

ORB 5943 Pg 263

DECLARATION OF CONDOMINIUM  
FOR  
ISLES OF BOCA CONDOMINIUM, SECTION II

PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation, herein called the "Declarant", makes the following declarations:

1. **PURPOSE.** The purpose of this Declaration is to submit the land and improvements described to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act". Except where permissive variations therefrom appear in this Declaration, the annexed Bylaws, and/or the Articles of Incorporation for Isles of Boca Condominium, Section II Association, Inc., a Florida corporation not-for-profit, or in lawful amendments to these instruments, the provisions of Chapter 718, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in *haec verba*, and said statute as amended from time to time, and this Declaration, the annexed Bylaws, and the Articles of said corporation, as lawfully amended from time to time, shall govern this Condominium and the rights, duties and responsibilities of owners of condominium units therein.

2. **NAME.** The name by which this condominium is to be identified is ISLES OF BOCA CONDOMINIUM, SECTION II (the "Condominium").

3. **PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.** The following property is hereby submitted to the condominium form of ownership:

(a) **The Land.** The lands, owned by the Declarant, lying and being situate in Palm Beach County, Florida, as more particularly set forth in Exhibit "A", attached hereto, which lands are herein called "the Land".

(b) **The Improvements.** Three (3) multi-unit structures containing a total of twenty-one (21) condominium units and all common elements appurtenant thereto.

4. **DEFINITIONS.** The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of Isles Of Boca Condominium, Section II Association, Inc., shall be defined in accordance with the provisions of Section 718.103 of the Condominium Act, and as follows unless the context otherwise requires:

(a) "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against a unit owner.

(b) "Association", "Condominium Association" or "Corporation" means Isles Of Boca Condominium, Section II Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

(c) "Board of Administration" or "Board of Directors" or "Board" means the Board of Directors of Isles of Boca Condominium, Section II Association, Inc., which Board is responsible for the administration of the Association.

(d) "Bylaws" means the bylaws of the Association existing from time to time.

(e) "Co-Tenant" means an Owner owning a Condominium Parcel jointly with another Owner.

(f) "Common Elements" means the portions of the condominium property not included in the units and such items listed in

ORB 5943 Pg 264

Section 718.108 of the Condominium Act and such other items as hereinafter included in the definition of common elements.

(g) "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium, including but not necessarily limited to:

(i) Expenses of administration, operation, and management of condominium property and property owned by the Association;

(ii) Expenses of maintenance, operation, repair or replacement of Common Elements;

(iii) Expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;

(iv) Any valid charge against the Condominium as a whole.

(h) "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not necessarily limited to, assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses of the Association and Condominium.

(i) "Condominium Parcel" means a unit, together with the undivided share in the Common Elements which is appurtenant to the unit.

(j) "Condominium Property" means the lands and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(k) "Declarant" or "Developer" means the Palm D'Oro Development Corporation, a Florida corporation, its successors and assigns, the entity which is offering Condominium Parcels for sale in the ordinary course of business.

(l) "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.

(m) "Institutional Mortgagee" means the owner and holder, insurer or guarantor of a mortgage encumbering a Condominium Parcel, which owner and holder, insurer or guarantor of said mortgage is either a federal or state bank, a life insurance company, a federal or state savings and loan association, a mortgage or real estate investment trust, a mortgage banker, a union pension fund, an institutional mortgage broker, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation or a lender generally recognized as an institutional type lender or the Declarant, its assignees or nominees.

(n) "Limited Common Elements" means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified herein

(o) "Member" means an Owner or Co-Tenant who, or which is a member of Isles of Boca Condominium, Section II Association, Inc.

(p) "Unit" or "Condominium Unit" or "Apartment" means a part of the Condominium Property which is subject to exclusive ownership; said unit being a unit space designated as "condominium unit" or "unit" on the plot plans, survey and graphic descriptions attached hereto and marked Exhibit "B".

ORB 5943 Pg 265

(q) "Unit Owner" or "Owner" means the person or entity owning a Condominium Parcel.

(r) "Utility Services" means, but is not limited to, electric power, gas, water, heating, air conditioning, sewage, garbage disposal and trash removal.

5. CONDOMINIUM AND UNIT IDENTIFICATION. The Condominium Parcels and all other improvements constructed on the Condominium Property are set forth in detail in Exhibit "B", attached hereto and made a part hereof. Each Condominium Parcel is described in said plan in such manner, that there can be determined therefrom the identification, location, and dimensions of such Unit, as well as of the Common Elements appurtenant thereto. Each Condominium Parcel is identified by a number, letter, or name, or combination thereof, as shown on the plans attached hereto as Exhibit "B" and made a part hereof, so that no unit bears the same designation as does any other unit.

6. EASEMENTS. Each of the following easements is a covenant running with the land of the Condominium, for the benefit of all Condominium Parcel Owners, their respective mortgagees, pledgees, heirs, personal representatives, successors and assigns, to-wit:

(a) Utilities. An easement shall exist for Utility Services as may be required in order to adequately serve the Condominium Property and the lands described on Exhibits "F" and "H"; provided, however, that easements through a Unit shall be only according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner. Any portion of the Common Elements including end walls and outside walls of Units may be used for housing electric meters, meter closets, meter rooms, water meters, hose bibs, and other electrical and water meters and boxes that may be necessary to any Unit within the Condominium.

(b) Traffic. An easement for ingress and egress shall exist for pedestrian traffic over, through, across and upon streets, sidewalks, paths, walks, lawns, lakes, halls, lobbies, and other portions of the Common Elements as may be from time to time intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners, Institutional Mortgagees, and Owners of the land described on Exhibits "F" and "H" and their mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns; provided, however, nothing herein shall be construed to give or create in any person the right to park automobiles, trailers, mobile homes, campers or any other vehicles upon any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for such parking purposes.

(c) Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Element, or upon any other Unit, by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner or Declarant, then an easement appurtenant to such encroaching Unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Condominium Association or the Declarant, then an easement appurtenant to such Common Element to the extent of such encroachment shall exist so long as such encroachment shall exist.

ORB 5943 Pg 266

(d) Support. The Declarant and Condominium Association hereby grant to each other, their heirs, executors, successors, assigns and mortgagees and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.

(e) Ingress and Egress. A nonexclusive easement for ingress and egress over, through, across and upon the streets, walks and other rights-of-way serving the Units in the Condominium, as part of the Common Elements, as is necessary or required so as to provide reasonable access to the public ways adjacent to the Condominium Property.

7. COMMON ELEMENTS. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in Section 718.108 of the Condominium Act, the following items:

(a) Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(b) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

(c) Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over Condominium Units or any of them.

(d) Common Elements, as the term is used herein, shall mean and comprise all of the real property, other than the Units and Limited Common Elements as the same are defined herein, all of which are more particularly described and set forth in Exhibit "B". Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of Utility Services to Units and Common Elements and easements of support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such Units.

(e) Each Unit's undivided share in the Common Surplus.

8. OWNERSHIP OF COMMON ELEMENTS AND RESTRICTIONS THERETO. The Owner of each Unit shall own a share and certain interest in the Condominium Property which are appurtenant to his Unit, which include, but are not limited to, the following items which are appurtenant to the several Units, as indicated.

(a) Common Elements. The undivided shares, stated as percentages of the Common Elements appurtenant to each of the Condominium Units is set forth on Exhibit "C" attached hereto and made a part hereof by reference.

(b) Association. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

(c) Common Surplus. Each Unit Owner shall own any Common Surplus of this Condominium in the same percentage as the Common Elements appurtenant to each Unit are shared as set forth in Exhibit "C". However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as Common Surplus shall constitute



ORB 594.3 Pg 267

advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payment during the fiscal year.

9. COMMON EXPENSES. The common expenses of the Condominium shall be shared by the Unit Owners as specified and set forth in Exhibit "C". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the various Condominium Units, their locations, or the building square footage included in each Condominium Unit. Notwithstanding the foregoing, it is understood that the Condominium Association may pool and commingle Common Expenses and Assessments.

10. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be the Isles Of Boca Condominium, Section II Association, Inc. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D" and made a part hereof and a copy of the Bylaws of the Association are attached hereto as Exhibit "E" and made a part hereof.

The Condominium Association shall be a member of Isles of Boca Homeowners Association, Inc., pursuant to the Declaration of Protective Covenants and Restrictions of Isles Of Boca.

An Owner or Owners of a single Condominium Parcel shall collectively be entitled to one (1) vote in the Condominium Association, which vote shall be cast by the voting member. The foregoing shall include the Declarant who shall be deemed to be the owner of each unsold unit and therefore, the Declarant shall be entitled to one (1) vote for each Unit owned by the Declarant. If a Unit is Owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Condominium Association. If a Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation, or if another entity, then by the authorized officer or agent of said entity, and filed with the Secretary of the Condominium Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

A person or entity owning more than one (1) Condominium Parcel may be designated as a voting member for each such Condominium Parcel which it or he owns. The Declarant shall be deemed an Owner and voting member of and for each unsold Condominium Parcel. Failure by all Owners of any single Condominium Parcel to file the aforementioned written statement with the Secretary prior to a members' meeting will result in depriving such Owners of a single Condominium Parcel of a vote at such meeting; provided, however, during such time as the Declarant shall be deemed an owner and voting member of and for any unsold Condominium Unit, it shall not be required to file the aforementioned written statement with the Secretary prior to a members' meeting.

All the affairs, policy, regulations and property of the Condominium Association shall be controlled and governed by the Board of Directors of the Condominium Association, consisting of voting members.

The Condominium Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set

ORB 5943 Pg 268

forth in this Declaration, the Bylaws, and the Articles of Incorporation of the Association, and as the same may be amended, and shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(a) The irrevocable right to have access to each Unit from time to time during reasonable hours or at anytime in the event of an emergency, as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit.

(b) The duty to maintain accounting records according to good accounting practices which shall be open to inspection by Unit Owners at all reasonable business hours.

(c) Subject to the provisions of Sections 718.302 and 718.3025 of Florida Statutes (1987), as amended, the power to enter into contracts with others for a valuable consideration, for vending machines and for the maintenance and management of the subject Condominium Property, including the normal maintenance and repairs of the Common Elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting Assessments, perfecting liens for nonpayment, etc. The Condominium Association may enter into service and maintenance contracts and may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, planting, repairing and replacement of the Common elements, but shall not relieve the Unit Owners from his personal responsibility to maintain and preserve the interior surface of his Condominium Unit and to paint, clean, decorate, maintain and repair the individual Condominium Unit. Each Unit Owner, his heirs, personal representatives, successors, and assigns, shall be bound by any such management agreement or amendments or revisions thereof, to the same extent and effect as if he had executed such management agreement for the purposes therein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Condominium Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

(d) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit owners, all of whom shall be subject to such rules and regulations.

(e) The power to make and collect Assessments assessed by the Condominium Association and collect from Unit Owners all assessments assessed by the Isles of Boca Homeowners Association, Inc. in accordance with the Declaration of Protective Covenants and Restrictions and the Exhibits thereto and arranging for the payment of such assessments to the Isles of Boca Homeowners Association, Inc.

(f) The power to lease, maintain, repair and replace the Common Elements.

(g) The power to purchase Condominium Units in the Condominium and to acquire and hold, lease, mortgage and convey them.

ORB 5943 Pg 269

(h) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.

(i) To modify or move any easement for ingress and egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property; provided, however, the foregoing shall not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners, without their consent or approval as required by law or by the instrument creating the easement.

11. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

(a) By the Association. The Association shall maintain, repair and replace at the Association's own expense:

(i) All Common Elements.

(ii) All portions of the Units (except interior wall surfaces) contributing to the support of the buildings, which portions shall include, but not be limited to, the outside walls of the buildings, and loadbearing columns.

(iii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the buildings or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.

(iv) All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Condominium Unit Owner. The responsibility of the Unit Owner shall be as follows:

(i) To maintain, repair and replace at his expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit, sliding glass doors and plate glass. All such maintenance, repairs and replacement shall be done without disturbing the rights of other Unit Owners.

(ii) To maintain, repair and replace at his own expense his individual air conditioning and heating system inside and outside his individual Condominium Unit.

(iii) Within the Unit to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his Condominium Unit.

(iv) Not to paint, or otherwise decorate or change the appearance of any portion of the exterior of the building, including the terraces, balconies, sun decks, loggias, carports, railings, shutters, stairways or any stucco portion of the Unit or the color and design of the framing and screening thereof.

ORB 5943 Pg 270

(v) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(vi) No Unit Owner other than the Declarant shall make any alterations in the portions of the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the buildings or impair any easement without first obtaining approval from the Board of Directors of the Association.

(c) Alteration and Improvement. Unless otherwise required by Florida Statute 718.403, 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 voting members casting not less than seventy-five percent (75%) of the total votes of the members of the Condominium Association present at any regular or special meeting of the Unit Owners called for that purpose. The cost of the foregoing shall be assessed as Common Expenses of this Condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefiting, and the Assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the Unit Owners exclusively or substantially exclusively benefiting therefrom, and where said Unit Owners are ten (10) or less, the approval of all but one shall be required.

(d) Enforcement of Maintenance. In the event a Unit Owner fails to maintain his Unit as required above, the Association, Declarant, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. After such Assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of this Paragraph, the Declarant and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner.

12. ASSESSMENTS AND CONDOMINIUM WORKING CAPITAL. At the time the Declarant sells and closes a Condominium Unit to a purchaser (the purchaser thereby becoming a Unit Owner of this Condominium), the purchaser(s) shall deposit an amount equal to two (2) times purchaser's monthly Assessment for Common Expenses, said sum to be deposited with the Condominium Working Capital fund for the purpose of initial maintenance, reserve, initial and nonrecurring items, capital expenses, permits, licenses and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration, which may be referred to as "Condominium Working Capital". If Declarant has paid any of

ORB 5943 Pg 271

the foregoing expenses or items, then any such expense or item shall be paid to or reimbursed to the Declarant from the Condominium Working Capital fund, except that such disbursements for the reimbursement of the Declarant may not be made or accrued during the Guarantee Period which shall be from the Closing of the sale of the first Unit through the date Unit Owners other than the Developer elect a majority of the Board of Directors of the Association (the "Turnover Date"). All working capital contributions made during the Guarantee Period will be maintained and delivered in total to the Condominium Association on the Turnover Date. The Condominium Working Capital fund may not be commingled by the Association with any of its other funds during the Guarantee Period.

The commencement of payment of Common Expenses by Unit Owners shall be on the first day of the month following the month in which the first Condominium Unit is conveyed by the Declarant to a bona fide purchaser. After the commencement date of payment of monthly Common Expenses, in the event there are unsold Units, the Declarant retains the right to be the Owner of said unsold Units; however, for such time as the Declarant continues to be a Unit Owner, but not exceeding the Guarantee Period, Declarant shall not be required to pay monthly Common Expenses. During that period Declarant hereby guarantees to each Unit Owner that the Assessment for Common Expenses imposed upon each Unit Owner shall not increase over the \$16.00 per month per A or A Reverse Unit, \$21.00 per month per B or B Reverse Unit, \$22.00 per month per C, C Reverse Unit, \$33.00 per month per D or D Reverse Unit.

The Declarant shall be required to contribute only such sums to the Common Expenses of the Condominium (other than those Operating Expenses which are properly the subject of a Special Assessment) as incurred and required during that period which have not been produced by Assessments at the guaranteed level receivable from other Unit Owners, as may be required for the Condominium Association to maintain the Condominium. Subject to the guarantee by Declarant as aforesaid, the Declarant shall not be required to contribute to the Common Expenses as to the Units owned by it in any amount exceeding the obligation for such Unit as specified and set forth in this Declaration and Exhibits attached hereto. Commencing on the expiration of the period of the guaranteed level of Assessments as aforesaid, Declarant shall contribute to the Common Expenses, as to the Units owned by it, in the same manner as all other Unit Owners. Notwithstanding the foregoing, in the event the Declarant is the Owner of Condominium Units during the guaranteed period as aforesaid, and if such unit is leased and occupied by a third party, then the maintenance of said Unit shall be contributed and borne by the Declarant as all other Unit Owners.

The provisions of this Paragraph 12 are paramount to and superior to the provisions of Paragraph 9 and 13 of this Declaration as to the matters set forth in this paragraph.

**13. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTION.** Common Expenses shall be assessed by the Association against each Condominium Parcel as provided in paragraph 9 above. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of fifteen percent (15%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 may be due and payable.

The Board of Directors of the Association may take such action as they deem necessary to collect Assessments, by personal action or by enforcing and foreclosing the lien hereinafter provided and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fee, incurred in the collection of such Assessments or enforcement of such lien. In any lien foreclosure,

ORB 5943 Ps 272

the Unit Owner may be required to pay a reasonable rental for continued occupancy or use of the Condominium Parcel, and the plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien and to apply against said bid sums due the Condominium Association for Assessments, interest and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an Assessment, the lien for Assessment shall be subordinate and inferior to any recorded Institutional First Mortgage regardless of when said Assessment was due, unless the Assessment is secured by a claim of lien for Assessments that are recorded prior to the recording of the Institutional First Mortgage, but not to any other mortgage. The Association shall maintain a register of Institutional Mortgagees and shall give such mortgagees notice, in writing, of all notices given by the Association to the Owner of such Condominium Unit encumbered by such Institutional Mortgage.

If the mortgagee of an Institutional Mortgage of record, or the Declarant or any other purchaser or purchasers of a Condominium Parcel obtains title to the Condominium Parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, unless the share is secured by a claim of lien for Assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid shares of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from all of the Owners of Condominium Units in the Condominium, including such acquirer and his successors and assigns. It is understood that such acquirer shall be liable for his share of Common Expenses or Assessments attributable to his Condominium Parcel from the date of acquiring title to said Condominium Parcel.

In furtherance of said grant of authority to the Association to make, levy, and collect Assessments to pay the costs and expenses for the operation, maintenance and management of the Condominium, the following provisions shall be operative and binding upon the Owners of all Condominium Units, to-wit:

(a) The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forth coming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an Assessment each year. As a Common Expense of the Association, there shall be included the cost of maintaining leaseholds, easements, memberships, and other possessory use or fee interests in the lands or facilities, including, but not limited to, country clubs, tennis and other recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Unit Owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. The annual budget shall be established, adopted, and amended in accordance with and pursuant to the Association's Bylaws and copies of said budget shall be delivered to each Unit Owner;

ORB 5943 Pg 273

provided, however, the delivery or nondelivery of a copy of said budget to each Owner shall not affect the liability of any Owner for payment of any Assessment(s) thereunder. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional Assessment or Assessments as it may deem to be necessary.

(b) The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Condominium, shall include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for which the deferred maintenance expense or replacement cost is greater than \$10,000.00, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of Common Elements, as well as the replacement of personal property which may constitute a portion of same held for the joint use and benefit of all of the Owners of all Condominium Parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of Common Elements. Provided however, the members of the Association may, by a vote of the majority of the members present at a duly called meeting of the Association, determine for a fiscal year to provide no reserves or reserves less adequate than required by this sub-paragraph.

(c) The Board of Directors of the Association, in establishing said annual budget for operation, management and maintenance of the Condominium, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of inadequate liquidity when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners, as a result of emergencies or for other reasons, placing financial stress upon the Association.

(d) All monies collected by the Association shall be treated as separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and Bylaws of said Association, and as monies for any Assessment are paid to the Association by any Unit Owner, the same may be commingled with monies paid to said Association by other Unit Owners. Although all funds and Common Surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his Condominium Parcel. When the Owner of a Condominium Parcel shall cease to be a member of the Association by reason of his divestment of ownership of such Condominium Parcel, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Unit Owner, as all monies which any Unit Owner has paid to the Association shall be and constitute an asset of said Association which may be used in the operation and management of the Condominium.

ORB 5943 Pg 274

(e) The Owner or Owners of each Condominium Parcel, regardless of how title is acquired, including a purchaser at a judicial sale, shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all Assessments, regular or special, which may be levied by the Association while such party or parties are Owner or Owners of a Condominium Parcel in the Condominium. In the event that any Owner or Owners are in default in payment of any Assessment or installment thereof owed to the Association, such Owner or Owners of any Condominium Parcel shall be personally liable, jointly and severally, for interest on such delinquent Assessment or installment thereof as above provided, and for all costs of collecting such Assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

(f) No Owner of a Condominium Parcel may exempt himself from liability for any Assessment levied against such Owner and his Condominium Parcel by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Condominium Parcel, or in any other manner whatsoever.

(g) Recognizing that the necessity for providing proper operation and management of the Condominium entails the continuing payment of costs and expenses therefor, which results in benefit to all of the Owners of Condominium Parcels, and that the payment of such Common Expense represented by the Assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the Owner of each Condominium Parcel, the Association is hereby granted a lien upon each and every Condominium Parcel, which lien shall secure and does secure the monies due for all Assessments now or hereafter levied against the Owner of each Condominium Parcel, which lien shall also secure interest, if any, which may be due on the amount of any delinquent Assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon such Condominium Parcel. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to request the court award rental from the Owner of any Condominium Parcel from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Parcel, without notice to the Owner of said Condominium Parcel. The rental required to be paid shall be equal to the rental charged on comparable types of condominium units in Palm Beach County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances, which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of fifteen percent (15%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any Condominium Parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Parcel expressly subject to such lien rights.

Notwithstanding anything to the contrary contained in the foregoing, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its



ORB 594.3 Pg 275

lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If, after diligent search and inquiry, the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a notice of contest of lien as provided hereinbelow. The notice requirements of this paragraph shall not apply if an action to foreclose a mortgage on the condominium unit is pending before any court, if the Association's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the unit owner.

(h) The payment of any Assessment or installment thereof due to the Association shall be in default if such Assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment.

(i) The lien granted unto the Association shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Condominium Parcel encumbered thereby, the name of the record owner, the amount due, and the date when due. The lien shall not continue for a period longer than one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. Such claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

(j) By recording a notice in substantially the following form, a Unit Owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his Condominium Parcel:

NOTICE OF CONTEST OF LIEN

TO: Isles Of Boca Condominium  
Association, Inc.

You are notified that the undersigned contests the claim of lien filed by you on \_\_\_\_\_, 19\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed: (Owner or Attorney)

ORR 5943 Pg 276

The clerk of the circuit court shall mail a copy of the recorded notice of contest to the lien claimant at the address shown in the claim of lien or most recent amendment to it, shall certify to the service on the face of the notice, and shall record the notice.

Service is complete upon mailing. After service, the Association has ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within the 90 day period, the lien is void.

(k) Whenever any Condominium Parcel is leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the Owner of such Condominium Parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Condominium Parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Condominium Parcel is to be leased, sold, or mortgaged at the time when payment of any Assessment against the Owner of said Condominium Parcel and such Condominium Parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent Assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the Owner of any Condominium Parcel who is responsible for payment of such delinquent Assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an Assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

(l) In any voluntary conveyance of a Condominium Parcel, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses made up to the time of transfer of title without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

(m) Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by the Association which shall prevent it thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

14. **INSURANCE.** The Board of Directors of the Association shall obtain the following insurance coverages:

(a) **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 Condo-

ORB 5943 Pg 277

minium and insuring the Association and the common Owners, as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$1,000,000.00 per occurrence for personal injury and/or property damage. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off premises employee coverages. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(b) Casualty Insurance. The Board of Directors of the Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, and such Flood Insurance as is available and/or which is required by Institutional Mortgagees pursuant to Federal regulations, insuring all of the insurable improvements within the Condominium, including real and personal property owned by the Association, and fixtures, installations or additions comprising that part of the Condominium buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Units initially installed or replacements thereof, in accordance with the original plans and specifications, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to maximum insurable replacement value, as determined annually by the Board of Directors of the Association.

The company or companies with whom the Association shall place its insurance coverage, as provided in the Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium Unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness on Units in the Condominium, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

(i) Loss Payable Provisions Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof.

Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to a bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which bank is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in

ORB 5943 Pg 278

trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, (sometimes collectively referred to hereinafter as "Beneficial Owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(A) Common Elements: Proceeds on account of damage to Common Elements an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(B) Condominium Units: Proceeds on account of Condominium Units shall be in the following undivided shares:

(1) Partial Destruction, when Units are to be repaired and restored for the Owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(2) Total Destruction of the Condominium Property or where "very substantial" damage occurs and the Condominium Property is not to be restored, as provided hereinafter in this Article for the Owners of all Condominium Units, each Owner's share being in proportion to his share in the Common Elements appurtenant to his Condominium Unit.

(C) Mortgagees: In the event an Institutional Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(ii) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(A) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(B) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. Said remittance shall be made solely to an Institu-

ORB 5943 Pg 279

tional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner elsewhere stated.

(C) Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such a certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

(iii) Loss Within a Single Unit: If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the Beneficial Unit Owner(s), remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

(iv) Loss Less than "Very Substantial": Where loss or damage occurs to more than one (1) Unit, or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(A) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(B) If the damage or loss is limited to the Common Elements, with no, or minimal damage or loss to any individual Unit, and if such damage or loss to the Common Elements is less than \$5,000.00, 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.

(C) If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as the Common Elements, or if the damage is limited to the Common Elements alone, but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an Institutional Mortgagee, the

ORB 5943 Pg 280

written approval shall also be required of the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. As such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a Unit, then this right of approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness on Units in the Condominium. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said Mortgagee.

(D) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(E) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owners share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and against the individual Unit Owner for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Directors find that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific, individually damaged, Unit(s), then the Board of Directors shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the premises.

(v) "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three fourths (3/4) or more of the total unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance

ORB 5943 Pg 281

coverage (placed as per Paragraph 14 (b)) becomes payable. Should such "very substantial" damage occur, then:

(A) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(B) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with respect to the abandonment of the Condominium, subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof, so that no special Assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium, in which case the Condominium Property shall be removed from the provisions of the law, in accordance with Section 718.117 of the Condominium Act.

(2) If the net insurance proceeds available for restoration and repair are not sufficient to cover the cost thereof, so that a special assessment will be required, then if two-thirds (2/3) of the Unit Owners of the Condominium vote against such special assessment and to abandon the Condominium, it shall be so abandoned and the Condominium Property removed from the provisions of the law, in accordance with Section 718.117 of the Condominium Act. In the event two-thirds (2/3) of the Unit Owners of the Condominium do not vote against such special assessment, then the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 14.(b)(iv)(C) and (D) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 14.(b)(iv)(C) above.

(C) In the event any dispute shall arise as to whether or not "very 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.

(vi) Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve,

ORR 5943 Pg 282

or wholly or partly distributed, at the discretion of the Board of Directors, unless the Institutional Mortgagee holding and owning the first recorded mortgage encumbering a Condominium Unit within the Condominium requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the Beneficial Owners of the fund in the manner elsewhere stated.

(vii) Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(viii) Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original buildings, or as the buildings were last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations, or rebuilding.

(ix) Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

(c) A workmen's compensation policy shall be purchased to meet the requirements of law.

(d) Such other insurance and special endorsements when it can be obtained including but not limited to Agreed Amount and Inflation Guard Endorsement, Construction Code Endorsements where applicable, Steam Boiler Coverage Endorsement, and Special Condominium Endorsement as the Board of Directors of the Association shall determine from time to time to be desirable shall be obtained by the Association.

(e) Each individual Unit Owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph (f) hereinafter.

(f) If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waive its right of subrogation as to any claims against the Unit Owners, the Association, and their respective servants, agents, and guests.

(g) In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend, as permitted by law.



ORB 5943 Pg 283

(h) A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners, Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage on a Condominium Parcel at reasonable times.

(i) Premiums for the payment of all insurance which the Association shall obtain pursuant to the provisions of this Paragraph 14 shall be paid by the Association and charged as a Common Expense.

(j) Fidelity Coverage. The Association shall obtain fidelity coverage against dishonest acts on the part of the directors, officers, managers, trustees, employees or volunteers responsible for the control, handling and disbursement of the funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured, and shall be written in an amount of not less than the greater of either (1) the sum of three (3) months Assessments on all Condominium Units in the Condominium plus the total amount allocated for Reserves (as such Reserves are established by the Condominium Association Budget) or (2) \$10,000.00. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added to the policy if the policy would not otherwise cover volunteers.

15. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration and the Declaration of Protective Covenants and Restrictions for Isles of Boca, every Condominium Parcel Owner shall:

(a) Not use or permit the use of his Unit for any purpose other than as a family residence and maintain his Unit in a clean and sanitary manner.

(b) Not keep pets or other animals in his Unit or within the Common Elements unless prior written approval of the Board of Directors of the Association or the Declarant is obtained. It is the intent of the Declarant and the Association that said written approval will not be withheld for small dogs and cats. In the event written approval as aforescribed is obtained by the Unit Owner, then and in such an event the Unit Owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be a nuisance or disturbance of any kind or nature. In the event written approval as aforescribed is obtained, then and in such an event such approval will be subject to the Rules and Regulations established from time to time by the Association.

(c) Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

(d) Conform to and abide by the Bylaws and uniform Rules and Regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through, or under him, do likewise.

(e) Allow the Board of Directors and/or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, or replacement of Improvements within Units or the Common Elements, or in case

ORB 5943 Pg 284

of emergency threatening Units or the Common Elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the Bylaws of the Association.

(f) No "Sold" or "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the Common Elements, recreational facilities or Units. The right is reserved to the Declarant to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied Units it may from time to time own. The same right is reserved to any Institutional Mortgagee which may become the Owner of a Unit and to the Association as to any Unit which it may own.

(g) Not make or cause any structural alterations to and in any of the buildings, including, but not limited to, enclosing or screening of a terrace, patio, balcony, or sun deck of any Unit, or removal of any additions or improvements or fixtures from any of the buildings, or do any act that will impair the structural soundness of any of the buildings, without first obtaining the prior written consent of the Declarant or the Association.

(h) Make no repairs to any plumbing or electrical wiring or air conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the Common Elements. All repairs, maintenance and replacement of air conditioning and heating systems regardless of location shall be the responsibility of the Unit Owner involved in such repair or replacement.

(i) Not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows, or doors or displayed in such a manner as to be seen from the outside of any of the buildings.

(j) Not permit to be constructed or built any additional windows, walls, doors, terraces, patios, balconies, sun decks, or walkways, on or to his Unit without first obtaining the prior written consent of the Declarant or the Association.

(k) Provided, however, that until the Declarant has completed and sold all the Units in the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements in this Condominium and the sale of the Units. The Declarant (or its duly authorized agents or assigns) may make such uses of the unsold Units and the common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Declarant may use unsold Units as model units or as sales offices for display purposes to prospective condominium purchasers. The Declarant shall have the right to use guest parking spaces for prospective purchasers and such other parties as Declarant determines.

16. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In an effort to provide a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner, other than the Declarant, shall be subject to the following provisions:

ORB 5943 Pg 285

(a) Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any Condominium Parcel to any person other than transferer's spouse, the Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove a proposed sale, within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance or transfer, he shall thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the Secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the Owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the Owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice received no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer, on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all his right, title and interest to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a Condominium Parcel to certain persons shall be conclusive evidence of such fact, and from

ORB 5943 Pg 286

the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions thereof which constitute conditions precedent to a subsequent sale or transfer of a Condominium Parcel have been complied with, and that the sale or transfer of a particular Condominium Parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such Condominium Parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such person(s) was made at the price, terms, and date stated in the notice given to the Secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

(b) Rental or Lease: A Condominium Parcel shall not be leased or rented without the prior written approval of the Association. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

Independent of and in addition to the Association's right to pass on and approve or disapprove any such attempted lease on any Condominium Unit, it is the right of the Association hereby given and granted of first refusal to lease any Condominium Unit offered for lease by any member of the Association. Accordingly, no Owner of a Condominium Unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said Condominium Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Condominium Unit may have received for the lease of his said Condominium Unit. If the Association is desirous of exercising its option to lease said Condominium Unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the Owner of said Condominium Unit desiring to lease the same of the exercise by the Association of its election to so lease said Condominium Unit, such notice to be in writing, and sent by certified mail to said Owner within fifteen (15) days from receipt by the Association of the Owner's notice to said Association as hereinabove required. If the Association has elected to lease such Condominium Unit, then upon notifying the Owner of such Condominium Unit of its election to lease said Condominium Unit, the Association shall execute a lease and shall consummate said lease, all on the same terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the Owner, exercise its right of first refusal herein granted, the Owner may lease the Condominium Unit to the proposed lessee, provided that the Association has approved the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any Condominium Unit to

ORB 5943 Pg 287

be exercised in its name for itself or for a party approved by the Board of Directors.

(c) If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the Condominium Parcel.

(d) In the case of the death of the Owner of a Condominium Parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Condominium Parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the Condominium Parcel, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of his Condominium Parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Parcel, or under the laws of descent and distribution of the State of Florida the Condominium Parcel descends to some person or persons other than his surviving spouse or members of family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the Condominium Parcel. If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Condominium Parcel, subject to the provisions of this enabling Declaration and the Articles of Incorporation and Bylaws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash the said Condominium Parcel at the then fair market value thereof. In the event the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Palm Beach County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be charged to and paid by the Association. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said Condominium Parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or such person or persons or the legal representative of the deceased Owner may sell the said Condominium Parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the Bylaws of the Association.

(e) No Owner may mortgage his Condominium Parcel or any interest therein without the approval of the Association, except to an Institutional Mortgagee. The approval of any other mortgagee may be granted upon conditions as may be determined by the Association or may be arbitrarily withheld.

(f) Any sale, mortgage, or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved and ratified by the Association.

ORB 5943 Pg 288

(g) There shall be deposited and delivered to the Association, simultaneously with the giving of notice of intention to sell, lease, or sublease, or of transfer, gift, devise or inheritance, a fee in the amount of Fifty Dollars (\$50.00), or such greater fee as may be provided by the Florida Condominium Act, as amended from time to time. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for same. No charges shall be made in connection with an extension or renewal of a lease or sublease.

(h) The foregoing provisions of this Paragraph 16 shall not apply to a transfer by a Unit Owner to his or her spouse or (if a Unit is owned by a form of co-tenancy) to transfer from one Co-Tenant to the other Co-Tenant(s).

(i) The Board of Directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise, or otherwise in the event those prospective unit owners or lessees by being such a unit owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or the Exhibits hereto.

(j) The foregoing provisions of this Paragraph 16 shall not apply to a transfer to or purchase by any Institutional Mortgagee that acquires its title as a result of owning a lien or mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors, or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by any Institutional Mortgagee that so acquires its title. The assignee of a mortgage originally taken by an Institutional Mortgagee shall enjoy the same rights, immunities, and privileges as are herein granted to said Institutional Mortgagee. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Declarant, or any person who is an officer, stockholder or Director of the Declarant, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Paragraph 16, and without the approval of the Association, and without payment of any credit reporting fee.

(k) Notwithstanding anything herein to the contrary, the Declarant shall have the right of first refusal to purchase any Unit which the Association or its members shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Declarant shall have completed, sold and closed on the sale of all units in the Condominium or until three (3) years after the recording of this Declaration, whichever shall first occur.

17. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a Condominium Parcel must include all elements thereof as aforedescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the Condominium Parcel Owner's share in the Common Elements, the Unit, and his Association and Homeowners Association membership. Recognizing that the proper use of a Condominium Parcel by any Owner or Owners is dependent upon the use and enjoyment of the Common Elements in common with the Owners of all other Condominium Units, and that it is in the interest of all Owners of Condominium Parcels that the

DRB 5943 Pg 289

ownership of the Common Elements be retained in common by the Owners of Condominium Parcels in the Condominium, it is declared that the percentage of the undivided interest in the Common Elements appurtenant to each Condominium Parcel shall remain undivided and no Unit Owner shall bring any action for partition or division.

18. DECLARANT'S TENANTS. It is understood and agreed by all parties hereto and all Unit Owners that certain Units may be occupied by tenants of the Declarant under certain lease agreements heretofore or hereafter consummated and agreed upon. Any such tenants of Declarant shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a nonexclusive basis all common elements of the Condominium and the recreational facilities owned by the Homeowners Association without any cost or expense, except as may be provided under their lease agreement with the Declarant.

19. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents, rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the Bylaws, and/or the Rules and Regulations adopted pursuant thereto, the Declaration of Protective Covenants and Restrictions for Isles Of Boca and the Exhibits thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the Unit Owner complies with his said obligation, then and in such event the Unit Owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

20. NO WAIVER OF RIGHTS. The failure of the Declarant, or the Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, the Rules and Regulations adopted pursuant thereto, or the Exhibits hereto shall not constitute a waiver of the right to do so thereafter.

21. ASSIGNABILITY OF RIGHTS OF DECLARANT. The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Declarant are freely assignable, in whole or in part, by the Declarant to any party who may be hereafter designated by the Declarant to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Declarant and/or exercised by the successor or successors in interest of the Declarant and/or the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Declarant.

22. TYPE OF OWNERSHIP. Ownership of a residential Condominium Parcel shall be by warranty deed from the Declarant conveying fee simple title to each Condominium Unit and the undivided share in all other improvements appurtenant to such Unit. There shall be included in each Unit the undivided share in the Common Elements as aforedescribed.

23. AMENDMENTS. Except as otherwise provided by Florida Condominium Law pursuant to Chapter 718 and as otherwise stated in this Declaration, the Bylaws, and Articles of the Association, this Declaration of Condominium and the Articles and Bylaws of the Association may be amended in the following manner:

ORB 5943 Pg 290

(a) No provision shall be revised or amended by reference to its title or number only. Notice of any meeting to consider proposals to amend existing provisions shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of (document title). See provision . . . for present text. "

(b) A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise provided, in this Declaration, the Bylaws and Articles of Incorporation of the Association, such approvals must be either by:

(i) Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association, or

(ii) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association, or

(iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners 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.

Proviso Provided however:

(iv) That no amendment shall be made or be valid which shall in any manner impair the security of any Institutional Mortgagee having a mortgage or other lien against any Condominium Parcel.

(v) That no amendment shall be made increasing or decreasing a Unit Owner's percentage of ownership in the Common Elements as hereinabove stated, nor which would materially alter or modify the appurtenances to a Condominium Unit, or materially change the configuration of the perimetrical boundaries thereof, or change the proportion of the percentage by which the Owner of a Condominium Parcel shares the Common Expenses and/or owns the Common Surplus unless the Unit Owner or Unit Owners so affected and all record owners of liens shall join in the execution of the amendment; provided, however, nothing contained within this Declaration shall be construed as a limitation on the Declarant's right to adjust and alter any interior walls or partitions of a Unit or other interior configuration of a Unit which do not materially affect the size of the Unit or the configuration of the perimetrical boundaries of said Unit. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the Common Elements or sharing of the Common Expenses shall be conducted by secret ballot.



ORB 5943 Pg 291

(vi) No provisions of Paragraph 14 of this Declaration may be changed without the written consent and approval of ninety percent (90%) of all Institutional Mortgagees of record of this Condominium.

(vii) No amendment shall be made or be valid so long as the Declarant is the Owner of any Unit within the Condominium unless the approval of the Declarant is expressly noted thereon in writing.

(viii) No provisions of Paragraph 8(a) of this Declaration may be changed, altered or modified without the written consent and approval of all Unit Owners and their mortgagees.

(ix) Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Declarant may amend this Declaration as aforedescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Palm Beach County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the Exhibit containing said legal description or otherwise) in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit Owners, lienors, or mortgagees of Units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided for herein.

(x) Notwithstanding anything to the contrary contained in this Declaration, in the event because of a scrivener's error, all of the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in this Declaration so that the sum total of the shares of Common Elements and/or Common Expenses and/or of Common Surplus, as distributed herein, fail to equal one hundred percent (100%), then such error may be corrected by the filing of an Amendment to the Declaration executed by the Association and the Owners of the Units and owners of liens thereon for which modifications in the shares of Common Elements and/or Common Expenses and/or Common Surplus are being made. No other Unit Owners shall be required to join in or execute such an amendment. The Association's approval of the execution of said amendment shall be determined by a vote of not

ORB 5943 Pg 292

less than Sixty-Six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors.

(xi) Notwithstanding anything to the contrary contained in this Declaration, provided the property rights of Unit Owners are not materially adversely affected, a defect, omission, inconsistency or error in this Declaration of Condominium or in the Articles of Incorporation, By-Laws, or such other documentation required by law to establish the condominium form of ownership may be corrected by an amendment to the Declaration of Condominium or such other documentation as may be required by law, by the approval and execution of such amendment by the Association. The approval and adoption of such an amendment for the curing of defects, errors or omissions or the clarification of inconsistencies as aforesaid may be made by a vote of sixty-six and two thirds percent (66-2/3%) of the entire membership of the Board of Directors in the Association in lieu of, but not in limitation of the use of, the aforesaid methods of amendment in this Paragraph 23.

(c) A copy of each amendment shall be certified by the President or Vice-President and Secretary or Assistant Secretary or Treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida.

(d) Amendments to the Declaration or other condominium documentation for the enlargement of Common Elements as may be permitted by Florida Statutes shall be approved in accordance with the provisions of Paragraph 11(c).

24. **TERMINATION.** This Condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida Statutes, at any time. In addition thereto, when there has been some "very substantial" damage, as defined in Paragraph 14.(b)(x) hereof, this Condominium shall be subject to termination, as provided in said Paragraph 14.(b)(x).

In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of the said meeting by seventy-five percent (75%) of the total vote of the members of the Association, and all Institutional Mortgagees, then the Association shall have an option to purchase all of the Units of the other nonconsenting Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

(a) **Exercise of Option:** An agreement to purchase, executed by the Association and/or the record Owners of the Condominium Parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record Owners of the Condominium Parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which Units will be purchased by each participating Owner and/or the Association, and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) **Price:** The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as

ORB 5943 Ps 293

to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for Palm Beach County, Florida, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

(c) Payment: The purchase price shall be paid in cash.

(d) Closing: The sale shall be closed within sixty (60) days following the determination of the sale price.

25. APARTMENT UNIT BOUNDARIES: Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundaries: The horizontal plane of the undecorated finished ceiling.

(ii) Lower Boundaries: The horizontal plane of the undecorated finished floor.

(b) The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the Upper and Lower boundaries.

(c) Owners shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding their respective Units, nor shall Owners be deemed to own pipes, wires, conduits or other public utility lines running through Units which are utilized by or serve more than one (1) Unit. These items are hereby made a part of the Common Elements. However, an Owner shall be deemed to own the decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper of his Unit, windows, screens and door opening into or onto his Unit, sliding glass doors and plate glass.

26. RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES: So long as any Institutional Mortgagee shall hold any mortgage upon any Condominium Parcel, or shall be the owner of any Condominium Parcel, any such Institutional Mortgagee shall have the following rights, to-wit:

(a) To be furnished with at least one (1) copy of the of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of the Association, which notice shall conform to the requirements of Paragraph 23(a).

(c) To be given notice of default by any member owning any Condominium Parcel encumbered by a mortgage held by any Institutional Mortgagee, such notice to be given in writing and to be sent to the principal office of any such Institutional Mortgagee, or to the place which it or they may designate in writing to the Association.

ORB 5943 Pg 294

(d) To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor for the purpose of maintaining on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof, or the Board of Directors of the Association may designate any Institutional Mortgagee interested in the Condominium to act in such capacity.

(e) Whenever any Institutional Mortgagee desires the provisions of this Paragraph to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional Mortgagee holds any mortgage or mortgages, or identifying any Condominium Parcel owned by them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Mortgagee.

(f) Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, then said Institutional Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate then available, said mortgagee shall be subrogated to the Assessment and lien rights of the Association as against individual Unit Owners for the payment of such items of Common Expense.

(g) If two (2) or more Institutional Mortgagees hold any mortgage or mortgages upon any Condominium Parcel or Condominium Parcels, and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, and the decision of such Institutional Mortgagee shall be controlling.

(h) In the event of a default under the Declaration of Protective Covenants and Restrictions for Isles of Boca, any Institutional Mortgagee shall have the right to advance to the Association any and all sums as may be required to cure said default, whereupon the Institutional Mortgagee advancing said funds shall be subrogated to the rights of the party receiving such payment to the extent thereof.

(i) To be given notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage and of any lapse, cancella-

ORB 5943 Pg 295

tion, or material modification of any insurance policy or fidelity bond maintained by the Association.

27. COVENANT RUNNING WITH THE LAND: All provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the Declaration of Protective Covenants and Restrictions for Isles of Boca and the Exhibits thereof shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Condominium Property and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, and the Declaration of Protective Covenants and Restrictions for Isles of Boca and the Exhibits thereto, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws, Rules and Regulations of the Association, and the Declaration of Protective Covenants and Restrictions for Isles of Boca and the Exhibits thereto, are adopted and ratified by such Unit Owners, tenant or occupant.

28. RESTRICTIONS AND EASEMENTS: The real property submitted to condominium ownership herewith is subject to conditions, limitations, dedications, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service, for the United States Post Office authorities, easements for Utility Service and drainage now existing or hereafter granted by the Declarant for the benefit of such persons as the Declarant designates, and the said Declarant 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 Declarant 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 easement not structurally weakening the building improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members.

This Condominium is a multi-phase condominium project and, accordingly, licenses, easements and/or rights of way established by Declarant or the Association either prior to the date of recording of this Declaration or subsequent thereto or as included herein for pedestrian and vehicular traffic or for the United States Post Office authorities or for utility easements, services or drainage shall be not only for the use of Unit Owners in this Condominium but also for the use and benefit of Unit Owners and owners of the land described on Exhibits "F" and "H" attached hereto and incorporated herein by this reference, their mortgagees, heirs, personal representatives, successors, nominees and assigns.

It is understood that certain portions of the Committed Property may, from time to time, be set aside and designated for use as an interior private road system, pedestrian walkways, automobile

ORB 5943 Pg 296

parking areas, recreation areas and landscaped areas for the common use and benefit of all Unit Owners or tenants or other parties. It is the intention of this Declaration that the portions of the Common Elements of this Condominium which must be utilized for the above described purposes of this Paragraph 28 be subject to the various easements created by this Declaration and all Exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right of way, not deemed to be created as aforesaid shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right of way was originally granted the benefit of said easement or license or right of way.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall constitute a covenant running with the Land of the Condominium, and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Declarant and/or the Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

29. **INVALIDATION AND OPERATION:** The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidation of any portion of any provision contained in a conveyance of a Condominium Parcel, whether by judgment, court order, or statute, shall not affect any of the other provisions, or the provisions of this Declaration, all of which shall remain in full force and effect.

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

30. **APPROVAL AND RATIFICATION:** The Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium Unit Owners, by virtue of their acceptance of the deed of conveyance as to their Condominium Parcel, and other parties by virtue of their occupancy of Units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached together with the Declaration of Protective Covenants and Restrictions for Isles Of Boca and the Exhibits thereof.

31. **WARRANTIES:** THE DECLARANT DOES NOT WARRANT TO THE ASSOCIATION OR TO THE UNIT OWNERS OF THE CONDOMINIUM THE CONSTRUCTION OF, OR ANY PART OF, THE CONDOMINIUM PROPERTY, COMMON ELEMENTS OR UNITS, SAVE AND EXCEPT ANY EXPRESS WRITTEN WARRANTIES DELIVERED BY THE DECLARANT TO UNIT OWNERS AND/OR WARRANTIES PROVIDED FOR UNDER THE CONDOMINIUM ACT; AND ANY AND ALL EXPRESS AND/OR IMPLIED

ORB 5943 Pg 297

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR USE ARE HEREBY SPECIFICALLY AND EXPRESSLY DISCLAIMED. DECLARANT FURTHER DISCLAIMS ANY INTENT TO HAVE MADE ANY WARRANTY OR REPRESENTATION IN CONNECTION WITH THE CONDOMINIUM DOCUMENTS AND DISCLOSURE MATERIAL EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND THEREIN, AND NO PERSON SHALL RELY UPON ANY WARRANTY OR REPRESENTATION NOT SO SPECIFICALLY AND EXPRESSLY MADE HEREIN OR BY ANY OTHER DOCUMENT REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED TO A UNIT BUYER. 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 AND EXPRESSLY WARRANTED OR GUARANTEED IN WRITING.

**32. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENTAL AUTHORITIES:** The Declarant's plan for the development of this Condominium may require from time to time the execution of certain documents required by the applicable governmental authorities having jurisdiction over the Condominium and matters relating thereto. To the extent that said documents require the joinder of any or all property Owners in this Condominium each of said Owners, by virtue of his acceptance of a Warranty Deed to his Condominium Unit, does irrevocably give and grant to the Declarant, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

**33. DECLARANT'S RIGHT TO CONTINUE CONSTRUCTION:** Declarant reserves the inalienable right to complete the construction of the Condominium and each Phase thereof, notwithstanding that a Unit Owner has closed title to his individual Unit.

**34. NOTICES:** Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail, return receipt requested, at their place of residence in the Condominium, unless the Unit Owner has, by written notice duly receipted for, specified a different address. Notices to both the Association and the Declarant shall be delivered by certified mail, return receipt requested, at the primary office of the Association and Declarant at 999 Brickell Avenue, Miami, Florida 33131. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

**35. INTERPRETATION:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same, to-wit: Chapter 718 of the Florida Statutes.

**36. SALES ACTIVITY AND DECLARANT'S RIGHTS:** That until the Declarant has completed and sold all the Units of the Condominium and/or in the project, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and sale of Units. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Units and the common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Declarant may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Declarant shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Declarant determines. The sales office, personal property, model furnishings, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of the Declarant.

ORB 5943 Pg 298

37. LIMITED COMMON ELEMENTS: The entry walkways and driveways appurtenant to each Building as shown on Exhibits "B", "G" and "I" hereto are Limited Common Elements usable only by appurtenant Unit Owners. Those portions of the air conditioning and heating system which service only one Unit, whether located inside or outside the Unit, are deemed Limited Common Elements of the Unit they serve. Those portions of the Common Elements reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are deemed Limited Common Elements. Any expense for the maintenance, repair or replacement relating to Limited Common Elements shall be treated as and paid for as part of the Common Expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by negligence or misuse by a Unit Owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to repair such damage if the Unit Owner fails to repair the damage a reasonable time after written demand. The Association shall have the right to collect the costs of such repair, including reasonable attorneys' fees, by an action at law or in equity. A Unit Owner shall have the right to the exclusive use of his Limited Common Elements, including planter or stairway or entryway. The storage rooms contained in the stairways shall be deemed to be appurtenant to the Unit serviced by the stairway and the Unit immediately below the Unit serviced by the stairway. The use of storage rooms shall be as amicably apportioned by the Unit Owners whose Units are appurtenant to the storage room. Provided however, if the Unit Owners entitled to use a storage room cannot amicably apportion the use of said storage room, upon request of either Unit Owner, the Board of Directors shall equitably apportion use of said storage room.

38. PROVISIONS FOR A PHASE CONDOMINIUM: The Declarant hereby reserves the right to develop the Condominium in either two (2), or three (3) phases; however, Declarant shall have no liability or obligation to Unit Owners and/or the Association to develop either Phase II, and/or Phase III of the Condominium (as hereinafter described). In the event Declarant elects to develop the Condominium in either two (2) or three (3) phases, the following shall apply:

(a) The construction, finishing and equipping of Phase I of the Condominium is estimated to be completed by no later than March 31, 1989. The construction, finishing and equipping of Phase II of the Condominium (if commenced by the Declarant) is estimated to be completed no later than May 31, 1989. The construction, finishing and equipping of Phase III of the Condominium (if commenced by the Declarant) is estimated to be completed no later than July 31, 1989.

(b) The legal description of Phase I of the Condominium is set forth on Exhibit "A", attached hereto and incorporated herein by this reference.

(c) The proposed legal description of Phase II of the Condominium is set forth on Exhibit "F", attached hereto and incorporated herein by this reference.

(d) The proposed legal description of Phase III of the Condominium is set forth on Exhibit "H", attached hereto and incorporated herein by this reference.

(e) The survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase I of the Condominium are attached hereto as Exhibit "B" and incorporated herein by this reference.

(f) The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and



ORB 5943 Pg 299

declare as Phase II of the Condominium are attached hereto as Exhibit "G" and incorporated herein by this reference.

(g) The proposed survey, plot plans, and floor plans for the improvements which the Declarant intends to construct and declare as Phase III of the condominium are attached hereto as Exhibit "I" and incorporated herein by this reference.

(h) Phase I of the Condominium consists of three (3) two (2) story multi-unit structure containing a total of twenty-one (21) units.

(i) The twenty-one (21) condominium units in Phase I of the Condominium shall consist of:

<u>Bldg. No.</u>	<u>Floor No.</u>	<u>No. of Units Per Floor</u>	<u>Type of Units per floor (See Notes 1 &amp; 2)</u>
12	1	1	A
12	2	1	B
12	1 & 2	5	C, C Reverse, D (2), D Reverse
13	1	2	A, A Reverse
13	2	2	B, B Reverse
13	1 & 2	4	C, C Reverse, D, D Reverse
14	1	2	A, A Reverse
14	2	2	B, B Reverse
14	1 & 2	2	C, C Reverse

(b) Phase II of the Condominium, if constructed, will consist of three (3) multi-unit two story buildings containing twenty-three (23) units.

The twenty-three (23) condominium units in Phase II of the Condominium, if constructed, will consist of:

<u>Bldg. No.</u>	<u>Floor No.</u>	<u>No. of Units Per Floor</u>	<u>Type of Units per floor (See Notes 1 &amp; 2)</u>
15	1	1	A
15	2	1	B
15	1 & 2	5	C, C Reverse, D (2), D Reverse
16	1	2	A, A Reverse
16	2	2	B, B Reverse
16	1 & 2	4	C, C Reverse, D, D Reverse
17	1	2	A, A Reverse
17	2	2	B, B Reverse
17	1 & 2	4	C, C Reverse (2), D

ORE 5943 Pg 300

(c) Phase III of the Condominium, if constructed, will consist of three multi-unit two story buildings containing twenty-three (23) units.

The twenty-three (23) condominium units in Phase III of the Condominium, if constructed, will consist of:

<u>Bldg. No.</u>	<u>Floor No.</u>	<u>No. of Units Per Floor</u>	<u>Type of Units per floor (See Notes 1 &amp; 2)</u>
18	1	2	A, A Reverse
18	2	2	B, B Reverse
18	1 & 2	4	C (3), D
19	1	2	A, A Reverse
19	2	2	B, B Reverse
19	1 & 2	3	C, C Reverse, D
20	1	2	A, A Reverse
20	2	2	B, B Reverse
20	1 & 2	4	C (3), D
<b>TOTALS:</b>	9 Bldgs.	67 Units	

(iii) The number of bedrooms and bathrooms in each type of unit in the several buildings are as follows:

<u>Type of Unit (See Note 1)</u>	<u>No. of Bedrooms</u>	<u>No. of Bathrooms</u>	<u>Approximate Area Residence (Sq.Ft.)</u>
A, A Reverse	2	2	1,179
B, B Reverse	3	2 1/2	1,627
C, C Reverse	3	2 1/2	1,933
D, D Reverse	3	2 1/2	2,185

Note 1. These designations do not prevent or prohibit the combining of two (2) or more units into one (1) unit, or, if combined, the subsequent severance of those units into their component parts, provided that the foregoing are done in accordance with the Declaration of Condominium.

Note 2. These designations do not preclude rooms in a unit from being combined, nor do they prevent or require the use of any specific room in any manner which is otherwise lawful, nor prevent the conversion of any such room into a bedroom or another use.

(i) Each of the Phase I Condominium Unit's percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses is set forth on Exhibit "C", attached hereto and incorporated herein by this reference. Each of the Phase I and Phase II Condominium Unit's percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase II is developed) is set forth on Exhibit "J", attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II and Phase III Condominium Unit's percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase III is developed) is

ORB 5943 Pg 301

set forth in Exhibit "K", attached hereto and incorporated herein by this reference.

At such time as Phase II is developed and added to the Condominium, the percentage ownership of Common Elements and Common Surplus and the percentage share of Common Expenses of each unit in Phase I shall no longer be as set forth in said Exhibit "C", but shall be as set forth in Exhibit "J". At such time as Phase III is developed and added to the Condominium, the percentage ownership of Common Elements and Common Surplus and the percentage share of Common Expenses of each unit in Phase I and Phase II shall no longer be as set forth in said Exhibit "J", but shall be as set forth in Exhibit "K".

(j) Whether or not Phases II and III are constructed by the Declarant, there are no recreational and other facilities that will be owned as common elements by all unit owners of this Condominium.

(k) The membership vote and ownership in the Association attributable to each unit in Phase I shall be one (1) vote per unit or a total of twenty-one (21) members and votes. In the event Phase II is developed and added to the Condominium, then the membership vote and ownership in the Association attributable to each unit in Phases I and II shall be one (1) vote per unit or a total of forty-four (44) members and votes. In the event Phase II and Phase III of the Condominium are developed and added to the Condominium, then the membership vote and ownership in the Association attributable to each unit in Phases I, II and III shall be one (1) vote per unit or a total of sixty-seven (67) members and votes.

(l) Declarant does not contemplate the creation of timeshare estates for any of the Units in any phases of the Condominium.

(m) If neither Phase II, nor any subsequent Phase of the Condominium are built, then the Units which are built in Phase I are entitled to and shall share one hundred percent (100%) ownership of all Common Elements within Phase I of the Condominium. Unit Owners in Phase I shall have no rights in any of Phase II, nor any subsequent Phase unless and until an Amendment to the Declaration of Condominium is recorded in the Public Records of Palm Beach County, Florida adding Phase II and Phase III.

Declarant shall not be required to add any Phases subsequent to Phase I, nor shall Declarant be required to construct any subsequent Phases in order. For example, Declarant may elect to only add Phase III to Phase I. In the event only some of the subsequent Phases are constructed then the Units which are built in Phase I together with the Units which are built in any subsequent Phase actually constructed, as the case may be, are entitled to and shall equally share one hundred percent (100%) ownership of all Common Elements within Phase I and any subsequent Phase constructed, as the case may be. Such Unit Owners will have no rights in the non-developed phase (i.e., Phase II) unless and until an Amendment to the Declaration of Condominium is recorded in the Public Records of Palm Beach County, Florida, adding the developed phase to the Condominium.

(n) Declarant is not required, under the Declaration of Condominium or otherwise, to convey any additional lands or facilities to the Condominium after the completion of construction of Phase I of the Condominium or after the completion of any additional Phase, in the event an additional Phase is added as part and parcel of this Condominium.

DRB 5943 Pg 302

and Mobile Homes of the Department of Business Regulation of the State of Florida and record among the Public Records of Palm Beach County, Florida, a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act of the State of Florida. Said certificate shall state that the construction of the improvements for such phase being added is substantially complete and is an accurate representation of the location and dimensions of the improvements.

Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to the Declaration of Condominium adding any phase to the Condominium shall not require the execution of such amendments or consents thereto by Unit Owners (other than the Declarant), mortgagees, lienors or the Association, unless the amendment permits the creation of timeshare estates in any Unit of the additional phase of the Condominium.

(p) A developer of any additional phase may be the Declarant of this Condominium and/or the nominee, designee, assignee or successor, in whole or in part, of the Declarant, all as described in Paragraph 21 of this Declaration of Condominium.

(q) Declarant, its successor, nominee, assignee or designee, has no obligation or responsibility to cause any additional phase or its improvements to be constructed. Notwithstanding anything to the contrary contained herein or in the other condominium documents, the Declarant shall have and reserves the right to develop or sell the Phase II and III Property, or any combination thereof in any manner or to any person or entity as Declarant shall determine in its sole and absolute discretion free and clear of any limitation, restriction or cloud which could be created by or interpreted from this Instrument.

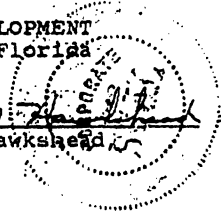
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name, this 13 day of January, 1989.

Witnesses:

PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation

Richard M. Hawkhead  
Mary Kay

By: Richard M. Hawkhead  
Richard M. Hawkhead  
President



FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged ISLES OF BOCA CONDOMINIUM, SECTION II ASSOCIATION, INC., a Florida nonprofit membership corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed on it by the provisions of this Declaration.

ORB 5943 Pg 303

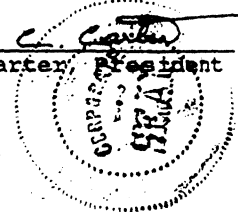
IN WITNESS WHEREOF, ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC., has this 13 day of January, 1989, caused these presents to be signed in its name by its President and its corporate seal affixed hereto.

