions re: Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer

(i) An institutional first mortgagee holding a mortgage on a Condominium unit, upon becoming the owner of a Condominium unit through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an institutional first mortgage or the lien for common expenses, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors.

(ii) The provisions of this Article VII, Section 4, 5 and 6, shall be inapplicable to the Developer, and any other person who, together with the Developer, owns a Condominium unit. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by them.

5. Offer to Sell or Lease:

Should the unit owner wish to sell, lease or rent his condominium unit (which means the unit, together with the undivided share in the common elements, and the right to use limited common elements, if applicable, and the assigned right to a parking space and storage space which are appurtenant thereto) he shall, before making or accepting any offer to sell, purchase, lease or rent his Condominium unit, deliver to the Board of Directors, at the office of the Association, a written notice of his intent to sell, lease or rent, which notice shall contain the terms of the offer he has received, which he wishes to accept, or the terms of the offer he is prepared to make, and the name and address of the prospective purchaser or tenant. The Board of Directors, within ten (10) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Association, one or more persons then condominium unit owners, or any other person or persons satisfactory to the Board of Directors who is willing to purchase, will lease or rent upon the same terms as those specified in the unit owner's notice.

Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. The stated designee of the Board of Directors shall have fifteen (15) days to close from the date of the notice designating such person sent by the Board of Directors upon the same terms specified in the unit owner's notice. Failure of the Board of Directors to designate such person or persons within said ten-day period, or failure of such person or persons to close within said second fifteen-day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and may sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his original notice was given.

In the case of a sale of the Condominium unit, the Board of Directors shall give to the Condominium unit owner an instrument in recordable form showing the consent of the Board of Directors of the Association to the transfer of ownership in the unit. The unit owner shall have no right to sell, lease, or rent his interest, or any part thereof, except as expressly provided for herein. The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof, except that the Association shall approve of the prospective tenant. No individual rooms may be rented and no transient tenants may be accommodated. The liability of the unit owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association, and the provisions of the Condominium Act.

Any attempt to sell or rent a Condominium unit, without compliance with the provisions of this Article shall be deemed a breach of this Declaration, and shall wholly be null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

6. Mortgaged Units:

Should any Condominium unit or parcel at any time become subject to an institutional mortgage given as security, the holder thereof, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit or parcel, including

the fee ownership thereof, without offer to the Board of Directors, notwithstanding the provisions of Paragraph 5. above, provided, however, that in all other respects, 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 or other appurtenances of said unit.

All provisions of a real property mortgage in favor of an institutional mortgagee shall take precedence over the provisions of this Declaration, particularly in terms of right to receive insurance proceeds and right to approve of companies on which insurance is written, as well as the Condominium Act requirements concerning the non-effect of prior assessments in the event of foreclosure by said institutional mortgagee.

7. Developer's Units and Privileges:

The provisions of Paragraphs 4. and 5. of this Article shall not be applicable to the Developer, its successors or assigns, who is irrevocably empowered to sell, lease, rent or mortgage Condominium units to any purchaser, tenant or mortgagee approved by it. The said Developer shall have the right to transact on the Condominium common elements any business necessary to consummate sales of units, including but not limited to, the right to maintain models, have signs, employees in the offices, use the common elements, to show condominium units, and to keep a full time sales staff. The Developer shall also have the right to use portions of the Condominium property for parking for prospective purchasers and such other parties as Developer determines. Sales office, equipment, signs and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer. If the Developer retains any parcels, it may rent them on any basis notwithstanding anything to the contrary which may be contained in this Declaration of Condominium.

The Developer guarantees that the assessments for common expenses shall not increase over the amount set forth in the first Budget prepared by the Developer and furnished to prospective purchasers for a period of one (1) year after the date on which title to the first Condominium unit in this Condominium is transferred from the Developer to a bona-fide purchaser. The Developer shall be excused from the payment of his proportionate share of the

common expenses and assessments in accordance with EXHIBIT "F" in respect to those units still owned by the Developer, provided, however, that the Developer shall pay any amount of common expenses incurred during such period which are not produced by the assessment at the guaranteed level from the other unit owners.

8. Occupancy and Use:

In order to provide for a congenial and compatible community and to preserve the value of the Condominium property and the individual units, the use of the Condominium property shall be restricted to and be in accordance with the following provisions:

(a) The unit owner or owners of a unit shall occupy and use his condominium parcel as a private dwelling for himself and members of his family and social guests and for no other purposes.

In the event a unit owner is a corporation, the unit shall be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Developer and by the Board of Directors of the Condominium Association.

(b) No immoral, improper, offensive or unlawful use shall be made of any unit, the Condominium property or of the common elements or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(c) The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property.

(d) No person shall use the common elements, or any part thereof, or a Condominium unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Association.

9. Insurance:

The insurance which shall be carried upon the Condominium property, the Recreation land and facilities, and the property of the unit owner shall

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be governed by the following provisions:

(a) Authority to Purchase: All insurance policies upon the Condominium property and the Recreation land and facilities shall be purchased by the Association for the benefit of the unit owners, BOCA TEECA CONDOMINIUM NO. 9, INC. and their mortgagees, as their interests may appear, in a company rated triple AAA, Best rating, or better, and provisions shall be made for the issuance of Certificates of Mortgagee Endorsements to the said mortgagees of Condominium units. Such policies and endorsements shall be deposited with the Insurance Trustee as hereinafter provided. Unit owners may obtain insurance coverage at their own expense upon their personal property, and for their personal liability and living expense.

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(b) Coverage:

(i) Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium, including the Pool Recreation land and facilities and insuring the Association and the unit owners in such amounts as the Association may determine from time to time to be adequate to protect the unit owners and the Association against claims for personal injury and for property damage to a unit owner, with cross-liability endorsements to cover liability of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be charged as a common expense of the Association.

(ii) Casualty: All buildings and improvements upon the land including the common areas and Pool Recreation land and all personal property included in the Condominium property and Pool Recreation land and facilities shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism and malicious mischief.

(iii) Workmen's Compensation: As shall be required to meet the requirements of the law.

(iv) Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. The owner of a unit shall have no personal liability for any damages caused by the Association, or in connection with the use of the common elements or the Pool Recreational land and facilities. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

(c) Loss Payable to Insurance Trustee: All casualty insurance policies purchased by the Board of Directors of the Association hereunder shall provide that all proceeds covering casualty losses shall be paid to the Insurance Trustee, which shall be a bank in Palm Beach County, Florida, which bank shall have trust powers and such other powers as may be designated by the Board of Directors of the Association, and approved by a majority of the mortgagees holding mortgages on the units in the Condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half of the unpaid principal of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein.

(d) Payment of Premiums, Trustee's Expenses and Collection: The Board of Directors shall collect and pay the premiums for all insurance and all fees and expenses of the Insurance Trustee as part of the common expenses for which assessments are levied.

(e) Loss Within a Single Unit: If loss shall occur within a single unit or units without damage to the common elements and/or the party wall between units, the provisions of this Article VII, Section 9, Paragraph (f) shall apply.

(f) Determination of Damage and Use of Proceeds: Where a loss or damage occurs within a unit or units, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as such term is hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore and rebuild the damage caused by said loss.

(i) 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, however, 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 said deficiency, levy a special assessment against all 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 Article III of this Declaration.

(ii) Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium property, and the unit owners elect not to rebuild and repair, as provided in Paragraph (g) below of this Article, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the assessments 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 uses and purposes herein provided.

(iii) Notwithstanding the provisions of this Article, if the damage or loss is limited to the common elements with no or minimum damage or

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loss to any individual units, and if such damage or loss to the common elements is less than Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association and the Association shall promptly contract for the repair and restoration of the damage.

(g) Very Substantial Damage: As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium property" shall mean that three-fourths (3/4ths) or more of the total of the units in the Condominium are rendered untenable by casualty loss or damage or loss or damage whereby 75% or more of the total amount of insurance coverage placed pursuant to Article VII, Section 9, Paragraph (b), becomes payable. Should there occur substantial damage to or destruction of all or a substantial part of the Condominium property, the Condominium project shall not be reconstructed, unless three-fourths (3/4ths) of the Condominium unit owners agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee, and the unit owner shall then be obligated to deposit the funds necessary for his unit towards his share of the rebuilding costs. In the event such reconstruction is not 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, and the Condominium property shall be removed from the provisions of the Condominium Act with the results provided for by Section 117 of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty-day period has elapsed, and that the Association has not received the necessary writings from three-fourths (3/4ths) of the Condominium unit owners. In the event any dispute shall arise as to whether or not "substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association, shall be binding upon all unit owners.

B3199 P1942

(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.

10. Alterations:

There shall be no material structural additions or alterations to the unit or limited common elements, door or color changes or substantial additions to the common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners. No unit owner shall block, hamper or otherwise interfere with the common elements of the property or the operation thereof.

(a) The unit owner shall allow the Board of Directors or the agents or employees of the Association, to enter into his unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine the action taken in case of emergency, circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(b) In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the owner of a unit, and the unit, for all sums necessary to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments.

(c) The Association shall determine the exterior color schemes of the units, and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affix anything thereto, without the written consent of the Association.

B3199 P1944

11. Owners:

No owner of a "Condominium parcel" may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the "common elements", including the Pool Recreation land and facilities, or by the abandonment of his "Condominium unit".

The owners of each and every "Condominium parcel" shall return the same for the purpose of ad valorem taxes with the Tax Assessor, governmental officer or authority having jurisdiction over the same.

For the purpose of ad valorem taxation, the interest of the owner of a "Condominium parcel" in his "Condominium unit", and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of undivided shares in the common elements of the entire Condominium, including land and improvements, as has been assigned to said unit in Article III of this Enabling Declaration.

The percentage assigned above shall be binding upon all owners for all purposes; including ad valorem taxation, at all times in the future, and may not be amended or changed.

12. Termination:

The provisions for termination set forth in this Declaration shall be in addition to the provisions for voluntary termination, as provided for by Section 718.117 of the Condominium Act.

13. Severability:

If any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

14. Titles:

Article and Paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit or in any way affect this Declaration.

