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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
ISLES OF BOCA

This Declaration of Protective Covenants and Restrictions for Isles of Boca (herein referred to as the "Declaration") is made this 30 day of May, 1986 by PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation and CITIZENS FINANCIAL SERVICES, INC., a Florida corporation, (collectively the "Developer").

WHEREAS, the Developer is the owner in fee simple of the real property described on Exhibit "A", attached hereto and made a part hereof (the "Property"), and intends to develop it as the planned community to be known as ISLES OF BOCA (and herein referred to as "Isles of Boca"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of Isles of Boca as are hereby or as may be hereunder established; and

WHEREAS, Developer has caused Isles of Boca Homeowners Association; Inc., a Florida corporation not-for-profit (the "Homeowners Association") to be formed, which Homeowners Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Property; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Operating Expenses" (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

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ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "Isles of Boca" means the community planned for development upon the Property.
2. "Plat" means the instrument entitled DEERHURST LAKES PHASE ONE, as recorded in Plat Book 43, Pages 62 through 65 of the Public Records of Palm Beach County, Florida (the "County") or any other Plat affecting a portion of the Property subsequently recorded in the Public Records of Palm Beach County.
3. "Lot" means a portion of the Property upon which a "Dwelling Unit" (as hereinafter defined) is permitted to be erected and is part of the "Residential Property" (hereinafter defined) located within the Property.

This instrument was Prepared By, and Return to:

Glenn M. Lee, Esquire ✓
Stuzin and Camner,
Professional Association
999 Brickell Avenue, Suite 400
Miami, FL 33131

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4. "Undeveloped Lot" means a Lot for which no " Dwelling Unit" was ever issued a final certificate of occupancy by the appropriate governmental authority.

5. " Dwelling Unit" means any residential dwelling unit intended as an abode for one (1) family, constructed in Isles of Boca including, without limitation, a detached single-family residential dwelling, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type condominium unit contained in any multi-unit, single or multistory, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

6. " Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit and includes the Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

7. " Lot Owner" means the owner or owners of the fee simple title to a Lot and includes the Developer for so long as it is the owner of the fee simple title to a Lot.

8. " Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

9. " Residential Property" means all portions of the Property designated as such in this Declaration upon which Dwelling Units may be constructed.

10. " Recreation Areas" means collectively those portions of the Property designated as Recreation Area(s) in this Declaration or the Plat.

11. " Homeowners Association Property" means collectively all of the Property less the Lots plus such other real property dedicated to the Homeowners Association or conveyed to the Homeowners Association.

12. " Developer" means Palm D'Or Development Corporation, a Florida corporation, and Citizens Financial Services, Inc., a Florida corporation, their successors and assigns.

13. " Homeowners Association" means Isles of Boca Homeowners Association, Inc., a Florida corporation not-for-profit.

14. " Condominium Association" means a Florida corporation (a) responsible for operating one or more condominiums which may be created in Isles of Boca, or (b) responsible for certain duties relating to a particular portion of Isles of Boca as may be referred to in this Declaration.

15. " Articles" means the Articles of Incorporation of the Homeowners Association, a copy of which is attached hereto as Exhibit "B".

16. " By-Laws" means the By-Laws of the Homeowners Association, a copy of which is attached hereto as Exhibit "C".

17. " Governors" or " Board" means the Board of Governors of the Homeowners Association.

18. " Declaration" means this instrument and any and all supplements or amendments hereto.

19. " Isles of Boca Documents" means in the aggregate the Plat, this Declaration and the Articles, the By-Laws and all of the instruments and documents referred to therein or referred to herein.

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20. "Operating Expenses" means the expenses for which the Owners are liable to the Homeowners Association as described in this Declaration and in any other of the Isles of Boca Documents, and includes, but is not limited to, the costs and expenses incurred by the Homeowners Association in administering, operating, reconstructing, maintaining, repairing and replacing the Homeowners Association Property as well as the "Recreation Area Expenses", which means and includes those costs and expenses described in the Isles of Boca Documents as such and include those costs and expenses incurred by the Homeowners Association in administering, operating, reconstructing, maintaining, repairing and replacing the Recreation Areas or portions thereof and improvements thereon.

21. "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Lot or Dwelling Unit, including any of the following institutions: a Federal or State Savings and Loan Association or Building and Loan Association or Bank; a real estate investment trust; a mortgage banking company doing business in the State of Florida; or (b) any Secondary Mortgage Market Institution including the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; or (c) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Developer to acquire or construct improvements upon the Committed Property and which holds a mortgage upon any portion of the Committed Property securing such a loan.

ARTICLE II

PLAN FOR DEVELOPMENT OF ISLES OF BOCA

A. Property

1. Developer has acquired and is the owner of the Property and intends to develop or cause to be developed thereon or upon portions thereof a planned community to be known as Isles of Boca in accordance with the applicable zoning regulations of the County and the master land use plan presently on file with the County, or as the same may be amended from time to time hereafter.

B. Uses of Property

All portions of the Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed there on as may be set forth in this Declaration. In addition to any other provisions thereof, the provisions of this Declaration may restrict specified portions of the Property to specified uses including, but not limited to, use as Residential Property, Recreation Areas, Homeowners Association Property, property to be maintained in a natural state and property to be maintained for drainage and/or water management purposes.

ARTICLE III

LAND USE CLASSIFICATIONS AND RESTRICTIONS; ARCHITECTURAL CONTROL COMMITTEE

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does hereby declare that the following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration, as follows:

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A. Use Classifications of Property

1. Residential Property: Residential Property is that portion of the Property upon which Dwelling Units may be constructed and shall be for "Residential Use" only. All portions of the Property which has not been designated Recreation Areas or Homeowners Association Property by this Declaration, is hereby designated as "Residential Property." Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, on Residential Property there may be constructed only Dwelling Units and improvements associated with residential purposes such as (but not limited to) streets, drives, driveways, parking spaces, lawn areas, swimming pools, tennis courts and other amenities as an appurtenance to Dwelling Units being constructed including, but not limited to, recreational and social facilities commonly associated with the type of Dwelling Units in question (e.g., a common area, meeting room or lobby in a multi-dwelling unit apartment building; or common, social and recreational facilities normally associated with and as an amenity to a particular development of Dwelling Units). No commercial or business occupations may be carried on in the Residential Property except for the construction, development and sale or rental of the Residential Property or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to the Residential Property such as utilities, Dwelling Unit or Lot maintenance, and other such services.

2. Recreation Areas: The Recreation Areas are legally described on Exhibit "D", attached hereto and incorporated herein by this reference, and are those portions of the Property to be used only for "Recreational Purposes". "Recreational Purposes" includes, but is not limited to, playgrounds, open space, tennis courts, basketball courts, boating facilities, swimming pools, fishing facilities, picnic areas, clubhouses containing meeting rooms and/or game rooms and/or snack bar and/or restaurant facilities and any other open spaces or facilities utilized or intended for use for recreational or social purposes and amenities associated therewith such as (but not limited to) streets, drives, driveways and parking facilities. The Recreation Area Expenses shall be assessed by the Homeowners Association against the owners of "Contributing Units" (as hereinafter defined) as part of the "Individual Unit Assessment" as hereinafter provided. Each Owner is hereby granted an irrevocable nonexclusive right of use in the Recreation Area hereinafter described as the "Recreation Area Use Right" which Right shall be appurtenant to and run with title to a Lot or Dwelling Unit. Any portion of Property designated to be used solely for Recreational Purposes, but the use of which is limited to only certain, and not all, of the Dwelling Unit Owners and Lot Owners, shall not be deemed a Recreation Area as defined herein and expenses with respect thereto shall not be Recreation Area Expenses nor part of the Operating Expenses.

The Recreation Areas shall be for the sole and exclusive use of the Dwelling Unit Owners, Lot Owners and residents of Isles of Boca and their guests (collectively the "Primary Users"), as well as persons other than the Primary Users (the "Secondary Users") if the Homeowners Association from time to time permits and then only upon payment by the Secondary Users of such fees as the Homeowners Association shall from time to time determine and upon such terms and conditions as the Homeowners Association shall from time to time establish, provided further that such use of the Recreation Areas by the Secondary Users will not substantially interfere with the use thereof for their primary purpose of affording recreational facilities and amenities for the benefit of the Primary Users. Notwithstanding the foregoing, the right is hereby reserved to the Homeowners Association

B4899 P0004

to lease or rent all or such portions of the Recreation Areas or such other facilities now or hereafter constructed thereon (the "Leased Property") as the Homeowners Association shall from time to time determine to such lessees (the "Operators") as shall operate the Leased Property for the purposes herein established. Additionally, notwithstanding the foregoing, individual rooms or other facilities contained in buildings now or hereafter constructed on any portion of the Recreation Areas as well as the various facilities or improvements now or hereafter located on a portion of a Recreation Area may be reserved or rented for the exclusive use of the party or parties reserving or renting same and their guests if the Homeowners Association permits and only on such terms and conditions as the Homeowners Association deems appropriate.

The administration, management, operation and maintenance of the Recreation Areas shall be the responsibility of the Homeowners Association and, if and to the extent applicable, any Operator, all as is provided herein and in the other Isles of Boca Documents. The Homeowners Association, by its Board, shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same (collectively the "Rules") with respect to the use, operation and enjoyment of the Recreation Areas and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of the facilities, establishing hours and manner of operation and establishing requirements as to dress and decorum), and each Operator shall have the right to adopt Rules with respect to the Leased Property being leased to such Operator provided the same have been approved in writing by the Board and are not in violation of the lease in question, provided that no such Rules so promulgated shall be in conflict with the provisions of this Declaration to the Recreation Area in question.

All Recreation Area Use Rights shall be subject to any such lease or rental of any portion of the Recreation Areas or facilities thereon as herein before set forth and subject to the Rules established by the Homeowners Association.

Any revenues received by the Homeowners Association for the lease, rental or use of any portion of the Recreation Area, or any facilities thereon, shall be used, to the extent thereof, to defray or offset the Recreation Area Expenses. Furthermore, no such lease of any portion of the Recreation Areas, or facilities located thereon as herein before set forth, nor the operation of any such facilities as herein before set forth, nor the fact that a charge is made for the use of any such facilities shall be deemed a "commercial" activity or violative of the provisions hereof with respect to the use of Recreation Areas so long as the use of such Recreation Areas is consistent with the provisions hereof.

Developer agrees that it shall convey to the Homeowners Association fee simple title to the Recreation Areas subject to the terms and provisions of this Declaration; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions or all of the Recreation Areas as Developer shall from time to time determine, the conveyance of all Recreation Areas shall be completed no later than the earlier of the following events: (a) four months after the conveyance of 102 Dwelling Units by the Developer; or (2) five years after the first conveyance of a Dwelling Unit by the Developer except that those portions of the Property, if any, which become Recreation Areas subsequent to the above stated events shall be conveyed by Developer within thirty (30) days after the property in question became a Recreation Area.

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Except as is hereinafter provided, once a Recreation Area, or any portions thereof, becomes vested in the Homeowners Association, such Recreation Areas, or portions thereof, so vested in the Homeowners Association and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of all Institutional Mortgagees (as shown by the Public Records of the County). The last preceding sentence shall not be applicable to nor prohibit the Homeowners Association from granting such easements as are reasonably necessary or appropriate for the development of the Recreation Areas and the use thereof in a manner consistent with the provisions of this Declaration nor shall the foregoing prohibit the Homeowners Association from encumbering the Recreation Areas provided such encumbrances are solely to secure loans obtained for improving the Recreation Area being encumbered.

3. Water Management Tract: The Water Management Tract (hereinafter referred to as the "Lakes") is legally described on Exhibit "E" attached hereto and incorporated herein by this reference. The use and enjoyment of the Lakes shall be controlled by the Homeowners Association and no swimming, boating, canoeing, sailing or fishing in or on the Lakes shall be permitted without the express written approval of the Homeowners Association. All costs of maintaining the Lakes in clean, safe and sanitary conditions shall be a part of the Operating Expenses.

Developer agrees that it shall convey to the Homeowners Association fee simple title to the Lakes subject to the terms and provisions of this Declaration; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions or all of the Lakes as Developer shall from time to time determine, the conveyance of all Lakes shall be completed no later than the earlier of the following events: (a) four months after the conveyance of 102 Dwelling Units by the Developer; or (b) five years after the first conveyance of a Dwelling Unit by the Developer.

4. Isles of Boca Access Tract: The Isles of Boca Access Tract (hereinafter referred to as the "Access Tract") is legally described on Exhibit "F", attached hereto and incorporated herein by this reference. All costs of maintaining the Access Tract shall be part of the Operating Expenses.

Developer agrees that it shall convey to the Homeowners Association fee simple title to the Access Tract subject to the terms and provisions of this Declaration; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions of all of the Access Tract as Developer shall from time to time determine, the conveyance of all of the Access Tract shall be completed no later than the earlier of the following events: (a) four months after the conveyance of 102 Dwelling Units by the Developer; or (b) five years after the first conveyance of a Dwelling Unit by the Developer.

5. Homeowners Association Property: The Recreation Areas, the Lakes, the Access Tract and any other real property conveyed to the Homeowners Association shall collectively be called the Homeowners Association Property. All of the Homeowners Association Property shall be owned and held by the Homeowners Association, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication

84899 P0006

or conveyance thereof and subject to the provisions of this Declaration. The costs of administering, operating, maintaining, repairing, replacing and reconstructing the Homeowners Association Property, and any improvements to be maintained thereon, shall be a part of the Operating Expenses.

6. Use of Property Not Otherwise Restricted: Except as may be limited in this Declaration, the Developer shall have the right to make such lawful uses of the Property as the Developer shall, from time to time, determine.

7. Developer's Right of Use: Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Isles of Boca, the Developer hereby reserves for itself and its successors and assigns and the Homeowners Association recognizes, agrees to and acknowledges that the Developer and its successors and assigns shall have, the right to the use of all Recreation Areas and all other portions of the Property, the title to which has not been conveyed by Developer, in conjunction with and as part of its program of sale, leasing, constructing and developing of and within Isles of Boca including, but not limited to, maintaining sales, construction and administrative offices in any structure built on the Recreation Area without any cost to Developer for such rights and privileges. For purposes of this Article III, Paragraph A., Subparagraph 7., the term "Developer" shall include any Lender (as defined in Article I hereof) which has loaned money to Developer to acquire or construct improvements upon the Property or its successors and assigns if such Lender or its successors or assigns acquires title to any portion of the Property as the result of the foreclosure of any mortgage encumbering the Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as herein set forth in this Article III, Paragraph A., Subparagraph 7., which are in addition to and in no way limit any other rights or privileges of Developer under any of the other Isles of Boca Documents, shall terminate upon Developer no longer owning any portion of the Property or upon such earlier date as Developer shall notify the Homeowners Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

B. Disputes as to Use.

In the event there is any dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer of the Property or any parts thereof in accordance with Subparagraph 7., of Paragraph A., of this Article III shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities of Isles of Boca.

In order to preserve the values and amenities of Isles of Boca the following provisions shall be applicable to the Property.

1. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the Property. Activities of the Developer or the Homeowners Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining

B4899 P0007

Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, or for sprinkler systems for any portion of the Property be deemed a Mining Activity.

2. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted or maintained on any of the Property.

3. Removal of Sod and Shrubbery; Alteration of Drainage; Etc.: Except for the Developer's acts and activities in the development of Isles of Boca, no sod, topsoil, muck, trees or shrubbery shall be removed from the Property and no change in the condition of the soil or the level of the land of any Property shall be made which results in any permanent change in the flow or drainage of surface water of or within Isles of Boca without the prior written consent of the Board.

4. Antennae and Aerials: Except as may be permitted by the Architectural Control Committee, no antennas or aerials shall be placed upon the Property except as may be required for cable television services.

5. Litter: In order to preserve the beauty of Isles of Boca, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Architectural Control Committee and properly sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

6. Radio Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Property without the prior written consent of the Board.

7. Casualty Destruction of Improvements: In the event a Residence or other improvements upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence or improvements upon compliance with the determinations of the Architectural Control Committee and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owners thereof that the improvements will not be repaired or replaced) promptly clear damaged improvements and grass over and landscape the Lot in a sightly manner. As to any such reconstruction of destroyed Dwelling Units, the same shall only be replaced with Dwelling Units of a similar size and type as those destroyed as approved by the Architectural Control Committee.

8. No Implied Waiver: The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in other of the Isles of Boca Documents now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Isles of Boca Documents.

9. County Restrictions:

(A) No portion of the Plat which contains open space (as the term "open space" is defined by the Palm Beach County Zoning Code, as it presently exists and as it may be hereafter

87899 P0008

amended) may be vacated in whole or in part if the effect of such vacation would be to reduce the total amount of open space for Isles of Boca to less than the minimum open space then required by the applicable provisions of the then effective Palm Beach County Zoning Code.

(B) In the event any Dwelling Unit is destroyed or removed by or for any cause, if rebuilt or replaced, such Dwelling Unit shall be rebuilt or replaced with a Dwelling Unit of at least similar size and type, however, not exceeding the dimensions of the destroyed or removed Dwelling Unit.

(C) None of the vegetation presently existing within twenty-five (25) feet of the northern, western and southern boundary of the property described on Exhibit "A" shall be removed.

10. Energy Devices Based on Renewable Resources: Notwithstanding anything to the contrary contained herein, but subject to the approval of the Architectural Control Committee (as hereinafter defined), solar collectors, clotheslines or other energy devices based on renewable resources may be installed in Dwelling Units.

D. Architectural Control Committee; Improvements to Lots, Dwelling Units, Etc.

In order to preserve the values and appearance of Isles of Boca, an Architectural Control Committee shall be established as follows:

1. Architectural Control Committee: The Board shall appoint an "Architectural Control Committee" (the "Committee") consisting of not less than three (3) nor more than five (5) members who need not be Dwelling Unit Owners, Lot Owners nor members of the Board. The members of the Committee shall serve at the pleasure and direction of the Board and the members of the Board may serve on the Committee. A majority of the Committee shall constitute a quorum to transact any business of the Committee and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the Committee. The Board shall have the right to remove any member of the Committee and any vacancy occurring on the Committee for any reason whatsoever shall be filled by the Board. The Committee may designate a representative to act on behalf of the Committee, subject to the approval of the Board. No member of the Committee or any representative of the Committee shall be entitled to any compensation for services performed hereunder.

2. Requirement of Committee Approval: Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of the Developer; landscaping and plantings by or with the approval of the Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Committee, no improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any portion of the Property; no landscaping or planting shall be commenced or maintained upon any portion of the Property; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting nor shall any maintenance activity, repair or replacement which alters the appearance of any such improvement, structure, landscaping or planting be made without the prior written approval of the Committee.

87899 P0009

3. Method of Obtaining Committee Approval: In order to obtain the approval of the Committee, two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the Committee for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed construction, landscaping or alteration. The Committee shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to the suitability and harmony of location, structures and external design in relation to surrounding topography, structure and landscaping.

4. Approval or Disapproval by the Committee: The Committee shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to the Board and the respective ~~Not~~ Owner or Dwelling Unit Owner, as applicable. In the event the Committee fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submissions to the Committee of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Committee and the appropriate written approval delivered forthwith. Furthermore, if any landscaping or the construction of any improvement or structure is completed and the Committee does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the Committee.

5. Committee to Adopt Rules and Regulations: The Committee shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Committee which rules, regulations and fees shall be subject to the approval of the Board.

6. When Approval of Committee Not Needed: If the contemplated improvement, structure, landscaping, planting or thing which would otherwise be subject to the jurisdiction of the Committee is subject to the jurisdiction of a Condominium Association, the Board shall have the right (but not the obligation) to adopt a resolution providing that the procedures for architectural control and approval in such Condominium Association documents shall take precedence whereupon and for so long as said resolution shall be in effect or until revoked by subsequent resolution of the Board, no approval by or from the Committee shall be necessary or required. Any approvals given other than by the Committee in accordance with the provisions of this Subparagraph 6 shall be effective notwithstanding the subsequent termination of effectiveness or subsequent revocation of the Board's resolution which permitted such approvals to be given other than by the Committee.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS ASSOCIATION; BOARD OF GOVERNORS OF THE HOMEOWNERS ASSOCIATION, AND DISSOLUTION

A. Membership

The members of the Homeowners Association shall be comprised of Condominium Association Members" and "Owner Members", as de-

87899 P0010

defined in the Articles, ("Condominium Association Members" and "Owner Members", being hereinafter sometimes collectively referred to as "Members"). Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Isles of Boca documents as may be amended from time to time. The voting rights of the Members of the Homeowners Association shall be as set forth in the Articles.

B. Board of Governors

The Homeowners Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

ARTICLE V

COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES:
ESTABLISHMENT AND ENFORCEMENT OF LIENS, CERTAIN
RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Operating Expenses

In order to: (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate and preserve the Recreation Areas and Homeowners Association Property for the recreation, use, safety, welfare and benefit of the Owners and their guests, invites, lessees and licensees, there is hereby imposed upon each Contributing Unit and each Contributing Unit Owner the affirmative covenant and obligation to pay to the Homeowners Association (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the Individual Unit Assessments and the "Guaranteed Assessments" and "Special Assessments" as hereinafter provided. The documents by which any portion of the Property is submitted to the condominium form of ownership (the "Condominium Documents") shall recognize that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses as herein set forth shall run with the land submitted to such condominium form of ownership with any Assessments made pursuant to this Declaration against any Dwelling Unit constituting part of such condominium being deemed a common expense of such condominium and assessable against all of the property so submitted to the condominium form of ownership (the "Condominium Property") as a whole and against the Condominium Association responsible for the operation thereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot or Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Homeowners Association all Assessments for Operating Expenses in accordance with the provisions of the Isles of Boca Documents.

B. Establishment of Liens

Any and all assessments made by the Homeowners Association in accordance with the provisions of this Declaration or any of the Isles of Boca Documents (the "Assessments") with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Contributing Units against which each such Assessment is made. Each Assessment against a Contributing Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees as hereinafter provided, shall be the personal obligation of the Owner of each such Contributing Unit assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of Palm Beach County, Florida, of a written, acknowledged, statement by the Homeowners Association

B4899 P0011

setting forth the amount due to the Homeowners Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien, in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Contributing Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessments against the Contributing Unit in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The provisions of Chapter 718, (6), Florida Statutes (Supp. 1984), as amended, with respect to any first mortgagee may be incorporated in the applicable Condominium Documents establishing the condominium form of ownership in the Isles of Boca.

C. Collection of Assessments

In the event any Contributing Unit Owner shall fail to pay Assessments, or installment thereof, charged to such Contributing Unit Owner within fifteen (15) days after the same becomes due, then the Homeowners Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Homeowners Association.

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Contributing Unit Owner(s) in default funds to accomplish the needs of the Homeowners Association up to and including the full amount for which such Contributing Unit Owner(s) is liable to the Homeowners Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Homeowners Association and such advance by the Homeowners Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Homeowners Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessments plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Homeowners Association.

D. Collection by Developer

In the event for any reason the Homeowners Association shall fail to collect the Assessments then and in that event, the Developer shall at all times have the right (but not the obligation): (1) to advance such sums as the Homeowners Association could have advanced as set forth above; and (2) to collect such Assessments and, if applicable, any such sums advanced by Developer using the remedies available to the Homeowners Association as set forth above which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to the Developer.

E. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

The Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Units in Isles of Boca. Further, the Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Homeowners Association where the same are overdue and where lapses in policies or services may occur. The Developer and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Homeowners Association will be entitled to immediate reimbursement from the Homeowners Association plus any costs of collection including, but not limited to, reasonable attorneys' fees and the Homeowners Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to the Developer if the Developer is entitled to reimbursement.

ARTICLE VI

METHOD OF DETERMINING ASSESSMENTS
AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments

1. "Individual Unit Assessment" after the "Guarantee Period." After the "Guarantee Period", as hereinafter set forth, the total anticipated Operating Expenses for each calendar year shall be set forth in a budget (the "Budget") prepared by the Governors not later than December 1 of the calendar year preceding the calendar year for which the Budget is to be adopted, provided, however, that the first Budget shall be adopted within thirty (30) days following the expiration of the Guarantee Period for the remainder of the calendar year in which the Guarantee Period expires. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a "Special Assessment", as hereinafter set forth) shall be apportioned among the "Contributing Units" (as that term is hereinafter defined) to determine the Individual Unit Assessment as follows:

(a) There shall be assigned to each Contributing Unit a "Value" in accordance with the following:

(i) Each Contributing Unit which is a Dwelling Unit located in a multi-unit building said Dwelling Unit containing between 1000 and 2000 square feet of air-conditioned living space shall be assigned a value of 1.0.

(ii) Each Contributing Unit which is an Undeveloped Lot shall be assigned a value of 7.3 per acre.

(iii) Each Contributing Unit which is a Dwelling Unit contained in a multi-unit building not described in subparagraph (i) above shall be assigned a value according to the following formula: acres of land owned by all Unit Owners in the Building multiplied by 7.3, the resulting product shall then be apportioned among the Dwelling Units contained in the Building based on each Units percentage share of the square footage of air-conditioned living space contained in the Building.

B7899 P0013

(iv) Each Contributing Unit which is a free standing Dwelling Unit shall be assigned a value of 7.3 per acre of land owned (directly or indirectly) by said Dwelling Unit Owner.

In calculating the acreage owned by the Dwelling Unit Owners, all land owned directly or indirectly by said Unit Owners shall be included. By way of example and not as limitation, indirect ownership would include lands owned by a condominium or homeowners association, other than Isles of Boca Homeowners Association, Inc., in which membership is required by ownership of the Unit.

(b) The "Individual Unit Assessment" for each Contributing Unit shall be the product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment, by a fraction, the numerator of which is the Value assigned to the applicable Contributing Unit as aforesaid and the denominator of which shall be the total of all Values assigned to all Contributing Units which are then subject to the provisions of this Declaration.

2. Individual Unit Assessment during "Guarantee Period." The term "Guarantee Period" shall mean a period of time commencing upon the conveyance of the First Dwelling Unit by the Developer and continuing through the first to occur of April 30, 1987 or the Turnover Date, whichever is sooner. During the Guarantee Period, it is covenanted and agreed by the Developer and the Homeowners Association that the Individual Unit Assessment shall not exceed the sum of Eighty-five and No/100 Dollars (\$85.00) per month for each Unit of Value assigned a Contributing Unit (the "Guaranteed Assessment"). Each Contributing Unit shall pay its Guaranteed Assessment to the Homeowners Association as provided herein. During the Guarantee Period, the Developer covenants and agrees with the Homeowners Association and the Owners of the Contributing Units that the Developer will pay the difference, if any, between the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Homeowners Association during the Guarantee Period and the total amount assessed against Contributing Units as Guaranteed Assessments during the Guaranty Period. In consideration of the aforesaid covenants of Developer, during the Guarantee Period Developer shall not be required to make any payment of Assessments for any Contributing Units owned by Developer and no such Contributing Units owned by Developer shall be subject to any such Assessments.

B. Contributing Units

1. Each Undeveloped Lot shall be a "Contributing Unit" on the first to occur of:

(a) ten (10) days after the date such undeveloped Lot was conveyed by the Developer.

(b) upon expiration of the Guarantee Period.

2. Each Dwelling Unit shall be a "Contributing Unit" ten (10) days following the issuance of a certificate of occupancy by the appropriate governmental agency for such Dwelling Unit.

C. Assessment Payments

The Individual Unit Assessments shall be paid monthly, in advance, on the first day of each month. The Individual Unit

87899 P0014

Assessments and the monthly installments thereof as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the Budget in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Contributing Unit (the "New Contributing Unit") comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, the New Contributing Unit shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Contributing Units in existence at the time of such Assessment which had the same value as the New Contributing Unit, prorated from the date the New Contributing Unit comes into existence through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the New Contributing Unit came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

D. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Isles of Boca Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses", those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or upon the Recreation Areas and Homeowners Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Guaranteed Assessment, and any such Special Assessments assessed against Contributing Units and Contributing Unit Owners shall be paid by such Contributing Unit Owners in addition to any such Guaranteed Assessments. Special Assessments shall be assessed in the same manner as the Individual Unit Assessment provided that no Contributing Units owned by Developer shall be subject to any Special Assessments without the prior written consent of Developer. Any Contributing Units owned by Developer which are not subject to a Special Assessment shall not be deemed to be Contributing Units in determining the respective amount of such Special Assessments being assessed against the Contributing Units subject thereto. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

D. Developer's Guaranteed Assessment Not The Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and, each Owner by the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit within Isles of Boca, shall be deemed to have acknowledged and agreed, that no Institutional Mortgagee, nor any successors or assigns of such Institutional Mortgagee, or any person acquiring title to any part of Isles of Boca by reason of the foreclosure of an institutional mortgage or deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of the Developer: (1) to guarantee the level and/or duration of the Guaranteed Assessments; (2) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments assessed against Contributing Units and the Contributing Unit Owners during the Guaranteed Period as herein set forth.

E. Liability of Contributing Unit Owners for Individual Unit Assessments.

By the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit in Isles of Boca, each Owner there-

84899 P0015

of acknowledges that each Contributing Unit, and the Contributing Unit Owners thereof, are jointly and severally liable for their own Individual Unit Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Units (except for the Developer during the Guarantee Period and as is otherwise provided herein) for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Unit Owner, for himself and his heirs, executor, successors and assigns, that in the event Contributing Unit Owners fail or refuse to pay their Individual Unit Assessment or any portion thereof or their respective portions of any Special Assessments or other Assessments then, the other Contributing Unit Owners shall be responsible for increased Individual Unit Assessments or Special or other Assessments due to the non-payment by such other Contributing Unit Owners, and such increased Individual Unit Assessment or Special or other Assessment can and shall be enforced by the Homeowners Association and the Developer in the same manner as all other Assessments hereunder as provided in this Declaration.

ARTICLE VII

OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Recreation Areas, the Homeowners Association Property and the Homeowners Association are hereby declared to be Operating Expenses which the Homeowners Association is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided herein or as may be otherwise provided in the Rules of Boca Documents.

A. Taxes

Any and all taxes levied or assessed at any and all times upon the Recreation Areas or Homeowners Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Recreation Areas or Homeowners Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

B. Utility Charges

All charges levied for utilities providing services for the Recreation Areas or Homeowners Association Property, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

C. Insurance

The premiums on the policy or policies of insurance which the Homeowners Association in its sole discretion determines to obtain, provided, however, that the Homeowners Association shall obtain and maintain the following insurance coverage:

1. Property insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Recreation Areas or Homeowners Association Property, such insurance to afford protection against at least the following:

84899 P001b

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(b) such other risks as shall customarily be covered with respect to areas similar to the Recreation Areas and Homeowners Association Property in developments similar to Isles of Boca in construction, location and use.

A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Homeowners Association and, until the Turnover Date, the Developer, as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Recreation Areas and Homeowners Association Property and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence and not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand Dollars (\$100,000) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include, as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Recreation Areas and Homeowners Association Property in developments similar to Isles of Boca in construction, location and use.

3. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Governors, and employees of the Homeowners Association and all others who handle or are responsible for handling funds of the Homeowners Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(a) Such bonds shall name the Homeowners Association as an obligee;

(b) Such bonds shall be written in an amount equal to at least 150% of the estimated annual Operating Expenses of the Homeowners Association.

4. Such other forms of insurances and in such coverages as the Homeowners Association shall determine to be required or beneficial for the protection or preservation of the Recreation Areas and Homeowners Association Property and any buildings and improvements now or hereafter located thereon or in the best interest of Isles of Boca or the Homeowners Association.

D. Reconstruction of Buildings or Improvements

Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Recreation Areas or Homeowners Association Property damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvement so damaged shall be an Operating Expense provided same shall be the subject of a Special Assessment, and the Homeowners Association will levy a Special Assessment for the funds necessary to pay such Operat-

84899 P0017

ing Expense within ninety (90) days from the date such damage was incurred. The Homeowners Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County, any such funds collected by Special Assessment and all insurance proceeds collected by the Homeowners Association so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damaged improvements, and the Homeowners Association shall go forward with all deliberate speed so that such replacement, construction or reconstruction shall be completed as soon as is reasonably possible after the date of the damage.

Should the insurance proceeds be sufficient to repair, replace or reconstruct the building or improvement so damaged and there remains an excess after payment for repair, replacement and reconstruction, then any excess shall be held by the Homeowners Association for the use of the Homeowners Association unless the Contributing Unit Owners of at least seventy-five percent (75%) of the Contributing Units then in existence shall have voted in favor of a distribution of such proceeds. Notwithstanding the foregoing, no such distribution shall be made unless the Institutional Mortgagees holding at least seventy-five percent (75%) (by number and not by unpaid amount thereof) of the first mortgages of record encumbering Contributing Units have given written consent to the distribution of the insurance proceeds. After the requisite vote of the Owners of the Contributing Units and the required approval of the Institutional Mortgagees are received, such excess shall be distributed to the Contributing Unit Owners and the Institutional Mortgagees holding mortgages encumbering the said Contributing Units as their respective interest may appear, in the same ratio as a Special Assessment would have been levied if all Contributing Units at the time the aforesaid written consent giving rise to such distribution (including, but not limited to, the Contributing Units owned by Developer) were to be included in such Special Assessment. The Homeowners Association, as a condition of distribution of the excess insurance proceeds, may require any Contributing Unit Owner and/or Institutional Mortgagee holding a mortgage encumbering any Contributing Unit to execute an instrument indemnifying the Homeowners Association (the "Indemnity Instruments") from any damage, loss, liability, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Homeowners Association's attorneys through and including all appeals and whether or not suit be instituted) arising from or in connection with such distribution and any and all actions undertaken in respect thereof.

In the event that repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then, if after the completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of the Homeowners Association, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Assessments which shall be returned to the Contributing Unit Owners by means of a distribution prorata in accordance with the collection of that Special Assessment(s).

Notwithstanding the foregoing, in the event there is any conflict between the provisions of this Paragraph D and the provisions of any mortgage now or hereafter encumbering any Recreation Area or Homeowners Association Property, the provisions of any such mortgage shall control as to the property encumbered thereby.

B4899 P0018

E. Maintenance, Repair and Replacement

Any and all expenses necessary to: (a) maintain and preserve all the landscaped, grassed and open and natural portions of the Property including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; and (b) operate, maintain, preserve and protect the portions of the Homeowners Association Property designated or used for water management purposes including all costs of chemically treating the waters of such areas, controlling water levels and maintaining and operating any improvements and amenities established within any such areas; and (c) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Recreation Areas and Homeowners Association Property in a manner consistent with the development of Isles of Boca and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, county or municipal laws, statutes, ordinances, orders, rulings and regulations; and (d) maintain, repair and replace all street signs installed or placed on any part of the Property by Developer or the Homeowners Association which are not maintained, repaired and replaced by the County or other applicable governmental body or agency; and (e) maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected by Developer or the Homeowners Association within the Property constituting signs and entry features for Isles of Boca or any part thereof and whether on land owned by or dedicated to the Homeowners Association or on land wherein the Homeowners Association has an easement for such purposes; and (f) maintain, repair, preserve and protect the portions of the Homeowners Association Property designated as the Access Tract.

F. Administrative and Operational Expenses

The costs of administration for the Homeowners Association in the performance of its functions and duties under the Isles of Boca Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Homeowners Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise-related entity of Developer) to assist in the operation of the Recreation Areas and the Homeowners Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Homeowners Association under the Isles of Boca Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

G. Compliance with Laws

The Homeowners Association shall take such action as it determines necessary or appropriate in order for the Recreation Areas and Homeowners Association Property and the improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Homeowners Association shall be an Operating Expense.

H. Indemnification

The Homeowners Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of actions and/or damages arising from any personal injury, loss of life and/or damage to prop-

84899 P0019

erty sustained on or about the Recreation Areas and Homeowners Association Property and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Homeowners Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Isles of Boca Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Isles of Boca Documents to be kept or performed by the Homeowners Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an Operating Expense, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, the Guaranteed Assessment during the Guarantee Period.

I. Failure or Refusal of Contributing Unit Owners to Pay Assessments

Funds needed for Operating Expenses due to the failure or refusal of Contributing Unit Owners to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Unit Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Contributing Units owned by Developer.

J. Extraordinary Items

Extraordinary items of expense under the Isles of Boca Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Contributing Units owned by Developer.

K. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Isles of Boca Documents, must also be approved by the affirmative vote (at any meeting thereof having a quorum) of the Members of the Homeowners Association, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Recreation Area or Homeowners Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

L. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Recreation Areas and Homeowners Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Homeowners Association on account of Reserves shall be and shall remain the exclusive property of the Homeowners Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. During the

84899 P0020

Guarantee Period, the Board need not include any Reserves in the Budget or Operating Expenses.

M. Miscellaneous Expenses

The costs of all items of costs or expense pertaining to or for the benefit of the Association or the Recreation Areas or Association Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

ARTICLE VIII

GENERAL PROVISIONS

A. Lawful Use of Property

Each portion of the Property will be subject to and the Homeowners Association and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, Palm Beach County and any and all other governmental and public authorities and boards or officers of the same relating to such Property, and improvements thereon, or the use thereof and no illegal or immoral purpose or use shall be permitted on such Property.

B. Incorporation of Isles of Boca Documents

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Isles of Boca Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Isles of Boca Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Isles of Boca Documents.

C. Developer's Right of First Refusal

No Undeveloped Lot, and no interest therein, shall be sold or transferred (other than by or to Developer) unless and until the Owner thereof shall have first offered to sell such Undeveloped Lot to Developer and Developer has waived, in writing, its right to purchase the Undeveloped Lot. If any Owner other than Developer (the "Offeror") intends to make a sale of an Undeveloped Lot or any interest therein, he shall give Developer written notice (the "Refusal Notice") of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of Developer's receipt of the Refusal Notice and Proposed Contract, Developer shall either exercise its right of first refusal or waive such right. If Developer elects to exercise its right of first refusal, it shall, within (30) days after its receipt of the Refusal Notice and Proposed Contract, mail or deliver to the Offeror at the address specified in the Refusal Notice an agreement to purchase ("Developer's Contract") the Undeveloped Lot upon the terms set forth in the Proposed Contract (including, but not limited to, price and terms of payment), provided that Developer shall have the right to pay the full purchase price in cash at closing notwithstanding anything to the contrary contained in the Proposed Contract and provided further that the sale by said Offeror and purchase by Developer shall be closed on or before thirty (30) days following the date of which Developer's Contract is either mailed or delivered to Offeror.

If Developer shall fail to exercise or waive its right of first refusal within the said thirty (30) days from its receipt of the Refusal Notice and Proposal Contract, Developer's right of

84899 P0021

first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

If Developer has elected to waive its right of first refusal or has failed to timely exercise said right of first refusal as aforesaid, Developer shall execute a certificate in recordable form waiving said right of first refusal as to the transaction contemplated by the Proposed Contract which shall be mailed to said Offeror to be recorded in the Public Records of Palm Beach County, Florida.

Any sale of an Undeveloped Lot, or any interest therein, except to Developer, by Developer or after waiver by Developer of Developer's right of first refusal as aforesaid, shall be void.

The provisions of this Paragraph C. shall not apply to any sale or transfer to or sale or transfer by any Institutional Mortgagee who acquires its title as a result of owning a mortgage upon the Undeveloped Lot concerned whether by foreclosure or deed given in lieu thereof; nor shall the provisions of this Paragraph C. apply to any transfer of title to an Undeveloped Lot at a duly advertised public sale with open bidding which is provided by law such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale.

D. Notices

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (a) any Owner, at the address of the person whose name appears as the Owner on the records of the Homeowners Association at the time of such mailing and in the absence of any specific address at the address of any Dwelling Unit or Lot owned by such Owner; and (b) the Homeowners Association, at 999 Brickell Avenue, Miami, Florida 33131, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (c) the Developer at 999 Brickell Avenue, Miami, Florida 33131, or such other address or addresses as the Developer shall hereinafter notify the Homeowners Association of in writing, any such notice to the Homeowners Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Homeowners Association shall furnish to such Owner the then current address for Developer as reflected by the Homeowners Association records.

Upon receipt by the Homeowners Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot or Dwelling Unit, together with written request therefor from such Institutional Mortgagee, the Homeowners Association shall timely send to such Institutional Mortgagee the following:

1. A copy of any notice of a meeting of the Homeowners Association or of the Board which is thereafter sent to the Owner of such Lot or Dwelling Unit; and

2. A copy of any financial statement of the Homeowners Association which is thereafter sent to the Owner of such Lot or Dwelling Unit; and

3. Written notice of any termination by the Homeowners Association of any professional management of the Recreation Areas or Homeowners Association Property, and the assumption by the Homeowners Association of the self-management of such areas; and

4. Thirty (30) days prior written notice of the material modification, cancellation or termination by the Homeowners

84899 P0022

Association of any policies of insurance covering the Recreation Areas or Homeowners Association Property or any improvements thereon, or any fidelity bonds of the Homeowners Association for its officers, Governors, or employees as well as copies of any notices of cancellation by others received by the Homeowners Association with respect thereto; and

5. Written notice of any proposed action that requires the consent of a specified percentage of Institutional Mortgagees; and

6. Written notice of any Sixty (60) day delinquency in the payment of Assessments by the Owner of any Lot or Dwelling Unit on which such Institutional Mortgagee holds a mortgage; and

7. Written notice of any damage or destruction to the improvements located on the Recreation Areas or Homeowners Association Property; and

8. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Recreation Areas or Homeowners Association Property; and

9. Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof.