Witnesses:

ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit membership corporation

Diana Tomblin  
Mary Kee

By: James C. Carter  
James C. Carter, President



STATE OF FLORIDA )  
                          )SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard M. Hawkshead, well known to me to be the President of PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation, on behalf of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of January, 1989.

David Peacock  
Notary Public, State of Florida  
at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA  
STATE OF FLORIDA ) MY COMMISSION EXP. JAN. 1, 1990  
                          )SS: BONDED THRU GENERAL INS. UND.  
COUNTY OF BROWARD )



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James C. Carter, as President of ISLES OF BOCA CONDOMINIUM, SECTION II ASSOCIATION, INC., a Florida corporation not-for-profit, and he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation, on behalf of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of January, 1989.

David Peacock  
Notary Public, State of Florida  
at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA  
STATE OF FLORIDA ) MY COMMISSION EXP. JAN. 1, 1990  
                          )SS: BONDED THRU GENERAL INS. UND.  
COUNTY OF BROWARD )



ORB 5943 Pg 304

JOINDER AND CONSENT OF MORTGAGEE

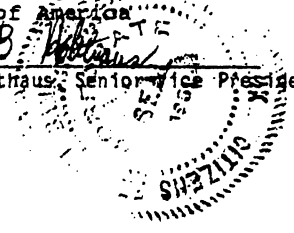
CITIZENS FEDERAL BANK, A FEDERAL SAVINGS BANK f/k/a CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, herein called "Mortgagee", the owner and holder of a mortgage executed by CITIZENS FINANCIAL SERVICES, INC., a Florida corporation, in favor of Mortgagee, said mortgage encumbering portions of the property submitted to condominium ownership by the Declaration of Condominium of Isles of Boca Condominium, Section II to which this Joinder and Consent of Mortgagee is attached, hereby consents to and joins in the making of the Declaration of Condominium of Isles of Boca Condominium, Section II and Mortgagee agrees that its mortgage interest hereinabove stated is subordinate to the Declaration of Condominium of Isles of Boca Condominium, Section II unless said Declaration provides otherwise and that the lien of said mortgage shall hereafter be upon each and every Condominium Unit set forth and referred to in said Declaration of Condominium. This Joinder and Consent of Mortgagee is made without representation or warranty, expressed or implied, by law, statute, decision or otherwise, and does not effect the rights and remedies of Mortgagee as set forth in the mortgage except as specifically provided for herein.

Signed, sealed and delivered the presence of:

[Signature]  
Mary King

CITIZENS FEDERAL BANK, A FEDERAL SAVINGS BANK f/k/a CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America

By: [Signature]  
Dennis B. Holthaus, Senior Vice President



STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Dennis B. Holthaus, as Senior Vice President of CITIZENS FEDERAL BANK, A FEDERAL SAVINGS BANK f/k/a CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, and who acknowledged before me that he, as an officer of said corporation, executed this Joinder and Consent of Mortgagee and affixed the seal of said corporation, and that the same is the act and deed of said corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 13 day of January, 1989.

[Signature]  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JAN. 1, 1990  
BONDED THROUGH GENERAL INS. UNCO.



ORB 5943 Pg 305

EXHIBIT "A" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

LEGAL DESCRIPTION OF CONDOMINIUM  
(PHASE I)

ORB 5943 Pg 306

EXHIBIT "A"  
TO THE DECLARATION OF  
ISLES OF BOCA CONDOMINIUM, SECTION II  
PHASE I

DESCRIPTION: BUILDING 12, PHASE I

A portion of Parcel "A", ISLES OF BOCA, according to the Plat thereof, as recorded in Plat Book 53, pages 78 and 79 of the Public Records of Palm Beach County, Florida described as follows:

COMMENCING at the most Southerly corner of the Westerly boundary of said Parcel "A"; thence North 89°36'55" East along the Southerly boundary of said Parcel "A", a distance of 75.00 feet; thence North 00°23'05" West, a distance of 50.00 feet to the POINT OF BEGINNING; said point also being the point of curvature of a curve concave Northeasterly, whose radius point bears North 00°23'05" West; thence Northwesterly and Northerly along the arc of said curve having a radius of 25.00 feet, a central angle of 90°00'00", and an arc length of 39.27 feet to the point of tangency; thence North 00°23'05" West, a distance of 184.50 feet; thence North 89°36'55" East, a distance of 111.10 feet; thence South 11°41'41" East, a distance of 23.29 feet; thence South 00°23'04" East, a distance of 120.69 feet to a point of curvature of a curve concave Northeasterly; thence Southeasterly and Easterly along the arc of said curve having a radius of 30.00 feet a central angle of 98°18'31", and an arc length of 51.48 feet to a point of reverse curvature of a curve concave Southerly; thence Easterly along the arc of said curve having a radius of 220.00 feet, a central angle of 08°14'21", and an arc length of 31.64 feet, the last four described courses being coincident with the Westerly and Southerly boundaries of TRACT L-1 of said ISLES OF BOCA; thence South 00°27'09" East along a line radial to the last described curve a distance of 20.00 feet to a point on the arc of a curve concave Southerly, whose radius point bears South 00°27'09" West from the last described curve, thence Westerly along the arc of said having a radius of 200.00 feet a central angle of 19°24'36", and an arc length of 67.75 feet to a point of reverse curvature of a curve concave Northerly; thence Westerly along the arc of said curve having a radius of 125.00 feet, a central angle of 19°28'40", and an arc length of 42.49 feet to the point of tangency; thence South 89°36'55" West, a distance of 48.42 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.



ORB 5943 Pg 307

EXHIBIT "A"  
TO THE DECLARATION OF  
ISLES OF BOCA CONDOMINIUM, SECTION II  
PHASE I

DESCRIPTION: BUILDING 13, PHASE I

A portion of Parcel "A", ISLES OF BOCA, according to the Plat thereof, as recorded in Plat book 53, Pages 76 and 79 of the Public Records of Palm beach County, Florida being more particularly described as follows:

COMMENCING at the most Southerly Corner of the Westerly boundary of said Parcel "A": thence North 00°23'05" West along the Westerly boundary of said Parcel "A", a distance of 259.50 feet; thence North 89°36'55" East, a distance of 50.00 feet to the POINT OF BEGINNING: thence North 00°23'05" West, a distance of 208.50 feet; thence North 89°36'55" East, a distance of 24.80 feet; thence North 33°09'40" East, a distance of 87.04 feet; thence South 56°50'20" East, a distance of 17.92 feet to a point of curvature of a curve concave Southwesterly; thence Southeasterly and Southerly along the arc of said curve having a radius of 46.57 feet, a central angle of 56°27'15" and an arc length of 45.89 feet to the point of tangency; thence South 00°23'05" East, a distance of 220.16 feet; thence South 11°41'41" East, a distance of 12.41 feet, the last four courses being coincident with the Westerly boundary of TRACT L-1 of said ISLES OF BOCA; thence South 89°36'55" West, a distance of 111.10 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

ORB 5943 Pg 308

EXHIBIT "A"  
TO THE DECLARATION OF  
ISLES OF BOCA CONDOMINIUM, SECTION II  
PHASE I

DESCRIPTION: BUILDING 14, PHASE I

A portion of Parcel "A", ISLES OF BOCA, according to the Plat thereof, as recorded in Plat Book 53, pages 78 and 79 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

COMMENCING at the most Southerly corner of the Westerly boundary of said Parcel "A"; thence North 00°23'05" West along the Westerly boundary of said Parcel "A", a distance of 418.00 feet; thence South 89°36'55" West along a Southerly boundary of said Parcel "A", a distance of 107.65 feet; thence North 03°38'08" East, a distance of 50.12 feet to the POINT OF BEGINNING; thence continue North 03°38'08" East, a distance of 142.87 feet to a point of cusp on the arc of a curve concave Northeasterly, whose radius point bears South 86°21'52" East from the last described point; thence Southerly and Southeasterly along the arc of said curve having a radius of 20.00 feet, a central angle of 88°38'08" and an arc length of 30.94 feet to the point of tangency; thence South 85°00'00" East, a distance of 132.00 feet to a point of curvature of a curve concave Southerly; thence Southeasterly along the arc of said curve having a radius of 59.80 feet, a central angle of 28°09'40" and an arc length of 29.39 feet to the point of tangency; thence South 56°50'20" East, a distance of 48.10 feet, the last four courses being coincident with the Southerly boundary of TRACT L-1 of said ISLES OF BOCA; thence South 33°09'40" West, a distance of 87.40 feet; thence South 89°36'55" West, a distance of 178.93 feet to the POINT OF BEGINNING.

Said lands situate lying and being in Palm Beach County, Florida.

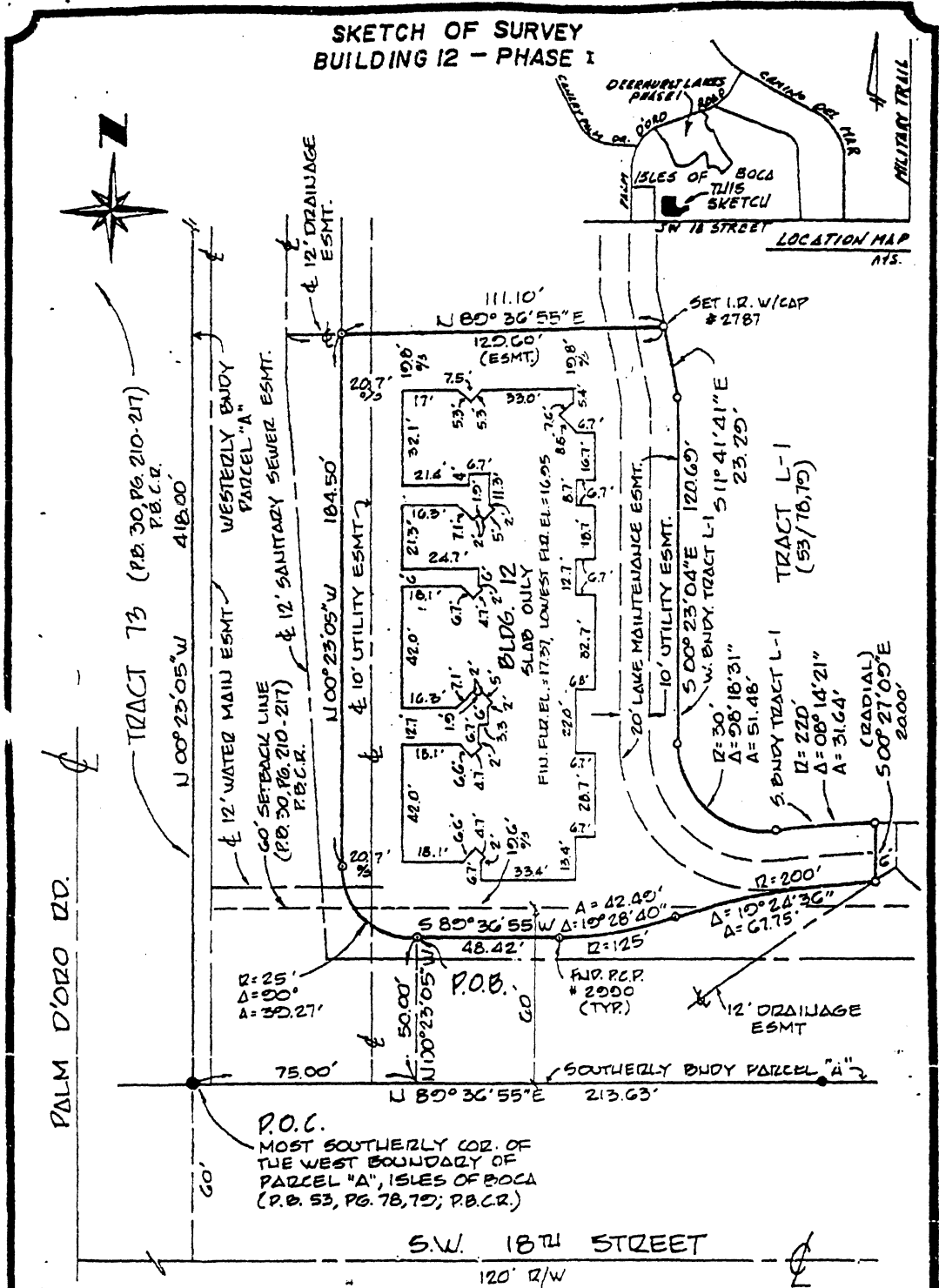
ORB 5943 P. 309

EXHIBIT "B" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

SURVEY, SITE PLAN, PLOT PLAN, BUILDING FLOOR PLANS,  
UNIT FLOOR PLANS, (PHASE I)

ORB 5943 Pg 310

SKETCH OF SURVEY  
BUILDING 12 - PHASE 1



THE LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE UNDERSIGNED, FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.

THIS DRAWING IS THE PROPERTY OF DARBY and WAY, INC. AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.

NOTE:  
ALL EASEMENTS SHOWN HEREON PER P.B. 53, PAGES 78 AND 79, P.B.C.R.

SHEET 3 OF 3

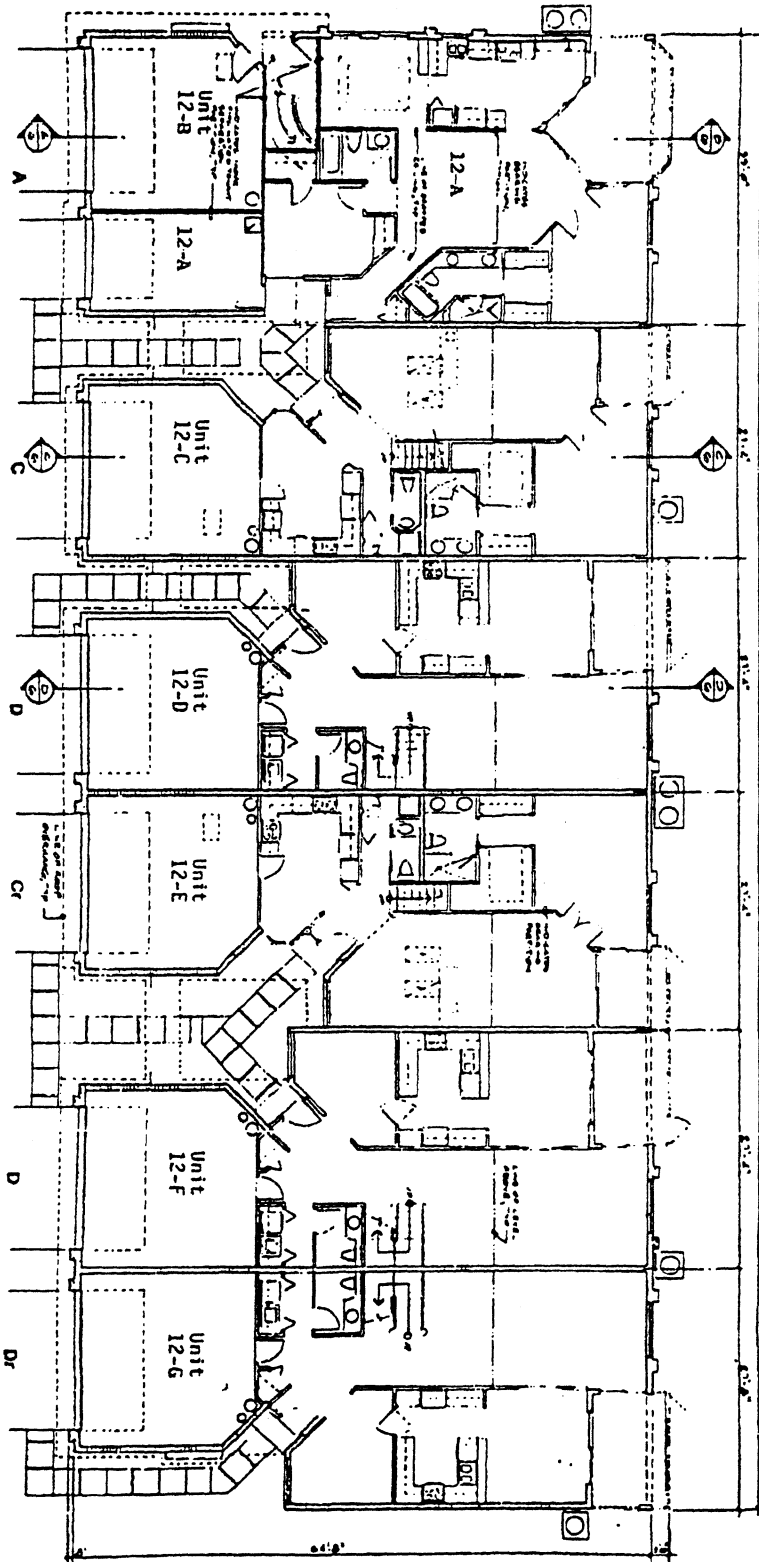
80-0202

**Darby and Way, Inc.**  
PROFESSIONAL SURVEYING AND ENGINEERING

1439 S. POMPANO PARKWAY POMPANO BEACH, FLORIDA 33069  
P.O. BOX 12031 POMPANO BEACH, FLORIDA 33069

SCALE	REVISIONS	DATE	BY	DATE
1" = 40'	REVISED PER 53/78-79	1.11.00	D.F.	2/12/00
	REVISED TO LOG DIM.			2/12/00
	ADDED SPOT			2/12/00
	ADDED SLAB ONLY			2/12/00
CHECK	DMD			
FIELD BOOK	N/A			
PAGE				

ORB 5943 Pg 311

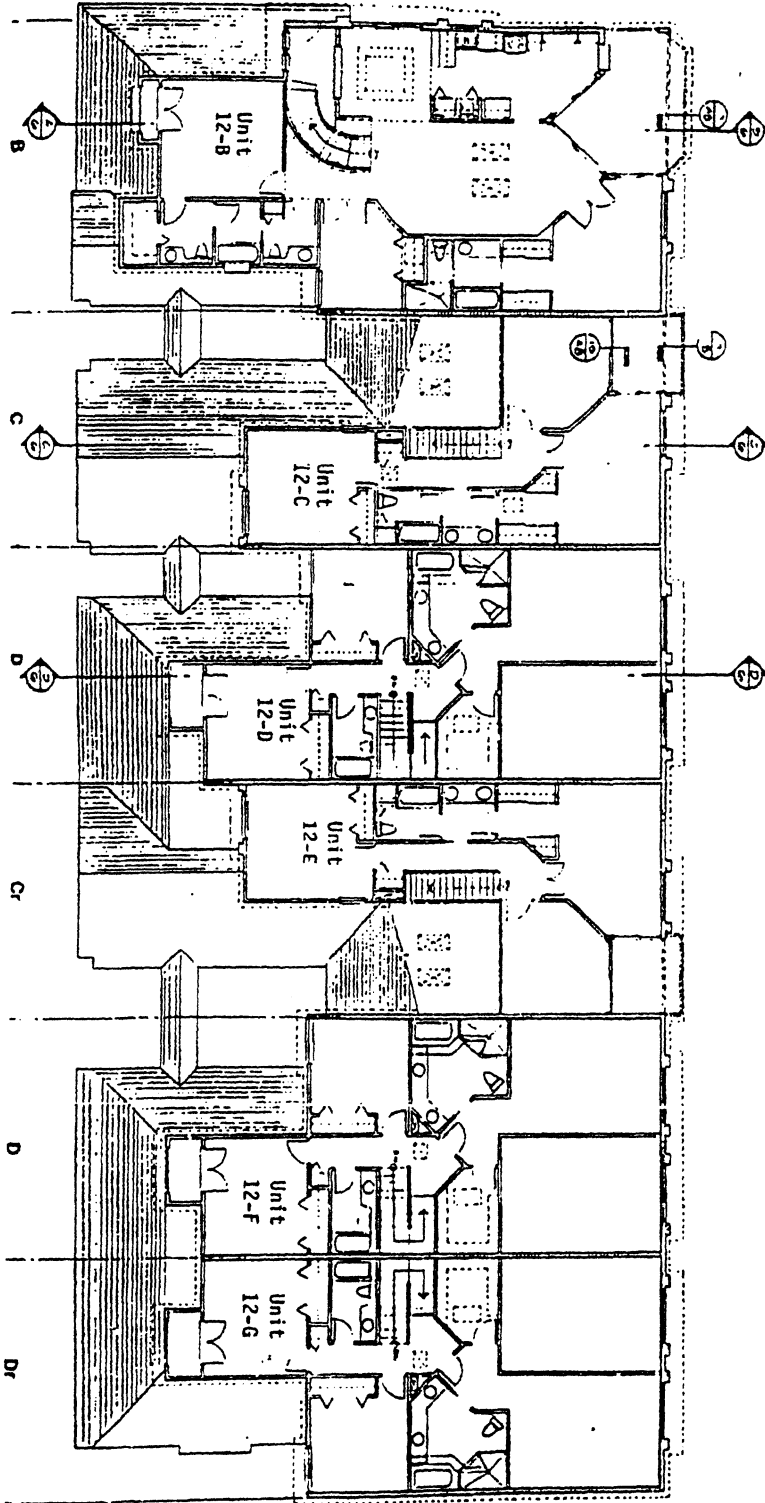


B  
 O  
 C  
 R  
 ISLES OF

1st FLOOR  
 BUILDING # 12

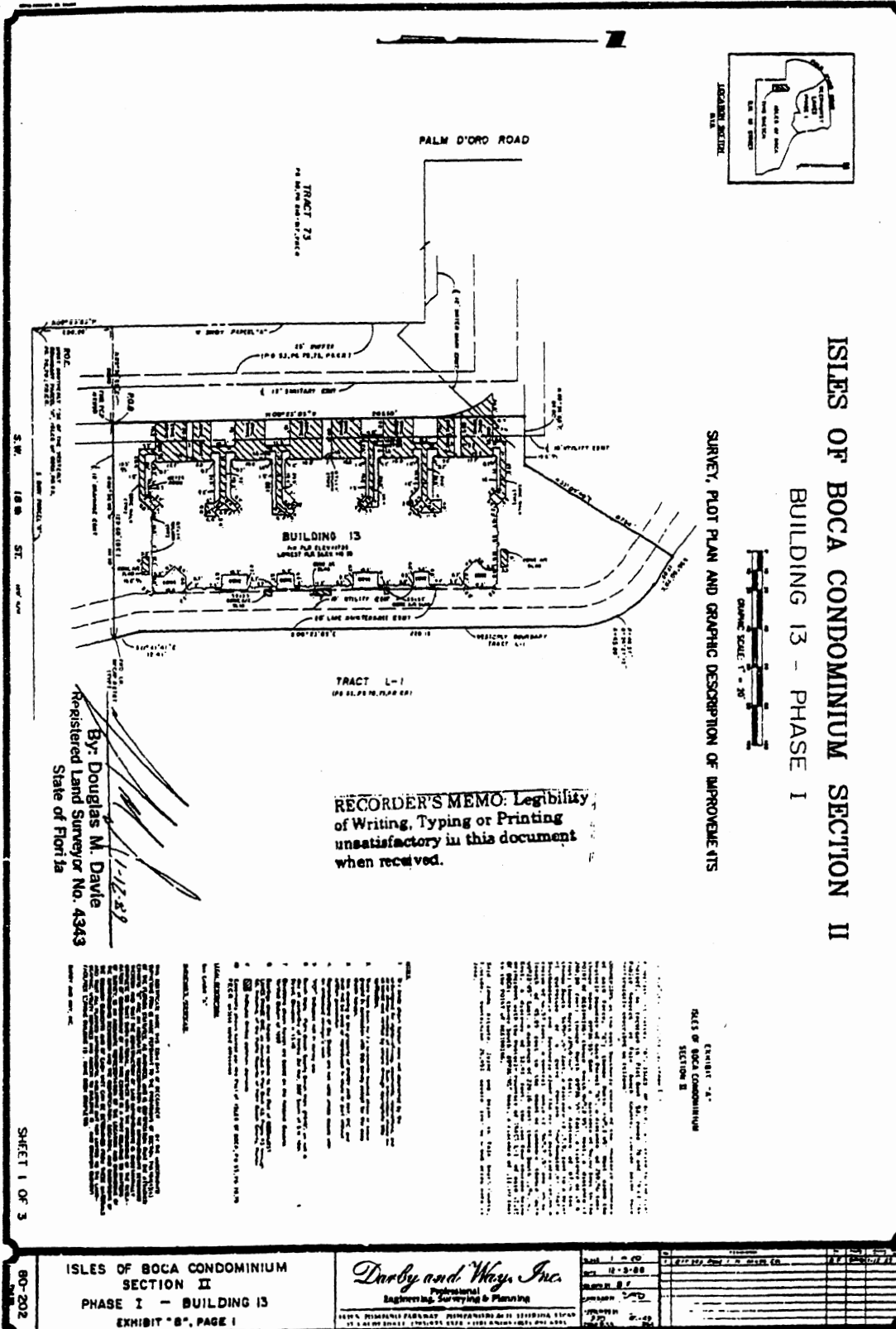
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 of Writing, Typing or Printing  
 unsatisfactory in this document  
 when received.

ORB 5943 Pg 312



2nd FLOOR  
BUILDING #12

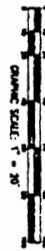
ORB 5943 Pg 313



ISLES OF BOCA CONDOMINIUM SECTION II

BUILDING 13 - PHASE I

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



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

By: Douglas M. Davle  
Registered Land Surveyor No. 4343  
State of Florida  
1-12-88

EXHIBIT "A"  
PLANS OF BOCA CONDOMINIUM SECTION II

1. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

2. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

3. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

4. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

5. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

6. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

7. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

8. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

9. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

10. THE SURVEY AND PLOT PLAN ARE SUBJECT TO THE EXISTING RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA.

SHEET 1 OF 3

ISLES OF BOCA CONDOMINIUM SECTION II  
PHASE I - BUILDING 13  
EXHIBIT "B", PAGE I

Darby and Wray, Inc.  
Professional  
Engineering, Surveying & Planning

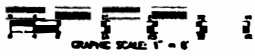
DATE	12-2-88	BY	D.M.D.
REVISION		BY	
APPROVED		BY	
DATE		BY	

80-202

ORB 5943 Pg 314

### ISLES OF BOCA CONDOMINIUM SECTION II BUILDING 13 - PHASE I

1 ST FLOOR



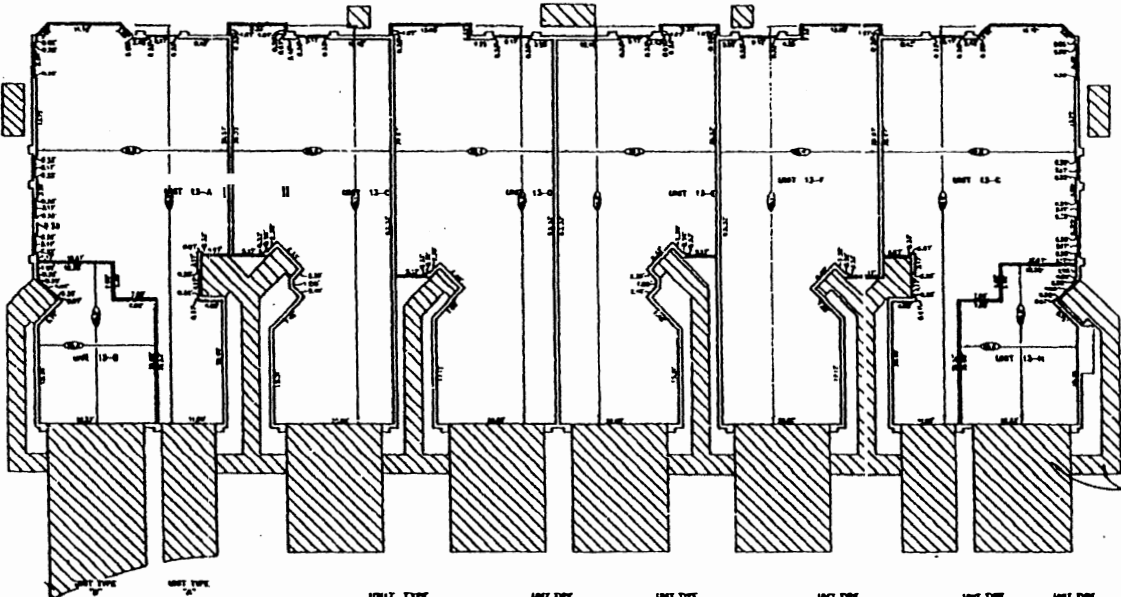
BUILDING FLOOR PLANS

**NOTES:**

- U.C.E. = UNITED COMMON ELEMENT AND IS DEMONSTRATED BY CROSS HATCHING
- DENOTES PERIMETRICAL BOUNDARY OF UNIT
- DASHED AND SHOT-WHISKY-PATTERNED ARE COMMON ELEMENTS
- ALL OTHER PERTINENT INFORMATION REFER TO THE DECLARATION OF TRUST
- ADDITIONAL ARCHITECTURAL DETAILS SEE SHEETS 13-A, 13-B, 13-C, 13-D, 13-E, 13-F, 13-G, 13-H, 13-I, 13-J, 13-K, 13-L, 13-M, 13-N, 13-O, 13-P, 13-Q, 13-R, 13-S, 13-T, 13-U, 13-V, 13-W, 13-X, 13-Y, 13-Z, 13-AA, 13-AB, 13-AC, 13-AD, 13-AE, 13-AF, 13-AG, 13-AH, 13-AI, 13-AJ, 13-AL, 13-AM, 13-AN, 13-AO, 13-AP, 13-AQ, 13-AR, 13-AS, 13-AT, 13-AU, 13-AV, 13-AW, 13-AX, 13-AY, 13-AZ, 13-BA, 13-BB, 13-BC, 13-BD, 13-BE, 13-BF, 13-BG, 13-BH, 13-BI, 13-BJ, 13-BL, 13-BM, 13-BN, 13-BO, 13-BP, 13-BQ, 13-BR, 13-BS, 13-BT, 13-BU, 13-BV, 13-BW, 13-BX, 13-BY, 13-BZ, 13-CA, 13-CB, 13-CC, 13-CD, 13-CE, 13-CF, 13-CG, 13-CH, 13-CI, 13-CJ, 13-CL, 13-CM, 13-CN, 13-CO, 13-CP, 13-CQ, 13-CR, 13-CS, 13-CT, 13-CU, 13-CV, 13-CW, 13-CX, 13-CY, 13-CZ, 13-DA, 13-DB, 13-DC, 13-DD, 13-DE, 13-DF, 13-DG, 13-DH, 13-DI, 13-DJ, 13-DM, 13-DN, 13-DO, 13-DP, 13-DQ, 13-DR, 13-DS, 13-DT, 13-DU, 13-DV, 13-DW, 13-DX, 13-DY, 13-DZ, 13-EA, 13-EB, 13-EC, 13-ED, 13-EE, 13-EF, 13-EG, 13-EH, 13-EI, 13-EJ, 13-EL, 13-EM, 13-EN, 13-EO, 13-EP, 13-EQ, 13-ER, 13-ES, 13-ET, 13-EU, 13-EV, 13-EW, 13-EX, 13-EY, 13-EZ, 13-FA, 13-FB, 13-FC, 13-FD, 13-FE, 13-FF, 13-FG, 13-FH, 13-FI, 13-FJ, 13-FL, 13-FM, 13-FN, 13-FO, 13-FP, 13-FQ, 13-FR, 13-FS, 13-FT, 13-FU, 13-FV, 13-FW, 13-FX, 13-FY, 13-FZ, 13-GA, 13-GB, 13-GC, 13-GD, 13-GE, 13-GF, 13-GG, 13-GH, 13-GI, 13-GJ, 13-GL, 13-GM, 13-GN, 13-GO, 13-GP, 13-GQ, 13-GR, 13-GS, 13-GT, 13-GU, 13-GV, 13-GW, 13-GX, 13-GY, 13-GZ, 13-HA, 13-HB, 13-HC, 13-HD, 13-HE, 13-HF, 13-HG, 13-HH, 13-HI, 13-HJ, 13-HL, 13-HM, 13-HN, 13-HO, 13-HP, 13-HQ, 13-HR, 13-HS, 13-HT, 13-HU, 13-HV, 13-HW, 13-HX, 13-HY, 13-HZ, 13-IA, 13-IB, 13-IC, 13-ID, 13-IE, 13-IF, 13-IG, 13-IH, 13-II, 13-IJ, 13-IL, 13-IM, 13-IN, 13-IO, 13-IP, 13-IQ, 13-IR, 13-IS, 13-IT, 13-IU, 13-IV, 13-IW, 13-IX, 13-IY, 13-IZ, 13-JA, 13-JB, 13-JC, 13-JD, 13-JE, 13-JF, 13-JG, 13-JH, 13-JI, 13-JJ, 13-JL, 13-JM, 13-JN, 13-JO, 13-JP, 13-JQ, 13-JR, 13-JS, 13-JT, 13-JU, 13-JV, 13-JW, 13-JX, 13-JY, 13-JZ, 13-KA, 13-KB, 13-KC, 13-KD, 13-KE, 13-KF, 13-KG, 13-KH, 13-KI, 13-KJ, 13-KL, 13-KM, 13-KN, 13-KO, 13-KP, 13-KQ, 13-KR, 13-KS, 13-KT, 13-KU, 13-KV, 13-KW, 13-KX, 13-KY, 13-KZ, 13-LA, 13-LB, 13-LC, 13-LD, 13-LE, 13-LF, 13-LG, 13-LH, 13-LI, 13-LJ, 13-LK, 13-LL, 13-LM, 13-LN, 13-LO, 13-LP, 13-LQ, 13-LR, 13-LS, 13-LT, 13-LU, 13-LV, 13-LW, 13-LX, 13-LY, 13-LZ, 13-MA, 13-MB, 13-MC, 13-MD, 13-ME, 13-MF, 13-MG, 13-MH, 13-MI, 13-MJ, 13-ML, 13-MM, 13-MN, 13-MO, 13-MP, 13-MQ, 13-MR, 13-MS, 13-MT, 13-MU, 13-MV, 13-MW, 13-MX, 13-MY, 13-MZ, 13-NA, 13-NB, 13-NC, 13-ND, 13-NE, 13-NF, 13-NG, 13-NH, 13-NI, 13-NJ, 13-NK, 13-NL, 13-NM, 13-NN, 13-NO, 13-NP, 13-NQ, 13-NR, 13-NS, 13-NT, 13-NU, 13-NV, 13-NW, 13-NX, 13-NY, 13-NZ, 13-OA, 13-OB, 13-OC, 13-OD, 13-OE, 13-OF, 13-OG, 13-OH, 13-OI, 13-OJ, 13-OK, 13-OL, 13-OM, 13-ON, 13-OO, 13-OP, 13-OQ, 13-OR, 13-OS, 13-OT, 13-OU, 13-OV, 13-OW, 13-OX, 13-OY, 13-OZ, 13-PA, 13-PB, 13-PC, 13-PD, 13-PE, 13-PF, 13-PG, 13-PH, 13-PI, 13-PJ, 13-PL, 13-PM, 13-PN, 13-PO, 13-PP, 13-PQ, 13-PR, 13-PS, 13-PT, 13-PU, 13-PV, 13-PW, 13-PX, 13-PY, 13-PZ, 13-QA, 13-QB, 13-QC, 13-QD, 13-QE, 13-QF, 13-QG, 13-QH, 13-QI, 13-QJ, 13-QL, 13-QM, 13-QN, 13-QO, 13-QP, 13-QL, 13-QM, 13-QN, 13-QO, 13-QP, 13-RA, 13-RB, 13-RC, 13-RD, 13-RE, 13-RF, 13-RG, 13-RH, 13-RI, 13-RJ, 13-RL, 13-RM, 13-RN, 13-RO, 13-RP, 13-RQ, 13-RR, 13-RS, 13-RT, 13-RU, 13-RV, 13-RW, 13-RX, 13-RY, 13-RZ, 13-SA, 13-SB, 13-SC, 13-SD, 13-SE, 13-SF, 13-SG, 13-SH, 13-SI, 13-SJ, 13-SL, 13-SM, 13-SN, 13-SO, 13-SP, 13-SQ, 13-SR, 13-SS, 13-ST, 13-SU, 13-SV, 13-SW, 13-SX, 13-SY, 13-SZ, 13-TA, 13-TB, 13-TC, 13-TD, 13-TE, 13-TF, 13-TG, 13-TH, 13-TI, 13-TJ, 13-TK, 13-TL, 13-TM, 13-TN, 13-TO, 13-TP, 13-TQ, 13-TR, 13-TS, 13-TT, 13-TU, 13-TV, 13-TW, 13-TX, 13-TY, 13-TZ, 13-UA, 13-UB, 13-UC, 13-UD, 13-UE, 13-UF, 13-UG, 13-UH, 13-UI, 13-UJ, 13-UK, 13-UL, 13-UM, 13-UN, 13-UO, 13-UP, 13-UQ, 13-UR, 13-US, 13-UT, 13-UV, 13-UW, 13-UX, 13-UY, 13-UZ, 13-VA, 13-VB, 13-VC, 13-VD, 13-VE, 13-VF, 13-VG, 13-VH, 13-VI, 13-VJ, 13-VK, 13-VL, 13-VM, 13-VN, 13-VO, 13-VP, 13-VQ, 13-VR, 13-VS, 13-VT, 13-VU, 13-VV, 13-VW, 13-VX, 13-VY, 13-VZ, 13-WA, 13-WB, 13-WC, 13-WD, 13-WE, 13-WF, 13-WG, 13-WH, 13-WI, 13-WJ, 13-WK, 13-WL, 13-WM, 13-WN, 13-WO, 13-WP, 13-WQ, 13-WR, 13-WS, 13-WT, 13-WU, 13-WV, 13-WX, 13-WY, 13-WZ, 13-XA, 13-XB, 13-XC, 13-XD, 13-XE, 13-XF, 13-XG, 13-XH, 13-XI, 13-XJ, 13-XK, 13-XL, 13-XM, 13-XN, 13-XO, 13-XP, 13-XQ, 13-XR, 13-XS, 13-XT, 13-XU, 13-XV, 13-XW, 13-XX, 13-XY, 13-XZ, 13-YA, 13-YB, 13-YC, 13-YD, 13-YE, 13-YF, 13-YG, 13-YH, 13-YI, 13-YJ, 13-YK, 13-YL, 13-YM, 13-YN, 13-YO, 13-YP, 13-YQ, 13-YR, 13-YS, 13-YT, 13-YU, 13-YV, 13-YW, 13-YX, 13-YY, 13-YZ, 13-ZA, 13-ZB, 13-ZC, 13-ZD, 13-ZE, 13-ZF, 13-ZG, 13-ZH, 13-ZI, 13-ZJ, 13-ZK, 13-ZL, 13-ZM, 13-ZN, 13-ZO, 13-ZP, 13-ZQ, 13-ZR, 13-ZS, 13-ZT, 13-ZU, 13-ZV, 13-ZW, 13-ZX, 13-ZY, 13-ZZ

UNIT NO.	LOWEST CEILING HEIGHT	UPPERMOST CEILING HEIGHT
13-A	7' 8"	8' 8"
13-B	7' 8"	8' 8"
13-C	7' 8"	8' 8"
13-D	7' 8"	8' 8"
13-E	7' 8"	8' 8"
13-F	7' 8"	8' 8"
13-G	7' 8"	8' 8"
13-H	7' 8"	8' 8"
13-I	7' 8"	8' 8"
13-J	7' 8"	8' 8"
13-K	7' 8"	8' 8"
13-L	7' 8"	8' 8"
13-M	7' 8"	8' 8"
13-N	7' 8"	8' 8"
13-O	7' 8"	8' 8"
13-P	7' 8"	8' 8"
13-Q	7' 8"	8' 8"
13-R	7' 8"	8' 8"
13-S	7' 8"	8' 8"
13-T	7' 8"	8' 8"
13-U	7' 8"	8' 8"
13-V	7' 8"	8' 8"
13-W	7' 8"	8' 8"
13-X	7' 8"	8' 8"
13-Y	7' 8"	8' 8"
13-Z	7' 8"	8' 8"

FLOOR ELEV. = 17.25 (N.E.P.0)  
DIMENSIONS ARE METRICAL MEASUREMENTS. NOT DIMENSIONS.



*Donald W. Hester & Son*  
Engineering, Surveying & Planning

"I, DONALD W. HESTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA, CERTIFICATE NO. 24117, DO HEREBY CERTIFY THAT I AM THE REGISTERED PROFESSIONAL ENGINEER RESPONSIBLE FOR THE DESIGN AND PREPARATION OF THESE PLANS AND SPECIFICATIONS."

ISLES OF BOCA CONDOMINIUM SECTION II

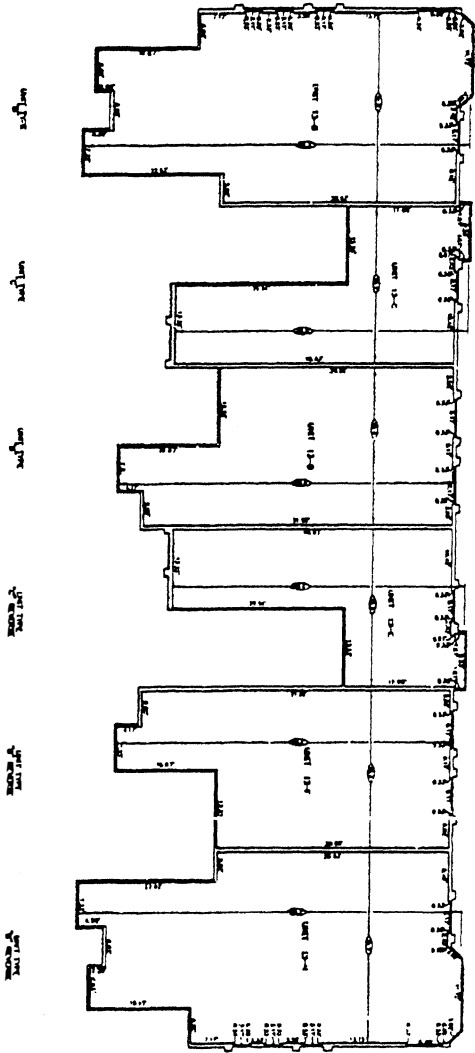
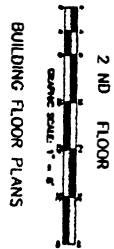
PHASE I - BUILDING 13

EXHIBIT 'B', PAGE 2



ORB 5943 Pg 315

# ISLES OF BOCA CONDOMINIUM SECTION II BUILDING 13 - PHASE I



NOTES:  
 1. ALL - LIMITED COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 2. ALL - UNITS ARE TO BE OBSERVED BY CROSS-HATCHING  
 3. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 4. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 5. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 6. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 7. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 8. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 9. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING  
 10. ALL - COMMON ELEMENTS ARE TO BE OBSERVED BY CROSS-HATCHING

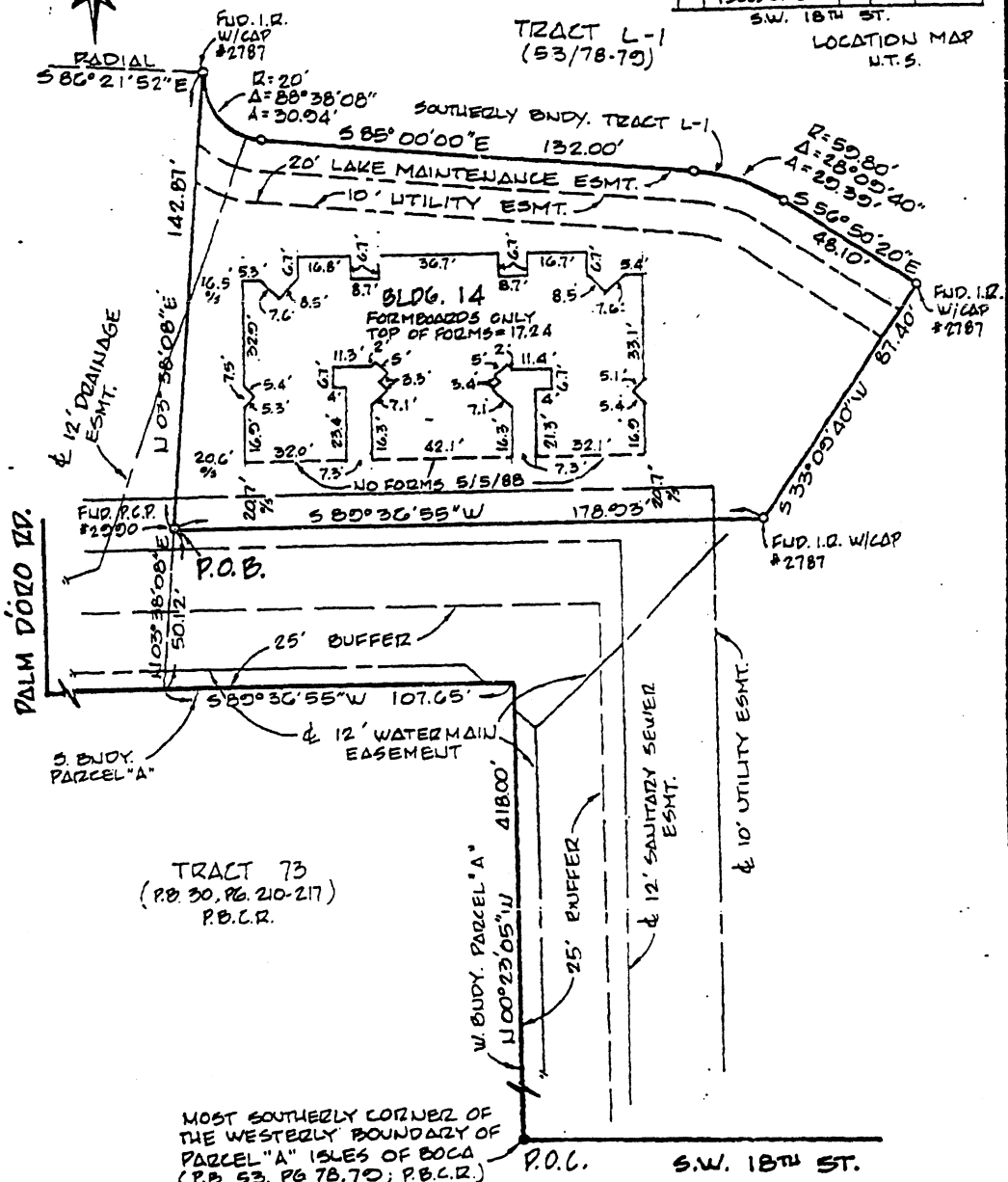
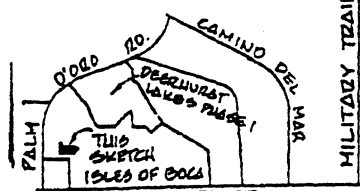
UNIT NO.	DATE	REVISION
13-A	12-28-00	1.0
13-B	12-28-00	1.0
13-C	12-28-00	1.0
13-D	12-28-00	1.0
13-E	12-28-00	1.0
13-F	12-28-00	1.0

SHEET 3 OF 3

<p>ISLES OF BOCA CONDOMINIUM SECTION II PHASE I - BUILDING 13 EXHIBIT "B", PAGE 3</p>	<p><i>Darby and Way, Inc.</i> Professional Surveying &amp; Planning</p>	<table border="1"> <tr> <td>DATE</td> <td>12-28-00</td> </tr> <tr> <td>PROJECT</td> <td>ISLES OF BOCA CONDOMINIUM SECTION II PHASE I - BUILDING 13</td> </tr> <tr> <td>DRAWN BY</td> <td>...</td> </tr> <tr> <td>CHECKED BY</td> <td>...</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> </table>	DATE	12-28-00	PROJECT	ISLES OF BOCA CONDOMINIUM SECTION II PHASE I - BUILDING 13	DRAWN BY	...	CHECKED BY	...	SCALE	AS SHOWN
DATE	12-28-00											
PROJECT	ISLES OF BOCA CONDOMINIUM SECTION II PHASE I - BUILDING 13											
DRAWN BY	...											
CHECKED BY	...											
SCALE	AS SHOWN											

ORB 5943 Pg 316

SKETCH OF SURVEY  
BUILDING 14, PHASE 1



MOST SOUTHERLY CORNER OF THE WESTERLY BOUNDARY OF PARCEL "A" ISLES OF BOCA (P.B. 53, PG. 78, 79; P.B.C.R.)

THE LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE UNDERSIGNED, FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.

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NOTE:  
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SHEET 3 OF 3 80-0202

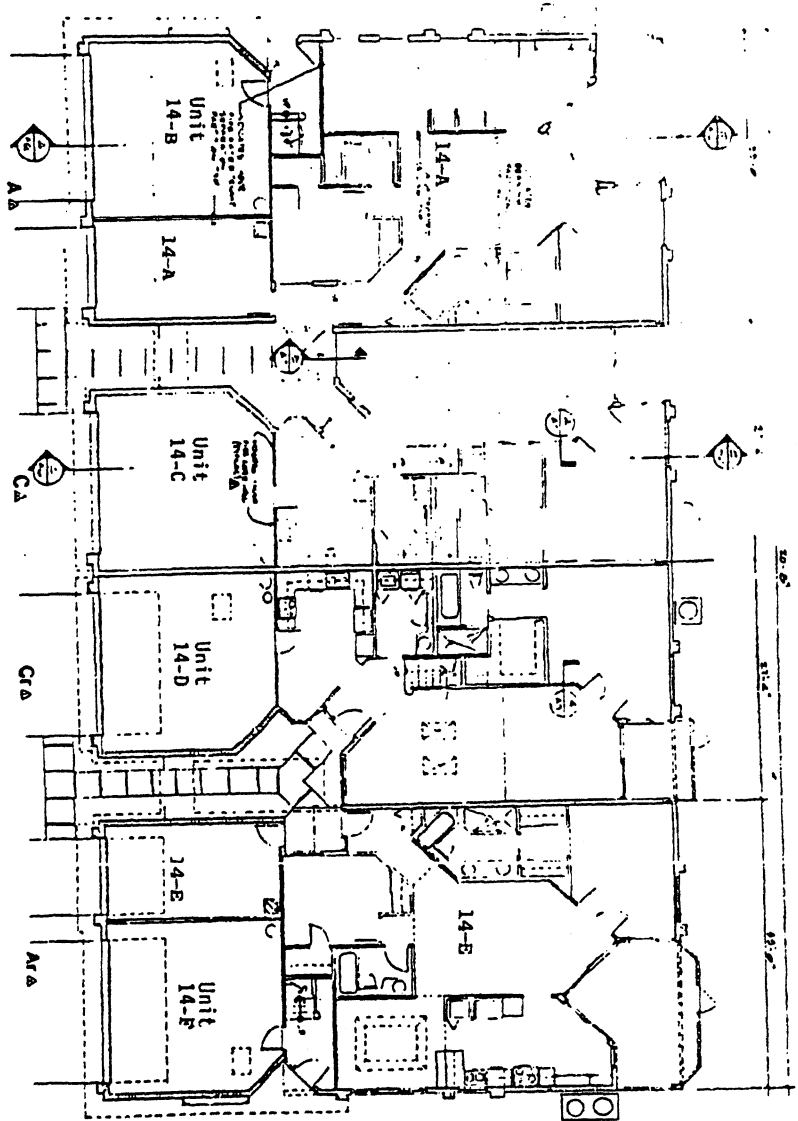
*Dabby and Way, Inc.*

PROFESSIONAL SURVEYING AND ENGINEERING

1439 S. PENINSULA PARKWAY POMPANO BEACH, FLORIDA 33069  
P.O. BOX 2643 POMPANO BEACH (305) 975-8588 • ORLANDO (305) 894-6883

SCALE	1" = 40'	REVISIONS	NO./DATE	BY	DATE
DATE	2/24/88	REVISED	BLDG 14 VS SPBY SURVEY	BF	12/28/88
BY	D.F.			BF	12/28/88
CHECK	DMD				
FIELD BOOK	U/A				
PAGE					

ORB 5943 Pg. 317



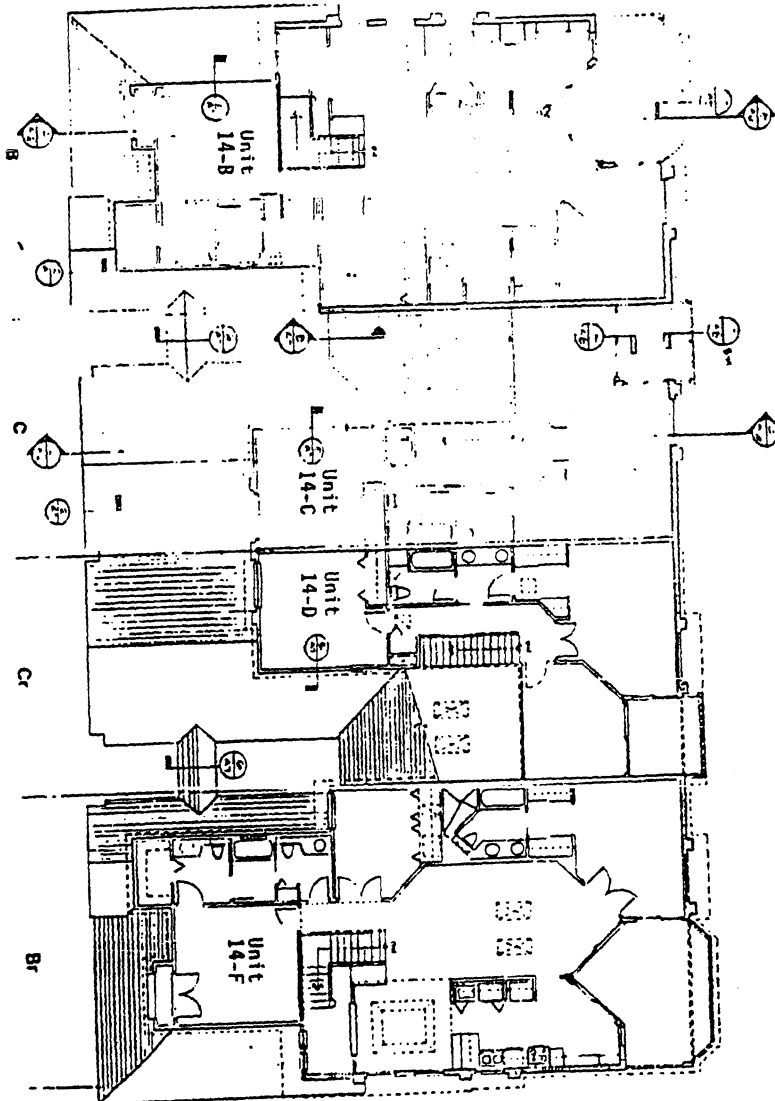
B  
 ISLES OF  
 B  
 B  
 B

1st FLOOR  
 BU NG # 14

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

ORB 5943 Pg 318

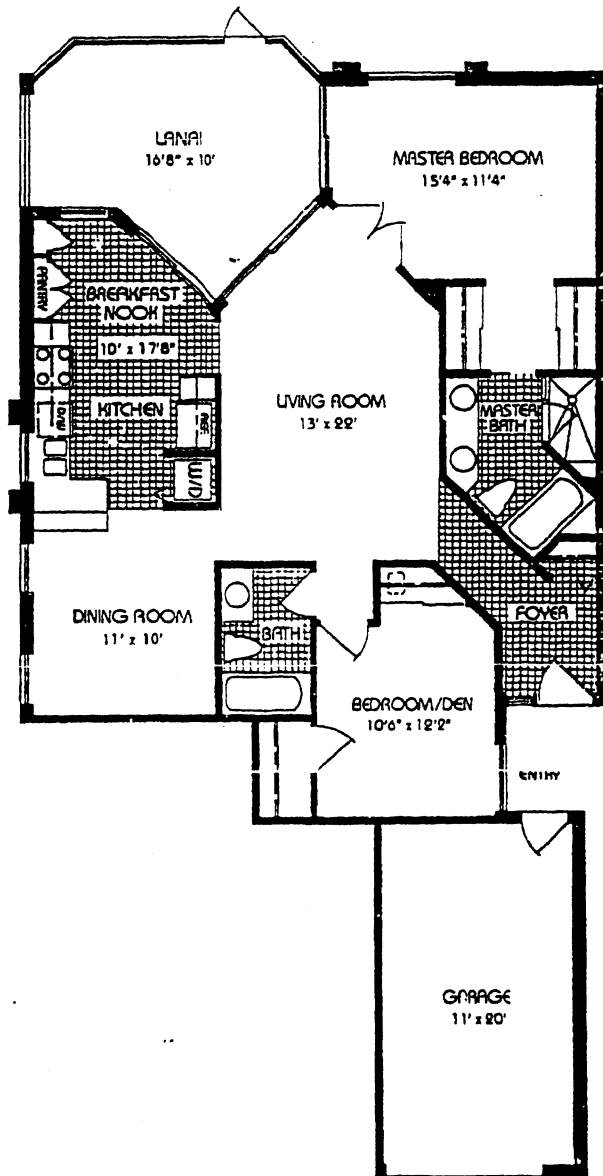
2nd FLOOR  
BUILDING # 14



B D C F

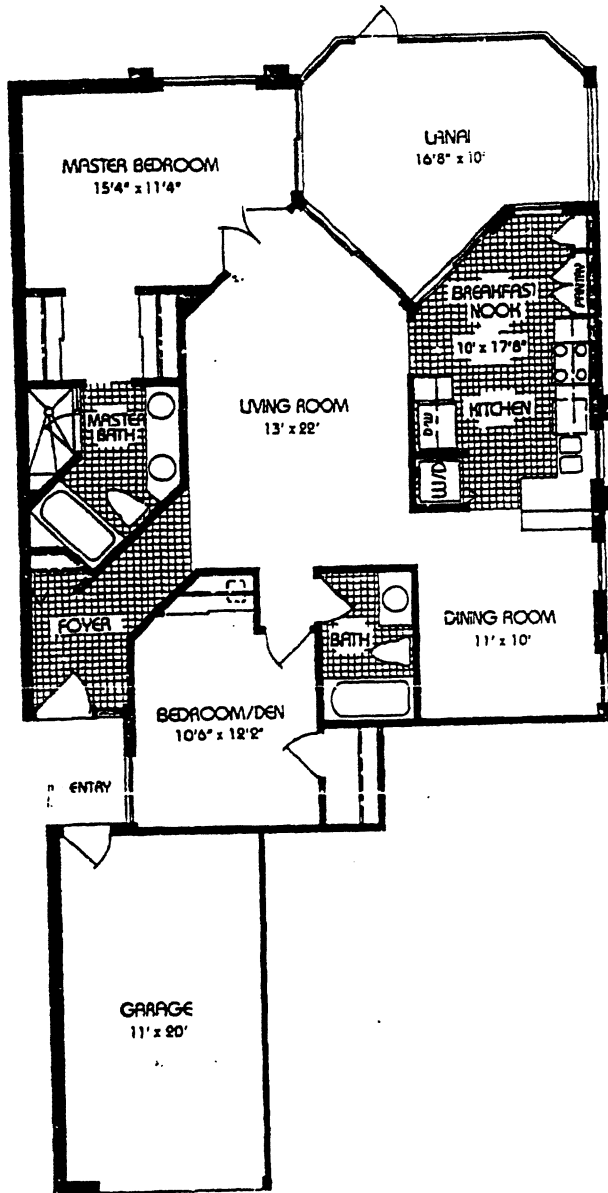
**RECORDER'S MEMO:** Legibility  
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ORB 5943 Pg 319