15. Notices:

Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by Certified Mail, at their place of residence in the Condominium, and to the Association by Certified Mail at 5800 N.W. 2nd

Avenue, Boca Raton, Florida 33432, and to the undersigned at 5800 N.W. 2nd Avenue, Boca Raton, Florida 33432.

All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him or it, by written notice, in accordance with the terms and provisions of this Paragraph.

VIII

COUNTRY CLUB SOCIAL MEMBERSHIP

The Developer and the Association have entered into an agreement with BOCA TEECA CORP., wherein each unit owner in this Condominium automatically becomes a social member of BOCA TEECA COUNTRY CLUB pursuant to the terms and conditions of said agreement, a copy of which is attached hereto as EXHIBIT "E". This Social Membership Agreement provides that membership fees shall be collected by the Association as part of the common expenses of this Condominium. This Agreement further provides that the faithful performance of the Association's obligations and that of each unit owner to pay the membership fee shall be secured by the pledge of each Condominium parcel to secure the payment of that portion of the common expenses attributable to the membership fee for the specific Condominium parcel. By this instrument, each unit owner pledges all of his right, title and interest in his Condominium parcel to BOCA TEECA CORP., as security for the payment of that portion of the common expenses represented by his membership fee and as security for the payment by the Association to BOCA TEECA CORP., of that portion of the common expenses collected by the Association representing his membership fee. Each unit owner by taking title to a Condominium parcel in this Condominium agrees to execute a pledge agreement on a form required by the Developer in order to confirm the pledge described in this Paragraph. By the purchase of a Condominium parcel and acceptance of the Deed thereto, each unit owner agrees to be bound by and perform each and every of the terms, conditions, and covenants imposed upon the Association in the Social Membership Agreement described in the first sentence hereof.

In the event title to any Condominium unit or parcel is acquired by an institutional mortgagee through foreclosure or deed in lieu of foreclosure, the institutional mortgagee shall have no obligation to pay the membership fee

or the portion of common expenses attributable thereto. However, when the institutional mortgagee divests itself of title, all of the terms and conditions of the foregoing paragraph shall apply and each subsequent unit owner shall be liable as provided therein.

IX

MISCELLANEOUS PROVISIONS

1. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner, and claimant of the property, or any part thereof, or any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof.

2. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer and thereafter, the Board of Directors of the Association, from authorizing the removal or removing of any party wall between any units in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights, and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

3. 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 Exhibits annexed hereto be deemed to be an institutional first mortgage.

4. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

5. No Condominium parcel owner shall bring, or have any right to bring any action for partition or division of the Condominium property.

B3199 P1947

6. The real property submitted to Condominium ownership is subject to the following:

- (a) Conditions, limitations, restrictions and reservations of record.
- (b) Real Estate taxes.
- (c) Applicable zoning ordinances now existing or which may hereafter exist.
- (d) Easements for ingress and egress for pedestrian and vehicular purposes.
- (e) Easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.
- (f) Social Membership Agreement between the Association and BOCA TEECA CORP.

X

CONDOMINIUM DEED

There is attached hereto and labeled EXHIBIT "G" the form of Condominium Deed by which the Developer will convey particular units and appurtenances thereto in the Condominium to purchasers thereof.

IN WITNESS WHEREOF, BOCA TEECA CORP. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, this 12 day of FEB, 1979.

Signed, sealed and delivered in the presence of:

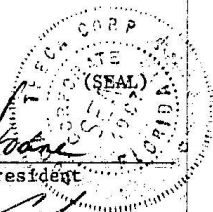
BOCA TEECA CORP.

David L. Wenzel

By: Philip Sloane
Philip Sloane, President

William J. Donosau

Attest: Leon Cohen
Leon Cohen, Secretary



STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing Declaration of Condominium was acknowledged before me this
12 day of FEB, 1979, by PHILIP SLOANE and LEON COHEN, re-
spectively as President and Secretary of BOCA TEECA CORP.

My Commission Expires:

Rebecca Chernoff
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 23 1979
BONDED THRU GENERAL INS. UNDERWRITERS.



B3199 P1948

NOT A CERTIFIED COPY

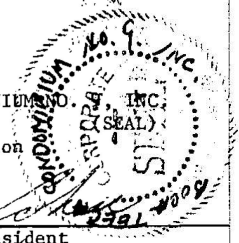
B3199 P1949

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, BOCA TEECA CONDOMINIUM NO. 9, INC., a Florida corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium, this 12 day of Feb, 1979.

Signed, sealed and delivered in the presence of:

BOCA TEECA CONDOMINIUM NO. 9, INC. a Florida corporation



Samuel S. Storzell

By: Leon Cohen
LEON COHEN, President

William J. Dunne

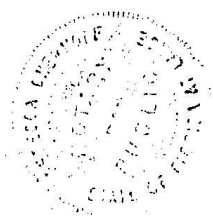
Philip Sloane
PHILIP SLOANE, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing Declaration of Condominium was acknowledged before me this 12 day of Feb, 1979, by LEON COHEN and PHILIP SLOANE, respectively as President and Secretary of BOCA TEECA CONDOMINIUM NO. 9, INC., a Florida corporation.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 23 1979
BONDED THRU GENERAL INS. UNDERWRITERS.

Rebecca Chernoff
NOTARY PUBLIC



B3199 P1950

LEGAL DESCRIPTION
OF
BOCA TEECA NO. 9 LAND

Lots 16, 17, 18 and 19, Block 4, BOCA TEECA SECTION 2, according to the Plat thereof, as recorded in Plat Book 29, at Page 89, of the Public Records of Palm Beach County, Florida, and Lot 20, Block 4, BOCA TEECA SECTION 3, according to the Plat thereof, as recorded in Plat Book 30, at Page 144, of the Public Records of Palm Beach County, Florida, and Tract H, BOCA TEECA SECTION 5, according to the Plat thereof, as recorded in Plat Book 30, at Page 233, of the Public Records of Palm Beach County, Florida.

EXHIBIT "A"
to
DECLARATION OF CONDOMINIUM
BOCA TEECA CONDOMINIUM NO. 9

BOCA TEECA CONDOMINIUM NO. 9

JOINDER OF MORTGAGEE

B3199 P1951

BARNETT BANK OF MIAMI, N.A., herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in EXHIBIT "A" attached hereto, which mortgage is dated the 19th day of January, 1979, and recorded in Official Records Book 2998 at Page 576, of the Public Records of Palm Beach County, Florida, to the extent it may be required to do so under the laws of the State of Florida, joins in the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said Mortgage shall hereinafter be upon each and every of the units set forth and referred to in said Declaration.

BARNETT BANK OF MIAMI, N.A.

By: Arnold Leider
Vice President

Attest: _____

Signed, sealed and delivered in the presence of:

Julia Kosuberg
Rosie Rankin

STATE OF FLORIDA)
County of DADE) SS:

BEFORE ME, the undersigned authority, personally appeared ARNOLD LEIDER, ~~xxx~~, ~~xxxxxxx~~ as Vice-Pres. of BARNETT BANK OF MIAMI, N.A. who acknowledged before me that they, as officers of said corporation, executed this Joinder and affixed the seal of said corporation and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at said County and State, this 13th day of December, 1979.

My Commission Expires:

Arnold M. Leider
NOTARY PUBLIC
State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 23 1982
BONDED THRU GENERAL INS. UNDERWRITERS

B3199 P1952

LEGAL DESCRIPTION
OF
BOCA TEECA NO. 9 LAND

Lots 16, 17, 18 and 19, Block 4, BOCA TEECA SECTION 2, according to the Plat thereof, as recorded in Plat Book 29, at Page 89, of the Public Records of Palm Beach County, Florida, and Lot 20, Block 4, BOCA TEECA SECTION 3, according to the Plat thereof, as recorded in Plat Book 30, at Page 144, of the Public Records of Palm Beach County, Florida, and Tract H, BOCA TEECA SECTION 5, according to the Plat thereof, as recorded in Plat Book 30, at Page 233, of the Public Records of Palm Beach County, Florida.

EXHIBIT "A" to
JOINDER OF MORTGAGEE

BOCA TEECA CONDOMINIUM NO. 9

JOINDER OF MORTGAGEE

B3199 P1953

The TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, herein called "Mortgagee", the owner and holder of mortgages encumbering the property described on EXHIBIT "A" attached, as follows:

Mortgage from BOCA TEECA CORP., a Florida corporation, to TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, dated April 18, 1967, filed of record June 14, 1967, in Official Records Book 1540, at Page 333, in the original principal sum of \$3,000,000.00; Mortgage from BOCA TEECA CORP. to TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, dated September 30, 1968, filed of record October 9, 1968, in Official Records Book 1679, at Page 54, in the original principal sum of \$500,000.00; Mortgage from BOCA TEECA CORP. to TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, dated February 27, 1970, filed of record April 10, 1970, in Official Records Book 1801, at Page 192, in the original principal sum of \$1,250,000.00; and Mortgage from BOCA TEECA CORP., a Florida corporation, to TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, dated February 18, 1975, filed of record February 18, 1975, in Official Records Book 2392, at Page 1968, in the original principal sum of \$1,750,000.00, as consolidated by Mortgage Consolidation Agreement dated November 10, 1975, filed of record December 31, 1975, in Official Records Book 2493, at Page 189, by and between TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND and BOCA TEECA CORP., a Florida corporation, all recorded in the Public Records of Palm Beach County, Florida,

to the extent it may be required to do so under the laws of the State of Florida, joins in the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said Mortgages shall hereafter be upon each and every of the units set forth and referred to in said Declaration.

Signed, sealed and delivered in the presence of:

TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

Patricia Aruca
[Signature]

By: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, Attorney-in-Fact

By: *Kevin F. Haggarty*
Kevin F. Haggarty
Assistant Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

BEFORE ME, the undersigned authority, personally appeared Kevin F. Haggarty, as Assistant Vice Pres. of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, who acknowledged before me that he, as officer of said corporation as Attorney-in-Fact for the TRUSTEES OF CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, executed this Joinder and affixed the seal of said corporation and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at said County and State, this 14th day of December, 1979.