The failure of the Homeowners Association to send any such notice to any such Institutional Mortgagees shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

E. Telecommunications

Developer hereby reserves unto itself and its designees, assignees and licensees the right (though no obligation is hereby assumed) to construct and/or install over, across and upon any portion of the Property for the use of the Owners and their permitted guests, invites, tenants and family members, a central or master telecommunications receiving and distribution system (the "System") the exact description, location and nature of which have not yet been fixed nor determined. For the purpose of authorizing, permitting and allowing Developer to cause the System to be construed and installed and thereafter inspected, repaired, maintained, altered, improved and replaced, Developer shall have and hereby reserves to itself and its successors and assigns a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and the location of which over, across, upon and through the Property shall be determined solely by Developer, its successors and assigns) together with a perpetual and exclusive right and privilege of: (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and radio signals, electronic banking, fire, police and medical protection; and (2) transmitting within Isles of Boca telecommunications via the System (the facilities and equipment of which may be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Developer, its successors or assigns, provided that same shall be uniformly applicable to the Owners and occupants of Isles of Boca; and (3) assigning, transferring and/or

84899 P0023

delegating to any person(s), firm(s), corporation(s), or other entity(ies) of Developer's choice, the rights, privileges and easements, and the obligations related thereto, of installing, constructing and maintaining the System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals transmitted or received by or through such System.

Each Owner as well as owners of any property in Isles of Boca (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Developer, its successors and assigns, pursuant to the provisions of this Paragraph E. with all of such rights, privileges, easements and rights-of-way being deemed reserved to Developer and excepted from any conveyance or dedication by Developer of any portion of the Property.

Notwithstanding anything to the contrary contained in this Paragraph E., Developer shall not have any right to cause any buildings or other permanent facilities constructed within Isles of Boca in accordance with this Declaration and the Isles of Boca Documents to be altered or detrimentally affected by any construction or installation of the System or any of the facilities, equipment or parts thereof nor shall Developer have the right to construct or install the System or any parts thereof under any then-existing structures or buildings so built in accordance with the said Isles of Boca Documents provided that the foregoing shall not preclude Developer or its successors or assigns from making minor alterations to then-existing improvements, other than buildings (such as, but not limited to, alteration or temporary removal of a fence or a portion thereof) provided that same is repaired and/or restored as the case may be by Developer or its successors or assigns at their expense within a reasonable time thereafter.

F. Enforcement

The covenants and restrictions herein contained or contained in any of the Isles of Boca Documents may be enforced by Developer, the Homeowners Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

G. Captions, Headings and Titles

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

H. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

87899 P0024

I. Attorneys' Fees

Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

J. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the terms or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

K. Subordination

The Developer and the Homeowners Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Property and any additional or replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of the Property. While the provisions of this Paragraph are self-operative, the Homeowners Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer.

L. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by the Developer without the requirement of the Homeowners Association's consent or the consent of the Owners, provided, however, that the Homeowners Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended (a) by the consent of the Owners of Contributing Units representing two-thirds (2/3) of the voting interest, together with (b) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Homeowners Association called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Homeowners Association.

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3. Amendments for correction of scrivener's error or other non material changes may be made by the Developer alone until the Turnover Date and the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Developer, the Homeowners Association or of any Institutional Mortgagee under this Declaration or any other of the Isles of Boca Documents without the specific written approval of such Developer, Homeowners Association or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his guests, invitees, lessees and licensees to utilize or enjoy the benefits of the then existing Recreation Area or Homeowners Association Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date.

5. A true copy of any amendment to this Declaration shall be sent by certified mail (herein called the "Mailing") by the Homeowners Association to the Developer and to all Institutional Mortgagees requesting notice pursuant to Paragraph D. of this Article VIII. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of Palm Beach County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer and all Institutional Mortgagees.

H. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessment of the Operating Expenses shall run with and bind the Property and inure to the benefit of Developer, the Homeowners Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of Palm Beach County, Florida after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument (the "Termination Instrument") signed by the Owners of at least two-thirds (2/3) of the voting interest of all Contributing Units and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering the Contributing Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

ARTICLE IX

EASEMENTS

1. Developer does hereby grant and declare a non-exclusive easement, license and privilege for the installation and maintenance of public utilities (including, but not necessarily limited to, for electricity, water, sewerage, telephone, gas, CATV and

B4899 P0026

drainage), and of ingress and egress for pedestrian and vehicular traffic, over, under, through, across and upon the real property described in Exhibit "F" unto the Developer and all subsequent owners of any portion of the real property described on Exhibit "A", as they may exist from time to time, including, but not limited to, their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns and all others likely situated and their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns. The real property described on Exhibit "F" lies wholly within the real property described on Exhibit "A", and, therefore, this Easement is granted for the use and benefit of the real property described on Exhibit "A" and is, therefore, appurtenant thereto.

2. Developer does hereby grant and declare a non-exclusive easement, license and privilege for the installation and maintenance of a footbridge for ingress and egress by pedestrian traffic to the Recreation Area, over, under, through, across and upon the real property described in Exhibit "G" unto the Developer and all subsequent owners of any portion of the real property described on Exhibit "A", as they may exist from time to time, including, but not limited to, their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns and all others likely situated and their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns. The real property described on Exhibit "G" lies wholly within the real property described on Exhibit "A", and, therefore, this Easement is granted for the use and benefit of the real property described on Exhibit "A" and is, therefore, appurtenant thereto.

3. The easements herein granted shall be perpetual and shall be construed and considered to be covenants running with the land and the parties hereto covenant, warrant, promise and agree never to construct, erect or reconstruct any fence, barrier, wall, structure, impediment or any other object which would or could constitute an impediment to the free use of the real property described on Exhibits "F" and "G" for the purpose herein expressed.

4. It is understood that the non-exclusive easement, license and privilege granted herein is given upon the express understanding and condition that it may be used by Developer, its mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns.

5. It is further understood and agreed that Isles of Boca Homeowner's Association, Inc., a Florida corporation not for profit, its successors and assigns, shall be responsible for the maintenance and repair of the roadway or walkways constructed by Developer upon the real property described in Exhibits "F" and "G", and Developer, its mortgagees, pledgees, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns shall not and does not assume any liability, obligation or responsibility to any person, firm or corporation using the real property described on Exhibits "F" and "G" or any improvements constructed or placed thereupon by, or under the supervision and control of, Developer.

6. This Easement shall not be modified, extinguished or amended except by a written modification or amendment executed by the parties hereto or their successors in interest and recorded amongst the Public Records of Palm Beach County, Florida.

7. This Easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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8. Developer does hereby reserve the right to grant and declare a non-exclusive easement, license and privilege for the installation and maintenance of public utilities (including, but not necessarily limited to, electricity, water, sewerage, telephone, gas, CATV and drainage), and of ingress and egress for pedestrian and vehicular traffic, over, under, through, across and upon any portion of the Property then owned by the Developer without the approval, consent or joinder of any other Owner, any mortgagee, including any Institutional Mortgagee, or the Homeowners Association. Such easement or easements shall be for the benefit of the Developer and all subsequent owners of any portion of the Property, as they may exist from time to time, including, but not limited to, their respective mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns and all others likely situated and shall be appurtenant to the Property. Such easement or easements shall be governed by this Article IX, unless Article IX conflicts with the terms of the instrument granting and declaring such easement or easements, in which event the terms of the granting instrument shall control.

IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions for Isles of Boca has been signed by the Developer and the Homeowners Association on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation

Richard M. Hawkshead
Jurino B. Holtzman

By: Richard M. Hawkshead
 Richard M. Hawkshead, President
 (SEAL)

CITIZENS FINANCIAL SERVICES, INC. a Florida corporation

Thomas C. Citron
Richard M. Hawkshead

By: Morton Trilling
 Morton Trilling, President
 (SEAL)

ISLES OF BOCA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

Richard M. Hawkshead
Richard M. Hawkshead

By: Burton B. Silver
 Burton B. Silver, President
 (SEAL)



STATE OF FLORIDA)
) SS:
 COUNTY OF Broward)

The foregoing Declaration of Protective Covenants and Restrictions was sworn to, subscribed and acknowledged before me this 30 day of May, 1986 by Richard M. Hawkshead as

84899 P0028

EXHIBIT "A"

DESCRIPTION: ISLES OF BOCA

DEERHURST LAKES, PHASE ONE, according to the Plat thereof, as recorded in Plat Book 43, Page 63, of the Public Records of Palm Beach County, Florida, TOGETHER WITH a portion of Tract 73 of the Plat of BOCA DEL MAR NO. 7, as recorded in Plat Book 30, Page 210 through 211, inclusive, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Tract 73, said point also lying on the North right-of-way line known as Southwest 18th Street; thence South $89^{\circ}32'51''$ West along said North right-of-way line, a distance of 580.64 feet to the POINT OF BEGINNING of this description; thence continue South $89^{\circ}32'51''$ West along the last described course, a distance of 897.36 feet; thence South $89^{\circ}36'55''$ West, a distance of 213.63 feet; thence North $00^{\circ}23'05''$ West, a distance of 418.00 feet; thence South $89^{\circ}36'55''$ West, a distance of 260.85 feet to a point on the Easterly right-of-way line of Palm D'Oro Road, as shown on said Plat of BOCA DEL MAR NO. 7; thence North $00^{\circ}23'05''$ West, a distance of 160.00 feet to a point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve, having a radius of 505.67 feet, an arc distance of 469.42 feet to a point, said point being further described as being on the Westerly boundary of said DEERHURST LAKES, PHASE ONE; thence South $33^{\circ}54'30''$ East, a distance of 203.58 feet; thence South $16^{\circ}38'00''$ East, a distance of 184.17 feet; thence South $45^{\circ}12'04''$ East, a distance of 77.98 feet to a point of curvature of a circular curve to the left; thence Southeasterly along the arc of said curve, having a radius of 49.32 feet, an arc distance of 39.43 feet to the Point of Tangency; thence North 89° East, a distance of 71.45 feet to a point of curvature of a circular curve to the left; thence Easterly and Northeasterly along the arc of said curve, having a radius of 108.18 feet, an arc distance of 58.53 feet to the Point of Tangency; thence North $58^{\circ}00'00''$ East, a distance of 41.49 feet to a point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve, having a radius of 249.25 feet, an arc distance of 40.09 feet to a point; thence South 03° West, a distance of 100.70 feet; thence South 85° East, a distance of 81.83 feet; thence South $45^{\circ}10'00''$ East, a distance of 67.00 feet; thence North $44^{\circ}50'00''$ East, a distance of 146.84 feet; the last twelve described courses being further described as being on the Westerly and Southerly boundary of said DEERHURST LAKES, PHASE ONE; the last described point being further described as being on the arc of a circular curve to the left whose radius point bears North $49^{\circ}40'59''$ East from the last described point; thence Southeasterly along the arc of said curve, having a radius of 328.00 feet, an arc distance of 136.44 feet to the Point of Tangency; thence South $64^{\circ}09'00''$ East, a distance of 340.47 feet to a point on the arc of a circular curve to the left whose radius point bears North $89^{\circ}17'17''$ East from the last described point; thence Southeasterly along the arc of said curve, having a radius of 487.17 feet, an arc distance of 276.28 feet to a point; thence South $00^{\circ}27'09''$ East, a distance of 74.36 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Palm Beach County, Florida. Containing 21.919 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

WEW:slc
Job No. 80-0202
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ARTICLES XII

BY-LAWS

By-Laws of this Homeowners Association may be adopted by the Board of Governors, and may be altered, amended or rescinded in the manner provided for by the By-Laws.

ARTICLE XIII

AMENDMENTS

These Articles of Incorporation may be amended by the Governors alone in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Board at which such proposed amendment is considered.

B. A resolution approving a proposed amendment shall be adopted by a majority of the Governors, and certified to by the President and attested by the Secretary or Assistant Secretary of this Homeowners Association.

C. No amendment may be made to the Articles of Incorporation which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of the State and thereafter shall be recorded amongst the Public Records of the County.

E. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer to designate and select members of the First Board or otherwise designate and select Board members as provided in Article X hereof, may be adopted or become effective without the prior written consent of the Developer.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Homeowners Association is 999 Brickell Avenue, Miami, Florida 33131 and the initial registered agent of the Homeowners Association at that address shall be Glenn M. Lee.

ARTICLE XV

SUCCESSOR ENTITIES

In the event of the dissolution of this Homeowners Association, or any successor entity hereto, the Homeowners Association Property and Recreation Areas shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which this Homeowners Association, or a successor hereto, was maintaining such Homeowners Association Property and Recreation Areas in accordance with the terms and provisions under which such Homeowners Association Property and Recreation Areas was being held by this Homeowners Association, or such a successor. In the alternative, any Dwelling Unit Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida in and for Palm Beach County, Florida for the appointment of a Receiver to manage the affairs of the dissolved Homeowners Association and the Homeowners Association Property and Recreation Areas in place and instead of the Homeowners Association and to make such provisions as may be necessary for the continued management of the affairs of

84899 P0038

the dissolved Homeowners Association and the Homeowners Association Property and Recreation Areas.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 24 day of March, 1986.

Burton Silver
Burton Silver

Richard M. Hawkshead
Richard M. Hawkshead

Clifford A. Hope
Clifford A. Hope

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation.

Glenn N. Lee
Glenn N. Lee

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1986 by BURTON SILVER, as a subscriber to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of March, 1986.

Glenn N. Lee
Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1990
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1986 by Richard M. Hawkshead, as a subscriber to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of March, 1986.

Glenn N. Lee
Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1990
BONDED THRU GENERAL INS. UND.

This is not a certified copy

84899 P0039

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1985 by CLIFFORD A. HOPE, as a subscriber to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of March, 1985.

Go W. L.
Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1990
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) SS:
COUNTY OF)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1986 by Glenn M. Lee, as Registered Agent.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of March, 1986.

Glenn M. Lee
Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 19, 1988
BONDED THRU GENERAL INS. UND.

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This is not a certified copy

ISLES OF BOCA CONDOMINIUM, SECTION I

This is not a certified copy

This Instrument was Prepared By,
and Return to:

Glenn M. Lee, Esquire of
Stuzin and Camner,
Professional Association
999 Brickell Avenue, Suite 400
Miami, Florida 33131

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ARTICLES OF INCORPORATION OF ISLES OF BOCA CONDOMINIUM
ASSOCIATION, INC.

	<u>PAGE</u>	
Article 1	Name	1
Article 2	Purpose	1
Article 3	Powers	1
Article 4	Members	1
Article 5	Term	2
Article 6	Subscribers	2
Article 7	Officers	2
Article 8	Directors	3
Article 9	By-Laws	4
Article 10	Amendments	4
Article 11	Indemnification	5
Article 12	Registered Office and Registered Agent	6
Article 13	Construction	7

BY-LAWS OF ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC.

	<u>PAGE</u>	
Article 1	General	1
Article 2	Directors	1
Article 3	Officers	8
Article 4	Membership	11
Article 5	Meetings of Membership	12
Article 6	Notices	13
Article 7	Finances	14
Article 8	Seal	15
Article 9	Rules and Regulations	15
Article 10	Default	15
Article 11	Register	17
Article 12	Surrender	18
Article 13	Joint Ownership	18
Article 14	Amendment of By-Laws	18
Article 15	Transfer of Association Control	18
Article 16	Real Property Taxes	19
Article 17	Construction	19
Article 18	Liens	19
Article 19	Arbitration	20
Article 20	Limitation of Liability	20

B4899 P0057

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TABLE OF CONTENTS
 DECLARATION OF CONDOMINIUM OF
 ISLES OF BOCA CONDOMINIUM, SECTION I

Declaration of Condominium	<u>Page</u>
1. Purpose	1
2. Name	1
3. Property Submitted to Condominium Form of Ownership	1
4. Definitions	1
5. Condominium and Unit Identification	3
6. Easements	3
7. Common Elements	4
8. Ownership of Common Elements and Restrictions Thereo	5
9. Common Expenses	5
10. Governing Body	5
11. Maintenance, Alterations and Improvements	8
12. Assessments and Condominium Working Capital	10
13. Assessments, Liabilities, Lien and Priority, Interest, Collection	11
14. Insurance	16
15. Obligations of Members	23
16. Conveyances, Sales, Rentals, Leases and Transfers	25
17. Restraint upon Separation and Partition	29
18. Declarant's Tenants	29
19. Costs and Attorneys' Fees	29
20. No Waiver of Rights	30
21. Assignability of Rights of Declarant	30
22. Type of Ownership	30
23. Amendments	30
24. Termination	32
25. Apartment Unit Boundaries	33
26. Rights Reserved Unto Institutional Mortgagees	34
27. Covenant Running with the Land	35
28. Restrictions and Easements	35
29. Invalidation and Operation	36
30. Approval and Ratification	37
31. Warranties	37
32. Execution of Documents Required by Governmental Authorities	37
33. Declarant's Right to Continue Construction	37
34. Notices	38
35. Interpretation	38
36. Sales Activity and Declarant's Rights	38
37. Limited Common Elements	38
38. Provisions for a Phase Condominium	39
39. Joinder and Consent of Mortgage	48

89899 P0058

DECLARATION OF CONDOMINIUM
FOR
ISLES OF BOCA CONDOMINIUM, SECTION I

PALM BORO 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 By-Laws, and/or the Articles of Incorporation for Isles of Boca Condominium 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 By-Laws, 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 I (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. Two (2) multi-unit structures containing a total of fifteen (15) 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 By-Laws of Isles Of Boca Condominium 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 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 Association, Inc., which Board is responsible for the administration of the Association.
- (d) "By-Laws" means the by-laws of the Association existing from time to time.

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- (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 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 By-Laws;
 - (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

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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 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 "P".
- (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", "H", "J", "L", "N", "P", "R", "T", and "V"; 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", "H", "J", "L", "N", "P", "R", "T" and "V" 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.
- (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 Secion 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.

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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 fractions in 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 fraction 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 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 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

B4899 P0063

By-Laws 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 forth in this Declaration, the By-Laws, 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, for each condominium operated by the Association 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 (Supp. 1984), 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 non-payment, 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 herein 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.
- (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:

- (1) All Common Elements.
- (2) 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 load-bearing columns.
- (3) 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.
- (4) 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:

- (1) 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.
- (2) To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual Condominium Unit.
- (3) 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.

(4) Not to paint, or otherwise decorate or change the appearance of any portion of the exterior of the building, including the terraces, lake patios, 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.

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

(6) 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 the 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

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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 non-recurring 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 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 thru April 30, 1987. All working capital contributions made during the Guarantee Period will be maintained and delivered in total to the Condominium Association on April 30, 1987 or when the Association control is turned over to the members of the Association pursuant to provisions contained herein, whichever comes first. 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 at such time as the Declarant notifies Unit Owners of the commencement date of payment of monthly Common Expenses, provided same shall not commence later than 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 expiring April 30, 1987, 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, D or D Reverse Unit, \$17.00 per month per E or E Reverse Unit, and \$14.00 per month per F or F Reverse Unit.

The Declarant shall be required to contribute only such sums to the Common Expenses of the Condominium 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

84899 P0068

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 aforescribed, 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, such Assessments or enforcement of such lien. In any lien foreclosure, 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, 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 are 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

84899 P0069

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 forthcoming 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 By-Laws and copies of said budget shall be delivered to each Unit Owner; provided, however, the delivery or non-delivery 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, 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.
- 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 said 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 By-Laws 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.
- 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,

84899 P0071

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 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 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)

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,

84899 P0073

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.

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 Condominium 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.

- (1) Purchase of Insurance: 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

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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 Unites 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.

- (2) 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 of the sufficiency of 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 trust

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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:

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(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:

(i) 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.

(ii) 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.

(3) 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

B4899 P0076

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 Institutional 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.

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(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 forth with 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.

(4) 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.

(5) 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.

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- (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 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.

"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 untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Paragraph 14.B.1) 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:
 - (i) 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.
 - (ii) 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(5)(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(5)(c) above.

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(6) 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.

- (7) 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, 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.
- (8) 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.
- (9) 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.
- (10) 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.

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

F. Signs - 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

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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:

A. Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any Condominium Parcel to any person other than transferor'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

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aforedescribed, 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 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

B4899 P0084

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.

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 By-Laws 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

87899 P0085

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 By-Laws 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.

G. There shall be deposited and delivered to the Association, simultaneously with the giving of notice of intention to sell, lease, or sub-lease, 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 sub-lease.

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; nor shall such provisions apply to a transfer, sale, or lease by a "bulk grantee" of an Institutional Mortgagee that so acquires its title as a result of owning a mortgage upon the unit concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more units from said Institutional Mortgagee. The assignee of a mortgage originally taken by an Institutional Mortgagee shall enjoy the same rights,

87899 P0086
66886

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.

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 recordation 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 aforescribed 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 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 non-exclusive 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, By-Laws, 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 By-Laws, 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 By-Laws, the Rules and Regulations adopted pursuant thereto, or the Exhibits hereto shall not constitute a waiver of the right to do so hereafter.

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 of 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 afordescribed.

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

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 By-Laws and Articles of Incorporation of the Association, such approvals must be either by:

(1) 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

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

(3) 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:

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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 aforescribed 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

84899 P0089

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 sub-paragraph, 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.

(10) 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%) whether said sum total is more than or less than 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 less than Sixty-Six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors.

(11) 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 aforescribed 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 (6).

84899 P0090

hereof, this Condominium shall be subject to termination, as provided in said Paragraph 14.B(6).

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 non-consenting 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 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:

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

(2) 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 By-Laws of the Association, which notice shall conform to the requirements of Paragraph 23A.

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.

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

B4899 P0092

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 of 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, cancellation, 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, By-Laws, Rules and Regulations of the Association, and the Declaration of Protective Covenants and Restrictions for 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, By-Laws, Rules and Regulations, and the Declaration of Protective Covenants and Restrictions for 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 By-Laws, Rules and Regulations of the Association, and the Declaration of Protective Covenants and Restrictions for 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

84899 P0093

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", "H", "J", "L", "N", "P", "R", "T", and "V" 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 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

84899 P0094

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 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 CONDOMINIUM DOCUMENT. ANY ESTIMATES OF COMMON EXPENSES, TAXES OR OTHER CHARGES ARE BELIEVED TO BE ACCURATE, BUT NO WARRANTY OR GUARANTEE 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.

B4899 P0095

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.

37. Limited Common Elements: The entry and stairways, storage rooms contained in the stairways, planters, and lake patios of Condominium Units appurtenant to Building 11 and the entry walkways and driveways appurtenant to Building 1 as shown on Exhibit "B" hereto are Limited Common Elements useable 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 lake patio, planter or stair and entry wall and shall be responsible for the maintenance, care and preservation of fixed and/or sliding glass door(s) in the entranceway to said lake patio and the replacement of light bulbs on said lake patio and the wiring, electrical

87899 P0096

outlets and fixtures thereon, if any. A Unit Owner may not screen or enclose his lake patio except with the prior written approval of the Board of Directors of the Association. Units appurtenant to lake patios shall be assessed equally by the Association for all expenses attributable to the lake patios, including but not limited to, the costs of maintenance, repair, replacement and insurance, to the extent such costs can be determined. 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), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9) or ten (10) phases; however, Declarant shall have no liability or obligation to Unit Owners and/or the Association to develop either Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII, Phase IX and/or Phase X of the Condominium (as hereinafter described). In the event Declarant elects to develop the Condominium in either two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9) or ten (10) 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 September, 1986. The construction, finishing and equipping of Phase II of the condominium (if commenced by the Declarant) is estimated to be completed no later than June, 1987. The construction, finishing and equipping of Phase III of the Condominium (if commenced by the Declarant) is estimated to be completed no later than June, 1987. The construction, finishing and equipping of Phase IV of the Condominium (if commenced by the Declarant) is estimated to be completed no later than July, 1987. The construction, finishing and equipping of Phase V of the Condominium (if commenced by the Declarant) is estimated to be completed no later than August, 1987. The construction, finishing and equipping of Phase VI of the Condominium (if commenced by the Declarant) is estimated to be completed no later than September, 1987. The construction, finishing and equipping of Phase VII of the Condominium (if commenced by the Declarant) is estimated to be completed no later than October, 1987. The construction, finishing and equipping of Phase VIII of the Condominium (if commenced by the Declarant) is estimated to be completed no later than November, 1987. The construction, finishing and equipping of Phase IX of the Condominium (if commenced by the Declarant) is estimated to be completed no later than December, 1987. The construction, finishing and equipping of Phase X of the Condominium (if commenced by the Declarant) is estimated to be completed no later than January, 1988).

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.

84899 P0097

E. The proposed legal description of Phase IV of the Condominium is set forth on Exhibit "J", attached hereto and incorporated herein by this reference.

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

G. The proposed legal description of Phase VI of the Condominium is set forth on Exhibit "N", attached hereto and incorporated herein by this reference.

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

I. The proposed legal description of Phase VIII of the Condominium is set forth on Exhibit "R", attached hereto and incorporated herein by this reference.

J. The proposed legal description of Phase IX of the Condominium is set forth on Exhibit "T", attached hereto and incorporated herein by this reference.

K. The proposed legal description of Phase X of the Condominium is set forth on Exhibit "V", attached hereto and incorporated herein by this reference.

L. 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.

M. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase II of the Condominium are attached hereto as Exhibit "G" and incorporated herein by this reference.

N. 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.

O. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase IV of the Condominium are attached hereto as Exhibit "K" and incorporated herein by this reference.

P. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase V of the Condominium are attached hereto as Exhibit "M" and incorporated herein by this reference.

Q. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase VI of the Condominium are attached hereto as Exhibit "O" and incorporated herein by this reference.

R. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase VII of the Condominium are attached hereto as Exhibit "Q" and incorporated herein by this reference.

S. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase VIII of the Condominium are attached hereto as Exhibit "S" and incorporated herein by this reference.

T. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase IX of the Condominium are attached hereto as Exhibit "U" and incorporated herein by this reference.

U. The proposed survey, plot plans and floor plans for the improvements which the Declarant intends to construct and declare as Phase X of the Condominium are attached hereto as Exhibit "W" and incorporated herein by this reference.

(1) Phase I of the Condominium consists of two (2) two (2) story multi-unit structure containing a total of fifteen (15) units.

The fifteen (15) condominium units in Phase I of the Condominium shall consist of:

Bldg. No.	Floor No.	No. of Units Per Floor	Type of Units per floor (See Note 2)
1	1	2	A, A Reverse
1	2	2	B, A Reverse
1	1 & 2	3	C and/or D and/or C Reverse and/or D Reverse (3)
11	1	5	E, E Reverse (2) F, F Reverse
11	2	3	E, E Reverse (2)

(2) Phases II, III, IV, V, VI, VII, VIII, IX and X of the Condominium, if constructed, will each consist of one (1) two (2) story multi-unit structure containing the following number of units per phase:

Bldg. No.	Floor No.	No. of Units Per Floor	Type of Units per floor (See Note 2)
PHASE II:			
2	1	2	A, A Reverse
2	2	2	B, B Reverse
2	1 & 2	2	C and/or D and/or C Reverse and/or D Reverse (2)
PHASE III:			
3	1	2	A, A Reverse
3	2	2	B, B Reverse
3	1 & 2	2	C and/or D and/or C Reverse and/or D Reverse (2)
PHASE IV:			
4	1	1	A Reverse
4	2	1	B Reverse
4	1 & 2	5	C and/or D and/or C Reverse and/or D Reverse 5

B7899 P0099

PHASE V:

5	1	1	A
5	2	1	B
5	1 & 2	5	C and/or D and/or C Reverse and/or D Reverse (5)

PHASE VI:

6	1	2	A, A Reverse
6	2	2	B, B Reverse
6	1 & 2	2	C and/or D and/or C Reverse and/or D Reverse (2)

PHASE VII:

7	1	1	A
7	2	1	B
7	1 & 2	3	C and/or D and/or C Reverse and/or D Reverse (3)

PHASE VIII:

8	1		A Reverse
8	2		B Reverse
8	1 & 2		C and/or D and/or C Reverse and/or D Reverse (3)

PHASE IX:

9	1	2	A, A Reverse
9	2	2	B, B Reverse
9	1 & 2	2	C and/or D and/or C Reverse and/or D Reverse (2)

PHASE X:

10	1	1	A
10	2	1	B
<u>10</u>	1 & 2	<u>4</u>	C and/or D and/or C Reverse and/or D Reverse (4)

TOTALS: 9 Bldgs. 54 Units

Phase I, plus Phases II, III, IV, V, VI, VII, VIII, IX and X if constructed, will consist of:

TOTALS: 11 Bldgs. 69 Units

84899 P0100

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

Type of Unit (See Note 1)	No. of Bedrooms	No. of Bathrooms	Approximate Area Residence (Sq. Ft.)
A, A Reverse	2	2	1,182
B, B Reverse	3	2 1/2	1,588
C, C Reverse	3	2 1/2	1,625
D, D Reverse	3	2 1/2	1,925
E, E Reverse	3	2	1,285
F, F Reverse	2	2	1,070

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.

M. 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 "X", 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 set forth in Exhibit "Y", attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II, Phase III and Phase IV Condominium Unit's percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase IV is developed) is set forth in Exhibit "Z" attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II, Phase III, Phase IV and Phase V percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase V is developed) is set forth in Exhibit "AA", attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II, Phase III, Phase IV, Phase V and Phase VI percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase VI is developed) is set forth in Exhibit "BB", attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI and VII percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase VII is developed) is set forth in Exhibit "CC", attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII and VIII percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase VIII is developed) is set forth in Exhibit "DD", attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII and IX percentage ownership of Common Elements and Common Surplus and their percentage share of Common Expenses (if Phase IX is developed) is set forth in Exhibit "EE", attached hereto and incorporated herein by this reference. Each of the Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII, IX and X percentage ownership of Common Elements and Common

B4899 P0101

Surplus and their percentage share of Common Expenses (if Phase X is developed) is set forth in Exhibit "FF", 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 "X". 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 "X", but shall be as set forth in Exhibit "Y". At such time as Phase IV 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 Phases I, II and III shall no longer be as set forth in said Exhibit "Y", but shall be as set forth in Exhibit "Z". At such time as Phase V 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 Phases I, II, III and IV shall no longer be as set forth in said Exhibit "Z", but shall be as set forth in Exhibit "AA". At such time as Phase VI 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 Phases I, II, III, IV, and V shall no longer be as set forth in said Exhibit "AA", but shall be as set forth in Exhibit "BB". At such time as Phase VII 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 Phases I, II, III, IV, V and VI shall no longer be as set forth in said Exhibit "BB", but shall be as set forth in Exhibit "CC". At such time as Phase VIII 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 Phases I, II, III, IV, V, VI and VII shall no longer be as set forth in said Exhibit "CC", but shall be as set forth in Exhibit "DD". At such time as Phase IX 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 Phases I, II, III, IV, V, VI, VII and VIII shall no longer be as set forth in said Exhibit "DD", but shall be as set forth in Exhibit "EE". At such time as Phase X is developed and added to the Condominium, the percentage ownership of Common Expenses of each unit in Phases I, II, III, IV, V, VI, VII, VIII, and IX shall no longer be as set forth in said Exhibit "EE", but shall be as set forth in Exhibit "FF".

N. Whether or not Phases II, III, IV, V, VI, VII, VIII, IX, and X 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.

O. 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 fifteen (15) 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 twenty-one (21) 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 twenty-seven (27) members and votes. In the event Phases II, III and IV 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, III, and IV shall be one (1) vote per

84899-00102

unit or a total of thirty-four (34) members and votes. In the event Phases II, III, IV and V 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, III, IV and V shall be one (1) vote per unit or a total of forty-one (41) members and votes. In the event Phases II, III, IV, V, and VI 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, III, IV, V, and VI shall be one (1) vote per unit or a total of forty-seven (47) members and votes. In the event Phases II, III, IV, V, VI and VII 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, III, IV, V and VI and VII shall be one (1) vote per unit or a total of forty-two (42) members and votes. In the event Phases II, III, IV, V, VI, VII and VIII 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, III, IV, V, VI, VII and VIII shall be one (1) vote per unit or a total of fifty-seven (57) members and votes. In the event Phases II, III, IV, V, VI, VII, VIII and IX 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, III, IV, V, VI, VII, VIII and IX shall be one (1) vote per unit or a total of sixty-three (63) members and votes. In the event Phases II, III, IV, V, VI, VII, VIII, IX and X 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, III, IV, V, VI, VII, VIII, IX and X shall be one (1) vote per unit or a total of sixty-nine (69) members and votes.

P. Declarant does not contemplate the creation of time-share estates for any of the units in any phases of the Condominium.

Q. 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, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII, Phase IX and Phase X.

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 and Phase V to Phase I or any other combination of Phases II, III, IV, V, VI, VII, VIII, IX and X. 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, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII, Phase IX or Phase X as the case may be) 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.

R. Declarant is not required, under the Declaration of Condominium or otherwise, to convey any additional lands or

87899 P0103

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.

S. Upon substantial completion of the construction of any subsequent Phase, and upon the election of the Declarant, its nominees or assigns to add any subsequent Phase to the Condominium, then the Declarant, its nominees or assigns, shall file with the Division of Florida Land Sales, Condominiums 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.

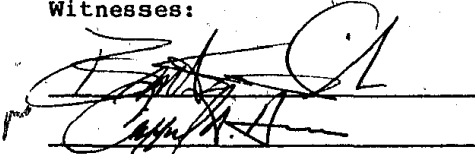
Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to the Declaration of Condominium adding any phase to the Condominium shall not require the execution of such amendments or consents thereto by Unit Owners (other than the Declarant), mortgagees, lienors or the Association,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

T. 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 the Declaration of Condominium.

U. 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, III, IV, V, VI, VII, VIII, IX and X 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 30 day of May, 1986.

Witnesses:



PALM D'ORO DEVELOPMENT CORPORATION,
a Florida corporation

By: Richard M. Hawkshead
Richard M. Hawkshead's President

FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit 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.

IN WITNESS WHEREOF, ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC., has this 30 day of May, 1986, caused these

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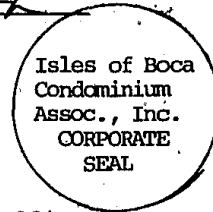
presents to be signed in its name by its President and its corporate seal affixed hereto.

Witnesses:

ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit membership corporation

[Signature]

By: [Signature]
Burton B. Silver, President



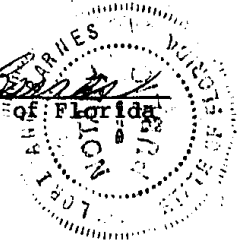
STATE OF FLORIDA)
)SS:
COUNTY OF Broward)

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 30 day of May, 1986.

[Signature]
Notary Public, State of Florida
at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 19, 1988
BONDED THRU GENERAL INS. UND.

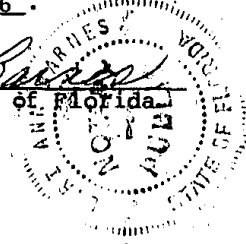


My commission expires:
STATE OF FLORIDA)
)SS:
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Burton B. Silver as President of ISLES OF BOCA CONDOMINIUM 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 30 day of May, 1986.

[Signature]
Notary Public, State of Florida
at Large



My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 19, 1988
BONDED THRU GENERAL INS. UND.

3125-19

84899 P0105

EXHIBITS TO DECLARATION

PAGE

A.	Legal Description of Condominium (Phase I)	49
B.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans, (Phase I)	51
C.	Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phase I)	70
D.	Articles of Incorporation of Isles of Boca Condominium Association, Inc.	72
E.	By-Laws of Isles of Boca Condominium Association, Inc.	81
F.	Legal Description of Condominium (Phase II) (Proposed)	102
G.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase II) (Proposed)	104
H.	Legal Description of Condominium (Phase III) (Proposed)	116
I.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase III) (Proposed)	118
J.	Legal Description of Condominium (Phase IV) (Proposed)	130
K.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase IV) (Proposed)	132
L.	Legal Description of Condominium (Phase V) (Proposed)	144
M.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase V) (Proposed)	146
N.	Legal Description of Condominium (Phase VI) (Proposed)	158
O.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase VI) (Proposed)	160
P.	Legal Description of Condominium (Phase VII) (Proposed)	171
Q.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase VII) (Proposed)	173
R.	Legal Description of Condominium (Phase VIII) (Proposed)	185
S.	Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase VIII) (Proposed)	187
T.	Legal Description of Condominium (Phase IX) (Proposed)	199

B4899 P0106

	<u>PAGE</u>
U. Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase IX) (Proposed)	201
V. Legal Description of Condominium (Phase X) (Proposed)	213
W. Survey, Site Plan, Plot Plan, Building Floor Plans, Unit Floor Plans (Phase X) (Proposed)	215
X. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I and II)	227
Y. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II and III)	229
Z. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II, III and IV)	232
AA. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II, III, IV and V)	235
BB. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II, III, IV, V, and VI)	238
CC. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II, III, IV, V, VI, and VII)	241
DD. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II, III, IV, V, VI, VII, and VIII)	244
EE. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II, III, IV, V, VI, VII, VIII, and IX)	247
FF. Unit Owners' Percentage Ownership of Common Elements, Percentage Share of Common Expenses and Percentage Share of Common Surplus (Phases I, II, III, IV, V, VI, VII, VIII, IX, and X)	251

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE I)

84899 P0108

EXHIBIT "A"
ISLES OF BOCA CONDOMINIUM, SECTION I

DESCRIPTION: BUILDING 1 - PHASE 1

A portion of Tract 73 of BOCA DEL MAR NO. 7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 through 217, inclusive, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the Southeast corner of said Tract 73; thence South 89°32'51" West, along the South line of said Tract 73, a distance of 1250.91 feet; thence North 00°27'09" West, at right angles to the last described course, a distance of 166.00 feet to the POINT OF BEGINNING; thence South 89°32'51" West, a distance of 133.15 feet; thence North 00°20'15" West, a distance of 123.46 feet to the point of curvature of a curve concave to the East; thence along the arc of said curve, having a radius of 80.00 feet, a central angle of 30°20'15", an arc distance of 42.36 feet to the point of tangency; thence North 30°00'00" East, a distance of 38.75 feet; thence South 72°34'43" East, a distance of 114.65 feet; thence South 22°40'22" West, a distance of 17.53 feet; thence South 00°27'09" East, a distance of 145.94 feet to the POINT OF BEGINNING.

TOGETHER WITH:

DESCRIPTION: BUILDING 11 - PHASE 1

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, being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract "A", said point being further described as being on the Southerly right-of-way line of Palm D'Oro Road as shown on said Plat, and point on the arc of a circular curve to the right whose radius point bears North 16°01'27" West; thence Westerly along the arc of said curve, having a radius of 560.87 feet, a central angle of 03°11'27", for an arc distance of 31.34 feet to the Point of Tangency; thence South 77°10'00" West, along the North boundary of said Tract "A" and the South right-of-way of Palm D'Oro Road, a distance of 206.57 feet; thence South 12°50'00" East, a distance of 70.00 feet to the POINT OF BEGINNING of this description; thence continue 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 13.00 feet; thence North 77°10'00" East, a distance of 116.34 feet; thence North 12°50'00" West, a distance of 93.67 feet; thence North 77°10'00" East, a distance of 11.33 feet; thence North 12°50'00" West, a distance of 20.00 feet; thence South 77°10'00" West, a distance of 190.00 feet; thence South 12°50'00" East, a distance of 20.00 feet; thence South 77°10'00" West, a distance of 300 feet to the POINT OF BEGINNING.

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

Subject to all easements, reservations, and rights-of-way of record.