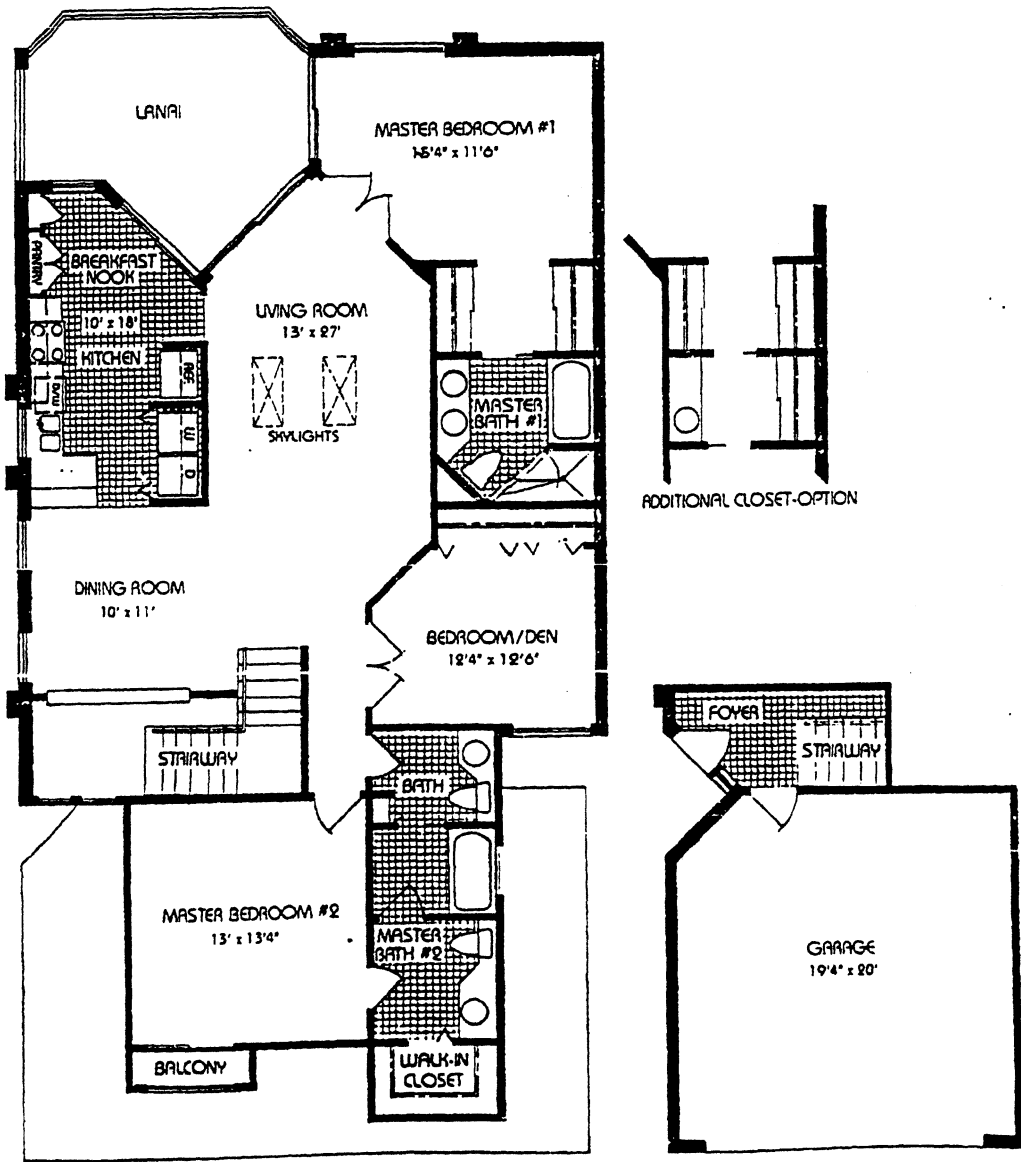
UNIT TYPE A

ORB 5943 Pg 320



UNIT TYPE A  
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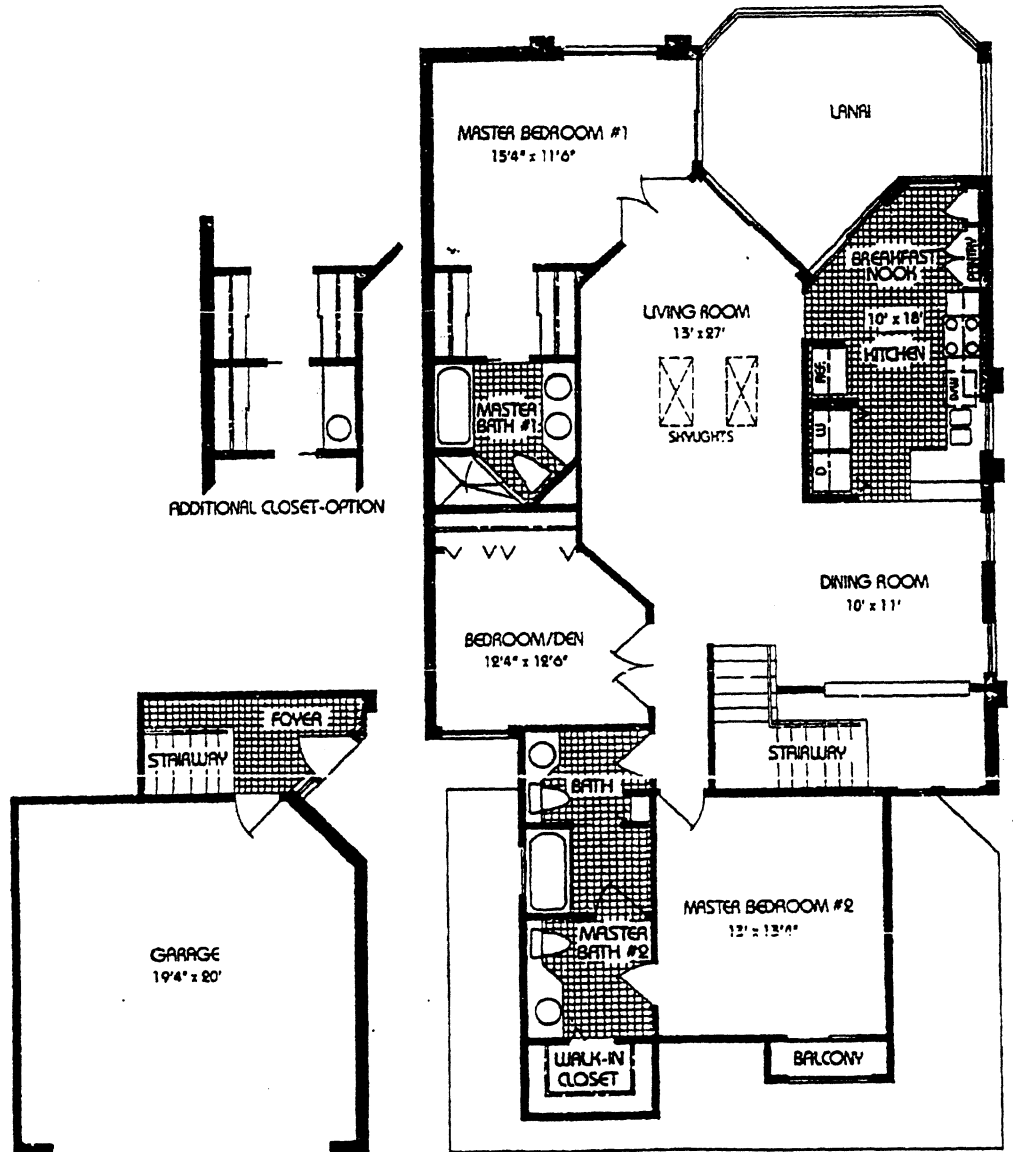
DRE 5943 Pg 321



SECOND FLOOR

UNIT TYPE<sup>P-97</sup>B

ORR 5943 Pg 322

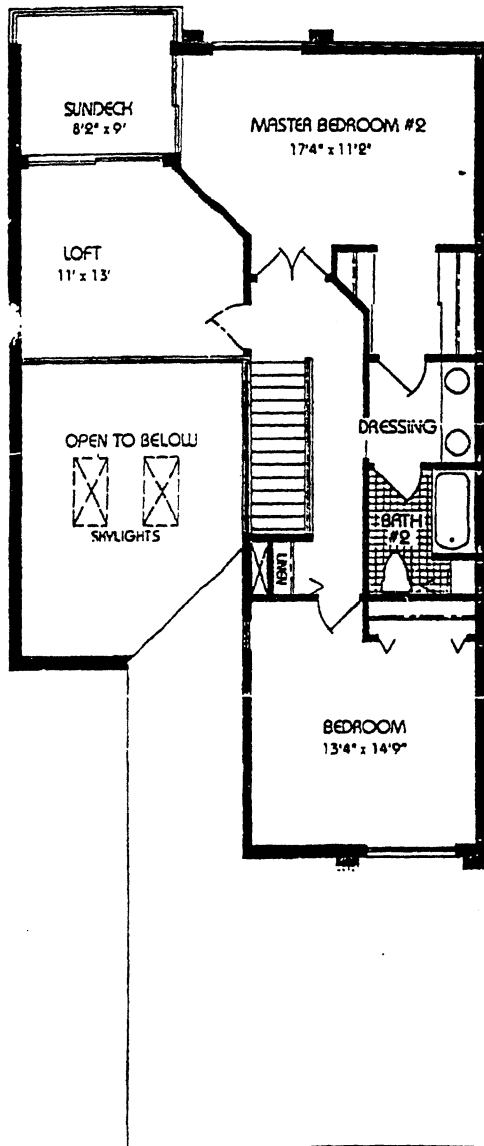


SECOND FLOOR

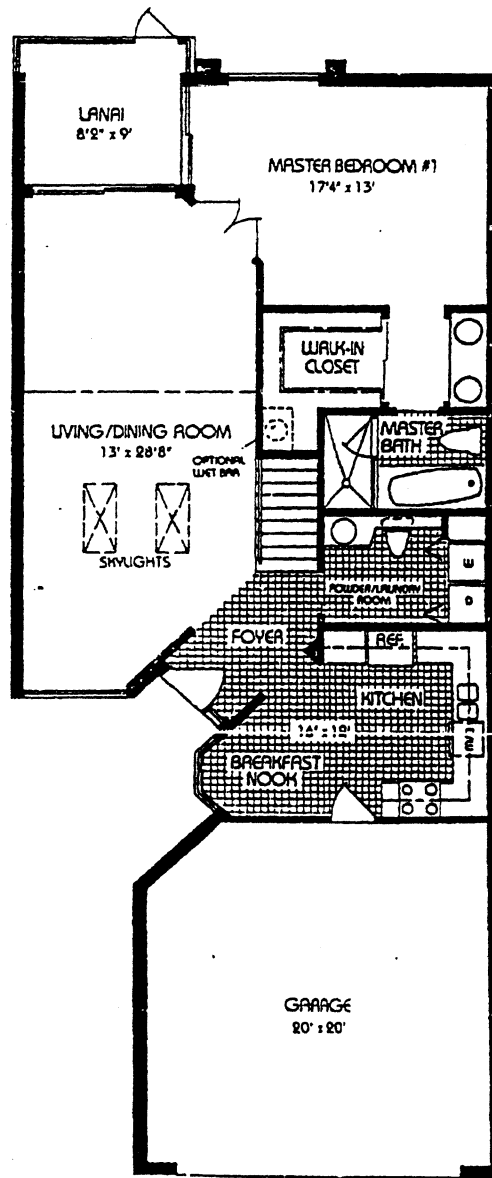
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ORB 5943 Pg 323

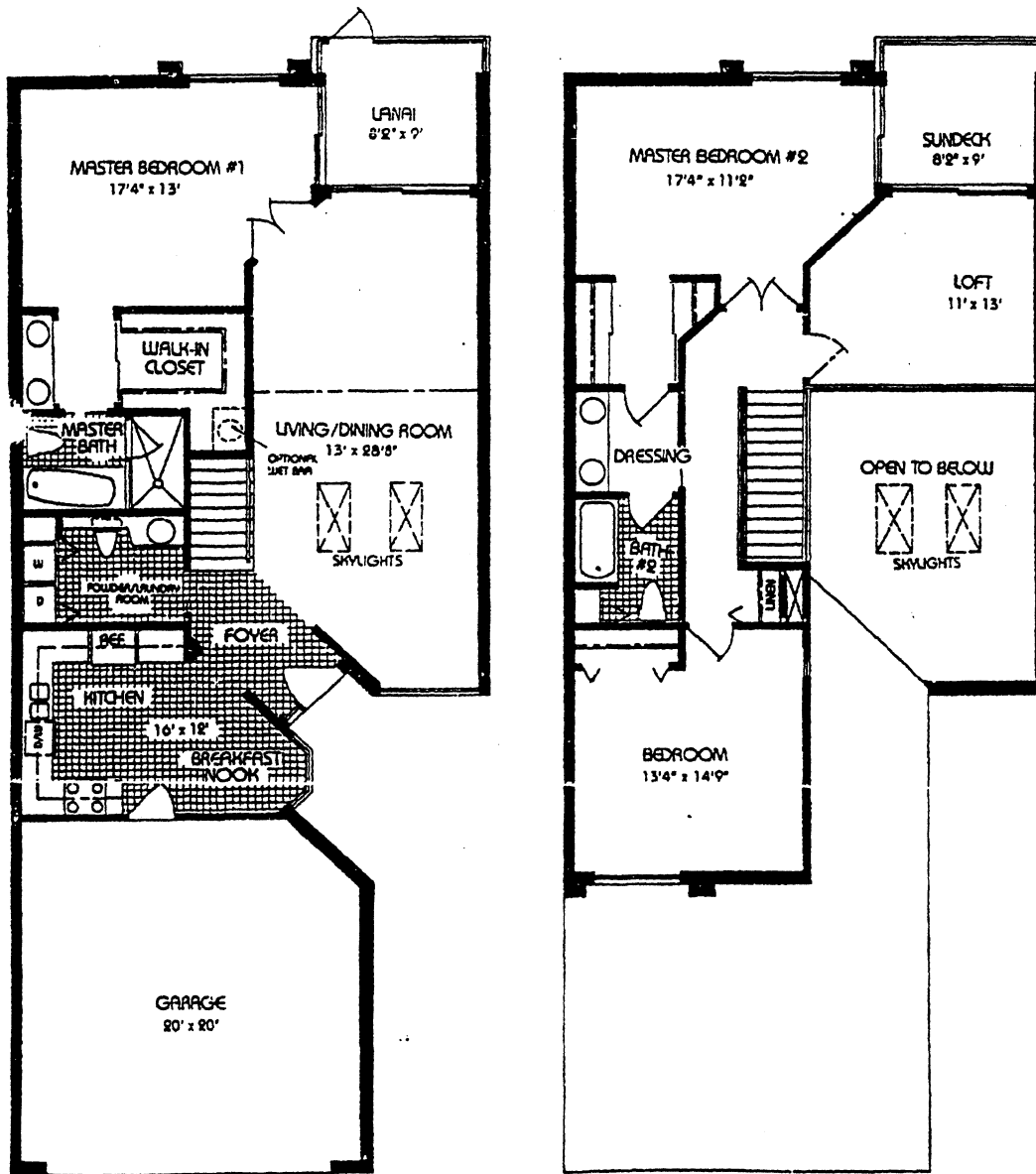


SECOND FLOOR



UNIT TYPE C9

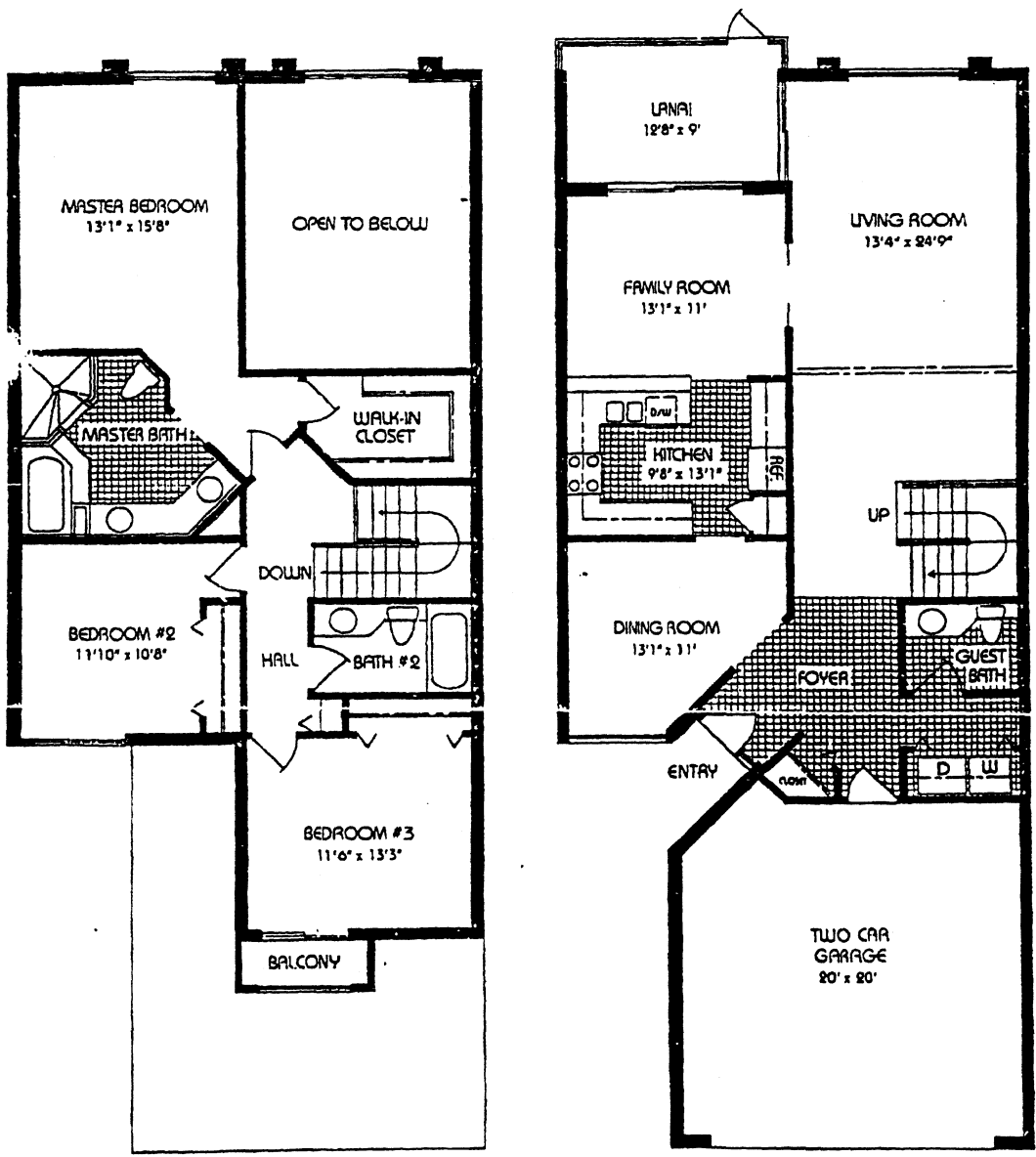
ORB 5943 Pg 324



SECOND FLOOR

UNIT TYPE C  
REVERSE

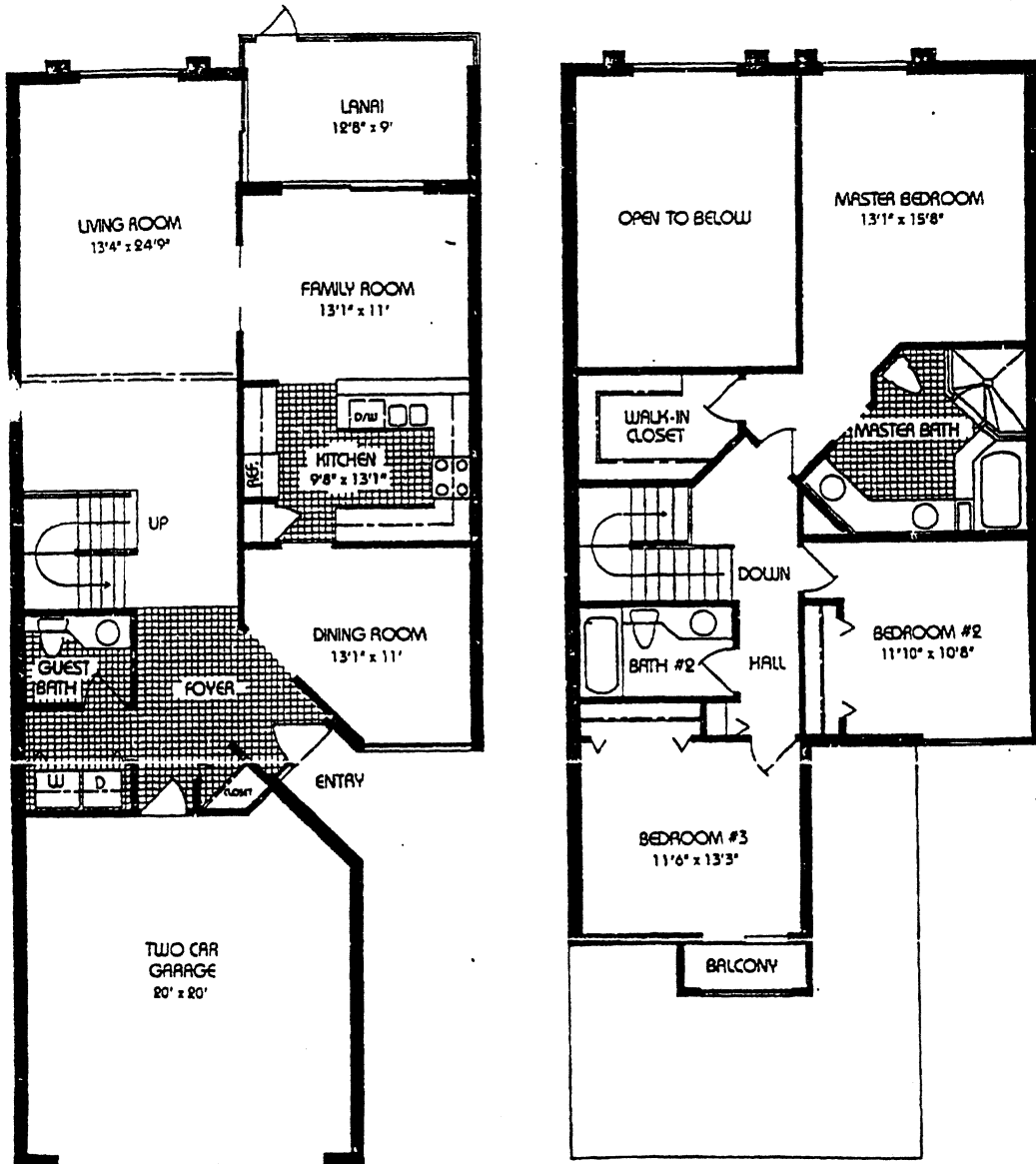
ORB 5943 Pg 325



SECOND FLOOR

UNIT TYPE-D1

ORB 5943 Pg 326



SECOND FLOOR

ORB 5943 Pg 327

EXHIBIT "C" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT OWNERS' PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,  
PERCENTAGE SHARE OF COMMON EXPENSES AND  
PERCENTAGE SHARE OF COMMON SURPLUS (PHASE I)

ORB 5943 Pg 328

EXHIBIT "C"  
 TO THE DECLARATION OF  
 ISLES OF BOCA CONDOMINIUM, SECTION II  
 PHASE I

THE PERCENTAGE OWNERSHIP OF  
 THE UNDIVIDED SHARE ON THE  
 COMMON ELEMENTS APPURTENANT  
 TO EACH CONDOMINIUM UNIT AND  
 EACH CONDOMINIUM UNIT'S PER-  
 CENTAGE SHARE OF THE COMMON  
 SURPLUS AND EACH CONDOMINIUM  
 UNIT'S PERCENTAGE SHARE OF  
 THE COMMON EXPENSES OF THE  
 CONDOMINIUM.

BUILDING AND  
UNIT NUMBER

UNIT TYPE

Building No. 12

12-A	A	3.2255
12-B	B	4.4512
12-C	C	5.2880
12-D	D	5.9777
12-E	C Reverse	5.2880
12-F	D Reverse	5.9777
12-G	D	5.9777

Building No. 13

Unit

13-A	A	3.2255
13-B	B	4.4512
13-C	C	5.2880
13-D	D	5.9777
13-E	C Reverse	5.2880
13-F	D Reverse	5.9777
13-G	A Reverse	3.2255
13-H	B Reverse	4.4512

Building No. 14

Unit

14-A	A	3.2255
14-B	B	4.4512
14-C	C	5.2880
14-D	C Reverse	5.2880
14-E	A Reverse	3.2255
14-F	B Reverse	4.4512

ORB 5943 Pg 361

EXHIBIT "F" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

LEGAL DESCRIPTION OF CONDOMINIUM  
(PHASE II) (PROPOSED)

ORB 5943 Pg 362

## DESCRIPTION: (Building 15, Phase II)

A portion of Parcel "A", ISLES OF BOCA, according to the Plat thereof, as recorded in Plat Book 53, Pages 78 and 79 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the most Westerly of the Southerly corners of said Parcel "A": thence North 89°36'55" East along a Southerly boundary of said Parcel "A", a distance of 153.20 feet; thence North 03°38'08" East, a distance of 50.12 feet to the POINT OF BEGINNING; thence South 89°36'55" West, a distance of 76.69 feet to a point of curvature of a curve concave Northeasterly; thence Westerly and Northerly along the arc of said curve having a radius of 30.00 feet, a central angle of 94°29'48" and an arc length of 49.48 feet to the point of tangency; thence North 04°06'43" East, a distance of 192.05 feet to a point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve having a radius of 55.00 feet, a central angle of 16°18'26" and an arc length of 15.65 feet to the point of tangency; thence North 20°25'09" East, a distance of 24.45 feet; thence South 69°34'51" East, a distance of 101.95 feet to a point on the Westerly boundary of TRACT L-1 of said ISLES OF BOCA; thence South 03°38'08" West, a distance of 226.23 feet to the POINT OF BEGINNING.

Said lands situate lying and being in Palm Beach County, Florida, containing 26,151 square feet or 0.600 acres more or less.

## NOTES:

1. This is not a Sketch of Survey but only a graphic depiction of the lands described hereon, and in no way reflects actual field measurements or location.
2. Bearings shown hereon are relative to the Plat of ISLES OF BOCA, as recorded in Plat Book 53, Pages 78 and 79, of the Public Records of Palm Beach County, Florida.

## CERTIFICATE:

I hereby certify to ISLES OF BOCA that this SKETCH OF SURVEY is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards for Land Surveying in the State of Florida as set forth in Chapter 21HH-6 of the FLORIDA ADMINISTRATIVE CODE.

DARBY AND WAY, INC.

Sheet 1 of 2  
O.0202.13  
March 9, 1988  
BF/ds  
88008



ORB 5943 Pg 363

DESCRIPTION: (Building 16, Phase II)

A portion of Parcel "A", ISLES OF BOCA, according to the Plat thereof, as recorded in Plat Book 53, Pages 78 and 79 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the most Northerly corner of said Parcel "A"; thence South  $33^{\circ}54'30''$  East, a distance of 104.97 feet to the POINT OF BEGINNING; thence continue South  $33^{\circ}54'30''$  East, a distance of 98.51 feet; thence South  $16^{\circ}38'00''$  East, a distance of 162.15 feet to a point of intersection with a curve concave Northeasterly and whose radius point bears North  $57^{\circ}06'20''$  East from the last described point, the last three described courses being coincident with the Northerly boundary of said Parcel "A"; thence Northerly along the arc of said curve having a radius of 75.00 feet, a central of  $16^{\circ}15'40''$ , and an arc length of 21.29 feet to the point of tangency; thence North  $16^{\circ}38'00''$  West, a distance of 95.74 feet to a point of curvature of a curve concave Southerly; thence Northerly, Northwesterly and Southwesterly along the arc of said curve having a radius of 20.00 feet, a central angle of  $105^{\circ}54'37''$ , and an arc length of 36.97 feet to the point of tangency; thence South  $57^{\circ}27'23''$  West, a distance of 138.83 feet to a point of curvature of a curve concave Southeasterly; thence Southwesterly and Southerly along the arc of said curve having a radius of 10.00 feet, a central angle of  $53^{\circ}49'15''$  and an arc length of 9.39 feet to the point of tangency; thence South  $03^{\circ}38'08''$  West, a distance of 4.70 feet, the last six described courses being coincident with the Northerly boundary of TRACT L-1 of said ISLES OF BOCA; thence North  $69^{\circ}34'51''$  West, a distance of 101.95 feet; thence North  $20^{\circ}25'09''$  East, a distance of 37.78 feet to a point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve having a radius of 55.00 feet, a central angle of  $34^{\circ}34'51''$  and an arc length of 33.20 feet to the point of tangency; thence North  $55^{\circ}00'00''$  East, a distance of 150.28 feet to a point of curvature of a curve concave Northwesterly, thence Northeasterly along the arc of said curve having a radius of 620.00 feet, a central angle  $2^{\circ}59'12''$  and an arc length of 32.32 feet to the POINT OF BEGINNING.

Said lands situate lying and being in Palm Beach County, Florida, containing 24,732 square feet or 0.568 acres more or less.

NOTES:

1. There have been no improvements located above or below ground in connection with this survey except for the ones shown hereon.
2. Reproductions of the Sketch are not valid unless sealed with an embossed surveyor's seal.
3. Bearings shown hereon are relative to the Plat of ISLES OF BOCA, as recorded in Plat Book 53, Pages 78 and 79, of the Public Records of Palm Beach County, Florida.
4. Benchmark: Nail and tab at the intersection of S.W. 18th Street and Palm D'Oro Road. Elevation = 14.87
5. Elevations shown hereon are based on the National Geodetic Vertical Datum of 1929.
6. It is the intent of the drainage for this project to flow to the center of the paved access ways and to be positively conveyed into the lake.

Sheet 1 of 3  
January 11, 1988  
Rev: June 14 1988  
Job No. 80-0202

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

P-139

ORB 5943 Pg 364

## DESCRIPTION: (Building 17, Phase II)

A portion of TRACT A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat Book 43, Pages 63 through 65, inclusive of the Public Records of Palm Beach County, Florida, described as follows:

Commencing at the Northwest corner of said TRACT A; thence South 33°54'30" East along the Westerly boundary of said TRACT A, a distance of 104.97 feet to an intersection with a curve concave Northwesterly, whose radius point bears North 37°59'12" West from the last described point, said point also being the POINT OF BEGINNING; thence Northeasterly along the arc of said curve having a radius of 620.00 feet, a central angle of 8°27'56", and an arc length of 91.61 feet to a point of reverse curvature of a curve concave Southerly; thence Northeasterly and Southeasterly along the arc of said curve having a radius of 35.00 feet, a central angle of 119°49'08", and an arc length of 73.19 feet to the point of tangency; thence South 16°38'00" East, a distance of 230.83 feet to a point of curvature of a curve concave Northwesterly; thence Southerly and Southwesterly along the arc of said curve having a radius of 5.00 feet, a central angle of 94°12'00", and an arc length of 8.22 feet to the point of tangency; thence South 77°34'00" West, a distance of 23.14 feet; thence South 12°26'00" East, a distance of 12.50 feet; thence South 59°27'47" West, a distance of 78.61 feet; thence North 16°38'00" West, a distance of 162.15 feet; thence North 33°54'30" West, a distance of 98.61 feet to the POINT OF BEGINNING, the last two described courses being coincident with the Westerly boundary of said TRACT A.

Said lands situate lying and being in Palm Beach County, Florida, containing 30,404 square feet or 0.6980 acres more or less.

## NOTES:

1. This is not a Sketch of Survey but only a graphic depiction of the lands described hereon, and in no way reflects actual field measurements or location.
2. Bearings shown hereon are relative to the Plat of DEERHURST LAKES PHASE ONE, as recorded in Plat Book 43, Pages 63 through 65, of the Public Records of Palm Beach County, Florida.

## CERTIFICATE:

I hereby certify that this SKETCH OF SURVEY is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards for Land Surveying in the State of Florida as set forth in Chapter 21HH-6 of the FLORIDA ADMINISTRATIVE CODE.

DARBY AND WAY, INC.

Sheet 1 of 2  
 March 11, 1988  
 82-0202  
 EF/ds  
 88008.BF2

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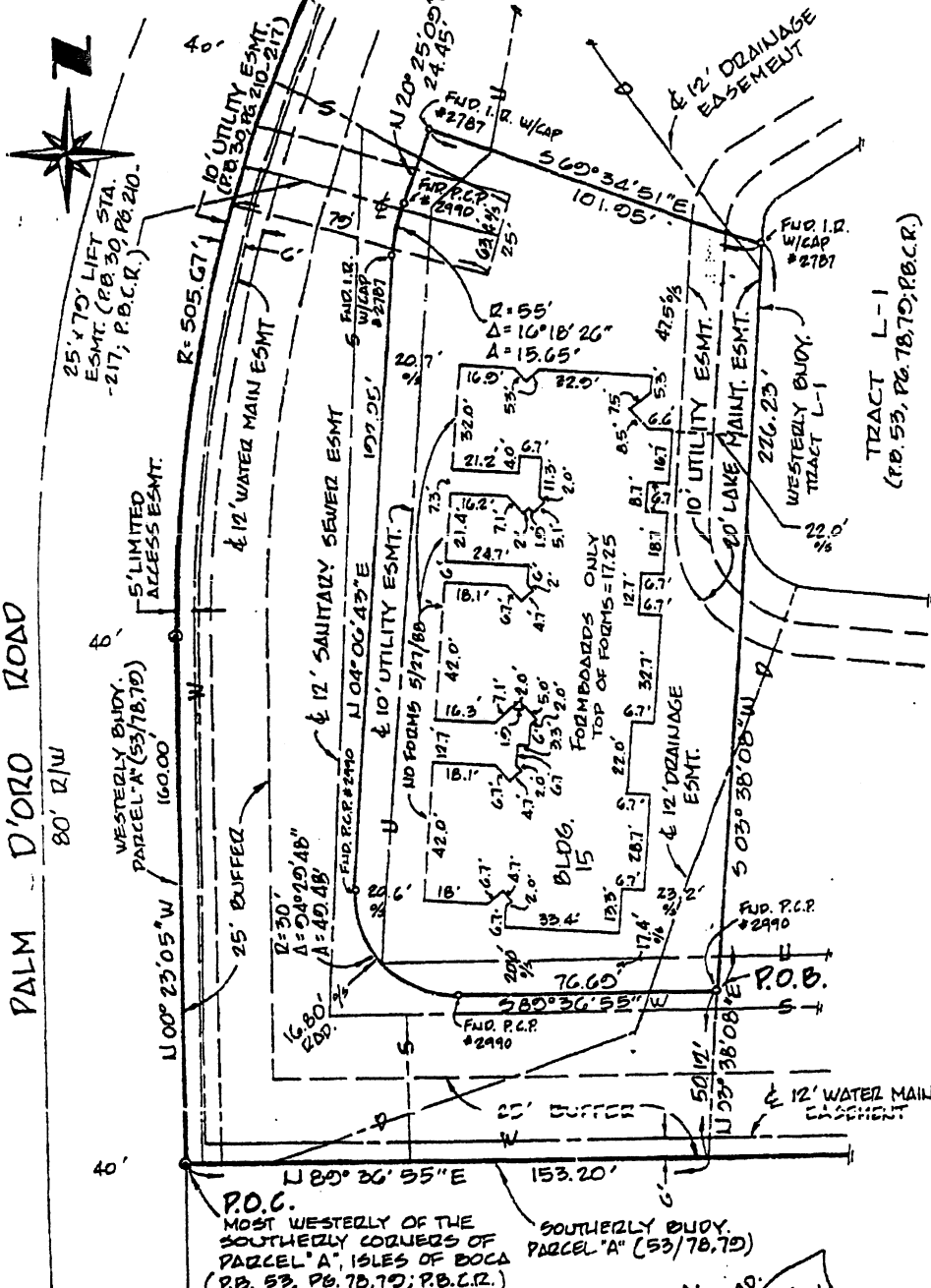
ORB 5943 Pg 365

EXHIBIT "G" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

SURVEY, SITE PLAN, PLOT PLAN, BUILDING FLOOR PLANS,  
UNIT FLOOR PLANS, (PHASE II)  
(PROPOSED)

ORB 5943 Pg 366

SKETCH TO ACCOMPANY DESCRIPTION  
BUILDING 15 - PHASE II



P.O.C.  
MOST WESTERLY OF THE  
SOUTHERLY CORNERS OF  
PARCEL "A", ISLES OF DOCA  
(P.B. 53, P.G. 78, 79; P.B.C.R.)

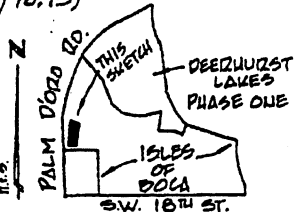
SOUTHERLY BUDY.  
PARCEL "A" (53/78.70)

NOTE:  
EASEMENTS SHOWN HEREON PER  
P.B. 53, P.G. 78, 79, P.B.C.R., UNLESS  
OTHERWISE NOTED.

TRACT 73  
(P.B. 30, P.G. 210-217)  
P.B.C.R.

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SHEET 2 OF 2

80-0202

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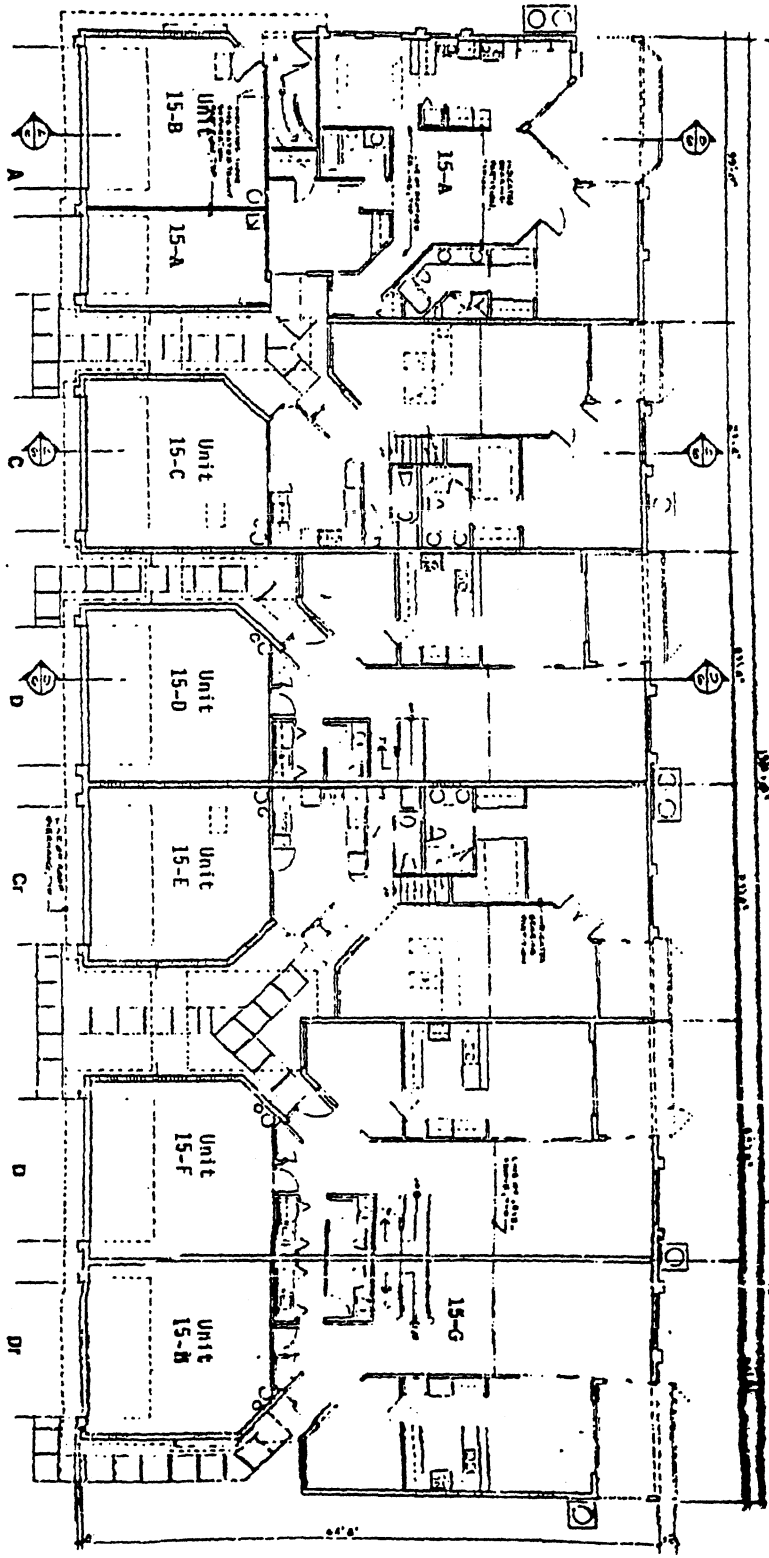
PROFESSIONAL SURVEYING AND ENGINEERING

1439 S. POMPANO PARKWAY POMPANO BEACH, FLORIDA 33064  
727-722-1100 BEACH (305) 973-6388 ORLANDO (305) 894-6844

SCALE	REVISIONS	BY	DATE
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DATE			
3-9-88			
BY			
B.F.			
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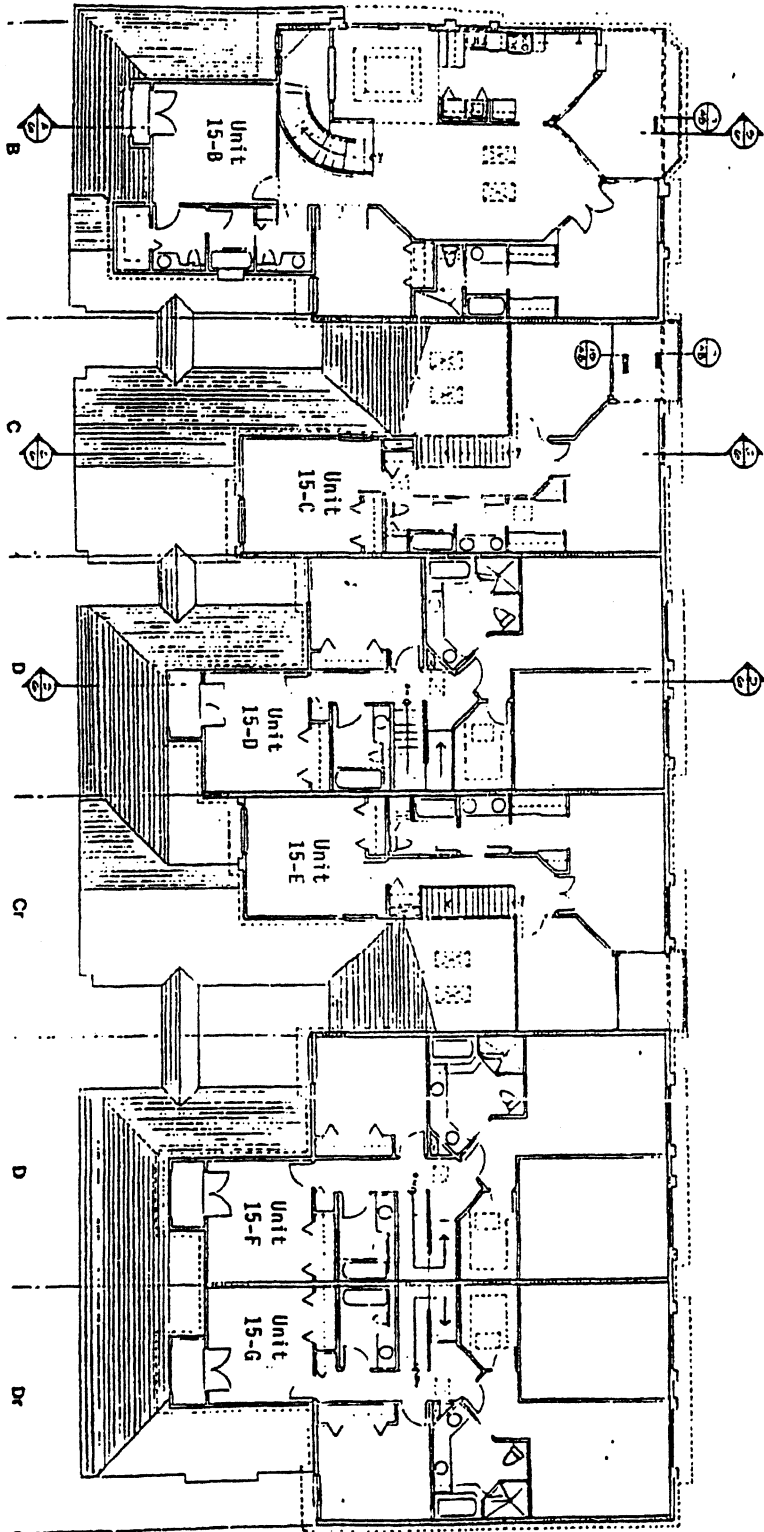
ORB 5943 Pg 367

**1st FLOOR**  
BUILDING #15



**ISLES OF**  
B D C A

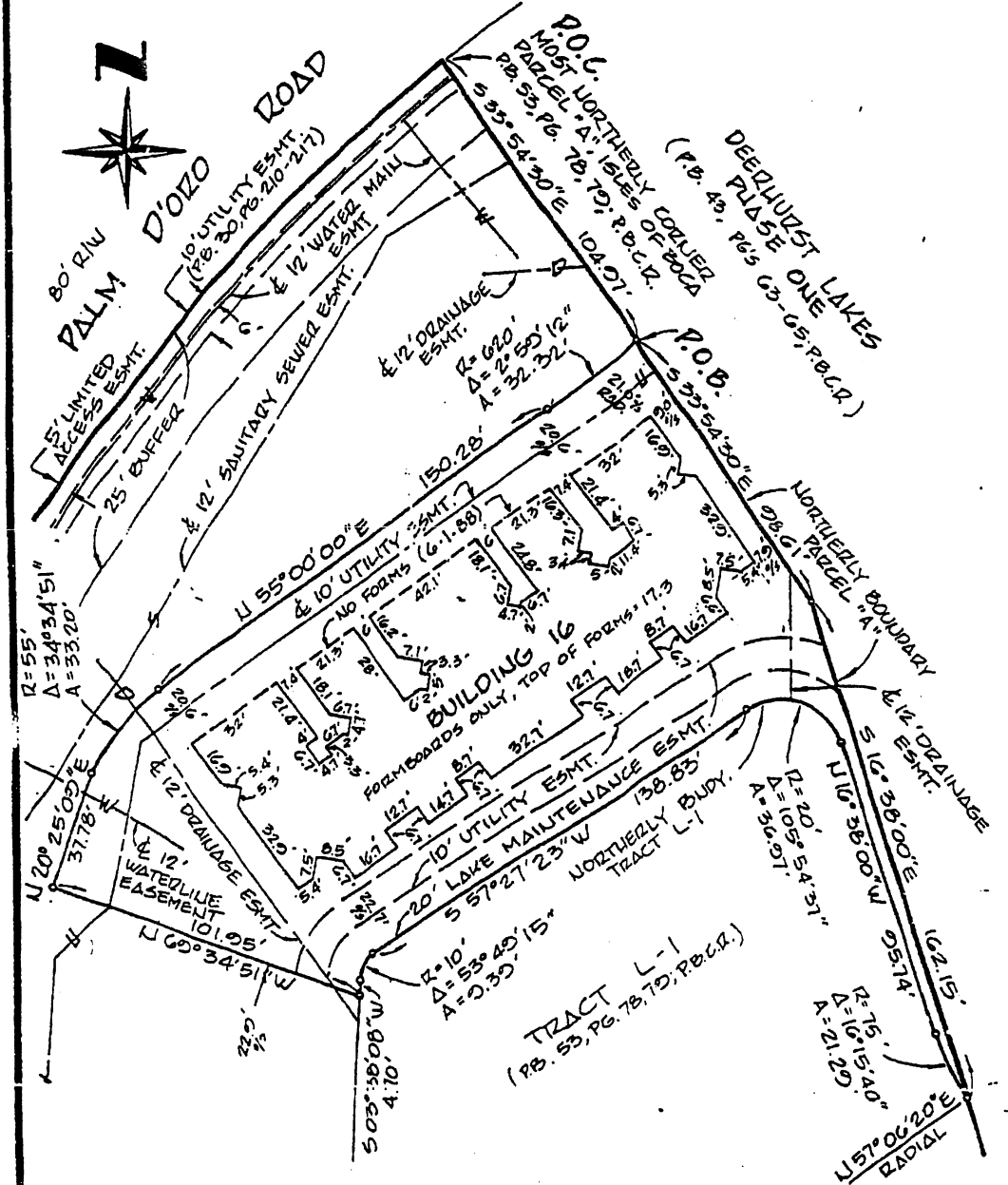
OR# 5943 Pg 368



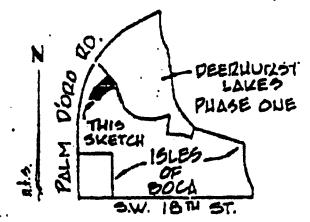
2nd FLOOR  
BUILDING #15

SKETCH OF SURVEY  
BUILDING 16 - PHASE II

ORB 5943 Pg 369



NOTE:  
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P.B. 53, P.G. 78, 79; P.B.C.R., UNLESS  
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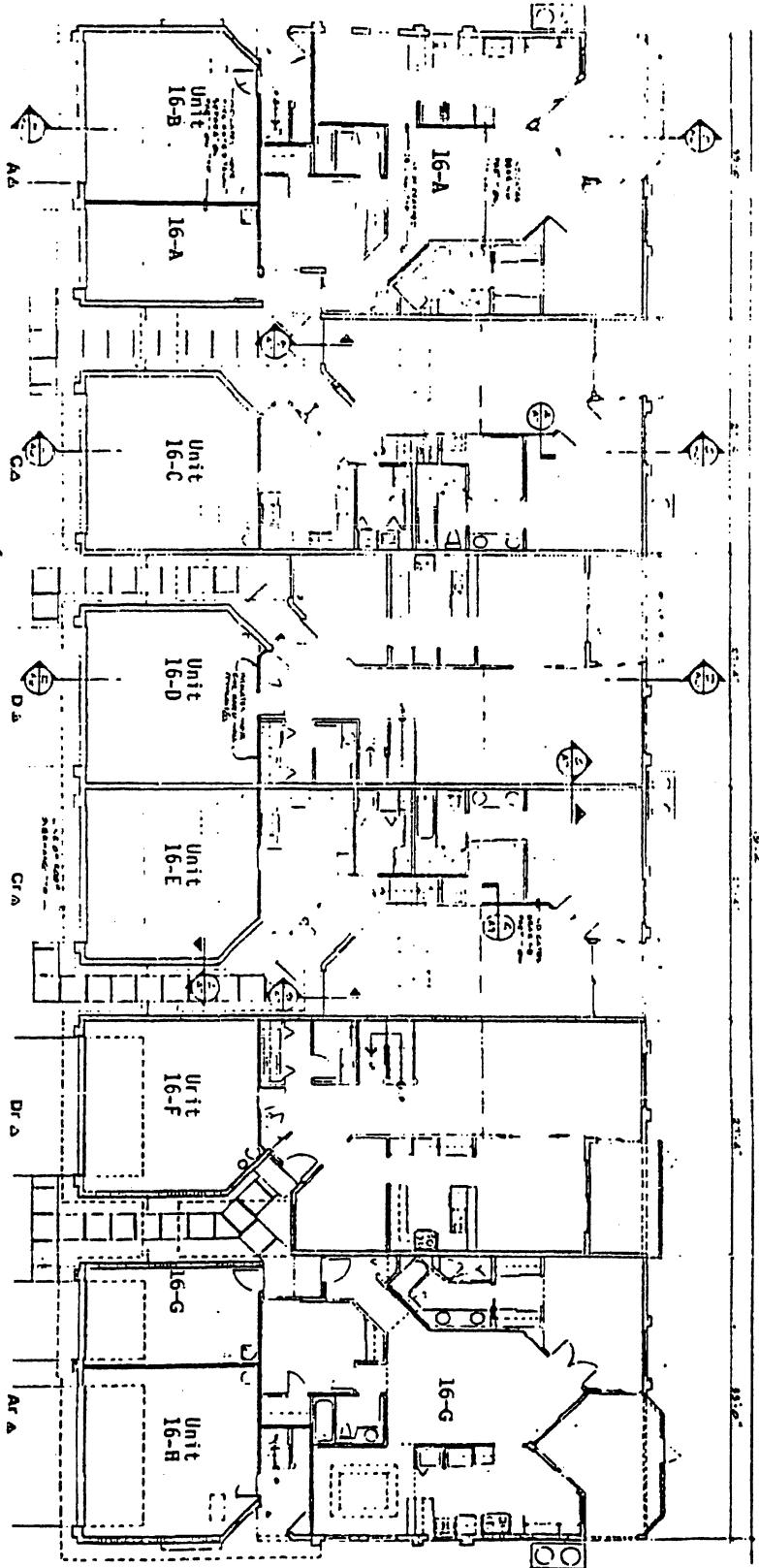
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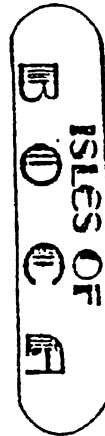
*Dawby and Way, Inc.*  
PROFESSIONAL SURVEYING AND ENGINEERING

1439 S. POMPHO PARKWAY POMPANO BEACH, FLORIDA 33069  
POMPANO BEACH (305) 975-8388 - ORLANDO (305) 894-6883

SCALE 1" = 40'	REVISIONS	DATE
DATE 3-9-88	REVISED 5/24/88 DIMS R 23	BY B.F. 5/24/88
BY B.F.	ADD 20' W/DRAINAGE 12' TRACT	BY B.F. 5/24/88
CHECK DMD		
FIELD BOOK N/A		
PAGE		

ORB 5943 Pg 370



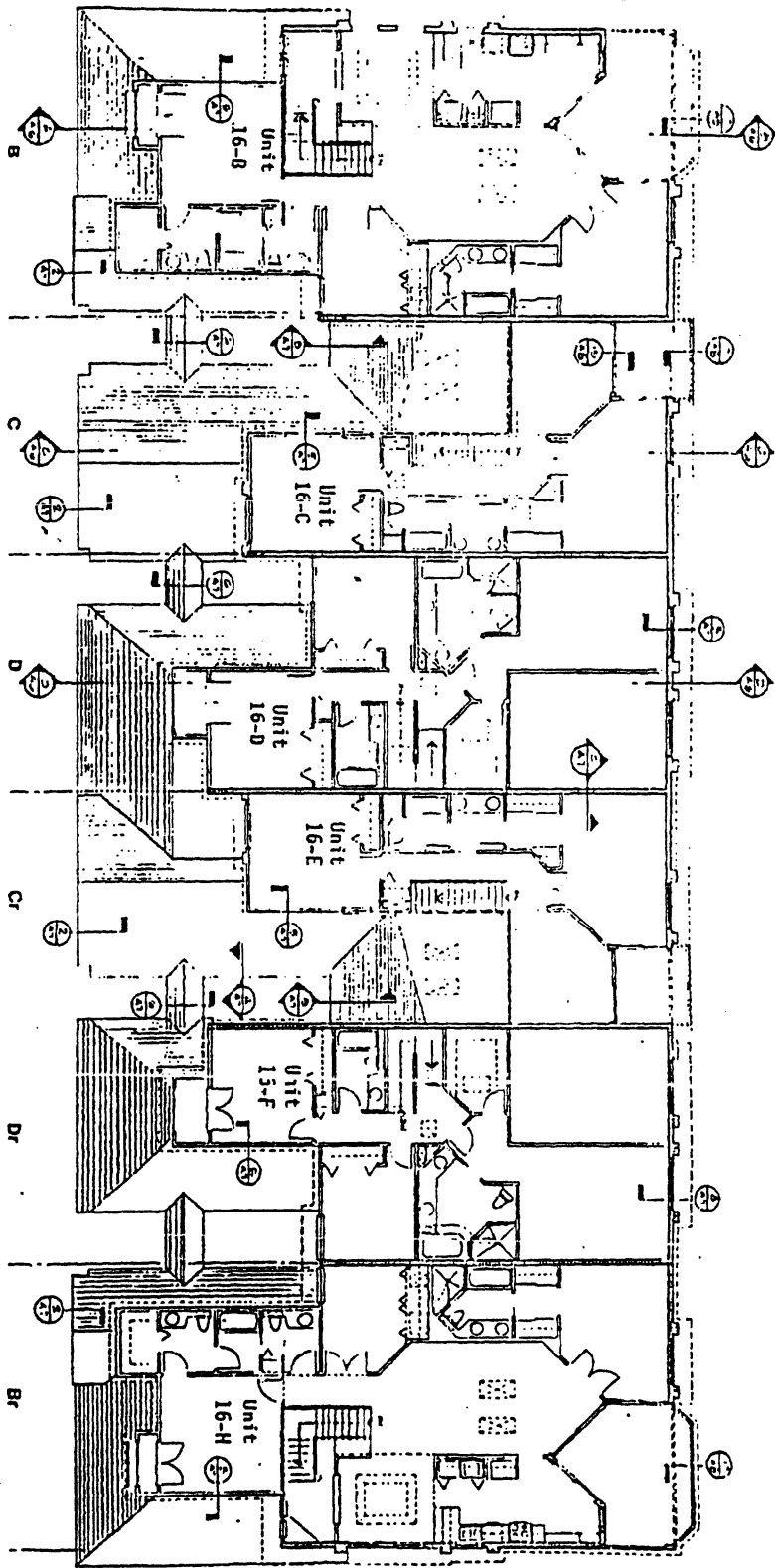

  
 ISLES OF

**1st FLOOR**  
 BUILDING #16

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 when received.



ORB 5943 Pg 371



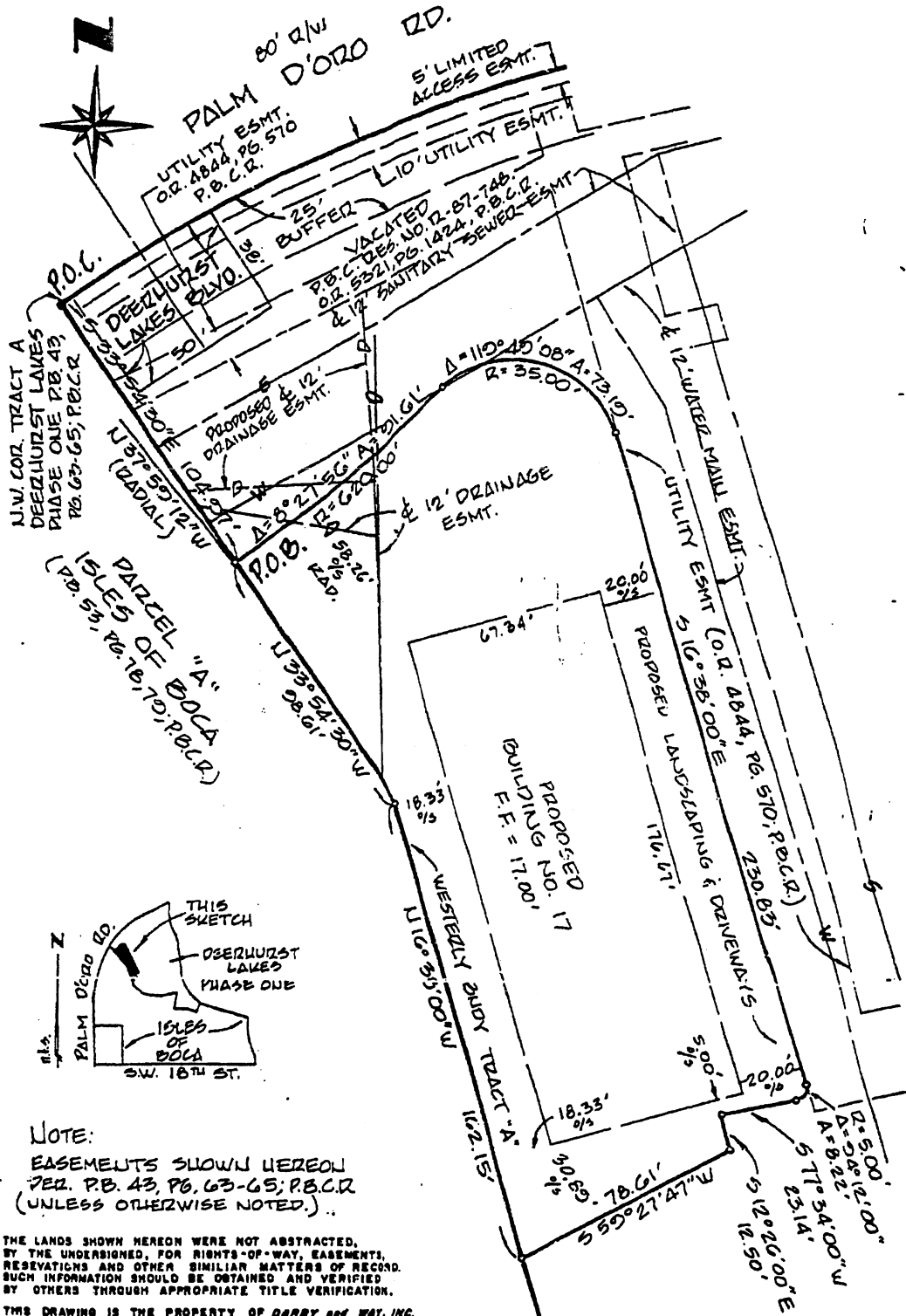
ISLES OF  
 B D C F

2nd FLOOR  
 DING # 16

RECORDER'S MEMO: Legibility  
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ORB 5943 Pg 372

SKETCH TO ACCOMPANY DESCRIPTION  
BUILDING 17— PHASE II



NOTE:  
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PER. P.B. 43, P.G. 63-65; P.B.C.R.  
(UNLESS OTHERWISE NOTED.)