My Commission Expires:

Eileen T. Cosgrove
NOTARY PUBLIC
EILEEN T. COSGROVE
Notary Public, State of New York, No. 03-5820215
Qualified in Palm County
Certificate Filed in New York County
Commission Expires March 30, 1980

B3199 P1954

LEGAL DESCRIPTION
OF
BOCA TEECA NO. 9 LAND

Lots 16, 17, 18 and 19, Block 4, BOCA TEECA SECTION 2, according to the Plat thereof, as recorded in Plat Book 29, at Page 89, of the Public Records of Palm Beach County, Florida, and Lot 20, Block 4, BOCA TEECA SECTION 3, according to the Plat thereof, as recorded in Plat Book 30, at Page 144, of the Public Records of Palm Beach County, Florida, and Tract H, BOCA TEECA SECTION 5, according to the Plat thereof, as recorded in Plat Book 30, at Page 233, of the Public Records of Palm Beach County, Florida.

EXHIBIT "A" to
JOINDER OF MORTGAGEE

BOCA TEECA, CONDOMINIUM NO. 9

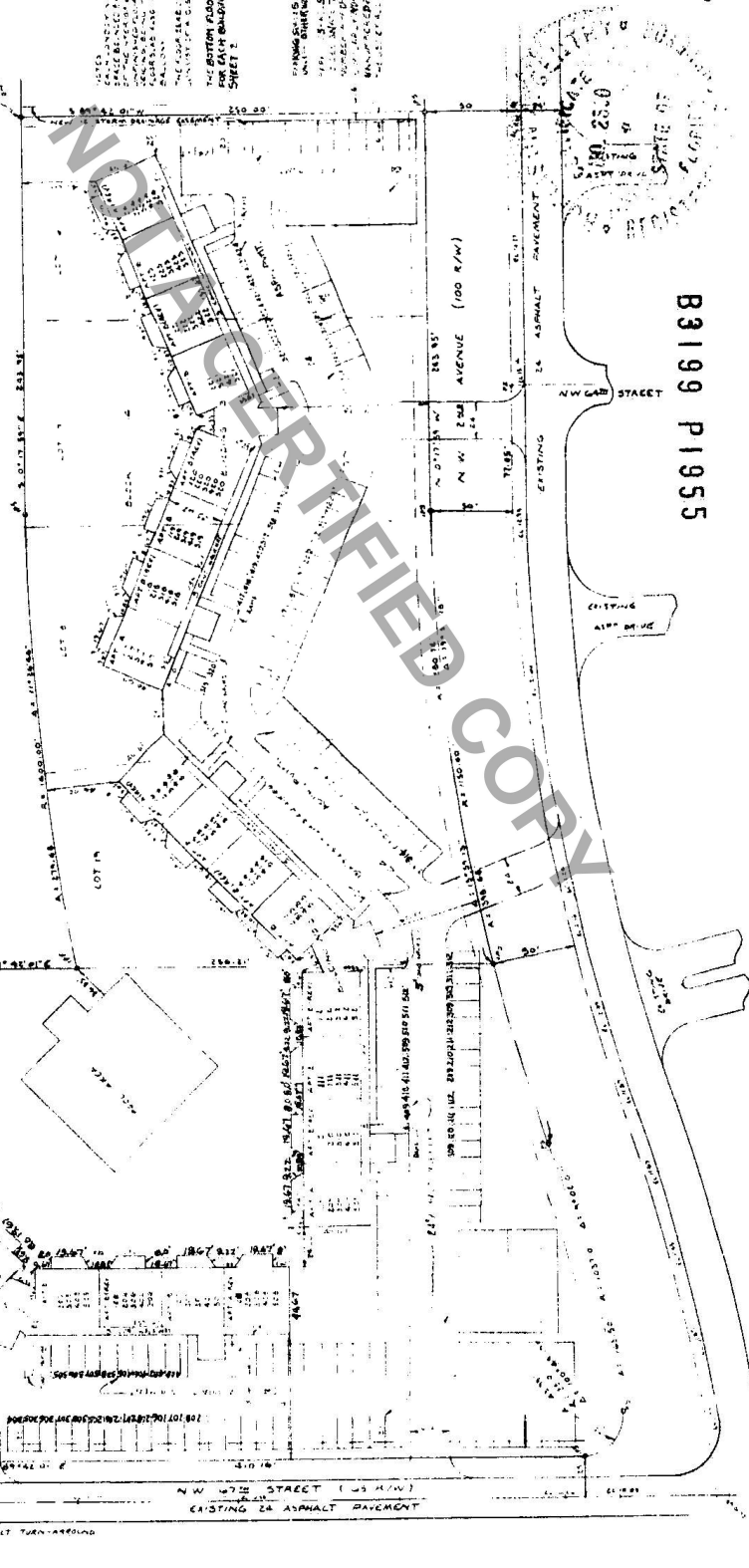
LEGAL DESCRIPTION
TRACT N. BOCA TEECA, SECTION 5, SUBDIVISION AS RECORDED IN PLAT BOOK 30, PAGES 232-234, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. ALSO INCLUDING LOTS 16, 17, 18 AND 19, BLOCK 6, BOCA TEECA, SECTION 5, SUBDIVISION AS RECORDED IN PLAT BOOK 30, PAGES 232-234, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. ALSO INCLUDING LOT 10, BLOCK 6, BOCA TEECA, SECTION 5, A SUBDIVISION AS RECORDED IN PLAT BOOK 30, PAGE 234, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATION
I HEREBY CERTIFY THE SURVEY MADE UNDER MY DIRECTION AND TO BE MADE ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE CONSTRUCTION OF THE INSTRUMENT IS SUFFICIENTLY COMPLETE SO THAT THE SAME TOGETHER WITH THE ATTACHED EXHIBITS, CONSISTING OF PLAT, SCHEDULES, AND DIMENSIONS OF THE COMMON ELEMENTS, DECEASED AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT.

Robert H. [Signature]
REGISTERED PROFESSIONAL SURVEYOR
STATE OF FLORIDA, LICENSE NO. 2882
DATE OF EXPIRATION: 12/31/2000

NOTE: ELEVATIONS BASED ON MEAN SEA LEVEL DATUM

NOTES:
1. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
2. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
3. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
4. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
5. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
6. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
7. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
8. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
9. THE BOUNDARY BETWEEN THE SURVEYED TRACT AND THE TRACT SURVEYED BY [Name] IS SHOWN BY A DASHED LINE.
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B3199 P1955

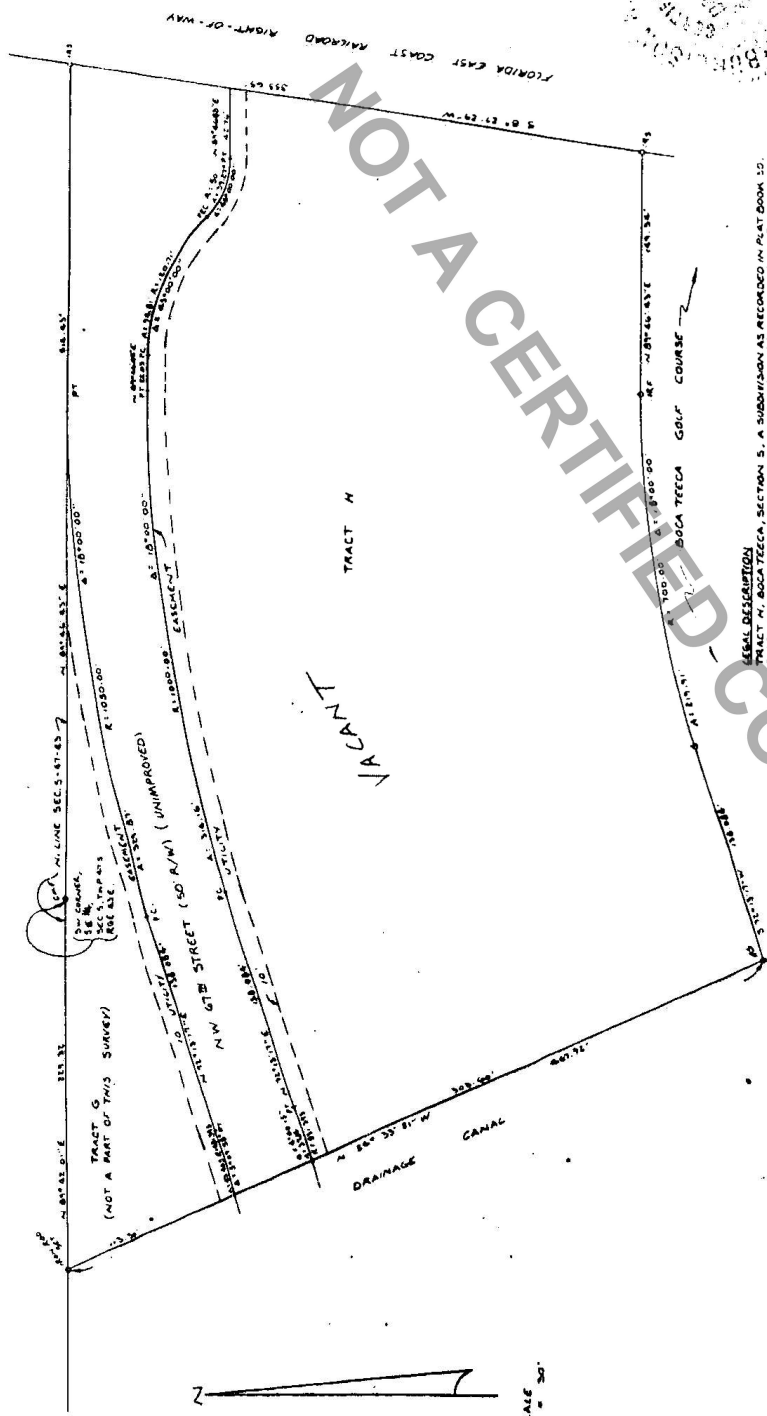
RECORDED
IN PLAT BOOK 30
PAGE 234
MAY 19 1955
PALM BEACH COUNTY, FLORIDA

EXHIBIT "B"-1 to
DECLARATION OF CONDOMINIUM
BOCA TEECA CONDOMINIUM NO. 9

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

RECORDED
 1956 APR 27 11:18 AM
 COUNTY CLERK
 PALM BEACH COUNTY, FLORIDA

B3199 P1956



LEGAL DESCRIPTION
 TRACT M, BOCA TECA, SECTION 5, A SUBDIVISION AS RECORDED IN PLAT BOOK 10,
 PAGES 233 - 236, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATION
 I HEREBY CERTIFY THE SKETCH AS SHOWN HEREON REPRESENTS A SURVEY MADE UNDER MY
 SUPERVISION AND TO BE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

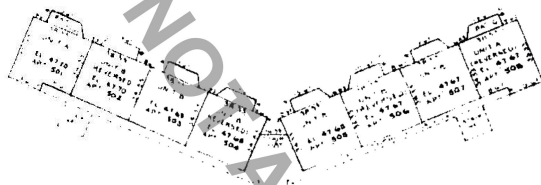
DATE OF SURVEY: APRIL 20, 1956

BOCA TECA SURVEY
 PREPARED FOR: BOCA TECA CONSTRUCTION CO. INC.