DARBY AND WAY, INC.
6300 N.E. 1st Avenue
Suite 102
Ft. Lauderdale, Florida 33334
Job No. 80-0202
March 26, 1986

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

Sheet 1 of 1
DER:cas

84899 P0109

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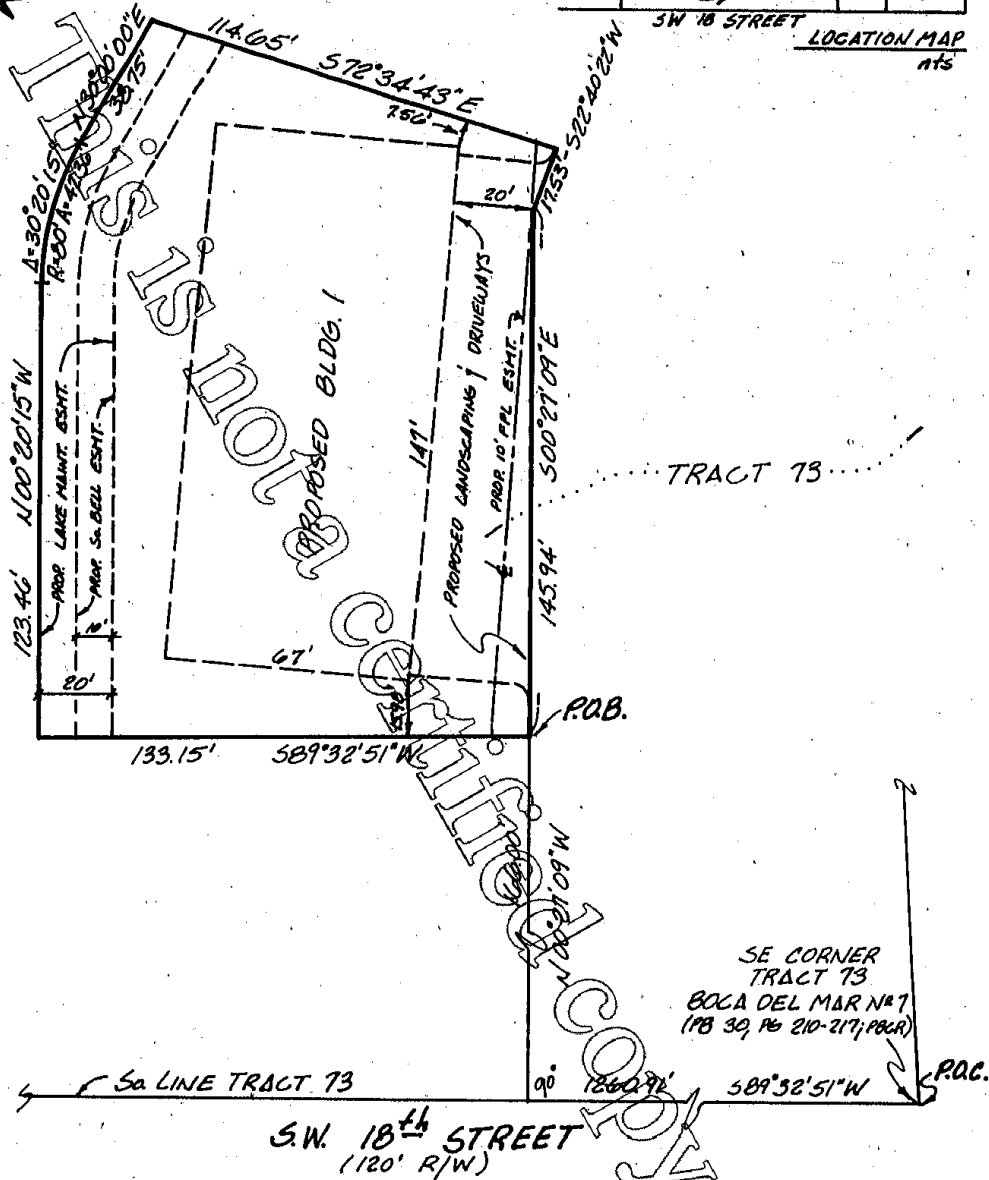
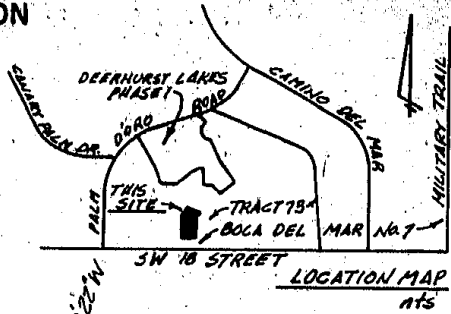
EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM

ISLES OF BOCA CONDOMINIUM, SECTION I

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

84899 P0110

SKETCH TO ACCOMPANY DESCRIPTION
BUILDING I - PHASE I



B4899 P0111

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

80.0202

<p><i>Darty and Way, Inc.</i> PROFESSIONAL SURVEYING AND ENGINEERING 6300 N.E. 1st AVE. FT. LAUDERDALE, FLORIDA 33334 308-771-0081</p>		SCALE	1" = 40'	REVISIONS	DATE
		DATE	11-11-85	ADDN. NO. 1018 1800' PROP. LAKE MAINT. AND S.B. BELL ESMT.	BY: J.C. DATE: 11-20-85 BY: J.C. DATE: 1-18-86
BY	d.e.r.	CHECK	DMD	FIELD BOOK	N/A
FIELD BOOK	N/A	DATE			

ISLES OF


SECTION I

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

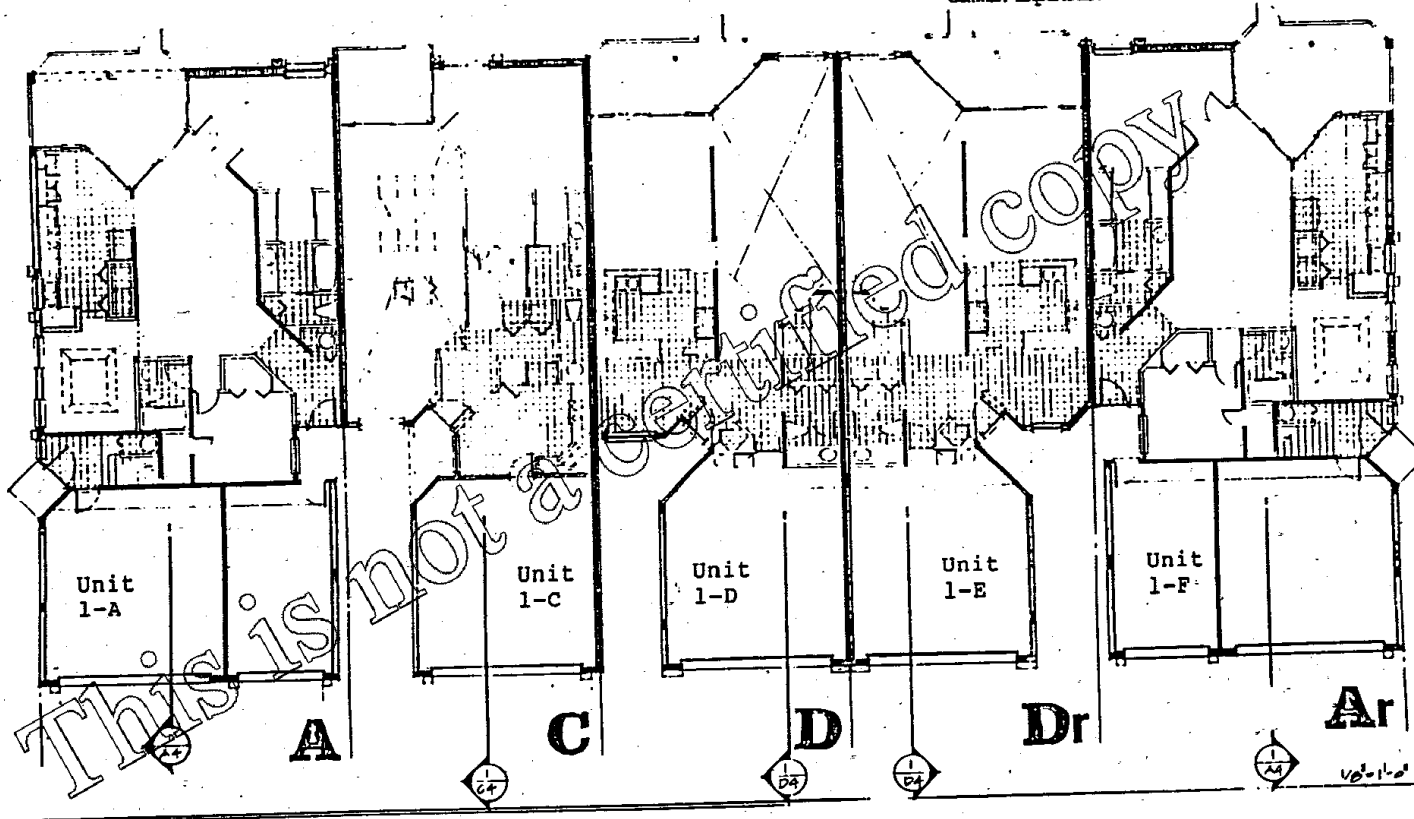


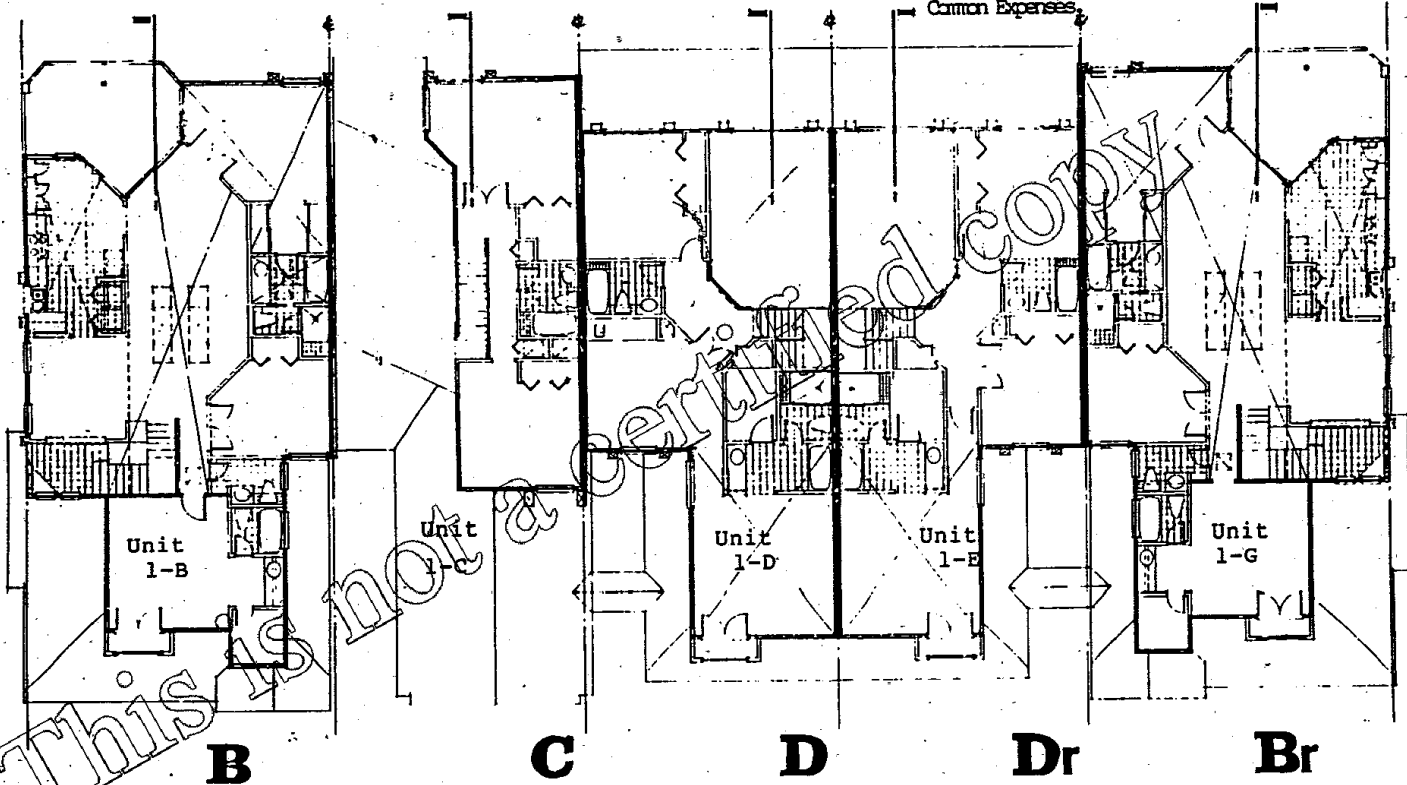
EXHIBIT "B"

1st FLOOR
BUILDING #1

2110d 6684B

ISLES OF


SECTION I



2nd FLOOR
BUILDING #1

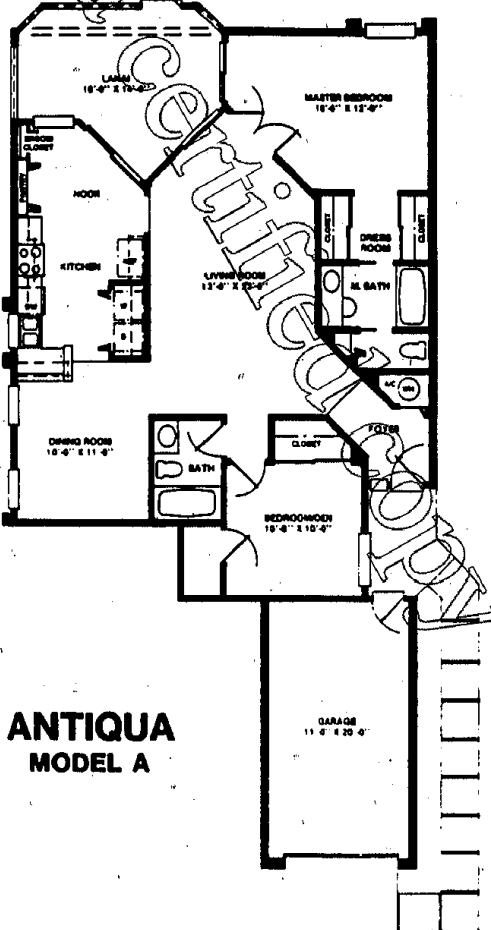
The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

EXHIBIT "B"

87899 P0113

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ISLES OF BOCA
CONDOMINIUM, SECTION I



**ANTIQUA
 MODEL A**

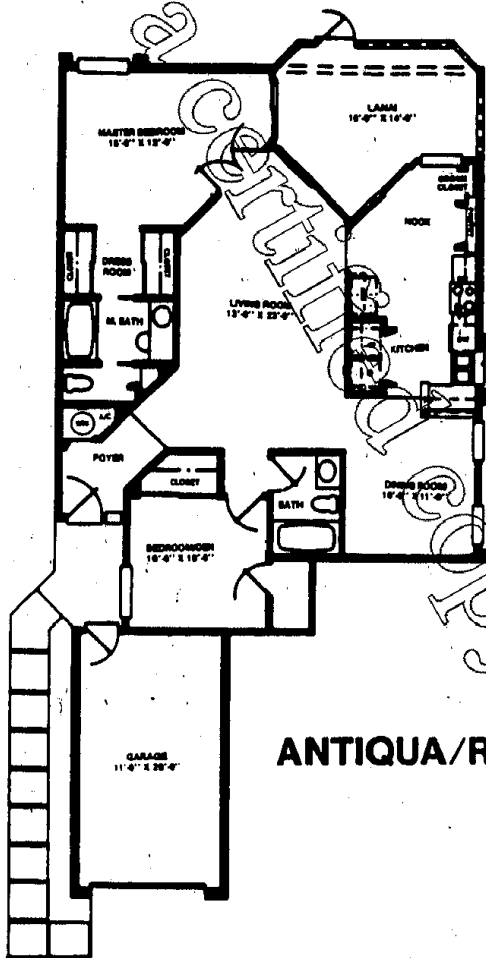
UNIT TYPE A

B4899 P0114

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**ISLES OF
B O C A**

CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

84899 P0115

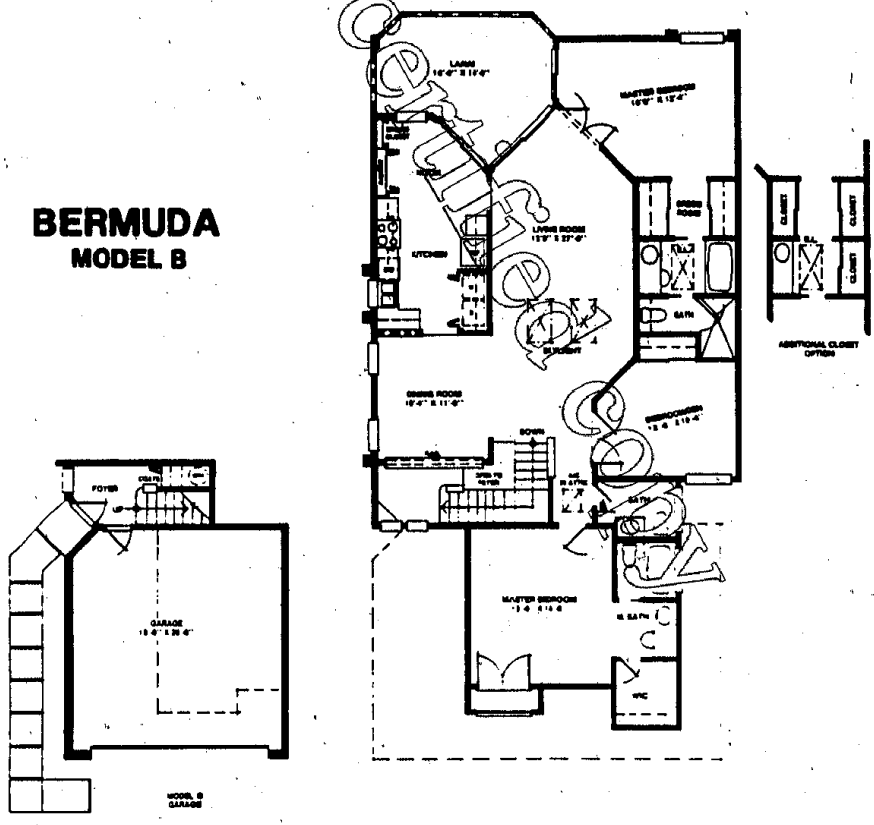
UNIT TYPE A REVERSE

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ISLES OF BOCIA

CONDOMINIUM, SECTION I

**BERMUDA
MODEL B**

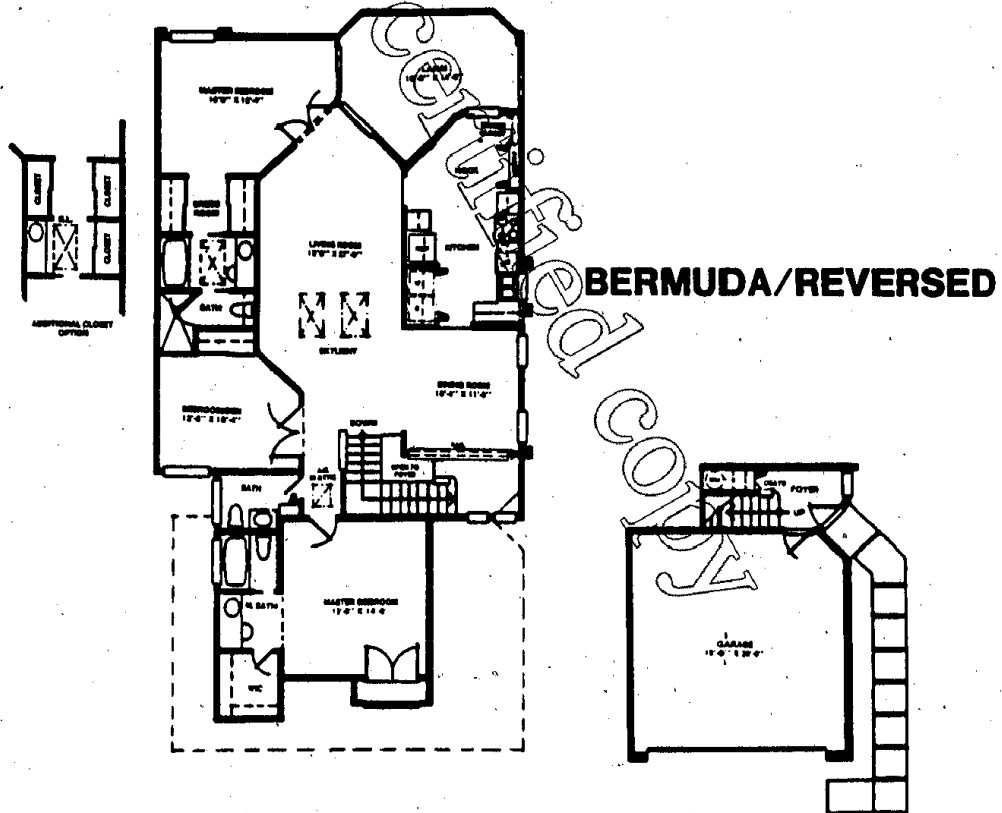


UNIT TYPE B

B7899 P0116

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ISLES OF
B O C A
CONDOMINIUM, SECTION I

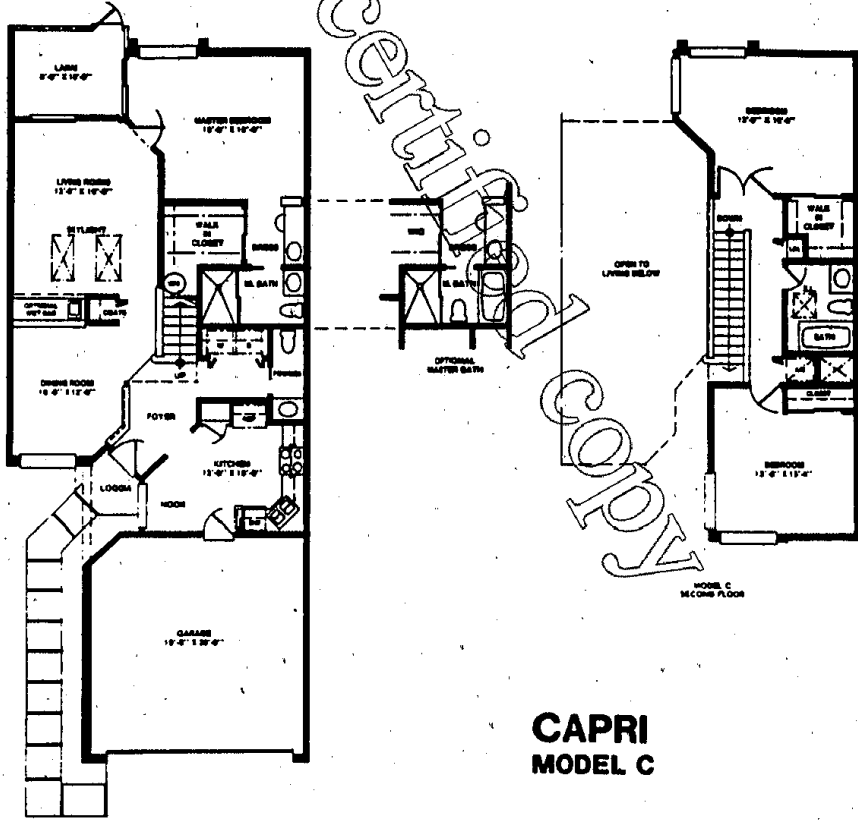


UNIT TYPE B REVERSE

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ISLES OF BOCA
CONDOMINIUM, SECTION I



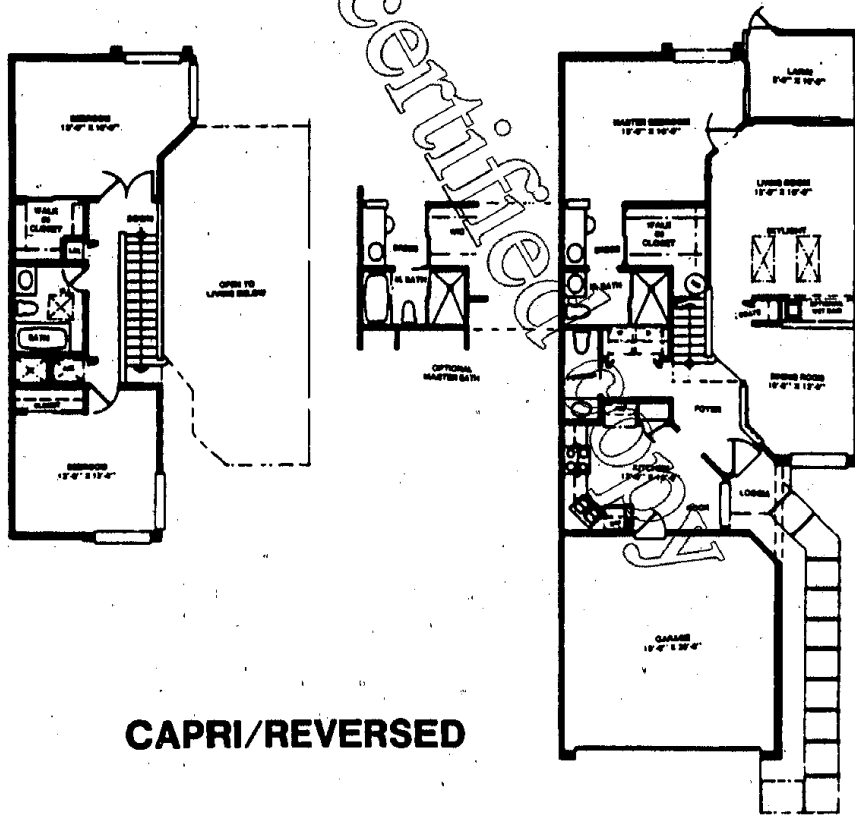
**CAPRI
MODEL C**

UNIT TYPE C

84899 P0118

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ISLES OF BOCA
CONDOMINIUM, SECTION I

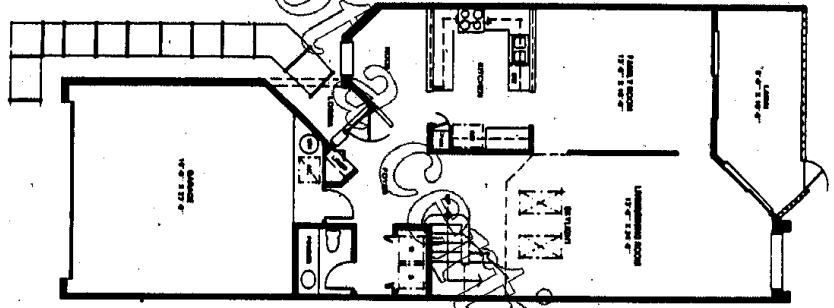


CAPRI/REVERSED

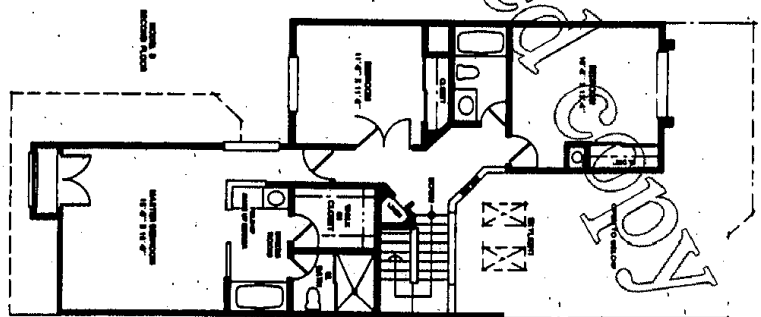
UNIT TYPE C REVERSE

BTOD, 66848

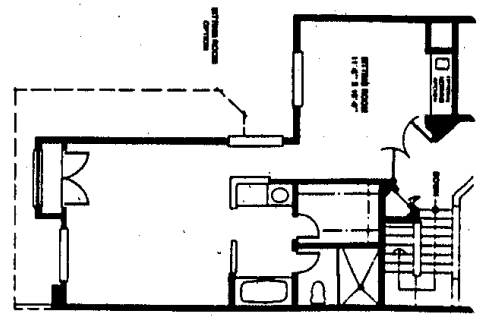
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UNIT TYPE D



DOLPHIN
MODEL D



CONDOMINIUM, SECTION I

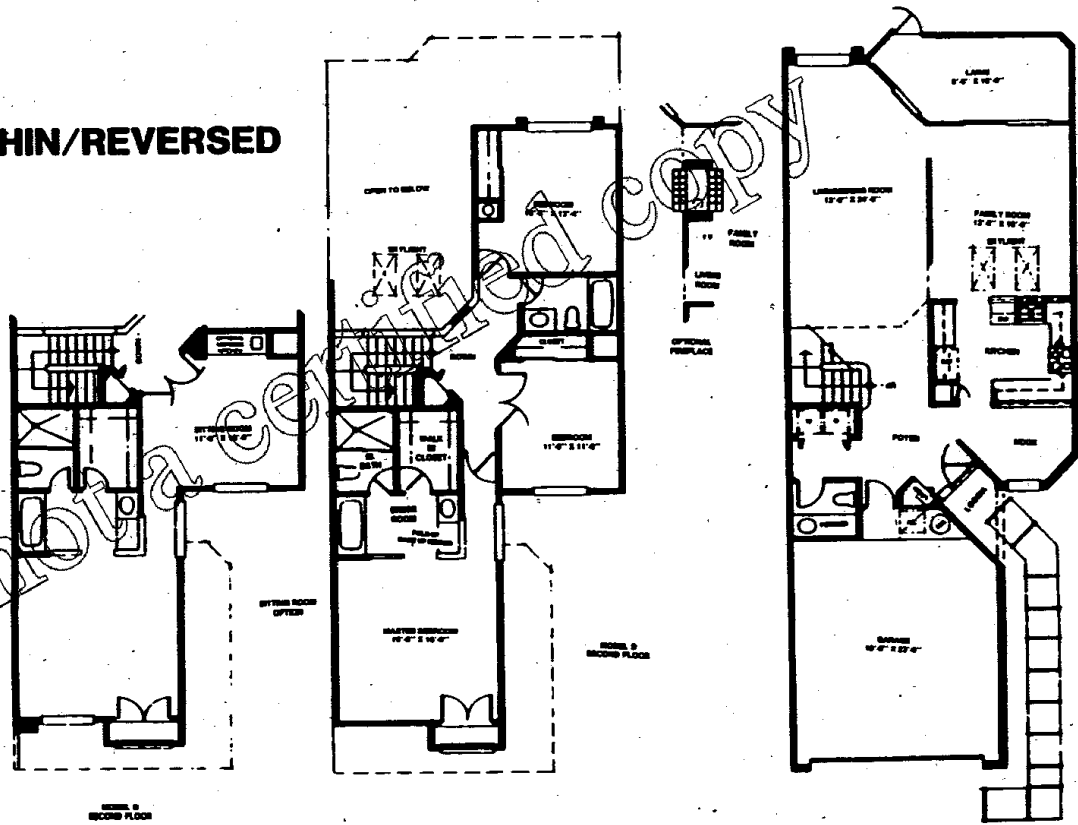
ISLES OF
B D C A

0210D 6688B

**ISLES OF
B O C A**

CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

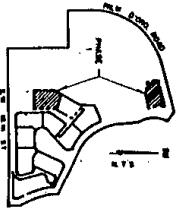
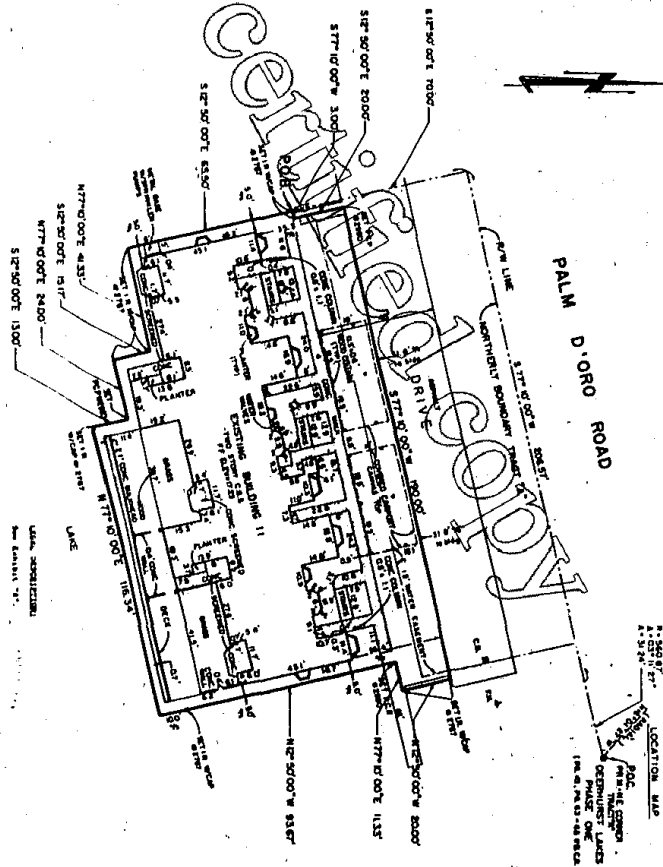
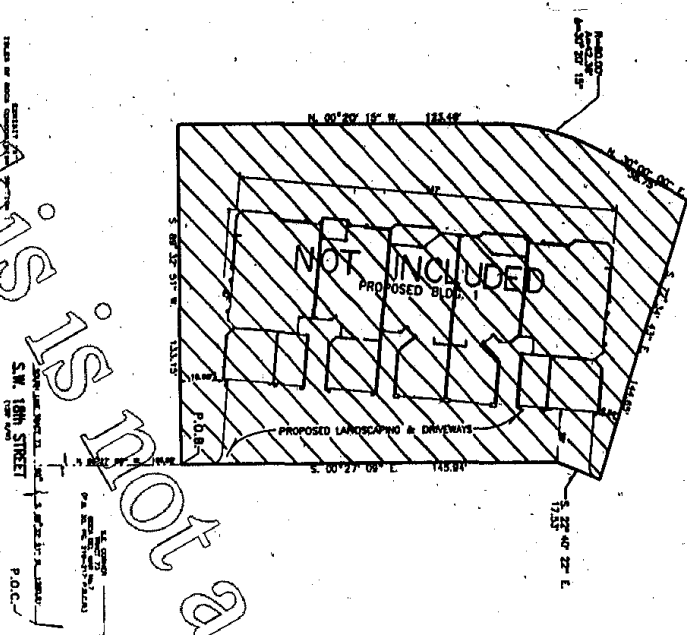
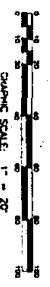
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ISLES OF BOCA CONDOMINIUM, SECTION I PHASE I

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



REMARKS: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE BOCA GOVERNING BODY. THE BOCA GOVERNING BODY HAS THE RIGHT TO REJECT THIS PLAN AT ANY TIME WITHOUT REFUND OF THE FEE THEREON. THE BOCA GOVERNING BODY HAS THE RIGHT TO REQUIRE THE SUBMITTER TO MAKE ANY CHANGES TO THIS PLAN THAT MAY BE NECESSARY TO COMPLY WITH THE BOCA GOVERNING BODY'S REQUIREMENTS. THE SUBMITTER AGREES TO HOLD THE BOCA GOVERNING BODY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE BOCA GOVERNING BODY AS A RESULT OF THE SUBMITTER'S NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PREPARATION OF THIS PLAN.

CONNECTIONS: THE SUBMITTER AGREES TO HOLD THE BOCA GOVERNING BODY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE BOCA GOVERNING BODY AS A RESULT OF THE SUBMITTER'S NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PREPARATION OF THIS PLAN. THE SUBMITTER AGREES TO HOLD THE BOCA GOVERNING BODY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE BOCA GOVERNING BODY AS A RESULT OF THE SUBMITTER'S NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PREPARATION OF THIS PLAN.

NOTES: 1. THE SUBMITTER AGREES TO HOLD THE BOCA GOVERNING BODY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE BOCA GOVERNING BODY AS A RESULT OF THE SUBMITTER'S NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PREPARATION OF THIS PLAN. 2. THE SUBMITTER AGREES TO HOLD THE BOCA GOVERNING BODY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE BOCA GOVERNING BODY AS A RESULT OF THE SUBMITTER'S NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PREPARATION OF THIS PLAN.

LEGAL DESCRIPTION: THE SUBMITTER AGREES TO HOLD THE BOCA GOVERNING BODY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE BOCA GOVERNING BODY AS A RESULT OF THE SUBMITTER'S NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PREPARATION OF THIS PLAN. THE SUBMITTER AGREES TO HOLD THE BOCA GOVERNING BODY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE BOCA GOVERNING BODY AS A RESULT OF THE SUBMITTER'S NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PREPARATION OF THIS PLAN.

SHEET 1 OF 3

80-0202

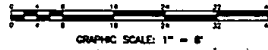
ISLES OF BOCA CONDOMINIUM
SECTION I, PHASE I
EXHIBIT 'B' PAGE 1

Dorby and Way, Inc.
Professional
Engineering, Surveying & Planning
APPROVED BY ARCHIBUS WITTE INC. FORT LAUDERDALE, FLORIDA 33404
FORT LAUDERDALE (954) 771-5001 • OLANO (954) 411-7710

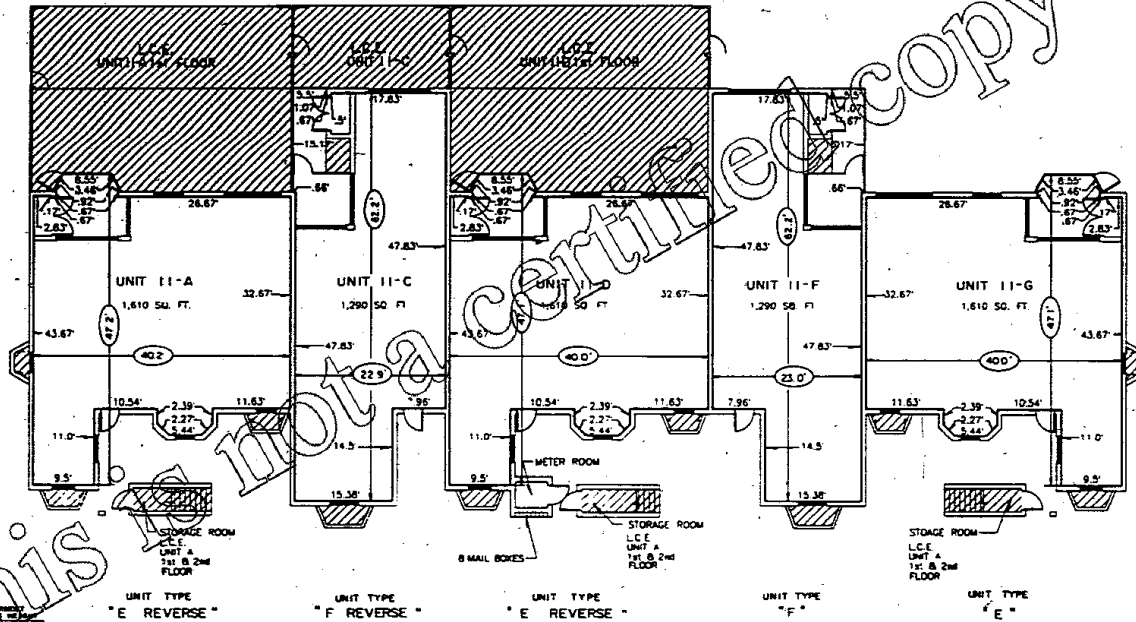
NO.	REVISION	DATE	BY	CHKD.	APP.
1	ADDED FINAL EXHIBIT B AND 10/20/02/07/01	10/20/02	AW	AW	AW

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

ISLES OF BOCA CONDOMINIUM, SECTION I
 PHASE I - BUILDING 11
 1ST FLOOR



BUILDING FLOOR PLANS



UNIT NO.	COMMON ELEMENTS	CLEARANCE
11-A	0.00'	0.00'
11-B	0.00'	0.00'
11-C	0.00'	0.00'
11-D	0.00'	0.00'
11-E	0.00'	0.00'
11-F	0.00'	0.00'
11-G	0.00'	0.00'

NOTE: FLOOR = 0.00'
 DIMENSIONS ARE VERTICAL MEASUREMENTS,
 NOT ELEVATIONS

NOTES:

1. L.C.E. = LIMITED COMMON ELEMENT AND IS DESIGNATED BY CROSS-HATCHING.
2. ——— INDICATES PERIMETRICAL BOUNDARY OF UNIT
3. METER ROOMS ARE COMMON ELEMENTS
4. FOR ALL OTHER PORTMENT INFORMATION PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.
5. THIS DRAWING WAS PREPARED FROM SHEETS A-1, A-2, A-3 AND A-4 FROM CHARLES SEIDER ARCHITECTURAL OFFICES, PROJECT INC. 0284, LATEST DATE 7/16/84, AND ARE SUPPLEMENTED BY ACTUAL FIELD SURVEY DATA PREPARED BY DAREY B WAY, INC. DATED 3-26-86
6. (40'0") INDICATES AS-BUILT PERIMETRICAL BOUNDARY DIMENSIONS SHOWN TO THE NEAREST ONE-TENTH OF A FOOT (0.10').

DATE	11/11/84
BY	DAVEY B. WAY
CHECKED	DAVEY B. WAY
SCALE	AS SHOWN
PROJECT	ISLES OF BOCA CONDOMINIUM, SECTION I, PHASE I - BUILDING 11
DRAWING NO.	B-0202
SHEET NO.	2 OF 3

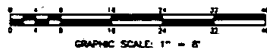
Darey and Way, Inc.
 Engineering, Surveying & Planning
 1000 N. UNIVERSITY AVENUE, SUITE 100, CHICAGO, ILL. 60607
 (312) 462-1000

ISLES OF BOCA CONDOMINIUM SECTION I PHASE I - BUILDING 11 EXHIBIT "B" PAGE 2

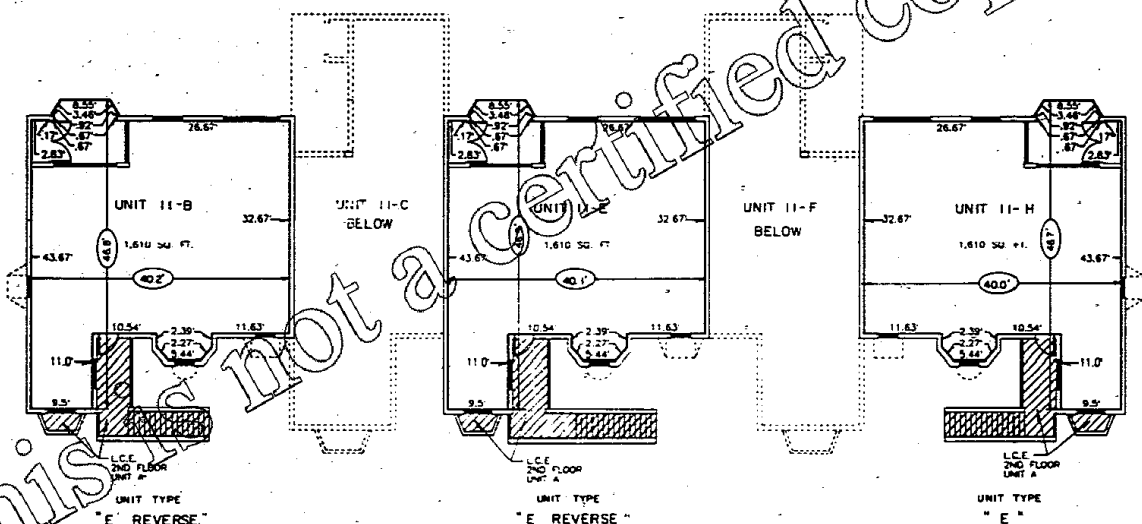
80-0202

ISLES OF BOCA CONDOMINIUM, SECTION I PHASE I - BUILDING 11

2ND FLOOR



BUILDING FLOOR PLANS



UNIT NO.	CYLINDR HEIGHT	CYLINDR WIDTH
11-B	8.15'	11.50'
11-E	8.20'	11.50'
11-H	8.20'	11.50'

NOTE: FLOOR = 0.00'
FIGURES ARE VERTICAL MEASUREMENTS
NOT ELEVATIONS.