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SHEET 2 OF 2

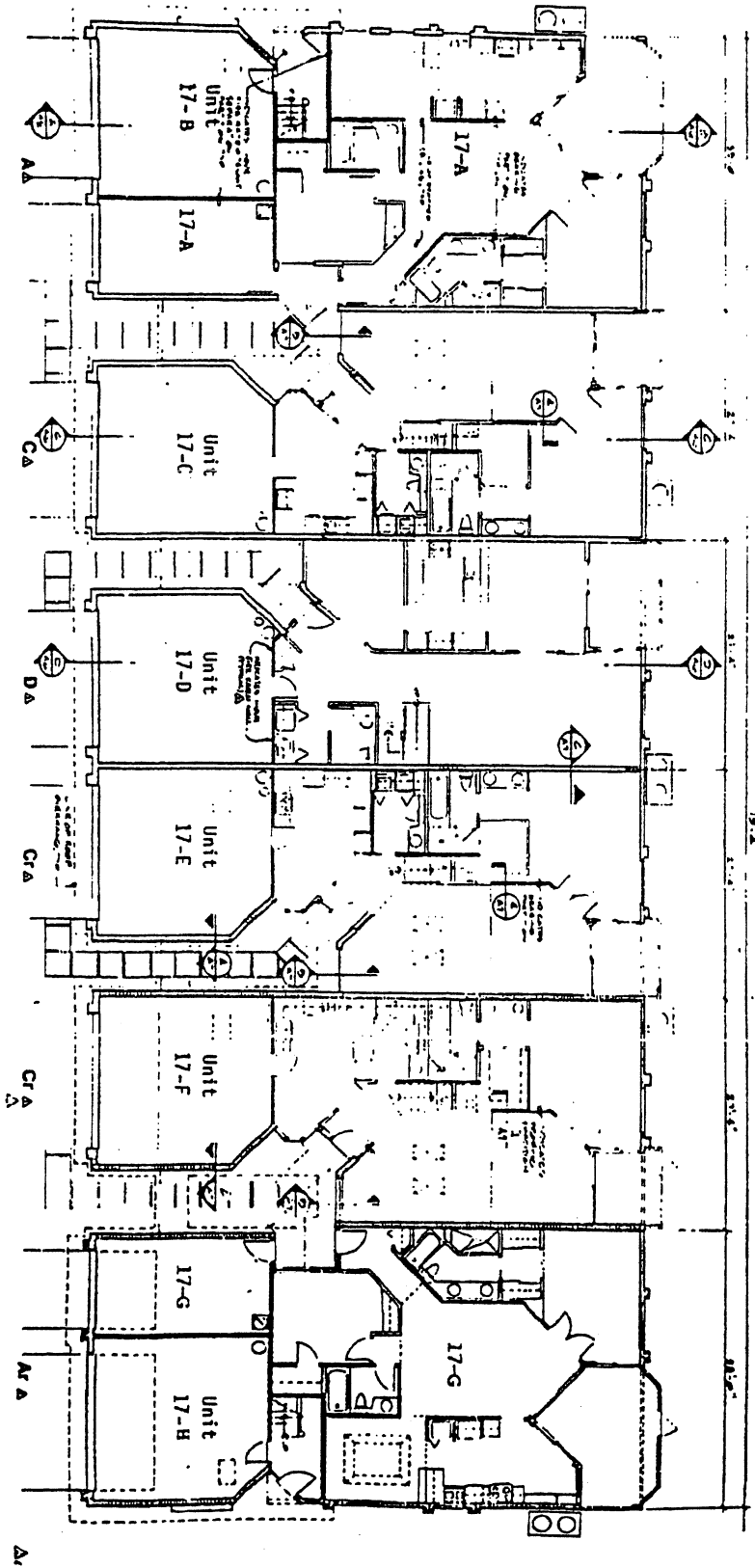
80-0202

*Darty and Way, Inc.*  
PROFESSIONAL SURVEYING AND ENGINEERING

SCALE	1" = 40'	REVISIONS and/or ADDITIONS	BY (I.C.'S)	DATE
DATE	3-9-88	REVISED PER DIM'S & 9/4'S	B.F.	3/5/88
BY	B.F.			
CHECK	DMD			
FIELD BOOK	N/A			
PART				

1430 S POMPANO PARKWAY POMPANO BEACH, FLORIDA 33061  
POMPANO BEACH (305) 973-8348 • ORLANDO (305) 894-4883  
P-148

ORE 5943 Ps 373

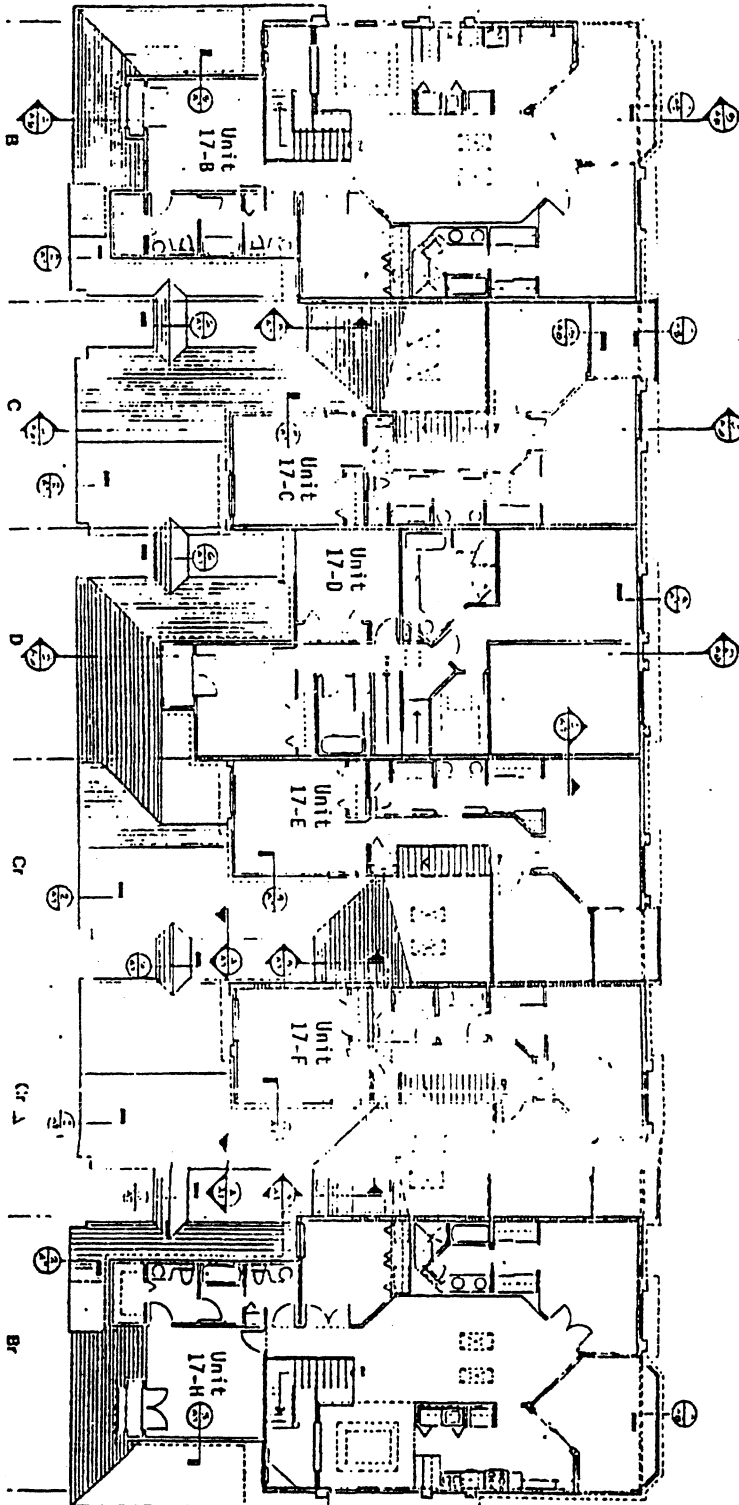


ISLES OF  
 B C D E F

1st FLOOR  
 BUILDING # 17

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

ORE 5943 Pg 374

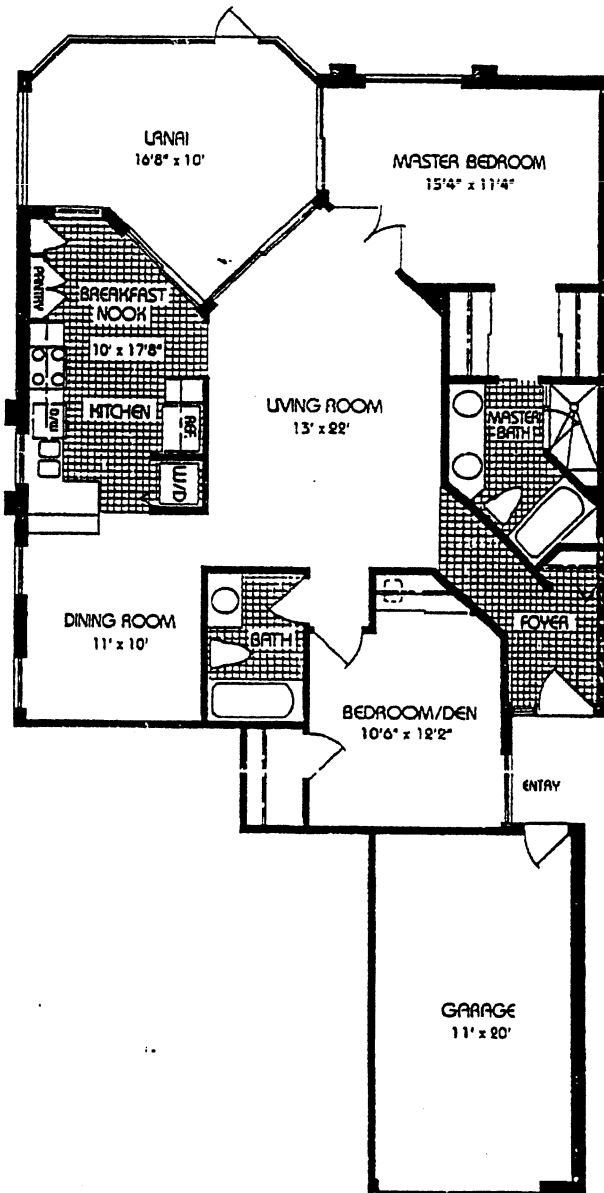


ILES OF  
 B D C F

**2nd FLOOR**  
**BUILDING #17**

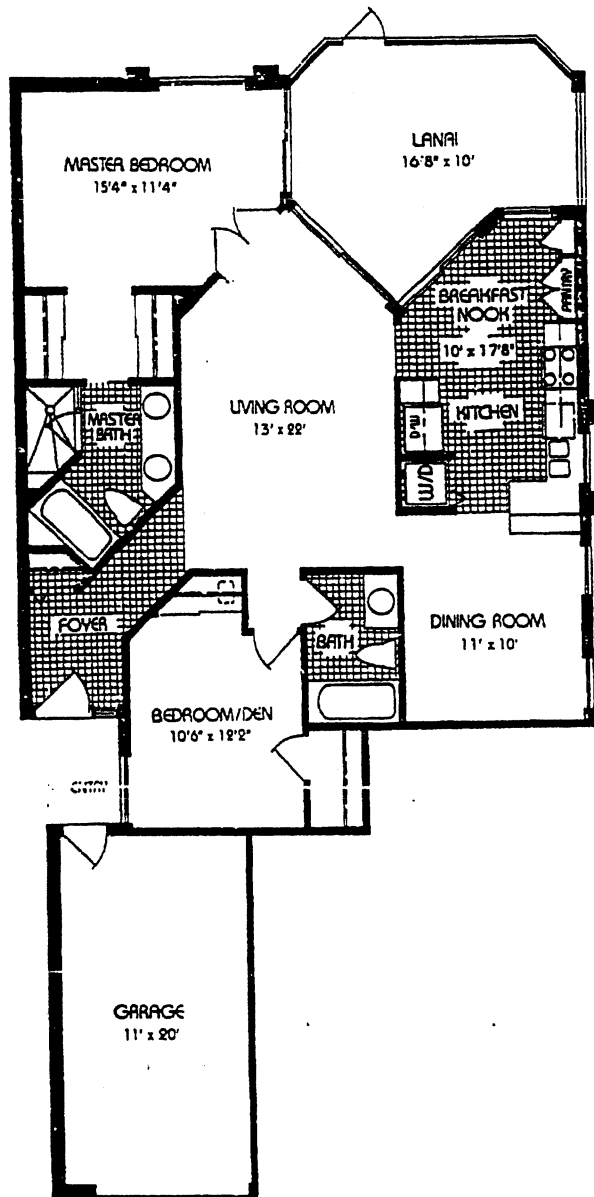
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ORB 5943 Pg 375



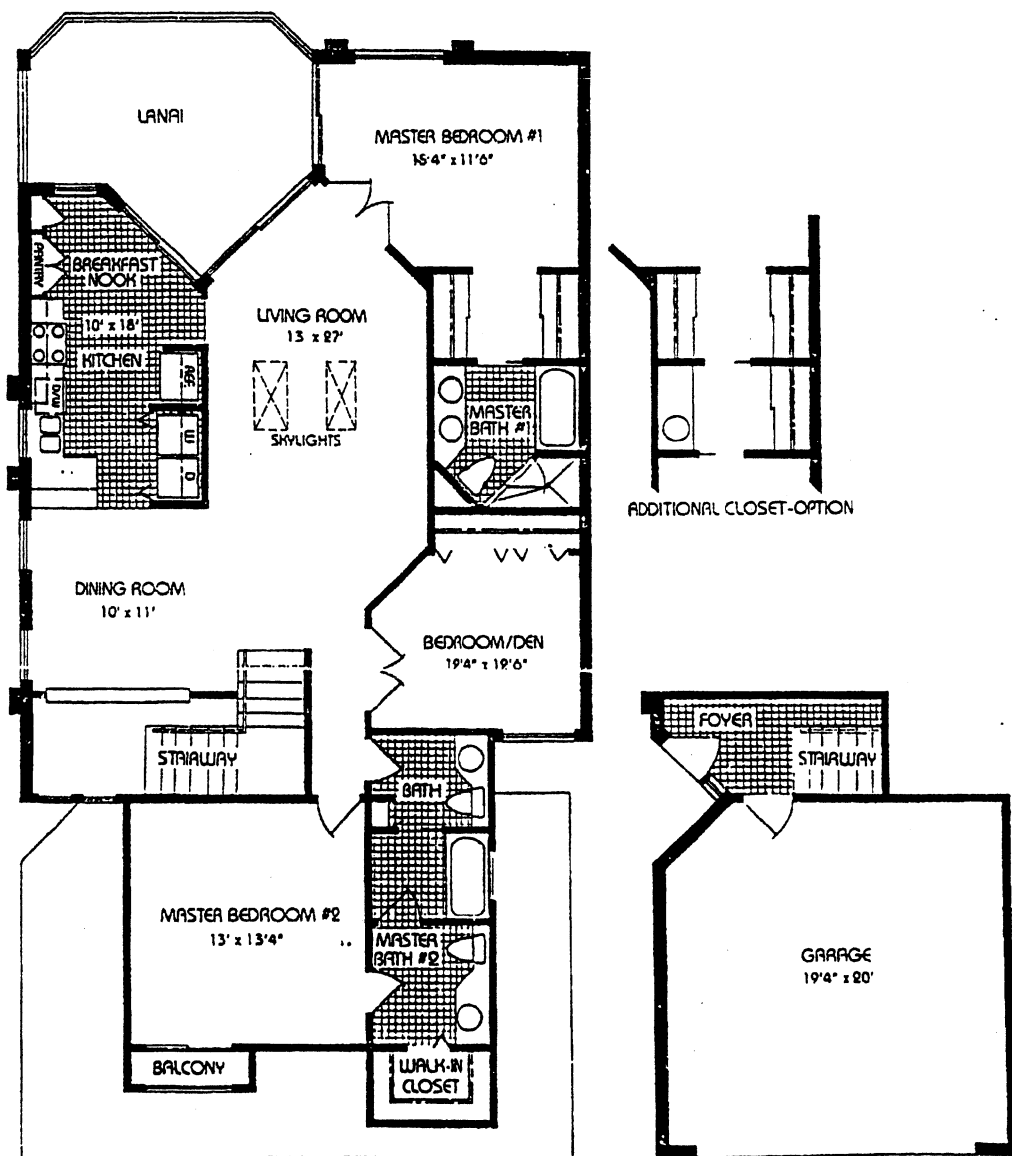
UNIT TYPE A

ORB 5943 Pg 376



UNIT TYPE A  
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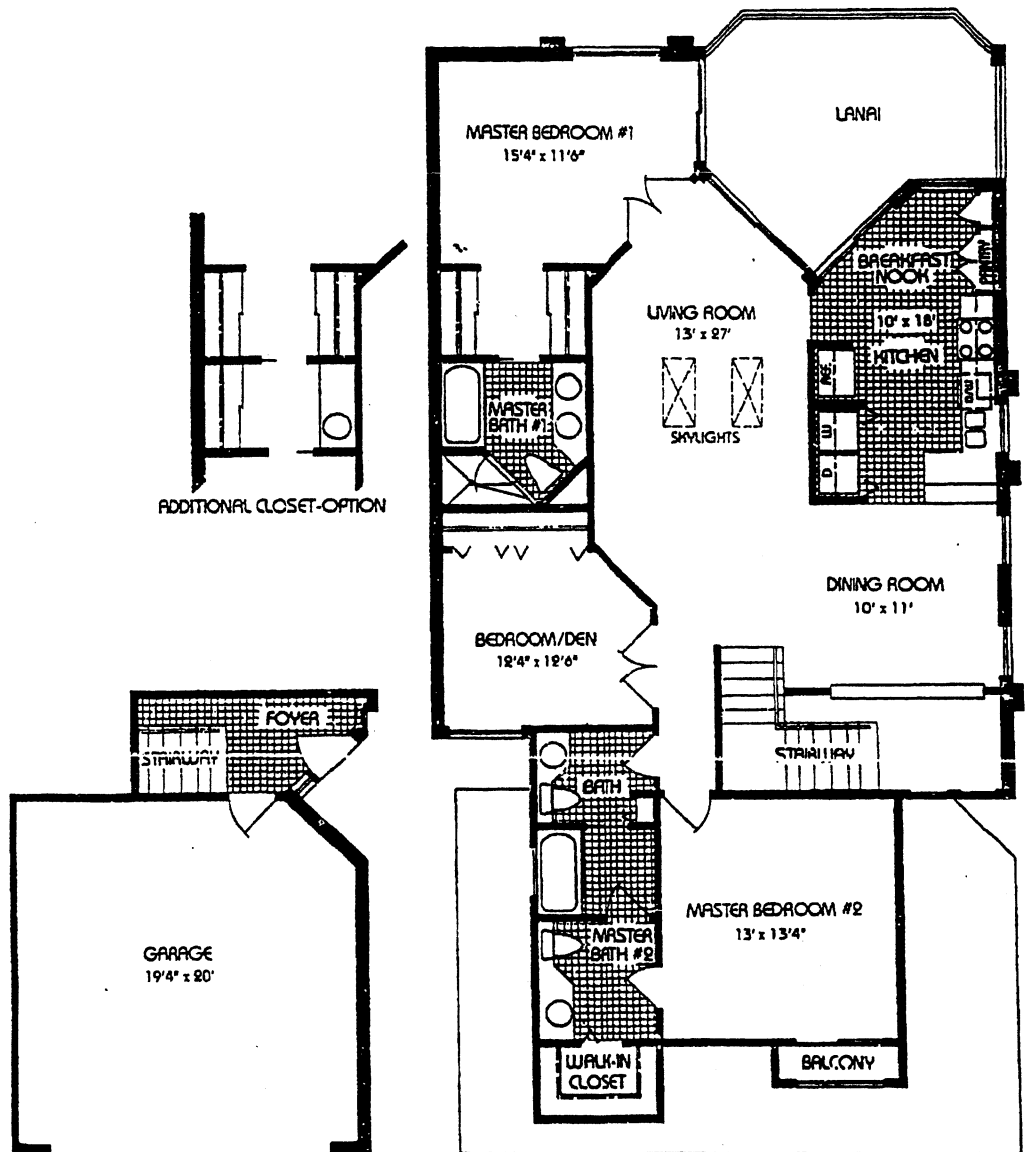
DR: 5943 Pg 377



SECOND FLOOR

P-153  
UNIT TYPE B

ORB 5943 Pg 378

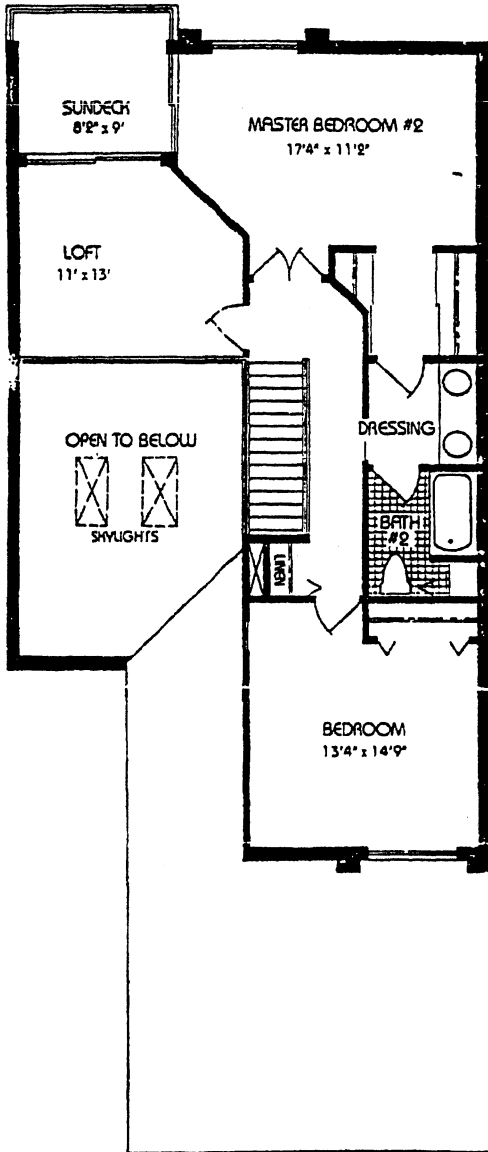


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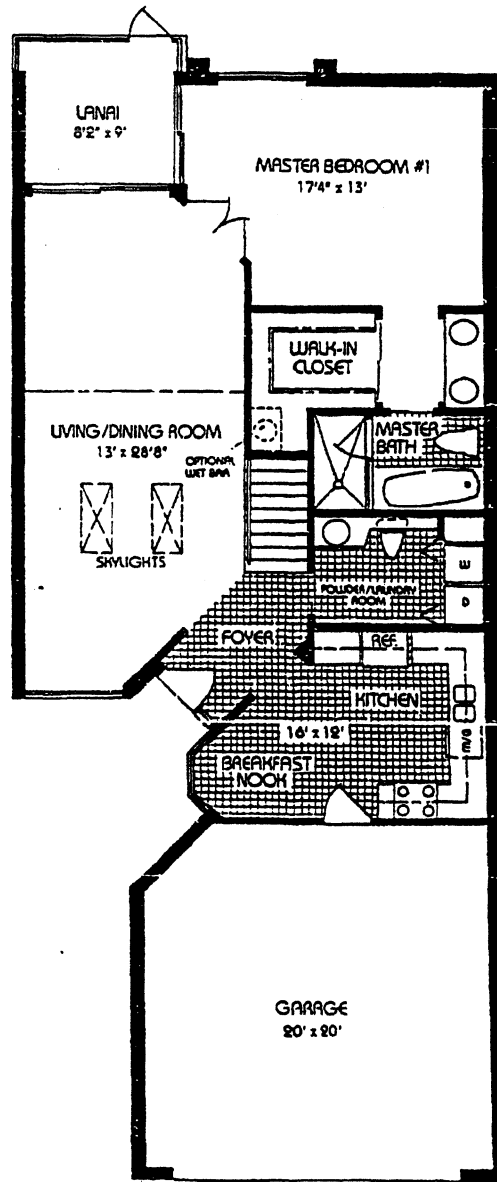
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REVERSE



ORB 5943 Pg 379

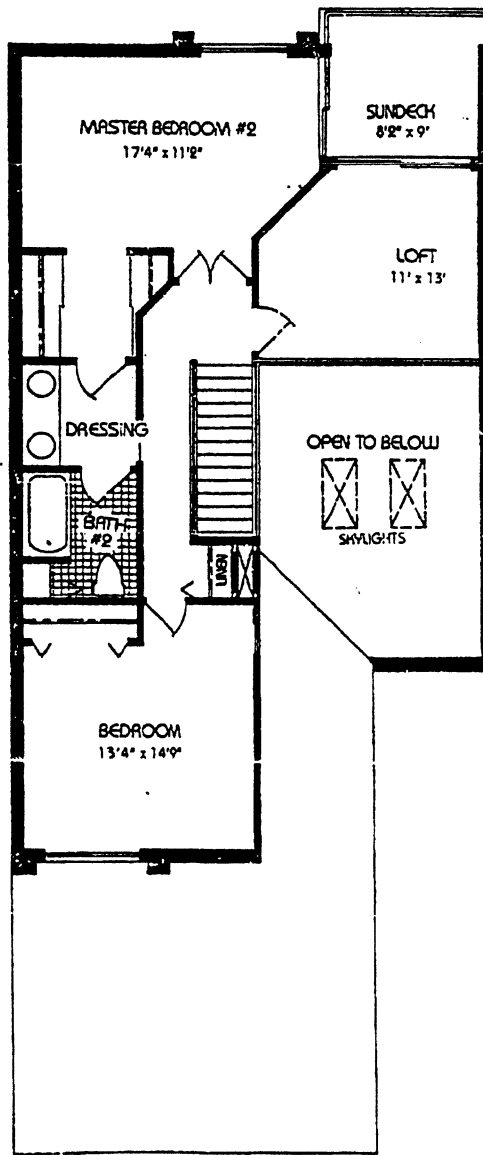
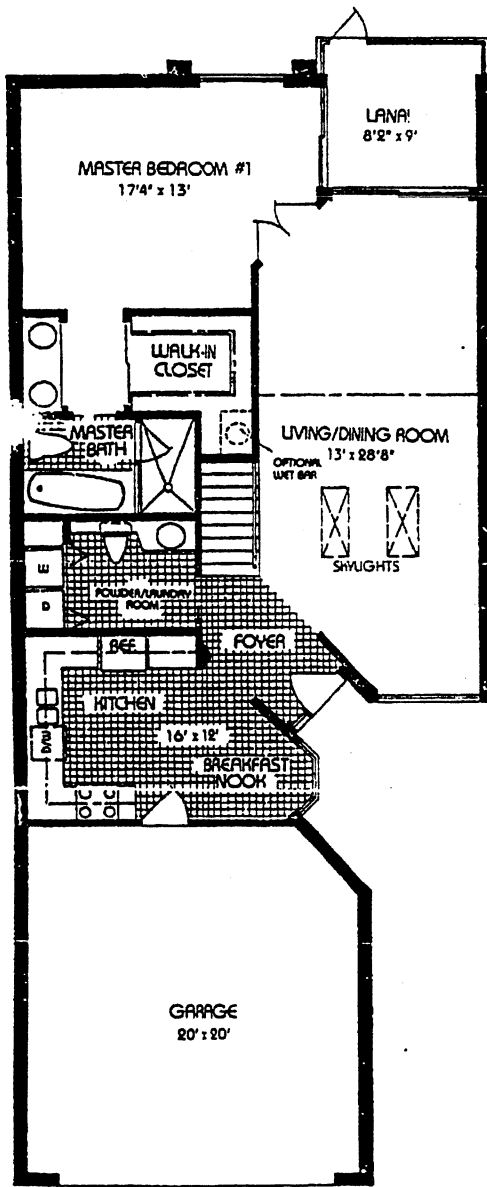


SECOND FLOOR



UNIT TYPE-C55

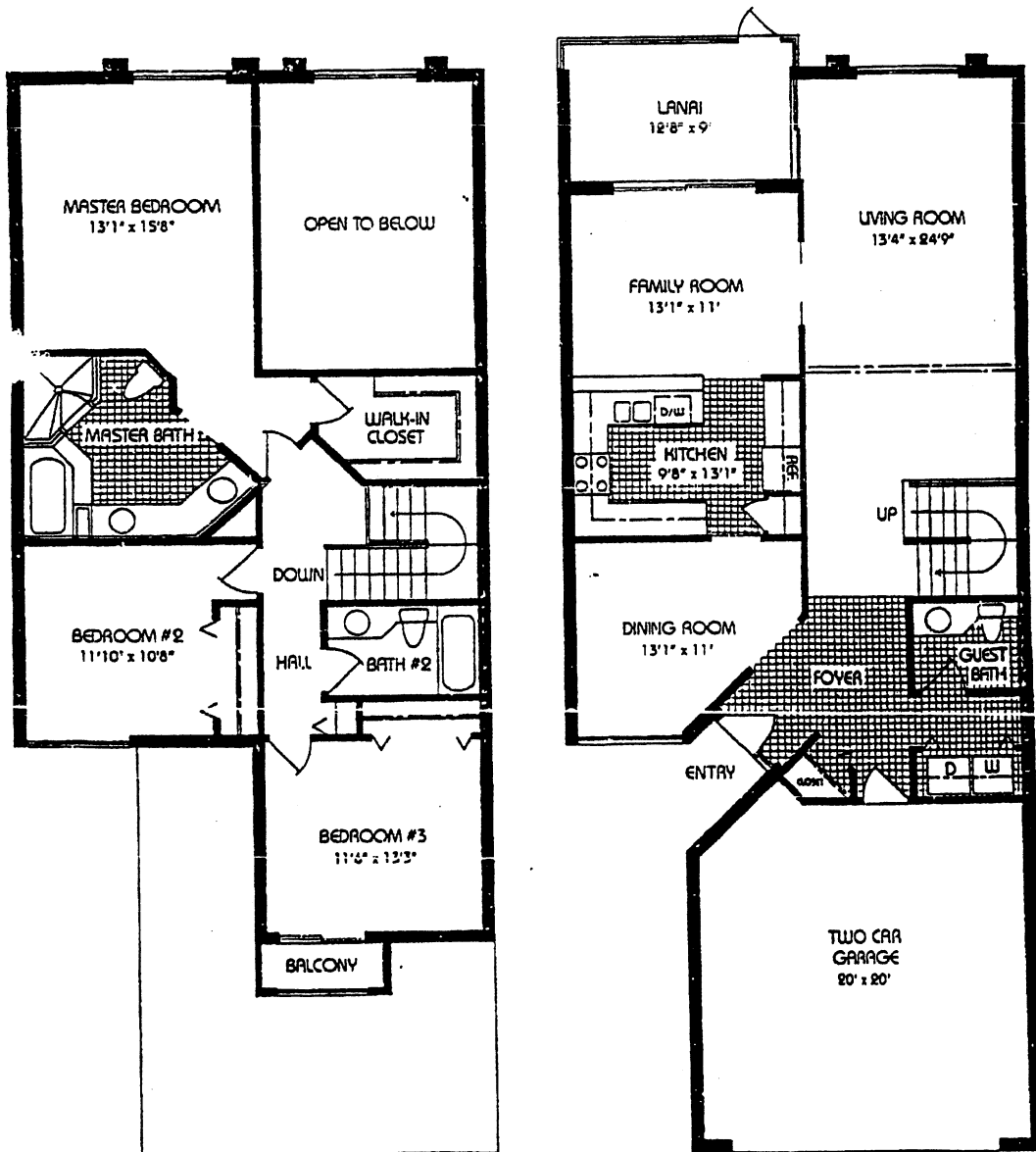
ORB 5943 Pg 380



SECOND FLOOR

UNIT TYPE C  
REVERSE

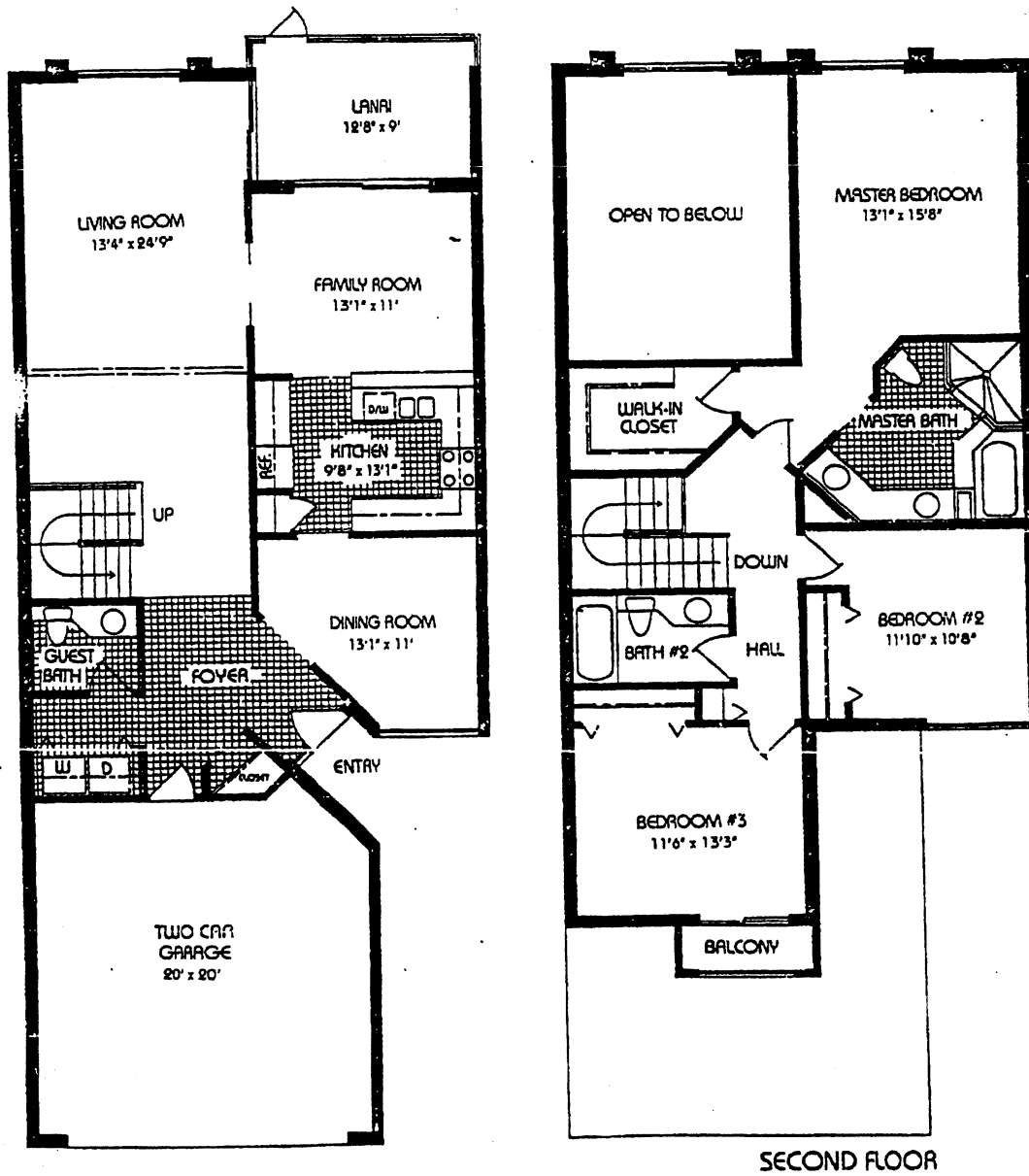
ORB 5943 Pg 381



SECOND FLOOR

UNIT TYPE-D7

ORB 5943 Pg 382



SECOND FLOOR

UNIT TYPE D  
REVERSE

ORB 5943 Pg 383

EXHIBIT "H" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

LEGAL DESCRIPTION OF CONDOMINIUM  
(PHASE III) (PROPOSED)

DESCRIPTION (Building 18, Phase IID)

ORB 5943 Pg 384

A portion of Tract A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat Book 43, Pages 63 through 65 inclusive of the Public Records of Palm Beach County, Florida described as follows:

Commencing at the Northwest corner of said TRACT A, said point of commencement being on the arc of a curve concave Southeasterly whose radius point bears South 37°11'46" East from the last described point; thence Northeasterly along the arc of said curve having a radius of 505.67 feet, a central angle of 24°21'46", and an arc length of 215.02 feet to the point of tangency; thence North 77°10'00" East, a distance of 94.65 feet, the last two courses being coincident with Northerly boundary of said TRACT A; thence South 12°50'00" East, a distance of 50.00 feet to the POINT OF BEGINNING; thence continue South 12°50'00" East, a distance of 20.00 feet; thence South 77°10'00" West, a distance of 3.00 feet; thence South 12°50'00" East, a distance of 65.50 feet; thence North 77°10'00" East, a distance of 41.33 feet; thence South 12°50'00" East, a distance of 15.17 feet; thence North 77°10'00" East, a distance of 24.00 feet; thence South 12°50'00" East, a distance of 11.25 feet; thence South 44°55'33" West, a distance of 28.50 feet; thence South 01°31'14" West, a distance of 45.38 feet; thence South 34°46'54" East, a distance of 41.74 feet; thence South 77°07'51" East, a distance of 13.30 feet; thence South 12°26'00" East, a distance of 11.56 feet; thence South 77°34'00" West a distance of 12.50 feet; thence South 12°26'00" East a distance of 14.69 feet to a point of curvature of a curve concave Northwesterly; thence Southerly and Southwesterly along the arc of said curve having a radius of 15.00 feet, a central angle of 87°16'14", and an arc length of 22.85 feet to a point of reverse curvature of a curve concave Southeasterly; thence Southwesterly and Southerly along the arc of said curve having a radius of 37.50 feet, a central angle 80°22'43" and an arc length of 52.61 feet to a point of reverse curvature of a curve concave Northwesterly; thence Southerly and Southwesterly along the arc of said curve having a radius of 25.00 feet, a central angle of 83°06'28" and an arc length of 36.26 feet to a point of tangency; thence South 77°34'00" West, a distance of 34.34 feet to a point of curvature of a curve concave Northeasterly; thence Westerly and Northwesterly along the arc of said curve having a radius of 25.00 feet, a central angle of 89°48'00" and an arc length of 37.44 feet to a point of tangency; thence North 16°38'00" West, a distance of 248.97 feet to a point of curvature of a curve concave Southeasterly; thence Northerly and Northeasterly along the arc of said curve having a radius of 35.00 feet, a central angle of 85°41'21" and an arc length of 52.34 feet to a point of compound curvature of a curve concave Southerly; thence Northeasterly along the arc of said curve having a radius of 218.19 feet, a central angle of 8°06'40" and an arc length of 30.89 feet to the point of tangency; thence North 77°10'00" East, a distance of 48.00 feet to the POINT OF BEGINNING.

Said lands lying and being in Palm Beach County, Florida containing 37.369 square feet or 0.858 acres more or less

## NOTES

1. This is not a Sketch of Survey but only a graphic depiction of the lands described hereon, and in no way reflects actual field measurements or location.
2. Bearings shown hereon are relative to the Plat of DEERHURST LAKES PHASE ONE, as recorded in Plat Book 43, Pages 63 through 65, of the Public Records of Palm Beach County, Florida.

## CERTIFICATE:

I hereby certify that this SKETCH AND LEGAL DESCRIPTION is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards for Land Surveying in the State of Florida as set forth in Chapter 21HH-6 of the FLORIDA ADMINISTRATIVE CODE.

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

ORB 5943 Pg 385

## DESCRIPTION (Building 19, Phase IID)

A portion of Tract A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat Book 43, Pages 63 through 65 inclusive of the Public Records of Palm Beach County, Florida described as follows:

Commencing at the Northwest corner of said TRACT A, said point of commencement being on the arc of a curve concave Southeasterly whose radius point bears South 37°11'46" East from the last described point; thence Northeasterly along the arc of said curve having a radius of 505.67 feet, a central angle of 24°21'46", and an arc length of 215.02 feet to the point of tangency; thence North 77°10'00" East, a distance of 151.06 feet, the last two courses being coincident with Northerly boundary of said TRACT A; thence South 12°26'00" East, a distance of 265.58 feet to the POINT OF BEGINNING; thence South 77°07'51" East a distance of 14.74 feet; thence North 75°10'55" East a distance of 48.84 feet; thence North 74°00'01" East a distance of 35.06 feet; thence South 83°26'01" East a distance of 12.30 feet; thence South 60°02'00" East a distance of 12.85 feet; thence South 17°08'57" East a distance of 50.17 feet; thence South 14°02'37" East distance of 51.16 feet; thence South 06°53'17" East a distance of 66.67 feet; thence South 20°48'44" East a distance of 18.31 feet to a point of intersection with a curve concave Northwesterly whose radius point bears North 64°50'51" West from the last described point; thence Southwesterly along the arc of said curve having a radius of 20.00 feet, a central angle of 43°24'13", and an arc length of 15.15 feet to the point of tangency; thence South 68°33'18" West a distance of 2.66 feet; thence North 81°32'55" West a distance of 21.18 feet; thence South 62°16'31" West a distance of 48.43 feet; thence South 63°59'28" West a distance of 39.27 feet; thence North 12°26'00" West a distance of 31.21 feet; thence North 77°34'00" East a distance of 12.50 feet; thence North 12°26'00" West a distance of 180.00 feet; thence South 77°34'00" West a distance of 12.50 feet; thence North 12°26'00" West a distance of 11.56 feet to the POINT OF BEGINNING.

Said lands lying and being in Palm Beach County, Florida containing 22,558 square feet or 0.518 acres more or less

## NOTES

1. This is not a Sketch of Survey but only a graphic depiction of the lands described hereon, and in no way reflects actual field measurements or location.
2. Bearings shown hereon are relative to the Plat of DEERHURST LAKES PHASE ONE, as recorded in Plat Book 43, Pages 63 through 65, of the Public Records of Palm Beach County, Florida.

## CERTIFICATE:

I hereby certify that this SKETCH AND LEGAL DESCRIPTION is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards for Land Surveying in the State of Florida as set forth in Chapter 21HH-6 of the FLORIDA ADMINISTRATIVE CODE.

DARBY AND WAY, INC.

Sheet 1 of 2  
April 5, 1988  
Job No. 80-0202  
BF/ds  
88015

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when received.

P-161

ORB 5943 Pg 386

## DESCRIPTION (Building 20, Phase IID)

A portion of TRACT A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat Book 43, Pages 63 through 65 inclusive of the Public Records of Palm Beach County, Florida, described as follows:

Commencing at the Northwest corner of said TRACT A; thence South 33°54'30" East along the Westerly boundary of said TRACT A, a distance of 203.58 feet; thence South 16°38'00" East along the Westerly boundary of said TRACT A, a distance of 162.15 feet to the POINT OF BEGINNING; thence North 59°27'47" East, a distance of 78.61 feet; thence South 12°26'00" East, a distance of 12.50 feet; thence North 77°34'00" East, a distance of 179.67 feet to a point of curvature of a curve concave Southerly; thence Easterly and Southeasterly along the arc of said curve having a radius of 5.00 feet, a central angle of 63°36'40" and an arc length of 5.55 feet to a point of compound curvature of a curve concave Southwesterly; thence Southerly along the arc of said curve having a radius of 15.00 feet, a central angle of 26°23'20", and an arc length of 6.91 feet to the point of tangency; thence South 12°26'00" East, a distance of 60.93 feet; thence North 77°34'00" East, a distance of 12.50 feet; thence South 12°26'00" East, a distance of 33.37 feet; thence South 68°33'18" West, a distance of 31.45 feet; thence South 77°34'00" West, a distance of 171.67 feet to a point of curvature of a curve concave Northerly; thence Southwesterly, Westerly and Northwesterly along the arc of said curve having a radius of 15.00 feet, a central angle of 56°15'42", and an arc length of 14.73 feet to the point of tangency; thence North 46°10'11" West, a distance of 89.75 feet to a point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve having a radius of 75.00 feet, a central angle of 13°16'31" and an arc length of 17.38 feet to the POINT OF BEGINNING.

Said lands lying and being in Palm Beach County, Florida, containing 25,798 square feet or 0.592 acres more or less.

## NOTES

1. This is not a Sketch of Survey but only a graphic depiction of the lands described hereon, and in no way reflects actual field measurements or location.
2. Bearings shown hereon are relative to the Plat of DEERHURST LAKES PHASE ONE, as recorded in Plat Book 43, Page 63 through 65, of the Public Records of Palm Beach County, Florida.

## CERTIFICATE:

I hereby certify that this SKETCH AND LEGAL DESCRIPTION is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards for Land Surveying in the State of Florida as set forth in Chapter 21HH-6 of the FLORIDA ADMINISTRATIVE CODE.

DARBY AND WAY, INC.

Sheet 1 of 2  
March 31, 1988  
Job No. 80-0202  
BF/ds  
88015

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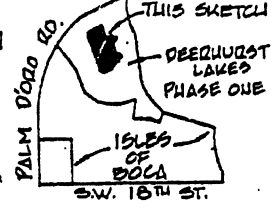
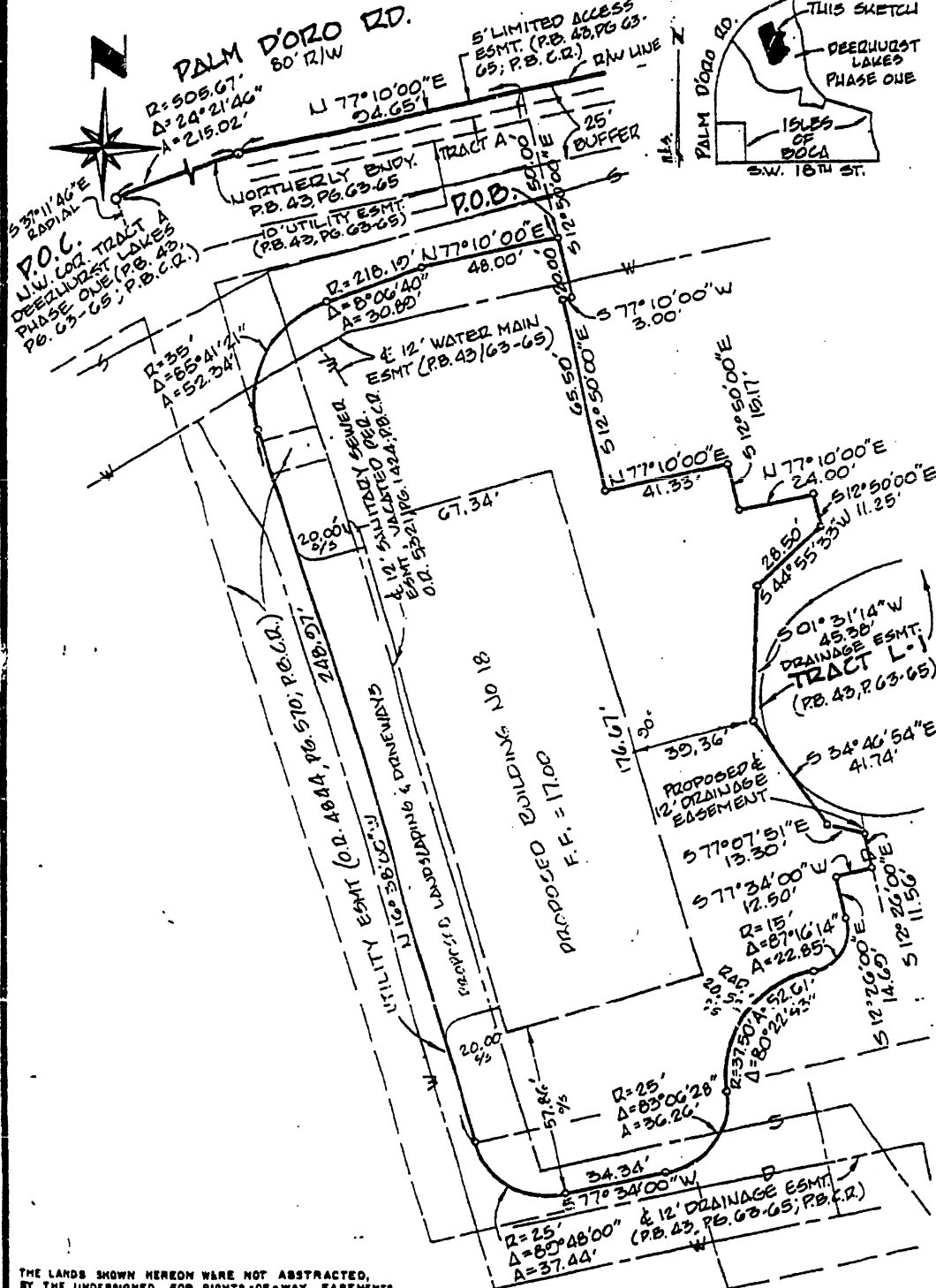
ORB 5943 Pg 387

EXHIBIT "I" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

SURVEY, SITE PLAN, PLOT PLAN, BUILDING FLOOR PLANS,  
UNIT FLOOR PLANS, (PHASE III) (PROPOSED)

ORB 5943 Pg 388

SKETCH TO ACCOMPANY DESCRIPTION  
BUILDING 18 - PHASE III



THE LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE UNDERSIGNED, FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.

THIS DRAWING IS THE PROPERTY OF DARTY and WAY, INC. AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.

SHEET 2 OF 2

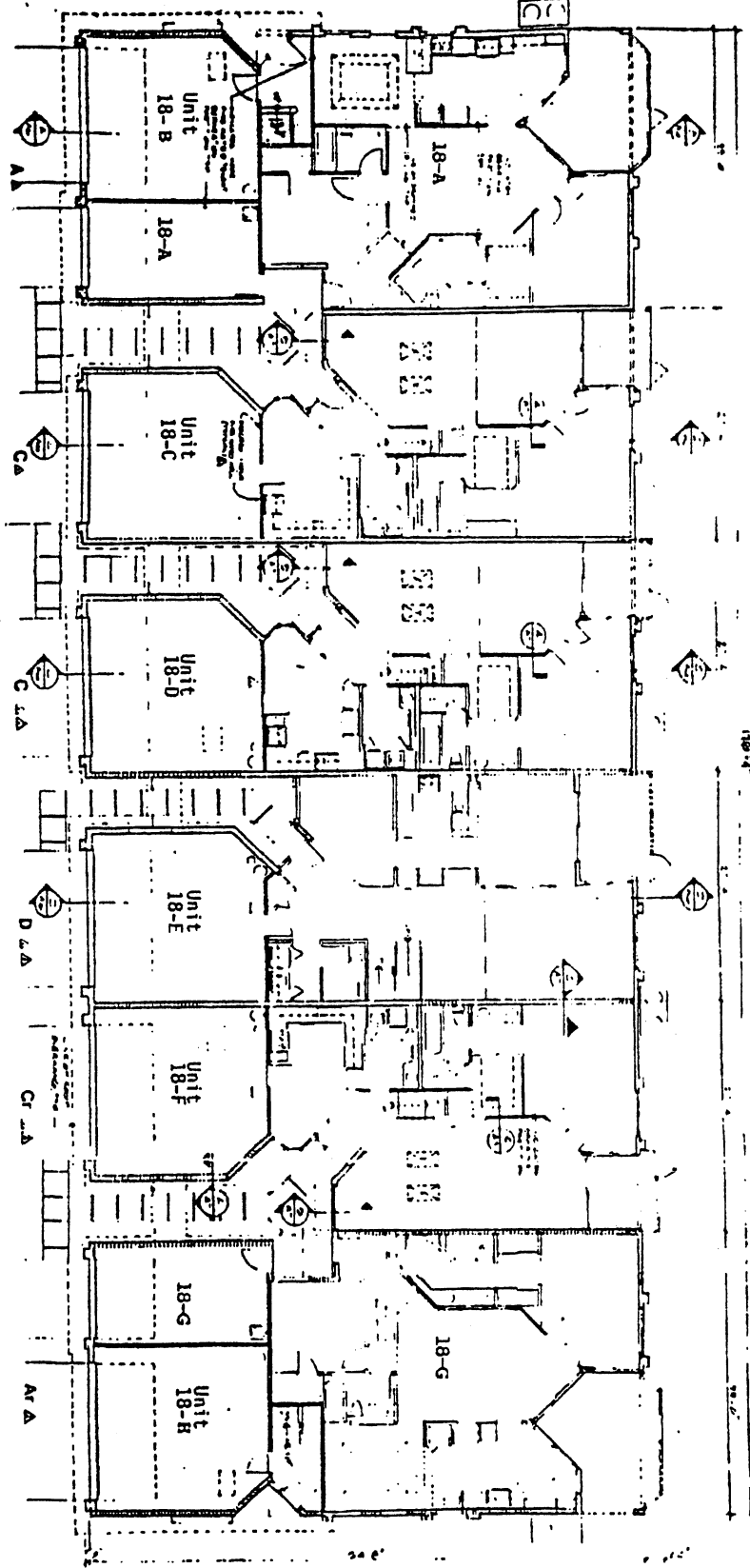
80.202

**Darty and Way, Inc.**  
PROFESSIONAL SURVEYING AND ENGINEERING

1439 S. BOWMAN PARKWAY POMPANO BEACH, FLORIDA 33069  
POMPA BEACH (305) 975-8568 • ORLANDO (305) 894-4883

SCALE	REVISIONS and/or additions	BY	DATE
1"=40'	REVISED P.B. 43, P.G. 63-65	B.F.	12/28/00
DATE			
BY			
CHECK			
FIELD BOOK			
PAGE			

ORB 5943 Pg 389

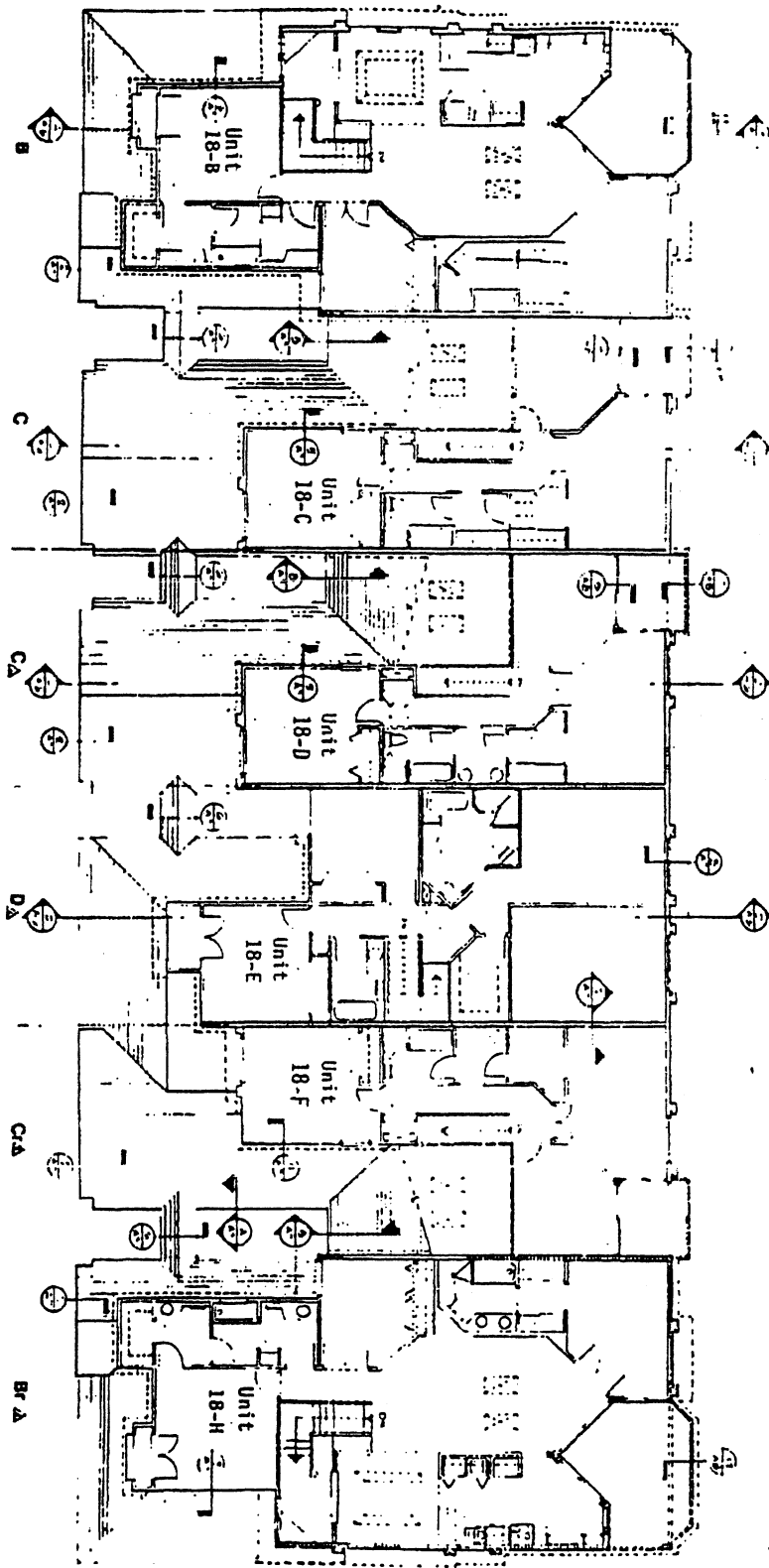



  
 ISLES OF

1st FLOOR  
 BUILDING # 18

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

ORB 5943 Pg 390



ISLES OF  
 B D C H

2nd FLOOR  
 BUILDING # 18

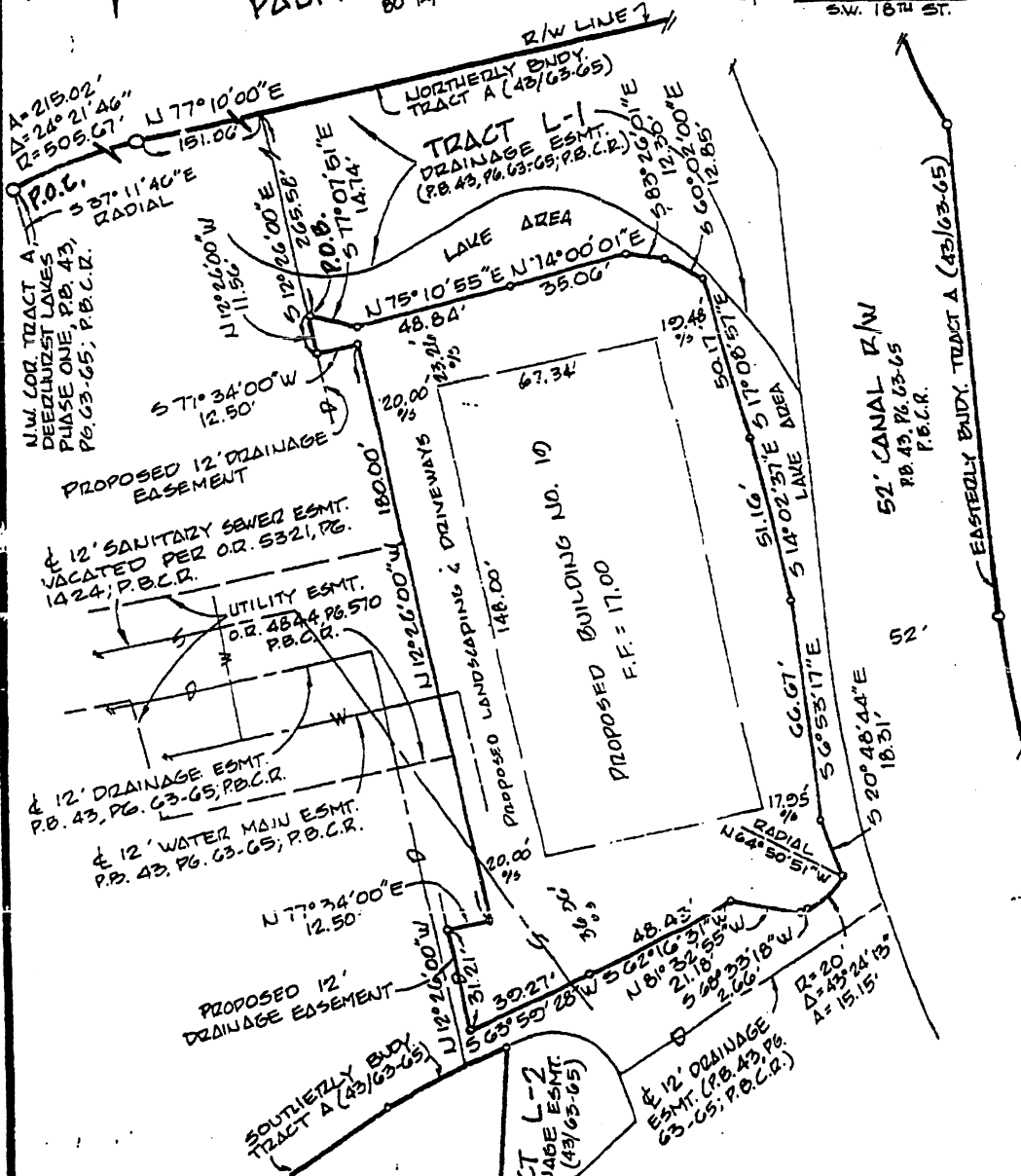
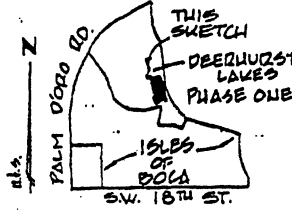
RECORDER'S MEMO: Legibility  
 of Writing, Typing or Printing  
 unsatisfactory in this document  
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ORB 5943 Pg 391