EXHIBIT "B"-2 to
 DECLARATION OF CONDOMINIUM
 BOCA TECA CONDOMINIUM NO. 9

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

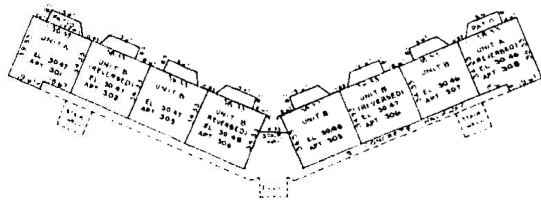
B3199 P1957



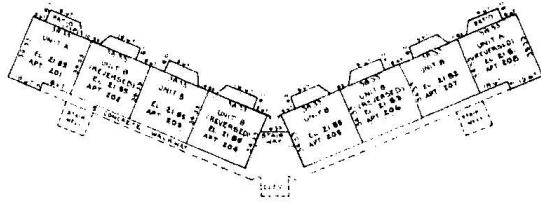
FIFTH FLOOR



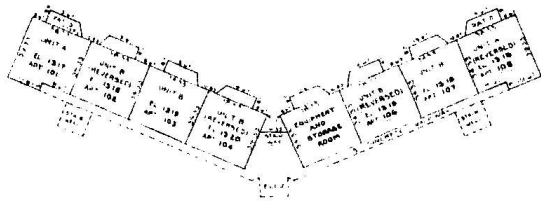
FOURTH FLOOR



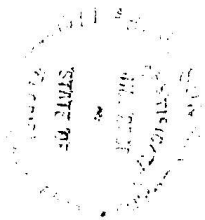
THIRD FLOOR



SECOND FLOOR



FIRST FLOOR



BUILDING NO 1

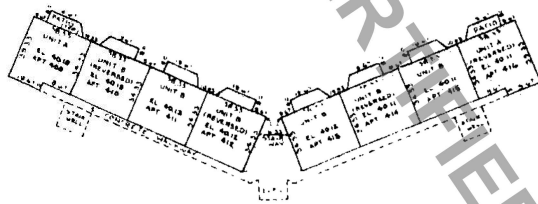
Jonathan A. Ventura

EXHIBIT "B"-3 to
DECLARATION OF CONDOMINIUM
BOCA TECA CONDOMINIUM NO. 9

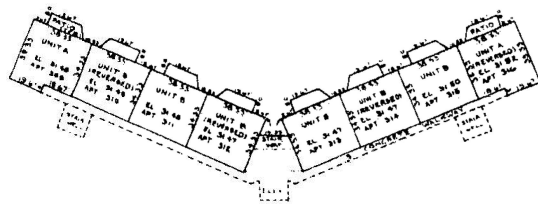
B3199 P1958



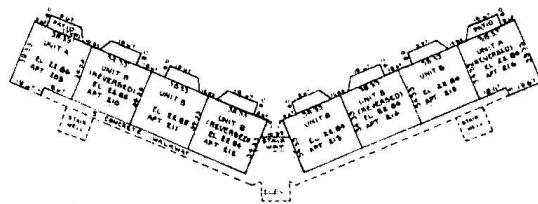
FIFTH FLOOR



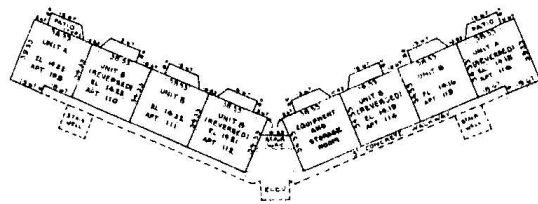
FOURTH FLOOR



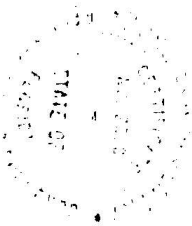
THIRD FLOOR



SECOND FLOOR



FIRST FLOOR



James H. [Signature]
EXHIBIT "B"-4 to
DECLARATION OF CONDOMINIUM
BOCA TEECA CONDOMINIUM NO. 9

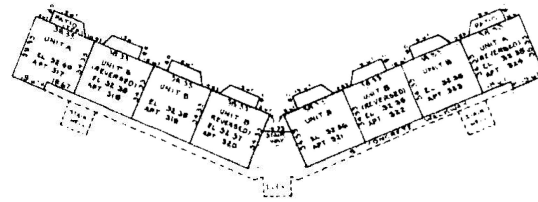
B3199 P1959



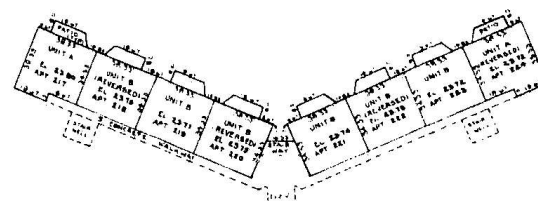
FIFTH FLOOR



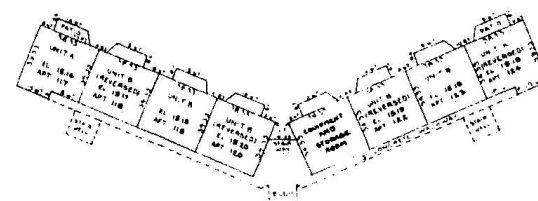
FOURTH FLOOR



THIRD FLOOR



SECOND FLOOR

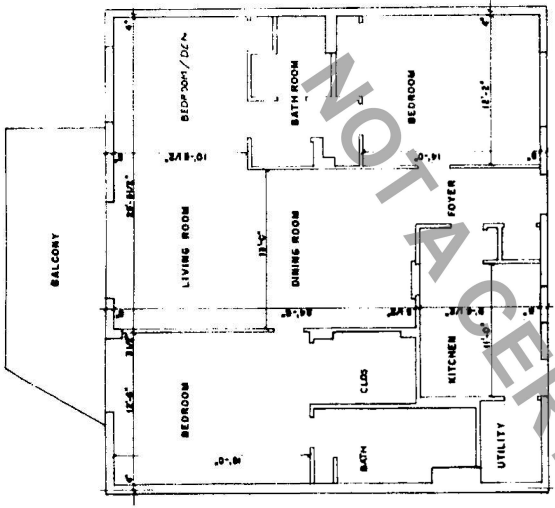


FIRST FLOOR

BUILDING NO. 3

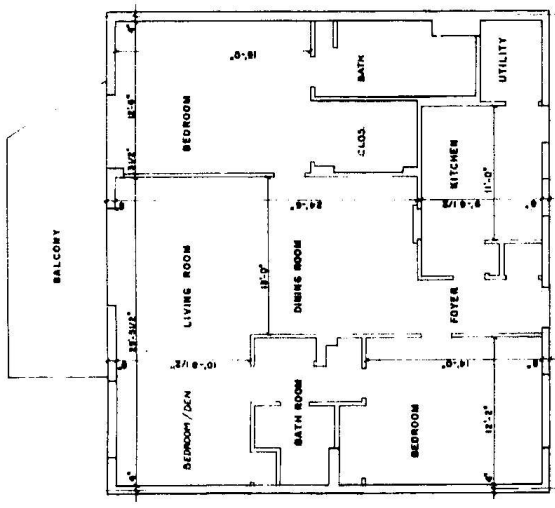
EXHIBIT "B"- 5 to
DECLARATION OF CONDOMINIUM
BOCA TEECA CONDOMINIUM NO. 9





APARTMENT B (REVERSED)

UNITS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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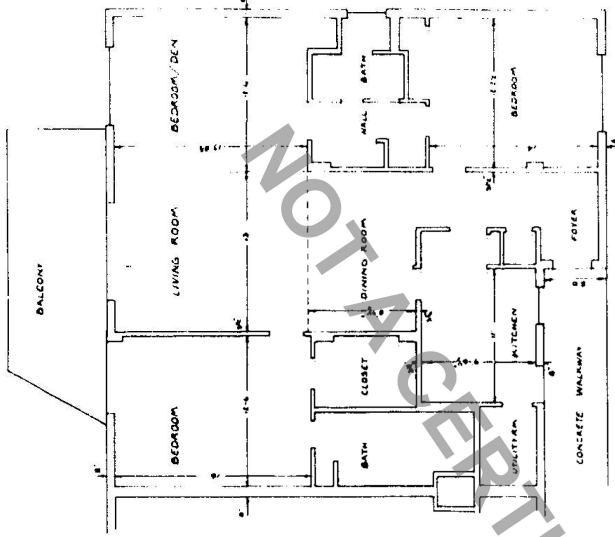
APARTMENT B

UNITS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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B3199 P1960

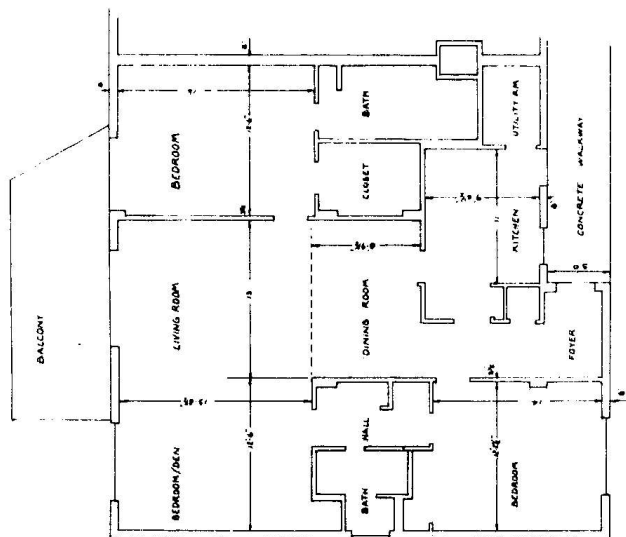


APARTMENT A (REVERSED)

UNITS	108	116	124	132	140	148	156
108	230	230	230	230	230	230	230
116	230	230	230	230	230	230	230
124	230	230	230	230	230	230	230
132	230	230	230	230	230	230	230
140	230	230	230	230	230	230	230
148	230	230	230	230	230	230	230
156	230	230	230	230	230	230	230

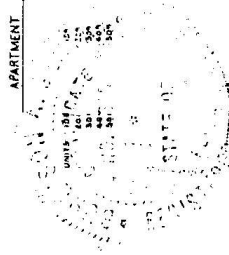
Jonathan M. Dwyer

B3199 P1961



APARTMENT A

UNITS	108	116	124	132	140	148	156
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116	230	230	230	230	230	230	230
124	230	230	230	230	230	230	230
132	230	230	230	230	230	230	230
140	230	230	230	230	230	230	230
148	230	230	230	230	230	230	230
156	230	230	230	230	230	230	230



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BOCA TEECA CONDOMINIUM NO. 9, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 19, 1979, as shown by the records of this office.