- NOTES:
1. L.C.E. = UNITED COMMON ELEMENT AND IS DESIGNATED BY CROSS-HATCHING.
 2. ——— INDICATES PERIMETRICAL BOUNDARY OF UNIT
 3. METER ROOMS ARE COMMON ELEMENTS
 4. FOR ALL OTHER PERTINENT INFORMATION PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.
 5. THIS DRAWING WAS PREPARED FROM SHEETS A-1, A-2, A-3 AND A-4 FROM CHARLES SEIGER ARCHITECTURAL OFFICES, PROJECT NO. 0284, LATEST DATE 7/18/84, AND ARE SUPPLEMENTED BY ACTUAL FIELD SURVEY DATA PREPARED BY DARBY & TAY, INC. DATED 3-28-86.
 6. (40.0) — INDICATES AS-BUILT PERIMETRICAL BOUNDARY DIMENSIONS SHOWN TO THE NEAREST ONE-TENTH OF A FOOT (0.1').

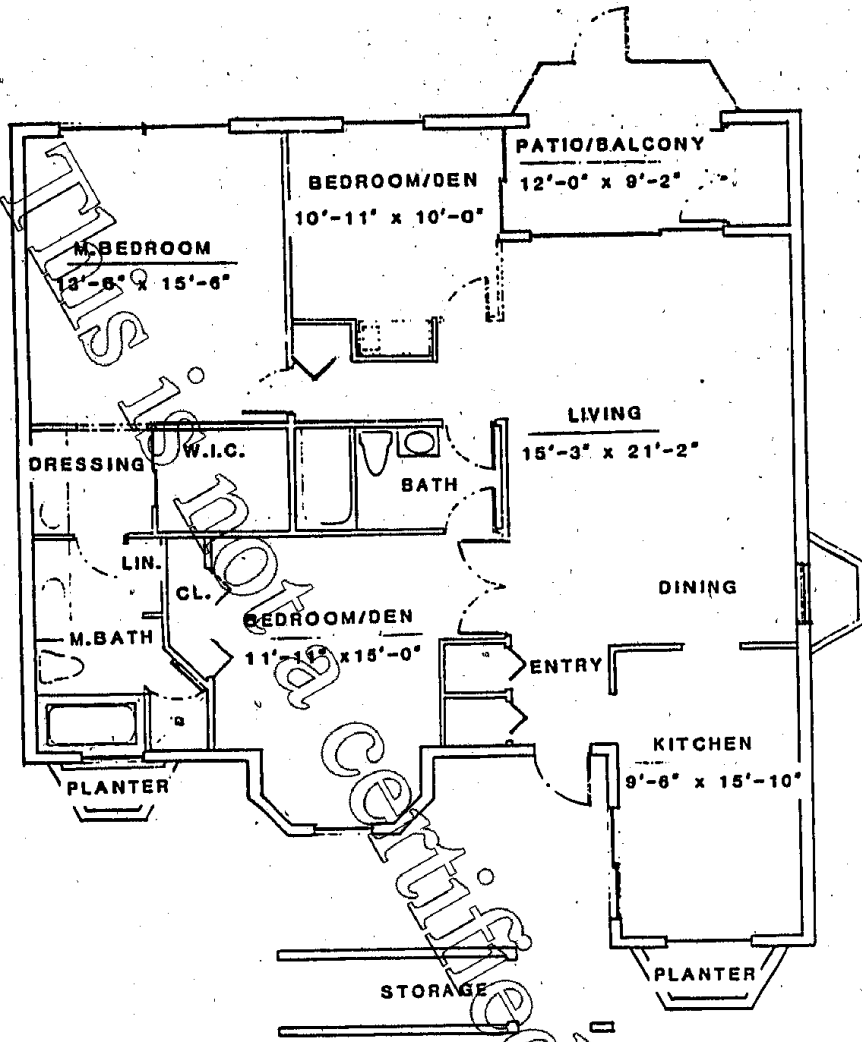
ISLES OF BOCA CONDOMINIUM
SECTION I
PHASE I - BUILDING 11
EXHIBIT "B" PAGE 3

80-0202

Darby and Wey, Inc.
Architectural, Engineering & Planning
ONE N. FEDERAL BLVD., SUITE 1000, WEST PALM BEACH, FLORIDA 33411
TEL: (407) 833-1111 FAX: (407) 833-1112

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

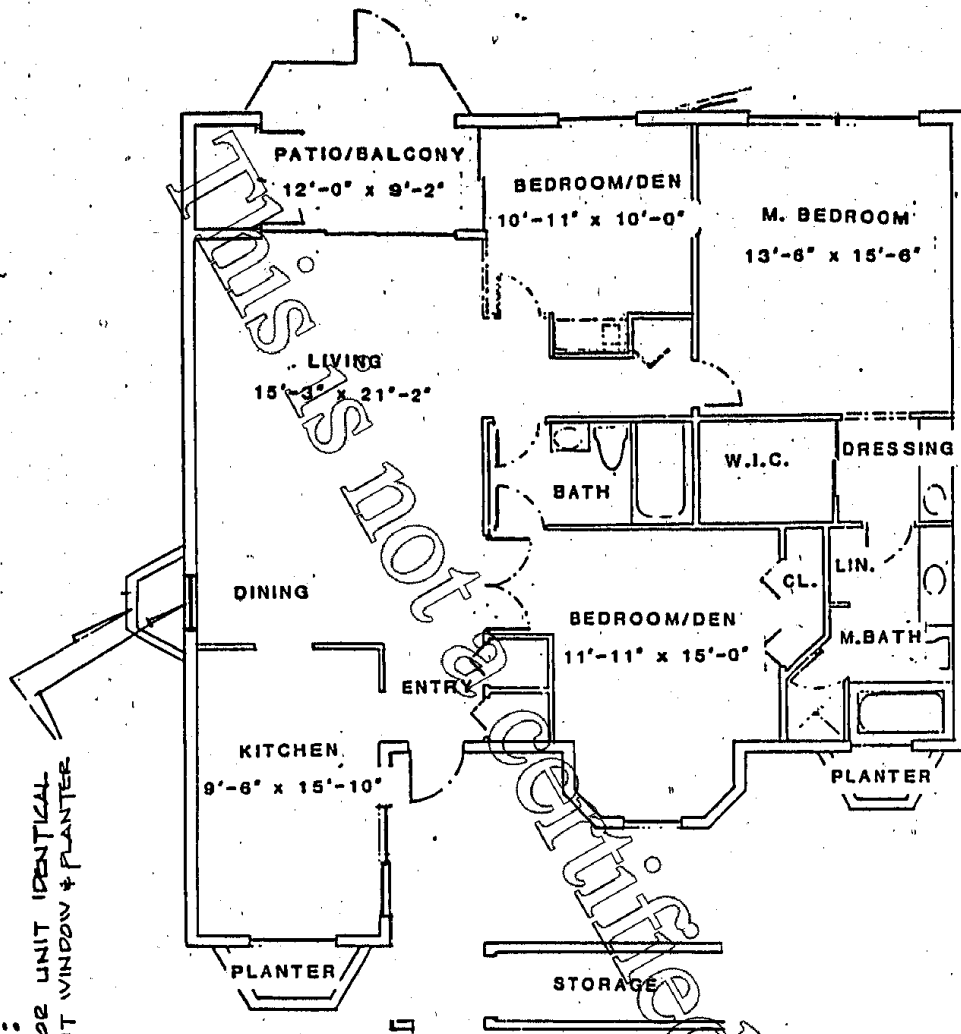
EXHIBIT "B"



ISLES OF BOCA CONDOMINIUM, SECTION I
Building 11, Phase I
UNIT TYPE E

84899 P0125

EXHIBIT "B"

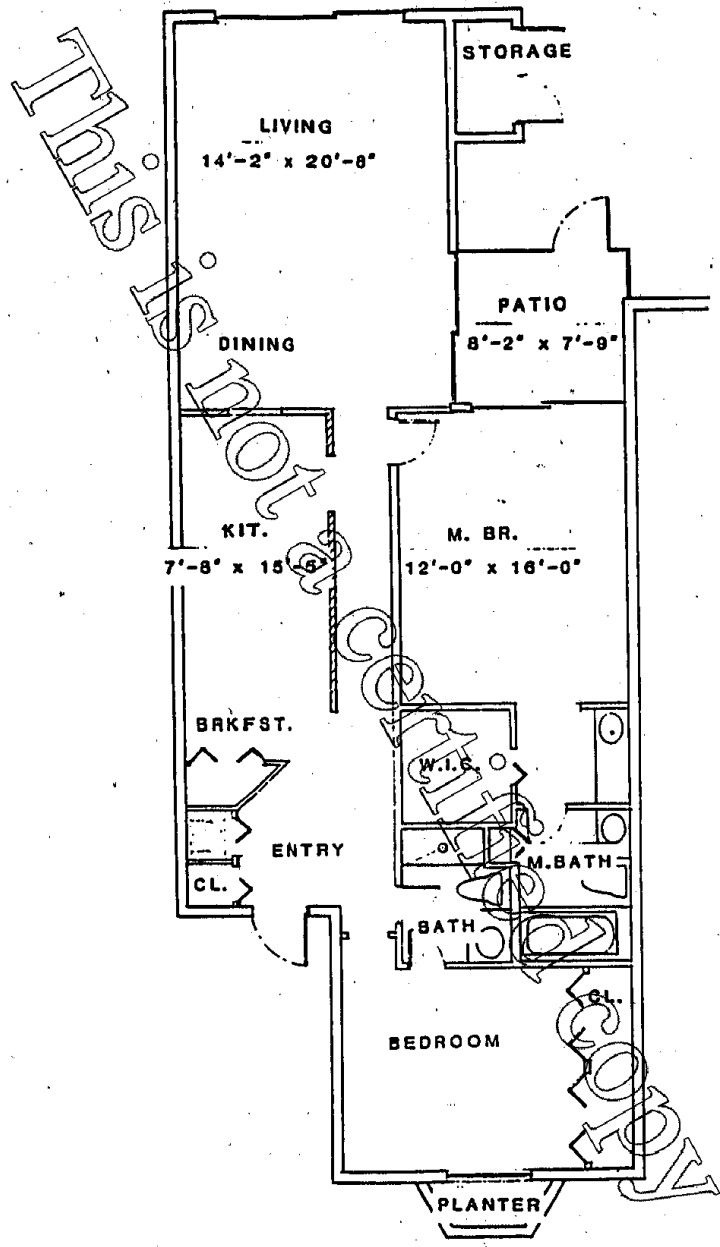


NOTE:
INTERIOR UNIT IDENTICAL
WITHOUT WINDOW & PLANTER

ISLES OF BOCA CONDOMINIUM, SECTION 1
Building 11, Phase I
UNIT TYPE E REVERSE

84899 P0126

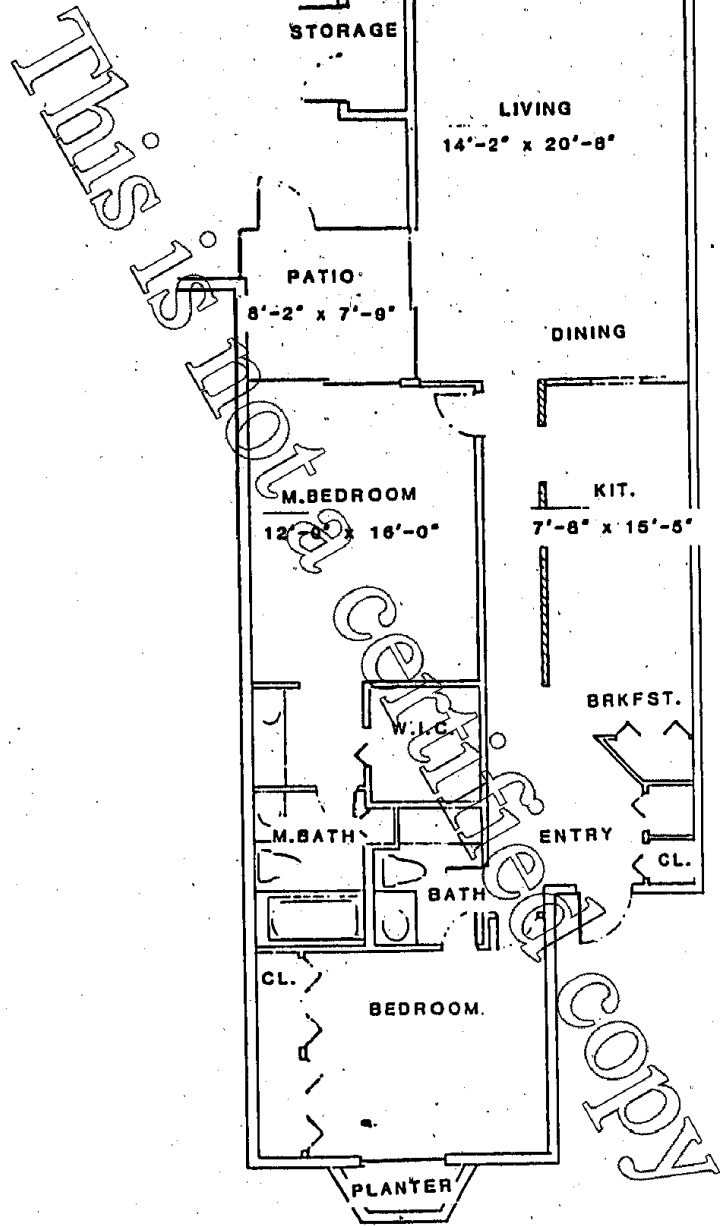
EXHIBIT "B"



ISLES OF BOCA CONDOMINIUM, SECTION I
Building 11, Phase I
UNIT TYPE F

B4899 P0127

EXHIBIT "B"



ISLES OF BOCA CONDOMINIUM, SECTION I
Building 11, Phase I
UNIT TYPE F REVERSE

84899 P0128

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EXHIBIT "C" TO
DECLARATION OF CONDOMINIUM

ISLES OF BOCA CONDOMINIUM, SECTION I

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

87899 P0129

EXHIBIT "C"

ISLES OF BOCA CONDOMINIUM, SECTION I
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
(See Note 1)

Building No. 1

Unit

1-A	A	5.8327
1-B	B	7.8361
1-C	C	8.0188
1-D	D	8.0188
1-E	D Reverse	8.0188
1-F	A Reverse	5.8327
1-G	B Reverse	7.8361

Building No. 11

11-A	E Reverse	6.3410
11-B	E Reverse	6.3410
11-C	F Reverse	5.2800
11-D	E Reverse	6.3410
11-E	E Reverse	6.3410
11-F	F	5.2800
11-G	E	6.3410
11-H	E	6.3410

3125-38

B4899 P0130

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

ARTICLES OF INCORPORATION OF ISLES OF BOCA
CONDOMINIUM ASSOCIATION, INC.

84899 P0131

This is
State of Florida
Department of State
Certificate
70007

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on May 28, 1986.

The document number of this corporation is N15135 non-profit

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the day of

28th May, 1986.

George Firestone
Secretary of State



CR2E022 (10-85)

87899 P0132

CR2E040 (4-84)

ARTICLES OF INCORPORATION FOR
ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC.

FILED
1986 MAY 28 PM 1:57
SECRETARY OF STATE
MIAMI, FLORIDA

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to the provisions of Chapter 617 and 718, Florida Statutes, 1983, as amended, and do certify as follows:

I

NAME

The name of this corporation shall be ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be herein referred to as the "Association".

II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111, Florida Statutes, 1983, as amended, for the operation of Isles of Boca Condominium, Section I, and any other condominium where the declaration thereof designates the Association as the entity responsible for its operation (collectively the "Condominium"); and for such other purposes as are set forth in the declaration of condominium for any condominium the Association is responsible for operating.

III

POWERS

The powers of the Association shall include and the Association shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers and duties set forth in Chapter 718, Florida Statutes, 1983, as amended (the "Condominium Act") and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration of Condominium as it may be amended from time to time.

2. The Association shall also have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and/or the Condominium Act.

IV

MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

1. The record owners of all condominium units in the Condominium shall be members of the Association and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a condominium unit in the Condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of the Declaration of

B4899 P0133

Condominium for the Condominium, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instruments establishing the acquisition and designating the unit affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the unit designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and the membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in this Condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each condominium unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one (1) unit shall be entitled to one (1) vote for each unit he owns.

5. The By-Laws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

6. In the event there is more than one (1) condominium governed by this Association, the membership in the Association shall be divided into classes pursuant to and as provided for under the By-Laws.

V
TERM

The term for which this Association is to exist shall be perpetual.

VI
SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Burton Silver	1100 West McNab Road Ft. Lauderdale, Florida 33309
Clifford A. Hope	1100 West McNab Road Ft. Lauderdale, Florida 33309
Richard M. Hawkshead	1100 West McNab Road Ft. Lauderdale, Florida 33309

VII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President,

B4899 P0134

Secretary and Treasurer and, if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall annually elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected annually from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible, provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are elected by the Board of Directors, or until their earlier resignation, removal from office or death, are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Burton Silver	1100 West McNab Road Ft. Lauderdale, FL 33432
Vice Pres./ Treasurer	Richard M. Hawkshead	1100 West McNab Road Ft. Lauderdale, FL 33432
Secretary	Clifford A. Hope	1100 West McNab Road Ft. Lauderdale, FL 33432

VIII
BOARD OF DIRECTORS

All corporate powers shall be exercised by, or under the authority of, and the business and affairs of the Association shall be managed under the direction of the Board of Directors (the "Board") of this corporation. The Board shall consist of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected in accordance with and in the manner set forth in the By-Laws.

The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their earlier resignation, removal from office or death, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Burton Silver	1100 West McNab Road Ft. Lauderdale, FL 33309
Richard M. Hawkshead	1100 West McNab Road Ft. Lauderdale, FL 33309
Clifford A. Hope	1100 West McNab Road Ft. Lauderdale, FL 33309

B4899 P0135

IX

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for in Article X hereof.

X

AMENDMENTS

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

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 (title of document)
See provision of (title of document) 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. Such approvals must be either by:

(1) 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

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

(3) 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.

Proviso: Provided however:

(4) 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 unit.

(5) That no amendment shall be made or be valid so long as the Developer is the owner of any unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing.

84899 P0136

(6) That no amendment shall be made or be valid which would in any way affect the liability or duties of the Association or Developer under the Declaration of Protective Covenants and Restrictions for Isles of Boca unless the approval of Developer is expressly noted thereon in writing.

(7) Notwithstanding anything to the contrary contained herein or in the Declaration, and provided the property rights of unit owners are not materially adversely affected, a defect, omission, error or inconsistency 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 Articles of Incorporation 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, omissions or inconsistency 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 of the Association in lieu of, but not in limitation of the use of, the aforesaid methods of amendment in this Article.

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, filed with the Secretary of State, State of Florida, pursuant to the provisions of applicable Florida Statutes, and a copy, certified by the said Secretary of State, shall be recorded in the Public Records of Palm Beach County, Florida, and shall be effective when recorded in the Public Records of Palm Beach County, Florida.

XI
INDEMNIFICATION

A. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him, in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem then proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

B4899 P0137

B. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. Any indemnification under Paragraph A above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraph A above. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by a majority of the members.

D. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

E. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

F. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

XII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the corporation is:

999 Brickell Avenue
Miami, Florida 33131

The name of the corporation's initial registered agent at such initial registered office is:

Glenn M. Lee

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XIII

CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium for Isles of Boca Condominium, Section I.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 24 day of March, 1986,

[Signature]
Burton B. Silver

[Signature]
Richard M. Hawkshead

[Signature]
Clifford A. Hope

XIV

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent of the above-named corporation.

[Signature]
Glenn M. Lee

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1986, by BURTON SILVER, as a subscriber to these Articles of Incorporation.

[Signature]
Notary Public, State of Florida at large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. JAN. 8, 1990 BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1986, by Richard M. Hawkshead, as a subscriber to these Articles of Incorporation.

[Signature]
Notary Public, State of Florida at large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. JAN. 8, 1990 BONDED THRU GENERAL INS. UND.

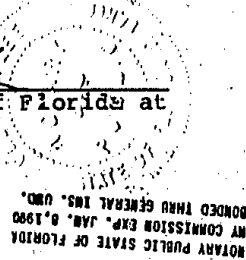
84899 P0139
84888

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1986, by CLIFFORD A. HOPE, as a subscriber to these Articles of Incorporation.

Glenn M. Lee
Notary Public, State of Florida at large

My Commission Expires:



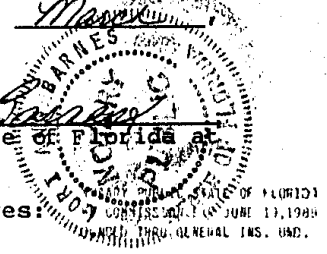
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STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were sworn to, subscribed and acknowledged before me this 24 day of March, 1986, by Glenn M. Lee as Registered Agent.

Glenn M. Lee
Notary Public, State of Florida at large

My Commission Expires:



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

BY-LAWS OF ISLES OF BOCA CONDOMINIUM
ASSOCIATION, INC.

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BY-LAWS
OF
ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
GENERAL

Section 1. The Name. The name of the Association shall be ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

Section 2. Principal Office: The initial principal office of the Association shall be at 999 Brickell Avenue, Miami, Florida 33131 or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: These By-Laws have been established to govern the affairs of the Association pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, 1983, as amended, and thereby for the further purpose of administering, operating, and managing ISLES OF BOCA CONDOMINIUM SECTION I (the "Condominium").

Section 4. Definition: As used herein, the term "Corporation" shall be the equivalent of "Association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of ISLES OF BOCA CONDOMINIUM, SECTION I (the "Declaration").

ARTICLE II
DIRECTORS

Section 1. Term. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be duly elected and have qualified, or until his earlier resignation, removal from office or death.

Section 2. Number and Representation: The number of directors which shall constitute the Board of Directors (the "Board") shall not be less than three (3) nor more than fifteen (15), the number to be determined, from time to time, by the members. Each director, except for those directors named in the Articles of Incorporation of the Association, shall be a member of the Association.

Section 3. Election: Members of the Board of Directors shall be elected in accordance with the following provisions:

A. Directors shall be elected solely by the members of the Condominium.

B. Election of Directors shall be held at the annual members' meeting.

C. A nominating committee of three (3) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each directorship then in existence. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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D. The election shall be by ballot (unless dispensed with by unanimous consent) and by a majority of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

E. The Directors who are named in the Articles of Incorporation for the Association shall serve until:

(i) A meeting of the members of the Association other than the Declarant shall be held when unit owners other than the Declarant own fifteen percent (15%) of the condominium units that will be operated ultimately by the Association, as evidenced by the conveyance of such number of units to unit owners other than the Declarant, for the sole purpose of electing not less than one-third (1/3) of the members of the Board of Directors.

(ii) A meeting of the members of the Association other than the Declarant shall be held: three (3) years after the closing of fifty percent (50%) of the condominium units which will be operated ultimately by the Association, as evidenced by the conveyance of such number of units to unit owners other than the Declarant; or three (3) months after the closing of ninety percent (90%) of the condominium units which will be operated ultimately by the Association, as evidenced by the conveyance of such number of units to the unit owners other than the Declarant; or when all units which will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Declarant in the ordinary course of business; or when some of the units which will be operated ultimately by the Association have been sold, and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business, whichever shall first occur, for the sole purpose of electing not less than a majority of the members of the Board of Directors.

(iii) The meetings of members of the Association other than the Declarant as described in subsections (i) and (ii) above, shall be held within sixty (60) days after unit owners other than the Declarant are entitled to elect members of the Board of Directors as aforesaid, and the Association shall call and give notice of said meeting not less than thirty (30) days nor more than forty (40) days prior to the date of said meeting. Any unit owner shall be entitled to call and give notice of said meeting as aforesaid in the event the Association fails to do so.

(iv) Notwithstanding anything to the contrary contained herein, so long as Declarant holds five (5) percent of the condominium units in the Condominium for sale in the ordinary course of business, Declarant shall be entitled to elect at least one (1) member of the Board of Directors.

(v) For purposes of this Section 3, sixty-nine (69) units shall be considered the number of units which will be operated ultimately by the Association, unless the Declarant gives the Association written notice that a lesser number of units shall be so operated.

Section 4. First Board of Directors: The First or Initial Board of Directors shall consist of Burton Silver, Clifford A. Hope, and Kenneth A. Joyce who shall hold office and reasonably exercise control of the Association as provided herein. The foregoing named directors and all other directors the Declarant is entitled to elect shall be referred to herein as "Declarant Controlled Directors". The Declarant shall have the right at any time by written notice furnished to the Secretary of the Association to remove any Declarant Controlled Director and to appoint or elect Declarant Controlled Directors to vacancies on the Board

84899 P0143

of Directors which are to be filled by Declarant Controlled Directors, whether such vacancies have occurred by removal, resignation, death, disqualification, or otherwise, of the prior director or because of the establishment of a new directorship on the Board of Directors.

Section 5. Removal: Directors, other than Declarant Controlled Directors, may be recalled and removed from office with or without cause by an affirmative vote or agreement in writing of a majority of the entire membership of the Association. A special meeting of the members of the Association to recall a member or members of the Board may be called by ten percent (10%) of the members of the Association giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

A. If the recall is approved by a majority of all members by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board shall turn over to the Board any and all records of the association in their possession, within 72 hours after the meeting.

B. If the proposed recall is by an agreement in writing by a majority of all members, the agreement in writing shall be served on the association by certified mail. The Board shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the Association in their possession, or proceed as described in subsection C.

C. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division of Florida Land Sales, Condominiums and Mobile Homes, a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division of Florida Land Sales, Condominium and Mobile Homes may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within 72 hours of the effective date of the recall.

D. No director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, except for the first or initial Board of Directors.

Section 6. Vacancies: If the office of any director other than Declarant Controlled Directors, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a majority vote of the whole Board of Directors as provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 7. Resignation: Any director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

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Section 8. Powers: The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Declaration of Protective Covenants and Restrictions for Isles of Boca; the Articles of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. In general, to maintain, manage and operate the condominium property, and to make and collect assessments and establish the time within which payment of same are due and to determine the annual budget as provided in the Declaration;

B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care, and preservation referred to above;

D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the Association.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or maintenance manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the buildings. To employ workmen, janitors, gardeners and maintenance men, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels, and for the use of other condominium property and any property owned or subject to regulation by the Association;

I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all 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, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or

B4899 P0145

indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land;

J. To act on behalf of and represent unit owners, members, and the Association with respect to their rights and obligations under the Declaration of Protective Covenants and Restrictions for Isles of Boca.

K. To act in such other matters as provided in the Declaration of Condominium and the Condominium Act.

Section 9. Meetings:

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general meeting of the members, and immediately after the adjournment of same.

B. The Directors, may by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice to Directors of such regular meetings of the Board of Directors shall be required. Special meetings of the Board may be called by the President on five (5) days written notice to each Director. Special meetings shall be called by the Secretary and President in a like manner and on like notice on the written request of two (2) directors. Notwithstanding the foregoing, no notice to Directors of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. Meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance of such meeting, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered shall specifically contain a statement that assessments will be considered and the purpose or purposes of any special assessment shall be set forth. Any director shall be entitled to waive notice of a meeting either prior to, at or after said meeting by written instrument of waiver furnished to the Secretary of the Association, which shall be placed within the minutes.

C. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

D. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by all unit owners, or their authorized representatives, and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 10. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of minutes of last meeting;

- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 11. Annual Statement: Subsequent to the first election of Directors, the Board shall present, not less often than at the annual meeting, a full and clear statement of the business and condition, and a summary of the accounting records, of the Association.

Section 12. Annual Budget: 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, as provided in the Declaration of Condominium. Not less than fourteen (14) days prior to the meeting at which the annual budget will be considered by the Board of Directors, a copy of such annual budget proposed for adoption together with a written notice of the time and place for the meeting at which the adoption of such budget shall be considered, shall be mailed to each unit owner. The meeting of the Board of Directors during which said annual budget shall be considered shall be open to the attendance of all unit owners. If the annual budget as adopted by the Board of Directors requires assessment against the unit owners for any fiscal year or calendar year of the budget, as the case may be, exceeding that amount specified in Section 718.112(f), Florida Statutes, as amended from time to time, then, upon written application of ten percent (10%) of the unit owners to the Board, the Board shall call a special meeting of unit owners to be held and notices given therefore in accordance with the provisions of said statute. At the special meeting of unit owners, the unit owners shall consider and adopt the budget; provided, however, the adoption of said budget at such special meeting shall require a vote of not less than a majority of the entire membership of the Association. Notwithstanding the foregoing, the Board of Directors may elect to propose the annual budget to the unit owners at a meeting of members or by written notification of said proposal to each of the unit owners and if such proposed annual budget shall be approved by the unit owners at such meeting, or by a majority of the entire membership in writing, such budget shall be adopted and shall not thereafter be subject to a re-examination by the unit owners as aforescribed. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the board of directors shall go into effect as scheduled. In determining whether assessments exceed the amount specified in Section 718.112(f), Florida Statutes, as amended from time to time, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis and there shall also be excluded from such computation assessments and reserves for betterments to the condominium property as may be imposed by the Board of Directors.

Notwithstanding the foregoing, as long as the Declarant is in control of the Board, the Board shall not impose an assessment for any year greater than the amount specified in Section 718.112(f), Florida Statutes, as amended from time to time, without the approval of a majority of all members of the Association.

The proposed annual budget shall be detailed and shall show the amounts budgeted by account and expense classification, including, if applicable, but not limited to, those expenses in Section 718.504(20), Florida Statutes (1981), as amended.

B4899 P0147

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

Section 13. Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

A. The plans, permits, warranties, and other items provided by the developer pursuant to Section 718.301(4);

B. A photocopy of the recorded declaration of each condominium operated by the Association and all amendments thereto;

C. A photocopy of the recorded By-Laws of the Association and all amendments thereto;

D. A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

E. A copy of the current rules of the Association;

F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;

G. A current roster of all Unit Owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;

H. All current insurance policies of the Association and Condominiums operated by the Association;

I. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility;

J. Bills of sale or transfer for all property owned by the Association;

K. Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All audits, reviews, accounting statements, and financial reports of the association or condominium.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

L. Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which the proxy was given.

M. All rental records where the Association is acting as agent for the rental of condominium units.

1. The official records of the Association shall be maintained in the county in which is located the condominium.

2. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member.

Section 13. Representation in the Event the Association Governs More than One Condominium. In the event the Association governs more than one condominium, then representation on the Board of Directors shall be as follows: Three (3) directors at large shall be elected by majority vote of the membership of the Association, plus one director for each condominium in existence at the time of such election (as evidenced by a recorded declaration) for which the Association is designated as the entity responsible for its respective operation shall be elected by majority vote of the membership of the respective condominiums; so that in addition to the three (3) directors elected at large, each condominium as described shall have at least one (1) representative on the Board of Directors. Each member of the Board of Directors shall have equal powers, rights and obligations.

ARTICLE VII

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer and such Assistant Secretaries and Assistant Treasurers as determined by the Board of Directors all of said officers shall be elected annually by the Board of Directors. Any two of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of the Board.

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

84899 P0149

Section 5. The President:

A. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors; shall be an ex-officio member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect;

B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Association, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the Association.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one (1) or more books provided for that purpose; and all such minutes shall be available for inspection by the unit owners and Board members at such reasonable times as determined by the Board of Directors;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member as it is furnished.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence; and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. The Treasurer shall maintain, according to good accounting practices, full and accurate accounts of receipts, expenditures and disbursements in books belonging to the Association and he shall also keep an account for each unit owner which shall designate the name and address of the unit owner, the amount of each assessment, the dates on and amounts in which the assessments come due, the amounts paid upon the account and the balance due. Said accounts shall be available for inspection by unit owners or their authorized representatives at such reasonable times as determined by the Board of Directors, and written summaries of same shall be supplied, at least annually, to unit owners or their authorized representatives.

B. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, and these By-Laws.

C. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the

regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

D. He may be required to give the Corporation a bond with one or more sureties, in a sum determined to be satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation.

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

Section 10. Fidelity Bonds: All officers, directors or employees of the Association who control or disburse funds of the Association shall be fidelity bonded. Such coverage to be in the form of fidelity bonds which meet the following requirements:

A. Such bonds shall name the Association as an obligee;

B. Such bonds 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 by the Condominium budget; or (2) \$10,000.00.

C. The premium on such bonds shall be paid by the Association.

D. The fidelity bonds must include a provision allowing for ten (10) days prior written notice to the Association before the fidelity bond may be cancelled or substantially modified for any reason whatsoever.

Section 11. Vacancies: If the office of the President, Vice President, Secretary, Treasurer, or other officers, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 12. Resignation: Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

84899 P0151

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this Association. Membership in the Association shall be limited to the owners of the various condominium units in Isles of Boca Condominium, Section I, who shall automatically become members of said Association, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. The transferor, in such instance, shall automatically cease to be a member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium unit and his undivided interest in the common elements of the condominium, such transfers shall be subject to the procedures set forth in the Declaration.

Section 3. Each member shall be entitled to one (1) vote for each unit which he, she, or it owns in the management of the Association and, as to the election of directors, shall likewise be entitled to one vote for each unit which he, she, or it owns. No unit owner will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event that the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium unit, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

Section 5. If a unit is owned by one (1) 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 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 in the case of a corporation by the president or vice president and attested by the secretary or assistant secretary of appointment signed in the case of a corporation by the president or vice president and attested by the secretary or assistant secretary of the corporation and for such other entities, by a duly authorized representative thereof, and filed with the Secretary of the Association. Such certificate shall be valid until revoked, superseded by a subsequent certificate, or there is 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.

Section 6. In the event this Association governs more than one (1) condominium, then membership in the Association shall be divided into classes with a separate class of members for each of the condominiums. The matters which require the vote of the membership shall be voted on as follows:

(a) Matters relating to a single condominium, and which do not affect the Association as a whole or the rights and interests of Unit Owners in the remaining condominiums, shall be voted on by the class of members owning units in that condominium;

B4899 P0152

(b). Matters relating to the Association as a whole, or which affect the rights and interests of all, or substantially all, of the Unit Owners, shall be voted on by the membership at large.

The decision as to whether a matter should be voted on by one or more (but not all) classes of membership, or by the membership at large, shall be determined by the Board of Directors in accordance with the provisions of the Declarations, these By-Laws and the Articles.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the Association, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings shall be held on the second Wednesday of February of each succeeding year at 8:00 P.M., E.S.T., at the office of the Association or such other place as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least fourteen (14) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by units, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any member throughout such time.

Section 4. Special Meeting: Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or, after the First Election of Directors at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subject matters stated in the notice thereof.

Section 5. Notices: Written notice of all meetings including annual meetings shall be given to each unit owner not less than fourteen (14) days prior to such meetings and shall be posted in a conspicuous place on the condominium property. The written notice shall state the time, place and object thereof, and shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Association. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner and an affidavit by an officer of the Association affirming that notices of the Association meetings were mailed or hand delivered in accordance with the By-Laws, to each unit owner at the addresses last furnished to the Association shall be retained as proof of such mailing. Notwithstanding the foregoing, notice of such meetings may be waived by any unit owner, if delivered prior to, at or subsequent to, such meeting to the Secretary of the Association in writing.

Section 6. Quorum: Fifty-one percent (51%) of the total number of members of the Association present in person or represented by written proxy shall be a requisite to and shall constitute a quorum at all meetings of the members for the

transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than an announcement at the time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 8. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

Section 9. Waiver and Consent: Whenever the vote of members is required or permitted by any provision of the statutes or the Articles of Incorporation or of these By-Laws to be taken at a meeting in connection with any action of the corporation, the meeting and vote of the members may be dispensed with if all the members who would have been entitled to vote upon the action at such meeting if such meeting were held shall consent in writing to such action being taken.

Section 10. Order of Business: The order of business at annual meetings of members, and as far as practical at all other members' meetings, shall be:

- A. Calling of the roll and certifying of proxies;
- B. Proof of Notice of Meeting or Waiver of Notice;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of Directors;
- G. Unfinished Business;
- H. New Business;
- I. Adjournment.

Section 11. Parliamentary Rules: Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium or these By-Laws.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such

notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed wrapper, addressed as appears on the books of the Association.

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

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Association.

Section 2. Accounts: The funds and expenditures of the Association shall be apportioned, collected, credited, and charged in accordance with and pursuant to the Declaration of Condominium.

Section 3. Assessment of Unit Owners: Assessments against the Condominium Unit Owners for their share of the items set out in the budget shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. Until the first annual assessment shall be determined by the Board of Directors of the Association, assessments shall be as set forth in the initial operating budget for the Condominium.

Section 4. Assessment of Declarant: During such time as the Declarant holds units in the Condominium for sale in the ordinary course of business, the Association shall take none of the following actions without the approval, in writing, of the Declarant.

A. Assessment of the Declarant as a unit owner for capital improvements.

B. Any action by the Association that would be detrimental to the sale of units by the Declarant.

Section 5. Termination: The termination of ownership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

84899 P0155

Section 6. Depository: The Depository of the Association will be such banks and/or savings and loan associations as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

Section 7. Initial Working Capital Contributions: The initial working capital contributions, if any, made by the Declarant's immediate grantees to the Association, may be used by the Association for any of its purposes, including current expenses upon expiration of the Guarantee Period as provided for in Paragraph 12 of the Declaration of Condominium, and the same need not be segregated or reserved.

ARTICLE VIII

SEAL

The seal of the corporation shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

RULES AND REGULATIONS

Section 1. As to Common Areas: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium, property owned by the Association or subject to regulation by the Association, and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property a copy of the rules and regulations adopted from time to time by the Board of Directors. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision.

Section 2. As to Condominium Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision.

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of

Directors or manager acting on behalf of the Association, may foreclose the lien encumbering the Condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid-in the condominium unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Directors or manager acting in behalf of the Association or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the Association and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium unit owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the Association becomes the owner of a condominium unit by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments, all sums advanced to meet taxes or prior encumbrances and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and furnishing of the condominium unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium unit in question.

B. In the event of a violation of a provision of the Declaration of Condominium, the Rules and Regulations of the Condominium, the Articles of Incorporation or these By-Laws, as the same are now or may hereafter be constituted, the Association, on its own behalf or by and through the Board of Directors or manager, may bring appropriate action to enjoin such violations or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate. In the event of such legal action brought against a condominium unit owner, the non-prevailing party shall pay the prevailing party reasonable attorney's fee and court costs. In addition to pursuing any legal action, the Association may levy reasonable fines against a unit for failure of the owner of the unit or its occupant, licensee or invitee to comply with any provisions of the Declaration of Condominium, these By-Laws or the reasonable rules and regulations of the Association. No fine shall become a lien against a unit. No fine shall exceed Fifty (\$50.00) Dollars nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing of the unit owner and, if applicable, its licensee or invitee. These provisions concerning fines shall not apply to unoccupied units.

C. Each owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such

expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its right of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said owner as a specific item, which shall, until paid in full, be a lien against his unit with the same force and effect as if the charges were a part of the common expenses.

D. No Waiver of Rights: The failure of the Association or an owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or owner to enforce such right, provision, covenant or condition in the future.

E. Election of Remedies: All rights, remedies, and privileges granted to the Association or an owner pursuant to any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents.

F. Generally. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels, and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The Secretary of the Association shall maintain a register in the Association office listing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of an interest in a condominium unit or a lease of a condominium unit shall be accompanied by a fee in the amount of Fifty (\$50.00) Dollars, or such other fee as may be provided by the Florida Condominium Act, as amended from time to time. Provided however no fee shall be required for the renewal or extension of a Lease.

Section 3. The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium units. Any pledgee or mortgagee of a condominium unit may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

B4899 P0158

ARTICLE XII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the Association shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Palm Beach County, the State of Florida, or the United States of America.

ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the Association in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended in the manner set forth in the Declaration of Condominium for Isles of Boca Condominium, Section I as filed in the Public Records of Palm Beach County, Florida.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent in writing. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided, further that no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of units without the consent in writing of said Declarant and mortgagees in each instance.

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

ARTICLE XV

TRANSFER OF ASSOCIATION CONTROL

Prior to or within a reasonable time after unit owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or

B7899 P0159

controlled by the Declarant, including but not limited to those items as described in Section 718.301(4), Florida Statutes, 1983, as amended.

ARTICLE XVI

REAL PROPERTY TAXES

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

ARTICLE XVII

CONSTRUCTION

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

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

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

ARTICLE XVIII

LIENS

A. All liens against a unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the condominium documents or bylaw, whichever is sooner.

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

C. An owner shall give notice to the Association of every suit or other proceeding which will or may affect title to this unit or any part of the property, such notice to be given within five (5) days after the owner receives notice thereof.