SKETCH TO ACCOMPANY DESCRIPTION  
BUILDING 19 - PHASE III



PALM D'ORO ROAD  
80' R/W



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SHEET 2 OF 2

80.202

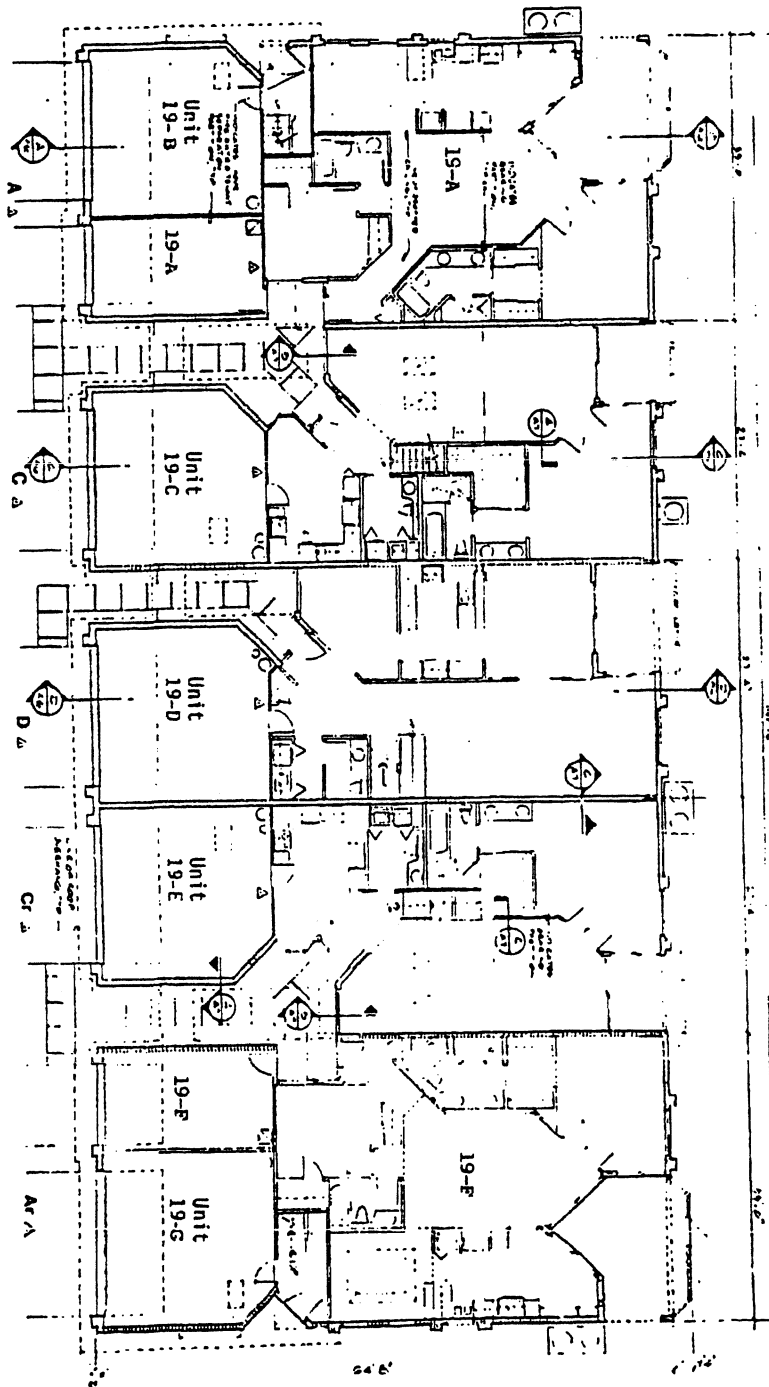
*Darby and Way, Inc.*

PROFESSIONAL SURVEYING AND ENGINEERING

1439 S. POMPHANO PARKWAY POMPANO BEACH, FLORIDA 33069  
POMPANO BEACH (305) 975-8988 • ORLANDO (305) 894-6883

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BY	B.F.				
CHECK	DMD				
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PAGE					65

ORB 5943 Pg 392

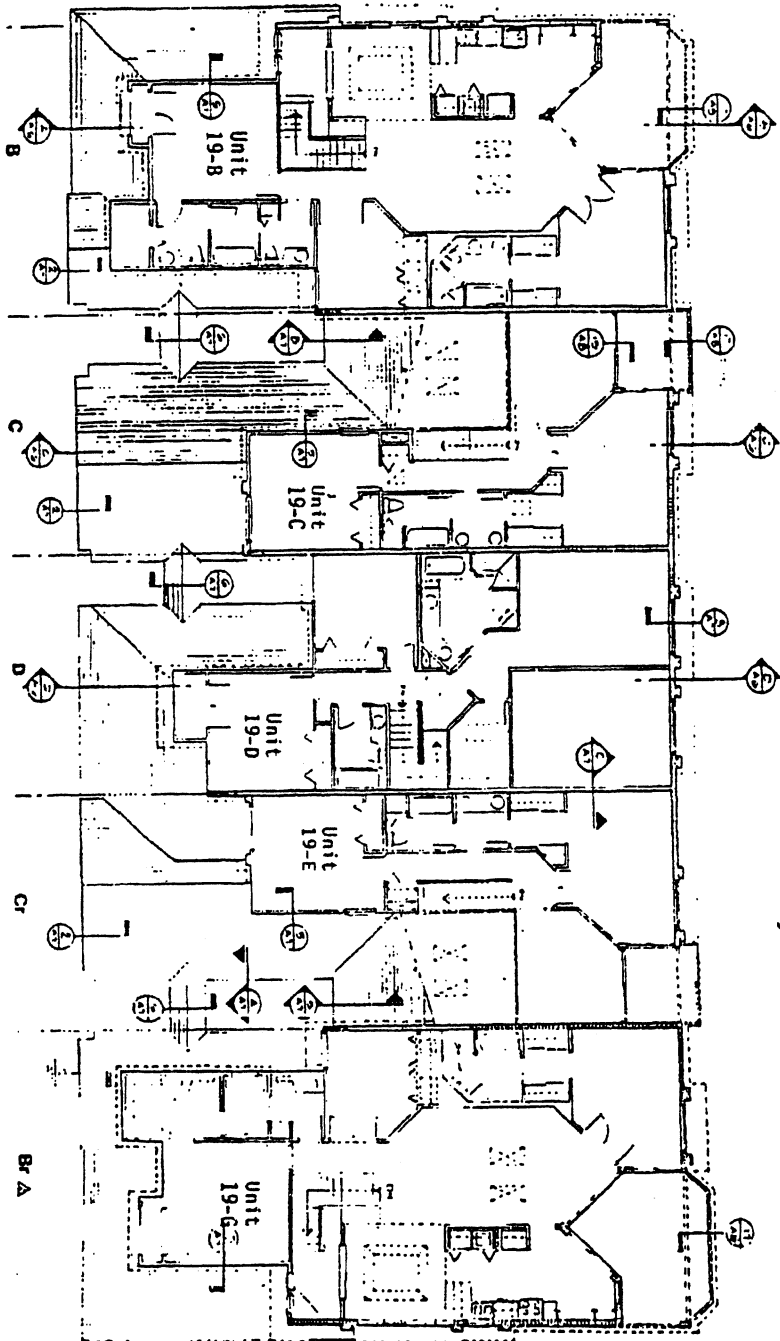


ISLES OF  
 B D C F

1st FLOOR  
 BUILDING #19

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ORB 5943 Pg 393



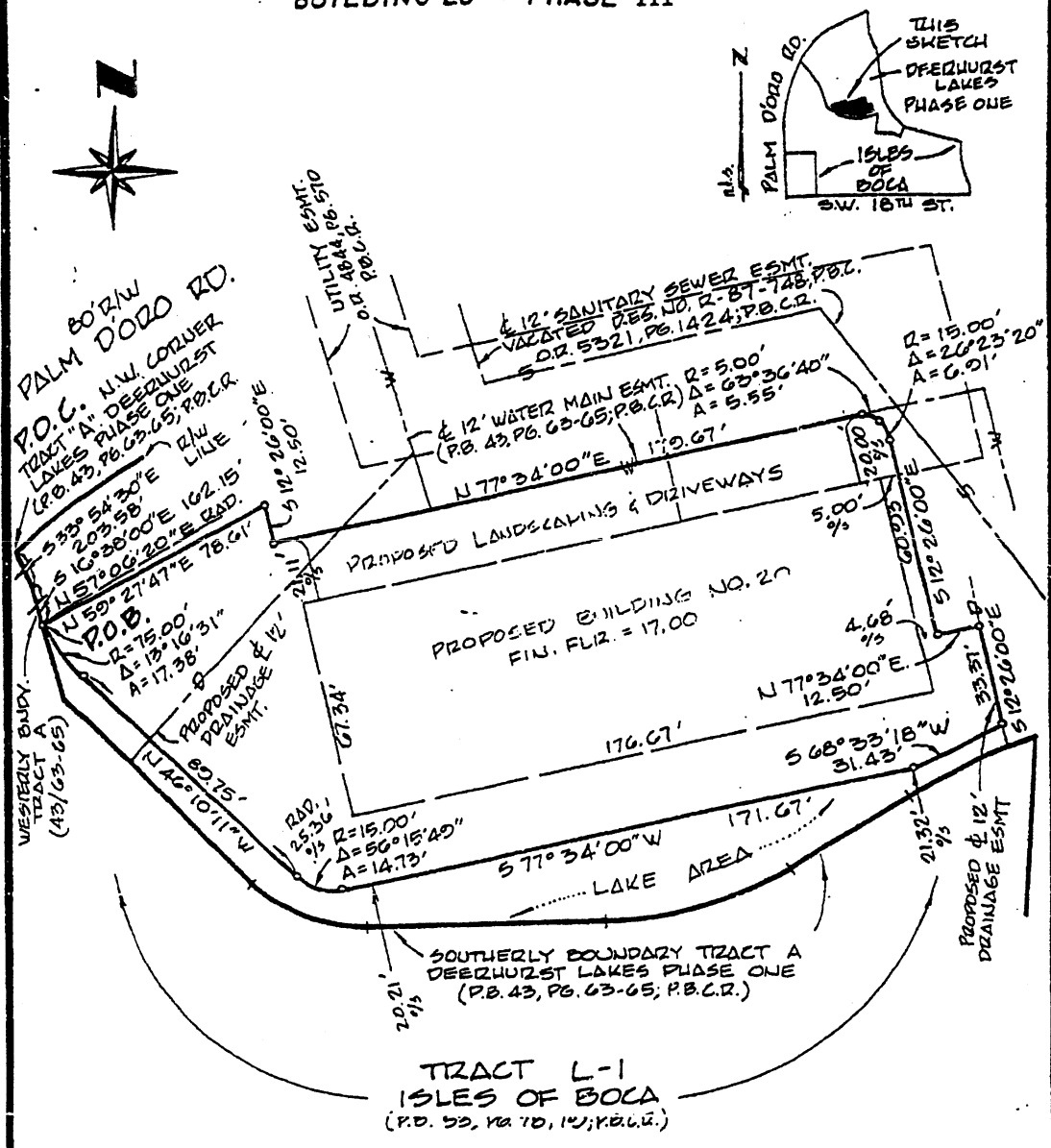
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 B D C A

2nd FLOOR  
 BRIDGE DING # 19

RECORDER'S MEMO: Legibility  
 of Writing, Typing or Printing  
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ORB 5943 Pg 394

SKETCH TO ACCOMPANY DESCRIPTION  
BUILDING 20 - PHASE III



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SHEET 2 OF 2

80-202

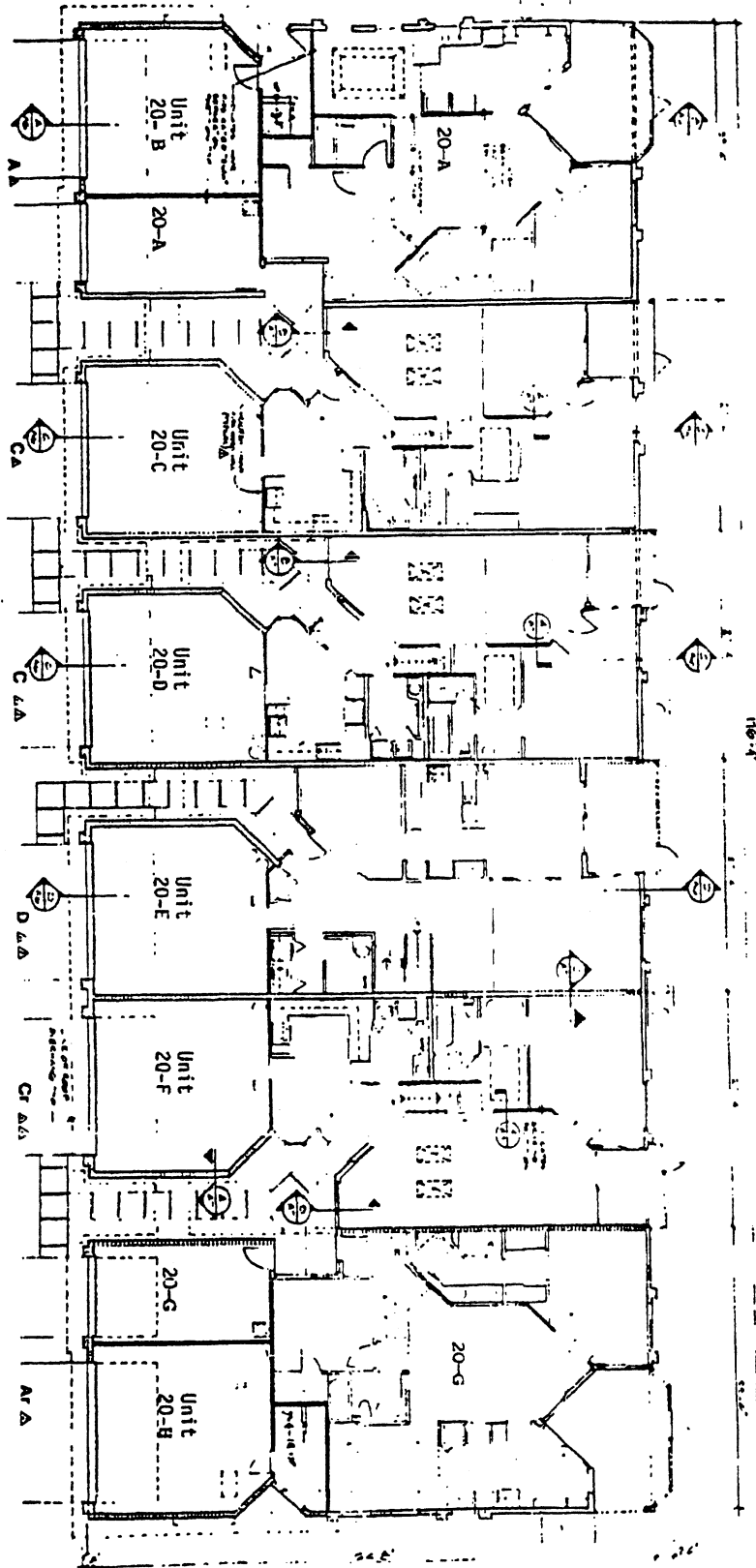
**Darry and Way, Inc.**  
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SCALE	REVISIONS	BY	DATE
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DATE			
BY			
CHECK			
FIELD BOOK	N/A		
PAGE			

1439 S. POMPANO PARKWAY POMPANO BEACH, FLORIDA 33065  
POMERAY BEACH (305) 975-8388 • ORLANDO (305) 894-4883



ORE 5943 Ps 395



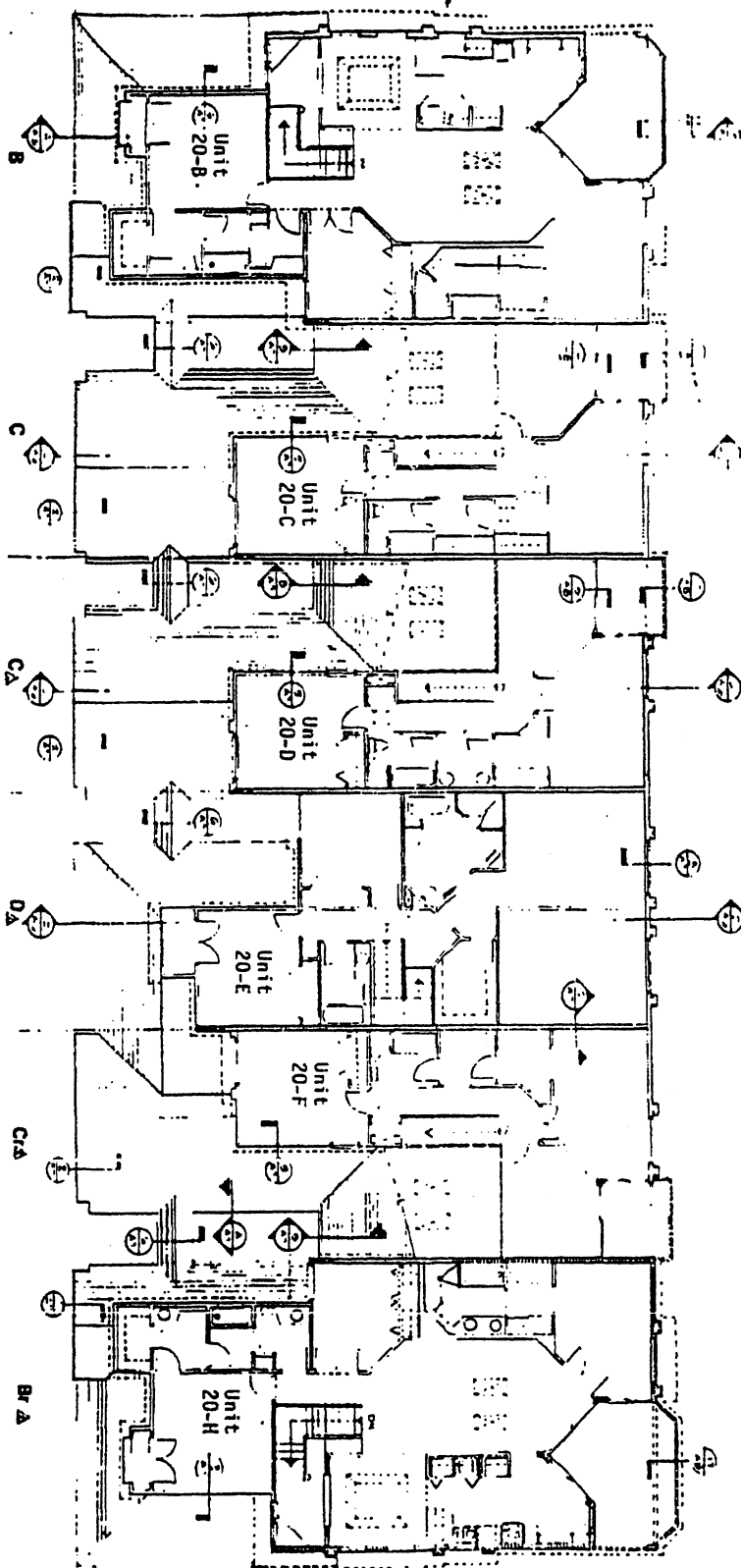
ISLES OF  
 B D C F

1st FLOOR  
 BUILDING #20

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

P-171

ORB 5943 Pg 396

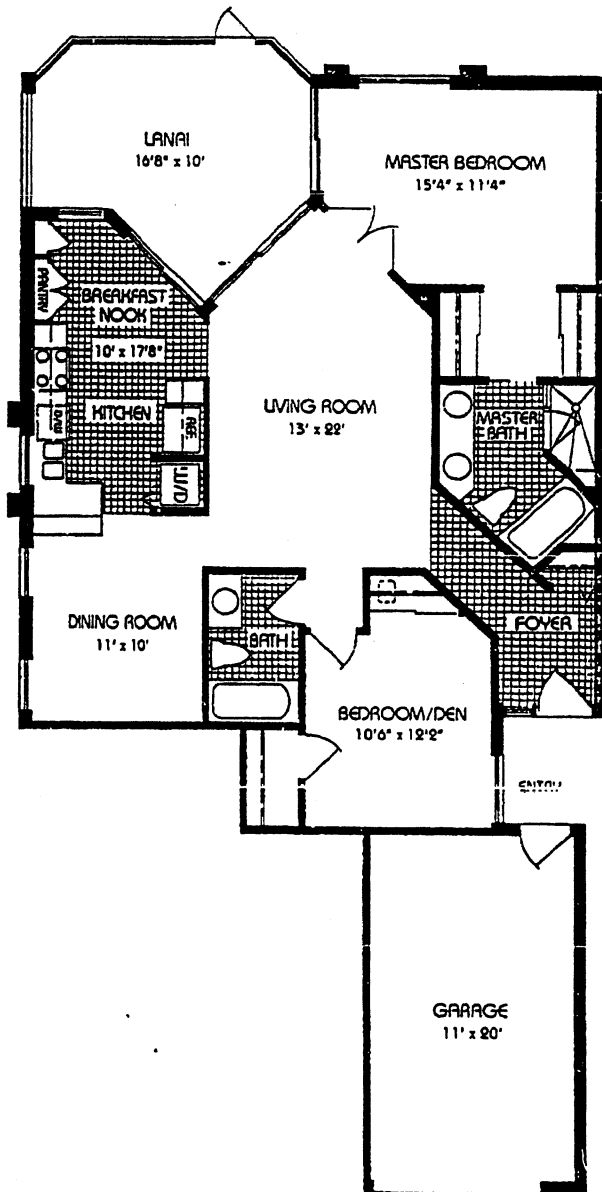


ISLES OF  
 B D C F

2nd FLOOR  
 RIV. DING #20

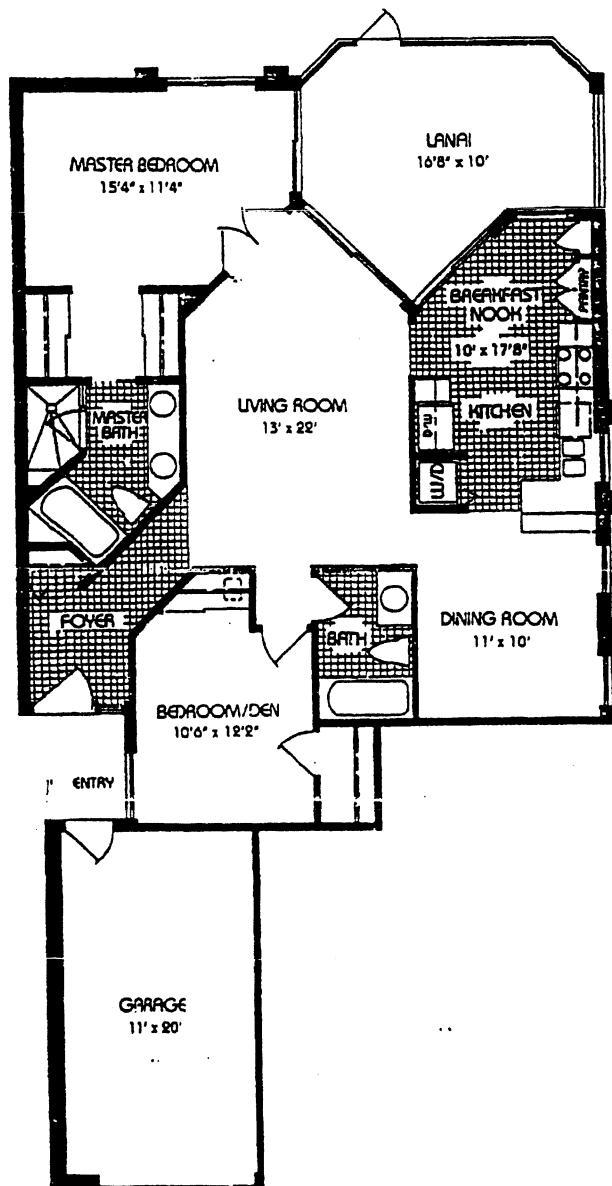
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ORB 5943 Pg 397



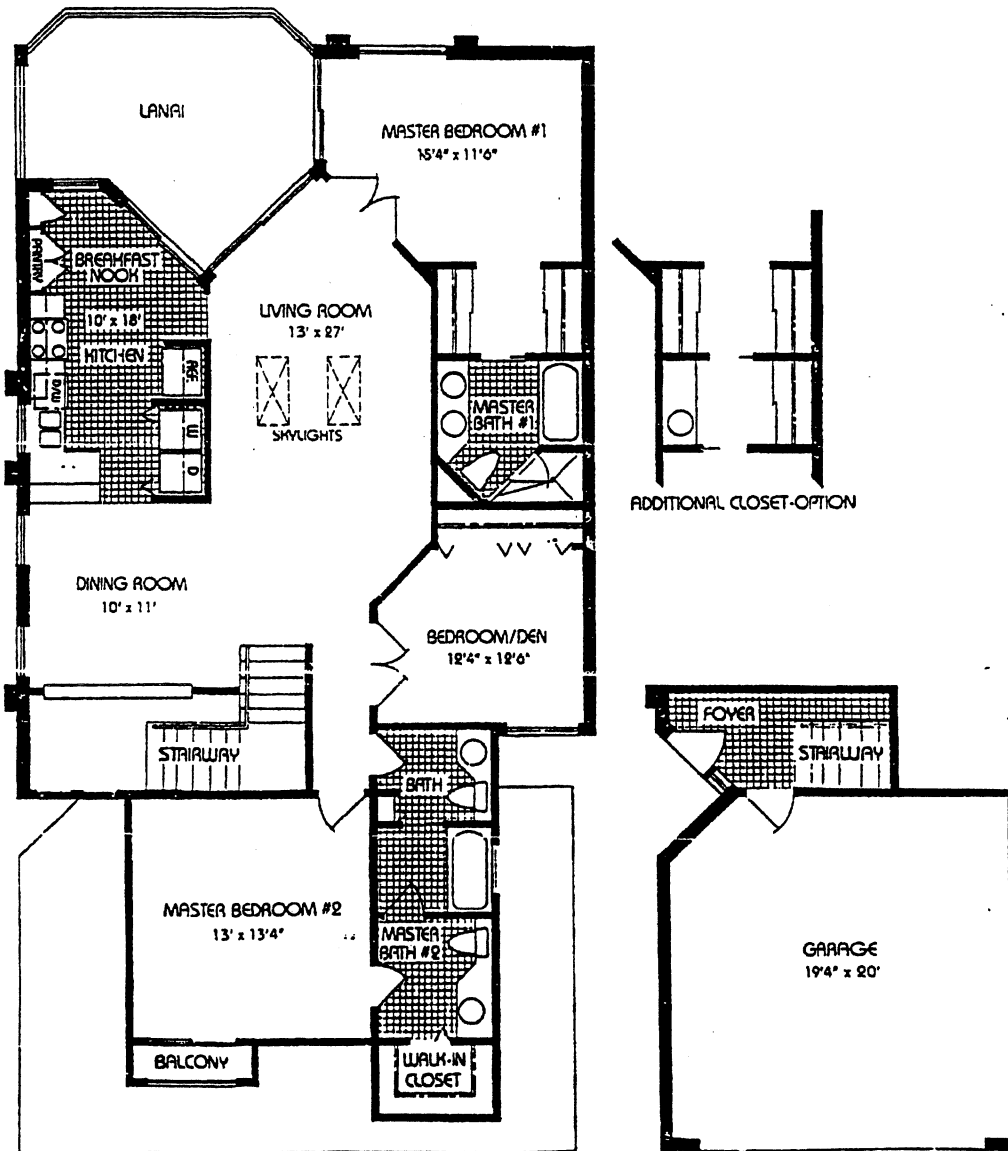
UNIT TYPE A

ORB 5943 Pg 398



UNIT TYPE A  
REVERSE

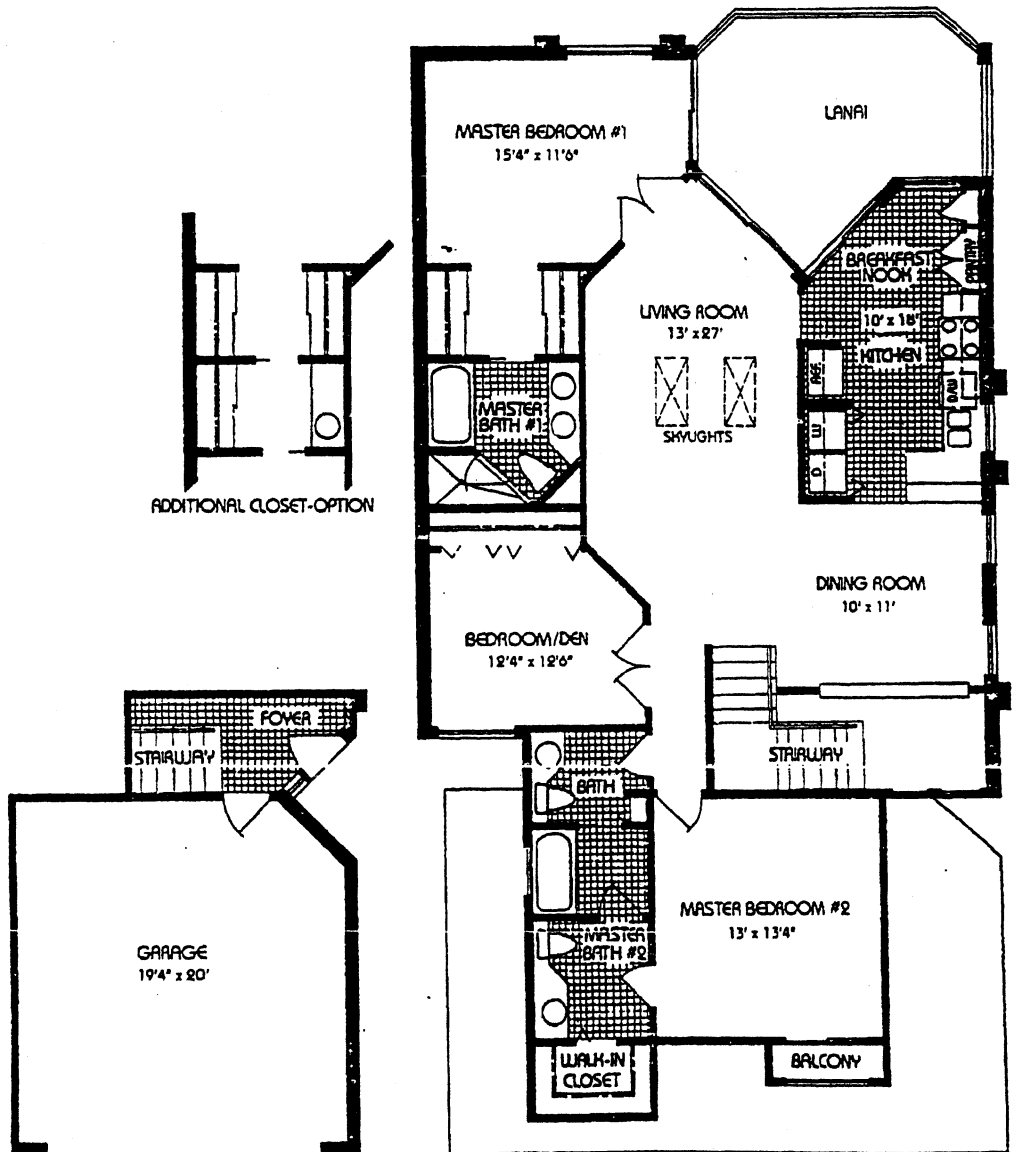
ORB 5943 Pg 399



SECOND FLOOR

P-175  
UNIT TYPE B

ORB 5943 Pg 400

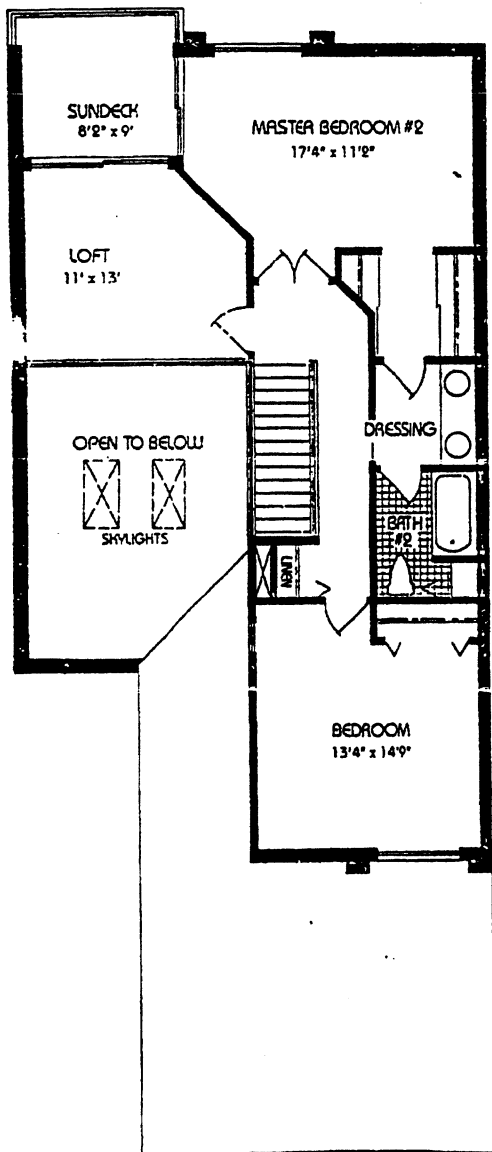


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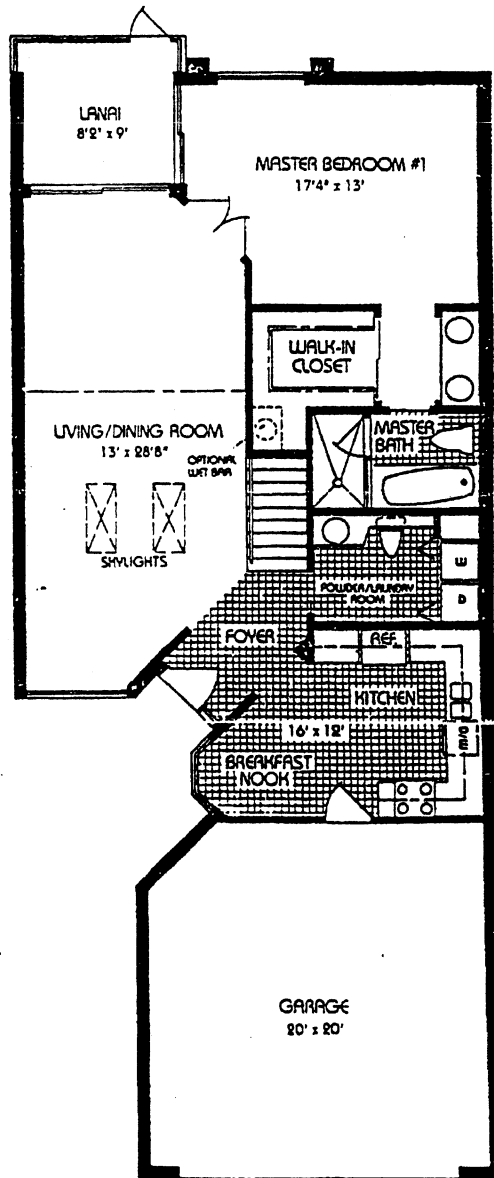
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UNIT TYPE B  
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ORE 5943 Pg 401

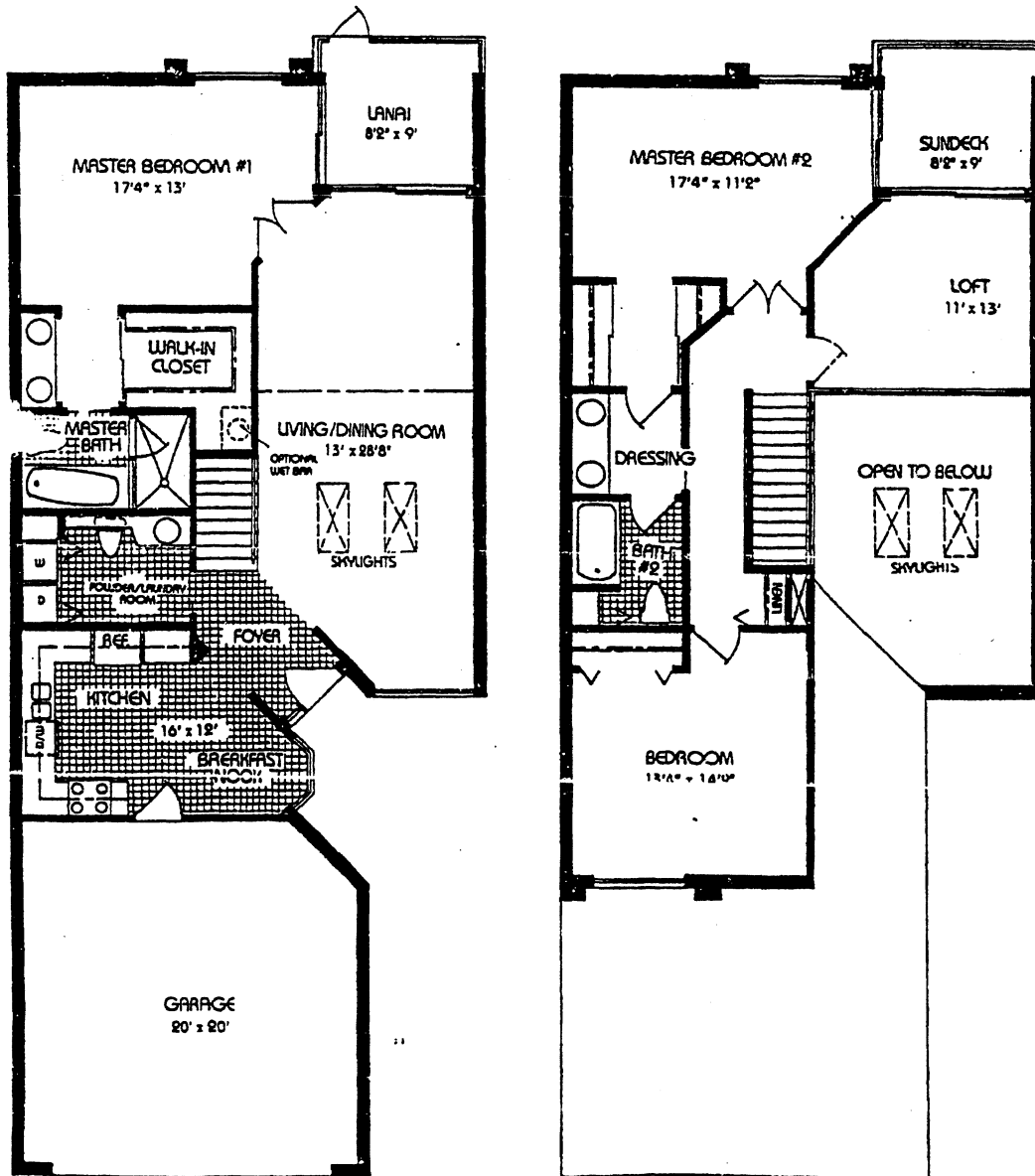


SECOND FLOOR



UNIT TYPE C77

ORB 5943 Pg 402

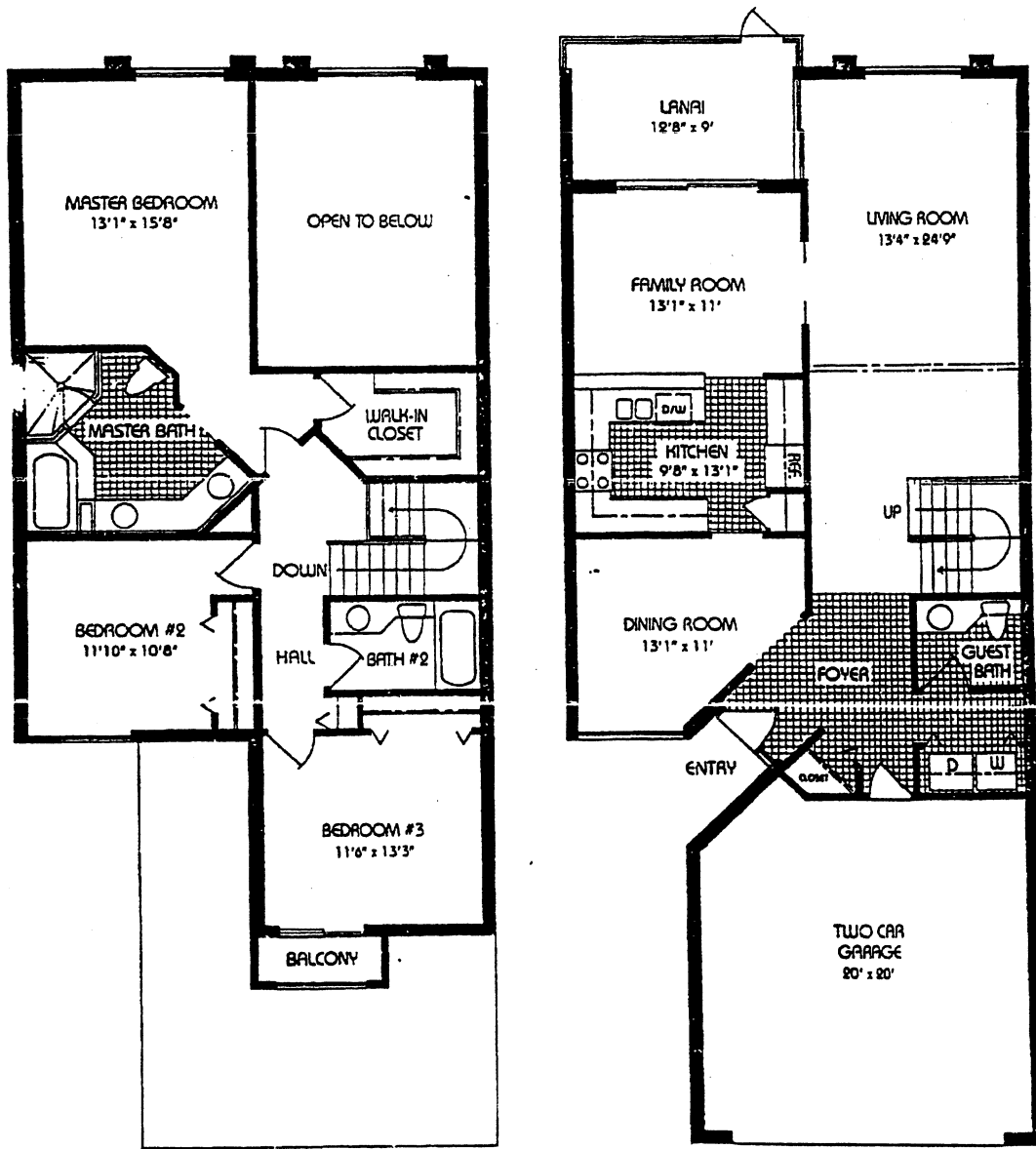


SECOND FLOOR

UNIT TYPE C  
REVERSE



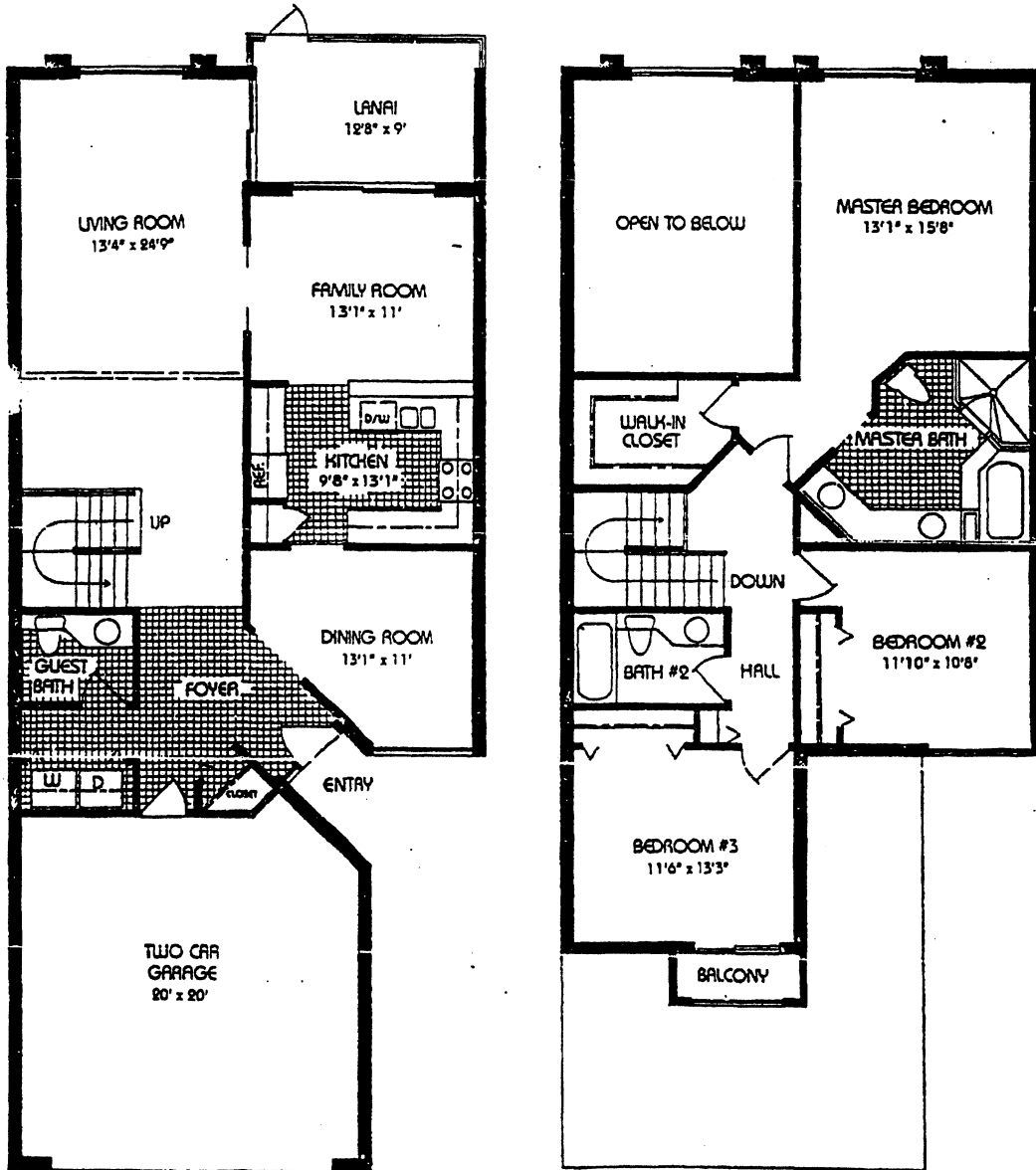
ORE 5943 Pg 403



SECOND FLOOR

UNIT TYPE-D9

ORB 5943 Pg 404



SECOND FLOOR

UNIT TYPE D  
REVERSE

ORB 5943 Pg 405

EXHIBIT "J" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT OWNERS' PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,  
PERCENTAGE SHARE OF COMMON EXPENSES AND  
PERCENTAGE SHARE OF COMMON SURPLUS (PHASE I and II)

ORB 5943 Pg 406

EXHIBIT "J"  
 TO THE DECLARATION OF  
 ISLES OF BOCA CONDOMINIUM, SECTION II  
 PHASES I AND II

THE PERCENTAGE OWNERSHIP OF  
 THE UNDIVIDED SHARE ON THE  
 COMMON ELEMENTS APPURTENANT  
 TO EACH CONDOMINIUM UNIT AND  
 EACH CONDOMINIUM UNIT'S PER-  
 CENTAGE SHARE OF THE COMMON  
 SURPLUS AND EACH CONDOMINIUM  
 UNIT'S PERCENTAGE SHARE OF  
 THE COMMON EXPENSES OF THE  
 CONDOMINIUM.

BUILDING AND  
 UNIT NUMBER

UNIT TYPE

Building No. 12

12-A	A	1.5266
12-B	B	2.1069
12-C	C	2.5032
12-D	D	2.8294
12-E	C Reverse	2.5032
12-F	D Reverse	2.8294
12-G	D	2.8294

Building No. 13

Unit

13-A	A	1.5266
13-B	B	2.1069
13-C	C	2.5032
13-D	D	2.8294
13-E	C Reverse	2.5032
13-F	D Reverse	2.8294
13-G	A Reverse	1.5266
13-H	B Reverse	2.1069

Building No. 14

Unit

14-A	A	1.5266
14-B	B	2.1069
14-C	C	2.5032
14-D	C Reverse	2.5032
14-E	A Reverse	1.5266
14-F	B Reverse	2.1069

Building No. 15

15-A	A	1.5266
15-B	B	2.1069
15-C	C	2.5032
15-D	D	2.8294
15-E	C Reverse	2.5032
15-F	D	2.8294
15-G	D Reverse	2.8294

ORB 5943 Ps 407

THE PERCENTAGE OWNERSHIP OF  
 THE UNDIVIDED SHARE ON THE  
 COMMON ELEMENTS APPURTENANT  
 TO EACH CONDOMINIUM UNIT AND  
 EACH CONDOMINIUM UNIT'S PER-  
 CENTAGE SHARE OF THE COMMON  
 SURPLUS AND EACH CONDOMINIUM  
 UNIT'S PERCENTAGE SHARE OF  
 THE COMMON EXPENSES OF THE  
CONDOMINIUM.

BUILDING AND  
 UNIT NUMBER

UNIT TYPE

Building No. 16

Unit

16-A	A	1.5266
16-B	B	2.1069
16-C	C	2.5032
16-D	D	2.8294
16-E	C Reverse	2.5032
16-F	D Reverse	2.8294
16-G	A Reverse	1.5266
16-H	B Reverse	2.1069

Building No. 17

Unit

17-A	A	1.5266
17-B	B	2.1069
17-C	C	2.5032
17-D	D	2.8294
17-E	C Reverse	2.5032
17-F	C Reverse	2.5032
17-G	A Reverse	1.5266
17-H	B Reverse	2.1069

ORB 5943 Pg 408

EXHIBIT "K" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT OWNERS' PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,  
PERCENTAGE SHARE OF COMMON EXPENSES AND  
PERCENTAGE SHARE OF COMMON SURPLUS (PHASES I, II and III)

ORB 5943 Pg 409

EXHIBIT "K"  
 TO THE DECLARATION OF  
 ISLES OF BOCA CONDOMINIUM, SECTION II  
 PHASES I, II AND III

THE PERCENTAGE OWNERSHIP OF  
 THE UNDIVIDED SHARE ON THE  
 COMMON ELEMENTS APPURTENANT  
 TO EACH CONDOMINIUM UNIT AND  
 EACH CONDOMINIUM UNIT'S PER-  
 CENTAGE SHARE OF THE COMMON  
 SURPLUS AND EACH CONDOMINIUM  
 UNIT'S PERCENTAGE SHARE OF  
 THE COMMON EXPENSES OF THE  
 CONDOMINIUM.

BUILDING AND  
 UNIT NUMBER

UNIT TYPE

Building No. 12

12-A	A	1.0158
12-B	B	1.4017
12-C	C	1.6652
12-D	D	1.8822
12-E	C Reverse	1.6652
12-F	D Reverse	1.8822
12-G	D	1.8822

Building No. 13

13-A	A	1.0158
13-B	B	1.4017
13-C	C	1.6652
13-D	D	1.8822
13-E	C Reverse	1.6652
13-F	D Reverse	1.8822
13-G	A Reverse	1.0158
13-H	B Reverse	1.4017

Building No. 14

14-A	A	1.0158
14-B	B	1.4017
14-C	C	1.6652
14-D	C Reverse	1.6652
14-E	A Reverse	1.0158
14-F	B Reverse	1.4017

Building No. 15

15-A	A	1.0158
15-B	B	1.4017
15-C	C	1.6652
15-D	D	1.8822
15-E	C Reverse	1.6652
15-F	D	1.8822
15-G	D Reverse	1.8822

Building No. 16

16-A	A	1.0158
16-B	B	1.4017
16-C	C	1.6652
16-D	D	1.8822
16-E	C Reverse	1.6652
16-F	D Reverse	1.8822
16-G	A Reverse	1.0158
16-H	B Reverse	1.4017

ORB 5943 Pg 410

THE PERCENTAGE OWNERSHIP OF  
THE UNDIVIDED SHARE ON THE  
COMMON ELEMENTS APPURTENANT  
TO EACH CONDOMINIUM UNIT AND  
EACH CONDOMINIUM UNIT'S PER-  
CENTAGE SHARE OF THE COMMON  
SURPLUS AND EACH CONDOMINIUM  
UNIT'S PERCENTAGE SHARE OF  
THE COMMON EXPENSES OF THE  
CONDOMINIUM.

BUILDING AND  
UNIT NUMBER

UNIT TYPE

Building No. 17

17-A	A	1.0158
17-B	B	1.4017
17-C	C	1.6652
17-D	D	1.8822
17-E	C Reverse	1.6652
17-F	C Reverse	1.6652
17-G	A Reverse	1.0158
17-H	B Reverse	1.4017

Building No. 18

18-A	A	1.0158
18-B	B	1.4017
18-C	C	1.6652
18-D	C	1.6652
18-E	D	1.8822
18-F	C	1.6652
18-G	A Reverse	1.0158
18-H	B Reverse	1.4017

Building No. 19

19-A	A	1.0158
19-B	B	1.4017
19-C	C	1.6652
19-D	D	1.8822
19-E	C Reverse	1.6652
19-F	A Reverse	1.0158
19-G	B Reverse	1.4017

Building No. 20

20-A	A	1.0158
20-B	B	1.4017
20-C	C	1.6652
20-D	C	1.6652
20-E	D	1.8822
20-F	C	1.6652
20-G	A Reverse	1.0158
20-H	B Reverse	1.4017



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JRB 5962 Pg 1560

## FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

## ISLES OF BOCA CONDOMINIUM, SECTION II

Made this 2<sup>nd</sup> day of February, 1989, by PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called the "Developer".

W I T N E S S E T H:

WHEREAS the Developer submitted to the condominium form of ownership and use a certain parcel of land located in Palm Beach County, Florida by the execution of Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II, which Declaration of Condominium was duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 5943, at Page 259 on the 20th day of January, 1989 (the "Declaration"); and

WHEREAS, the construction of Buildings 12 and 14, Phase I and the residential units therein have been substantially completed, the Developer in accordance with the provisions of Chapter 718, Florida Statutes, desires to record a survey certified by a Registered Land Surveyor of the State of Florida showing the construction of Buildings 12 and 14, Phase I, and the residential units therein as "substantially completed".

WHEREAS the Developer in accordance with the provisions of this Declaration and Chapter 718, Florida Statutes desires to submit a certain parcel of land known as Phase II located in Palm Beach County, Florida to condominium ownership and use; and

WHEREAS, the construction of Building 15, Phase II and the residential units therein have been substantially completed, the Developer in accordance with the provisions of Chapter 718, Florida Statutes, desires to record a survey certified by a Registered Land Surveyor of the State of Florida showing the construction of Building 15, Phase II and the residential units therein as "substantially completed".

NOW THEREFORE, the Developer in compliance with the requirements of the Condominium Act of the State of Florida executes this First Amendment to the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II to provide as follows:

A. Survey Recorded Showing Improvements Substantially Completed. The Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II recorded in Official Records Book 5943, Pages 259 in the Public Records of Palm Beach County, Florida, is hereby amended by substituting the graphic description of improvements for Buildings 12 and 14, Phase I, attached hereto as Exhibit "1" for the the graphic description of improvements for Buildings 12 and 14, Phase I, contained in Exhibit "B" of the Declaration, in order to certify that Buildings 12 and 14, Phase I, and all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common element facilities serving Buildings 12 and 14, Phase I are "substantially completed" in compliance with the requirements of Section 718.104(4)(e) Florida Statutes, (1987).

URE 5962 Ps 1561

B. Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

1. The Land. The lands, owned by the Developer, being situate in Palm Beach County, Florida, as more particularly set forth in Exhibit "2", attached hereto which lands are herein called "Phase II", or "the Additional Land". Exhibit "A" of the Declaration is hereby amended by adding thereto Exhibit "2" consisting of pages 1 through 3, inclusive attached hereto.

2. The Improvements. Three (3) two story multiunit structure containing a total of twenty-three (23) condominium units and all common elements appurtenant thereto.

C. Identification of Units. An identification by letter, name, or number, or a combination thereof, of each unit within Phase II, shall be as provided in Exhibit "3" attached hereto and shall amend Exhibit "B" of the Declaration. No unit in the condominium, including the units located upon the Additional Land, bears the same designation as any other unit.

D. Graphic Description of the Improvements. The attached Exhibit "3" is hereby recorded in the Public Records of Palm Beach County, Florida to show the Additional Land to be added and to show a graphic description of the improvements in which the units are located and the plot plan thereof that, together with the Declaration, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. Exhibit "B" of the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II recorded in Official Records Book 5943, Page 279 in the Public Records of Palm Beach County, Florida, is hereby amended by adding thereto Exhibit "3" consisting of pages 1 through 6, inclusive attached hereto.

E. Survey Recorded Showing Improvements Substantially Completed. Additionally, the attached Exhibit "3" is hereby recorded in the Public Records of Palm Beach County, Florida to certify that Building 15, Phase II and all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common element facilities serving Building 15 Phase II are "substantially completed" in compliance with the requirements of Section 718.104(4)(e) Florida Statutes, (1987).

F. Undivided Share of Common Elements. The undivided share in the common elements appurtenant to each unit in the condominium, stated as a percentage or fraction which, in the aggregate, equals the whole and have been determined in conformance with the manner of allocation set forth in the original Declaration of Condominium, is set forth on Exhibit "4" attached hereto.