The charter number for this corporation is 745983.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of February, 1979.



CER 101
12-78

[Signature]
Secretary of State

B3199 P1962

EXHIBIT "C" to
DECLARATION OF CONDOMINIUM
BOCA TEECA CONDOMINIUM NO. 9

ARTICLES OF INCORPORATION
OF
BOCA TEECA CONDOMINIUM NO. 9, INC.

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 718, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:

BOCA TEECA CONDOMINIUM NO. 9, INC.

and shall be hereinafter referred to as the "Corporation".

ARTICLE II

The purpose for which this Corporation is organized is the operation and management of the Condominium which may be established in accordance with Chapter 718, Florida Statutes, 1976, as presently amended (the "Act"), upon the real property which is described in EXHIBIT "A" annexed hereto and made a part hereof, and is commonly known as "BOCA TEECA CONDOMINIUM NO 9."

The Corporation is to undertake the performance of, to carry out the acts and duties incident to the administration of the operation, and management of the Condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the Declaration of Condominium (the "Declaration") which will be recorded amongst the Public Records of Palm Beach County, Florida, at such time as the real property described in EXHIBIT "A" annexed hereto and the improvements thereon are submitted to Condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with the property described on EXHIBIT "A" annexed hereto and such other property, whether real or personal, as may be necessary and convenient in the administration of the Condominium.

The documents creating the Condominium is to be recorded in the Public Records of Palm Beach County, Florida.

The Corporation shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Corporation shall be governed by the following provisions:

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

2. The Corporation shall have all the powers granted to the "Association" by Chapter 718, Florida Statutes, 1976, as presently amended. The Corporation shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration of Condominium of BOCA TEECA CONDOMINIUM NO. 9, when said Declaration is recorded amongst the Public Records of Palm Beach County, Florida.

3. To enter into a Social Membership Agreement with BOCA TEECA CORP, a Florida corporation, to provide for membership of its members in BOCA TEECA COUNTRY CLUB, and to carry out those duties and responsibilities which such membership entails, and to enter into agreements to provide for recreation areas for the benefit of its Condominium and unit owners thereof, as well as to collect all expenses incident thereto.

ARTICLE IV

Members

The qualifications of members, the manner of their admission and voting by such members shall be as follows:

1. All unit owners shall be members of the Corporation and no other person or entities shall be entitled to membership.

2. Membership in the Corporation shall be established by recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a change of record title to a Condominium parcel in BOCA TEECA CONDOMINIUM NO. 9, and the notification in writing to the Corporation of the recording information, the new owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owners shall thereby terminate.

3. The share of a member in the funds and assets of the Corporation cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Condominium unit.

B3199 P1964

4. Members of the Corporation shall be entitled to one vote for each unit owned by such member. Voting rights will be exercised in the manner provided by the By-Laws of the Corporation.

ARTICLE V

Directors

1. The affairs of the Corporation shall be managed by a Board of Directors who shall be members of the Corporation, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Corporation. Thereafter, the Board of Directors shall be constituted in the manner as hereinafter provided in this Article V.

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

PHILIP SLOANE	5800 N.W. 2nd Avenue, Boca Raton, Florida
LEON COHEN	5800 N.W. 2nd Avenue, Boca Raton, Florida
JEFFREY ROGERS	5800 N.W. 2nd Avenue, Boca Raton, Florida

3. Membership of all Boards of Directors elected subsequent to the first Board of Directors shall be composed as follows:

There shall be one (1) Director elected by the unit owners in each building operated by the Association, each of which Directors shall be a resident of the building from which he is elected, and shall hereinafter be referred to as "Resident Director." In addition to the Resident Directors, there shall be three (3) Directors elected at large, which Directors shall be elected by the unit owners from all of the buildings operated by this Association, and such Directors shall be referred to as "Directors at Large." All Directors shall have an equal vote.

4. (a) When unit owners other than the Developer own fifteen per cent (15%) or more of the units that will be operated ultimately by the Corporation, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors three (3) years after sales by the Developer have been closed of seventy-five per cent (75%)

B3199 P1966

of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety per cent (90%) of the units that will be operated ultimately by this Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the total number of units in the Condominium.

(b) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of this Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

ARTICLE VI

Officers

The affairs of the Corporation shall be administered by officers elected by the members of the Corporation at the annual meeting of the members of the Corporation. The names and addresses of the officers who shall serve until their successors are elected, are as follows:

LEON COHEN	President	5800 N.W. 2nd Avenue, Boca Raton, Fla.
PHILIP SLOANE	Secretary-Treasurer	5800 N.W. 2nd Avenue, Boca Raton, Fla.
JEFFREY ROGERS	Vice President	5800 N.W. 2nd Avenue, Boca Raton, Fla.

ARTICLE VII

Indemnification

Every Director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or Director of the Corporation or any

settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors or officers may be entitled.

ARTICLE VIII

By-Laws

The By-Laws of the Corporation shall be those By-Laws set forth in the aforesaid Declaration of Condominium. The By-Laws may be amended in the following manner as well as in the manner elsewhere provided by law:

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

Section 2. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members entitled to vote. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by:

- (a) Not less than a majority of the Directors and by not less than two-thirds (2/3rds) majority vote of all of the members entitled to vote: or
- (b) Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any institutional mortgagee as defined in the Declaration of Condominium, or the rights of Developer.

Section 3. Agreement: In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

Section 4. Proviso: No amendment shall discriminate against any unit

owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. No amendment shall become effective until a true copy of such amendment is recorded in the Public Records of Palm Beach County, Florida.

B9199 P1968

ARTICLE IX

Amendments

1. Amendment by Developer: Until such time as BOCA TEECA CORP., the Developer, has completed and closed the sales of ninety per cent (90%) of all of the Condominium units in the Condominiums which this Association will operate, the Articles of Incorporation may be amended as to any of the particulars contained herein by the Developer in its sole discretion, and in addition thereto, the proceedings of all meetings of the Association shall have no effect unless approved by the Developer as to amendment of the Condominium documents. This right is subject, however, to the provision that the Developer cannot make any substantial change in the purpose of the Association.

2. Amendment by Board of Directors and Members: These Articles of Incorporation may be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of 75% of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3rds) of the Members of the Board of Directors.

(c) Notwithstanding the provisions of this Article, no amendment to these Articles of Incorporation which shall abridge, amend, or alter the rights of the Developer to designate and select Members of the Board of Directors of the Association as provided herein, may be adopted or become

effective without the prior written consent of the Developer.

ARTICLE X

Term

The term of the Corporation shall be the life of the Condominium, unless the Corporation is terminated sooner by the unanimous action of its members. The Corporation shall be terminated by the termination of the Condominium in accordance with the Condominium documents.

ARTICLE XI

Subscribers

The names and residences of the subscribers to these Articles of Incorporation are:

PHILIP SLOANE	5800 N.W. 2nd Avenue, Boca Raton, Florida
LEON COHEN	5800 N.W. 2nd Avenue, Boca Raton, Florida
JEFFREY ROGERS	5800 N.W. 2nd Avenue, Boca Raton, Florida

ARTICLE XII

Resident Agent

The Resident Agent of the Corporation, for purposes of accepting service of process, shall be WILLIAM E. SHOCKETT, ESQ., whose address within this State is: 407 Lincoln Road, Miami Beach, Florida 33139.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed
this 1st day of February 1979.

Philip D. Sloane
PHILIP SLOANE

Leon Cohen
LEON COHEN

Jeffrey Rogers
JEFFREY ROGERS

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

[Signature]
Resident Agent

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

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

THE FOREGOING INSTRUMENT was acknowledged before me by PHILIP SLOANE,
LEON COHEN and JEFFREY ROGERS respectively as Subscribers of the above and
foregoing Certificate of Incorporation of BOCA TEECA CONDOMINIUM NO. 9, INC.,
this 1st day of February, 1979.

My Commission Expires:

Richard Cheroff
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 23 1979
BONDED THRU GENERAL INS. UNDERWRITERS.

B3199 P1978

NOT A CERTIFIED COPY

B3199 P1971

LEGAL DESCRIPTION
OF
BOCA TEECA NO. 9 LAND

Lots 16, 17, 18 and 19, Block 4, BOCA TEECA SECTION 2, according to the Plat thereof, as recorded in Plat Book 29, at Page 89, of the Public Records of Palm Beach County, Florida, and Lot 20, Block 4, BOCA TEECA SECTION 3, according to the Plat thereof, as recorded in Plat Book 30, at Page 144, of the Public Records of Palm Beach County, Florida, and Tract H, BOCA TEECA SECTION 5, according to the Plat thereof, as recorded in Plat Book 30, at Page 233, of the Public Records of Palm Beach County, Florida.

EXHIBIT "A" to
ARTICLES OF INCORPORATION

B3199 P1972

BY-LAWS

OF

BOCA TEECA CONDOMINIUM NO. 9, INC.