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

E. The Association shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the

B4899 P0160

Association shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the Association may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XIX

ARBITRATION

Internal disputes arising from the operation of the condominium among Unit owners, the Association, and their agents and assigns may be submitted to voluntary binding arbitration. The voluntary binding arbitration hearing shall be conducted by an arbitrator employed by the Department of Business Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes.

ARTICLE XX

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damages caused by a latent condition in the property, nor for injury or damage caused by the elements, or other owners or persons.

APPROVED AND DECLARED AS THE BY-LAWS OF ISLES OF BOCA CONDOMINIUM ASSOCIATION, INC., this 30 day of May, 1986.

(SEAL)

By: [Signature]

Secretary

ATTEST:

[Signature]

President

(SEAL)

Isles of Boca
Condominium
Association
Inc.
CORPORATE
SEAL

3125-18

Top Copy
Isles of Boca Condominium Association Inc. Corporate Seal

84899 P0161

This is not a certified copy

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE II) (PROPOSED)

84899 P0162

DESCRIPTION: BUILDING 2 - PHASE 2

A portion of Tract 73 of BOCA DEL MAR NO. 7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210, through 217, inclusive, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the Southeast corner of said Tract 73; thence South $89^{\circ}32'51''$ West, along the South line of said Tract 73, a distance of 986.15 feet; thence North $00^{\circ}27'09''$ West, at right angles to the last described course, a distance of 50.00 feet to the POINT OF BEGINNING; thence South $89^{\circ}32'51''$ West, a distance of 146.75 feet; thence North $00^{\circ}27'09''$ West, a distance of 100.00 feet; thence North $39^{\circ}22'29''$ East, a distance of 36.71 feet to an intersection with a curve concave to the North and whose radius point bears North $39^{\circ}22'29''$ East; thence Easterly along the arc of said curve, having a radius of 54.00 feet, a central angle of $39^{\circ}49'39''$, an arc distance of 37.54 feet to the point of tangency; thence North $89^{\circ}32'51''$ East, a distance of 70.84 feet to the point of curvature of a curve concave to the North; thence along the arc of said curve, having a radius of 50.00 feet, a central angle of $29^{\circ}51'50''$, an arc distance of 18.21 feet; thence South $00^{\circ}27'09''$ East, a distance of 118.95 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.392 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 BOCA DEL MAR NO.7 as recorded in Plat Book 30, Pages 210-217, incl, of the Public Records of Palm Beach County, Florida.

CERTIFICATE:

I hereby certify to PALM D'ORO DEVELOPMENT CORPORATION, STUZIN AND CAMNER, PROFESSIONAL ASSOCIATION and FIRST AMERICAN TITLE INSURANCE COMPANY 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, as surveyed under my responsible direction this 11th day of March, 1986.

DARBY AND WAY, INC.
By: Gregory E. Darby
Registered Land Surveyor No. 2990
State of Florida
807-0202
November 11, 1985
Rev. 1/14/86
Rev. 2/17/86
Rev. 3/13/86
DER:cas

84899 P0163

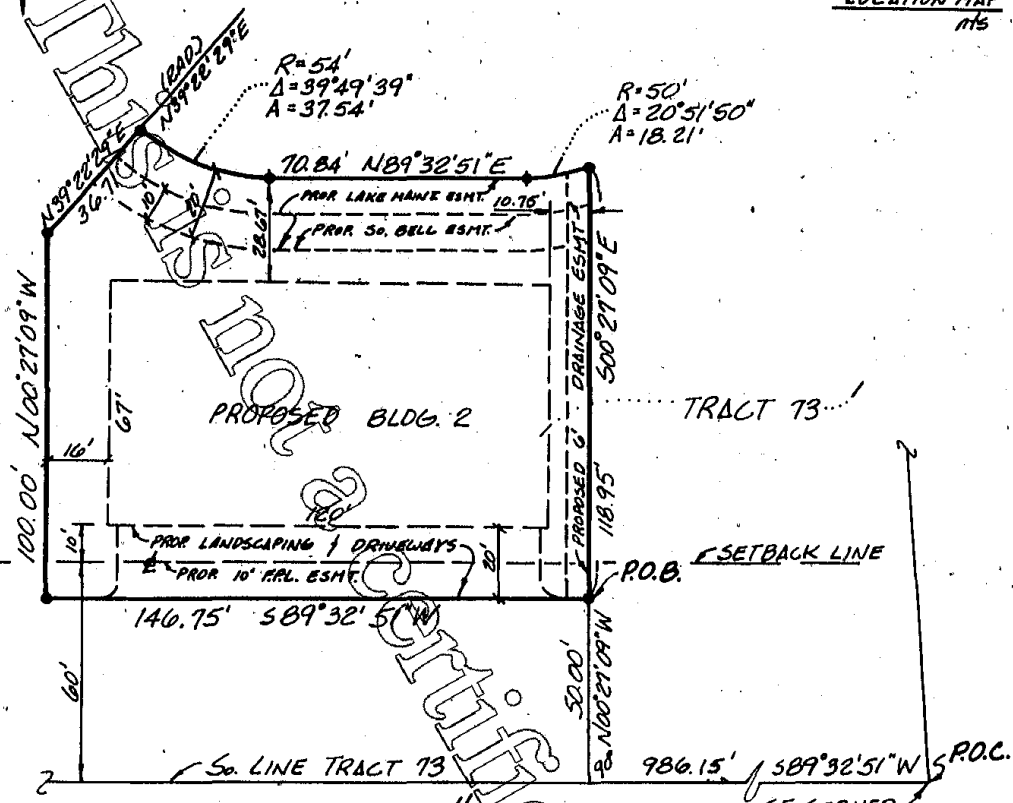
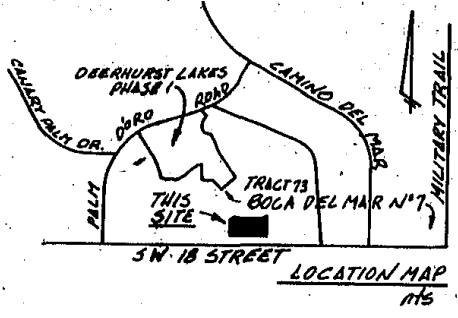
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EXHIBIT "G" TO
DECLARATION OF CONDOMINIUM
ISLES OF BOCA CONDOMINIUM, SECTION I

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

87899 P0164

SKETCH OF SURVEY
BUILDING 2 - PHASE 2



• DENOTES SET IRON ROD
W/CAP # 2707

Original Copy

B4899 P0165

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.

SHEET 2 of 2

00.0202

Darby and Way, Inc.
PROFESSIONAL SURVEYING AND ENGINEERING
6300 N.E. 14th AV. FT. LAUDERDALE, FLORIDA 33354
308-771-0081

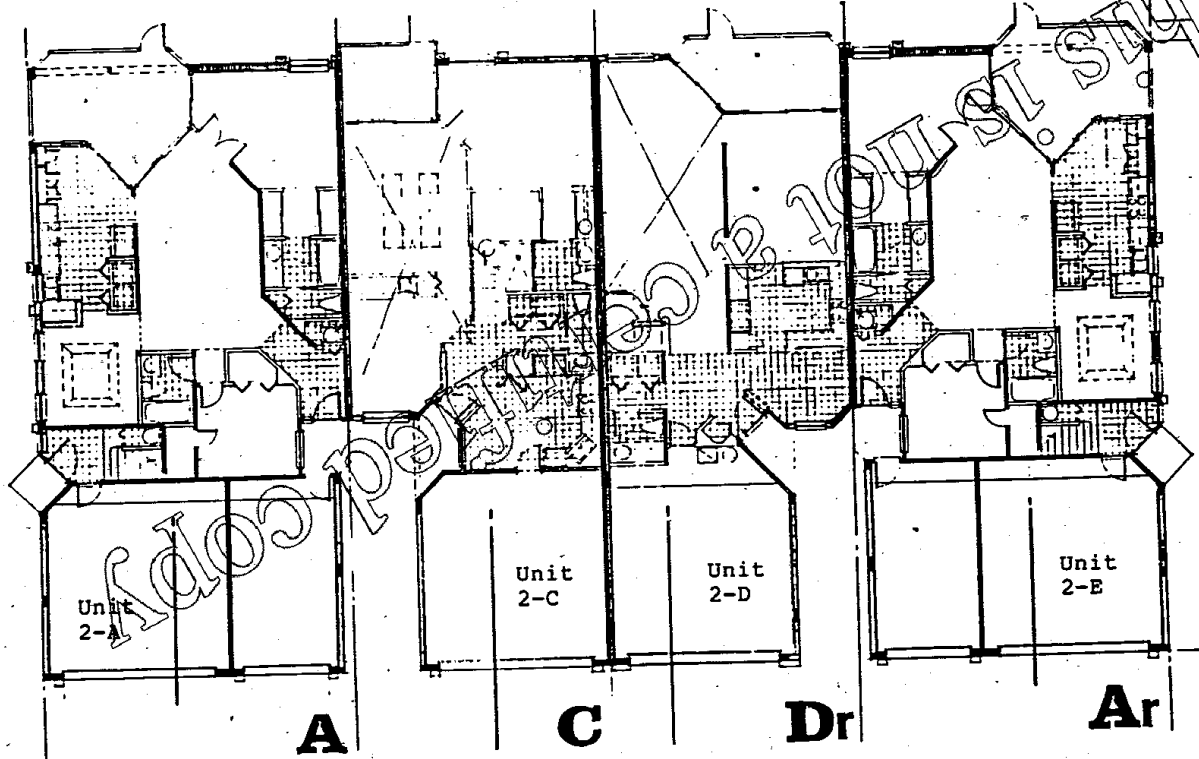
SCALE	REVISIONS	DATE	BY	CHECK	FIELD BOOK
1" = 40'	ADD'D 10' SETBACK	11.11.85	J.S.C.	J.M.D.	192/52
	ADD'D 10' SETBACK AND 5' BELL ESMT. ETC.				
	REV. TO 1981 LOG - 946.16' TO 946.13' COR.				
	ADD DRAIN CONNECTION SET; REV.				
	NOTES + COR.				

B4899 P0166

ISLES OF
B O C A

SECTION I

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



1st FLOOR
BUILDING #2

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

EXHIBIT "G"

B4899 P0167

ISLES OF
B O C A

SECTION I

The designation of Unit type C or Unit type D includes Unit types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

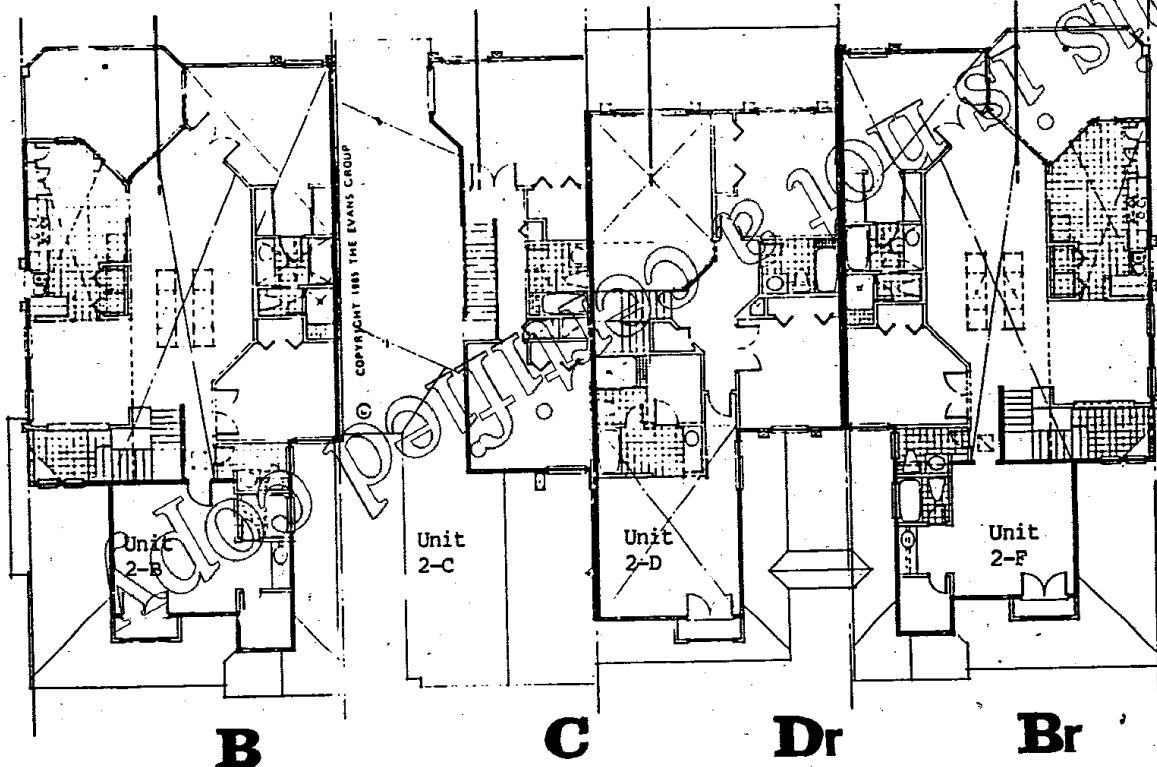


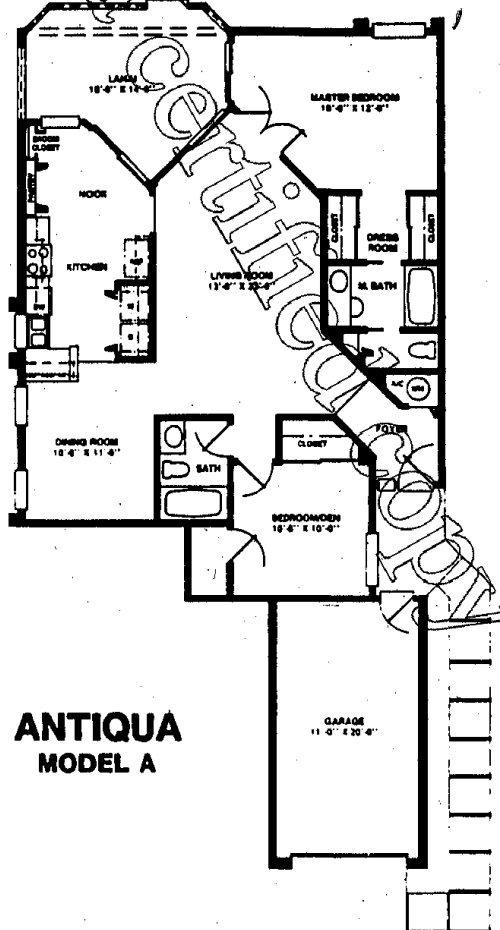
EXHIBIT "G"

2nd FLOOR
BUILDING #2

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

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ISLES OF BOCA
CONDOMINIUM, SECTION I



**ANTIQUA
MODEL A**

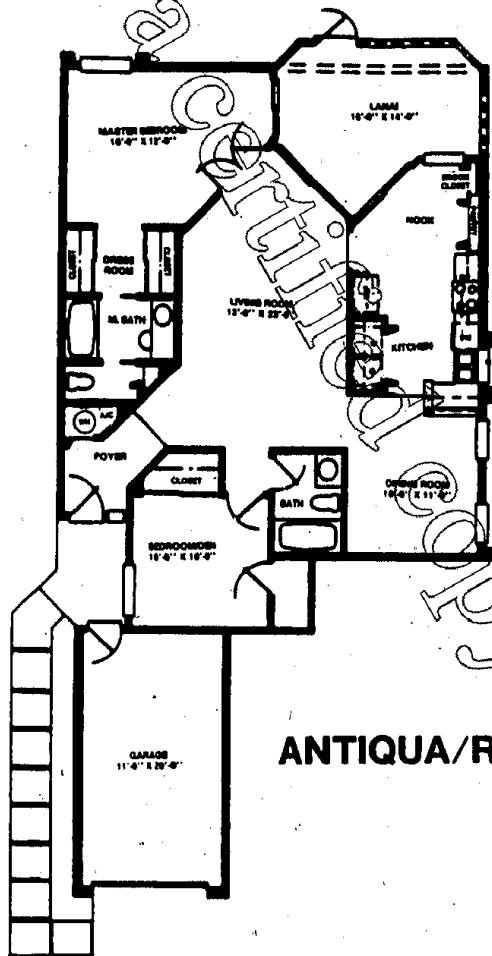
UNIT TYPE A

87899 P0168

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**ISLES OF
BOCA**

CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

UNIT TYPE A REVERSE

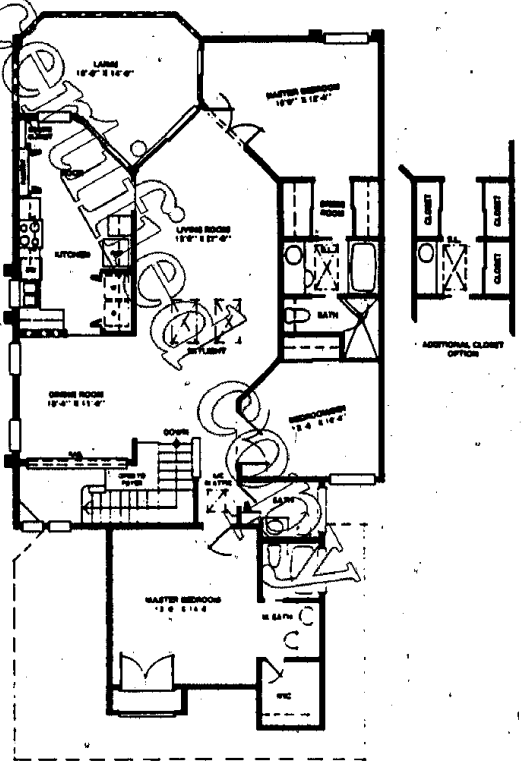
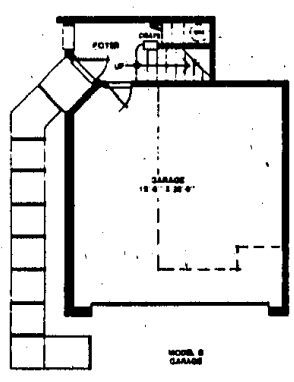
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ISLES OF BOCA

CONDOMINIUM, SECTION I

**BERMUDA
MODEL B**

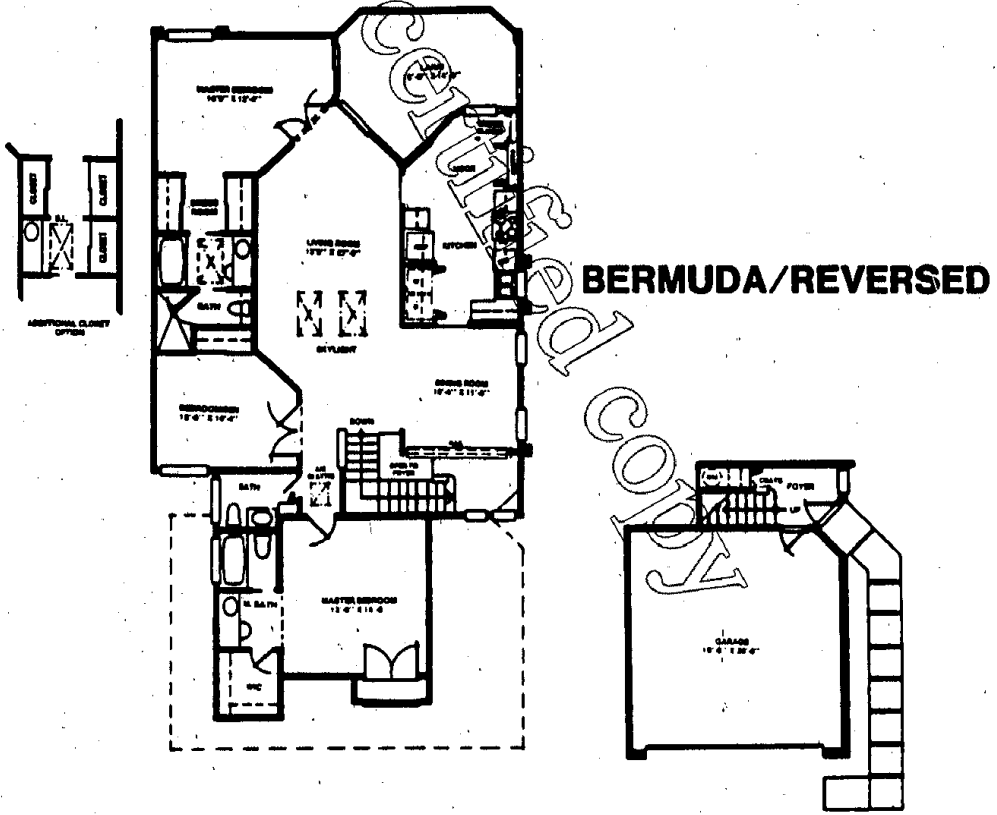


UNIT TYPE B

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ISLES OF
B O C A
 CONDOMINIUM, SECTION I

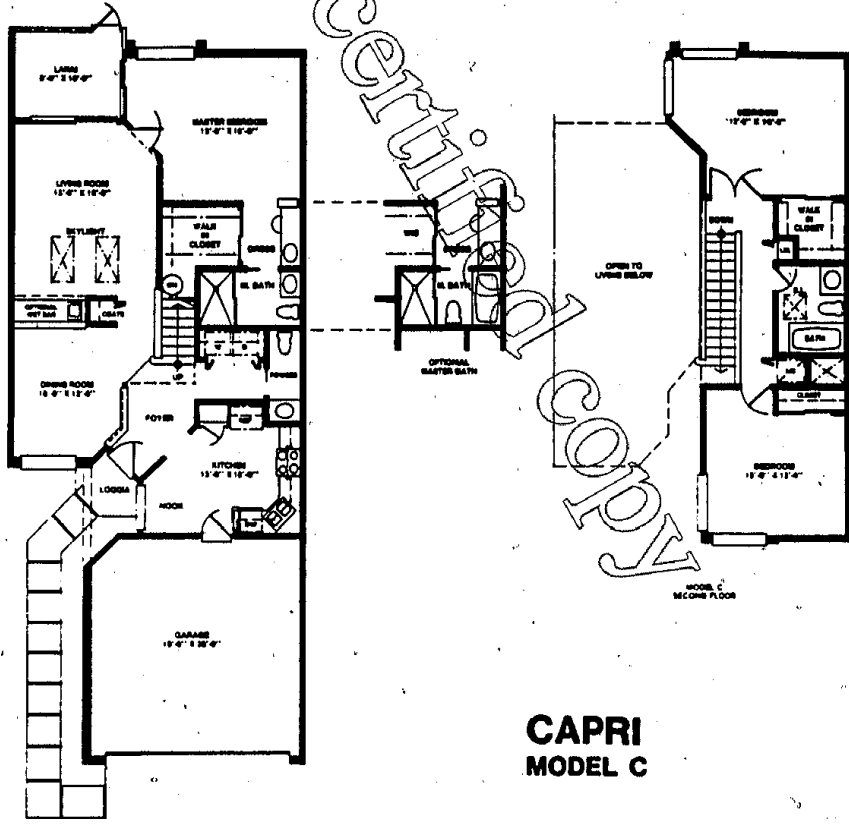


84899 P0171

UNIT TYPE B REVERSE

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ISLES OF BOCA
CONDOMINIUM, SECTION I



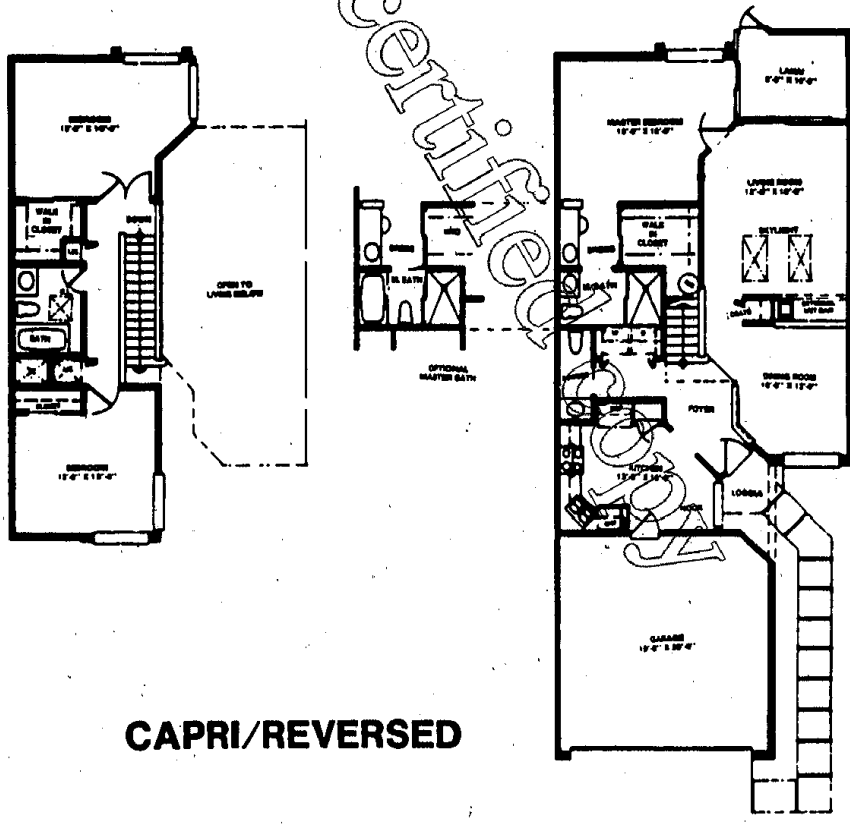
**CAPRI
 MODEL C**

UNIT TYPE C

B4899 P0172

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ISLES OF BOCA
CONDOMINIUM, SECTION I



CAPRI/REVERSED

UNIT TYPE C REVERSE

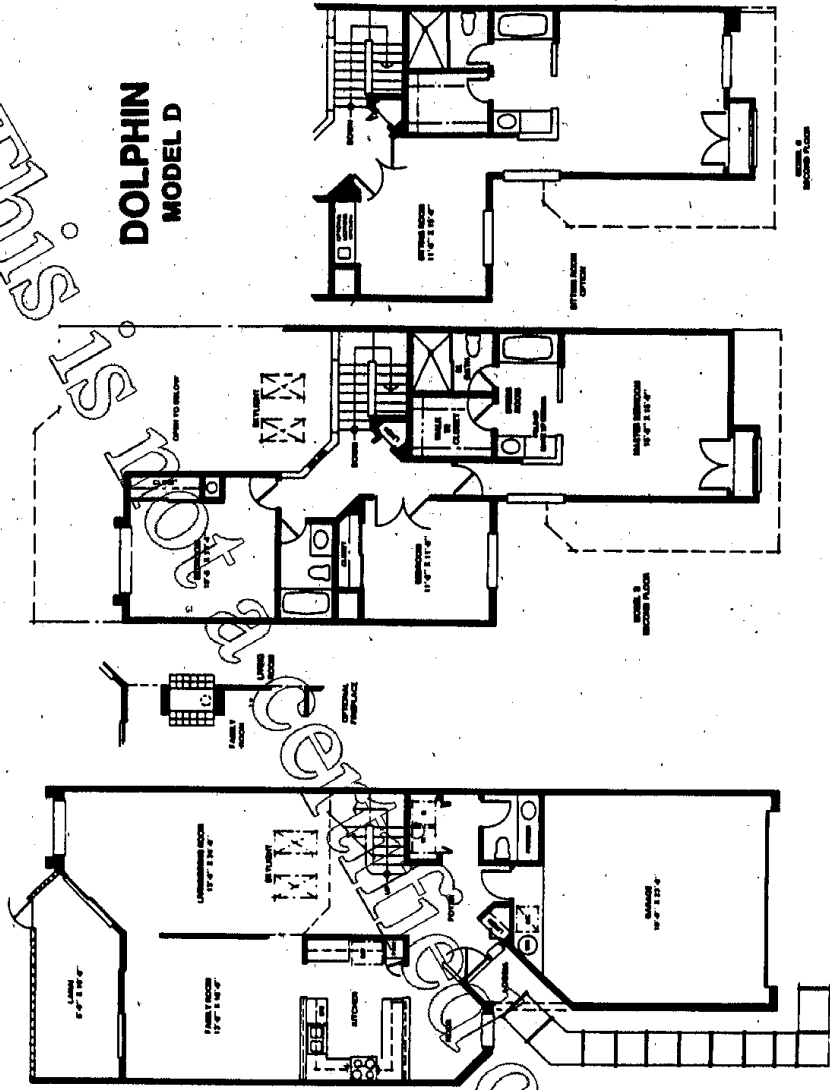
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ISICS OF
B O C A
CONDOMINIUM, SECTION I

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DOLPHIN
MODEL D



UNIT TYPE D

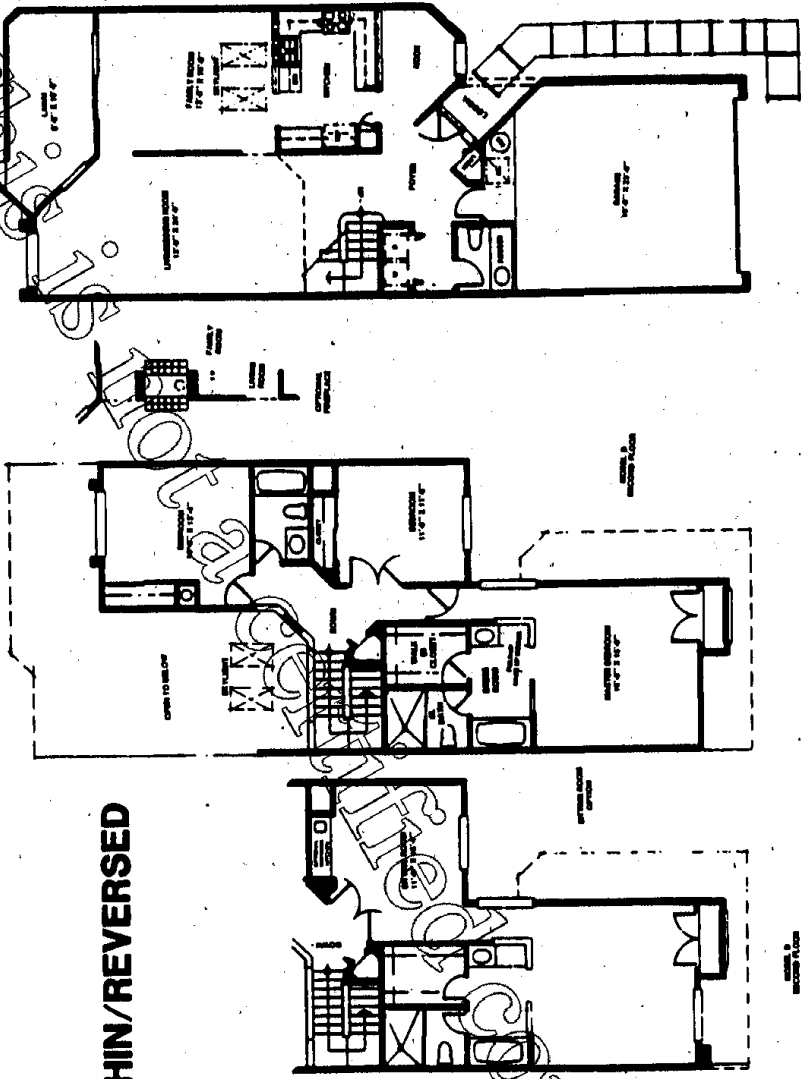
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84899 P0175

ISLES OF BOCA RA

CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE I) (PROPOSED)

B4899 P0176

DESCRIPTION: BUILDING 3 - PHASE 3

A portion of Tract 73 of BOCA DEL MAR NO. 7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 through 217, inclusive, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the Southeast corner of said Tract 73; thence South $89^{\circ}32'51''$ West, along the South line of said Tract 73, a distance of 817.01 feet; thence North $00^{\circ}27'09''$ West, at right angles to the last described course, a distance of 50.00 feet to the POINT OF BEGINNING; thence South $89^{\circ}32'51''$ West, a distance of 169.14 feet; thence North $00^{\circ}27'09''$ West, a distance of 118.95 feet to an intersection with a curve concave to the Northwest and whose radius point bears North $21^{\circ}19'00''$ West; thence Northeasterly along the arc of said curve, having a radius of 50.00 feet, a central angle of $33^{\circ}09'25''$, an arc distance of 28.93 feet; thence South $54^{\circ}28'25''$ East, a distance of 56.48 feet; thence North $89^{\circ}32'51''$ East, a distance of 100.00 feet; thence South $65^{\circ}09'00''$ East, a distance of 0.98 feet to the point of curvature of a curve concave to the Southwest; thence along the arc of said curve, having a radius of 15.00 feet, a central angle of $50^{\circ}09'00''$, an arc distance of 13.13 feet to the point of tangency; thence South $15^{\circ}00'00''$ East, a distance of 63.66 feet to the point of curvature of a curve concave to the Northwest; thence along the arc of said curve, having a radius of 25.00 feet, a central angle of $104^{\circ}32'51''$, an arc distance of 45.62 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.469 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 BOCA DEL MAR NO.7 as recorded in Plat Book 30, Pages 210-217, incl, of the Public Records of Palm Beach County, Florida.

CERTIFICATE:

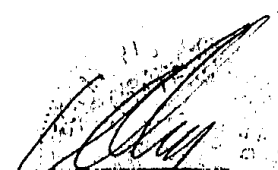
I hereby certify to PALM D'ORO DEVELOPMENT CORPORATION, STUZIN AND CAMNER, PROFESSIONAL ASSOCIATION and FIRST AMERICAN TITLE INSURANCE COMPANY that this SKETCH and LEGAL DESCRIPTION is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards for Land Surveying 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
80-0202
November 11, 1985
Rev. 1/14/86

DR:cas

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

By: 
Registered Land Surveyor No. 26850
State of Florida

B4899 P0177

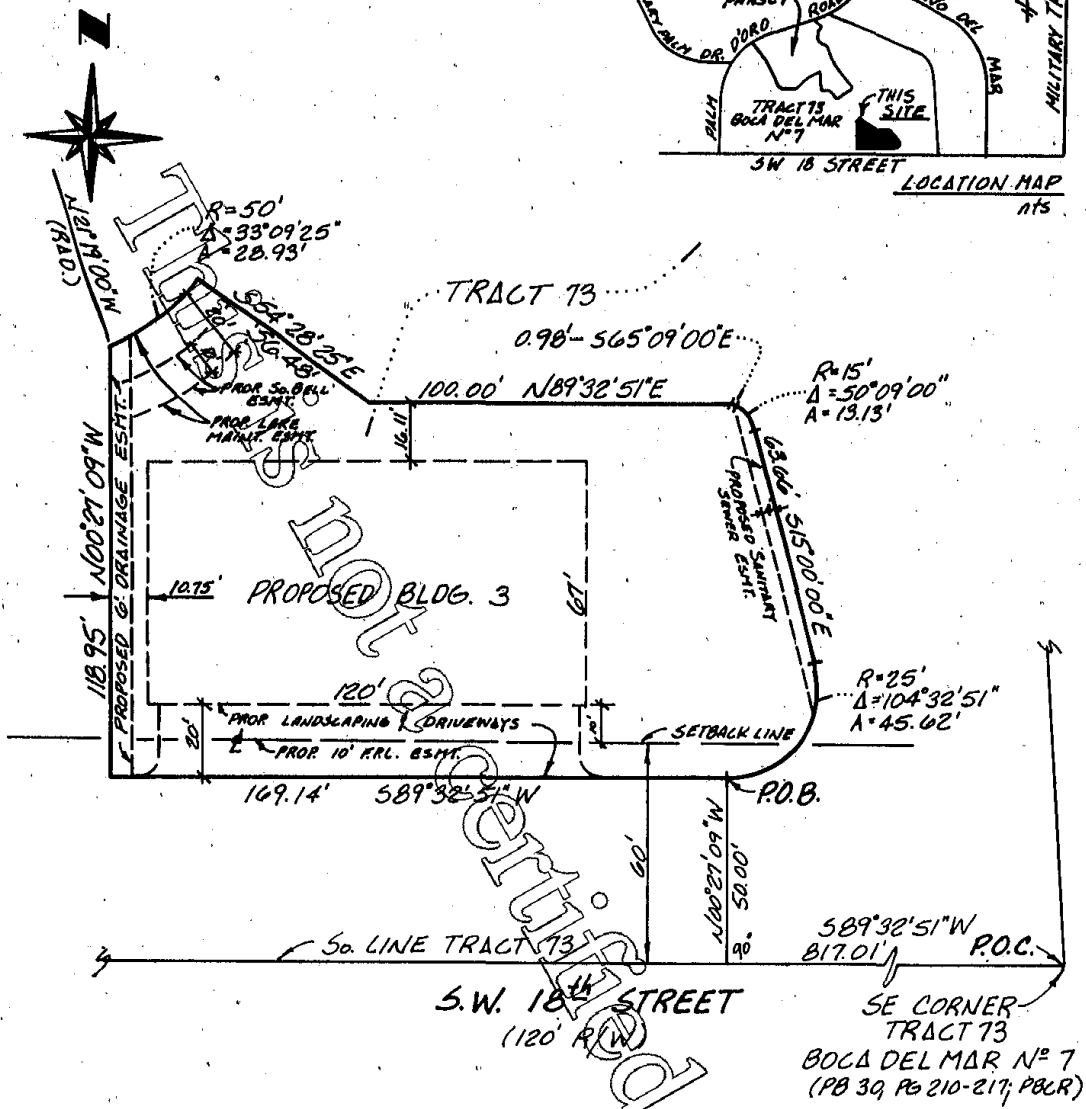
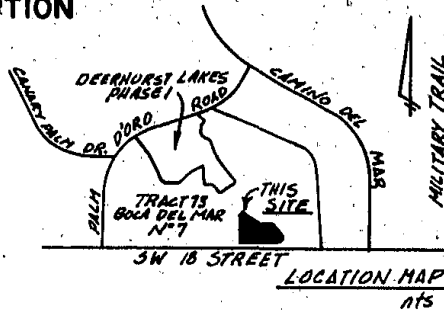
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EXHIBIT "I" TO
DECLARATION OF CONDOMINIUM
ISLES OF BOCA CONDOMINIUM, SECTION I

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

B4899 P0178

**SKETCH TO ACCOMPANY DESCRIPTION
BUILDING 3 - PHASE 3**



84899 P0179

THE LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE UNDERSIGNED, FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILIAN 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.