G. Common Expense/Common Surplus. The proportion or percentage of, and the manner of sharing, common expenses and owning common surplus, shall be the same as the undivided share in the common elements, as provided by Exhibit "4" attached hereto. Exhibit "C" of the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II recorded in Official Records Book 5943, page 259 in the Public Records of Palm Beach County, Florida, is hereby amended by deleting said Exhibit "C" and inserting Exhibit "4" attached hereto in its place as Exhibit "C"

URE 5962 Ps 1562

to the Declaration of Condominium of Isles of Boca Condominium,  
Section II.

IN WITNESS WHEREOF, the Developer has caused the foregoing  
instrument to be executed and its corporate seal affixed on the  
date set forth above.

In the presence of:

*Joyce Babel*  
\_\_\_\_\_  
*Diana Tomando*  
\_\_\_\_\_

PALM D'ORO DEVELOPMENT CORPORATION

By: *Clifford A. Hope*  
\_\_\_\_\_  
Clifford A. Hope, Vice President



STATE OF FLORIDA     )  
                              ):SS  
COUNTY OF BROWARD    )

BEFORE ME, the undersigned authority, personally appeared  
Clifford A. Hope as Vice President of Palm D'Oro Development  
Corporation, a Florida corporation, to me known to be the  
individual who executed the foregoing instrument on behalf of the  
said corporation and he acknowledged said execution.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal on this 24<sup>th</sup> day of February, 1989.

*David Pesevich*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

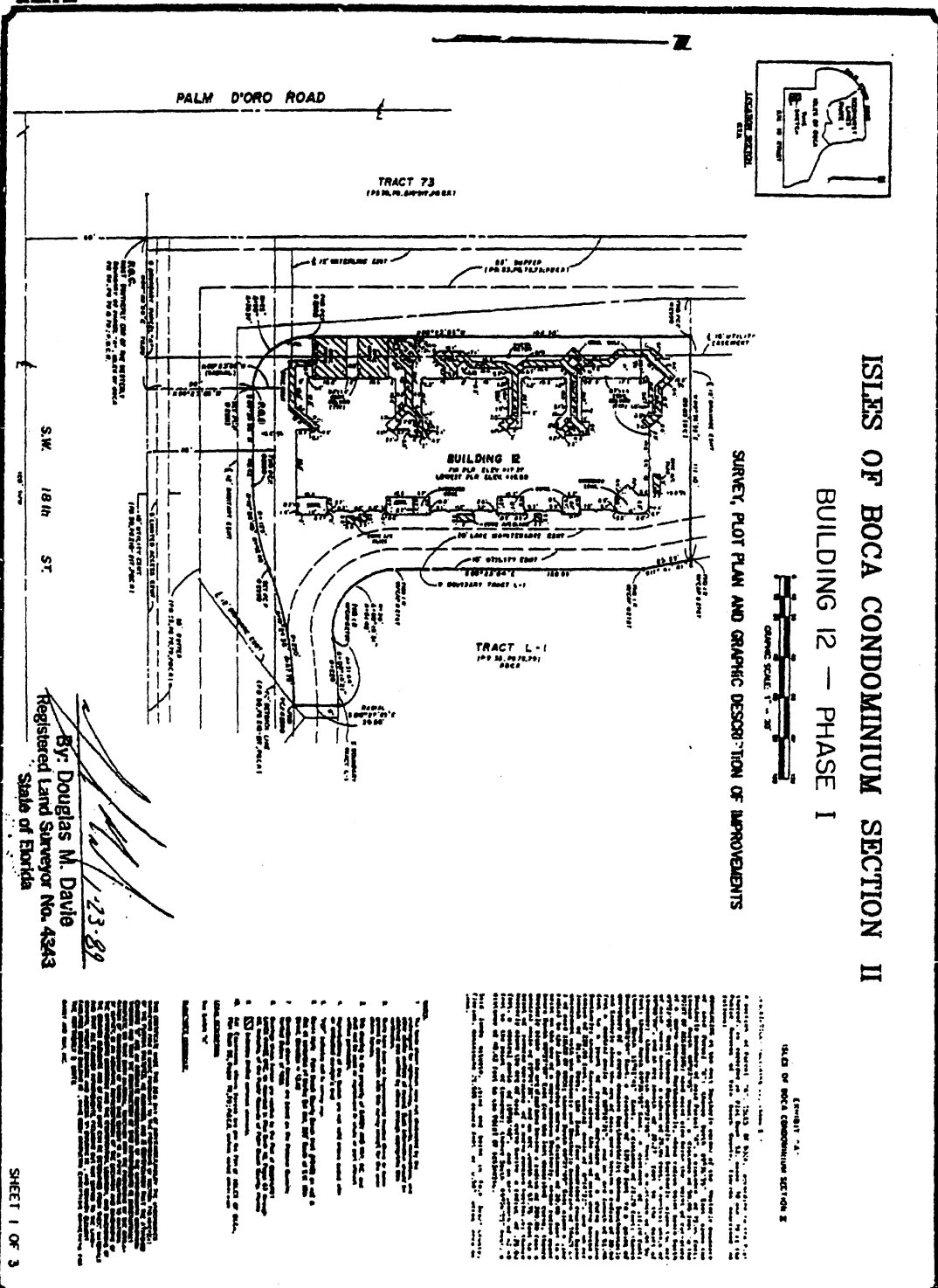


My Commission Expires:     NOTARY PUBLIC STATE OF FLORIDA  
                                  MY COMMISSION EXP: JAN: 1, 1990  
This Instrument Prepared By: BONDED THRU GENERAL INS. UND.

Glenn M. Lee, Esquire  
Stuzin and Camner, P.A.  
999 Brickell Avenue     )  
Fourth Floor  
Miami, Florida 33131

URE 5962 Pg 1563

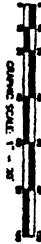
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



ISLES OF BOCA CONDOMINIUM SECTION II

BUILDING 12 - PHASE I

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



By: *[Signature]*  
 Douglas M. Davie  
 Registered Land Surveyor No. 4343  
 State of Florida

EXHIBIT "1"  
 ISLES OF BOCA CONDOMINIUM SECTION II

1. The following is a description of the improvements shown on the attached survey plot plan and graphic description of improvements for Building 12 - Phase I, located on Tract 73, 19th St. Subdivision, Dade County, Florida, and Tract L-1, 19th St. Subdivision, Dade County, Florida.

2. The improvements consist of a building footprint, parking areas, walkways, and utility lines.

3. The building footprint is shown with internal structural details and is surrounded by various utility lines and easements.

4. The parking areas are shown as paved surfaces with individual parking spaces.

5. The walkways are shown as paved paths connecting the building to the parking areas and the street.

6. The utility lines include water, sewer, gas, and electric lines, all shown with their respective easements.

7. The survey was conducted on 12/23/89.

SHEET 1 OF 3

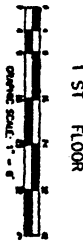
80,202	ISLES OF BOCA CONDOMINIUM SECTION II	<i>Derby and Way, Inc.</i> Professional Engineering, Surveying & Planning 1410 S. FORESHORE PARK BLVD. SUITE 100 BOCA RATON, FLORIDA 33432 PH: 561-993-1111 FAX: 561-993-1112	DATE: 12/23/89	BY: DMD	SCALE: 1" = 30'
	PHASE I - BUILDING 12		PROJECT: 80,202	DATE: 12/23/89	BY: DMD
EXHIBIT B, PAGE 1					

EXHIBIT "1" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

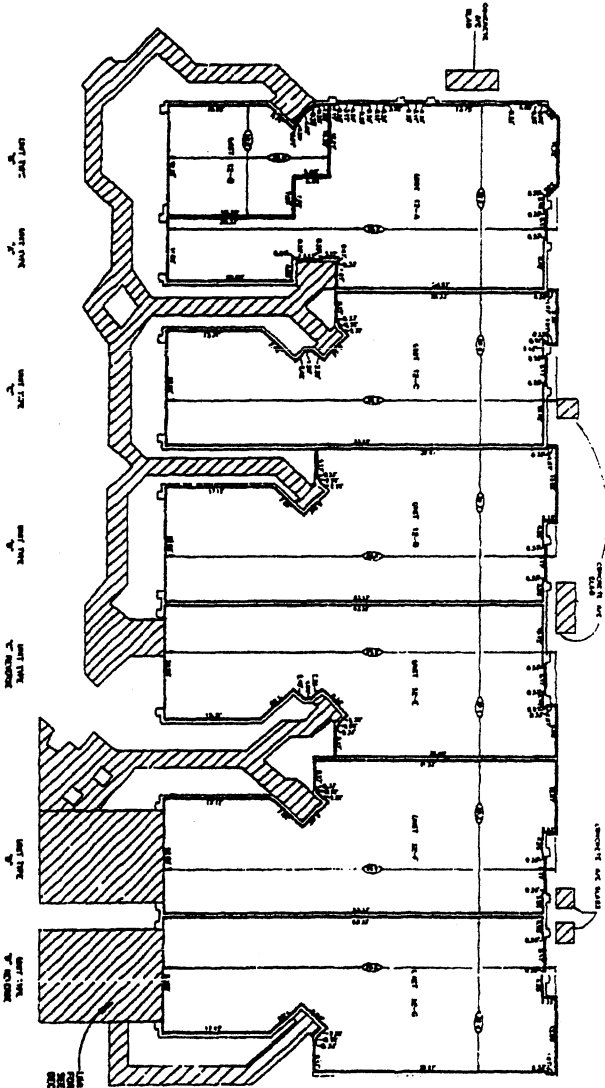
URE 5962 Pg 1564

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

ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 12 - PHASE I



BUILDING FLOOR PLANS



**NOTES:**  
 1. LINES ON THIS PLAN ARE TO BE CONSIDERED AS APPROXIMATE.  
 2. THE EXACT DIMENSIONS OF THE UNITS AND COMMON AREAS SHALL BE DETERMINED BY THE SURVEYOR.  
 3. THE EXACT DIMENSIONS OF THE UNITS AND COMMON AREAS SHALL BE DETERMINED BY THE SURVEYOR.  
 4. THE EXACT DIMENSIONS OF THE UNITS AND COMMON AREAS SHALL BE DETERMINED BY THE SURVEYOR.

UNIT NO.	CLERK ROOM	CLERK ROOM
12-1		
12-2		
12-3		
12-4		
12-5		
12-6		
12-7		
12-8		
12-9		
12-10		
12-11		
12-12		
12-13		
12-14		
12-15		
12-16		
12-17		
12-18		
12-19		
12-20		
12-21		
12-22		
12-23		
12-24		
12-25		
12-26		
12-27		
12-28		
12-29		
12-30		
12-31		

UNIT 12-1 (SEE SHEET 1 OF 3) FOR DETAILS OF UNIT AND COMMON AREAS.

SHEET 2 OF 3

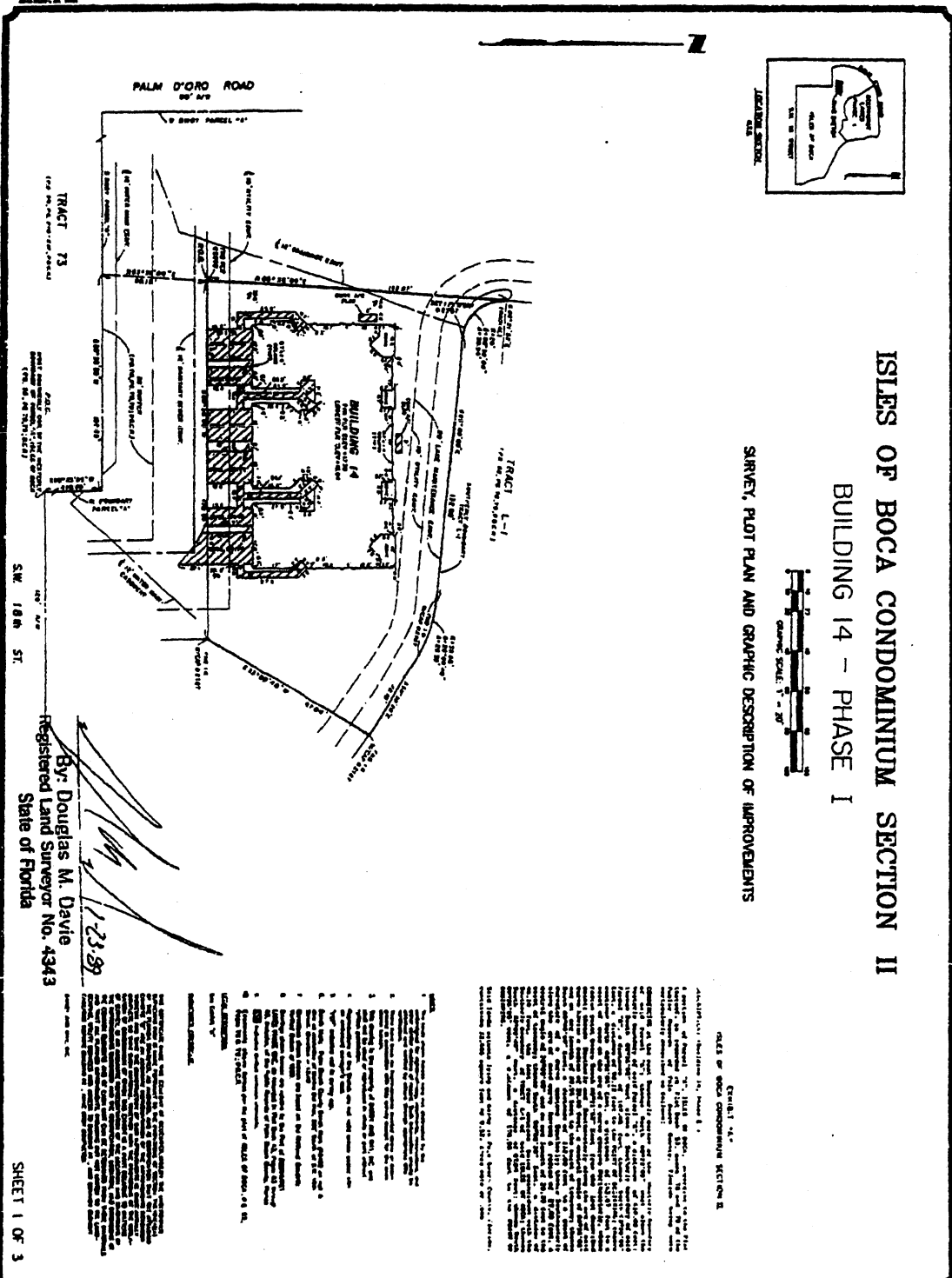
ISLES OF BOCA CONDOMINIUM SECTION II PHASE I - BUILDING 12 EXHIBIT "1" - PAGE 2	<i>Lasby and Way, Inc.</i> Professional Engineering, Surveying & Planning	DATE: 11-15-99 DRAWN BY: [Name] CHECKED BY: [Name]	SHEET NO.: 21-23 TOTAL SHEETS: 23
		PROJECT NO.: [Number] CLIENT: [Name]	SCALE: 1" = 8'-0"

EXHIBIT "1" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II



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

URS 5962 Pg 1566



**ISLES OF BOCA CONDOMINIUM SECTION II**  
**BUILDING 14 - PHASE I**  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



By: Douglas M. Davie  
 Registered Land Surveyor No. 4343  
 State of Florida

*[Signature]*

12389

**EXHIBIT "A"**  
**PLAN OF BOCA CONDOMINIUM SECTION II**

As indicated on the attached plan, the following is a description of the improvements to be constructed on the land shown on the plan, to wit:

1. The improvements to be constructed on the land shown on the plan shall consist of the following:
  - a. A building to be used as a multi-unit residential building, to be known as Building 14, consisting of approximately 100 units, to be constructed on the land shown on the plan.
  - b. A parking area to be used for the parking of motor vehicles, to be located on the land shown on the plan.
  - c. A landscaped area to be used for the landscaping of the building and parking area, to be located on the land shown on the plan.
  - d. A walkway to be used for the walking of pedestrians, to be located on the land shown on the plan.
  - e. A driveway to be used for the driving of motor vehicles, to be located on the land shown on the plan.
  - f. A utility area to be used for the utility of the building and parking area, to be located on the land shown on the plan.
  - g. A storage area to be used for the storage of materials and equipment, to be located on the land shown on the plan.
  - h. A maintenance area to be used for the maintenance of the building and parking area, to be located on the land shown on the plan.
  - i. A security area to be used for the security of the building and parking area, to be located on the land shown on the plan.
  - j. A recreation area to be used for the recreation of the residents of the building, to be located on the land shown on the plan.
  - k. A community area to be used for the community of the residents of the building, to be located on the land shown on the plan.
  - l. A common area to be used for the common of the residents of the building, to be located on the land shown on the plan.
  - m. A reserved area to be used for the reserved of the residents of the building, to be located on the land shown on the plan.
  - n. A restricted area to be used for the restricted of the residents of the building, to be located on the land shown on the plan.
  - o. A prohibited area to be used for the prohibited of the residents of the building, to be located on the land shown on the plan.
  - p. A permitted area to be used for the permitted of the residents of the building, to be located on the land shown on the plan.
  - q. A restricted area to be used for the restricted of the residents of the building, to be located on the land shown on the plan.
  - r. A prohibited area to be used for the prohibited of the residents of the building, to be located on the land shown on the plan.
  - s. A permitted area to be used for the permitted of the residents of the building, to be located on the land shown on the plan.
  - t. A restricted area to be used for the restricted of the residents of the building, to be located on the land shown on the plan.
  - u. A prohibited area to be used for the prohibited of the residents of the building, to be located on the land shown on the plan.
  - v. A permitted area to be used for the permitted of the residents of the building, to be located on the land shown on the plan.
  - w. A restricted area to be used for the restricted of the residents of the building, to be located on the land shown on the plan.
  - x. A prohibited area to be used for the prohibited of the residents of the building, to be located on the land shown on the plan.
  - y. A permitted area to be used for the permitted of the residents of the building, to be located on the land shown on the plan.
  - z. A restricted area to be used for the restricted of the residents of the building, to be located on the land shown on the plan.

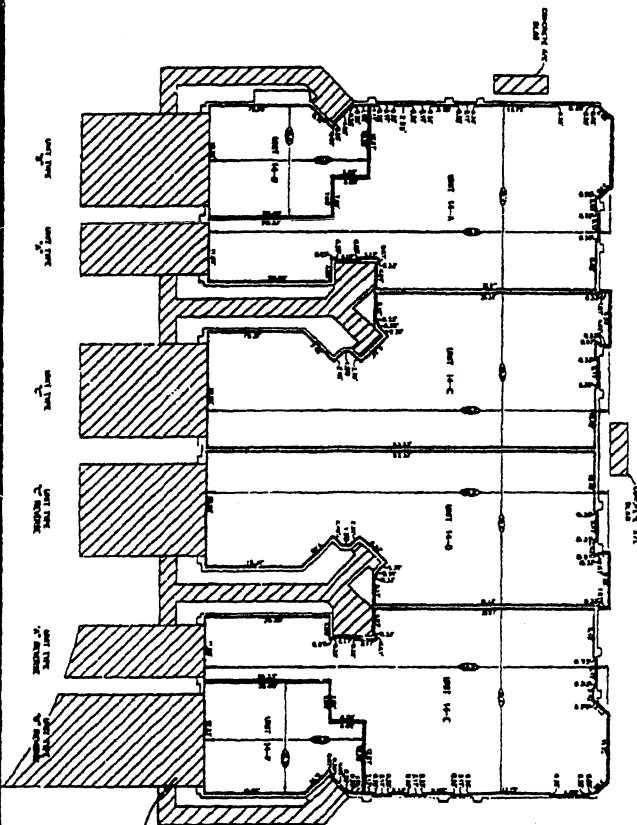
<p>ISLES OF BOCA CONDOMINIUM SECTION II</p> <p>PHASE I - BUILDING 14</p> <p>EXHIBIT "B", PAGE 1</p>	<p><i>Darby and Way, Inc.</i></p> <p>Professional Engineering, Surveying &amp; Planning</p> <p>1470 S. UNIVERSITY BLVD. SUITE 100 BOCA RATON, FLORIDA 33432        TEL: 561-993-1100 FAX: 561-993-1101</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE: 12/28/00</td> <td style="width: 50%;">DRAWN BY: [Name]</td> </tr> <tr> <td>SCALE: 1" = 20'</td> <td>CHECKED BY: [Name]</td> </tr> <tr> <td>PROJECT NO. [Number]</td> <td>DATE: [Date]</td> </tr> <tr> <td colspan="2" style="text-align: center;"> <p>1470 S. UNIVERSITY BLVD. SUITE 100 BOCA RATON, FLORIDA 33432            TEL: 561-993-1100 FAX: 561-993-1101</p> </td> </tr> </table>	DATE: 12/28/00	DRAWN BY: [Name]	SCALE: 1" = 20'	CHECKED BY: [Name]	PROJECT NO. [Number]	DATE: [Date]	<p>1470 S. UNIVERSITY BLVD. SUITE 100 BOCA RATON, FLORIDA 33432            TEL: 561-993-1100 FAX: 561-993-1101</p>	
DATE: 12/28/00	DRAWN BY: [Name]									
SCALE: 1" = 20'	CHECKED BY: [Name]									
PROJECT NO. [Number]	DATE: [Date]									
<p>1470 S. UNIVERSITY BLVD. SUITE 100 BOCA RATON, FLORIDA 33432            TEL: 561-993-1100 FAX: 561-993-1101</p>										

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URG 5962 Pg 1567

### ISLES OF BOCA CONDOMINIUM SECTION II BUILDING 14 - PHASE I

1 ST FLOOR  
BUILDING FLOOR PLAN



NOTES:  
1. ALL COMMON ELEMENTS ARE TO BE DEMONSTRATED BY CROSS MATCHING  
2. ALL ELECTRICAL, MECHANICAL, AND PLUMBING ARE TO BE DEMONSTRATED BY CROSS MATCHING  
3. ALL UNIT FIELDS ARE TO BE DEMONSTRATED BY CROSS MATCHING  
4. ALL UNIT FIELDS ARE TO BE DEMONSTRATED BY CROSS MATCHING  
5. ALL UNIT FIELDS ARE TO BE DEMONSTRATED BY CROSS MATCHING  
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9. ALL UNIT FIELDS ARE TO BE DEMONSTRATED BY CROSS MATCHING  
10. ALL UNIT FIELDS ARE TO BE DEMONSTRATED BY CROSS MATCHING

UNIT NO.	LEVEL	AREA	TYPE	STATUS
14-A	1	1,100	Residential	Completed
14-B	1	1,100	Residential	Completed
14-C	1	1,100	Residential	Completed
14-D	1	1,100	Residential	Completed
14-E	1	1,100	Residential	Completed
14-F	1	1,100	Residential	Completed

ALL COMMON ELEMENTS ARE TO BE DEMONSTRATED BY CROSS MATCHING

SHEET 2 OF 3

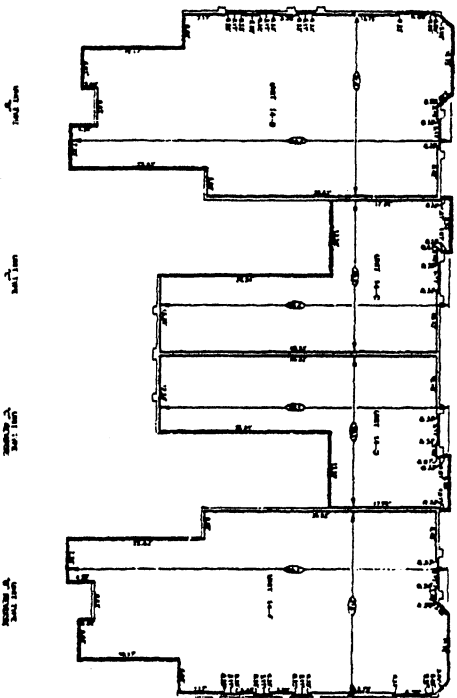
ISLES OF BOCA CONDOMINIUM SECTION II PHASE I - BUILDING 14 EXHIBIT "B", PAGE 2	<i>Darby and Wey, Inc.</i> Professional Engineering, Surveying & Planning 14115 POM PANO PARKWAY POMPANO BEACH, FLORIDA 33069 305-781-1111 • 1-800-488-1001 • FAX 305-781-1112	Scale: 1" = 6' Date: 1-29-03 Project: 0022 Sheet: 27/28	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE						
	NO.	DESCRIPTION	DATE									



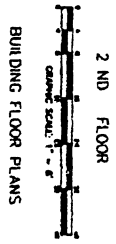
**RECORDER'S MEMO:** Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

URB 5962 Pg 1568

**NOTES:**  
L.E. - UNITED STATES EIGHT AND IS RECORDED BY CROSS HATCHING  
- RECORDS REPRESENTATIVE GOVERNMENT OF UNIT  
- AND UNIT AND/OR COMMON ELEMENTS  
- OF ALL UNITS, PERMANENT IMPROVEMENT, REFER TO BE RECONSTRUCTION  
- AND IMPROVEMENTS FROM PROJECTS A-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, J-1, K-1, L-1, M-1, N-1, O-1, P-1, Q-1, R-1, S-1, T-1, U-1, V-1, W-1, X-1, Y-1, Z-1, AA-1, AB-1, AC-1, AD-1, AE-1, AF-1, AG-1, AH-1, AI-1, AJ-1, AK-1, AL-1, AM-1, AN-1, AO-1, AP-1, AQ-1, AR-1, AS-1, AT-1, AU-1, AV-1, AW-1, AX-1, AY-1, AZ-1, BA-1, BB-1, BC-1, BD-1, BE-1, BF-1, BG-1, BH-1, BI-1, BJ-1, BK-1, BL-1, BM-1, BN-1, BO-1, BP-1, BQ-1, BR-1, BS-1, BT-1, BU-1, BV-1, BW-1, BX-1, BY-1, BZ-1, CA-1, CB-1, CC-1, CD-1, CE-1, CF-1, CG-1, CH-1, CI-1, CJ-1, CK-1, CL-1, CM-1, CN-1, CO-1, CP-1, CQ-1, CR-1, CS-1, CT-1, CU-1, CV-1, CW-1, CX-1, CY-1, CZ-1, DA-1, DB-1, DC-1, DD-1, DE-1, DF-1, DG-1, DH-1, DI-1, DJ-1, DK-1, DL-1, DM-1, DN-1, DO-1, DP-1, DQ-1, DR-1, DS-1, DT-1, DU-1, DV-1, DW-1, DX-1, DY-1, DZ-1, EA-1, EB-1, EC-1, ED-1, EE-1, EF-1, EG-1, EH-1, EI-1, EJ-1, EK-1, EL-1, EM-1, EN-1, EO-1, EP-1, EQ-1, ER-1, ES-1, ET-1, EU-1, EV-1, EW-1, EX-1, EY-1, EZ-1, FA-1, FB-1, FC-1, FD-1, FE-1, FF-1, FG-1, FH-1, FI-1, FJ-1, FK-1, FL-1, FM-1, FN-1, FO-1, FP-1, FQ-1, FR-1, FS-1, FT-1, FU-1, FV-1, FW-1, FX-1, FY-1, FZ-1, GA-1, GB-1, GC-1, GD-1, GE-1, GF-1, GG-1, GH-1, GI-1, GJ-1, GK-1, GL-1, GM-1, GN-1, GO-1, GP-1, GQ-1, GR-1, GS-1, GT-1, GU-1, GV-1, GW-1, GX-1, GY-1, GZ-1, HA-1, HB-1, HC-1, HD-1, HE-1, HF-1, HG-1, HH-1, HI-1, HJ-1, HK-1, HL-1, HM-1, HN-1, HO-1, HP-1, HQ-1, HR-1, HS-1, HT-1, HU-1, HV-1, HW-1, HX-1, HY-1, HZ-1, IA-1, IB-1, IC-1, ID-1, IE-1, IF-1, IG-1, IH-1, II-1, IJ-1, IK-1, IL-1, IM-1, IN-1, IO-1, IP-1, IQ-1, IR-1, IS-1, IT-1, IU-1, IV-1, IW-1, IX-1, IY-1, IZ-1, JA-1, JB-1, JC-1, JD-1, JE-1, JF-1, JG-1, JH-1, JI-1, JJ-1, JK-1, JL-1, JM-1, JN-1, JO-1, JP-1, JQ-1, JR-1, JS-1, JT-1, JU-1, JV-1, JW-1, JX-1, JY-1, JZ-1, KA-1, KB-1, KC-1, KD-1, KE-1, KF-1, KG-1, KH-1, KI-1, KJ-1, KK-1, KL-1, KM-1, KN-1, KO-1, KP-1, KQ-1, KR-1, KS-1, KT-1, KU-1, KV-1, KW-1, KX-1, KY-1, KZ-1, LA-1, LB-1, LC-1, LD-1, LE-1, LF-1, LG-1, LH-1, LI-1, LJ-1, LK-1, LL-1, LM-1, LN-1, LO-1, LP-1, LQ-1, LR-1, LS-1, LT-1, LU-1, LV-1, LW-1, LX-1, LY-1, LZ-1, MA-1, MB-1, MC-1, MD-1, ME-1, MF-1, MG-1, MH-1, MI-1, MJ-1, MK-1, ML-1, MM-1, MN-1, MO-1, MP-1, MQ-1, MR-1, MS-1, MT-1, MU-1, MV-1, MW-1, MX-1, MY-1, MZ-1, NA-1, NB-1, NC-1, ND-1, NE-1, NF-1, NG-1, NH-1, NI-1, NJ-1, NK-1, NL-1, NM-1, NN-1, NO-1, NP-1, NQ-1, NR-1, NS-1, NT-1, NU-1, NV-1, NW-1, NX-1, NY-1, NZ-1, OA-1, OB-1, OC-1, OD-1, OE-1, OF-1, OG-1, OH-1, OI-1, OJ-1, OK-1, OL-1, OM-1, ON-1, OO-1, OP-1, OQ-1, OR-1, OS-1, OT-1, OU-1, OV-1, OW-1, OX-1, OY-1, OZ-1, PA-1, PB-1, PC-1, PD-1, PE-1, PF-1, PG-1, PH-1, PI-1, PJ-1, PK-1, PL-1, PM-1, PN-1, PO-1, PP-1, PQ-1, PR-1, PS-1, PT-1, PU-1, PV-1, PW-1, PX-1, PY-1, PZ-1, QA-1, QB-1, QC-1, QD-1, QE-1, QF-1, QG-1, QH-1, QI-1, QJ-1, QK-1, QL-1, QM-1, QN-1, QO-1, QP-1, QQ-1, QR-1, QS-1, QT-1, QU-1, QV-1, QW-1, QX-1, QY-1, QZ-1, RA-1, RB-1, RC-1, RD-1, RE-1, RF-1, RG-1, RH-1, RI-1, RJ-1, RK-1, RL-1, RM-1, RN-1, RO-1, RP-1, RQ-1, RR-1, RS-1, RT-1, RU-1, RV-1, RW-1, RX-1, RY-1, RZ-1, SA-1, SB-1, SC-1, SD-1, SE-1, SF-1, SG-1, SH-1, SI-1, SJ-1, SK-1, SL-1, SM-1, SN-1, SO-1, SP-1, SQ-1, SR-1, SS-1, ST-1, SU-1, SV-1, SW-1, SX-1, SY-1, SZ-1, TA-1, TB-1, TC-1, TD-1, TE-1, TF-1, TG-1, TH-1, TI-1, TJ-1, TK-1, TL-1, TM-1, TN-1, TO-1, TP-1, TQ-1, TR-1, TS-1, TT-1, TU-1, TV-1, TW-1, TX-1, TY-1, TZ-1, UA-1, UB-1, UC-1, UD-1, UE-1, UF-1, UG-1, UH-1, UI-1, UJ-1, UK-1, UL-1, UM-1, UN-1, UO-1, UP-1, UQ-1, UR-1, US-1, UT-1, UY-1, UZ-1, VA-1, VB-1, VC-1, VD-1, VE-1, VF-1, VG-1, VH-1, VI-1, VJ-1, VK-1, VL-1, VM-1, VN-1, VO-1, VP-1, VQ-1, VR-1, VS-1, VT-1, VU-1, VV-1, VW-1, VX-1, VY-1, VZ-1, WA-1, WB-1, WC-1, WD-1, WE-1, WF-1, WG-1, WH-1, WI-1, WJ-1, WK-1, WL-1, WM-1, WN-1, WO-1, WP-1, WQ-1, WR-1, WS-1, WT-1, WY-1, WZ-1, XA-1, XB-1, XC-1, XD-1, XE-1, XF-1, XG-1, XH-1, XI-1, XJ-1, XK-1, XL-1, XM-1, XN-1, XO-1, XP-1, XQ-1, XR-1, XS-1, XT-1, XU-1, XV-1, XW-1, XX-1, XY-1, XZ-1, YA-1, YB-1, YC-1, YD-1, YE-1, YF-1, YG-1, YH-1, YI-1, YJ-1, YK-1, YL-1, YM-1, YN-1, YO-1, YP-1, YQ-1, YR-1, YS-1, YT-1, YU-1, YV-1, YW-1, YX-1, YY-1, YZ-1, ZA-1, ZB-1, ZC-1, ZD-1, ZE-1, ZF-1, ZG-1, ZH-1, ZI-1, ZJ-1, ZK-1, ZL-1, ZM-1, ZN-1, ZO-1, ZP-1, ZQ-1, ZR-1, ZS-1, ZT-1, ZU-1, ZV-1, ZW-1, ZX-1, ZY-1, ZZ-1



ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 14 - PHASE I



UNIT NO.	DATE	REVISION
14-1	12/28/2000	ISSUED FOR RECORD
14-2		
14-3		
14-4		
14-5		
14-6		
14-7		
14-8		
14-9		
14-10		
14-11		
14-12		

SHEET 3 OF 3

ISLES OF BOCA CONDOMINIUM SECTION II PHASE I - BUILDING 14 EXHIBIT "B" - PAGE 3	<i>Darby and Wray, Inc.</i> Professional Engineering, Surveying & Planning 1616 S. WINDY PARKWAY, SUITE 200 BEACH, FLORIDA 33417 TEL: (407) 253-1100 FAX: (407) 253-1101	Scale: 1" = 6'	Sheet: 3 of 3
		Date: 12/28/2000	Project: 00-000000

EXHIBIT "1" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

URE 5962 Pg 1569

EXHIBIT "2" TO  
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ISLES OF BOCA CONDOMINIUM, SECTION II

being added to:

EXHIBIT "A" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

DESCRIPTION: (Building 15, Phase II)

A portion of Parcel "A", ISLES OF BOCA, according to the Plat thereof, as recorded in Plat Book 53, Pages 78 and 79 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the most Westerly of the Southerly corners of said Parcel "A": thence North 89°36'55" East along a Southerly boundary of said Parcel "A", a distance of 153.20 feet; thence North 03°38'08" East, a distance of 50.12 feet to the POINT OF BEGINNING; thence South 89°36'55" West, a distance of 76.69 feet to a point of curvature of a curve concave Northeasterly; thence Westerly and Northerly along the arc of said curve having a radius of 30.00 feet, a central angle of 94°29'48" and an arc length of 49.48 feet to the point of tangency; thence North 04°06'43" East, a distance of 192.05 feet to a point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve having a radius of 55.00 feet, a central angle of 16°18'26" and an arc length of 15.65 feet to the point of tangency; thence North 20°25'09" East, a distance of 24.45 feet; thence South 69°34'51" East, a distance of 101.95 feet to a point on the Westerly boundary of TRACT L-1 of said ISLES OF BOCA; thence South 03°38'08" West, a distance of 226.23 feet to the POINT OF BEGINNING.

URE 5962 Pg 1570

EXHIBIT "2" TO  
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ISLES OF BOCA CONDOMINIUM, SECTION II

being added to:

EXHIBIT "A" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II

DESCRIPTION: (Building 16, Phase II)

A portion of Parcel "A", ISLES OF BOCA, according to the Plat thereof, as recorded in Plat Book 53, Pages 78 and 79 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the most Northerly corner of said Parcel "A"; thence South 33°54'30" East, a distance of 104.97 feet to the POINT OF BEGINNING; thence continue South 33°54'30" East, a distance of 98.61 feet; thence South 16°38'00" East, a distance of 162.15 feet to a point of intersection with a curve concave Northeasterly and whose radius point bears North 57°06'20" East from the last described point, the last three described courses being coincident with the Northerly boundary of said Parcel "A"; thence Northerly along the arc of said curve having a radius of 75.00 feet, a central of 16°15'40", and an arc length of 21.29 feet to the point of tangency; thence North 16°38'00" West, a distance of 95.74 feet to a point of curvature of a curve concave Southerly; thence Northerly, Northwesterly and Southwesterly along the arc of said curve having a radius of 20.00 feet, a central angle of 105°54'37", and an arc length of 36.97 feet to the point of tangency; thence south 57°27'23" West, a distance of 138.83 feet to a point of curvature of a curve concave Southeasterly; thence Southwesterly and Southerly along the arc of said curve having a radius of 10.00 feet, a central angle of 53°49'15" and an arc length of 9.39 feet to the point of tangency; thence South 03°38'08" West, a distance of 4.70 feet, the last six described courses being coincident with the Northerly boundary of TRACT L-1 of said ISLES OF BOCA; thence North 69°34'51" West, a distance of 101.95 feet; thence North 20°25'09" East, a distance of 37.78 feet to a point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve having a radius of 55.00 feet, a central angle of 34°34'51" and an arc length of 33.20 feet to the point of tangency; thence North 55°00'00" East, a distance of 150.28 feet to a point of curvature of a curve concave Northwesterly, thence Northeasterly along the arc of said curve having a radius of 620.00 feet, a central angle of 2°59'12" and an arc length of 32.32 feet to the POINT OF BEGINNING.

URS 5962 Pg 1571

EXHIBIT "2" TO  
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ISLES OF BOCA CONDOMINIUM, SECTION II

being added to:

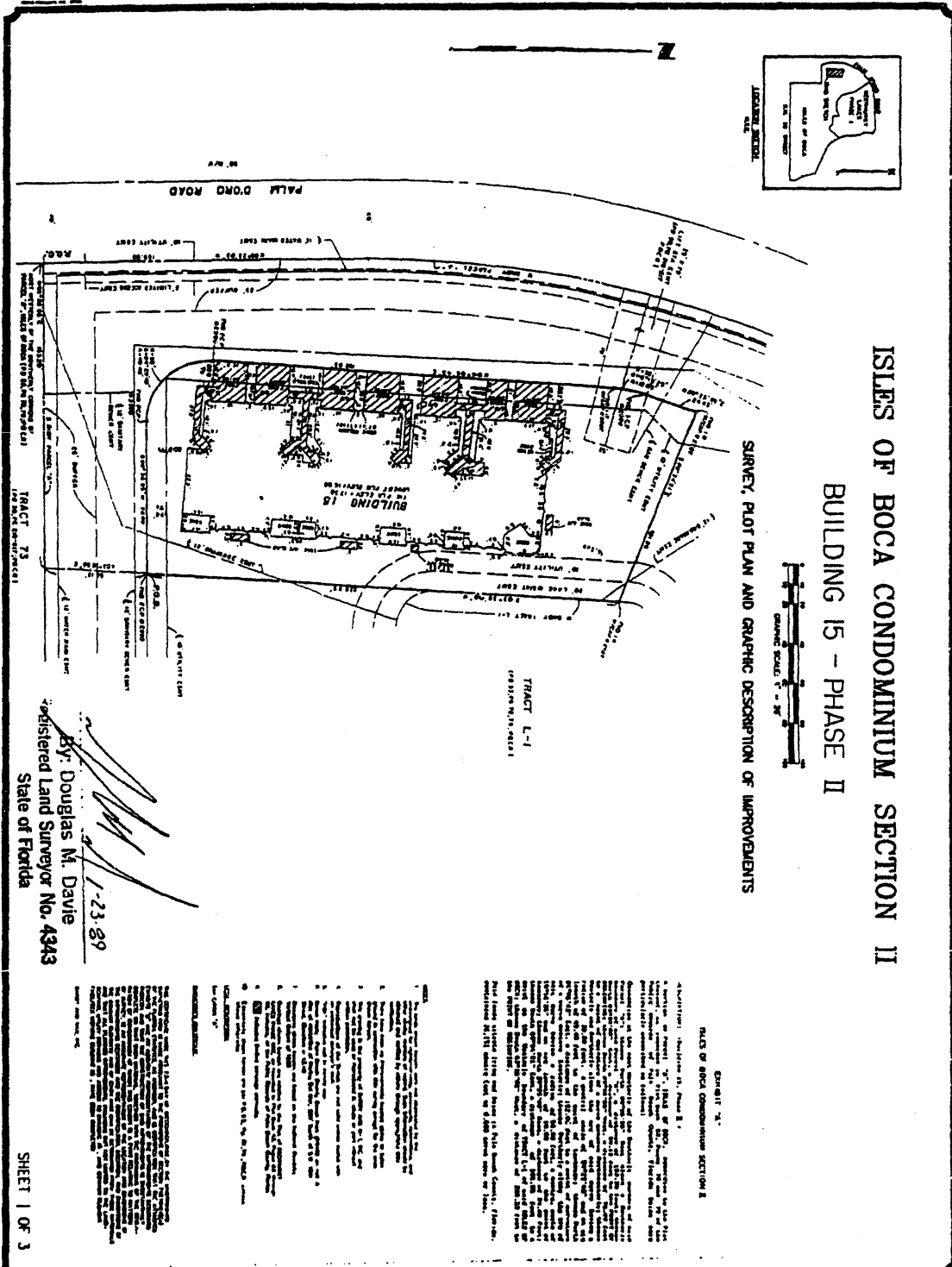
EXHIBIT "A" TO  
DECLARATION OF CONDOMINIUM  
ISLES OF BOCA CONDOMINIUM, SECTION II  
DESCRIPTION: (Building 17, Phase II)

A portion of TRACT A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat Book 43, Pages 63 through 65, inclusive of the Public Records of Palm Beach County, Florida, described as follows:

Commencing at the Northwest corner of said TRACT A; thence South 33°54'30" East along the Westerly boundary of said TRACT A, a distance of 104.97 feet to an intersection with a curve concave Northwesterly, whose radius point bears North 37°59'12" West from the last described point, said point also being the POINT OF BEGINNING; thence Northeasterly along the arc of said curve having a radius of 620.00 feet, a central angle of 8°27'56", and an arc length of 91.61 feet to a point of reverse curvature of a curve concave Southerly; thence Northeasterly and Southeasterly along the arc of said curve having a radius of 35.00 feet, a central angle of 119°49'08", and an arc length of 73.19 feet to the point of tangency; thence South 16°38'00" East, a distance of 230.83 feet to a point of curvature of a curve concave Northwesterly; thence Southerly and Southwesterly along the arc of said curve having a radius of 5.00 feet, a central angle of 94°12'00", and an arc length of 8.22 feet to the point of tangency; thence South 77°34'00" West, a distance of 23.14 feet; thence South 12°26'00" East, a distance of 12.50 feet; thence South 59°27'47" West, a distance of 78.61 feet; thence North 16°38'00" West, a distance of 162.15 feet; thence North 33°54'30" West, a distance of 98.61 feet to the POINT OF BEGINNING, the last two described courses being coincident with the Westerly boundary of said TRACT A.

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

JRB 5962 Pg 1572



ISLES OF BOCA CONDOMINIUM SECTION II

BUILDING 15 - PHASE II

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



By: Douglas M. Davie  
 Registered Land Surveyor No. 4943  
 State of Florida  
 1-23-89

EXHIBIT "3"  
 PLAN OF BOCA CONDOMINIUM SECTION II  
 Building 15, Phase II

1. The area shown on this plan is a portion of the land owned by Isles of Boca, Inc. and is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

2. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

3. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

4. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

5. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

6. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

7. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

8. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

9. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

10. The area shown on this plan is being conveyed to the owners of the units in Building 15, Phase II of the Isles of Boca Condominium Section II.

SHEET 1 OF 3

80-202

ISLES OF BOCA CONDOMINIUM SECTION II  
 PHASE II - BUILDING 15  
 EXHIBIT "3", PAGE 1

*Darby and Wagon, Inc.*  
 Professional  
 Engineering, Surveying & Planning

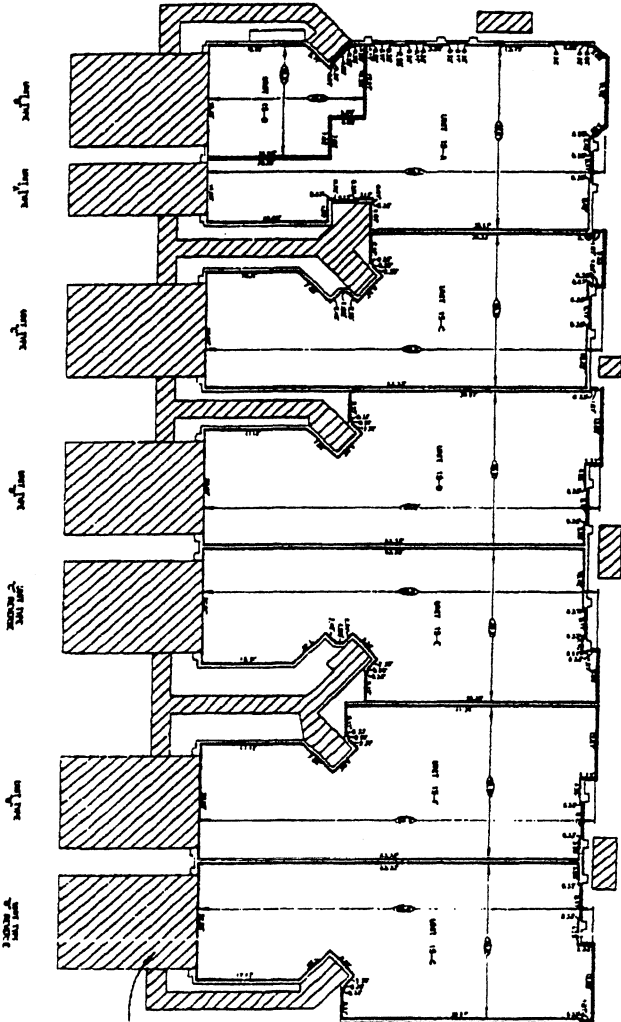
Scale: 1" = 10'	Sheet No. 13
Date: 12-23-89	Project No. 80-202
Drawn: DMD	Checked: DMD
Approved: DMD	Registered Professional Engineer
Florida License No. 12107	State of Florida

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

URB 5962 Pg 1573

ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 15 - PHASE II

1 ST FLOOR  
BUILDING FLOOR PLANS



NOTES:  
1. ALL COMMON ELEMENTS ARE TO BE SEPARATED BY CURBS ALONG THE PERIMETER OF THE COMMON ELEMENTS.  
2. ALL COMMON ELEMENTS ARE TO BE SEPARATED BY CURBS ALONG THE PERIMETER OF THE COMMON ELEMENTS.  
3. ALL COMMON ELEMENTS ARE TO BE SEPARATED BY CURBS ALONG THE PERIMETER OF THE COMMON ELEMENTS.  
4. ALL COMMON ELEMENTS ARE TO BE SEPARATED BY CURBS ALONG THE PERIMETER OF THE COMMON ELEMENTS.  
5. ALL COMMON ELEMENTS ARE TO BE SEPARATED BY CURBS ALONG THE PERIMETER OF THE COMMON ELEMENTS.

UNIT NO. UNIT AREA (SQ. FT.) UNIT PRICE

15-1	1,200	\$120,000
15-2	1,200	\$120,000
15-3	1,200	\$120,000
15-4	1,200	\$120,000
15-5	1,200	\$120,000
15-6	1,200	\$120,000
15-7	1,200	\$120,000
15-8	1,200	\$120,000
15-9	1,200	\$120,000
15-10	1,200	\$120,000
15-11	1,200	\$120,000
15-12	1,200	\$120,000
15-13	1,200	\$120,000
15-14	1,200	\$120,000
15-15	1,200	\$120,000
15-16	1,200	\$120,000
15-17	1,200	\$120,000
15-18	1,200	\$120,000
15-19	1,200	\$120,000
15-20	1,200	\$120,000

COMMON ELEMENTS ARE TO BE SEPARATED BY CURBS ALONG THE PERIMETER OF THE COMMON ELEMENTS.

SHEET 2 OF 3

80-202 ISLES OF BOCA CONDOMINIUM SECTION II PHASE II - BUILDING 15 EXHIBIT "B" PAGE 2

*Darby and Wray, Inc.*  
Professional Engineering, Surveying & Planning  
1425 S. WINDWARD DR. SUITE 100 BOCA RATON, FLORIDA 33432  
TEL: 561-993-1100 FAX: 561-993-1101

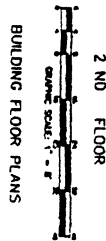
DATE	12-28-00
BY	J.M.B.
CHECKED BY	J.M.B.
SCALE	AS SHOWN
PROJECT NO.	80-202
SHEET NO.	2
TOTAL SHEETS	3

EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

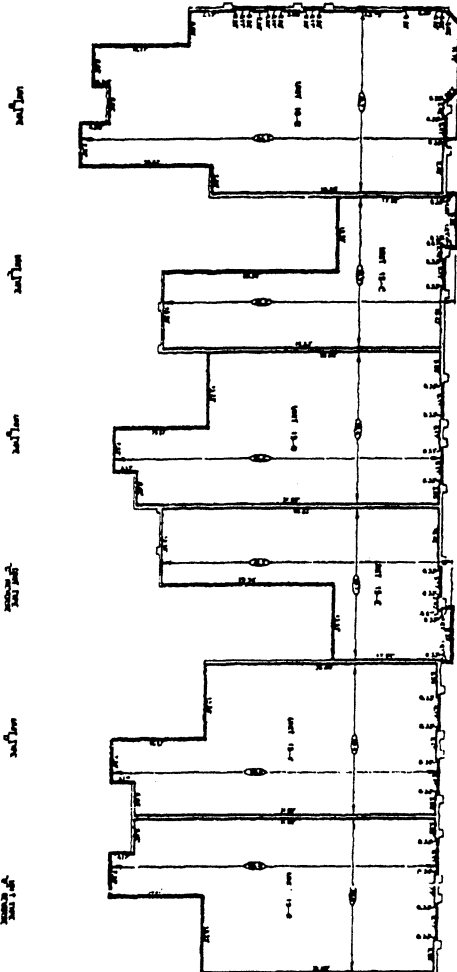
URE 5962 Ps 1574

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ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 15 - PHASE II



**NOTES:**  
1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.  
3. THE BUILDING AND INTERIOR FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS AND SPECIFICATIONS.  
4. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL BUILDING CODE AND THE 1997 INTERNATIONAL PLUMBING CODE.  
5. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE.  
6. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL FIRE AND SAFETY CODE.  
7. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL ENERGY CONSERVATION CODE.  
8. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL SMOKE CONTROL CODE.  
9. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL SOUNDING AND VIBRATION CODE.  
10. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL TRANSPORTATION AND HIGHWAY BUILDING CODE.  
11. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL WIND RESISTANCE DESIGN AND CONSTRUCTION CODE.  
12. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL WOOD PRESERVATION AND PEST RESISTANCE CODE.  
13. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL ZONING AND ORDINANCE CODE.  
14. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL ACCESSIBILITY AND MOBILITY ACT.  
15. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL ENVIRONMENTAL DESIGN AND CONSTRUCTION CODE.  
16. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL GREEN BUILDING AND CONSTRUCTION CODE.  
17. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL LEED CERTIFICATION AND CONSTRUCTION CODE.  
18. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE.  
19. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL WELLNESS AND WELL-BEING CODE.  
20. THE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 1997 INTERNATIONAL WELLNESS AND WELL-BEING CODE.



UNIT NO.	CLASIFICACION	AREA	PERIMETRO
15-1	15-1	15-1	15-1
15-2	15-2	15-2	15-2
15-3	15-3	15-3	15-3
15-4	15-4	15-4	15-4
15-5	15-5	15-5	15-5
15-6	15-6	15-6	15-6
15-7	15-7	15-7	15-7
15-8	15-8	15-8	15-8
15-9	15-9	15-9	15-9
15-10	15-10	15-10	15-10
15-11	15-11	15-11	15-11

NOTES: ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.  
DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.