ARTICLE I

General

Section 1. The Name and Purpose: The name of the corporation shall be BOCA TEECA CONDOMINIUM NO. 9, INC., a corporation not for profit. The corporation has been organized pursuant to Chapter 718, Florida Statutes for the purpose of managing, operating and administering the Condominium to be established on the lands described on EXHIBIT "A" which is attached hereto.

Section 2. The Principal Office: The principal office of the corporation shall be: 5800 N.W. 2nd Avenue, Boca Raton, Florida 33432, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property", "unit owner", and "condominium" are defined as set forth in the Condominium Declaration, etc., to which these By-Laws are attached.

ARTICLE II

Directors

Section 1. Number and Term: The Board of Directors shall consist of not less than three (3) persons and may be increased as provided in Article V of the Articles of Incorporation from time to time by the members of the Board in accordance with said Articles of Incorporation. Election of the Directors shall be conducted in the following manner:

- (a) In accordance with the provisions of the Articles;
- (b) Election shall be by plurality of the votes of the unit owners entitled to vote for directors.
- (c) Resident Directors shall be elected only by the unit owners of the building to be represented by that Resident Director, and a vacancy caused by the death, resignation or removal of a Resident Director shall be filled by the remaining Directors but only from the unit owners of the represented building.
- (d) Directors at large shall be elected by vote of all of the members and a vacancy caused by the death, resignation or removal of a Director at large shall be filled by the remaining Directors.
- (e) When unit owners other than the Developer own fifteen per cent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Directors of this Association. Unit owners other than the Developer shall be entitled to elect not less than a majority

EXHIBIT "D"
to
DECLARATION OF CONDOMINIUM, BOCA TEECA
CONDOMINIUM NO. 9.

B3199 P1973

of the members of the Board of Directors of this Association three (3) years after sales by the Developer have been closed of fifty per cent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety per cent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business five per cent (5%) of the units in the Condominium operated by the Association.

- (f) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

At the first meeting at which the members shall be entitled to elect a majority of the Directors, the number of Directors shall be increased. Thereafter, Directors shall be elected at the annual meeting of the members and each Director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members. The Developer may at any time relinquish its right to appoint Directors.

Section 2. Removal: Except for the first Board of Directors as provided for herein, a Director elected or appointed as provided in the Declaration may be removed from office upon the affirmative vote of a majority of the members (unit owners) except that a Resident Director may only be removed by a majority vote of the members (unit owners) of the building represented by that Director for any reason deemed by the members to be detrimental to the best interests of the Association; provided, further, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote of his removal. A Director elected or appointed by the Developer may be removed by the Developer who shall designate the successor Director.

Section 3. First Board of Directors: The first Board of Directors shall consist of PHILIP SLOANE, LEON COHEN and JEFFREY ROGERS, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting as set forth in these By-Laws; provided, any or all of said Directors shall be subject to replacement in the event of resignation or death, as above provided.

Section 4. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by Statute, the Certificate of Incorporation, or by these By-Laws directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following:

- (a) To levy upon the members monthly and other assessments, payable in advance. The Board of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in the proportion established in Article VII, Section 3, of these By-Laws.

- B3199 P1974
- (b) To use and to expend the assessments collected to maintain, care for and preserve the Condominium units, the common elements, the limited common elements, the Condominium property (other than the interiors of the Condominium units, which are to be maintained, cared for and preserved by the individual Condominium unit owners).
 - (c) To pay taxes and assessments levied and assessed against any real property the Corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.
 - (d) To enter into and upon the Condominium units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purpose of preservation, care and restoration of Condominium property, each owner of a Condominium unit grants a perpetual easement to the then existing Board of Directors or its duly authorized agents to enter into his Condominium unit at any reasonable time (or any unreasonable time if the necessities of the situation should require).
 - (e) To repair and replace common element and limited common element facilities, machinery and equipment.
 - (f) To insure and keep insured the owners against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declarations of Condominium.
 - (g) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the Declarations of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors.
 - (h) To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the Condominium.
 - (i) To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the Condominiums including without limitation, the use and occupancy of the units by the members, the use of the common elements, the use of the recreation area and facilities.
 - (j) To enter into a Management Agreement on behalf of and in the name of the Corporation and to delegate to such Management Firm all powers and duties of the Association except such as are specifically required by the Condominium documents to have approval of the Board of Directors or the membership of the Association.
 - (k) To carry out the covenants of the Social Membership Agreement referred to in the Declaration and to collect all sums due thereunder and to carry out its responsibilities as a social member of BOCA TEECA COUNTRY CLUB.

Section 5. Compensation: Directors and officers of this Corporation shall serve without compensation.

Section 6. Meetings: After the unit owners are entitled to elect a majority of the Directors:

- (a) The annual meeting of unit owners shall be held on the 3rd Monday in the month of February of each year beginning on the 3rd Monday in February of the year subsequent to the year in which the unit owners are first entitled to elect a majority of the Board of Directors at such time and place as shall be specified by the President or a majority of Directors.

- (b) The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.
- (c) Regular meetings of the Board shall be held monthly without notice at such time and place as the Board shall fix from time to time.
- (d) Special meetings of the Board may be called by the President on five (5) days' notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) Directors.
- (e) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute, by the Declaration of Condominium, or by the Articles of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. All meetings of the Board of Directors shall be open to all unit owners.

Section 7. Annual Statement: The Board shall present at the annual meeting of members, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Corporation.

The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners at reasonable times, and written summaries of which shall be supplied at least annually to unit owners. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due.

ARTICLE III

Officers

Section 1. Elective Offices: The officers of the Corporation shall be members, shall be chosen by the Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more additional Vice Presidents, Assistant Secretaries, Assistant Treasurers, or other officers. Two or more offices may not be held by the same person. No more than one owner of a unit may be an officer at any one time.

Section 2. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect officers, none of whom, excepting the President, need be a Director.

Section 3. Appointive Offices: The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term: The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President:

- (a) The President shall be the chief executive officer of the Corporation; he shall preside at all meetings of the members and Directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect.
- (b) He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to another officer or agent of the Corporation.

Section 6. The Secretary:

- (a) The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors of the President, under whose supervision he shall be. He shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or Assistant Secretary.
- (b) Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the power of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. The Treasurer and Assistant Treasurers:

- (a) The Treasurer shall have the custody of the Corporation funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.
- (b) He shall disburse the funds of the Corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting, of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation.

- (c) Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Section 8. Bonding of Corporate Officers: The Treasurer and all Assistant Treasurers, if any, the President and Secretary, shall be required to be bonded in an amount to be determined by the Board of Directors with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the Condominium Association.

Section 9. Indemnification of Corporate Officers: Every Director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or Director of the Corporation, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or Director may be entitled.

ARTICLE IV

Membership and Voting Provisions

Section 1. Membership: Membership in the Association shall be limited to owners of the Condominium units in Condominium(s) wherein this Corporation has been designated as the Association to operate and administer said Condominium by virtue of the Declaration of Condominium of said Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Section 2. Voting:

- (a) The owner(s) of each Condominium unit shall be entitled to one (1) vote. If a Condominium unit owner owns more than one unit, he shall be entitled to one vote for each unit owned. The vote of a Condominium unit shall not be divisible.
- (b) A majority of the unit owners' total votes shall decide any question unless the Declaration of Condominium, By-Laws, or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum: Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the unit owners' total votes shall constitute a quorum.

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Section 4. Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife and, if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member: If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a certificate, signed by all of the record owners of the unit, and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

- (a) They may, but they shall not be required to, designate a voting member.
- (b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote individually, and without establishing the concurrence of the absent person; or, if both are present and concur, either one may cast the vote for the unit.

ARTICLE V

Meetings of Membership

Section 1. Place: All meetings of the Corporation membership shall be held at the office of the Corporation, or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual Meeting:

- (a) The first annual meeting of members shall be held on the 3rd Monday in February following the meeting at which the unit owners first elected a majority of the members of the Board of Directors.
- (b) Regular annual meetings, subsequent to the first annual meeting shall be held on the same day of the same month of each year as the first annual meeting.

- (c) All annual meetings shall be held at the hour of 5:00 o'clock P.M., or at such hour as the Board of Directors may determine.
- (d) At the annual meeting, the members shall elect a Board of Directors, and transact such other business as may properly be brought before the meeting.
- (e) Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation at least ten (10) days prior to the meeting.

Section 3. Membership List: At least ten (10) days before every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by "Condominium apartment units", with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the principal office of the Corporation and shall be open to examination by any member throughout such time. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

Section 4. Special Meetings:

- (a) Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by Statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4th) of the membership entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.
- (b) Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the Corporation at least five (5) days before such meeting.
- (c) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-one per cent (51%) of the total number of members entitled to vote of the Corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by Statute, by the Certificate of Incorporation, the Declarations of Condominium or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting until a quorum shall be present or represented, any business may be transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members entitled to vote thereat present in person or represented by written proxy shall decide any question brought before such meeting unless the question is one upon which, by express provision of the Statutes or of the Certificate of Incorporation, the Declarations of Condominium or of these By-Laws, a different vote is required, in which case express provision shall govern and control the decision of such question.

Section 7. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the member appointing the proxy, and filed with the Secretary prior to the meeting for which the proxy is given. Any member who is

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more than thirty (30) days delinquent in the payment of any assessment, including but not limited to the monthly maintenance assessments, shall not be entitled to vote at any regular or special meeting while so delinquent.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes, of the Declaration of Condominium, of the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 9. Rules of Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Certificate of Incorporation, By-Laws, Statute, or Declarations of Condominium.

ARTICLE VI

Notices

Section 1. Definition: Whenever, under the provisions of the Statutes or of the Certificate of Incorporation, or of these By-Laws, or of the Declarations of Condominium, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid, sealed wrapper, addressed to such Director or member at such address as appears on the books of the Corporation.

Section 2. Service of Notice - Waiver: Whenever any such notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

Finances

Section 1. Fiscal Year: The fiscal year shall begin on the 1st day of January in each year.