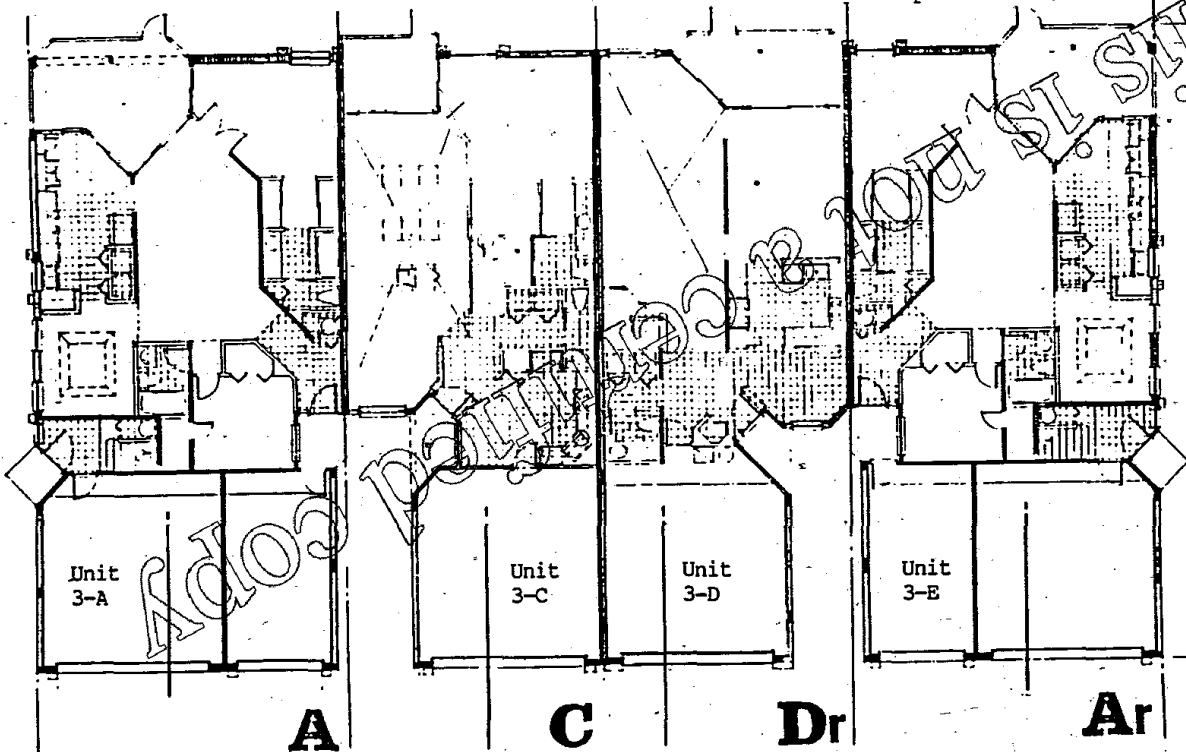
SHEET 2 of 2 80.0202

<p align="center">Darby and Way, Inc.</p> <p align="center">PROFESSIONAL SURVEYING AND ENGINEERING</p> <p>6300 N.E. 1st Av. FT. LAUDERDALE, FLORIDA 33334 305-771-0081</p>	SCALE 1" = 40'	REVISIONS	DATE	BY	CHECK	FIELD BOOK	PAGE
	DATE 11-11-85	ADD'D 10' 11/11/85	DATE	BY	CHECK	FIELD BOOK	PAGE
	BY <i>d.e.r.</i>	ADD'D FROM P.P. 16 AND S.D. BILL 85116742	DATE	BY	CHECK	FIELD BOOK	PAGE
	CHECK <i>PMD</i>		DATE	BY	CHECK	FIELD BOOK	PAGE
	FIELD BOOK <i>N/A</i>		DATE	BY	CHECK	FIELD BOOK	PAGE

ISLES OF
B O C A

SECTION I

The designation of Unit Type C or Unit Type D includes Unit Types of D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



1st FLOOR
BUILDING #3

EXHIBIT "I"

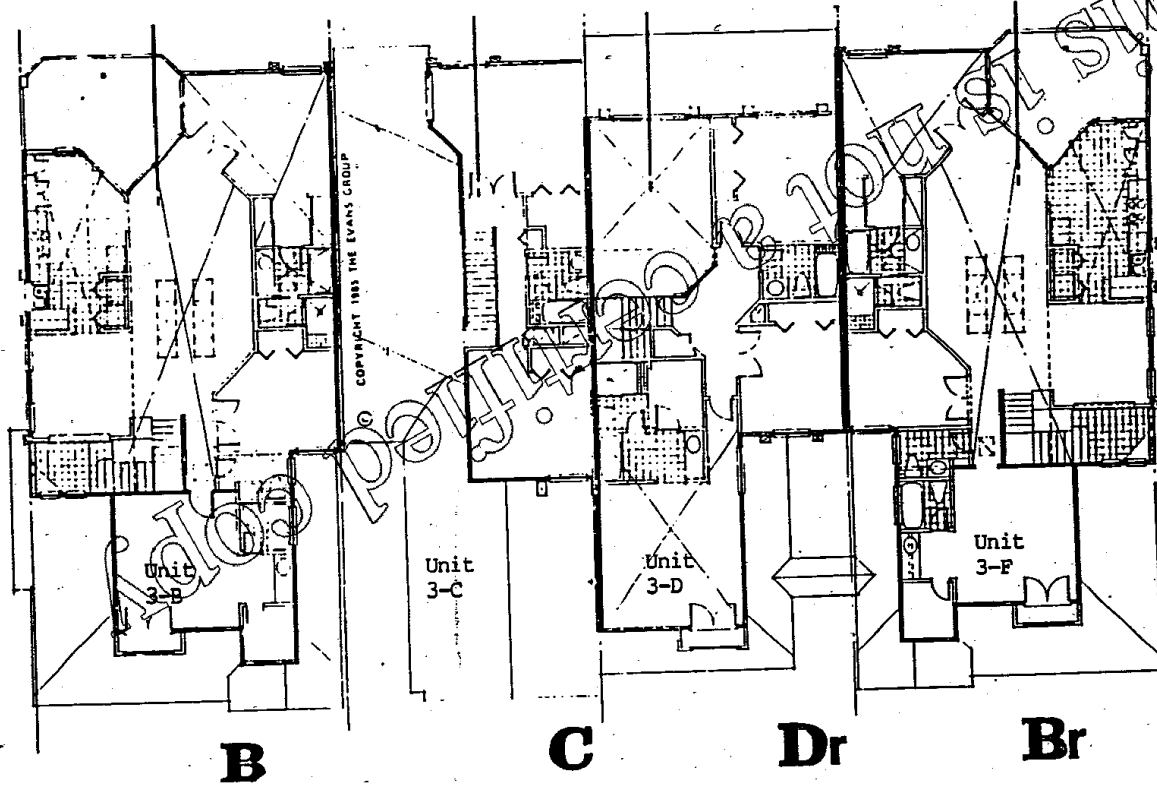
RECORDERS MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

84899 P0181

ISLES OF
B O C A

SECTION I

The designation of Unit Type C or Unit Type D includes Unit Types D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



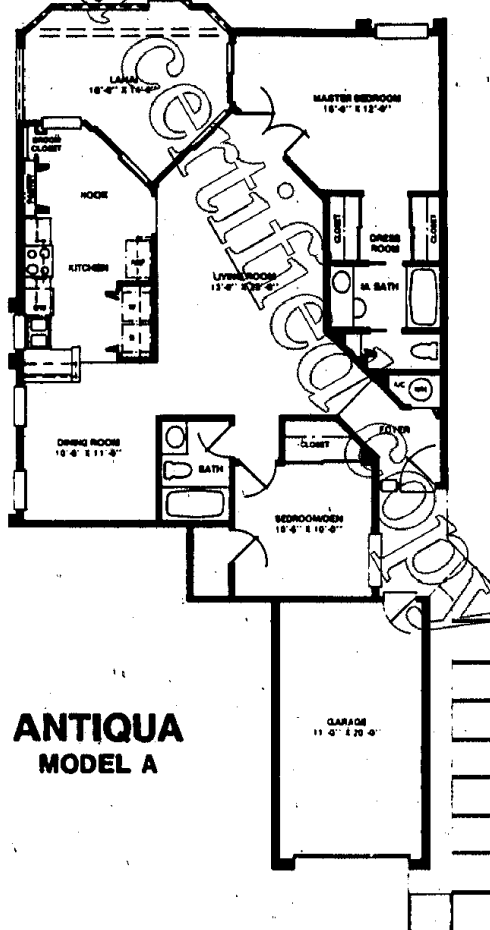
2nd FLOOR
BUILDING #3

EXHIBIT "I"

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

This is not a certified document

ISLES OF
B O C A
CONDOMINIUM, SECTION I



ANTIQUA
MODEL A

UNIT TYPE A

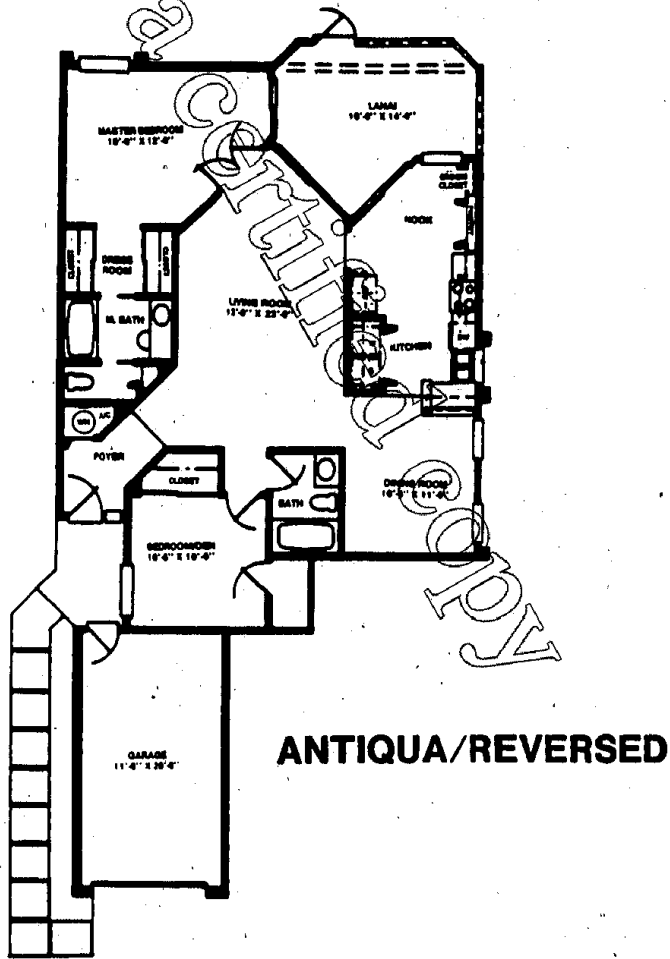
87899 P0182

This is not a

ISLES OF



CONDOMINIUM, SECTION I



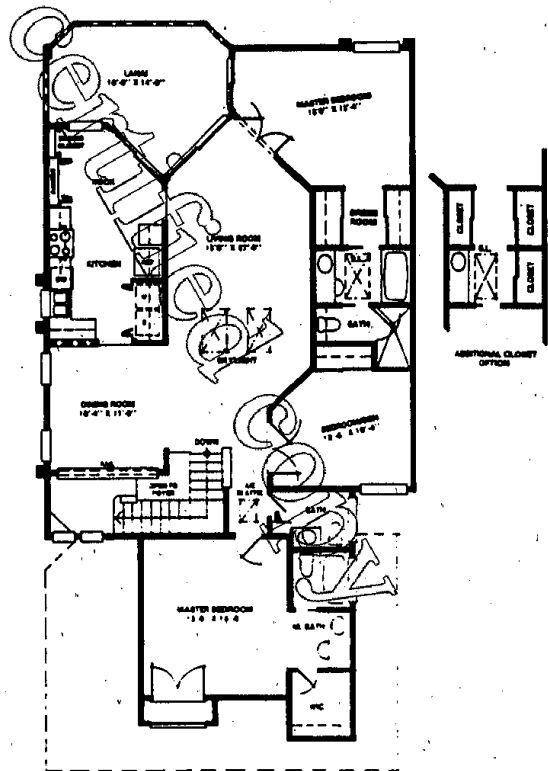
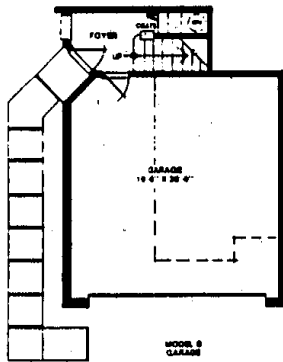
UNIT TYPE A REVERSE

84899 P0183

This is not a

ISLES OF
B O C A
CONDOMINIUM, SECTION I

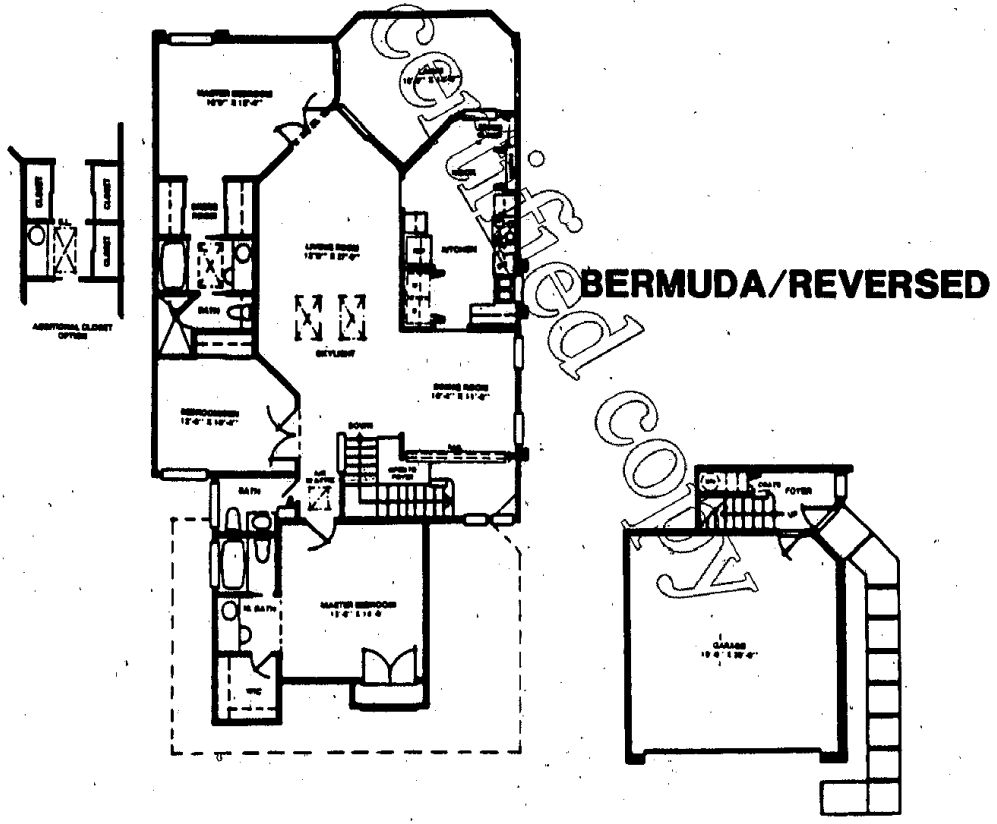
BERMUDA
MODEL B



UNIT TYPE B

B#899 P0184

This is not a
ISLES OF BOCA
CONDOMINIUM, SECTION I

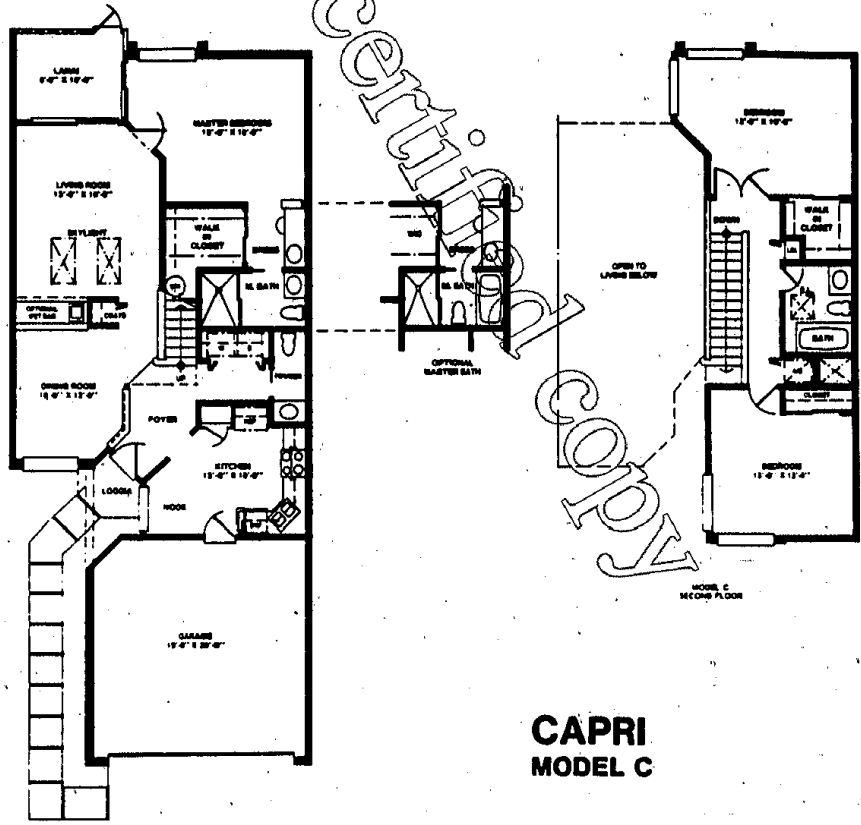


UNIT TYPE B REVERSE

84899 P0185

This is not a certified copy

ISLES OF BOCA
CONDOMINIUM, SECTION I



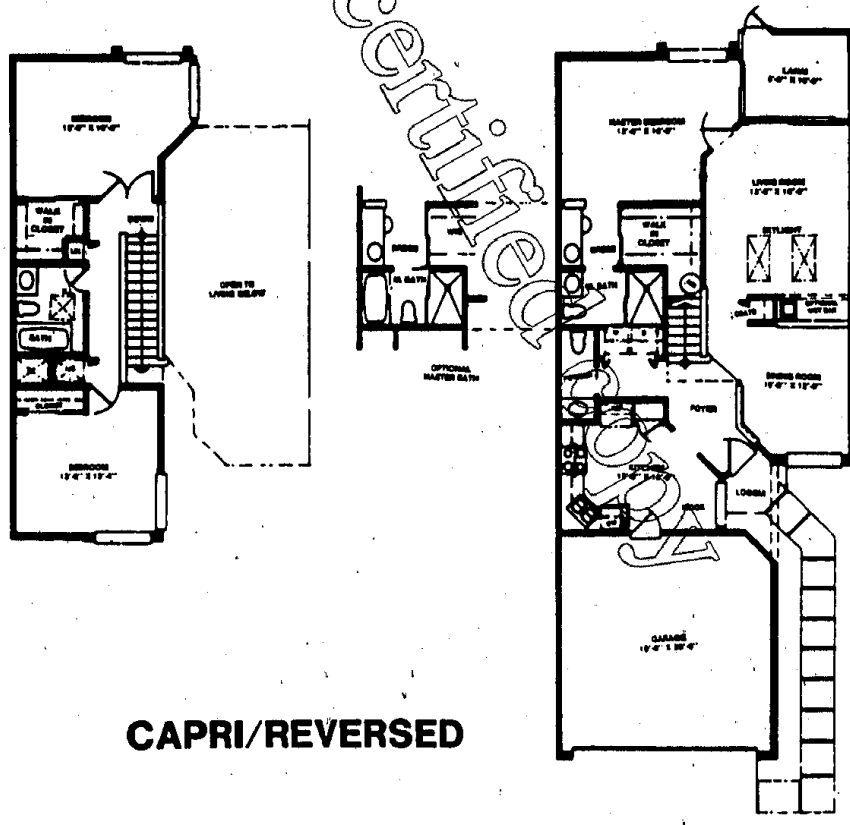
**CAPRI
 MODEL C**

UNIT TYPE C

84899 P018b

This is not a certified

ISLES OF BOCA
CONDOMINIUM, SECTION I



CAPRI/REVERSED

64899 P0187

UNIT TYPE C REVERSE

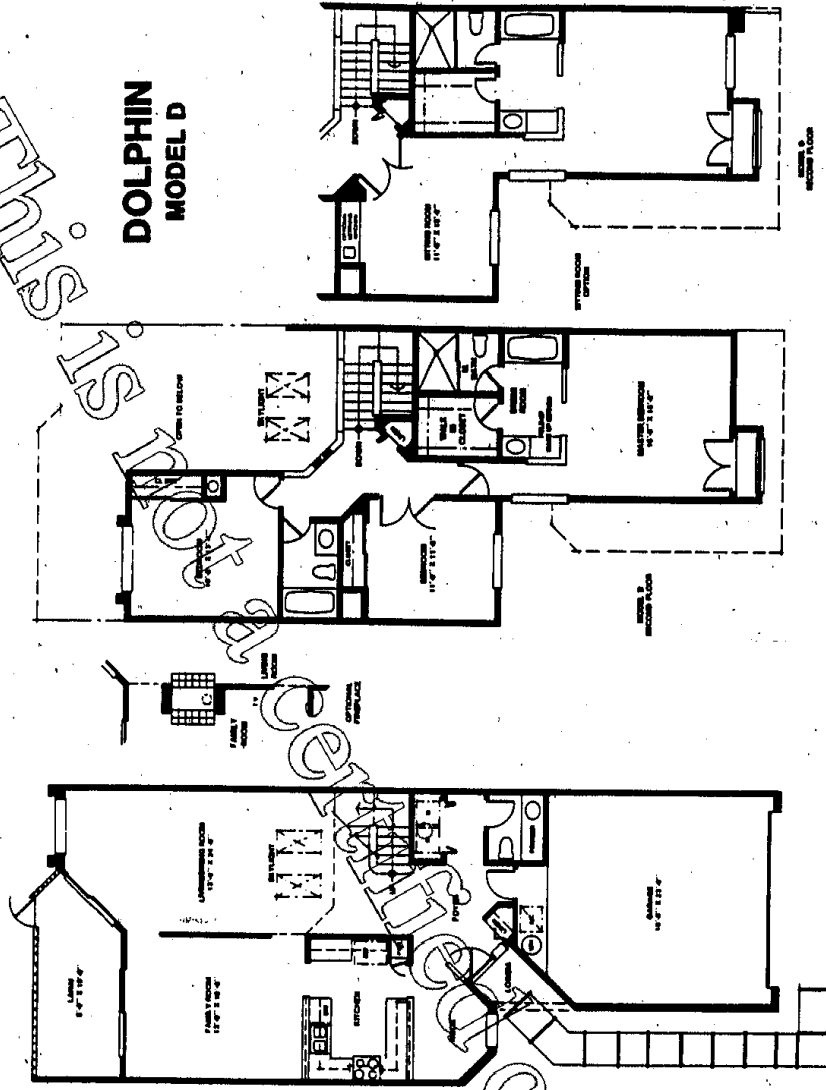
84899 P0188

ISLES OF
B O C A

CONDOMINIUM, SECTION I

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copy

DOLPHIN
MODEL D



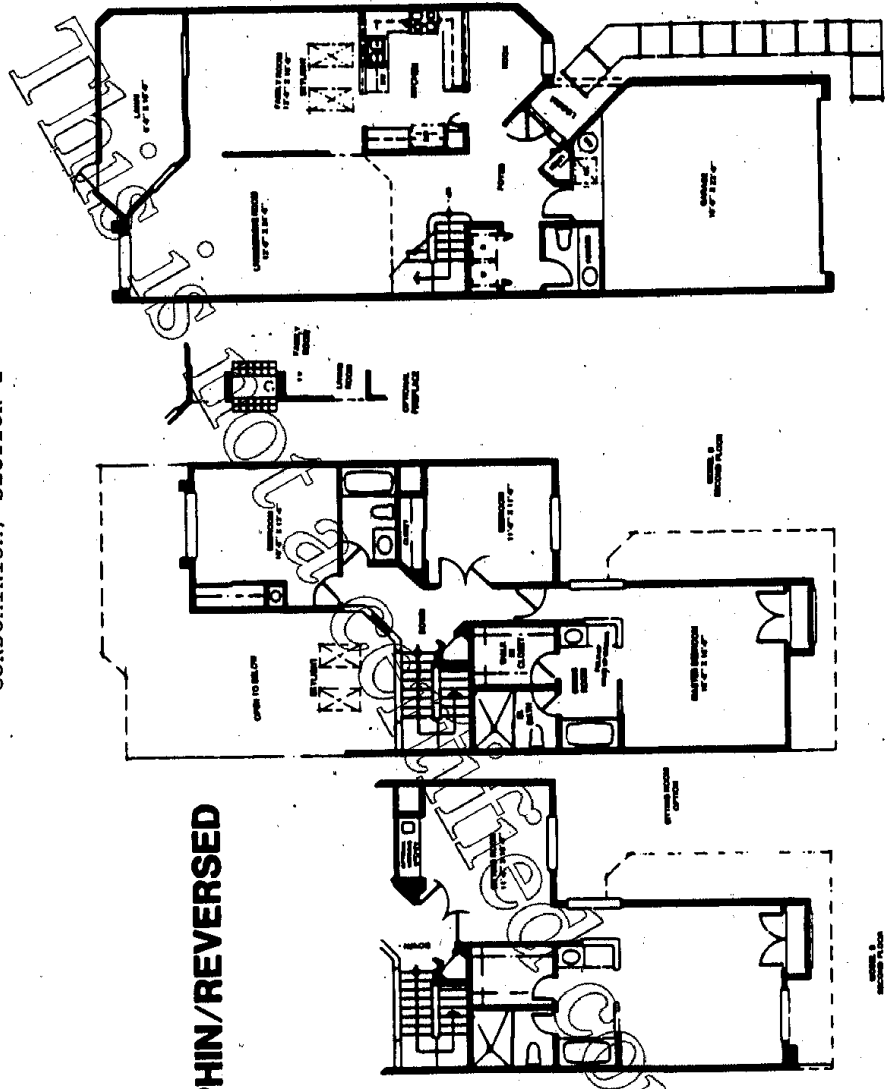
UNIT TYPE D

B7899 P0189

**ISLES OF
B O C A**

CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

This is not a certified copy

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE IV) (PROPOSED)

87899 P0190

DESCRIPTION: BUILDING 4 - PHASE 4

A portion of Tract 73 of BOCA DEL MAR NO. 7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 through 217, inclusive, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the Southeast corner of said Tract 73; thence South 89°32'51" West, along the South line of said Tract 73, a distance of 817.80 feet; thence North 00°27'09" West, at right angles to the last described course, a distance of 153.11 feet to the POINT OF BEGINNING; thence South 89°32'51" West, a distance of 100.00 feet; thence North 54°28'25" West, a distance of 56.48 feet to an intersection with a curve concave to the Northwest and whose radius point bears North 54°28'25" West; thence Northeasterly along the arc of said curve, having a radius of 50.00 feet, a central angle of 10°40'35", an arc distance of 9.32 feet to the point of tangency; thence North 24°51'00" East, a distance of 179.81 feet to the point of curvature of a curve concave to the Southeast; thence along the arc of said curve, having a radius of 20.00 feet, a central angle of 45°00'09", an arc distance of 15.71 feet to the point of tangency; thence North 69°51'09" East, a distance of 17.89 feet to the point of curvature of a curve concave to the South; thence along the arc of said curve, having a radius of 20.00 feet, a central angle of 04°35'23", an arc distance of 1.60 feet; thence South 64°09'00" East, a distance of 159.79 feet to an intersection with a curve concave to the East and whose radius point bears North 85°49'05" East; thence Southerly along the arc of said curve, having a radius of 539.17 feet, a central angle of 01°36'06", an arc distance of 15.07 feet; thence South 84°12'59" West, a distance of 27.76 feet to an intersection with a curve concave to the Southwest and whose radius point bears South 84°12'59" West; thence Northerly and Westerly along the arc of said curve, having a radius of 30.00 feet, a central angle of 104°08'41", an arc distance of 54.53 feet to the point of reverse curvature of a curve concave to the North; thence along the arc of said curve, having a radius of 15.00 feet, a central angle of 38°17'04", an arc distance of 10.02 feet; thence South 24°51'00" West, a distance of 156.43 feet; thence South 65°09'00" East, a distance of 37.79 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.573 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 BOCA DEL MAR NO.7 as recorded in Plat Book 30, Pages 210-217, incl, of the Public Records of Palm Beach County, Florida.

CERTIFICATE:

I hereby certify to PALM D'ORO DEVELOPMENT CORPORATION, STUZIN AND CAMNER, PROFESSIONAL ASSOCIATION and FIRST AMERICAN TITLE INSURANCE COMPANY 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, as surveyed under my responsible direction this 11th day of March, 1986.

DARBY AND WAY, INC.

Gregory B. Darby
By: Gregory B. Darby
Registered Land Surveyor No. 2990
State of Florida

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

84899 P0191

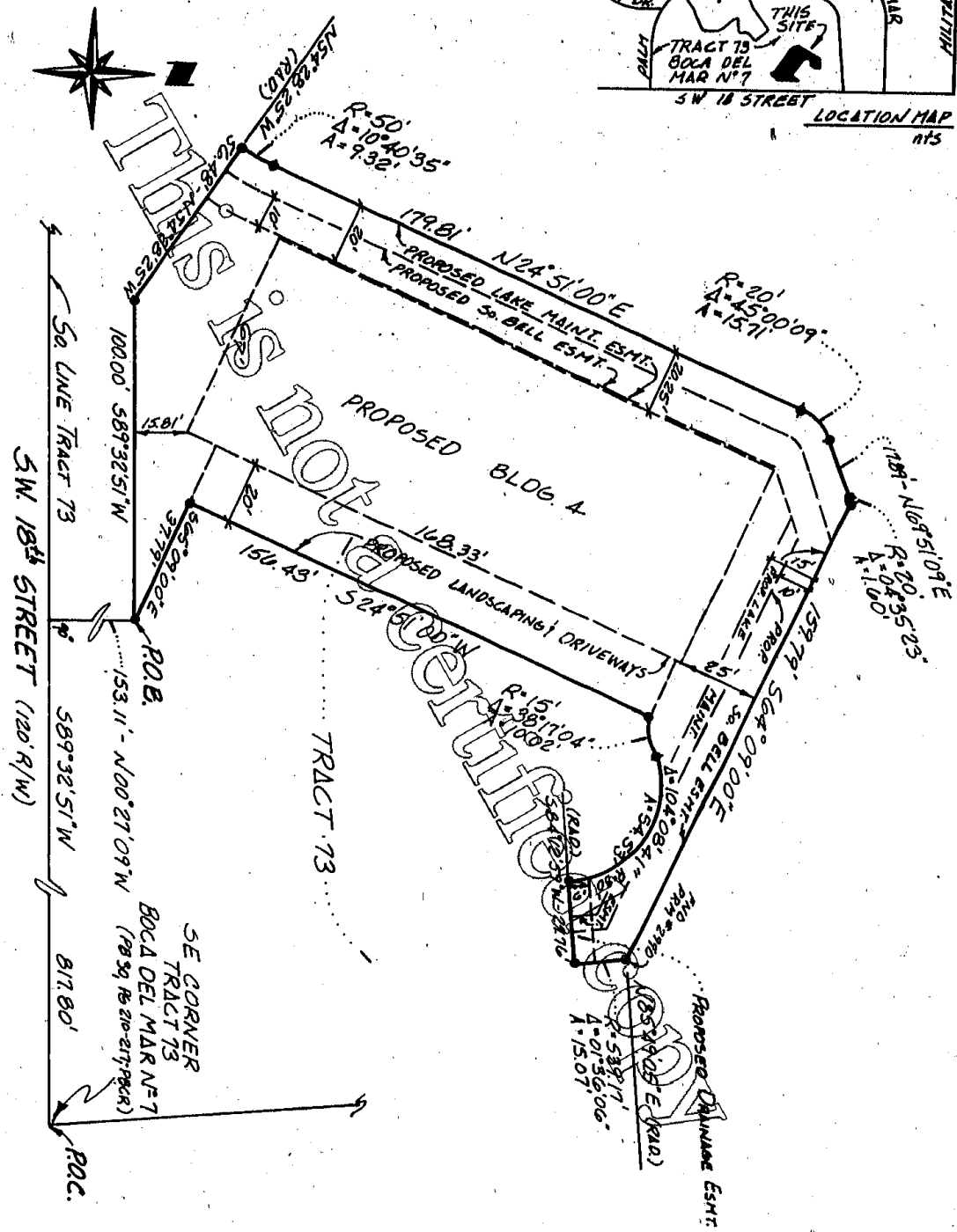
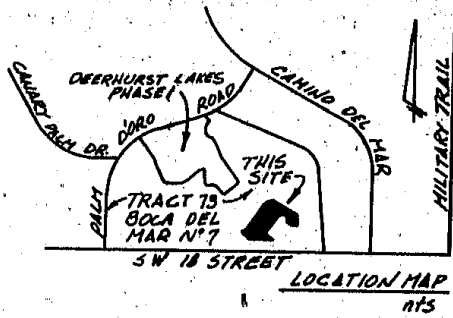
This is not a certified copy

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

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

B4899 P0192

SKETCH OF SURVEY
BUILDING 4 - PHASE 4



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.

• DENOTES SET IRON ROD W/CAP # 2187

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 80-0802

E670D 66878

Darty and Way, Inc.
PROFESSIONAL SURVEYING AND ENGINEERING
8800 N.E. 14th AV. FT. LAUDERDALE, FLORIDA 33354
305-771-0081

SCALE	DATE	BY	CHECK	FIELD BOOK PAGE	REVISIONS	BY	DATE
1"=40'	11-12-85	D.E.F.	D.M.D.	122/81	1	D.E.F.	11-12-85
					2	D.E.F.	11-12-85
					3	D.E.F.	11-12-85
					4	D.E.F.	11-12-85
					5	D.E.F.	11-12-85

B4899 P0194

ISLES OF
B O C A

SECTION I

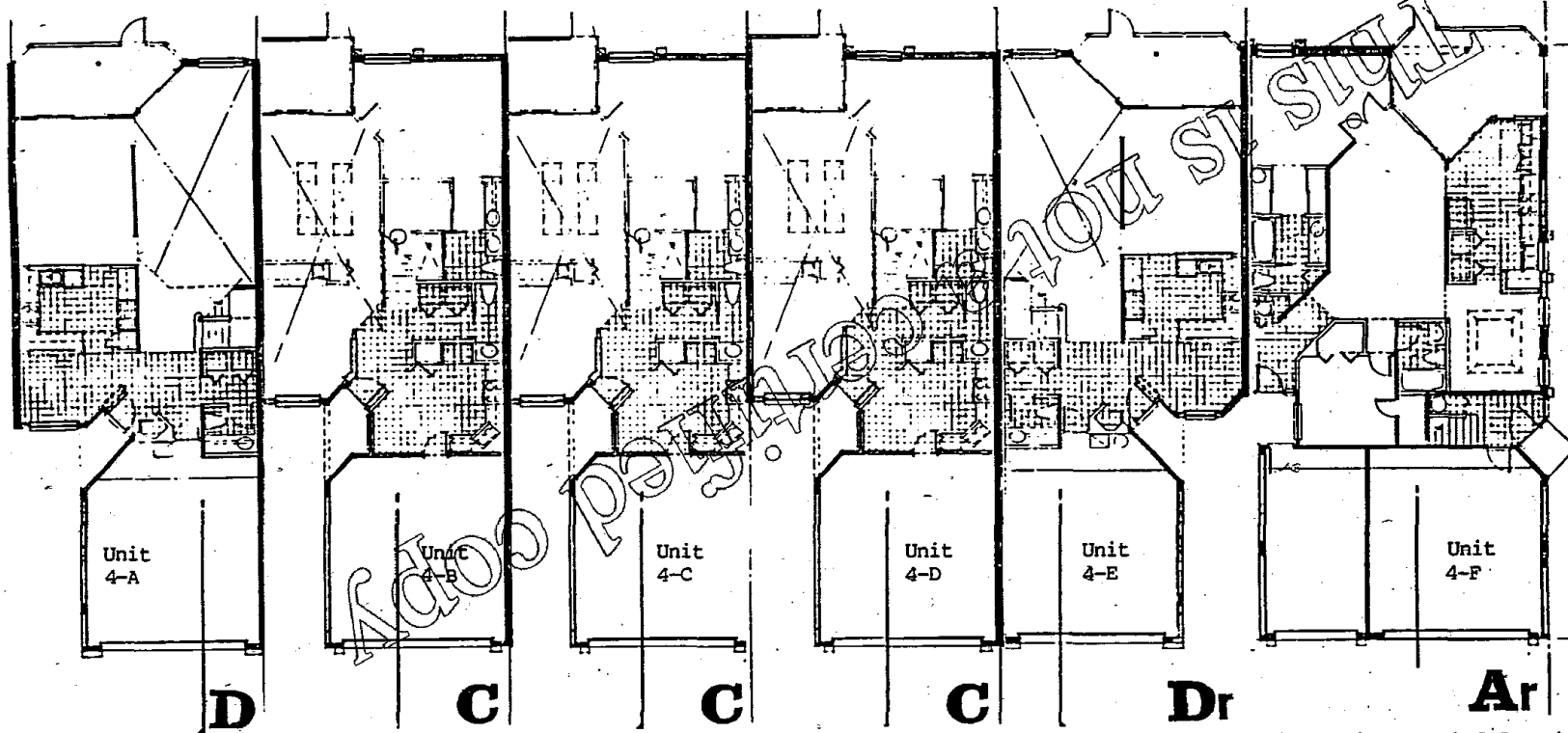


EXHIBIT "K"

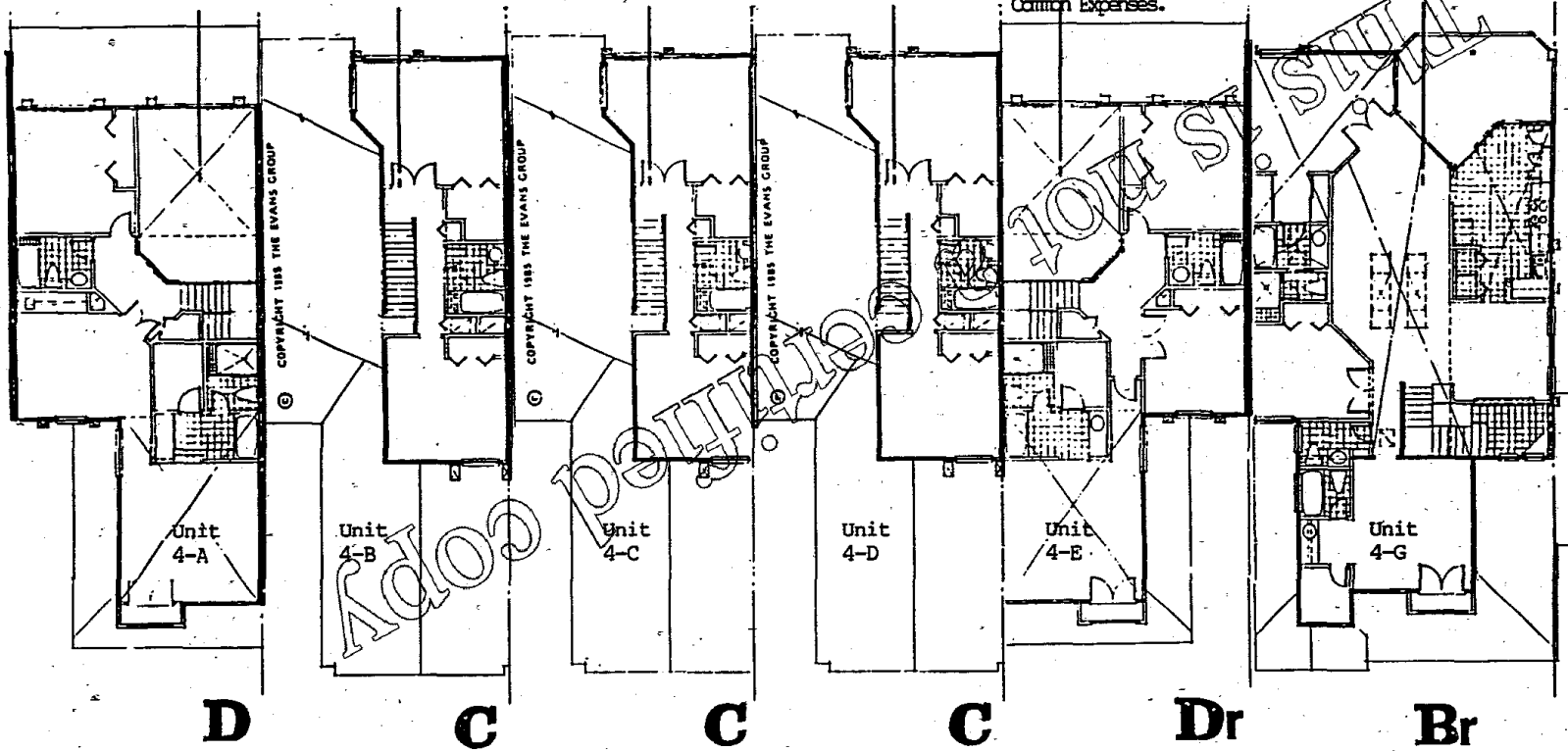
1st FLOOR
BUILDING #4

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

ISLES OF
B O C A

SECTION I

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



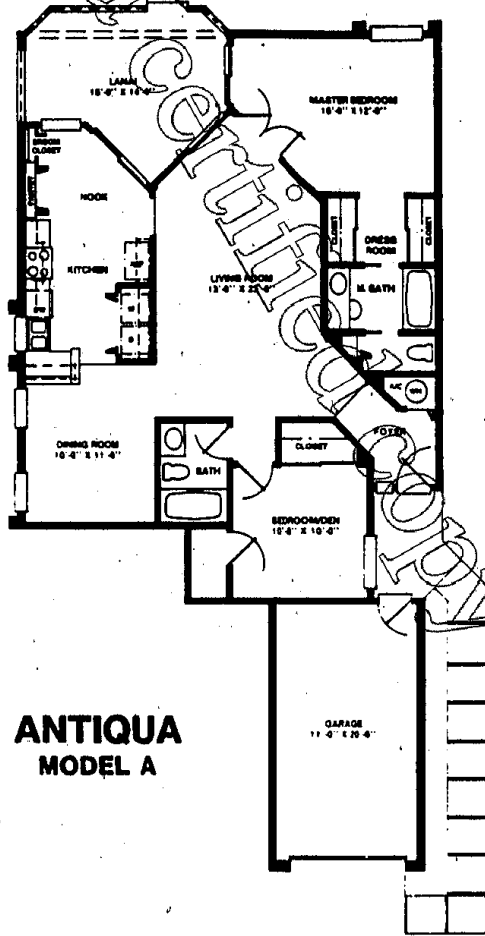
2nd FLOOR
BUILDING #4

EXHIBIT "K"

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
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when received.