SHEET 3 OF 3

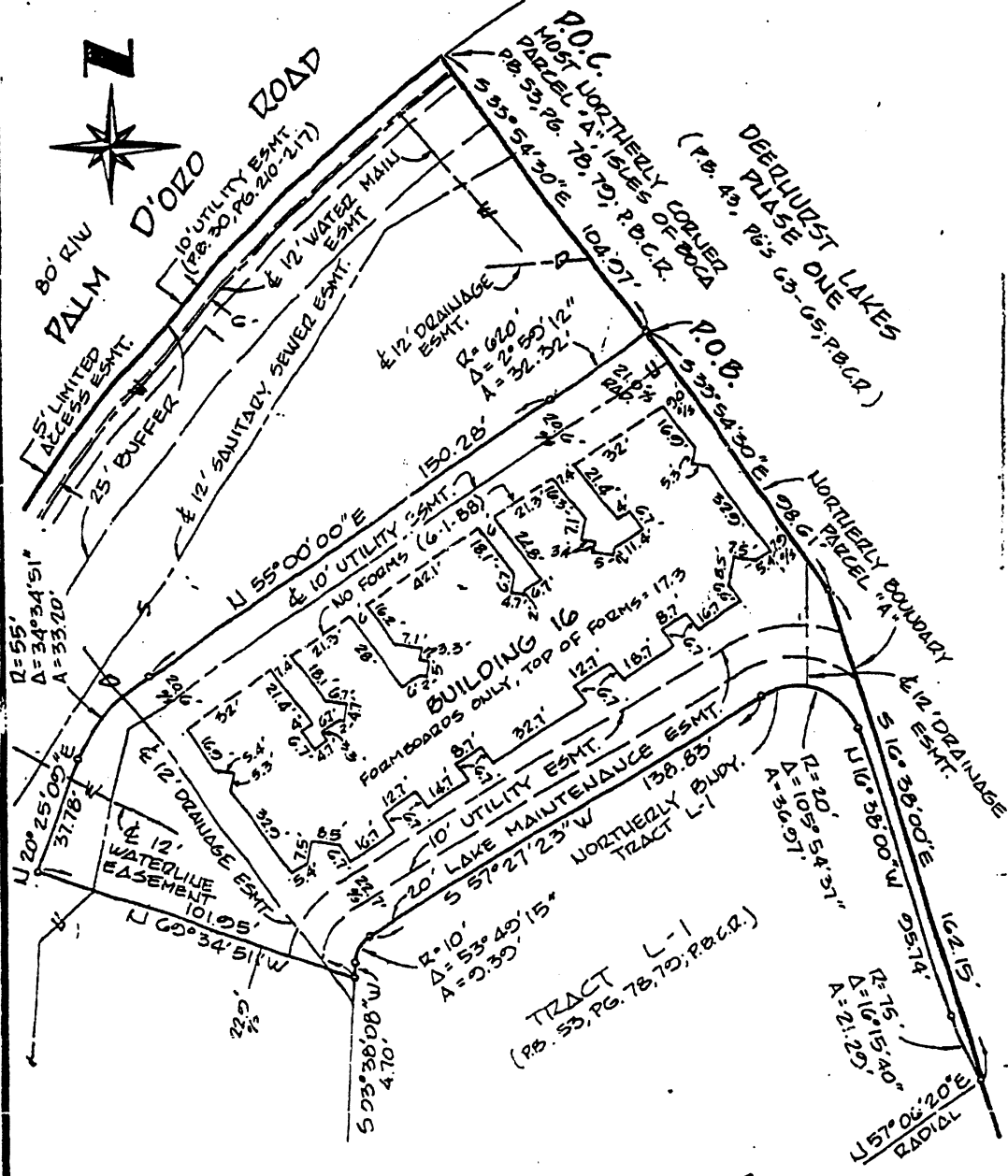
ISLES OF BOCA CONDOMINIUM SECTION II PHASE II - BUILDING 15 EXHIBIT "B" PAGE 3		DATE: 12/28/2000	DRAWN BY: [ ]
		CHECKED BY: [ ]	APPROVED BY: [ ]

EXHIBIT "B" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

URB 5962 Pg 1575

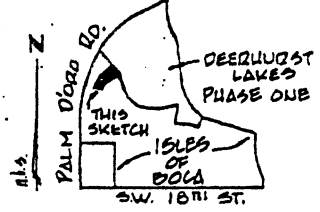
SKETCH OF SURVEY  
BUILDING 16 - PHASE II

ORB 5943 Pg 369



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SHEET 3 OF 3 BO-0202

**Darby and Way, Inc.**  
PROFESSIONAL SURVEYING AND ENGINEERING  
1439 S. POMPANO PARKWAY POMPANO BEACH, FLORIDA 33069  
POMPANO BEACH (305) 973-8388 • ORLANDO (305) 894-6883

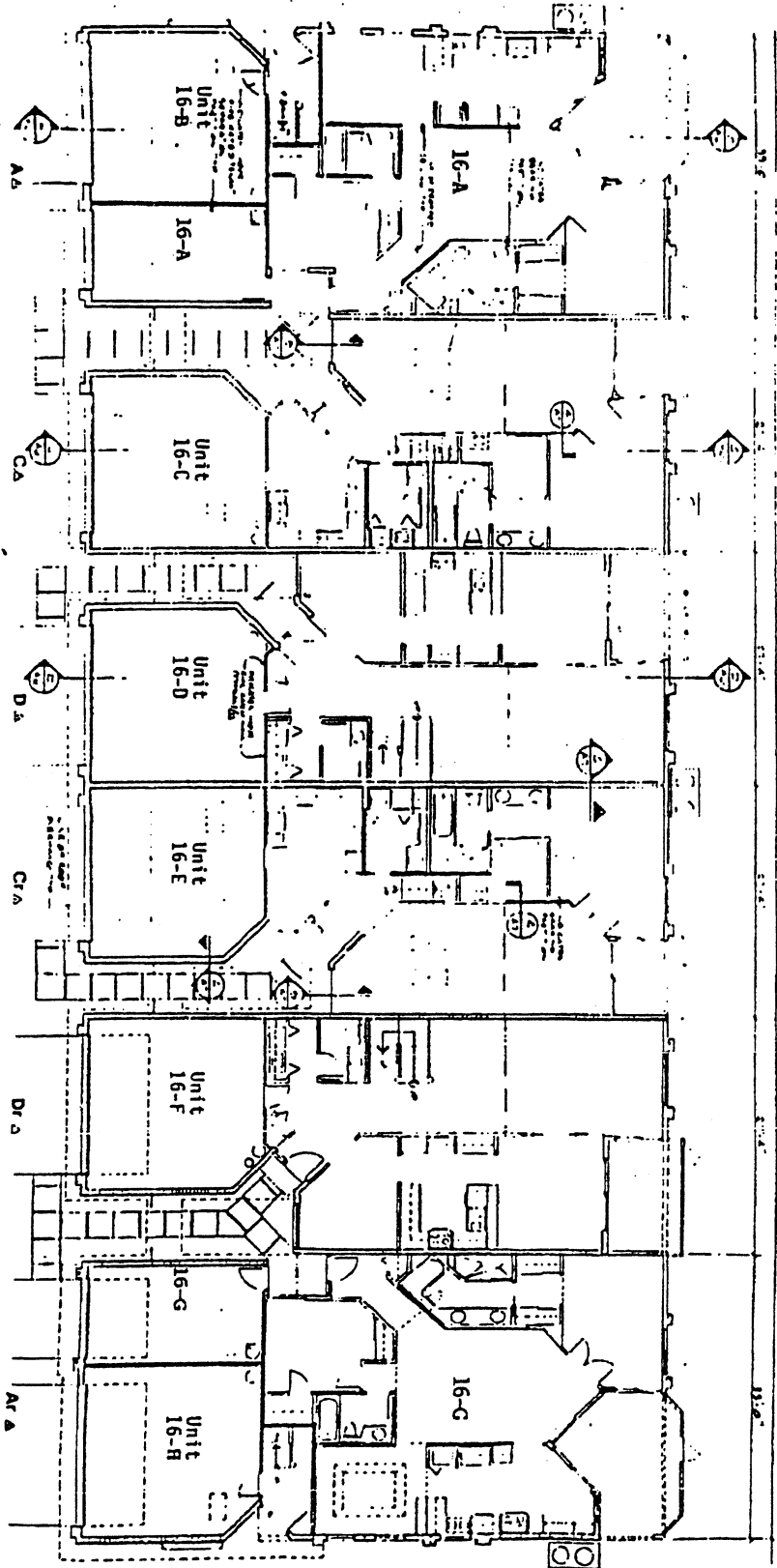
SCALE	REVISIONS (DATE/DESCRIPTION)	BY	DATE
1" = 40'	REVISED C.D.P. DIMS (9/00)	B.F.	12/28/00
DATE	ADDED 200' (12/28/00) 161/24-38		12/28/00
BY			
CHECK			
FIELD BOOK			
PAGE			



URB 5962 Pg 1576

ORB 5943 Pg 370

**1st FLOOR**  
**BUILDING # 16**

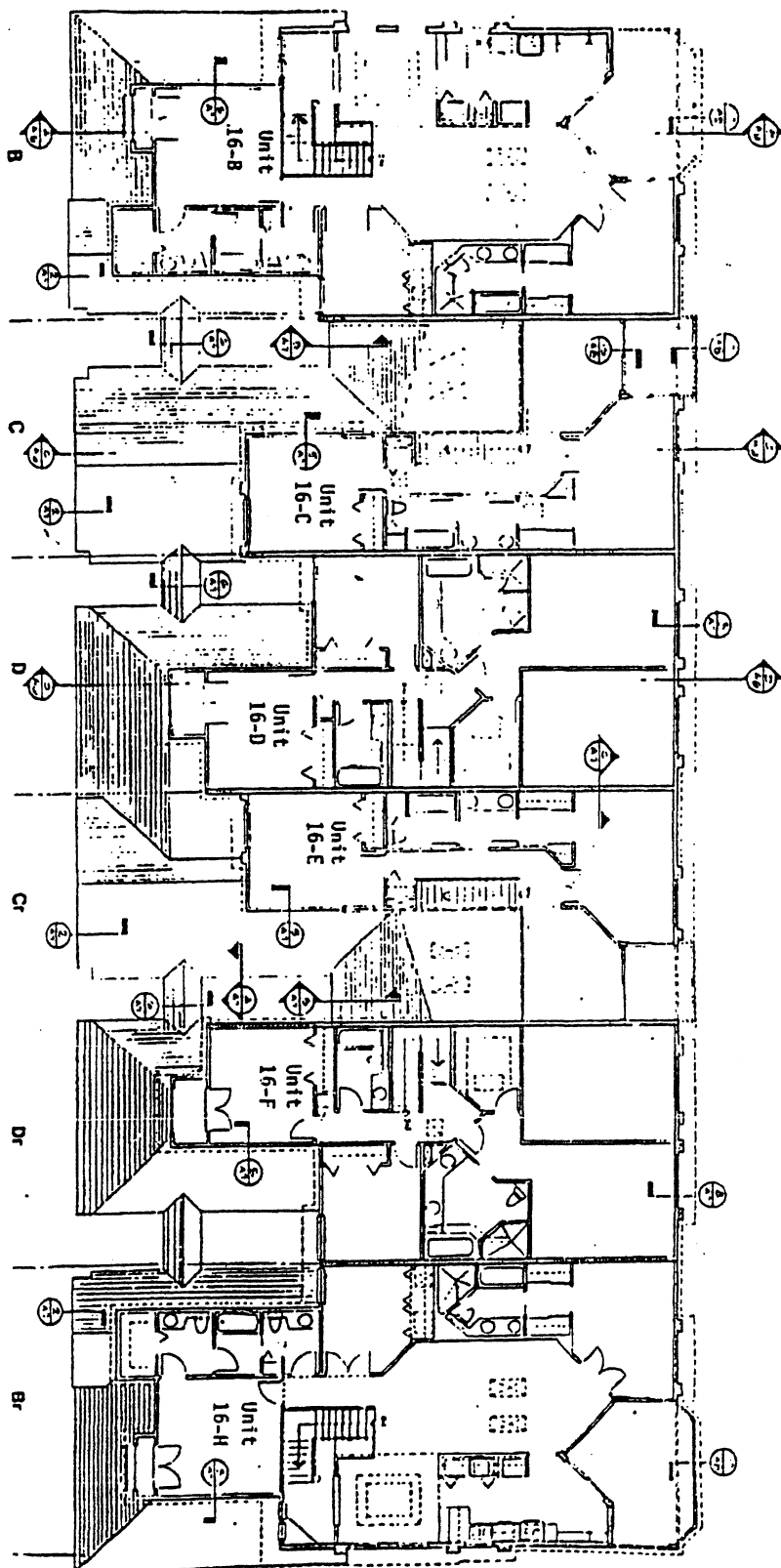


**ISLES OF**  
B D C R

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ORB 5962 Pg 1577

ORB 5943 Pg 371



**ISLES OF**  
**B O C A**

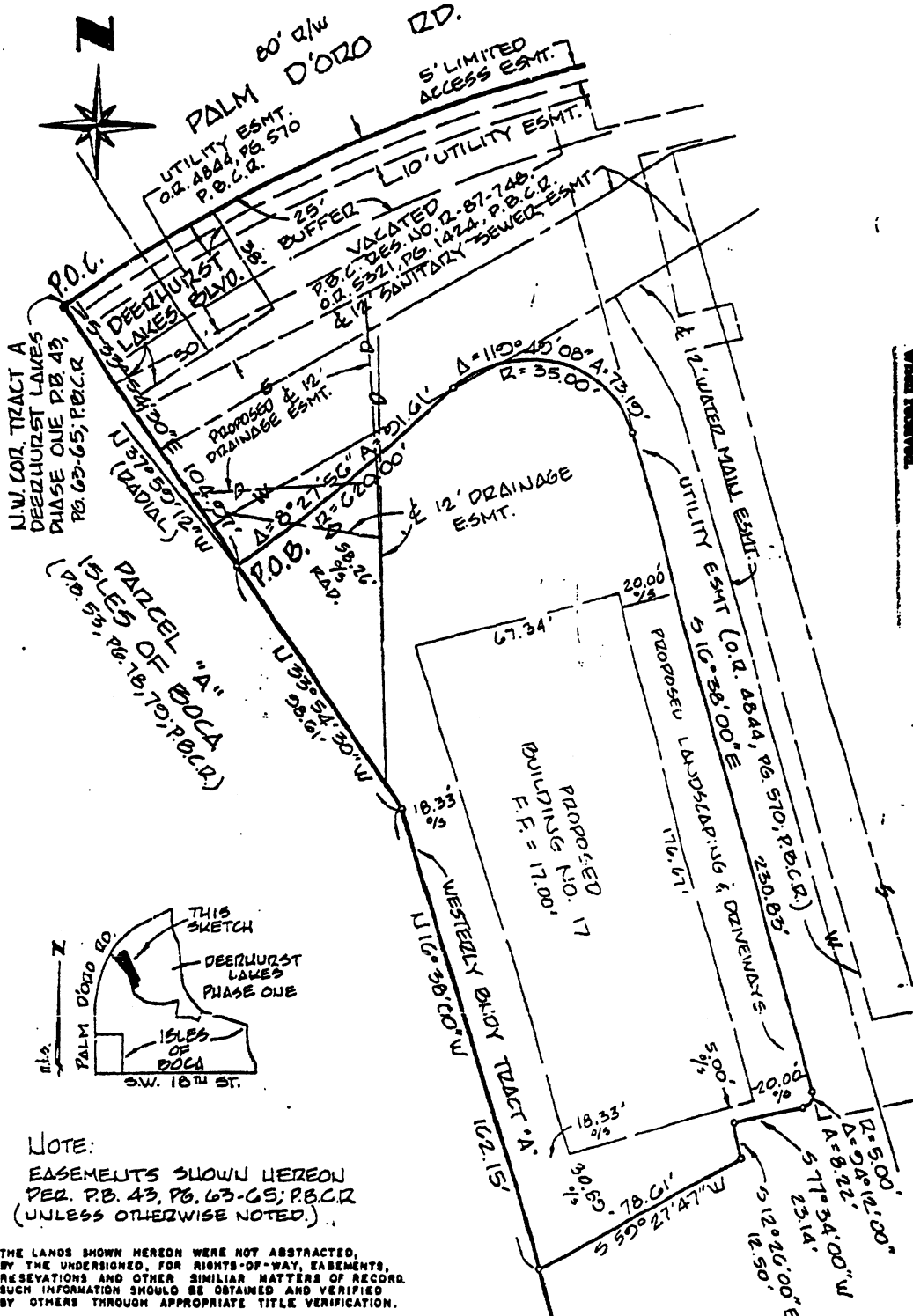
RECORDERS MEMO: Legality  
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2nd FLOOR  
 PLANNING # 16

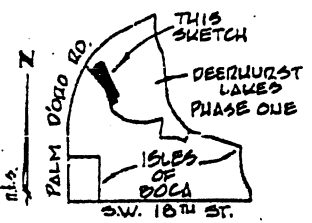
ORB 5943 Pg 372

SKETCH TO ACCOMPANY DESCRIPTION  
BUILDING 17— PHASE II

ORB 5962 Pg 1578



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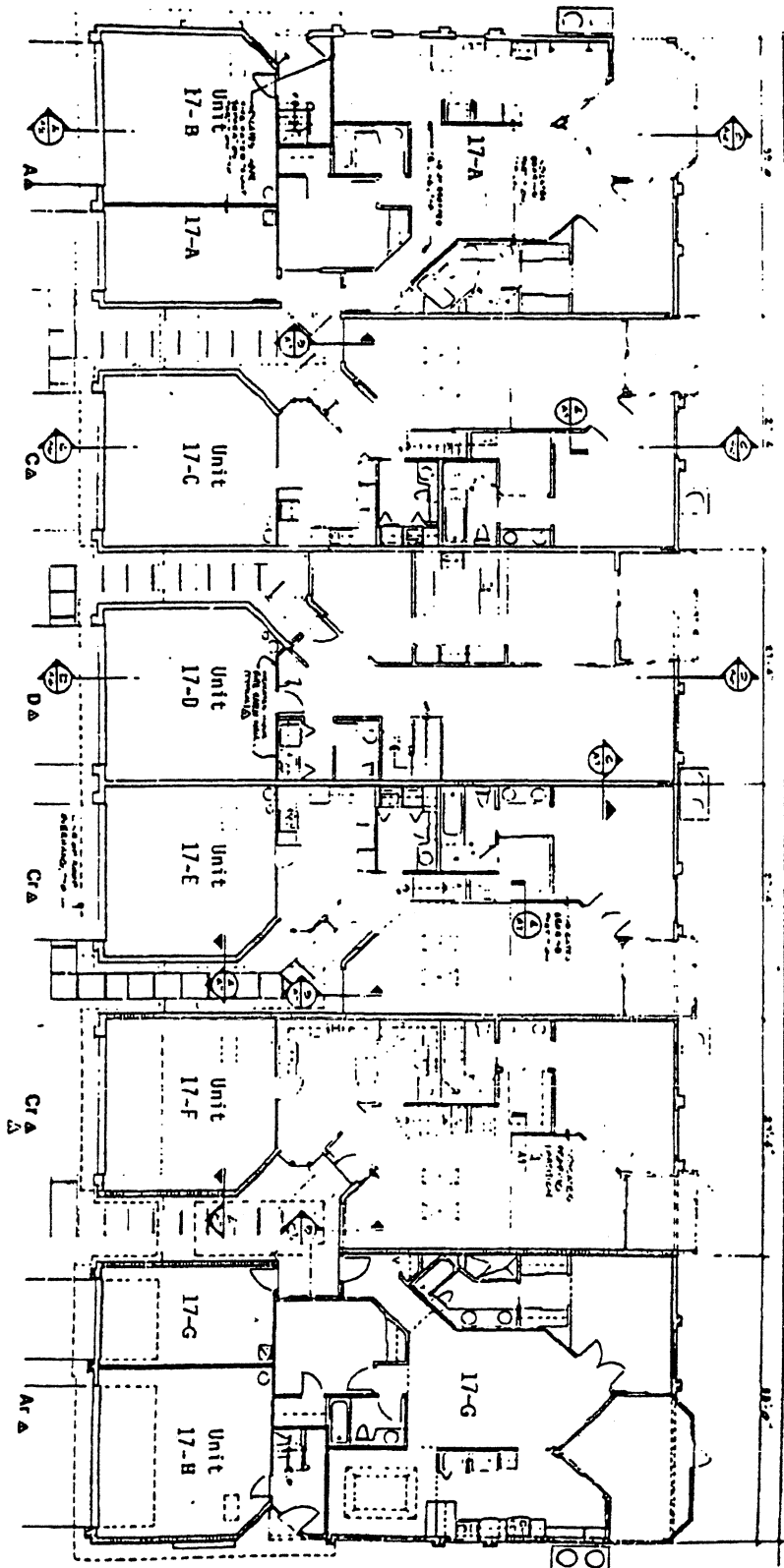
*Darby and Way, Inc.*  
PROFESSIONAL SURVEYING AND ENGINEERING

SCALE	REVISIONS	DATE	BY	CHECK	FIELD BOOK	PAGE	BY (S/N)	DATE
1" = 40'	REVISED MDD DMS (+ 2%)	3-9-88	B.F.	DMD	N/A		B.F.	5/5/88

1425 S. POMPANO PARKWAY POMPANO BEACH, FLORIDA 33069  
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ORB 5962 Pg 1579

ORB 5943 Pg 373



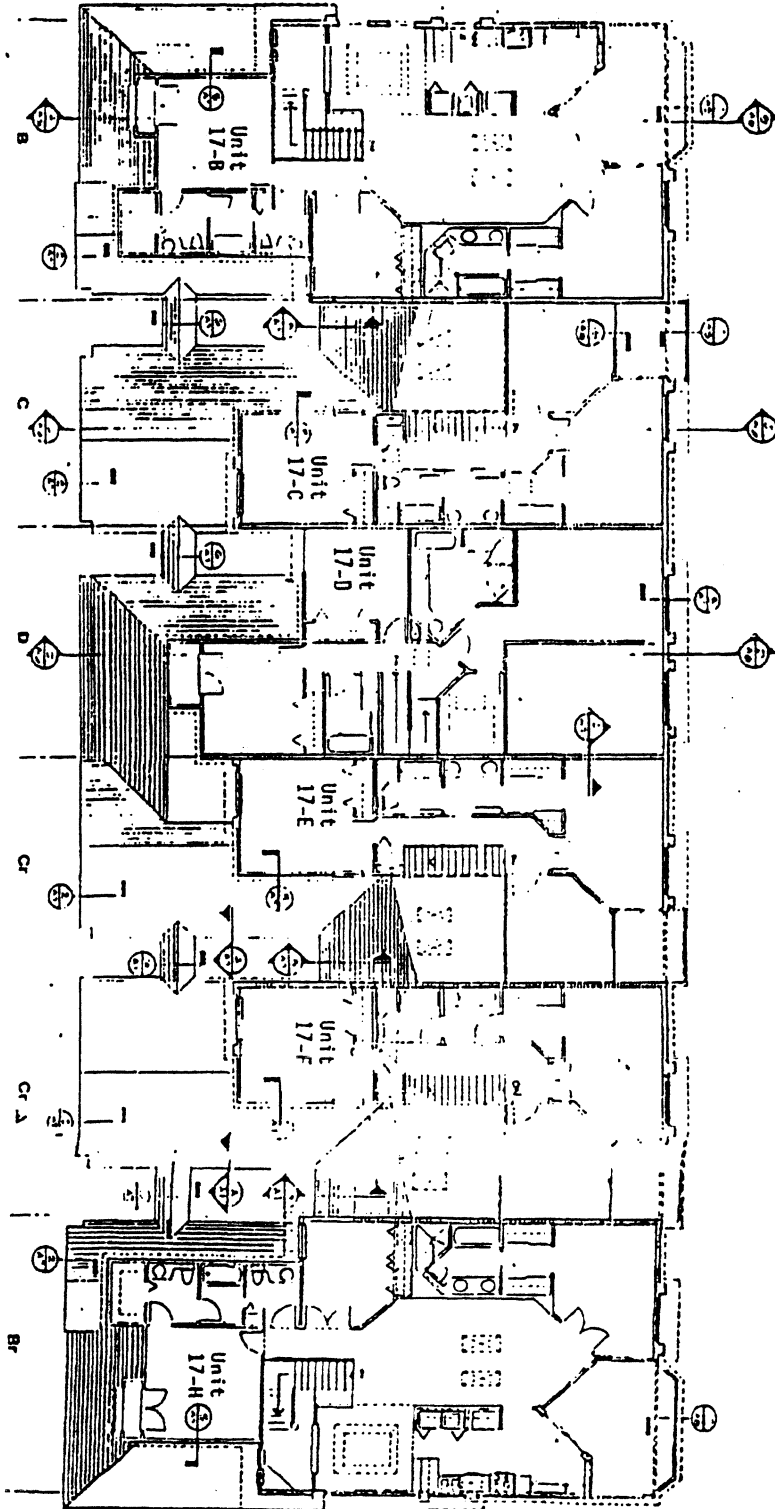
**ISLES OF**  
**B** **D** **C** **F**

**1st FLOOR**  
**BUILDING #17**

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

ORB 5943 Pg 374

URB 5962 Pg 1580



ISLES OF  
 B C D E F

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

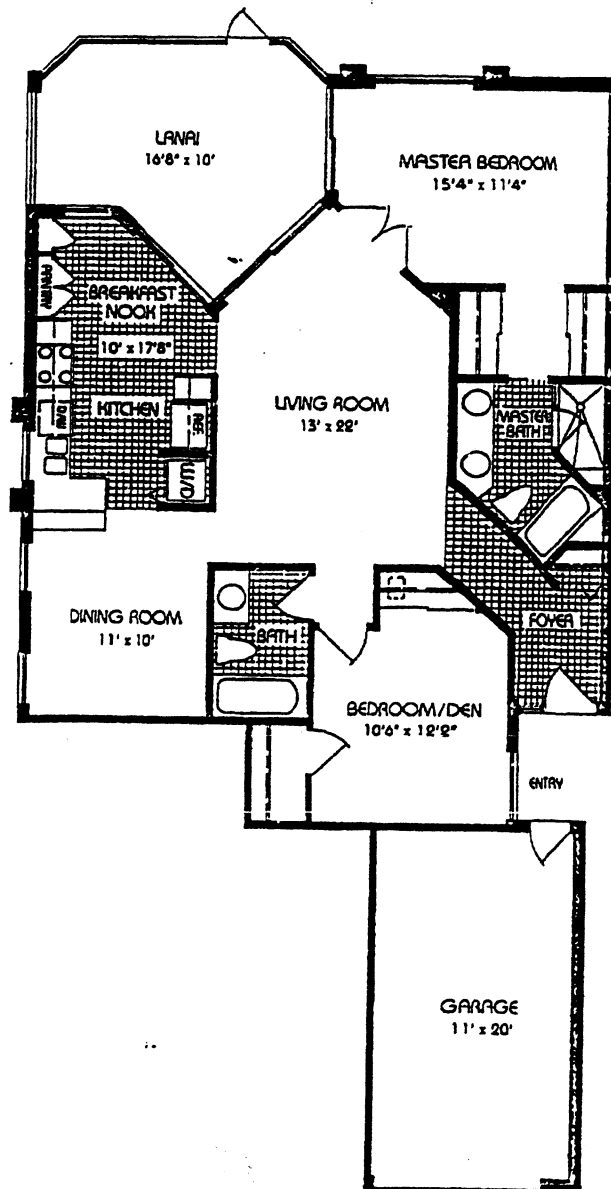
2nd FLOOR  
BUILDING #17

101

EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

ORB 5962 Pg 1581

ORB 5943 Pg 375



UNIT TYPE A

ORB 5962 Pg 1582

ORB 5943 Pg 376

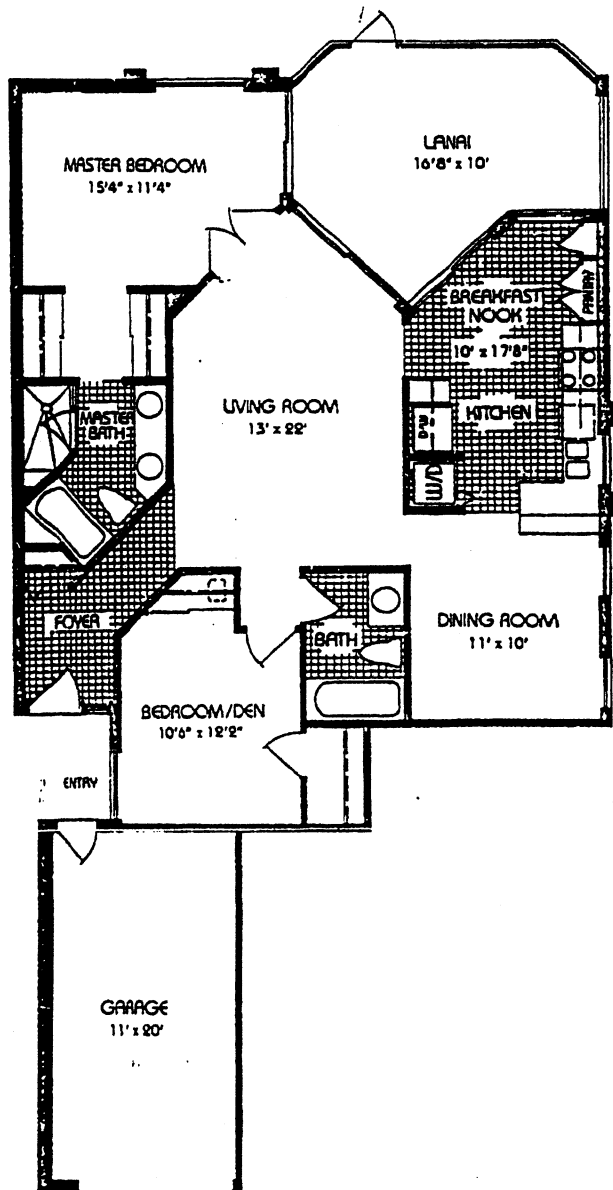
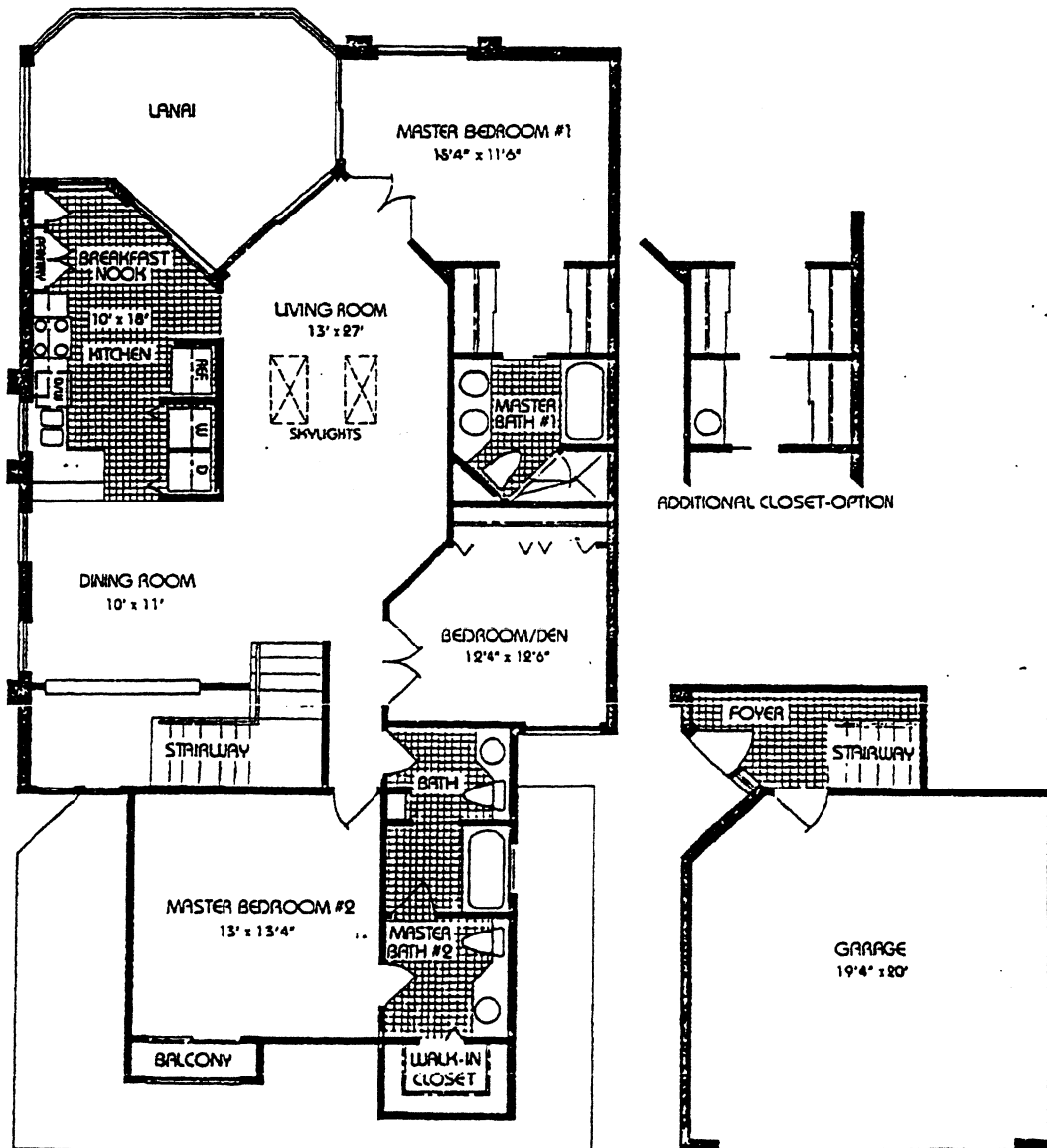


EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM,  
SECTION II

UNIT TYPE A  
REVERSE

ORB 5943 Pg 377

ORB 5962 Pg 1583



SECOND FLOOR

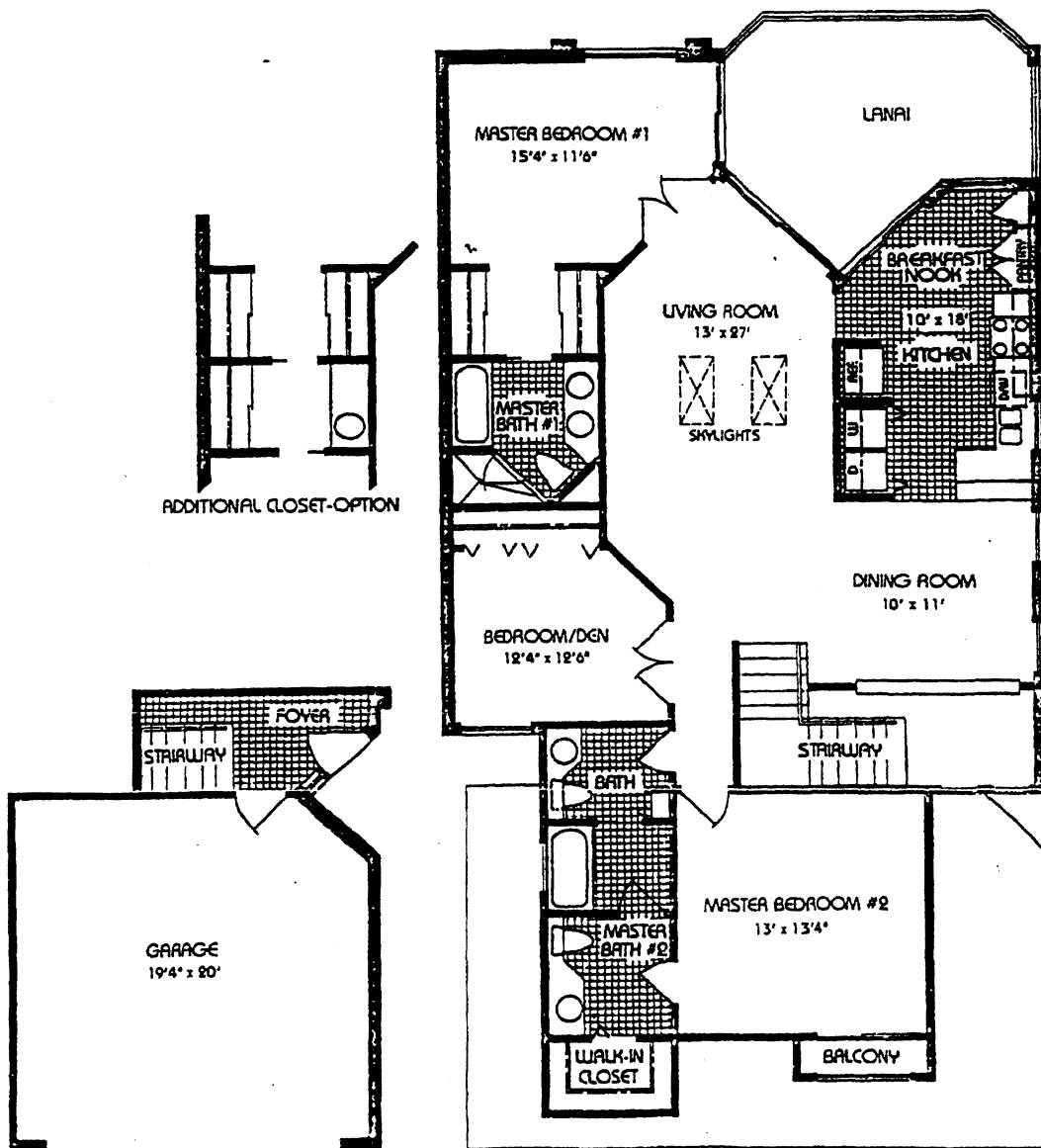
EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

P-153  
UNIT TYPE B



ORB 5962 Pg 1584

ORB 5943 Pg 378



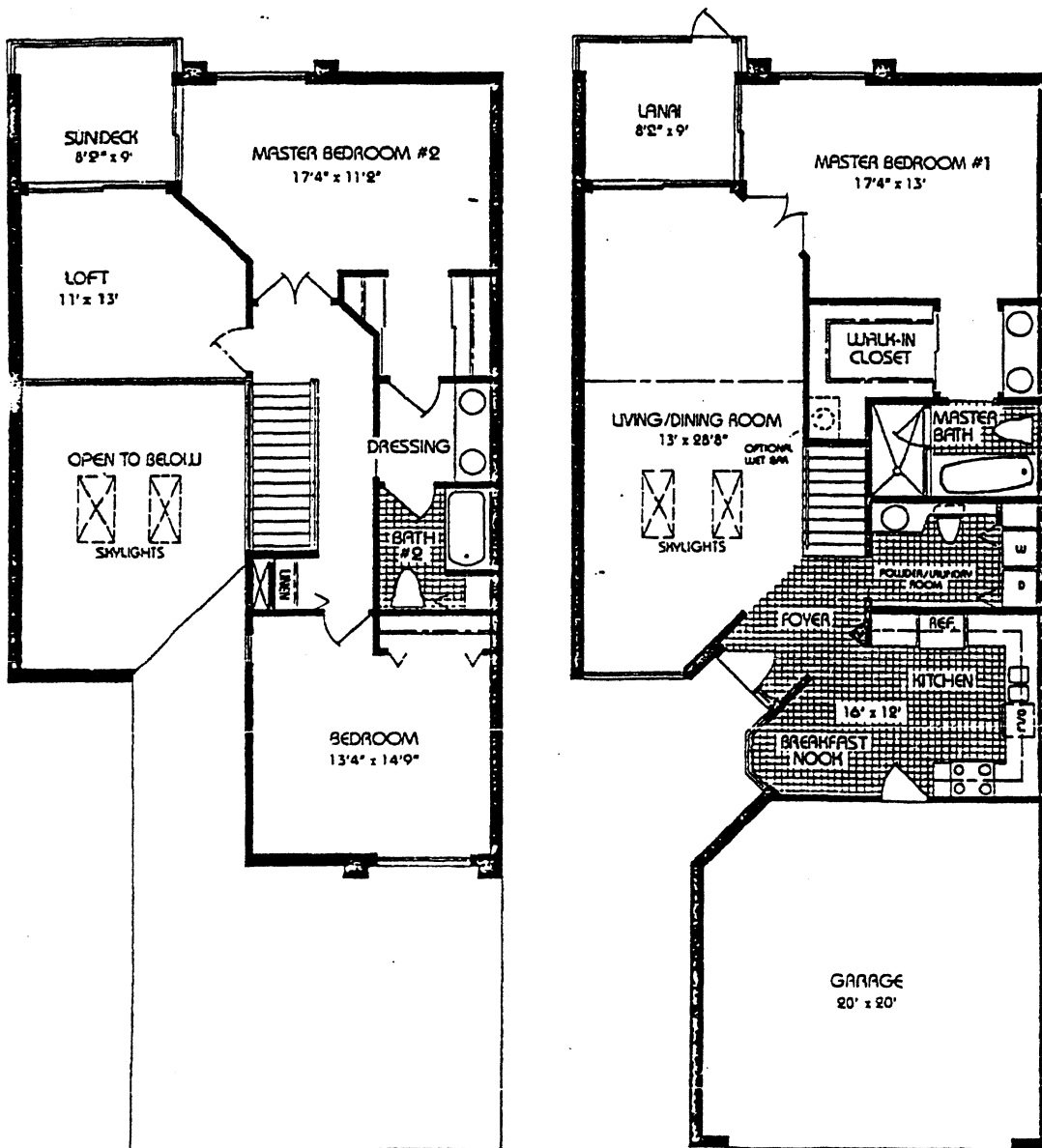
SECOND FLOOR

EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT TYPE B  
REVERSE

URB 5962 Pg 1585

ORB 5943 Pg 379



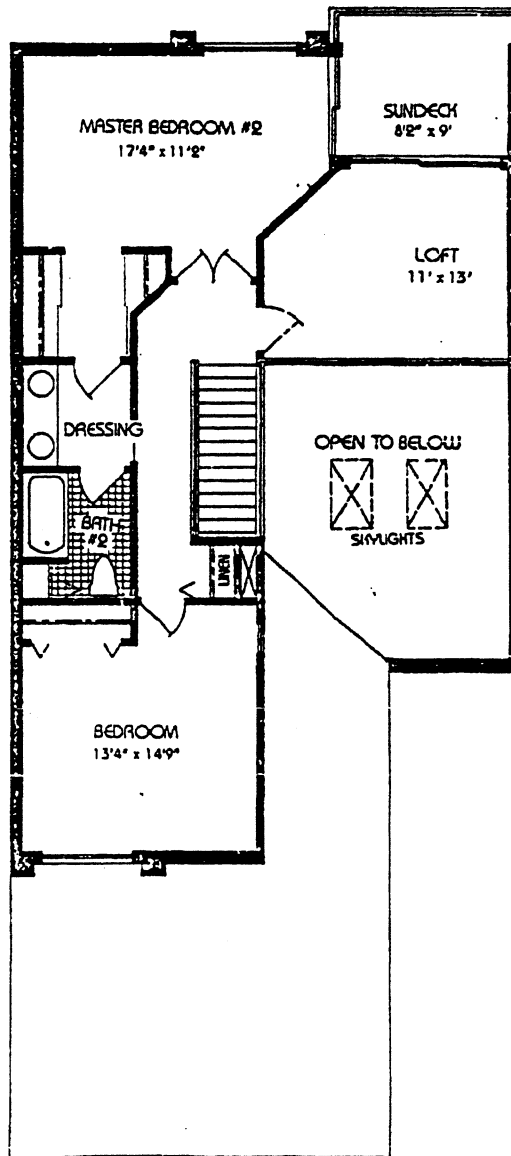
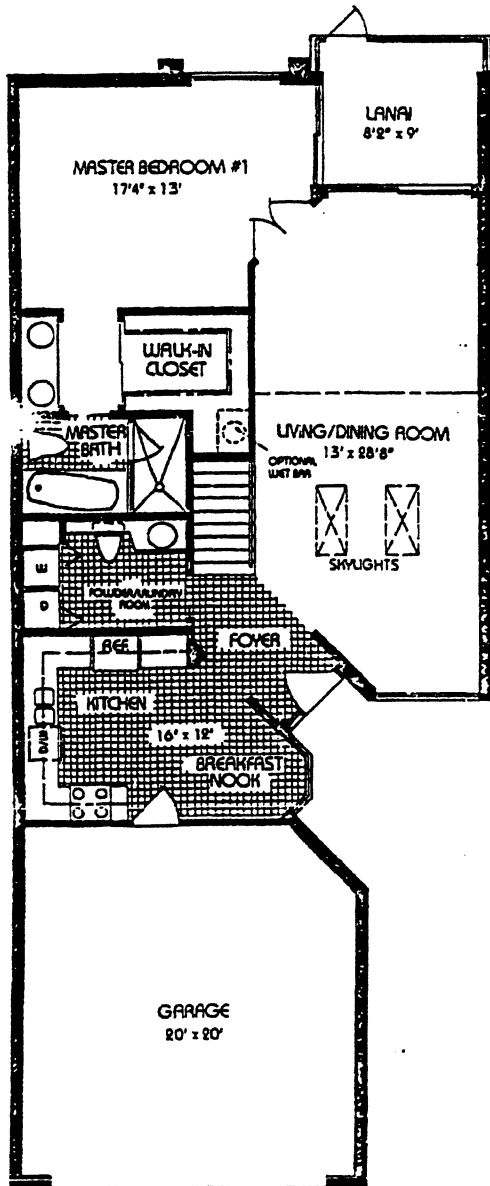
SECOND FLOOR

EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT TYPE C55

ORB 5962 Pg 1586

ORB 5943 Pg 380



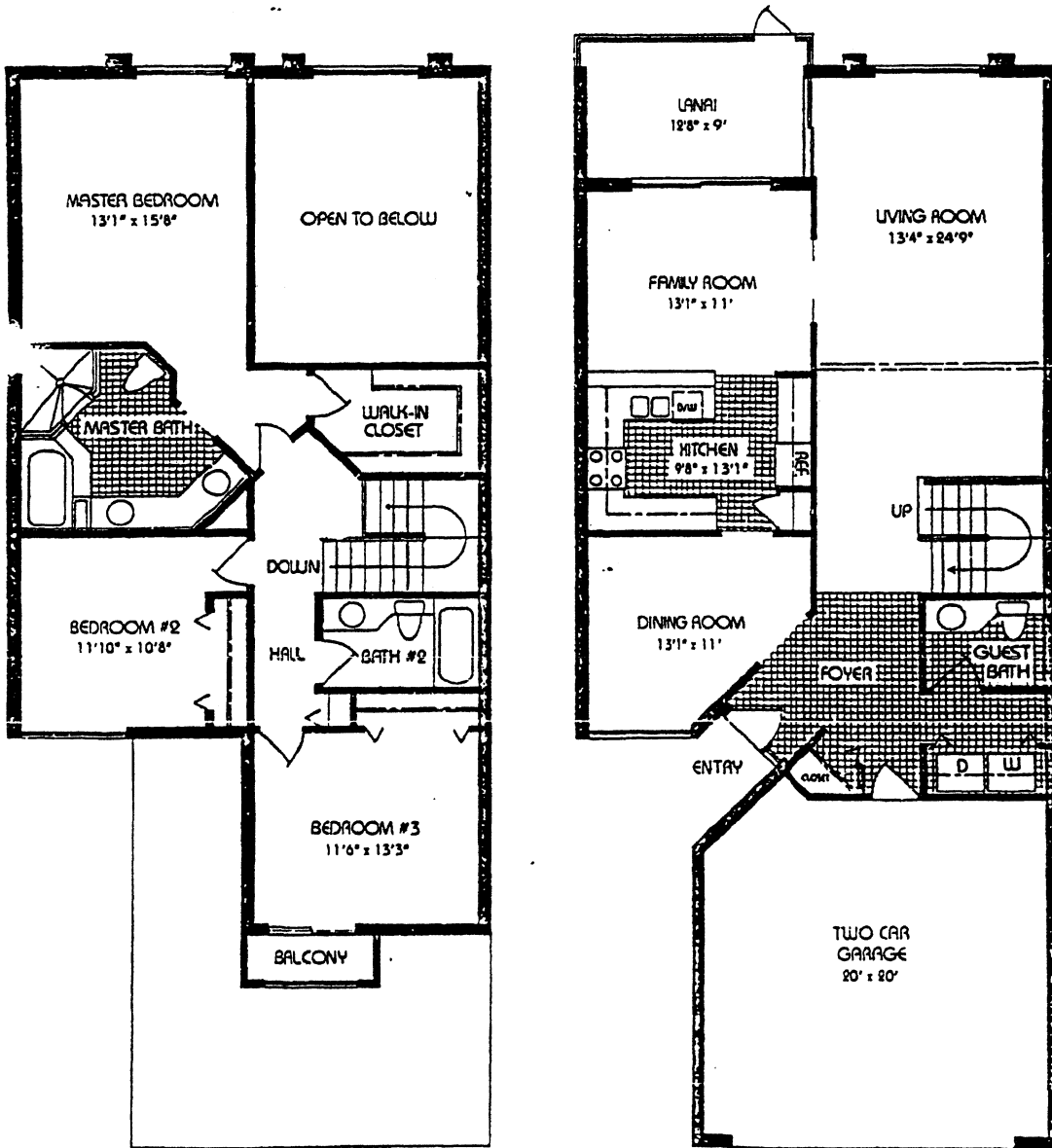
SECOND FLOOR

EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT TYPE C  
REVERSE

ORB 5962 Pg 1587

ORB 5943 Pg 381



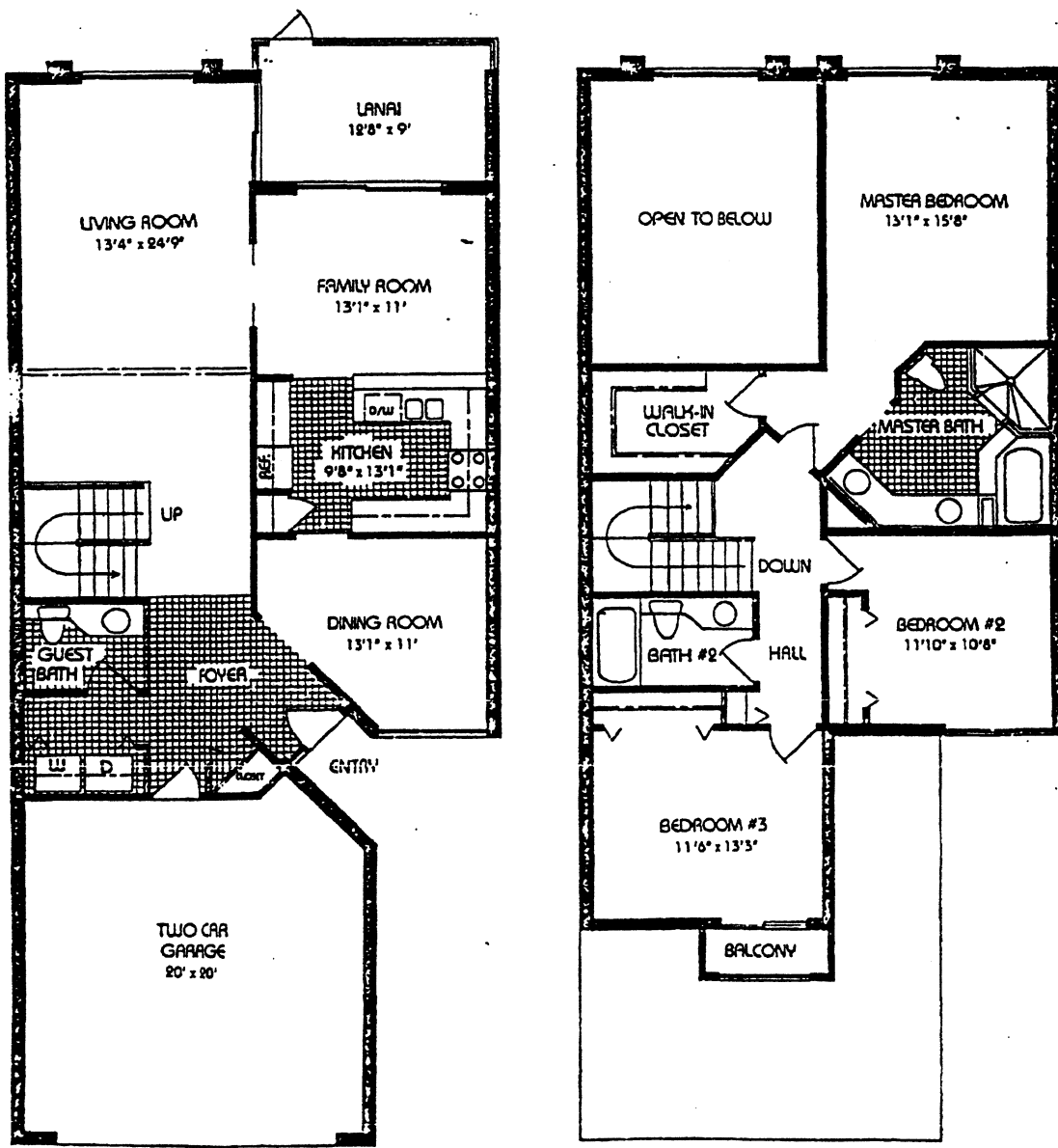
SECOND FLOOR

EXHIBIT "5" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT TYPE-D7

ORB 5962 Pg 1588

ORB 5943 Pg 382



SECOND FLOOR

EXHIBIT "3" TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

UNIT TYPE D  
REVERSE

URS 5962 Pg 1589

EXHIBIT "4" TO  
 FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
 OF ISLES OF BOCA CONDOMINIUM, SECTION II  
 to be known as,

EXHIBIT "C"  
 TO THE DECLARATION OF  
 ISLES OF BOCA CONDOMINIUM, SECTION II  
 PHASES I AND II

THE PERCENTAGE OWNERSHIP OF  
 THE UNDIVIDED SHARE ON THE  
 COMMON ELEMENTS APPURTENANT  
 TO EACH CONDOMINIUM UNIT AND  
 EACH CONDOMINIUM UNIT'S PER-  
 CENTAGE SHARE OF THE COMMON  
 SURPLUS AND EACH CONDOMINIUM  
 UNIT'S PERCENTAGE SHARE OF  
 THE COMMON EXPENSES OF THE  
 CONDOMINIUM.

BUILDING AND  
 UNIT NUMBER

UNIT TYPE

Building No. 12

12-A	A	1.5266
12-B	B	2.1069
12-C	C	2.5032
12-D	D	2.8294
12-E	C Reverse	2.5032
12-F	D Reverse	2.8294
12-G	D	2.8294

Building No. 13

Unit

13-A	A	1.5266
13-B	B	2.1069
13-C	C	2.5032
13-D	D	2.8294
13-E	C Reverse	2.5032
13-F	D Reverse	2.8294
13-G	A Reverse	1.5266
13-H	B Reverse	2.1069

Building No. 14

Unit

14-A	A	1.5266
14-B	B	2.1069
14-C	C	2.5032
14-D	C Reverse	2.5032
14-E	A Reverse	1.5266
14-F	B Reverse	2.1069

Building No. 15

15-A	A	1.5266
15-B	B	2.1069
15-C	C	2.5032
15-D	D	2.8294
15-E	C Reverse	2.5032
15-F	D	2.8294
15-G	D Reverse	2.8294

URB 5962 Pg 1590

THE PERCENTAGE OWNERSHIP OF  
THE UNDIVIDED SHARE ON THE  
COMMON ELEMENTS APPURTENANT  
TO EACH CONDOMINIUM UNIT AND  
EACH CONDOMINIUM UNIT'S PER-  
CENTAGE SHARE OF THE COMMON  
SURPLUS AND EACH CONDOMINIUM  
UNIT'S PERCENTAGE SHARE OF  
THE COMMON EXPENSES OF THE  
CONDOMINIUM.

BUILDING AND  
UNIT NUMBER

UNIT TYPE

Building No. 16

Unit

16-A	A	1.5266
16-B	B	2.1069
16-C	C	2.5032
16-D	D	2.8294
16-E	C Reverse	2.5032
16-F	D Reverse	2.8294
16-G	A Reverse	1.5266
16-H	B Reverse	2.1069

Building No. 17

Unit

17-A	A	1.5266
17-B	B	2.1069
17-C	C	2.5032
17-D	D	2.8294
17-E	C Reverse	2.5032
17-F	C Reverse	2.5032
17-G	A Reverse	1.5266
17-H	B Reverse	2.1069

APR-12-1989 02:46PM 89-102433

ORB 6029 Pg 887

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

ISLES OF BOCA CONDOMINIUM, SECTION II

Made this 14<sup>th</sup> day of March, 1989, by PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called the "Developer".

W I T N E S S E T H:

WHEREAS the Developer submitted to the condominium form of ownership and use a certain parcel of land located in Palm Beach County, Florida by the execution of the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II, which Declaration of Condominium was duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 5943, at Page 259 on the 20th day of January, 1989 and on February 9, 1989 the First Amendment to the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II was duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 5962, at Page 1560, which amendment added Phase II to the operation and effect of the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II; and

WHEREAS, the construction of Buildings 16 and 17, Phase II and the residential units therein have been substantially completed, the Developer in accordance with the provisions of Chapter 718, Florida Statutes, desires to record a survey certified by a Registered Land Surveyor of the State of Florida showing the construction of Buildings 16 and 17, Phase II, and the residential units therein as "substantially completed".

NOW THEREFORE, the Developer in compliance with the requirements of the Condominium Act of the State of Florida executes this Second Amendment to the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II to provide as follows:

A. Survey Recorded Showing Improvements Substantially Completed.

The Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II recorded in Official Records Book 5943, Pages 259 in the Public Records of Palm Beach County, Florida as amended by the First Amendment to the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II, recorded in Official Records Book 5962, at Page 1560 of the Public Records of Palm Beach County, Florida, is hereby further amended by substituting the graphic description of improvements for Buildings 16 and 17, Phase II, attached hereto as Exhibit "1" for the the graphic description of improvements for Buildings 16 and 17, Phase II, contained in Exhibit "B" of the amended Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II, in order to certify that Buildings 16 and 17, Phase II, and all planned improvements, including, but not limited to, landscaping, utility services and



ORB 6029 P 888

access to the units and common element facilities serving Buildings 16 and 17, Phase II are "substantially completed" in compliance with the requirements of Section 718.104(4)(e) Florida Statutes, (1987).

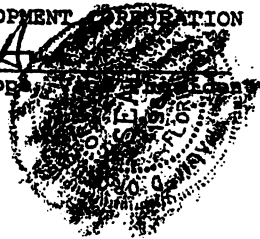
IN WITNESS WHEREOF, the Developer has caused the foregoing instrument to be executed and its corporate seal affixed on the date set forth above.

In the presence of:

David Domayto  
Jorge Balde

PALM D'ORO DEVELOPMENT CORPORATION

By: Clifford A. Hope  
Clifford A. Hope

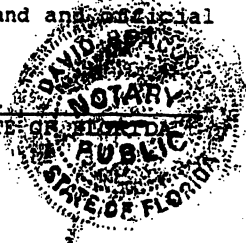


STATE OF FLORIDA )  
):SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Clifford A. Hope, as Vice President of Palm D'Oro Development Corporation, a Florida corporation, to me known to be the individual who executed the foregoing instrument on behalf of the said corporation and he acknowledged said execution.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 14th day of March, 1989.

David Pasoch  
NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JAN. 1, 1990  
BONDED THRU GENERAL INS. UND.

This Instrument Prepared By:

Glenn M. Lee, Esquire  
Stuzin and Camner, P.A.  
999 Brickell Avenue  
Fourth Floor  
Miami, Florida 33131

2-AMEND.CON

ORB 6029 Pg 889

Page 1 of 6  
EXHIBIT 1

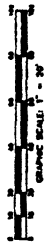
ISLES OF BOCA CONDOMINIUM SECTION II PHASE II - BUILDING 16 EXHIBIT "A", PAGE 1		60-202
<i>Duffy and Wynn, Inc.</i>		
DEED RECORDING OFFICE 1001 N. W. 10th Street MIAMI, FL 33136		

**EXHIBIT "A"**  
**RULES OF EACH CONDOMINIUM SECTION II**

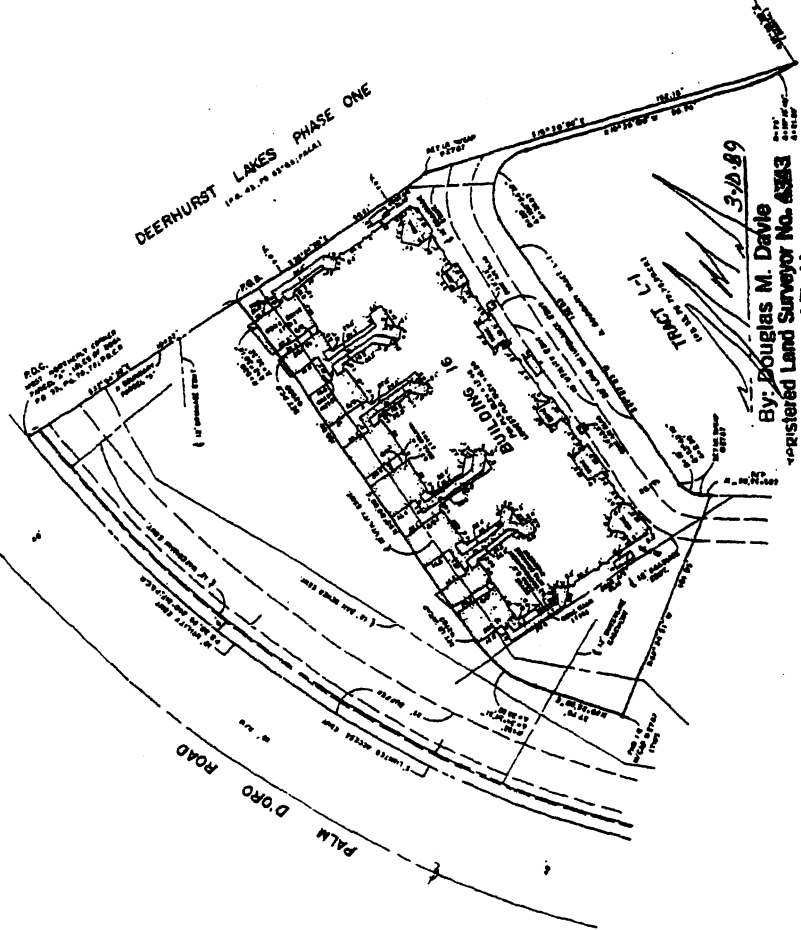
PROVISIONS: Paragraphs 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SHEET 1 OF 3

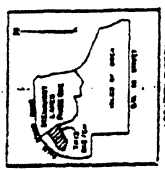
ISLES OF BOCA CONDOMINIUM SECTION II  
 BUILDING 16 - PHASE II



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



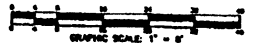
3-10-89  
 By: Douglas M. Davie  
 Registered Land Surveyor No. 43843  
 State of Florida



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

# ISLES OF BOCA CONDOMINIUM SECTION II BUILDING 16 - PHASE II

1 ST FLOOR



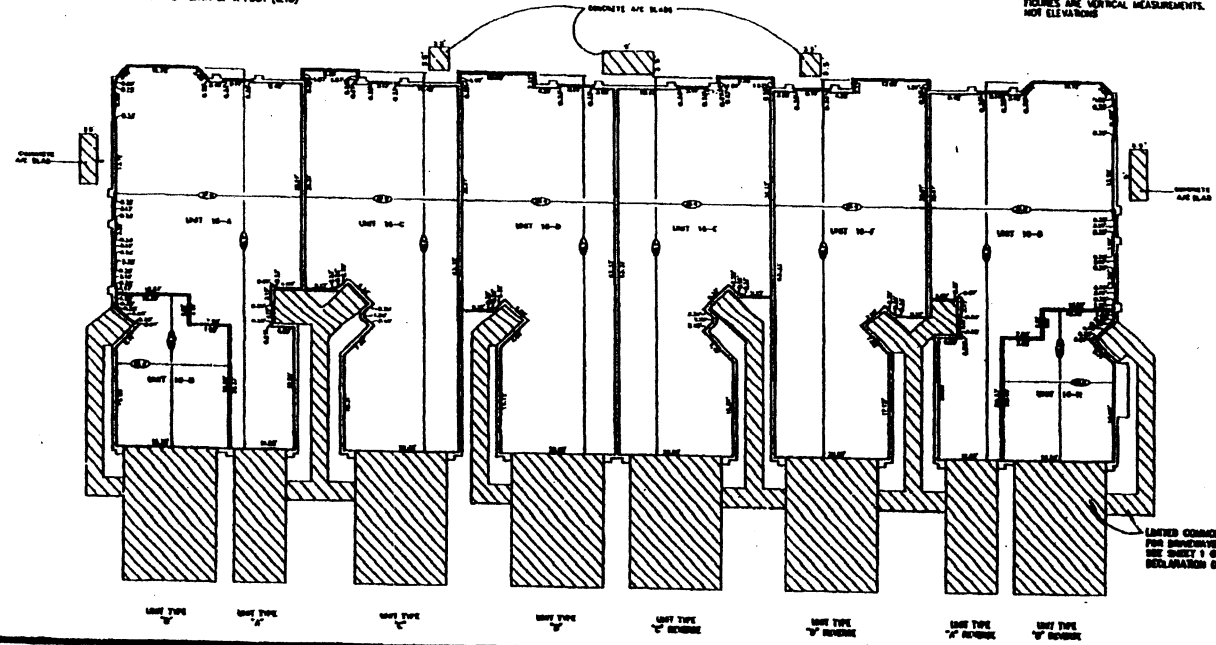
BUILDING FLOOR PLANS

**NOTES:**

L.C.E. = LIMITED COMMON ELEMENT AND IS DESIGNATED BY CROSS HATCHING  
 --- INDICATES PERIMETRICAL BOUNDARY OF UNIT  
 METERS AND MILEY PANELS ARE COMMON ELEMENTS  
 FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.  
 THESE DRAWINGS WERE PREPARED FROM SHEETS A/B-1, C-1, D-1.  
 ARCHITECTURAL/STRUCTURAL SERVICES FOR THE 2000 LATEST BANK  
 VARIANTS ARE AS SHOWN BY ACTUAL FIELD SURVEY DATA  
 PREPARED BY BERRY AND MAY, INC. DATE 12/28/00  
 (1) INDICATES 1/8" BUST PERIMETRICAL BOUNDARY DIMENSIONS  
 DOWN TO THE NEAREST ONE-EIGHTH OF A FOOT (0.125)

UNIT NO.	LOWEST CEILING HEIGHT	UPPERMOST CEILING HEIGHT
16-A	8'-0"	9'-0"
16-B	8'-0"	9'-0"
16-C	8'-0"	9'-0"
16-D	8'-0"	9'-0"
16-E	8'-0"	9'-0"
16-F	8'-0"	9'-0"
16-G	8'-0"	9'-0"

FLOOR ELEV. = 12.00 (H.C.V.B.)  
 DIMENSIONS ARE VERTICAL MEASUREMENTS,  
 NOT ELEVATIONS



LIMITED COMMON ELEMENTS  
 FOR BUILDINGS AND UNITS  
 SEE SHEET 1 OF 3 AND REFER TO  
 DECLARATION OF CONDOMINIUM

SHEET 2 OF 3

RECORDING MEMO: Legality  
 of Writing, Typing or Printing  
 considered in this document  
 when received.