Section 2. Checks: All checks or drafts for money and notes of the Corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments: The Board of Directors of the Corporation shall adopt an annual budget and, from time to time, fix and determine the sum or sums necessary and adequate for the continued operation of the Condominium. The Board shall determine the estimated total amount required, including the operational items such as taxes, insurance, repairs, maintenance, and other operating expenses, and expenses designated as common expenses from time to time by the Board of Directors of the Association or under the provisions of the Declaration of Condominium to which these By-Laws are attached including, but not limited to, the expenses which are the obligation of the Association or unit owners for the Pool Recreation lands or pursuant to the Social Membership Agreement. The total annual requirements shall be set forth in the annual budget and shall be assessed as a single sum against all Condominium units and pro-rated to each of said Condominium units. This ratio of assessment shall be in amounts as set forth in the Declaration of Condominium. Said assessments shall be payable quarterly or monthly, in advance, as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. Delinquent assessments will bear interest and late charges as set forth in the Declaration of Condominium to which these By-Laws are an Exhibit. No member shall be personally liable for any debts of the Corporation whatsoever.

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to all unit owners not less than thirty (30) days prior to the meeting at which the annual budget will be considered. If a budget adopted by the Board of Directors requires assessment against the unit owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board shall, upon written application of 10% of the unit owners to the Board, call a Special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each owner. At the Special meeting, unit owners shall consider and adopt a budget. The adoption of a budget, in excess of 115% of the preceding year's budget shall require a vote of all unit owners. If a majority of unit owners fail to approve a budget, the Board of Directors shall adopt a budget which does not call for assessments in excess of 115% of the previous year's assessment. Provisions for reasonable reserves for repair or replacement of the Condominium property or non-recurring (on an annual or regular basis) anticipated expenses of the Condominium Association shall not be included in the computation to determine whether the proposed assessment exceeds the prior year's assessment by 115%.

Section 4. Accounts: There shall be established and maintained such bank accounts as the Board of Directors shall deem advisable, in a bank in Palm Beach County, into which shall be deposited all regular and special assessments as fixed and determined for all Condominium units. Disbursements from said accounts shall be for the general needs of the Corporation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the property of the Corporation.

Section 5. Condominium Expenses: The Condominium expenses for which the members shall be liable as set forth in the Declarations of Condominium shall be those costs and expenses deemed necessary or desirable by the Corporation for the operation and maintenance of the Condominium property, other than maintenance of the interior of a unit and of such other items for whose maintenance and repair a unit owner is responsible although the same are located in the common elements. Such operating and maintenance expenses shall include, but not be limited to, maintenance of all lawns, shrubbery and landscaping, water and electricity for landscaping, sprinkler system, electricity for lighting common elements, painting the exterior of all buildings, maintenance and repair of roofs of all buildings, removal of garbage and trash, and expenses declared common expenses of the Pool Recreation land or pursuant to the Social Membership Agreement which is attached as an Exhibit to the Declaration of Condominium.

Section 6. Annual Audit: An audit of the accounts of the Corporation shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

ARTICLE VIII

Seal

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words, "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE IX

Leasing and Sub-Leasing

The primary object of the Corporation is to operate and maintain the property on a mutual and cooperative basis for the housing needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board of Directors and every lease or sub-lease of a Condominium unit is subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium.

ARTICLE X

Default

In the event an owner of a Condominium parcel does not pay any sums, charges or assessments required to be paid by the Corporation within thirty (30) days from the due date, the Corporation, through its Board of Directors, may proceed to record a Notice of Lien and enforce and collect the said assessment and interest at the rate of ten per cent (10%) per annum and may foreclose the lien encumbering the Condominium parcel created by the non-payment of the required monies in the manner provided by Statute. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right and may charge reasonable rental for the use of the Condominium parcel during the foreclosure period.

In connection with assessment, the Corporation shall have all of the powers, rights and privileges and legal remedies provided by the Declaration of Condominium and the Condominium Act in and about collecting and enforcing assessments. Further, in this connection, each unit owner shall be liable for his assessment in the same manner provided for by the Declaration of Condominium and the Condominium Act, and shall, likewise, be responsible for reasonable attorneys' fees, interest and costs incurred by the Corporation incident to the collection of such assessment or enforcement of any lien by the Corporation for unpaid assessments.

If the Corporation becomes the owner of the Condominium parcel in question, it shall offer said parcel for sale, and whenever such a sale is consummated it shall, from the proceeds received from said sale, deduct all sums of money due it for assessments and charges, all costs incurred in the bringing of the lawsuit in question, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Condominium parcel in question, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the Condominium unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the Condominium parcel in question.

In the event of violation by the owner of a Condominium parcel of any of the provisions of the Declaration of Condominium, Certificate of Incorporation, By-Laws, or Rules and Regulations, as are now or hereafter constituted, the Corporation may, by direction of its Board of Directors, bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Corporation be successful in any action it brings, the defendant Condominium parcel owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

ARTICLE XI

Maintenance and Repairs

Section 1. Access: Any officer of the Corporation, or any agent of the Board of Directors, shall have irrevocable right to have access to each unit from time to time during reasonable hours that may be necessary for the inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein to prevent damage to the common elements, or to another unit or units.

Section 2. The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium property and may join with other Condominium associations in contracting with the same firm, person or corporation for maintenance and repair. The Board of Directors may by contract empower and grant to such firm, person or corporation, the right of access as set forth in Section 1. of this Article.

Section 3. Unit Owners: Every unit owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect

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the Condominium property and the Condominium project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

Section 4. Prohibition: No unit owner shall make any alteration in the portions of the improvements of a Condominium which are to be maintained by the Corporation or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

Section 5. Material Alterations: There shall be no material alterations or substantial additions to the common elements except as the same are authorized by the Board of Directors and ratified by the affirmative vote of three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners.

ARTICLE XII

Amendment

These By-Laws may be amended in the following manner as well as in the manner elsewhere provided:

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

Section 2. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members entitled to vote. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by:

- (a) Not less than a majority of the Directors and by not less than two-thirds (2/3rds) majority vote of all of the members entitled to vote; or
- (b) Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any institutional mortgagee as defined in the Declaration of Condominium, or the rights of Developer.

Section 3. Agreement: In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

Section 4. Proviso: No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE XIII

Miscellaneous

Section 1. The definitions of particular words and phrases contained in the Condominium Act (Chapter 718, Florida Statutes 1976, as presently amended) or in the Declaration of Condominium shall apply to such words and phrases when used in these By-Laws.

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Section 2. Should any provision of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Any lien or other encumbrance upon or against a Condominium unit or parcel in favor of the Corporation is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel where such mortgage is made to a bank, savings and loan association or life insurance company, and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Corporation.

ARTICLE XIV

Rules and Regulations

Section 1. The Board of Directors may from time to time adopt and amend previously adopted administrative rules and regulations governing the details of the operation and use of the common elements of the Condominium; provided, however, that no such rules and regulations shall conflict with the Declaration, these By-Laws, or the provisions of the Condominium Act, and in the event of any conflict between the said rules and regulations and the foregoing, the latter shall prevail. The Board of Directors shall from time to time post in a conspicuous place on the Condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

THE FOREGOING were adopted as the By-Laws of BOCA TEECA CONDOMINIUM NO. 9, INC., this 12 day of FEB, 1979.

BOCA TEECA CONDOMINIUM NO. 9, INC.

By: Leon Cohen
LEON COHEN, President



Attest: Philip Sloane
PHILIP SLOANE, Secretary

LEGAL DESCRIPTION
OF
BOCA TEECA NO. 9 LAND

Lots 16, 17, 18 and 19, Block 4, BOCA TEECA SECTION 2, according to the Plat thereof, as recorded in Plat Book 29, at Page 89, of the Public Records of Palm Beach County, Florida, and Lot 20, Block 4, BOCA TEECA SECTION 3, according to the Plat thereof, as recorded in Plat Book 30, at Page 144, of the Public Records of Palm Beach County, Florida, and Tract H, BOCA TEECA SECTION 5, according to the Plat thereof, as recorded in Plat Book 30, at Page 233, of the Public Records of Palm Beach County, Florida.

EXHIBIT "A" to
BY-LAWS

LAW OFFICES, MEYER, WEISS, ROSE, ARKIN, SHEPPARD & SHOCKETT, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139

SOCIAL MEMBERSHIP AGREEMENT

THIS AGREEMENT entered into this 12 day of FEB, 1979, by and BOCA TEECA CORP., a Florida corporation (hereinafter called "Developer") and BOCA TEECA CONDOMINIUM NO. 9, INC., a non-profit Florida corporation (hereinafter called "Association"), and their respective successors and assigns wherever the context so requires or admits:

****WITNESSETH****

WHEREAS, the Developer is the owner of certain real property located in Palm Beach County, Florida, which property is more particularly described on EXHIBIT "A" annexed hereto, upon which the Developer is constructing three apartment buildings which will be submitted to Condominium ownership as BOCA TEECA CONDOMINIUM NO. 9; and

WHEREAS, Developer is the owner of a country club known as BOCA TEECA COUNTRY CLUB, which is adjacent to and in the vicinity of the aforescribed real property; and

WHEREAS, Association is the non-profit corporation described in the Declaration of Condominium of BOCA TEECA CONDOMINIUM NO. 9 which will operate the Condominium property under that Declaration; and

WHEREAS, the parties hereto have agreed that each unit owner in the aforesaid Condominium will become a social member of the aforesaid Country Club under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Each unit owner in the aforesaid Condominium shall and must become a social member of the BOCA TEECA COUNTRY CLUB, which social membership shall entitle the member to the use of the Club House, the Recreation Building, and the Tennis Courts located at the Country Club.

2. Each unit owner shall become a social member of the Country Club on the date on which he consummates the purchase of his Condominium parcel and his liability for his membership shall commence on that date.

EXHIBIT "E"
to
DECLARATION OF CONDOMINIUM
BOCA TEECA CONDOMINIUM NO. 9

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3. Each unit owner agrees to abide by and comply with all of the rules and regulations of said Country Club in the use of the aforesaid facilities.

4. Developer agrees that it shall maintain the aforesaid facilities at the same standard of maintenance in which said facilities exist on the date of this Agreement, reasonable wear and tear excepted.