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ISLES OF
B O C A
CONDOMINIUM, SECTION I



**ANTIQUA
MODEL A**

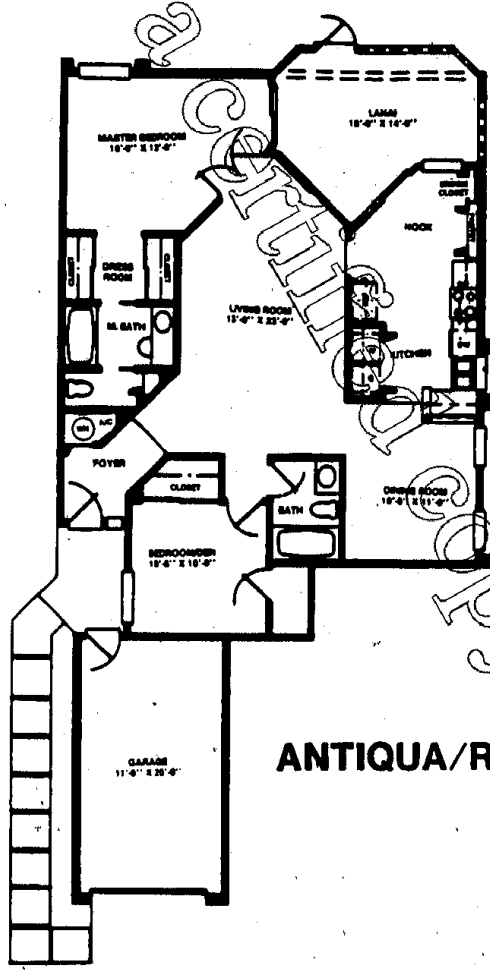
UNIT TYPE A

84899 P0196

This is not a

**ISLES OF
BOCA**

CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

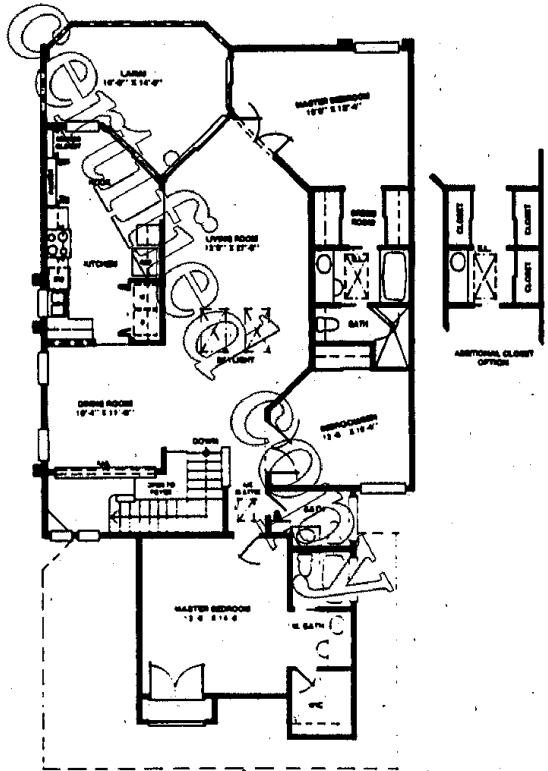
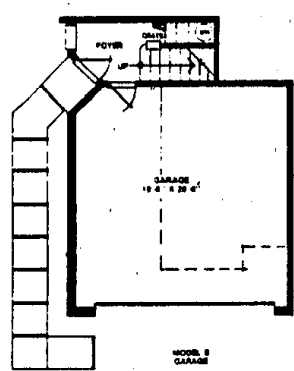
UNIT TYPE A REVERSE

B4899 P0197

This is not a

ISLES OF B O C A
CONDOMINIUM, SECTION I

**BERMUDA
MODEL B**

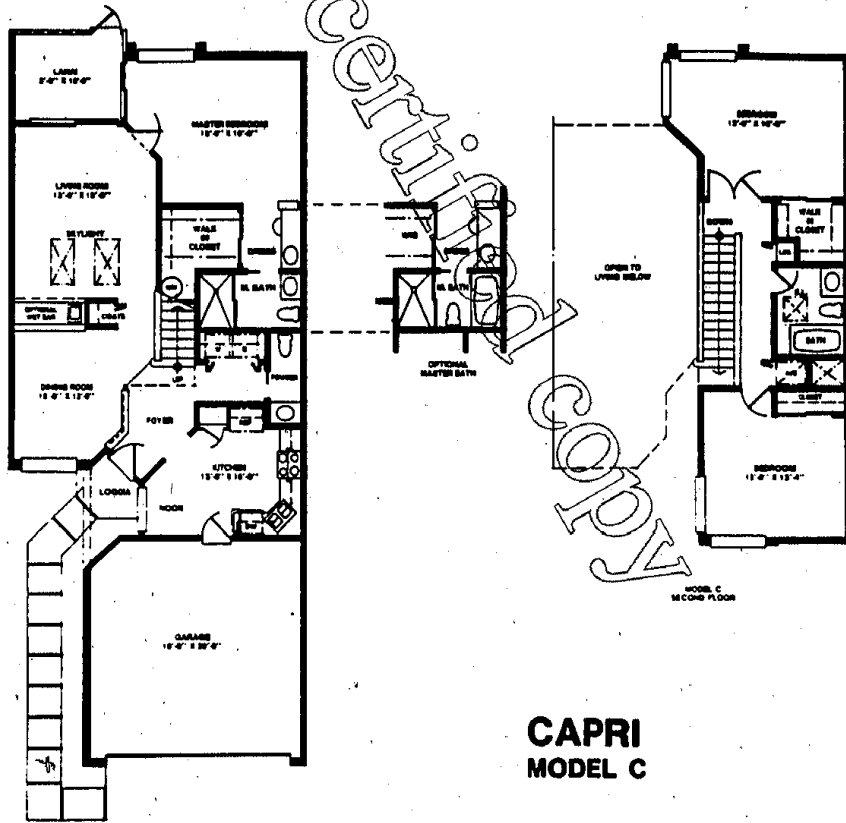


UNIT TYPE B

87899 P0198

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**ISLES OF
B O C A**
CONDOMINIUM, SECTION I



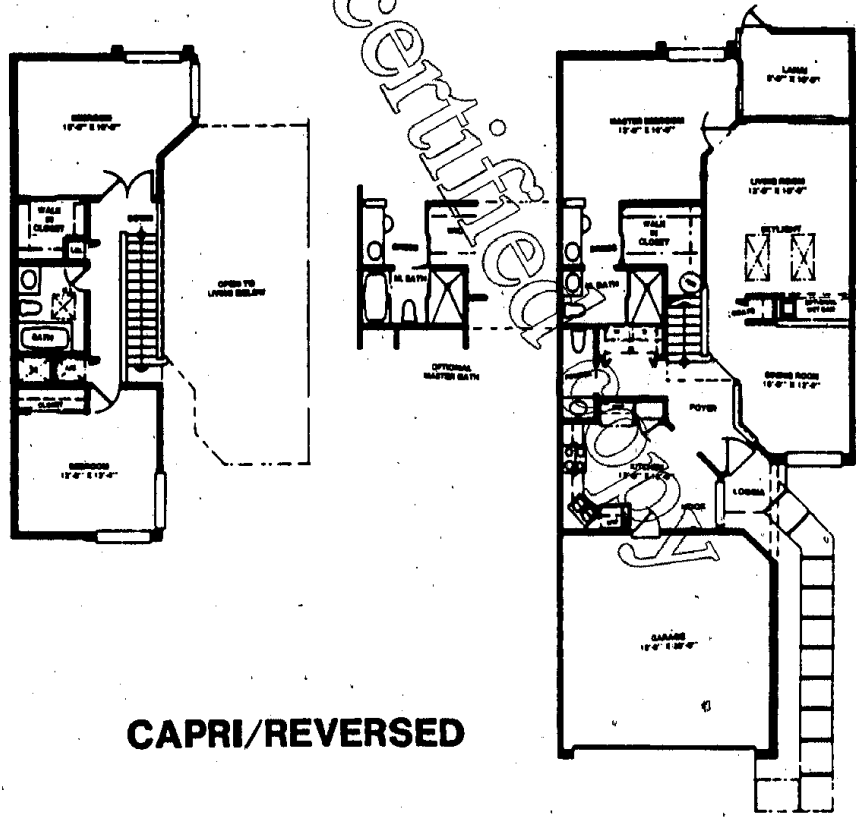
**CAPRI
MODEL C**

UNIT TYPE C

84899 P0200

This is not a certified

ISLES OF
B O C A
CONDOMINIUM, SECTION I



CAPRI/REVERSED

B7899 P0201

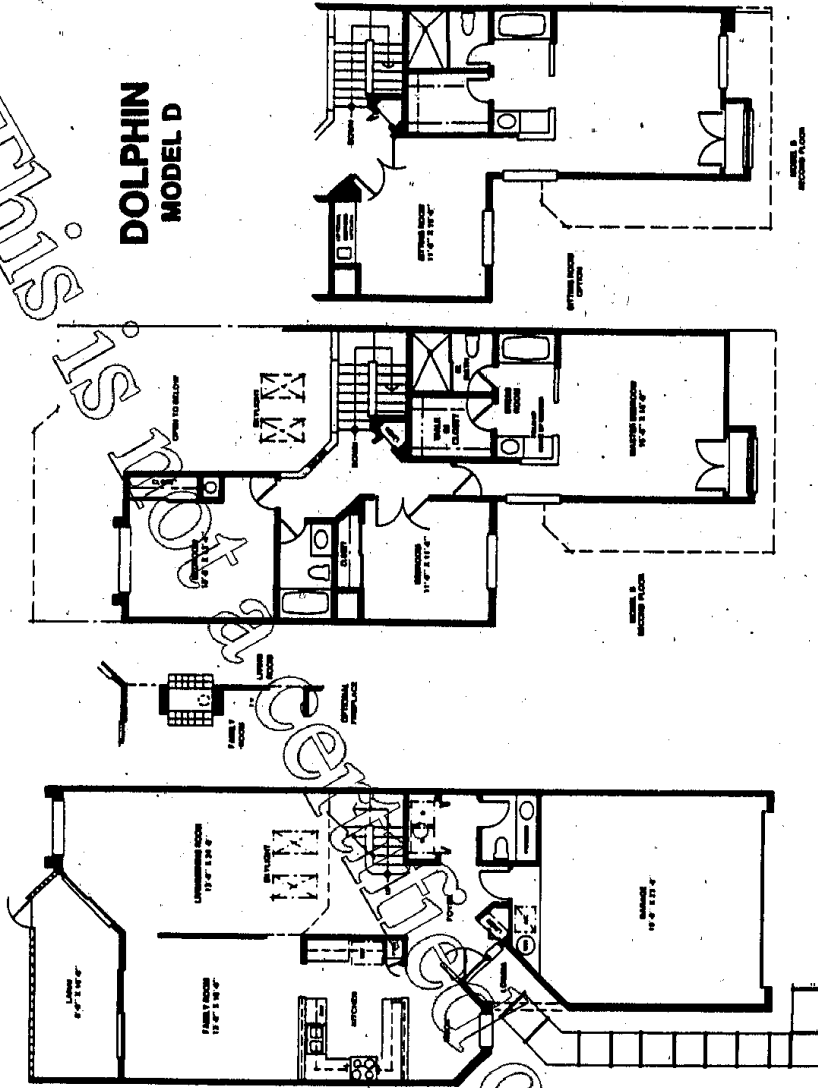
UNIT TYPE C REVERSE

87899 P0202

ISLES OF
B O C A

CONDOMINIUM, SECTION I

DOLPHIN
MODEL D

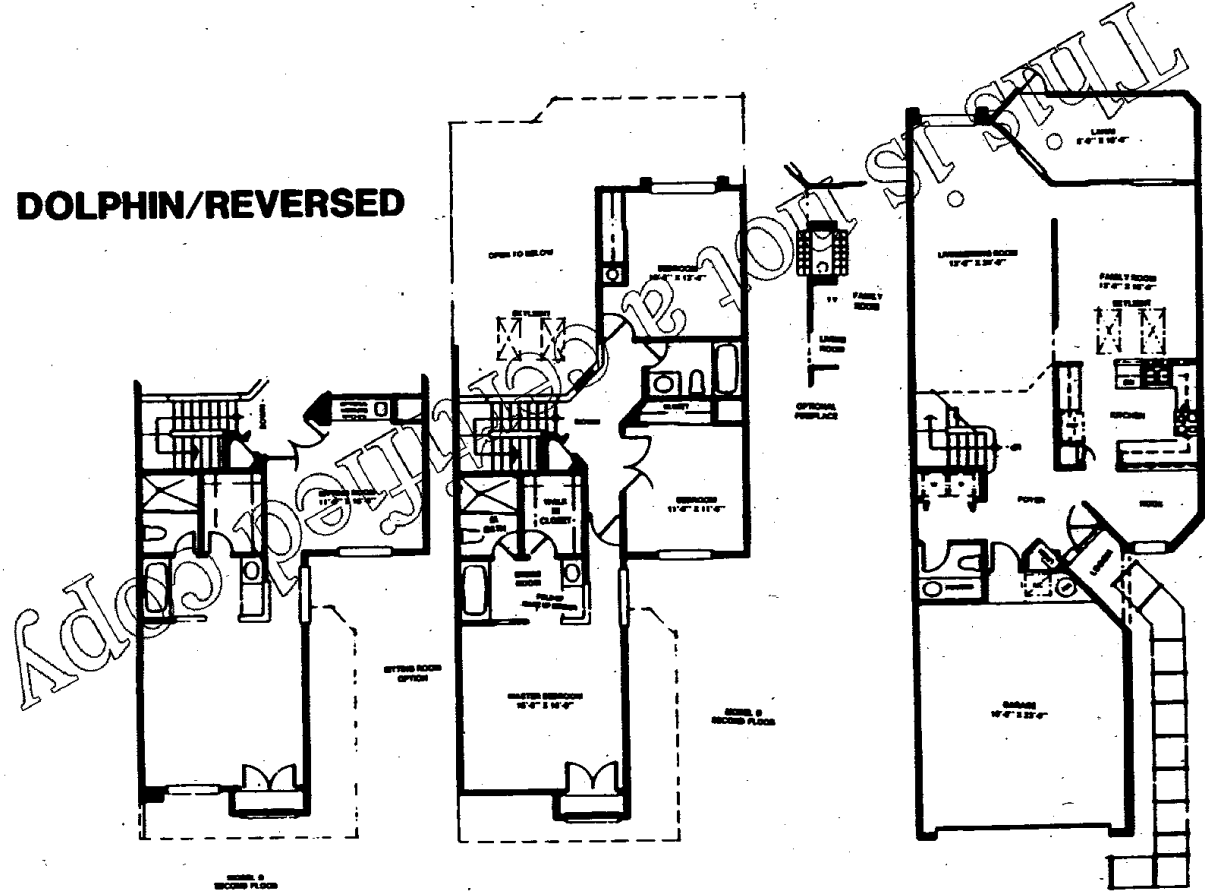


UNIT TYPE D

B#899 P0203

ISLES OF
B O C A
CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE V) (PROPOSED)

84899 P0204

DESCRIPTION: BUILDING 5 - PHASE 5

A portion of Tract 73 of BOCA DEL MAR NO. 7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 through 217, inclusive, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the Southeast corner of said Tract 73; thence South 89°32'51" West, along the South line of said Tract 73, a distance of 632.64 feet; thence North 00°27'09" West, at right angles to the last described course, a distance of 25.00 feet to the POINT OF BEGINNING; thence South 89°32'51" West, a distance of 184.37 feet to a point of cusp with a curve concave to the Northwest and whose radius point bears North 00°27'09" West; thence Northeasterly along the arc of said curve, having a radius of 50.00 feet; a central angle of 67°47'01", an arc distance of 59.15 feet to the point of reverse curvature of a curve concave to the Southeast; thence along the arc of said curve, having a radius of 15.00 feet, a central angle of 45°17'46", an arc distance of 11.86 feet; thence North 15°00'00" West, a distance of 157.12 feet; thence North 24°51'00" East, a distance of 25.20 feet to the point of curvature of a curve concave to the Southeast; thence along the arc of said curve, having a radius of 15.00 feet, a central angle of 50°09'00", an arc distance of 13.13 feet to the point of tangency; thence North 75°00'00" East, a distance of 24.53 feet to the point of curvature of a curve concave to the Northwest; thence along the arc of said curve, having a radius of 30.00 feet, a central angle of 80°47'01", an arc distance of 42.30 feet; thence North 84°12'59" East, a distance of 27.76 feet to an intersection with a curve concave to the Northeast, and whose radius point bears North 84°12'59" East; thence Southerly along the arc of said curve, having a radius of 569.17 feet, a central angle of 25°45'35", an arc distance of 242.41 feet; thence South 00°27'09" East, a distance of 34.50 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida, and containing 0.627 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 BOCA DEL MAR NO.7 as recorded in Plat Book 30, Pages 210-217, incl. 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
80-0202
November 11, 1985

DR:cas

84899 P0205

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when received.

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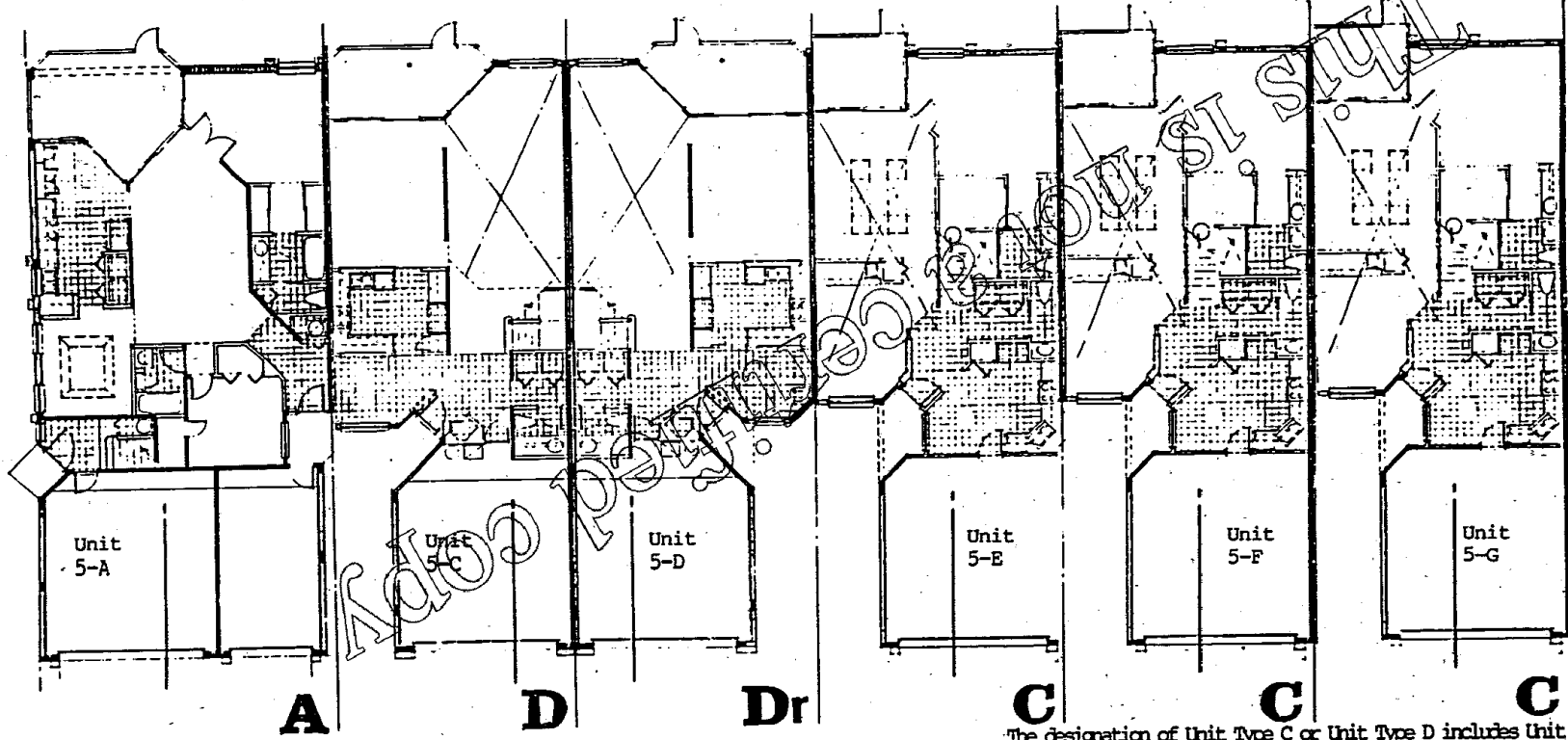
EXHIBIT "M" TO
DECLARATION OF CONDOMINIUM
ISLES OF BOCA CONDOMINIUM, SECTION I

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

84899 P0206

ISLES OF
B O C A

SECTION I



1st FLOOR
BUILDING #5

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

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

EXHIBIT "M"

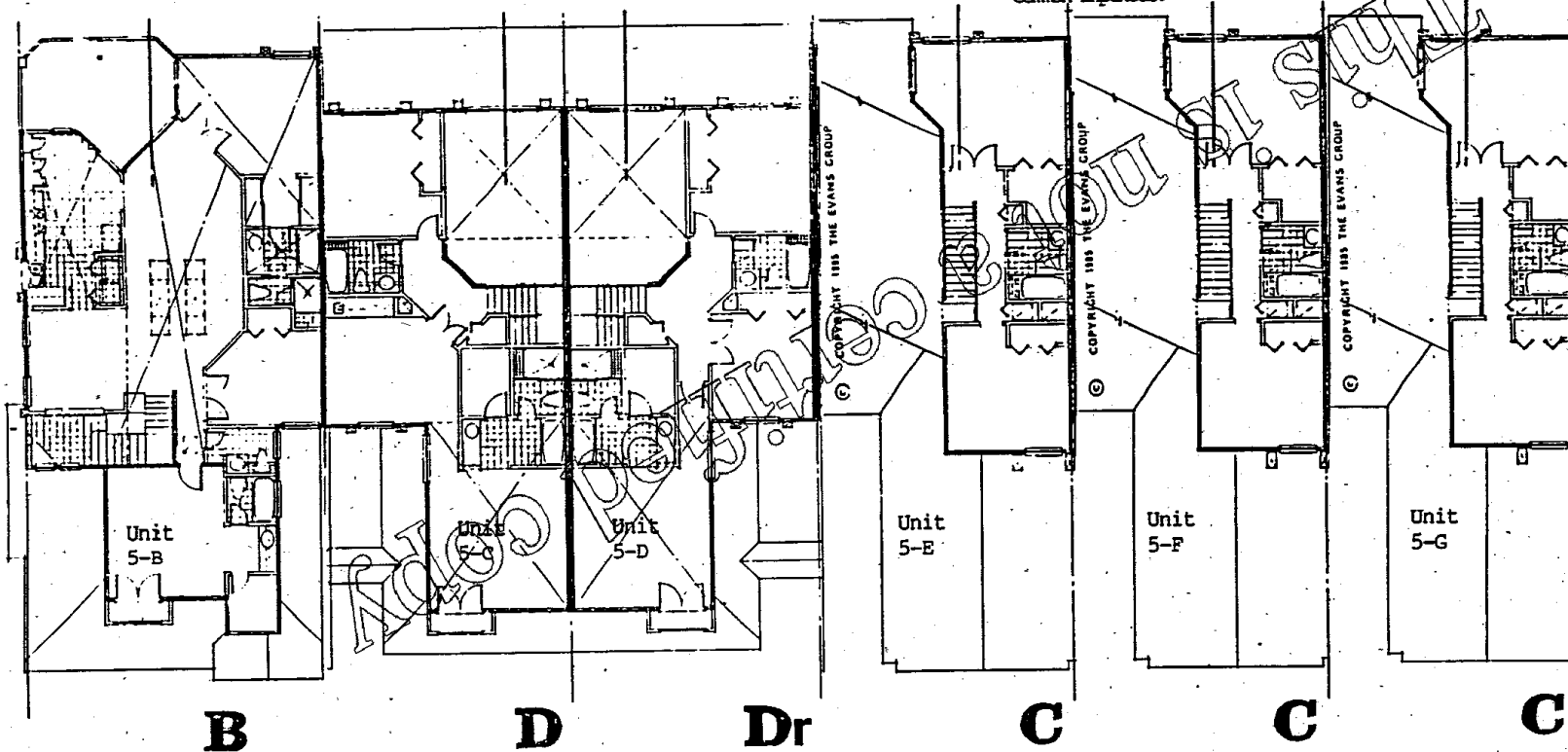
B4899 P0209

ISLES OF



SECTION I

the designation of Unit type C or Unit type A includes Unit types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



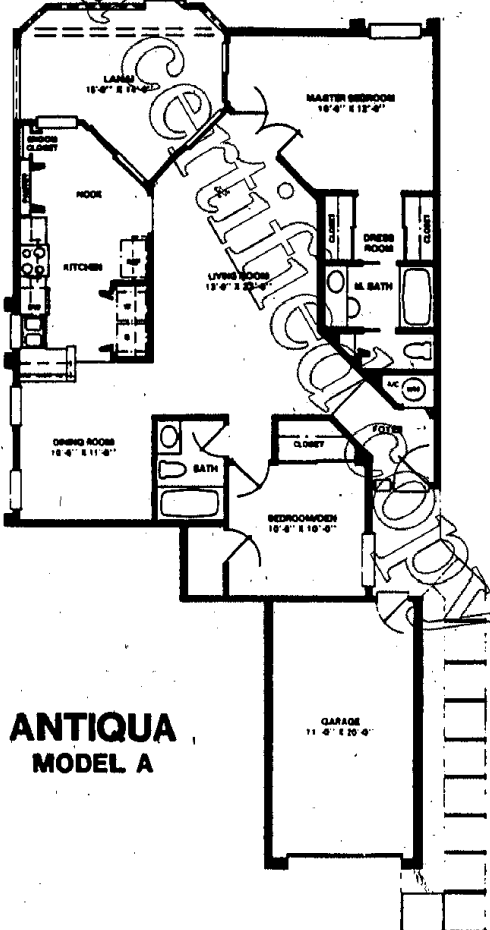
2nd FLOOR
BUILDING #5

EXHIBIT "M"

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

This is not a certified document

**ISLES OF
B O C A**
CONDOMINIUM, SECTION I



**ANTIQUA
MODEL A**

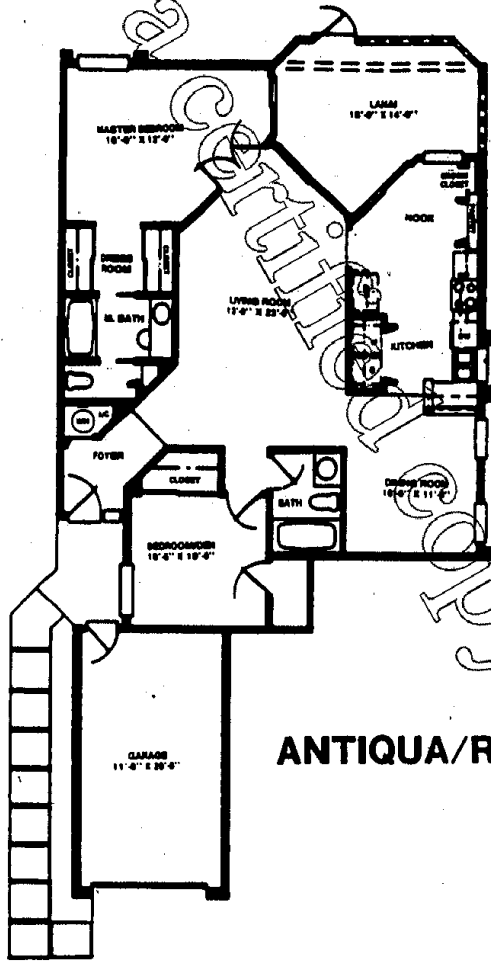
UNIT TYPE A

B4899 P0210

This is not a

**ISLES OF
BOCA**

CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

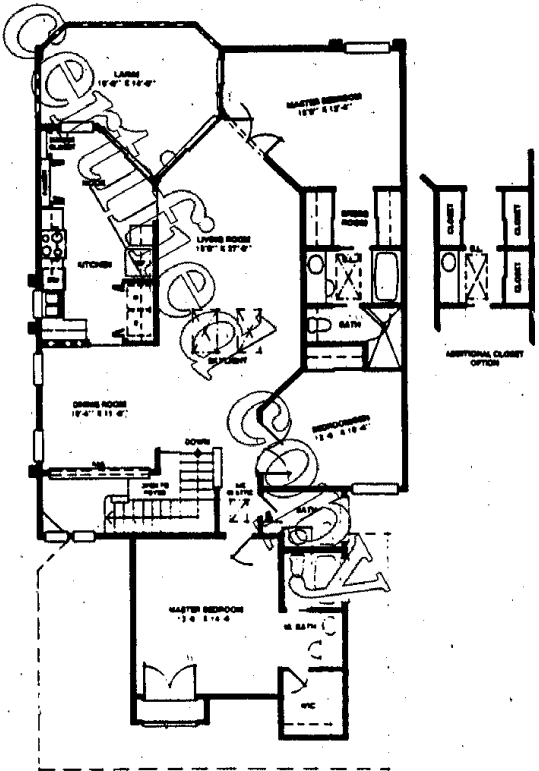
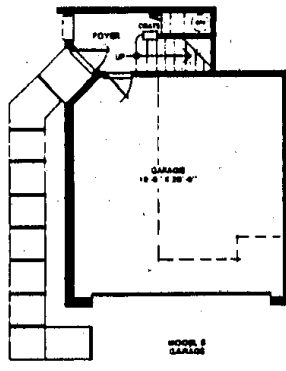
B4899 P0211

UNIT TYPE A REVERSE

This is not a

ISLES OF BOCA
CONDOMINIUM, SECTION I

BERMUDA MODEL B

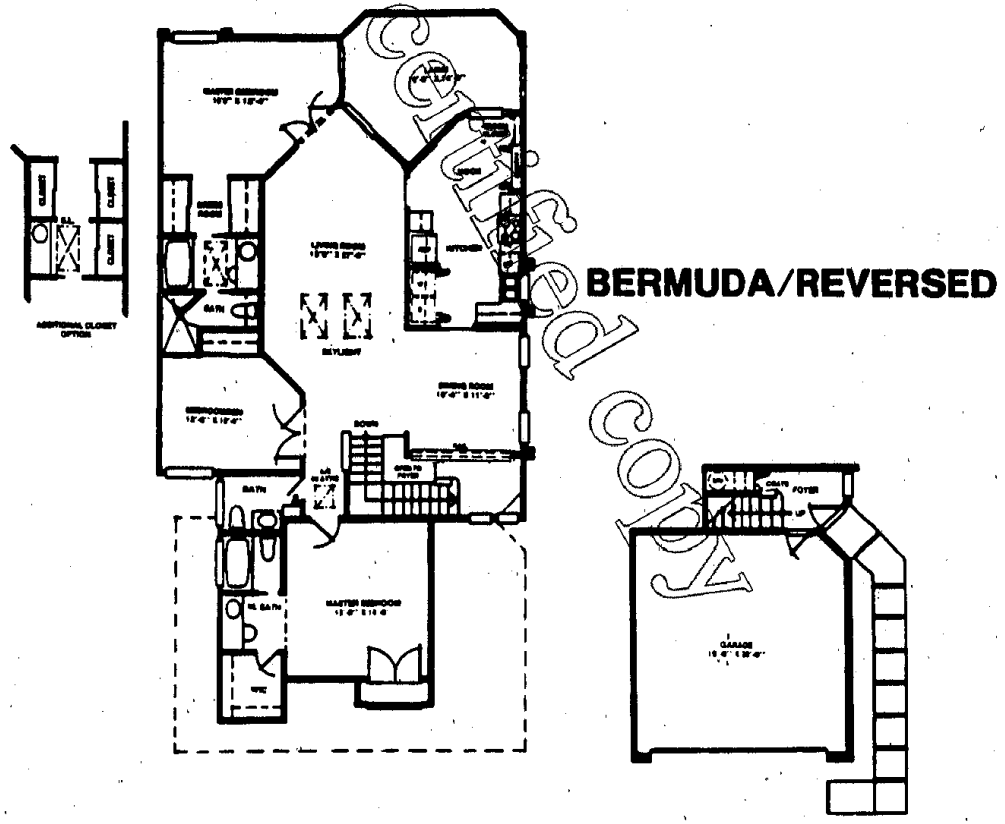


UNIT TYPE B

B4899 P0212

This is not a

ISLES OF
B O C A
CONDOMINIUM, SECTION I

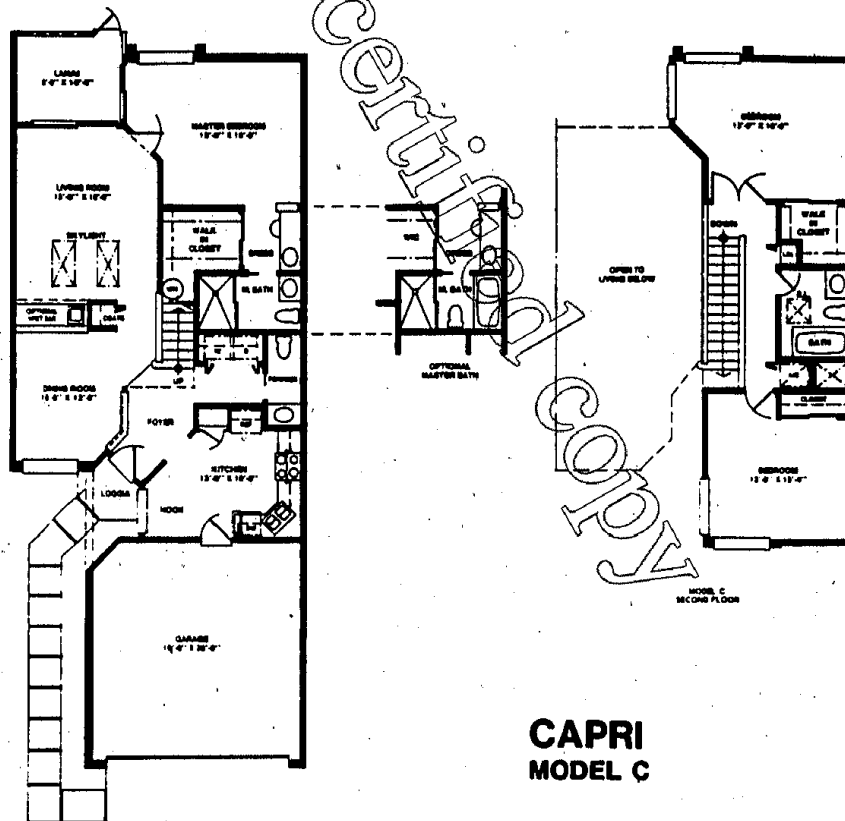


B4899 P0213

UNIT TYPE B REVERSE

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ISLES OF BOCA
CONDOMINIUM, SECTION I



**CAPRI
 MODEL C**

UNIT TYPE C

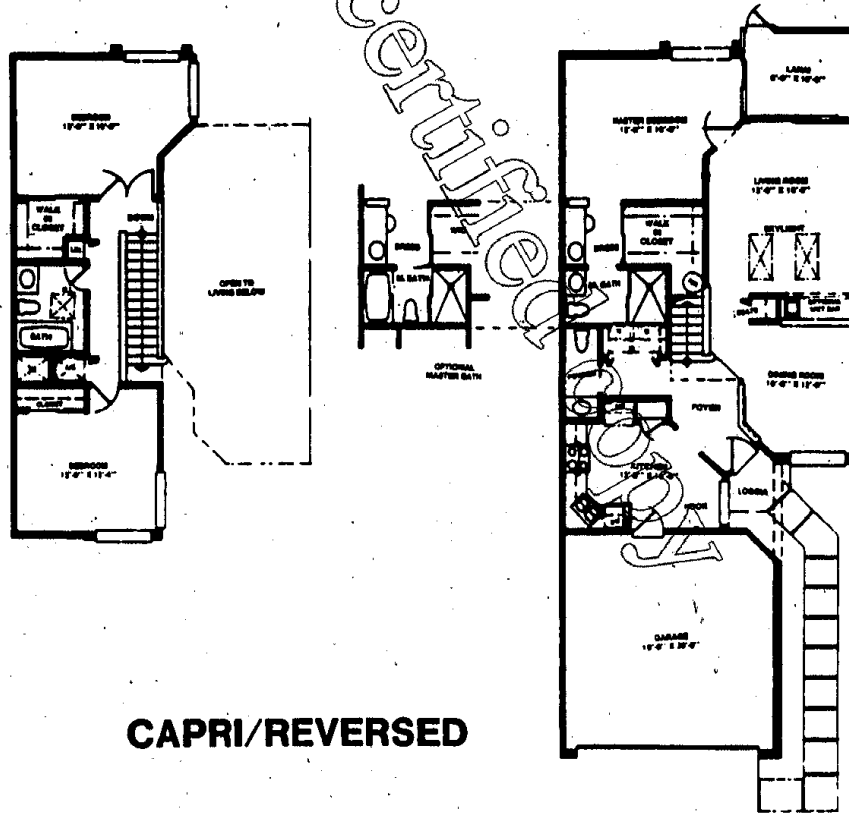
84899 P0214

This is not a certified

ISLES OF

B O C A

CONDOMINIUM, SECTION I



CAPRI/REVERSED

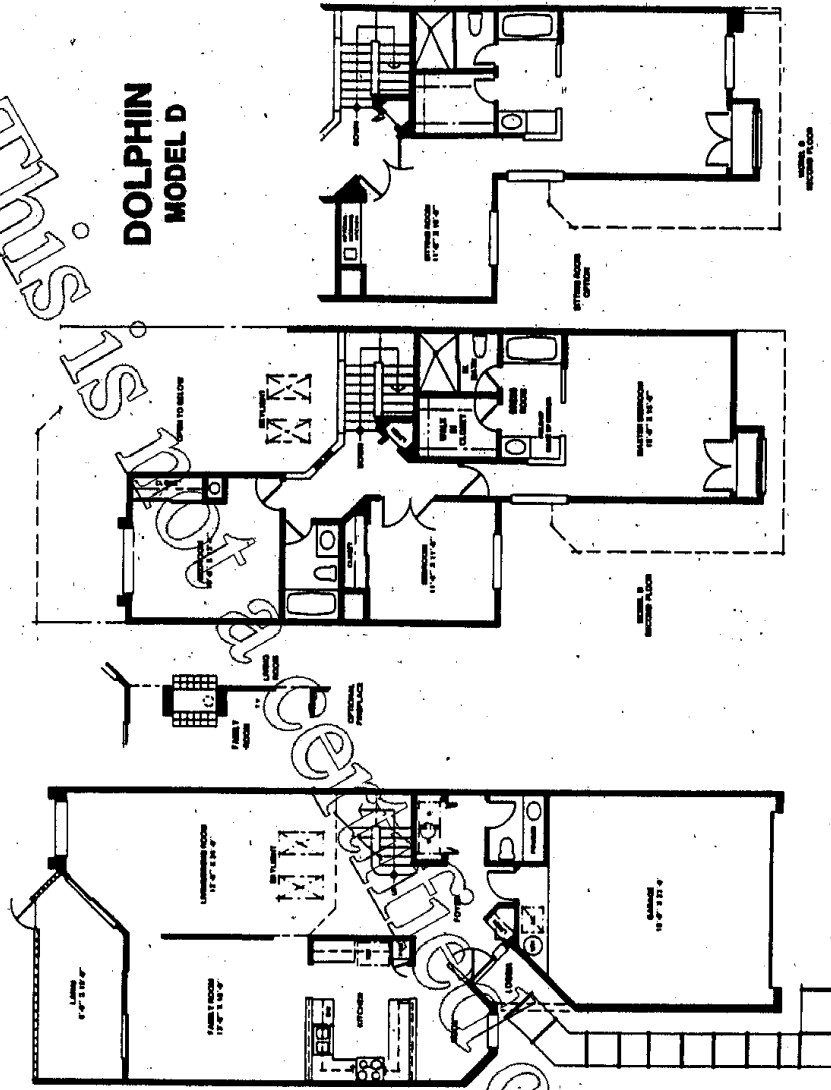
B7899 P0215

UNIT TYPE C REVERSE

87899 P0216

ISLES OF BOCIA
CONDOMINIUM, SECTION I

DOLPHIN MODEL D



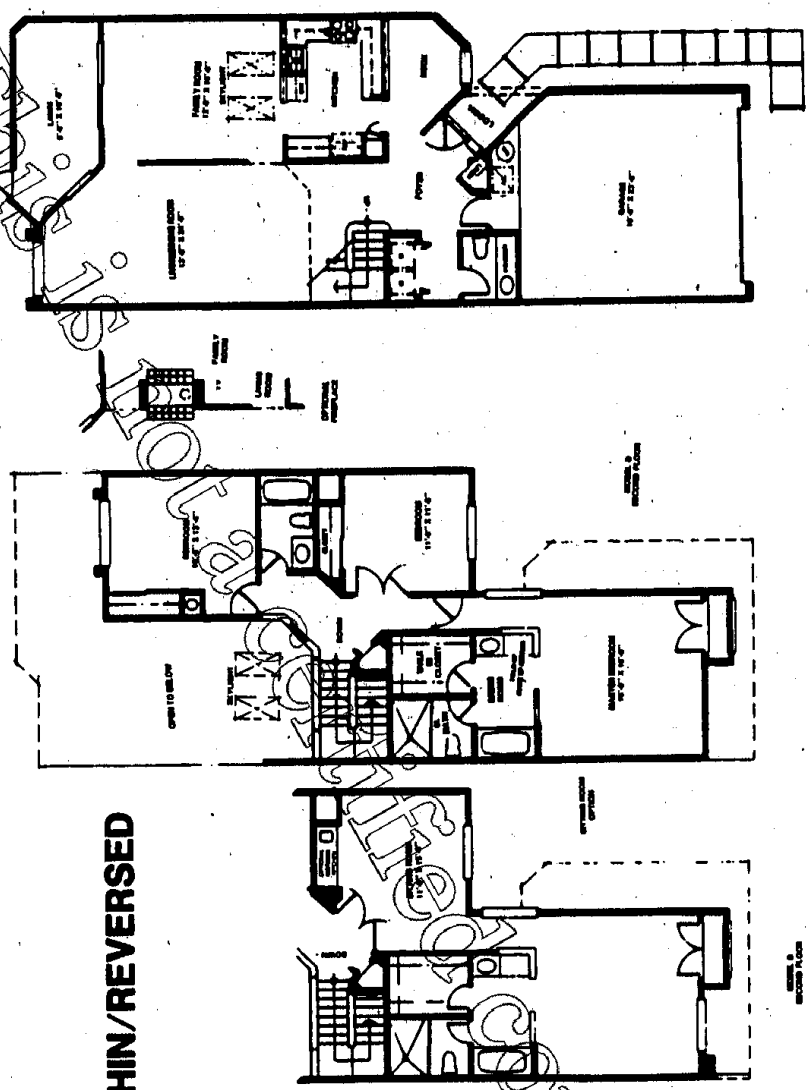
UNIT TYPE D

84899 P0217

ISLES OF
BOCA

CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE VI) (PROPOSED)

84899 P0218

DESCRIPTION: Building 6 - Phase 6

A portion of DEERHURST LAKES PHASE ONE, according to the Plat thereof, as recorded in Plat Book 43, Pages 63 thru 65 inclusive, TOGETHER WITH a portion of Tract 73 of BOCA DEL MAR No. 7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 thru 217 inclusive all of the Public Records of Palm Beach County, Florida described as follows:

COMMENCING at the Southeast corner of said Tract 73; thence South 89°32'51" West, along the South line of said Tract 73, a distance of 1254.02 feet; thence North 00°27'09" West, at right angles to the last described course, a distance of 328.06 feet to the POINT OF BEGINNING; thence North 72°34'43" West, a distance of 114.65 feet; thence North 30°00'00" East, a distance of 146.90 feet; thence North 03°36'02" East, a distance of 31.88 feet; thence South 48°00'00" East, a distance of 128.89 feet; thence South 30°00'00" West, a distance of 123.69 feet to the POINT OF BEGINNING.