<p><i>Darby and Wagon, Inc.</i>          Registered Professional Engineer          1001 N. UNIVERSITY AVENUE, SUITE 1000          BOCA RATON, FLORIDA 33433          TEL: (561) 995-1100 FAX: (561) 995-1101</p>	<p>ISLES OF BOCA CONDOMINIUM          SECTION II          PHASE II - BUILDING 16          EXHIBIT 1 - "B" - PAGE 2</p>
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EXHIBIT 1  
 Page 2 of 6

ORR 6029 P 890

ORB 6029 Pg 891

Page 3 of 6  
EXHIBIT 1

ISLES OF BOCA CONDOMINIUM SECTION II - BUILDING 16 PHASE II		<i>Dorby and Wiggins, Inc.</i> REGISTERED ARCHITECTS & ENGINEERS 100 S. PALM BEACH BLVD., SUITE 1000, PALM BEACH, FL 33480 TEL: (561) 833-1111 FAX: (561) 833-1112	80-202
EXHIBIT II - PAGE 3 (SEE EXHIBIT I FOR LIST OF UNITS)			

ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 16 - PHASE II

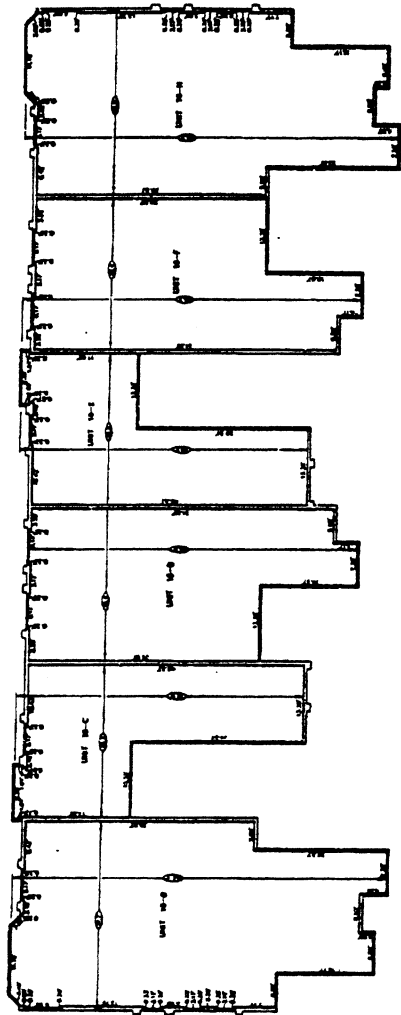


BUILDING FLOOR PLANS

**NOTES:**  
 L.C.E. - LIMITED COMMON ELEMENT AND IS DEMONSTRATED BY CROSS HATCHING  
 INDICATES PHYSICAL BOUNDARY OF UNIT  
 METERS AND UTILITY PANELS ARE COMMON ELEMENTS  
 OF ALL UNITS  
 FOR FURTHER INFORMATION, REFER TO THE DECLARATION  
 AND RECORDS AND RECORDS FROM BOOKS A-1, C-1, B-1  
 AND RECORDS FROM BOOKS A-1, C-1, B-1  
 (ALL UNITS AND COMMON ELEMENTS ARE TO BE LATEST DATE  
 APPROVED BY BOARD AND MET. SEC. 15/20/00)  
 (SEE) - BOCA'S 42-D(1) CONSTRUCTION REQUIREMENT ENCLOSED  
 SHOWS TO BE TRANSFER ONE-SIDE OF A TYPICAL UNIT

UNIT NO.	LOBBY	CORRIDOR	CLIMATE CONTROL	STAIRWAYS	COMMON ELEMENTS
16-1					
16-2					
16-3					
16-4					
16-5					
16-6					
16-7					
16-8					
16-9					
16-10					
16-11					
16-12					
16-13					
16-14					
16-15					
16-16					
16-17					
16-18					
16-19					
16-20					
16-21					
16-22					
16-23					
16-24					
16-25					
16-26					
16-27					
16-28					
16-29					
16-30					
16-31					
16-32					
16-33					
16-34					
16-35					
16-36					
16-37					
16-38					
16-39					
16-40					
16-41					
16-42					
16-43					
16-44					
16-45					
16-46					
16-47					
16-48					
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16-68					
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16-72					
16-73					
16-74					
16-75					
16-76					
16-77					
16-78					
16-79					
16-80					
16-81					
16-82					
16-83					
16-84					
16-85					
16-86					
16-87					
16-88					
16-89					
16-90					
16-91					
16-92					
16-93					
16-94					
16-95					
16-96					
16-97					
16-98					
16-99					
16-100					

FLOOR ELEV. - 2106 (SEALED)  
 DIMENSIONS ARE VERTICAL MEASUREMENTS,  
 NOT HORIZONTALS

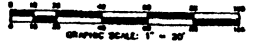


16-1 16-2 16-3 16-4 16-5 16-6 16-7 16-8 16-9 16-10 16-11 16-12 16-13 16-14 16-15 16-16 16-17 16-18 16-19 16-20 16-21 16-22 16-23 16-24 16-25 16-26 16-27 16-28 16-29 16-30 16-31 16-32 16-33 16-34 16-35 16-36 16-37 16-38 16-39 16-40 16-41 16-42 16-43 16-44 16-45 16-46 16-47 16-48 16-49 16-50 16-51 16-52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

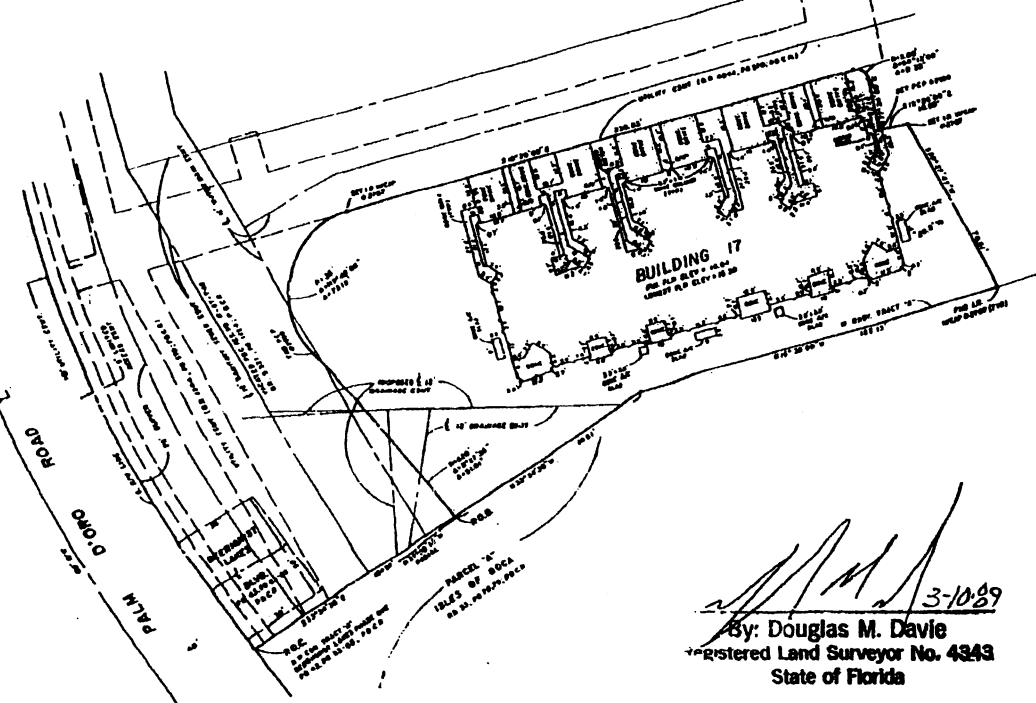
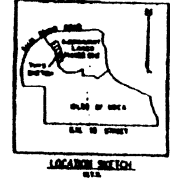
SHEET 3 OF 3

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

# ISLES OF BOCA CONDOMINIUM SECTION II BUILDING 17 - PHASE II



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**EXHIBIT 'A' - ISLES OF BOCA CONDOMINIUM SECTION II**

**JACOBSON, Douglas M., Surveyor**

A portion of EXHIBIT A, SUBDIVISION LAND PLANNING, submitted to the State Board of Planning and Zoning in accordance with the provisions of the Florida Statutes, Chapter 178, and the Florida Board of Planning and Zoning, is hereby approved as follows:

CONFORMANCE WITH THE PROVISIONS OF THE FLORIDA STATUTES, CHAPTER 178, AND THE FLORIDA BOARD OF PLANNING AND ZONING, IS HEREBY CERTIFIED. THE PLANNING AND ZONING DEPARTMENT HAS REVIEWED THE SUBDIVISION PLANNING AND ZONING APPLICATION AND HAS DETERMINED THAT THE PROPOSED IMPROVEMENTS ARE IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA STATUTES, CHAPTER 178, AND THE FLORIDA BOARD OF PLANNING AND ZONING.

This document is a true and correct copy of the original as submitted to the State Board of Planning and Zoning, and is hereby certified to be a true and correct copy of the original as submitted to the State Board of Planning and Zoning.

Dated this 28th day of December, 2000, at Boca Raton, Florida.

- 1. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 2. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 3. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 4. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 5. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 6. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 7. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 8. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 9. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.
- 10. The land shown on this plan is not intended to be used for any purpose other than that shown on this plan.

*Douglas M. Davie*  
 By: Douglas M. Davie  
 Registered Land Surveyor No. 4843  
 State of Florida

SHEET 1 OF 3

ISLES OF BOCA CONDOMINIUM SECTION II BUILDING 17 PHASE II PLANS 17S-1	1 3RD - 87 JTBKX II 11/11/00 III 11/11/00 IV 11/11/00
80-202	9 of 4 882 T. J. BINKS ORB 6029 Pg 892

RECORDERS NOTICE: Landing of Writing, Typing or Printing unnecessary in this document when received.

368 6209 893

Page 5 of 6  
EXHIBIT 1

ISLES OF BOCA CONDOMINIUM  
SECTION II  
PHASE II - BUILDING 17

*Dorby and Wynn, Inc.*

Engineering Services & Planning

1717 UNIVERSITY AVENUE, SUITE 200, BOCA RATON, FLORIDA 33433  
TEL: (561) 991-1100 FAX: (561) 991-1101

BO 202

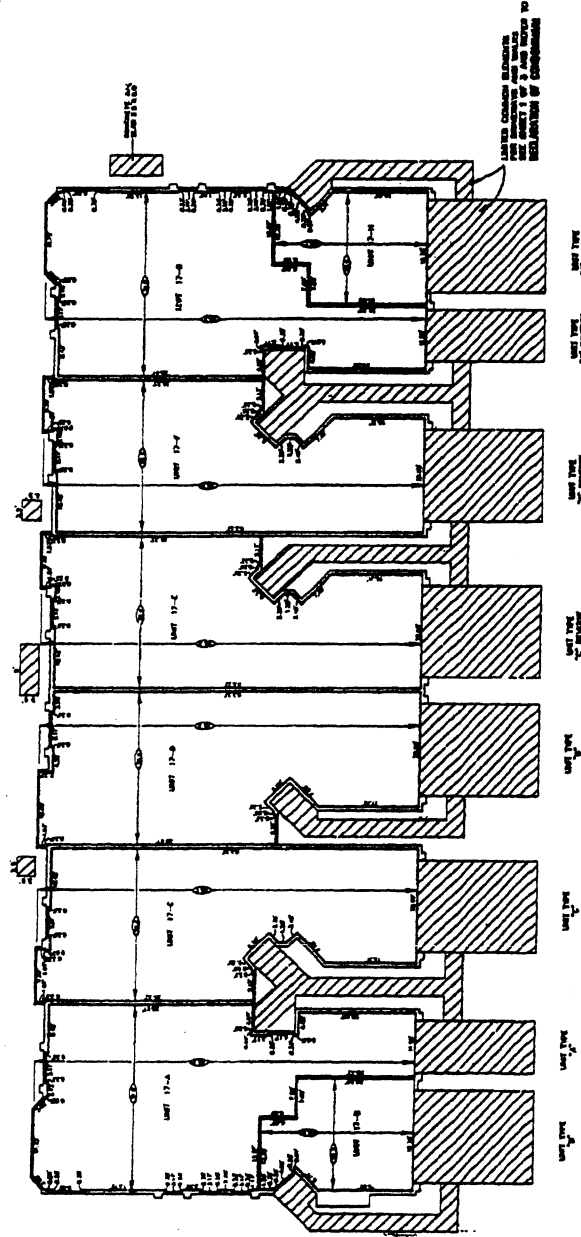
ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 17 - PHASE II



BUILDING FLOOR PLANS

NOTES:  
1. ALL DIMENSIONS SHOWN ARE AS INDICATED BY DIMENSION LINES UNLESS OTHERWISE NOTED.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

UNIT NO.	LOWEST CEILING HEIGHT	HIGHEST CEILING HEIGHT	LOWEST FLOOR FINISH	HIGHEST FLOOR FINISH
17-1	8'-0"	10'-0"	0'-0"	1'-0"
17-2	8'-0"	10'-0"	0'-0"	1'-0"
17-3	8'-0"	10'-0"	0'-0"	1'-0"
17-4	8'-0"	10'-0"	0'-0"	1'-0"
17-5	8'-0"	10'-0"	0'-0"	1'-0"
17-6	8'-0"	10'-0"	0'-0"	1'-0"
17-7	8'-0"	10'-0"	0'-0"	1'-0"
17-8	8'-0"	10'-0"	0'-0"	1'-0"
17-9	8'-0"	10'-0"	0'-0"	1'-0"
17-10	8'-0"	10'-0"	0'-0"	1'-0"



SHEET 2 OF 3

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

ORB 6029 Pg 894

Page 6 of 6  
EXHIBIT 1

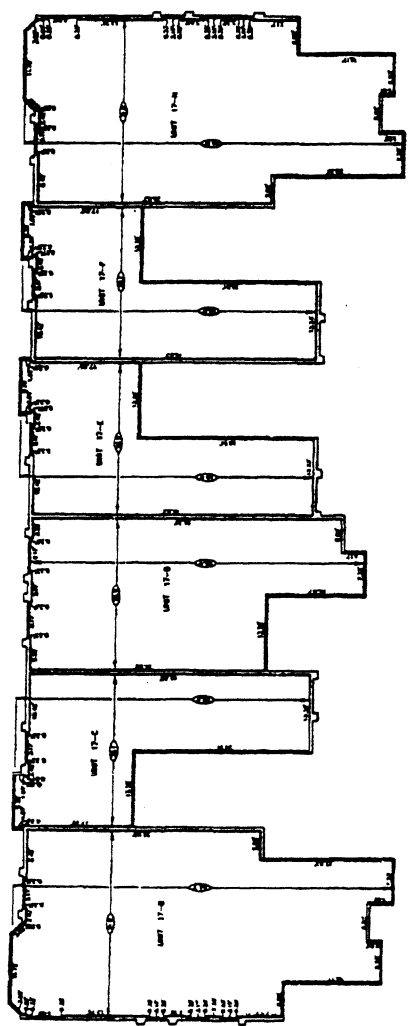
ISLES OF BOCA CONDOMINIUM SECTION II PHASE II - BUILDING 17 EXHIBIT "B" - PAGE 3		80 202 SHEET 3 OF 3
Darcy and Wynn, Inc. Registered Professional Engineers & Architects 1000 S. FEDERAL AVENUE, SUITE 1000, BOCA RATON, FLORIDA 33432 TEL: (561) 991-1100 FAX: (561) 991-1101		

ISLES OF BOCA CONDOMINIUM SECTION II  
 BUILDING 17 - PHASE II



UNIT NO.	CEILING HEIGHT	FLOOR HEIGHT
17-1	10'-0"	10'-0"
17-2	10'-0"	10'-0"
17-3	10'-0"	10'-0"
17-4	10'-0"	10'-0"
17-5	10'-0"	10'-0"
17-6	10'-0"	10'-0"
17-7	10'-0"	10'-0"
17-8	10'-0"	10'-0"
17-9	10'-0"	10'-0"
17-10	10'-0"	10'-0"
17-11	10'-0"	10'-0"
17-12	10'-0"	10'-0"
17-13	10'-0"	10'-0"
17-14	10'-0"	10'-0"
17-15	10'-0"	10'-0"
17-16	10'-0"	10'-0"
17-17	10'-0"	10'-0"
17-18	10'-0"	10'-0"
17-19	10'-0"	10'-0"
17-20	10'-0"	10'-0"
17-21	10'-0"	10'-0"
17-22	10'-0"	10'-0"
17-23	10'-0"	10'-0"
17-24	10'-0"	10'-0"
17-25	10'-0"	10'-0"
17-26	10'-0"	10'-0"
17-27	10'-0"	10'-0"
17-28	10'-0"	10'-0"
17-29	10'-0"	10'-0"
17-30	10'-0"	10'-0"
17-31	10'-0"	10'-0"
17-32	10'-0"	10'-0"
17-33	10'-0"	10'-0"
17-34	10'-0"	10'-0"
17-35	10'-0"	10'-0"
17-36	10'-0"	10'-0"
17-37	10'-0"	10'-0"
17-38	10'-0"	10'-0"
17-39	10'-0"	10'-0"
17-40	10'-0"	10'-0"
17-41	10'-0"	10'-0"
17-42	10'-0"	10'-0"
17-43	10'-0"	10'-0"
17-44	10'-0"	10'-0"
17-45	10'-0"	10'-0"
17-46	10'-0"	10'-0"
17-47	10'-0"	10'-0"
17-48	10'-0"	10'-0"
17-49	10'-0"	10'-0"
17-50	10'-0"	10'-0"
17-51	10'-0"	10'-0"
17-52	10'-0"	10'-0"
17-53	10'-0"	10'-0"
17-54	10'-0"	10'-0"
17-55	10'-0"	10'-0"
17-56	10'-0"	10'-0"
17-57	10'-0"	10'-0"
17-58	10'-0"	10'-0"
17-59	10'-0"	10'-0"
17-60	10'-0"	10'-0"
17-61	10'-0"	10'-0"
17-62	10'-0"	10'-0"
17-63	10'-0"	10'-0"
17-64	10'-0"	10'-0"
17-65	10'-0"	10'-0"
17-66	10'-0"	10'-0"
17-67	10'-0"	10'-0"
17-68	10'-0"	10'-0"
17-69	10'-0"	10'-0"
17-70	10'-0"	10'-0"
17-71	10'-0"	10'-0"
17-72	10'-0"	10'-0"
17-73	10'-0"	10'-0"
17-74	10'-0"	10'-0"
17-75	10'-0"	10'-0"
17-76	10'-0"	10'-0"
17-77	10'-0"	10'-0"
17-78	10'-0"	10'-0"
17-79	10'-0"	10'-0"
17-80	10'-0"	10'-0"
17-81	10'-0"	10'-0"
17-82	10'-0"	10'-0"
17-83	10'-0"	10'-0"
17-84	10'-0"	10'-0"
17-85	10'-0"	10'-0"
17-86	10'-0"	10'-0"
17-87	10'-0"	10'-0"
17-88	10'-0"	10'-0"
17-89	10'-0"	10'-0"
17-90	10'-0"	10'-0"
17-91	10'-0"	10'-0"
17-92	10'-0"	10'-0"
17-93	10'-0"	10'-0"
17-94	10'-0"	10'-0"
17-95	10'-0"	10'-0"
17-96	10'-0"	10'-0"
17-97	10'-0"	10'-0"
17-98	10'-0"	10'-0"
17-99	10'-0"	10'-0"
17-100	10'-0"	10'-0"

FLOOR ELEV. = 27.48 (N.C.V.A.)  
 DIMENSIONS ARE VERTICAL MEASUREMENTS.  
 NOT TO SCALE



NOTES:  
 L.C.E. - LINED COMMON ELEMENT AND IS BOUNDARY BY CROSS HATCHING  
 - INDICATES PHYSICAL BOUNDARY OF UNIT  
 - AREA AND UNIT NUMBER ARE COMMON ELEMENTS  
 - ALL DIMENSIONS ARE VERTICAL MEASUREMENTS, UNLESS OTHERWISE NOTED TO THE CONTRARY  
 - THIS DRAWING WAS PREPARED FROM PLANS BY S. J. L. & S. J. L. DATE 12/28/2000 AND IS SUBJECT TO ALL APPLICABLE CODES AND REGULATIONS.  
 - PREPARED BY DARCY AND WYNN, INC. UNDER 1/2" SCALE  
 - SHEET NO. 80 202 OF 3 SHEETS

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

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

MAY-16-1989 11:40am 89-131699

ORB 6066 P: 785

## THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

## ISLES OF BOCA CONDOMINIUM, SECTION II

Made this 9th day of May, 1989, by PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called the "Developer".

WITNESSETH:

WHEREAS the Developer submitted to the condominium form of ownership and use a certain parcel of land located in Palm Beach County, Florida by the execution of Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II, which Declaration of Condominium was duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 5943, at Page 259 on the 20th day of January, 1989 (the "Declaration"); and

WHEREAS the Developer in accordance with the provisions of this Declaration and Chapter 718, Florida Statutes desires to submit a certain parcel of land known as Phase III located in Palm Beach County, Florida to condominium ownership and use; and

WHEREAS, the construction of Buildings 18, 19 and 20, Phase III and the residential units therein have been substantially completed, the Developer in accordance with the provisions of Chapter 718, Florida Statutes, desires to record a survey certified by a Registered Land Surveyor of the State of Florida showing the construction of Buildings 18, 19 and 20, Phase III and the residential units therein as "substantially completed".

NOW THEREFORE, the Developer in compliance with the requirements of the Condominium Act of the State of Florida executes this Third Amendment to the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II to provide as follows:

A. Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

1. The Land. The lands, owned by the Developer, being situate in Palm Beach County, Florida, as more particularly set forth in Exhibit "1", attached hereto which lands are herein called "Phase III", or "the Additional Land". Exhibit "A" of the Declaration is hereby amended by adding thereto Exhibit "1" consisting of pages 1 through 3, inclusive attached hereto.

2. The Improvements. Three (3) two story multiunit structures containing a total of twenty-three (23) condominium units and all common elements appurtenant thereto.

B. Identification of Units. An identification by letter, name, or number, or a combination thereof, of each unit within Phase II, shall be as provided in Exhibit "2" attached hereto and shall amend Exhibit "B" of the Declaration. No unit in the condominium, including the units located upon the Additional Land, bears the same designation as any other unit.

C. Graphic Description of the Improvements. The attached Exhibit "2" is hereby recorded in the Public Records of Palm Beach County, Florida to show the Additional Land to be added and to show a graphic description of the improvements in which the units are located and the plot plan thereof that, together with the Declaration, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. Exhibit "B" of the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II recorded in Official Records Book 5943, Page 279 in the Public Records of Palm Beach County, Florida, is hereby amended by adding thereto Exhibit "2" consisting of pages 1 through 9, inclusive attached hereto.



ORB 6066 Pg 786

D. Survey Recorded Showing Improvements Substantially Completed. Additionally, the attached Exhibit "2" is hereby recorded in the Public Records of Palm Beach County, Florida to certify that Buildings 18, 19 and 20, Phase III and all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common element facilities serving Building 15 Phase II are "substantially completed" in compliance with the requirements of Section 718.104(4)(e) Florida Statutes, (1987).

E. Undivided Share of Common Elements. The undivided share in the common elements appurtenant to each unit in the condominium, stated as a percentage or fraction which, in the aggregate, equals the whole and have been determined in conformance with the manner of allocation set forth in the original Declaration of Condominium, is set forth on Exhibit "3" attached hereto.

F. Common Expense/Common Surplus. The proportion or percentage of, and the manner of sharing, common expenses and owning common surplus, shall be the same as the undivided share in the common elements, as provided by Exhibit "3" attached hereto. Exhibit "C" of the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION II recorded in Official Records Book 5943, page 259 in the Public Records of Palm Beach County, Florida, is hereby amended by deleting said Exhibit "C" and inserting Exhibit "3" attached hereto in its place as Exhibit "C" to the Declaration of Condominium of Isles of Boca Condominium, Section II.

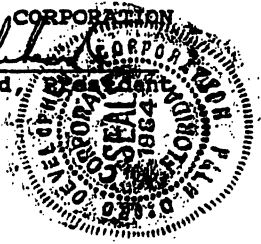
IN WITNESS WHEREOF, the Developer has caused the foregoing instrument to be executed and its corporate seal affixed on the date set forth above.

In the presence of:

*Margie D. Davis*  
*Paul M. Gerdomo*

PALM D'ORO DEVELOPMENT CORPORATION

By: *Richard M. Hawkshead*  
Richard M. Hawkshead, President



STATE OF FLORIDA )  
                          ):SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Richard M. Hawkshead as President of Palm D'Oro Development Corporation, a Florida corporation, to me known to be the individual who executed the foregoing instrument on behalf of the said corporation and he acknowledged said execution.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 9<sup>th</sup> day of May, 1990.

*Christine L. ...*  
NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires: ROTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. JAN. 9, 1990  
BONDED THRU GENERAL INS. UND.

This Instrument Prepared By:

Glenn M. Lee, Esquire  
Stuzin and Camner, P.A.  
999 Brickell Avenue  
Fourth Floor  
Miami, Florida 33131

3-AMEND.COM

UMB 6066 P# 787

EXHIBIT "1" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ISLES OF BOCA CONDOMINIUM, SECTION II

BUILDING 19, PHASE III

A portion of Tract A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat Book 43, Pages 63 through 65 inclusive of the Public Records of Palm Beach County, Florida described as follows:

Commencing at the Northwest corner of said TRACT A, said point of commencement being on the arc of a curve concave Southeasterly whose radius point bears South 37°11'46" East from the last described point; thence Northeasterly along the arc of said curve having a radius of 505.67 feet, a central angle of 24°21'46", and an arc length of 215.02 feet to the point of tangency; thence North 77°10'00" East, a distance of 151.06 feet, the last two courses being coincident with Northerly boundary of said TRACT A; thence South 12°26'00" East, a distance of 265.58 feet to the POINT OF BEGINNING; thence South 77°07'51" East a distance of 14.74 feet; thence North 75°10'55" East a distance of 48.84 feet; thence North 74°00'01" East a distance of 35.06 feet; thence South 83°26'01" East a distance of 12.30 feet; thence South 60°02'00" East a distance of 12.85 feet; thence South 17°08'57" East a distance of 50.17 feet; thence South 14°02'37" East a distance of 51.16 feet; thence South 06°53'17" East a distance of 66.67 feet; thence South 20°48'44" East a distance 18.31 feet to a point of intersection with a curve concave Northwesterly whose radius point bears North 64°50'51" West from the last described point; thence Southwesterly along the arc of said curve having a radius of 20.00 feet, a central angle of 43°24'13", and an arc length of 15.15 feet to the point of tangency; thence South 68°33'18" West a distance of 2.66 feet, thence North 81°32'55" West a distance of 21.18 feet; thence South 62°16'31" West a distance of 48.43 feet; thence South 63°59'28" West a distance of 39.27 feet; thence North 12°26'00" West a distance of 31.21 feet; thence North 77°34'00" East a distance of 12.50 feet; thence North 12°26'00" West a distance of 180.00 feet; thence South 77°34'00" West a distance of 12.50 feet; thence North 12°26'00" West a distance of 11.56 feet to the POINT OF BEGINNING.

ORB 6066 Pg 788

EXHIBIT "1" TO THIRD AMENDMENT OF DECLARATION OF CONDOMINIUM  
OF ISLES OF BOCA CONDOMINIUM, SECTION II

## BUILDING 18, PHASE III

A portion of Tract A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat book 43, Pages 63 through 65 inclusive of the Public Records of Palm Beach County, Florida described as follows:

Commencing at the Northwest corner of said TRACT A, said point of commencement being on the arc of a curve concave Southeasterly whose radius point bears South 37°11'46" East from the last described point; thence Northeasterly along the arc of said curve having a radius of 505.67 feet, a central angle of 24°21'46", and an arc length of 215.02 feet to the point of tangency; thence North 77°10'00" East, a distance of 94.65 feet, the last two courses being coincident with Northerly boundary of said TRACT A; thence South 12°50'00" East, a distance of 50.00 feet to the POINT OF BEGINNING; thence continue South 12°50'00" East, a distance of 20.00 feet; thence South 77°10'00" West, a distance of 3.00 feet; thence South 12°50'00" East, a distance of 65.50 feet; thence North 77°10'00" East, a distance of 41.33 feet; thence South 12°50'00" East, a distance of 15.17 feet; thence North 77°10'00" East, a distance of 24.00 feet; thence South 12°50'00" East, a distance of 11.25 feet; thence South 44°55'33" West, a distance of 28.50 feet; thence South 01°31'14" West, a distance of 45.38 feet; thence South 34°46'54" East, a distance of 41.74 feet; thence South 77°07'51" East, a distance of 13.30 feet; thence South 12°26'00" East, a distance of 11.56 feet; thence South 77°34'00" West a distance of 12.50 feet; thence South 12°26'00" East a distance of 14.69 feet to a point of curvature of a curve concave Northwesterly; thence Southerly and Southwesterly along the arc of said curve having a radius of 15.00 feet, a central angle of 87°16'14", and an arc length of 22.85 feet to a point of reverse curvature of a curve concave Southeasterly; thence Southwesterly and Southerly along the arc of said curve having a radius of 37.50 feet, a central angle 80°22'43" and an arc length of 52.61 feet to a point of reverse curvature of a curve concave Northwesterly; thence Southerly and Southwesterly along the arc of said curve having a radius of 25.00 feet, a central angle of 83°06'26" and an arc length of 36.26 feet to a point of tangency; thence South 77°34'00" West, a distance of 34.34 feet to a point of curvature of a curve concave Northeasterly; thence Westerly and Northwesterly along the arc of said curve having a radius of 25.00 feet, a central angle of 89°48'00" and an arc length of 37.44 feet to a point of tangency; thence North 16°38'00" West, a distance of 248.97 feet to a point of curvature of a curve concave Southeasterly; thence Northerly and Northeasterly along the arc of said curve having a radius of 35.00 feet, a central angle of 85°41'21" and an arc length of 52.34 feet to a point of compound curvature of a curve concave Southerly; thence Northeasterly along the arc of said curve having a radius of 218.19 feet, a central angle of 8°06'40" and an arc length of 30.89 feet to the point of tangency; thence North 77°10'00" East, a distance of 48.00 feet to the POINT OF BEGINNING.

URS 6066 P 789

EXHIBIT "1" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ISLES OF BOCA CONDOMINIUM, SECTION II

BUILDING 20, PHASE III

A portion of TRACT A, DEERHURST LAKES PHASE ONE, according to the plat thereof as recorded in Plat Book 43, Pages 63 through 65 inclusive of the Public Records of Palm Beach County, Florida, described as follows:

Commencing at the Northwest corner of said TRACT A; thence South 33°54'30" East along the Westerly boundary of said TRACT A, a distance of 203.56 feet; thence South 16°38'00" East along the Westerly boundary of said TRACT A, a distance of 162.15 feet to the POINT OF BEGINNING; thence North 59°27'47" East, a distance of 78.61 feet; thence South 12°26'00" East, a distance of 12.50 feet; thence North 77°34'00" East, a distance of 179.67 feet to a point of curvature of a curve concave Southerly; thence Easterly and Southeasterly along the arc of said curve having a radius of 5.00 feet, a central angle of 63°36'40" and an arc length of 5.55 feet to a point of compound curvature of a curve concave Southwesterly; thence Southerly along the arc of said curve having a radius of 15.00 feet, a central angle of 26°23'20", and an arc length of 6.91 feet to the point of tangency; thence South 12°26'00" East, a distance of 60.93 feet; thence North 77°34'00" East, a distance of 12.50 feet; thence South 12°26'00" East, a distance of 33.37 feet; thence South 68°33'18" West, a distance of 31.43 feet; thence South 77°34'00" West, a distance of 171.67 feet to a point of curvature of a curve concave Northerly; thence Southwesterly, Westerly and Northwesterly along the arc of said curve having a radius of 15.00 feet, a central angle of 56°15'49", and an arc length of 14.73 feet to the point of tangency; thence North 46°10'11" West, a distance of 89.75 feet to a point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve having a radius of 75.00 feet, a central angle of 13°16'31" and an arc length of 17.38 feet to the POINT OF BEGINNING.

ORB 6066 Pg 790

**ISLES OF BOCA CONDOMINIUM**  
**SECTION X**  
**PHASE II - BUILDING 18**  
**EXHIBIT "B" - PART I**

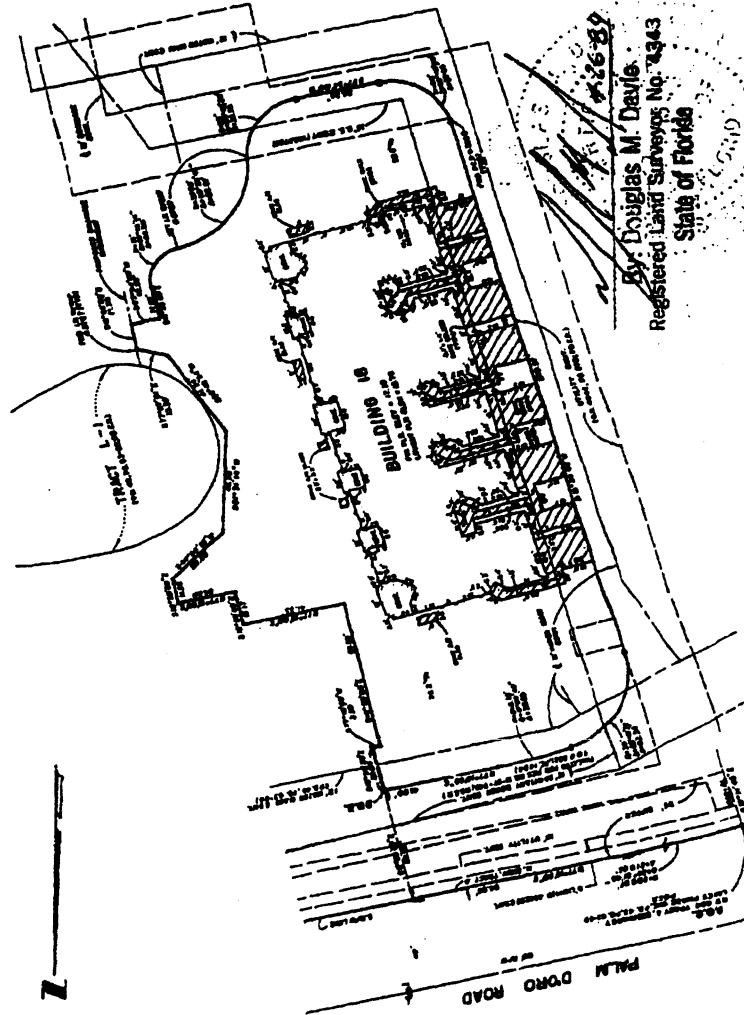
*Shady and Myr. Son*  
 Surveyors & Engineers  
 1500 N. W. 10th St., Suite 100  
 Ft. Lauderdale, Florida 33304

NO 202

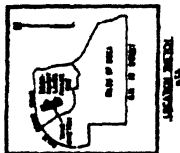
**ISLES OF BOCA CONDOMINIUM SECTION II**  
**BUILDING 18 - PHASE III**



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



By Douglas M. Davie  
 Registered Land Surveyor No. 2343  
 State of Florida



SHEET 1 OF 3

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

EXHIBIT "B" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

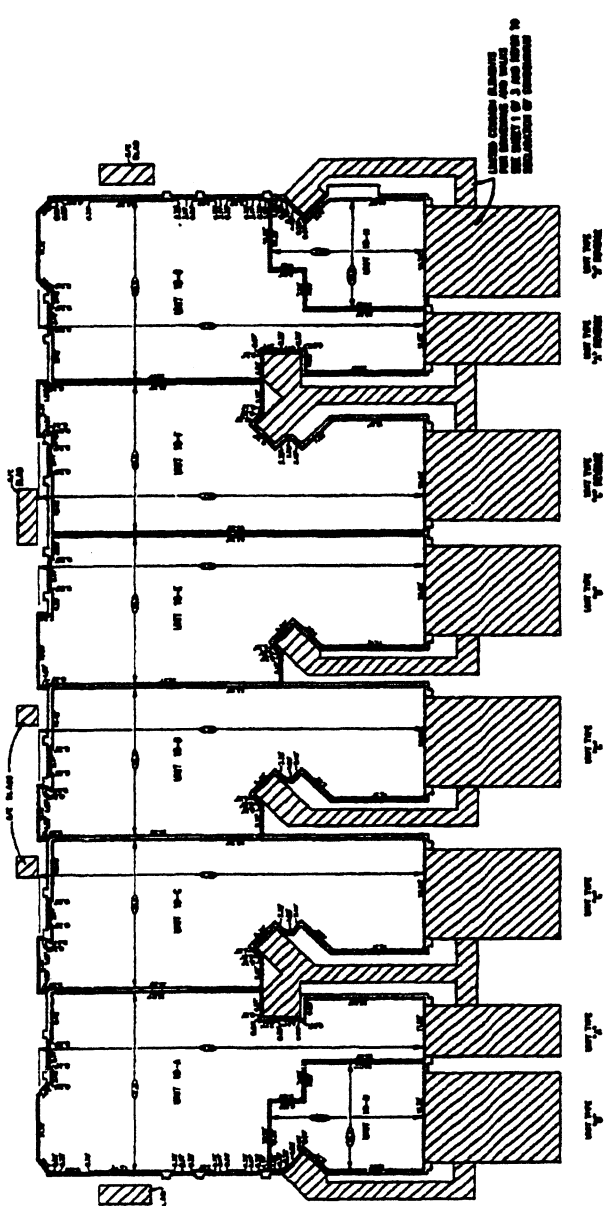
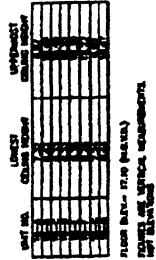
088 6066 Ps 794

ISLES OF BOCA CONDOMINIUM  
SECTION II  
PHASE III - BUILDING 18  
REVISED 11/11/00

# ISLES OF BOCA CONDOMINIUM SECTION II BUILDING 18 - PHASE III



**NOTES:**  
1. ALL DIMENSIONS SHOWN ARE TO FACE UNLESS OTHERWISE NOTED.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
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7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



SHEET 2 OF 3

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

EXHIBIT "2" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II



ORB 6066 Pg 793

ISLES OF BOCA CONDOMINIUM  
SECTION II  
PHASE III - BUILDING 19  
EXHIBIT "2" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

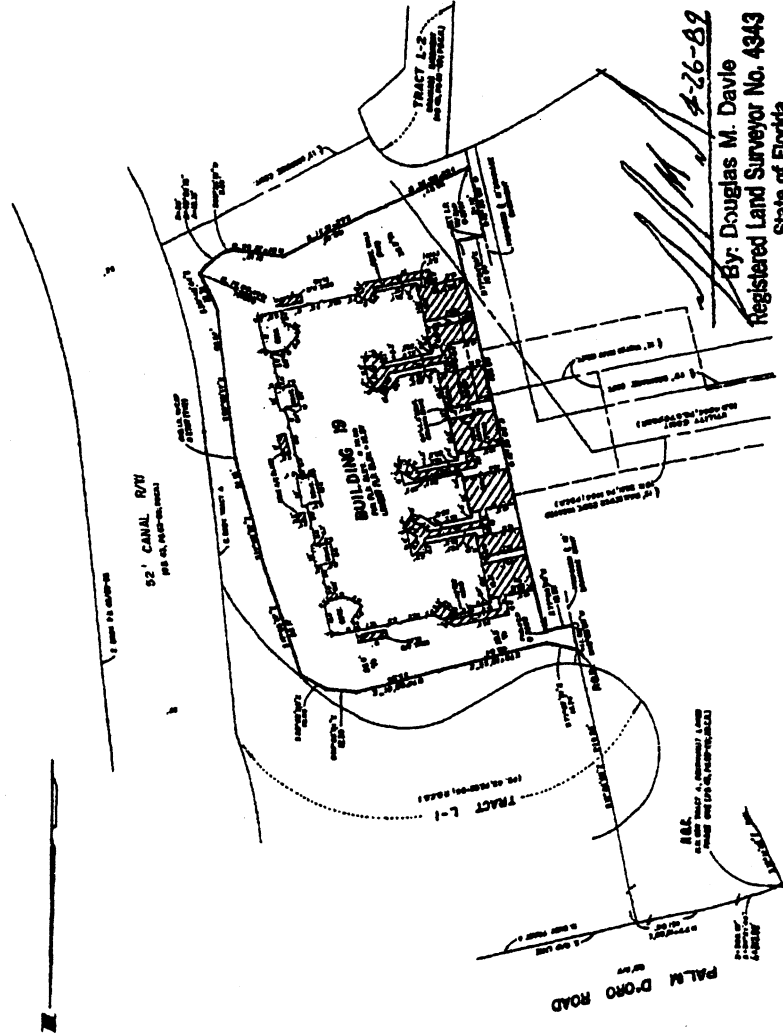
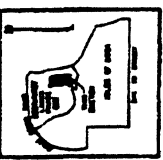
*Douglas M. Davle*  
REGISTERED LAND SURVEYOR

NO. 202

ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 19 - PHASE III



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



4-26-89  
By: Douglas M. Davle  
Registered Land Surveyor No. 4343  
State of Florida

DEED "1"  
DATE OF BOCA CONDOMINIUM SECTION II

PHASE III - BUILDING 19

SECTION II

ISLES OF BOCA CONDOMINIUM

NO. 202

SHEET 1 OF 3

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

EXHIBIT "2" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II





ORB 6066 P 796

ISLES OF BOCA CONDOMINIUM  
SECTION II  
BUILDING 20  
PHASE III - BUILDING 20  
CONDOMINIUM - PLAN I

SHEET 1 OF 3

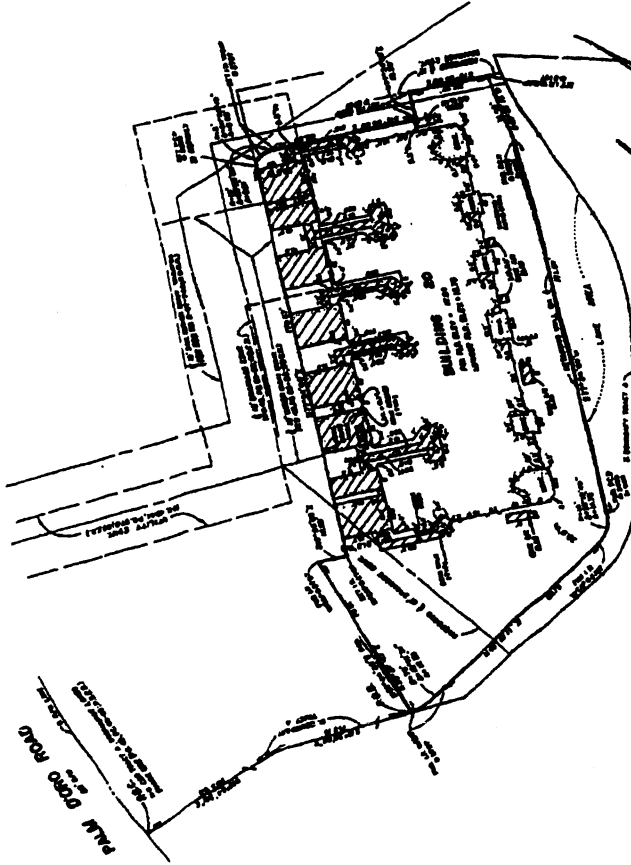
ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 20 - PHASE III



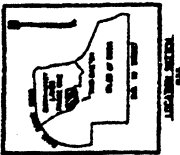
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECTION II, BUILDING 20, ISLES OF BOCA CONDOMINIUM, PHASE III - BUILDING 20, CONDOMINIUM - PLAN I. THIS PLAN SHOWS THE LAYOUT OF BUILDING 20, INCLUDING THE BUILDING FOOTPRINT, DRIVEWAYS, AND LANDSCAPING. THE BUILDING IS A RECTANGULAR STRUCTURE WITH A CENTRAL CORRIDOR AND SEVERAL APARTMENT UNITS. THE DRIVEWAYS ARE LOCATED ON THE WEST AND SOUTH SIDES OF THE BUILDING. THE LANDSCAPING INCLUDES TREES, SHRUBS, AND GRASS AREAS. THE PLAN IS TO BE USED IN CONNECTION WITH THE SURVEY AND GRAPHIC DESCRIPTION OF IMPROVEMENTS.

SECTION II, BUILDING 20, ISLES OF BOCA CONDOMINIUM, PHASE III - BUILDING 20, CONDOMINIUM - PLAN I. THIS PLAN SHOWS THE LAYOUT OF BUILDING 20, INCLUDING THE BUILDING FOOTPRINT, DRIVEWAYS, AND LANDSCAPING. THE BUILDING IS A RECTANGULAR STRUCTURE WITH A CENTRAL CORRIDOR AND SEVERAL APARTMENT UNITS. THE DRIVEWAYS ARE LOCATED ON THE WEST AND SOUTH SIDES OF THE BUILDING. THE LANDSCAPING INCLUDES TREES, SHRUBS, AND GRASS AREAS. THE PLAN IS TO BE USED IN CONNECTION WITH THE SURVEY AND GRAPHIC DESCRIPTION OF IMPROVEMENTS.



By: Douglas M. Davie  
Registered Land Surveyor No. 4343  
State of Florida



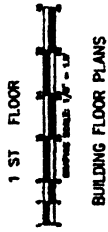
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT "2" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

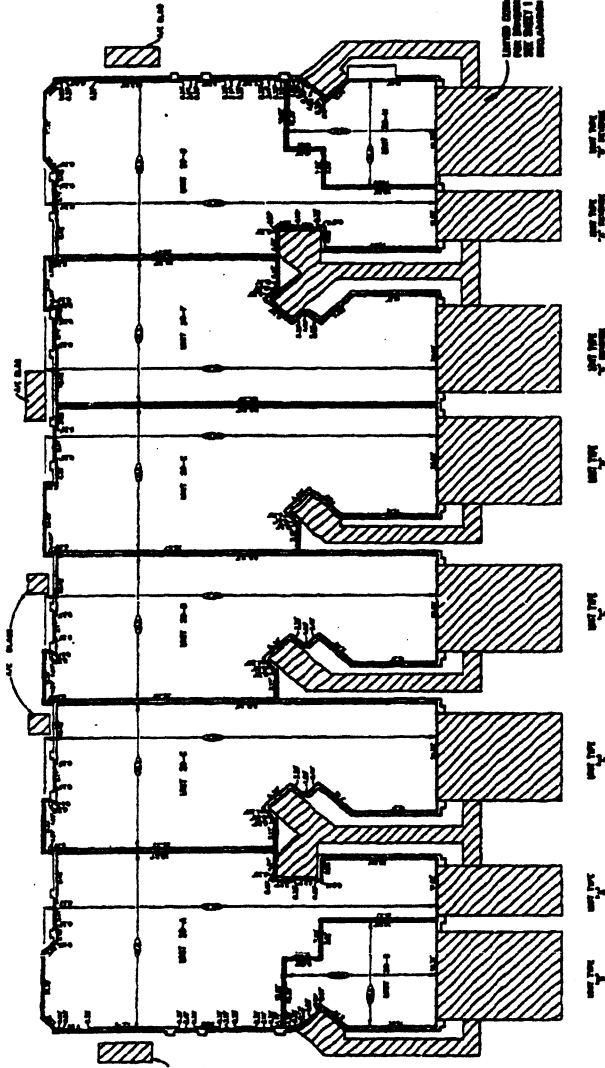
ORB 6086 Pg 747

ISLES OF BOCA CONDOMINIUM  
SECTION II  
PHASE III - BUILDING 20  
EXHIBIT "2" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

ISLES OF BOCA CONDOMINIUM SECTION II  
BUILDING 20 - PHASE III



NOTES:  
1. THIS FLOOR PLAN IS TO BE CONSIDERED AS A GENERAL GUIDE ONLY.  
2. THE EXACT DIMENSIONS AND LOCATIONS OF ALL WALLS, PARTITIONS AND FIXTURES SHALL BE AS SHOWN ON THE ARCHITECTURAL RECORD DRAWINGS.  
3. THE EXACT DIMENSIONS AND LOCATIONS OF ALL WALLS, PARTITIONS AND FIXTURES SHALL BE AS SHOWN ON THE ARCHITECTURAL RECORD DRAWINGS.  
4. THE EXACT DIMENSIONS AND LOCATIONS OF ALL WALLS, PARTITIONS AND FIXTURES SHALL BE AS SHOWN ON THE ARCHITECTURAL RECORD DRAWINGS.  
5. THE EXACT DIMENSIONS AND LOCATIONS OF ALL WALLS, PARTITIONS AND FIXTURES SHALL BE AS SHOWN ON THE ARCHITECTURAL RECORD DRAWINGS.



SHEET 2 OF 3

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

EXHIBIT "2" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

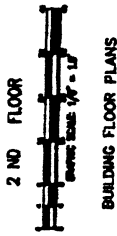
088 6046 Ps 798

PLANS OF BOCA CONDOMINIUM  
 SECTION II  
 PHASE II - BUILDING 20

*Handwritten signature: M. S. ...*

DATE: 12/28/2000  
 DRAWN BY: [Blank]  
 CHECKED BY: [Blank]

ISLES OF BOCA CONDOMINIUM SECTION II  
 BUILDING 20 - PHASE III

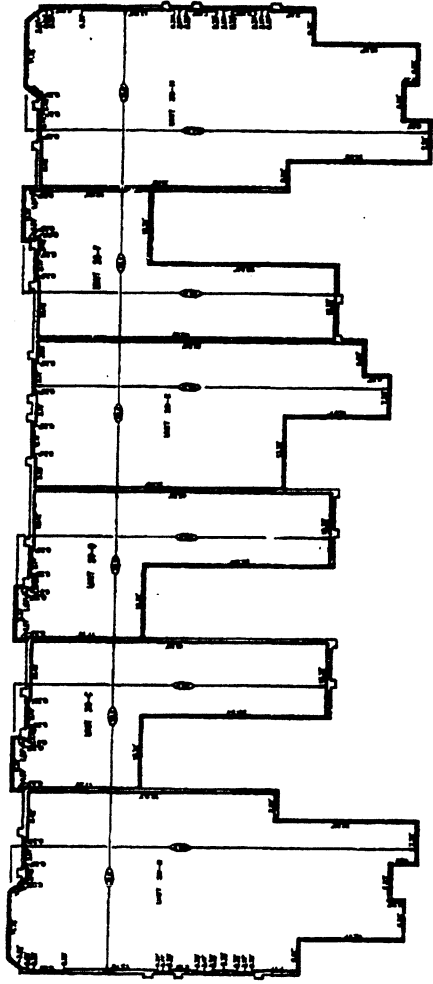


BUILDING FLOOR PLANS

UNIT NO.	COLONNAD	LOBBY	STAIR	ELEVATOR	MECHANICAL	STORAGE
101						
102						
103						
104						
105						
106						
107						
108						
109						
110						
111						
112						
113						
114						
115						
116						
117						
118						
119						
120						

PLANS SHOWN ARE SUBJECT TO THE  
 RECORDING OF THE DECLARATION OF  
 CONDOMINIUM.

NOTES:  
 1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
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 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



SHEET 3 OF 3

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

EXHIBIT "2" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

URS 6066 P# 799

EXHIBIT "3" TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF ISLES OF BOCA CONDOMINIUM, SECTION II

"EXHIBIT L"  
TO THE DECLARATION OF  
ISLES OF BOCA CONDOMINIUM, SECTION II  
PHASES I, II AND III

THE PERCENTAGE OWNERSHIP OF THE UNDIVIDED SHARE ON THE COMMON ELEMENTS APPURTENANT TO EACH CONDOMINIUM UNIT AND EACH CONDOMINIUM UNIT'S PERCENTAGE SHARE OF THE COMMON SURPLUS AND EACH CONDOMINIUM UNIT'S PERCENTAGE SHARE OF THE COMMON EXPENSES OF THE CONDOMINIUM.

<u>BUILDING AND UNIT NUMBER</u>	<u>UNIT TYPE</u>	
<u>Building No. 12</u>		
12-A	A	1.0158
12-B	B	1.4017
12-C	C	1.6652
12-D	D	1.8822
12-E	C Reverse	1.6652
12-F	D Reverse	1.8822
12-G	D	1.8822
<u>Building No. 13</u>		
13-A	A	1.0158
13-B	B	1.4017
13-C	C	1.6652
13-D	D	1.8822
13-E	C Reverse	1.6652
13-F	D Reverse	1.8822
13-G	A Reverse	1.0158
13-H	B Reverse	1.4017
<u>Building No. 14</u>		
14-A	A	1.0158
14-B	B	1.4017
14-C	C	1.6652
14-D	C Reverse	1.6652
14-E	A Reverse	1.0158
14-F	B Reverse	1.4017
<u>Building No. 15</u>		
15-A	A	1.0158
15-B	B	1.4017
15-C	C	1.6652
15-D	D	1.8822
15-E	C Reverse	1.6652
15-F	D	1.8822
15-G	D Reverse	1.8822
<u>Building No. 16</u>		
16-A	A	1.0158
16-B	B	1.4017
16-C	C	1.6652
16-D	D	1.8822
16-E	C Reverse	1.6652
16-F	D Reverse	1.8822
16-G	A Reverse	1.0158
16-H	B Reverse	1.4017

WE SUB IN SUU

THE PERCENTAGE OWNERSHIP OF THE UNDIVIDED SHARE ON THE COMMON ELEMENTS APPURTENANT TO EACH CONDOMINIUM UNIT AND EACH CONDOMINIUM UNIT'S PERCENTAGE SHARE OF THE COMMON SURPLUS AND EACH CONDOMINIUM UNIT'S PERCENTAGE SHARE OF THE COMMON EXPENSES OF THE CONDOMINIUM.

<u>BUILDING AND UNIT NUMBER</u>	<u>UNIT TYPE</u>	
<b>Building No. 17</b>		
17-A	A	1.0158
17-B	B	1.4017
17-C	C	1.6652
17-D	D	1.8822
17-E	C Reverse	1.6652
17-F	C Reverse	1.6652
17-G	A Reverse	1.0158
17-H	B Reverse	1.4017
<b>Building No. 18</b>		
18-A	A	1.0158
18-B	B	1.4017
18-C	C	1.6652
18-D	C	1.6652
18-E	D	1.8822
18-F	C	1.6652
18-G	A Reverse	1.0158
18-H	B Reverse	1.4017
<b>Building No. 19</b>		
19-A	A	1.0158
19-B	B	1.4017
19-C	C	1.6652
19-D	D	1.8822
19-E	C Reverse	1.6652
19-F	A Reverse	1.0158
19-G	B Reverse	1.4017
<b>Building No. 20</b>		
20-A	A	1.0158
20-B	B	1.4017
20-C	C	1.6652
20-D	C	1.6652
20-E	D	1.8822
20-F	C	1.6652
20-G	A Reverse	1.0158
20-H	B Reverse	1.4017

This instrument was prepared by:  
KAYE BENDER REMBAUM, P.L.  
Andrew B. Black, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

This is not a certified copy

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
FOR  
ISLES OF BOCA CONDOMINIUM, SECTION II**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Isles of Boca Condominium, Section II, as described in Official Records Book 5943 at Page 263 of the Public Records of Palm Beach County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of AUGUST, 2012, at \_\_\_\_\_, Palm Beach County, Florida.

By: Alan J. Mayer  
Print: ALAN J. MAYER  
Attest: Sharon Demire  
Print: SHARON DEMIRE

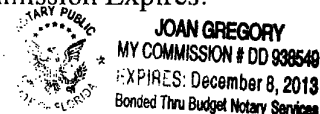
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27 day of Aug., 2012 by Alan Mayer as President and \_\_\_\_\_ as Secretary of Isles of Boca Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign Joan Gregory  
print JOAN GREGORY  
State of Florida at Large

My Commission Expires:



AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
FOR  
ISLES OF BOCA CONDOMINIUM, SECTION II

(additions indicated by underlining, deletions by "----",  
and unaffected language by ". . .")

16. Conveyances, Sales, Rentals, Leases and Transfers:

. . .

B. Rental or Lease: A Condominium Parcel shall not be leased or rented without the prior written approval of the Association, as provided for herein. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

(i) In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

(ii) ~~Independent of and in addition to the Association's right to pass on and approve or disapprove any such attempted lease on any Condominium Unit, is the right of the Association hereby given and granted of first refusal to lease any Condominium Unit offered for lease by any member of the Association. Accordingly, no Owner of a Condominium Unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said Condominium Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Condominium Unit may have received for the lease of his said Condominium Unit. If the Association is desirous of exercising its option to lease said Condominium Unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the Owner of said Condominium Unit desiring~~



~~to lease the same of the exercise by the Association of its election to so lease said Condominium Unit, such notice to be in writing, and sent by certified mail to said Owner within fifteen (15) days from receipt by the Association of the Owner's notice to said Association as hereinabove required. If the Association has elected to lease such Condominium Unit, then upon notifying the Owner of such Condominium Unit of its election to lease said Condominium Unit, the Association shall execute a lease and shall consummate said lease, all on the same terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the Owner, exercise its right of first refusal herein granted, the Owner may lease the Condominium Unit to the proposed lessee, provided that the Association has approved the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any Condominium Unit to be exercised in its name for itself or for a party approved by the Board of Directors.~~

(iii) Notice to Association-Lease. Any Owner intending to make a bona fide lease shall give notice to the Board of such intention, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may require, which may include a personal interview with the prospective lessee at the discretion of the Board. In addition, in amounts not to exceed the highest allowed under the law, as it may be amended from time to time, the Board may require the payment of a transfer fee, as well as a security deposit to protect against damages to the common elements or Association property. If the Board requires a transfer fee, a security deposit, and/or an interview, no application for lease shall be considered complete without the payment of the transfer fee, the security deposit, the interview, as well as the delivery of such other information that may be required by the Board. An Owner may only lease his or her Unit one (1) time in any twelve (12) month period, with such lease being required to have a term of one (1) year. The subleasing of Units is strictly prohibited. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to the leasing of Units.

(iv) Election of Association-Lease. Notwithstanding anything to the contrary contained herein, if the proposed transaction is a lease, then, within thirty (30) days after receipt of notice and other

supplemental information required by the Association, the Association must either approve or disapprove the proposed lease. The foregoing thirty (30) day time-period shall not commence until completed application materials are received by the Association. If the lease is disapproved, the lease shall not be made.

(v) Moratorium on Leasing. Upon the effective date of this amendment, no Unit shall be leased during the first twelve (12) months following the acquisition of title. In the event title to the Unit is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term. Upon the termination of that lease, the Unit shall not be leased for the next twelve (12) month period. This Section shall not apply to any Unit owned by the Association.

(vi) Maximum Number of Leased Units. Notwithstanding anything in this Declaration to the contrary, upon the effective date of this amendment, only a maximum total of twenty-two (22) Units may be approved by the Association to be leased at any time. The Association shall maintain a written registry of Owners desiring to lease. Names shall be added on a first-come, first-serve basis, and the Board, in its sole discretion, reserves the right to promulgate additional rules and regulations regarding the written registry, including, without limitation, requiring an Owner on the written registry to submit a copy of a proposed lease agreement within a designated time-frame and, if such Owner fails to timely submit a proposed lease agreement, the Board may allow another Owner on the written registry an opportunity to lease his or her Unit. If a proposed lease would result in the total number of Units leased exceeding the maximum permissible number of twenty-two (22) Units, the Association may disapprove the proposed lease without any further obligation to the Owner. If requested by the Owner, the Board of Directors, in its sole discretion, may provide for an exception and increase the total number of units to be approved to be leased, however, such exception will only be considered by the Board if the requesting Owner has been a record title holder of his or her Unit for five (5) or more years from the date his or her application for approval is submitted. This Section shall not apply to any Unit owned by the Association.

(vii) Renewal of Leases/Termination. The renewal of any lease of a Unit, including the renewal of leases in existence at

the time of the effective date of this amendment, shall be considered to be a new lease subject to the terms of this Article 16, Section B of the Declaration, and all other terms of the governing documents and the rules and regulations of the Association. Notwithstanding the above, the renewal of a previously approved lease shall not be subject to a transfer fee, nor shall it be considered a new lease for purposes of tallying the permissible maximum number of Units that may be leased at any time, unless such renewal includes any new occupants. Further, in the event an existing lease is terminated or expires, and the Owner desires to lease his or her Unit to any new occupants, such lease will be considered a new lease for the purposes of tallying the permissible maximum number of Units that may be leased at any time.

(viii) Guest Occupancy. Notwithstanding anything to the contrary contained herein or the rules and regulations of the Association, a Guest shall not be permitted to occupy a Unit longer than thirty (30) cumulative days in any twelve (12) month period. Any further occupancy shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy, as provided for herein.

For purposes of this section, "Guests" shall include any person present in any Unit or any portion of the Common Elements or Condominium Property, other than the owner, the members of the owner's immediate family permanently residing with him/her in the Unit, and any tenant(s) under an approved lease. For the purposes of this section, "immediate family" is defined as the parents, children, brother, sister, grandparents, and/or grandchildren of the owner(s), and the respective spouses of the foregoing persons.

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