5. The social membership fee for each social membership shall be as follows:

- (a) Commencing January 1, 1980, the sum of Thirty Dollars (\$30.00) per month shall be payable and a like sum on the first day of each and every month thereafter up to and including December 1, 1980.
- (b) Commencing January 1, 1981, the sum of Thirty-Five Dollars (\$35.00) per month shall be payable and a like sum on the first day of each and every month thereafter up to and including December 1, 1981.
- (c) Commencing January 1, 1982, the sum of Forty Dollars (\$40.00) per month shall be payable and a like sum on the first day of each and every month thereafter up to and including December 1, 1982.
- (d) Commencing January 1, 1983, the sum of Forty-Five Dollars (\$45.00) per month shall be payable and a like sum on the first day of each and every month thereafter up to and including December 1, 1983.
- (e) Commencing January 1, 1984, the sum of Fifty Dollars (\$50.00) per month shall be payable and a like sum on the first day of each and every month thereafter up to and including December 1, 1984.
- (f) Commencing on the 1st day of January, 1985, and on the 1st day of each and every month for the remainder of the term of this Agreement the sum of Fifty-One Dollars (\$51.00) per month shall be due and payable.

The foregoing payments shall be collected by the Association as part of the common expenses of each Condominium, and shall be remitted by the Association to BOCA TEECA CORP., at least quarterly.

B3199 P1988

6. Each unit owner by the purchase of a Condominium parcel and the acceptance of a deed thereto, agrees to be bound by and perform each and every of the terms, conditions and covenants imposed upon the Association. The faithful performance of the Association's obligations and that of each unit owner to pay the social membership fee shall be secured by the pledge of each Condominium parcel to secure the payment of that portion of the common expenses attributable to the social membership fee for the specific Condominium parcel. By this instrument, each unit owner pledges all of his right, title, and interest in his Condominium parcel to BOCA TEECA CORP. as security for the payment of that portion of the common expenses represented by his social membership fee and as security for the payment by the Association to BOCA TEECA CORP. of that portion of the common expenses collected by the Association representing such social membership fee. Each unit owner by taking title to a Condominium parcel in this Condominium agrees to execute a pledge agreement on a form required by the Developer in order to confirm the pledge described in this Paragraph.

7. This Agreement shall expire on December 31, 2009.

8. The unit owner shall not be relieved of any obligation hereunder by his failure or refusal to utilize the facilities made available to him pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Samuel L. Amzill

William J. Doreen
(as to Developer)

Samuel L. Amzill

William J. Doreen
(As to Association)

"Developer"

BOCA TEECA CORP.

By: Philip Sloane
PHILIP SLOANE, President

Attest: Leon Cohen
LEON COHEN, Secretary



"Association"

BOCA TEECA CONDOMINIUM NO. 9, INC.
(SEAL)

By: Leon Cohen
LEON COHEN, President

Attest: Philip Sloane
PHILIP SLOANE, Secretary

B3199 P1989

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

I HEREBY CERTIFY that the foregoing Social Club Membership Agreement was executed and acknowledged before me by PHILIP SLOANE and LEON COHEN, respectively as President and Secretary of BOCA TEECA CORP., this 12 day of FEB, 1979.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 23 1979
BONDED THRU GENERAL INS. UNDERWRITERS.

Rebecca Chernoff

NOTARY PUBLIC



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

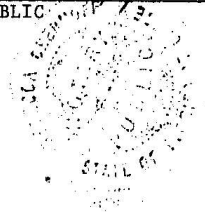
I HEREBY CERTIFY that the foregoing Social Club Membership Agreement was executed and acknowledged before me by LEON COHEN and PHILIP SLOANE, respectively as President and Secretary of BOCA TEECA CONDOMINIUM NO. 9, INC., this 12 day of FEB, 1979.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 23 1979
BONDED THRU GENERAL INS. UNDERWRITERS.

Rebecca Chernoff

NOTARY PUBLIC



BOCA TEECA CONDO #9
 PERCENTAGE OF OWNERSHIP
 OF COMMON ELEMENTS AND PERCENTAGE SHARE
 OF COMMON EXPENSES AND COMMON SURPLUS

B3199 P1990

Unit #	Type Of Unit	% of Ownership	Unit #	Type Of Unit	% of Ownership
101	A	.899282	315	B	.839328
102	B	.839328	316	A	.899282
103	B	.839328	317	A	.899282
104	B	.839328	318	B	.839328
106	B	.839328	319	B	.839328
107	B	.839328	320	B	.839328
108	A	.899282	321	B	.839328
109	A	.899282	322	B	.839328
110	B	.839328	323	B	.839328
111	B	.839328	324	A	.899282
112	B	.839328	401	A	.899282
114	B	.839328	402	B	.839328
115	B	.839328	403	B	.839328
116	A	.899282	404	B	.839328
117	A	.899282	405	B	.839328
118	B	.839328	406	B	.839328
119	B	.839328	407	B	.839328
120	B	.839328	408	A	.899282
122	B	.839328	409	A	.899282
123	B	.839328	410	B	.839328
124	A	.899282	411	B	.839328
201	A	.899282	412	B	.839328
202	B	.839328	413	B	.839328
203	B	.839328	414	B	.839328
204	B	.839328	415	B	.839328
205	B	.839328	416	A	.899282
206	B	.839328	417	A	.899282
207	B	.839328	418	B	.839328
208	A	.899282	419	B	.839328
209	A	.899282	420	B	.839328
210	B	.839328	421	B	.839328
211	B	.839328	422	B	.839328
212	B	.839328	423	B	.839328
213	B	.839328	424	A	.899282
214	B	.839328	501	A	.899282
215	B	.839328	502	B	.839328
216	A	.899282	503	B	.839328
217	A	.899282	504	B	.839328
218	B	.839328	505	B	.839328
219	B	.839328	506	B	.839328
220	B	.839328	507	B	.839328
221	B	.839328	508	A	.899282
222	B	.839328	509	A	.899282
223	B	.839328	510	B	.839328
224	A	.899282	511	B	.839328
301	A	.899282	512	B	.839328
302	B	.839328	513	B	.839328
303	B	.839328	514	B	.839328
304	B	.839328	515	B	.839328
305	B	.839328	516	A	.899282
306	B	.839328	517	A	.899282
307	B	.839328	518	B	.839328
308	A	.899282	519	B	.839328
309	A	.899282	520	B	.839328
310	B	.839328	521	B	.839328
311	B	.839328	522	B	.839328
312	B	.839328	523	B	.839328
313	B	.839328	524	A	.899286
314	B	.839328			<u>100%</u>

EXHIBIT "F"
 to
 DECLARATION OF CONDOMINIUM
 BOCA TEECA CONDOMINIUM NO. 9

WARRANTY DEED

B3199 P1991

WARRANTY DEED, made this ___ day of _____, 19 __, between BOCA TEECA CORP., a Florida corporation, hereinafter called "Grantor", and

whose Post Office address is:
hereinafter called "Grantee"

****WITNESSETH****

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, their heirs and assigns forever, the following described Condominium unit(s), lying and being in Palm Beach County, Florida, to-wit:

The Condominium Parcel known as Unit No. _____ of BOCA TEECA CONDOMINIUM NO. 9, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book _____, at Pages _____ through _____, all of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

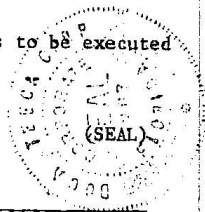
1. Real estate taxes and County special tax district assessment for the current year and subsequent years.
2. Conditions, restrictions, limitations and easements of record.
3. The terms and conditions of the Declaration of Condominium, and each and every Exhibit attached thereto, including the Social Membership Agreement.
4. Zoning ordinances of the City of Boca Raton and Palm Beach County, Florida.

The Grantor does hereby fully warrant title to the aforesaid Condominium unit(s) and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

BOCA TEECA CORP.



By: _____

Attest: _____

EXHIBIT "G"
to
DECLARATION OF CONDOMINIUM
BOCA TEECA CONDOMINIUM NO. 9

B3199 P1992

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that PHILIP SLOANE and LEON COHEN respectively as President and Secretary of BOCA TEECA CORP., a Florida corporation, this day acknowledged before me that they executed the foregoing Warranty Deed on behalf of the Corporation for the purposes therein expressed.

WITNESS my hand and official seal, this ___ day of _____, 1979.

My Commission Expires: _____

NOTARY PUBLIC

ACKNOWLEDGEMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium and Exhibits attached thereto, including but not limited to (whether the same are attached to the Declaration or referred to therein), the By-Laws of the Corporation, the Social Membership Agreement, and all Amendments, if any, to the aforesaid Declaration of Condominium and Exhibits; and Grantee further acknowledges reading and examination of said Declaration (referred to on the first page of this Deed), and said Exhibits; and acknowledges that each and every provision of the foregoing is essential to the successful operation and management of said Condominium property in the best interest and for the benefit of all owners therein. Grantee, for themselves, their successors and assigns, covenant and agree to abide by each and every provision of the said Declaration of Condominium, and Exhibits attached thereto. Grantee hereby ratifies, confirms and approves all of the terms and provisions of said Declaration of Condominium and Exhibits attached thereto, and agrees that he has encumbered and impressed a lien upon the Condominium parcel being conveyed by this Deed for the Grantee's obligation for his pro-rata share of the common expenses of the Condominium. Grantee confirms all warranties, representations and inducements, if any, are as contained in the aforesaid Declaration of Condominium and Exhibits attached thereto and the common expenses are estimates only and no warranties or guarantees are made or intended, nor may any be relied upon. Grantee further confirms that acceptance of this Deed by Grantee hereby is deemed full performance and discharge of every agreement, obligation and representation made on the part of the Grantor in the Purchase and Sale Agreement and the Declaration of Condominium and the Exhibits attached thereto, and the only agreements, obligations or representations which shall survive the delivery and acceptance of this Deed are those made in the Declaration of Condominium and attached Exhibits, and in this Deed.

IN WITNESS WHEREOF, Grantee(s) have hereunto set their hands and seals, this ___ day of _____, 1979.

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that _____ and _____ acknowledged before me that they executed the above and foregoing Acknowledgment and Acceptance by Grantee, this ___ day of _____, 1979.

My Commission Expires: _____

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

LAW OFFICES, MEYER, WEISS, ROSE, ARKIN, SHEPPARD & SHOCKETT, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139