Said lands approximate, lying and being in Palm Beach County, Florida and containing 0.385 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 BOCA DEL MAR NO.7, as recorded in Plat Book 30, Pages 210-217 inclusive 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.

80-0202
11-11-85
DER:iv

84899 P0219

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EXHIBIT "O" TO
DECLARATION OF CONDOMINIUM

ISLES OF BOCA CONDOMINIUM, SECTION I

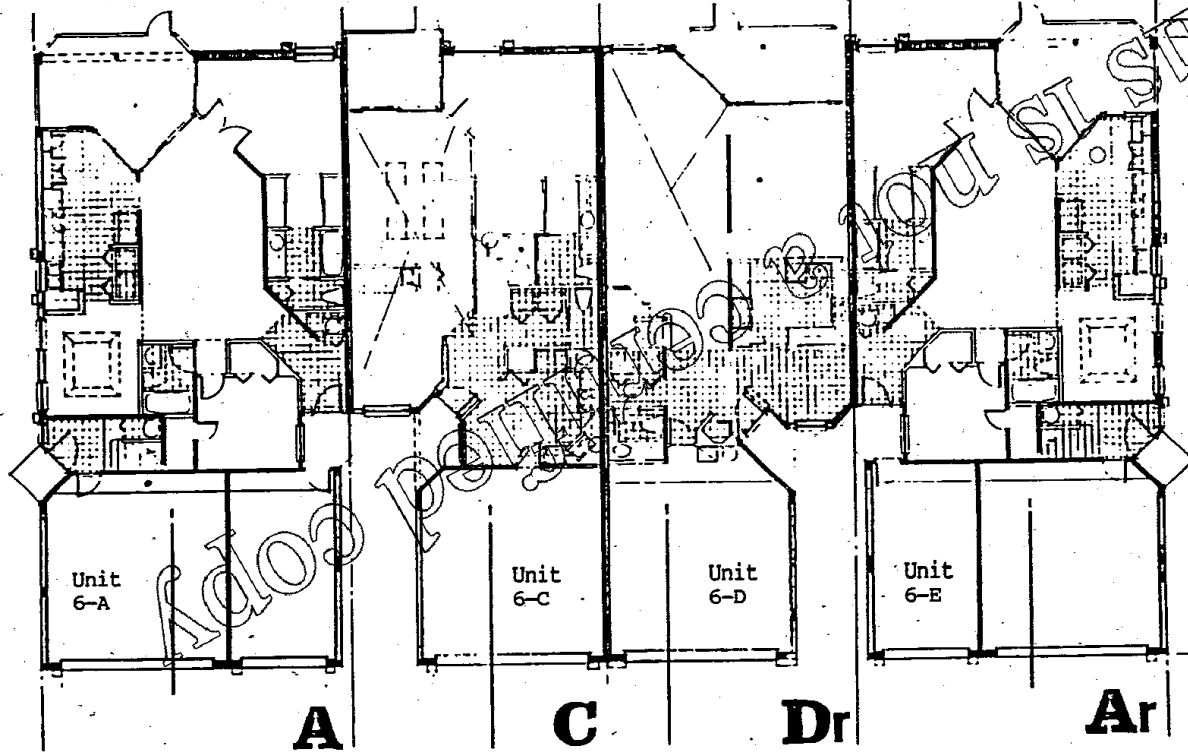
SURVEY, SITE PLAN, PLOT PLAN, BUILDING FLOOR PLANS,
UNIT FLOOR PLANS, (PHASE VI) (PROPOSED)

B7899 P0220

B4899 P0222

ISLES OF
B O C A

SECTION I



1st FLOOR
BUILDING #6

The designation of unit type C or unit type D includes unit types C, D, C-Reverse or D-Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C-Reverse or D-Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C-Reverse and D-Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C-Reverse and D-Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

EXHIBIT "O"

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

B4899 P0223

ISLES OF
B O C A

SECTION I

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

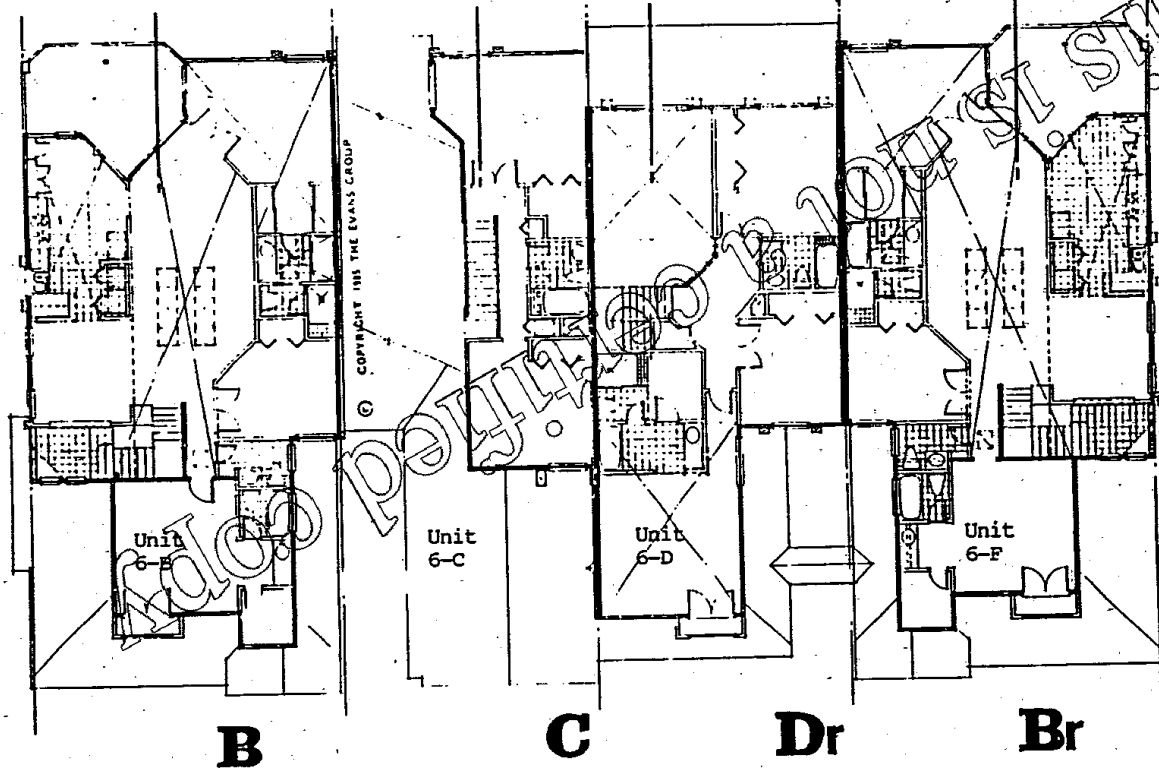


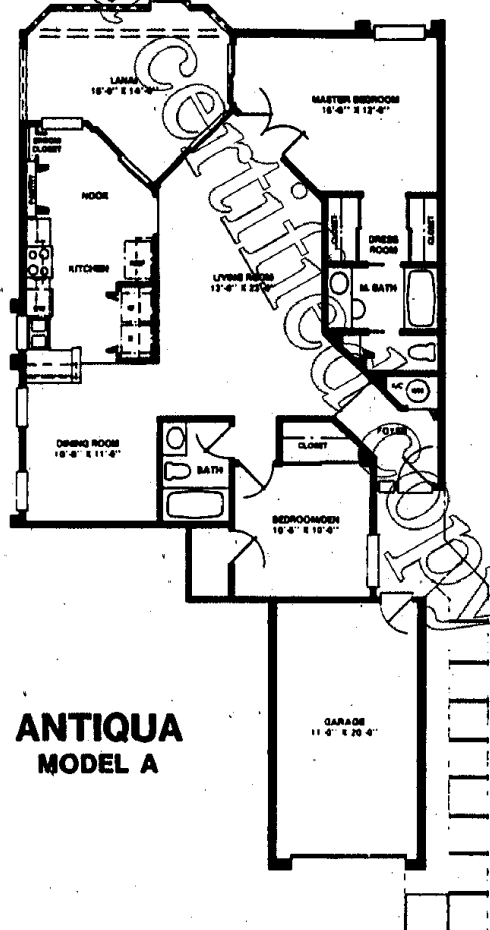
EXHIBIT "O"

2nd FLOOR
BUILDING #6

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

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ISLES OF BOCA
CONDOMINIUM, SECTION I



**ANTIQUA
 MODEL A**

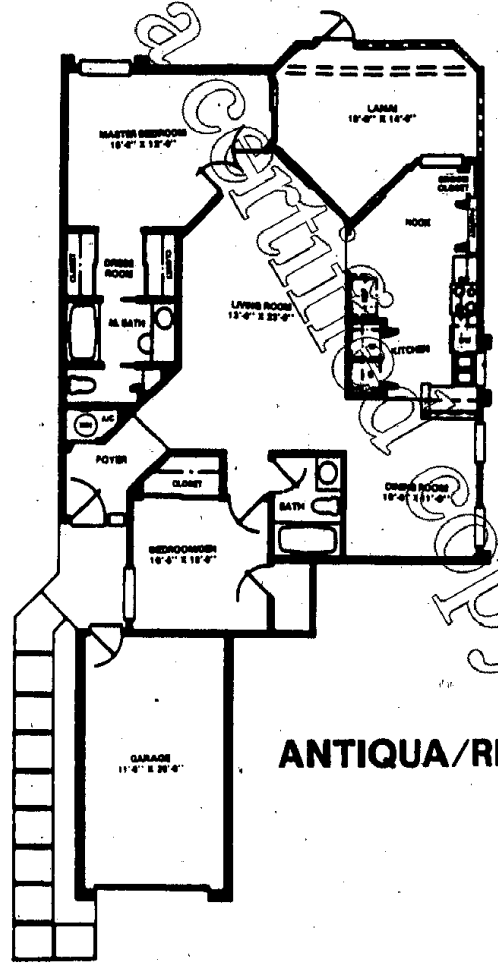
UNIT TYPE A

87899 P0224

This is not a

ISLES OF
B O C A

CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

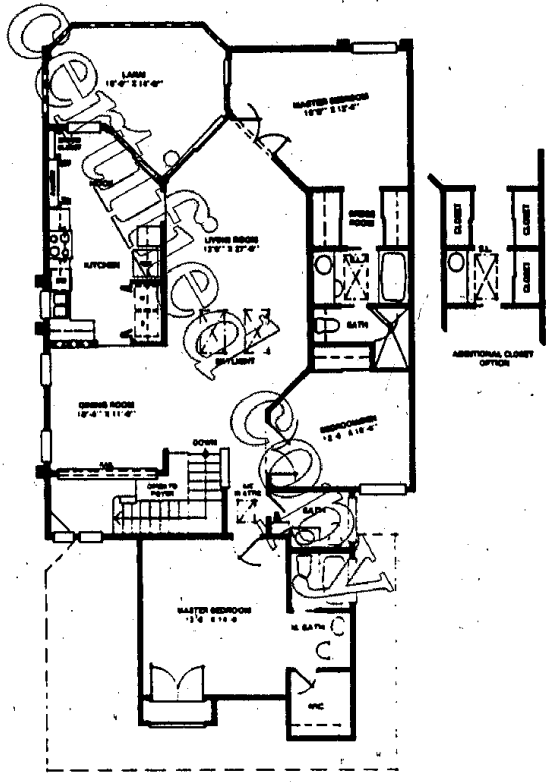
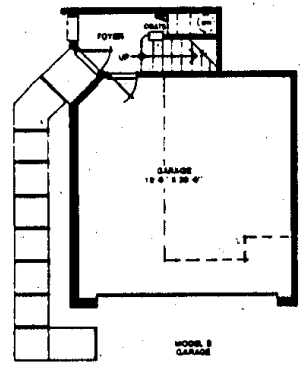
UNIT TYPE A REVERSE

87899 P0225

This is not a

**ISLES OF
B O C A**
CONDOMINIUM, SECTION I

**BERMUDA
MODEL B**

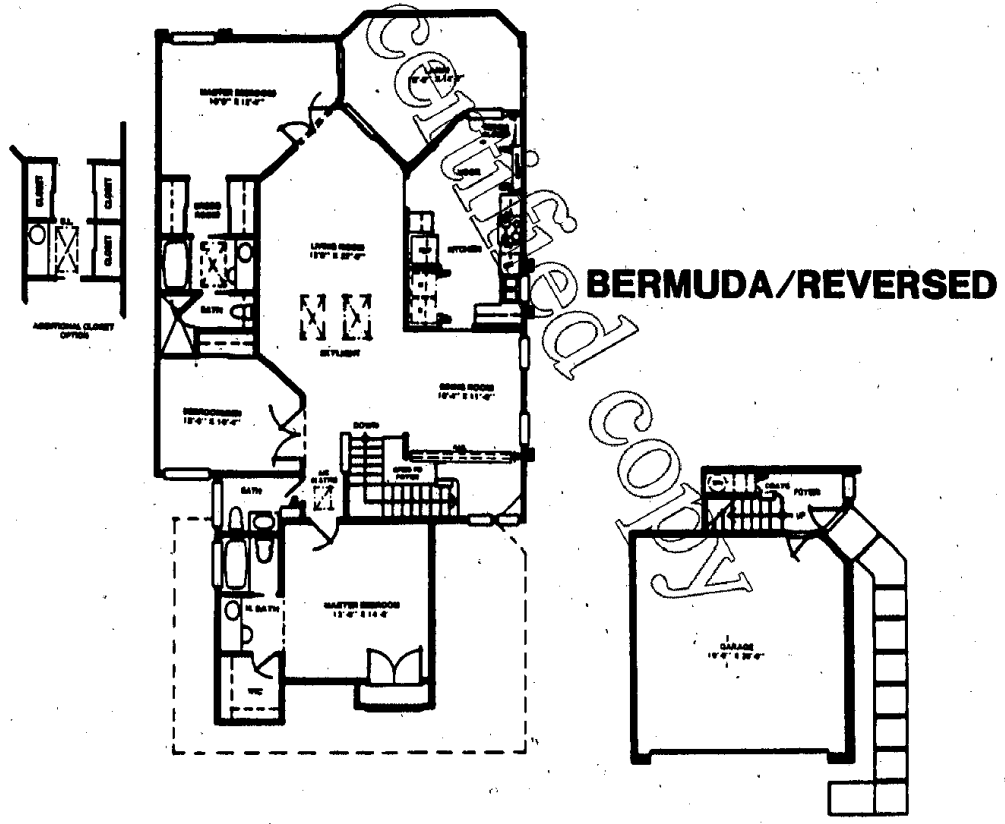


UNIT TYPE B

87899 P0226

This is not a

ISLES OF
B O C A
CONDOMINIUM, SECTION I

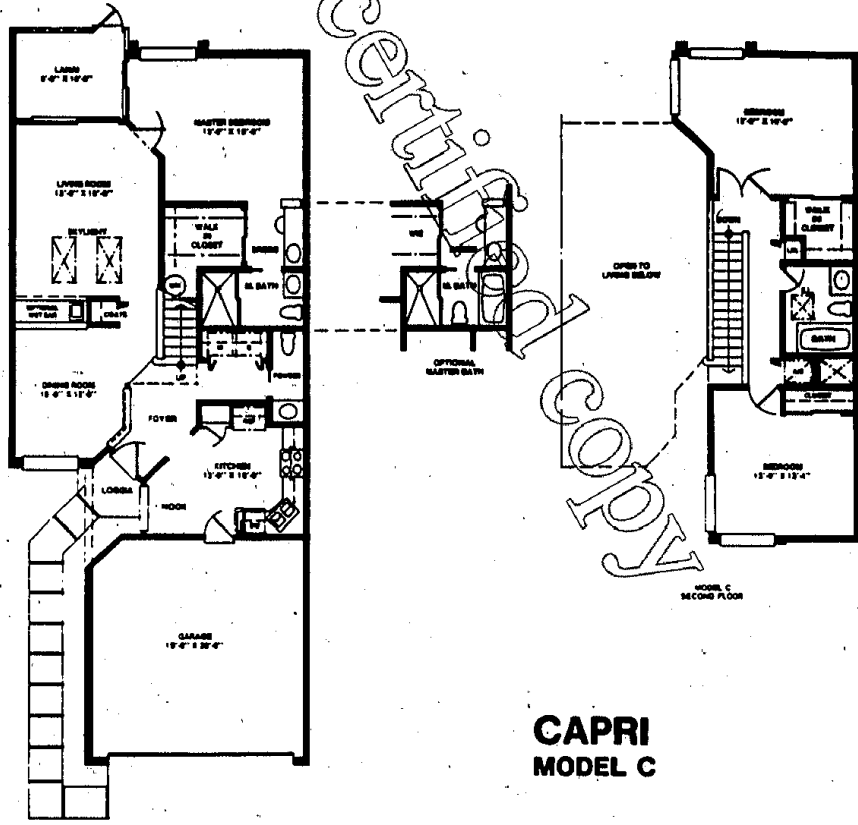


87899 P0227

UNIT TYPE B REVERSE

This is not a certified copy

ISLES OF BOCA
CONDOMINIUM, SECTION I

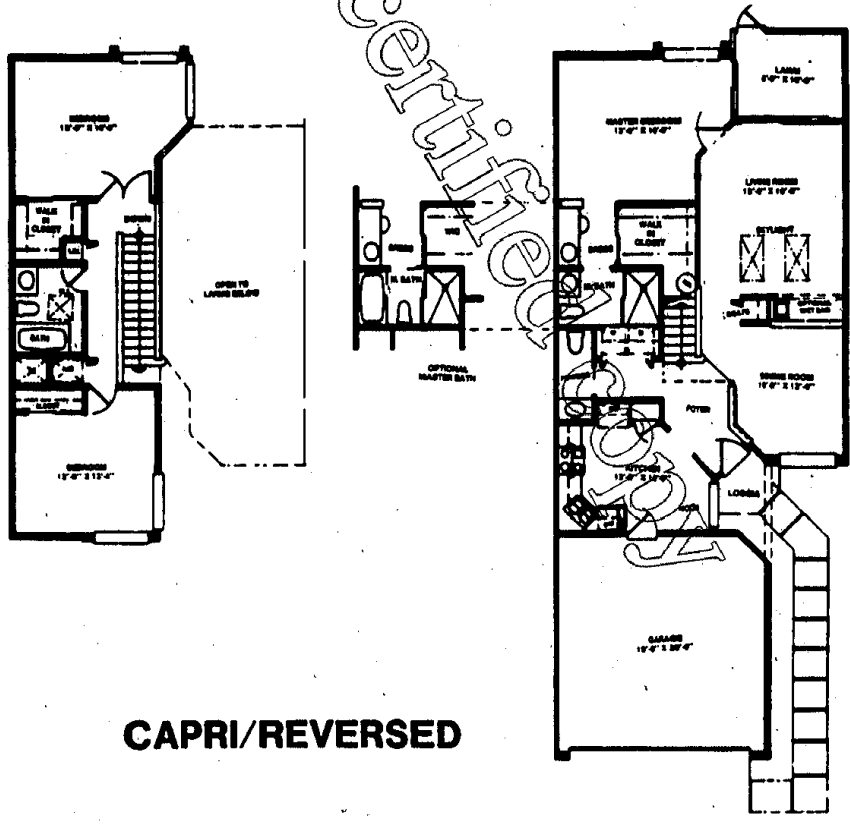


B4899 P0228

**CAPRI
MODEL C**

UNIT TYPE C

ISLES OF
B O C A
CONDOMINIUM, SECTION I



87899 P0229

CAPRI/REVERSED

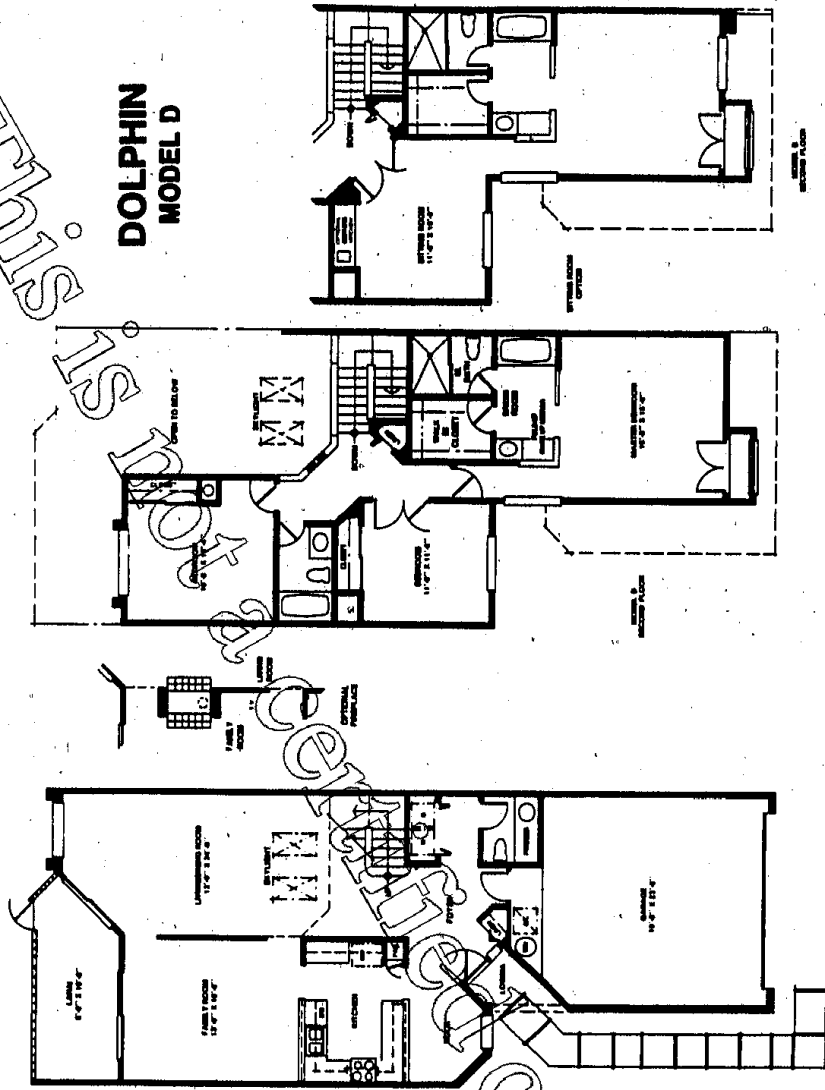
UNIT TYPE C REVERSE

84899 P0230

ISLES OF
B O C A

CONDOMINIUM, SECTION I

DOLPHIN
MODEL D



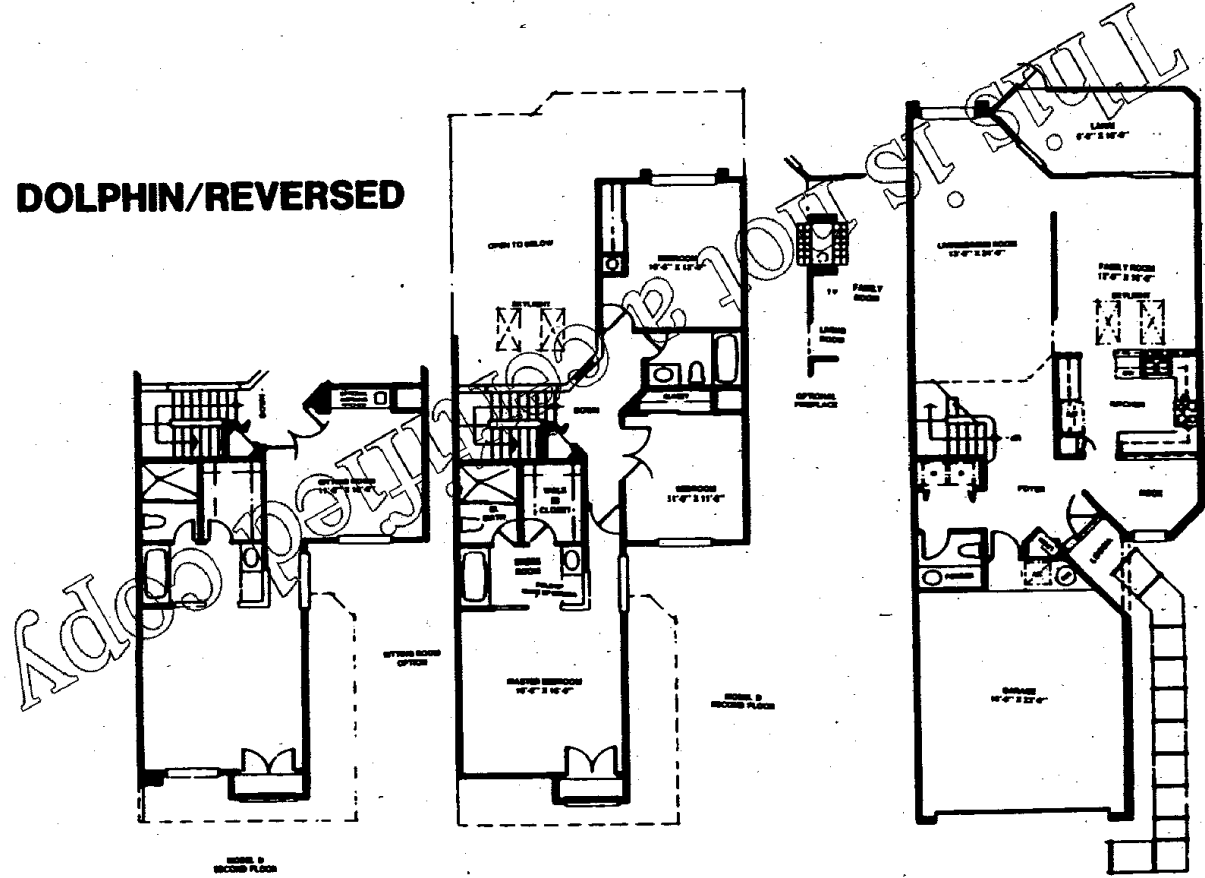
UNIT TYPE D

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B4899 P0231

ISLES OF
B O C A
CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT D
SECOND FLOOR

UNIT TYPE D REVERSE

This is not a certified copy

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE VII) (PROPOSED)

B4899 P0232

DESCRIPTION: Building 7 - Phase 7

A portion of DEERHURST LAKES PHASE ONE, according to the Plat thereof, as recorded in Plat Book 43, Pages 63 thru 65 inclusive, TOGETHER WITH a portion of Tract 73 of BOCA DEL MAR No. 7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 thru 217 inclusive all of the Public Records of Palm Beach County, Florida described as follows:

COMMENCING at the Southeast corner of said Tract 73; thence South $89^{\circ}32'51''$ West, along the South line of said Tract 73, a distance of 1154.88 feet; thence North $00^{\circ}27'09''$ West, at right angles to the last described course, a distance of 435.23 feet to the POINT OF BEGINNING; thence North $48^{\circ}00'00''$ West, a distance of 128.58 feet; thence South $42^{\circ}00'00''$ West, a distance of 25.00 feet; thence North $48^{\circ}00'00''$ West, a distance of 26.83 feet; thence North $03^{\circ}36'02''$ East, a distance of 69.14 feet; thence North $68^{\circ}33'16''$ East, a distance of 102.51 feet to a point of curvature to a curve concave to the South; thence along the arc of said curve having a radius of 25.00 feet, a central angle of $49^{\circ}00'56''$ for an arc distance of 21.39 feet to an intersection with a curve concave to the Northeast and whose radius point bears North $65^{\circ}33'16''$ East; thence Southeast along the arc of said curve having a radius of 380.00 feet, a central angle of $21^{\circ}13'26''$ for an arc distance of 140.76 feet; thence South $42^{\circ}00'00''$ West, a distance of 102.56 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida and containing 0.500 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 BOCA DEL MAR NO.7, as recorded in Plat Book 30, Pages 210-217 inclusive 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.

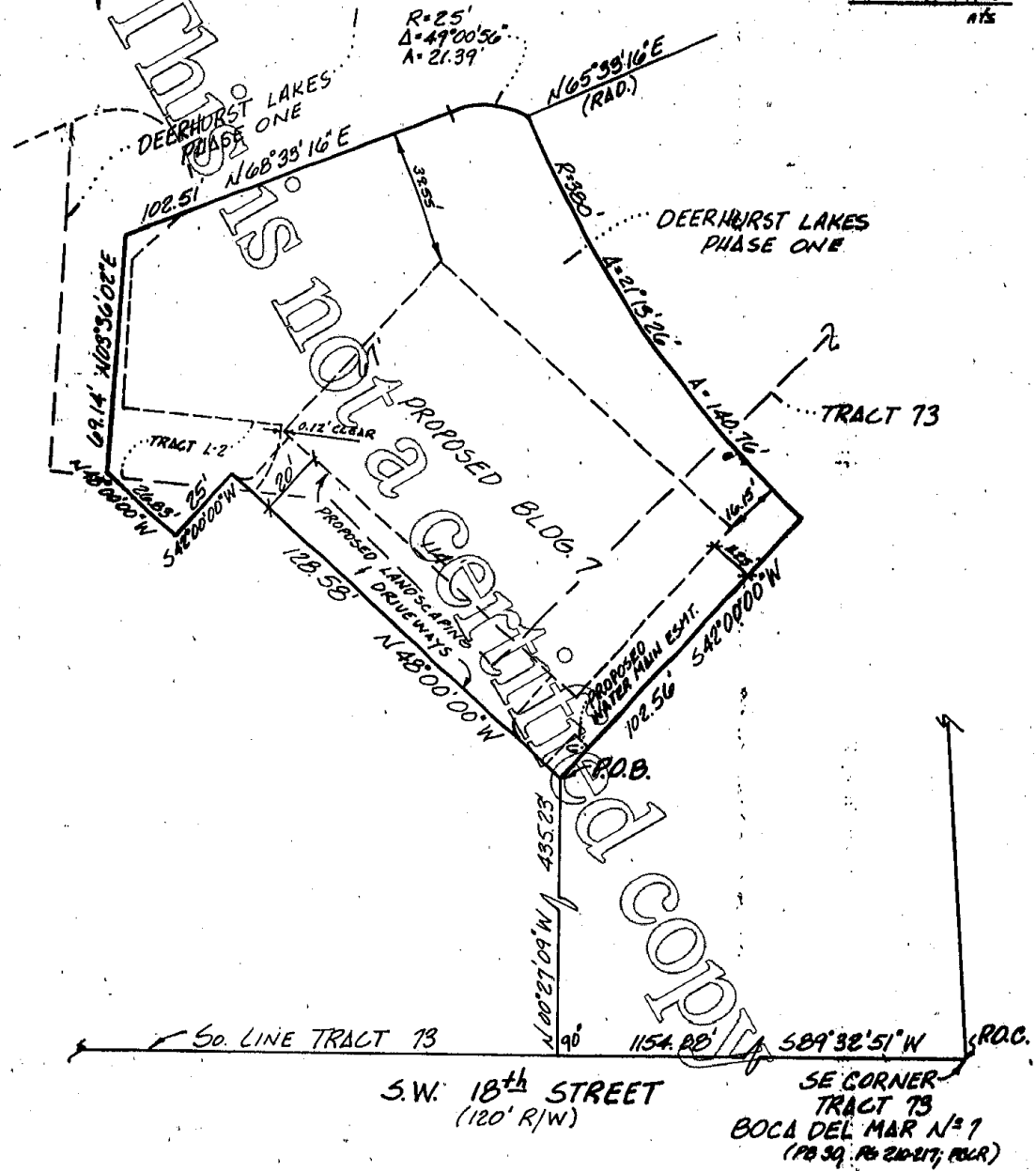
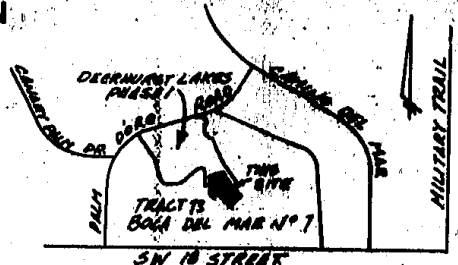
This is not a certified copy

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

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

B4899 P0234

SKETCH TO ACCOMPANY DESCRIPTION
BUILDING 7 - PHASE 7



B4899 P0235

THE LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE UNDERSIGNED, FOR RIGHTS-OF-WAY, EASEMENTS, RESEVATIONS 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.

SHEET 2 of 2

800000

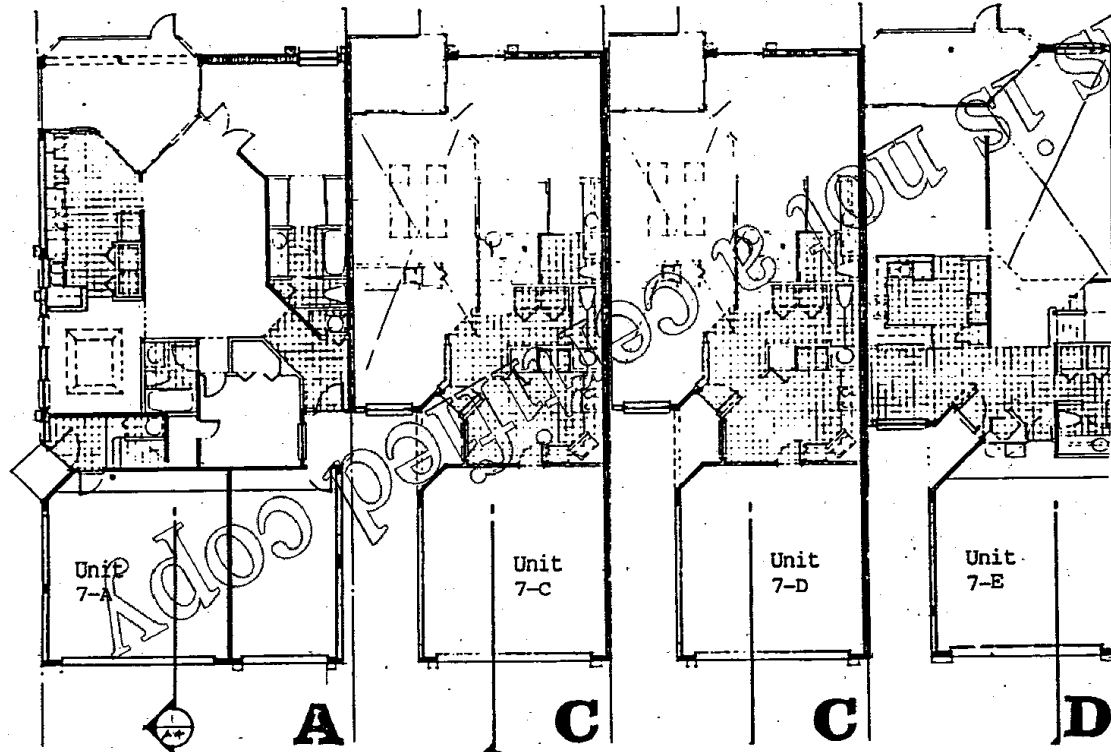
<p><i>Darby and Way, Inc.</i> PROFESSIONAL SURVEYING AND ENGINEERING</p> <p>6500 N.E. 1st AVE FT. LAUDERDALE, FLORIDA 33334 306-771-0051</p>		<p>SCALE 1"=40'</p> <p>DATE 11-15-85</p> <p>BY d.e.f.</p> <p>CHECK DAD</p> <p>FIELD BOOK N/A</p>	<p>REVISION</p> <p>NO. DATE</p> <p>1 ADD'D TRACT L-1'S REVISION 11-15-85</p>
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B4899 P0236

ISLES OF
B O C A

SECTION I

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



1st FLOOR
BUILDING #7

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

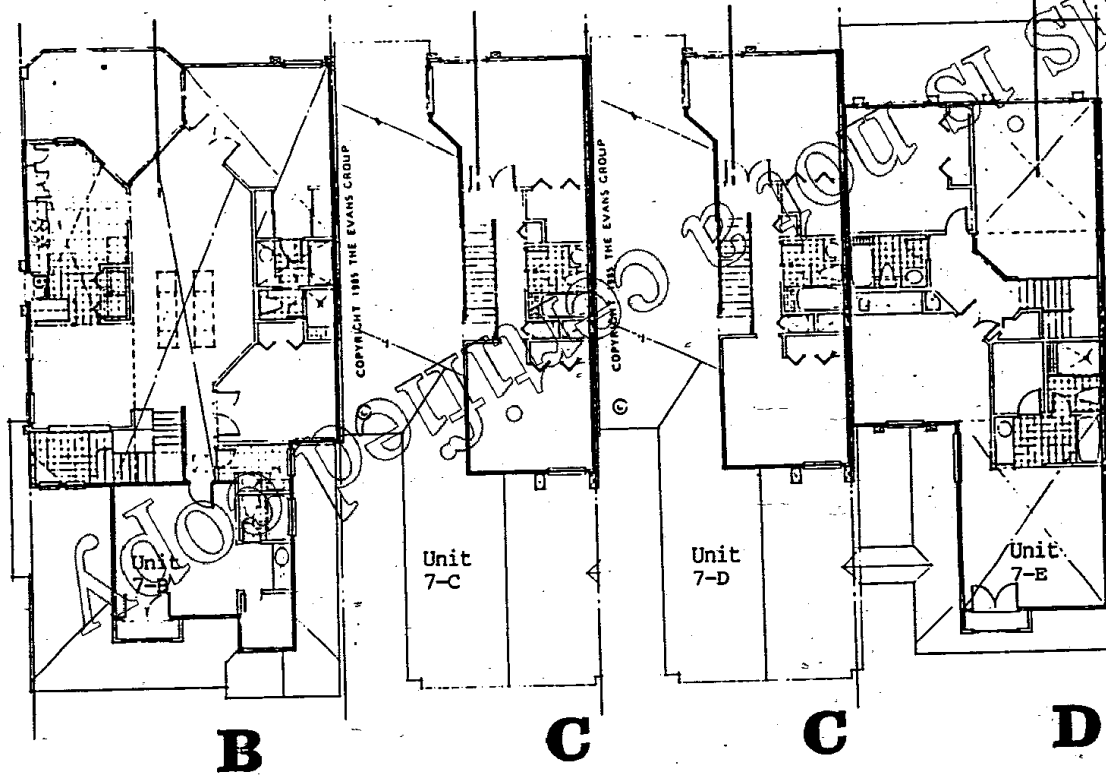
EXHIBIT "Q"

84899 P0237

ISLES OF
B O C A

SECTION I

The designation of Unit type C or Unit type D includes Unit types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



2nd FLOOR
BUILDING #7

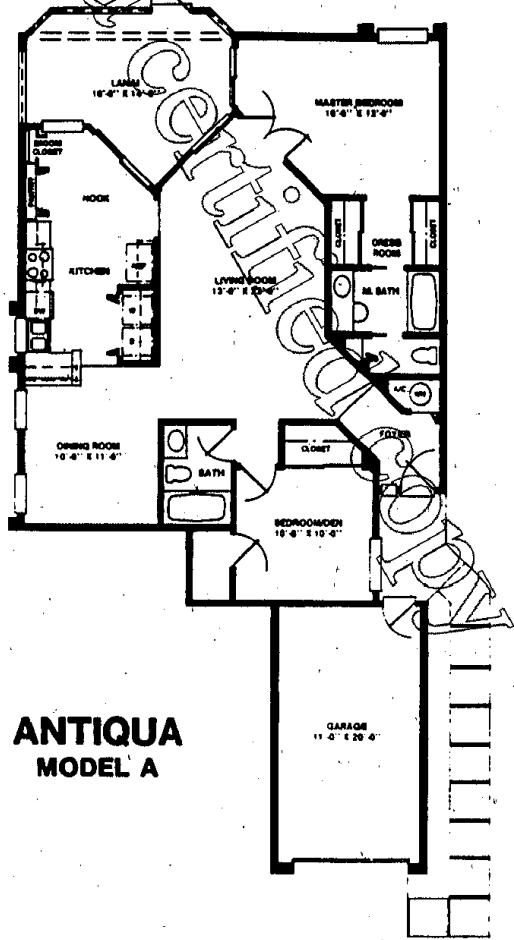
EXHIBIT "Q"

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

This is not a certified document

1

ISLES OF
B O C A
CONDOMINIUM, SECTION I



87899 P0238

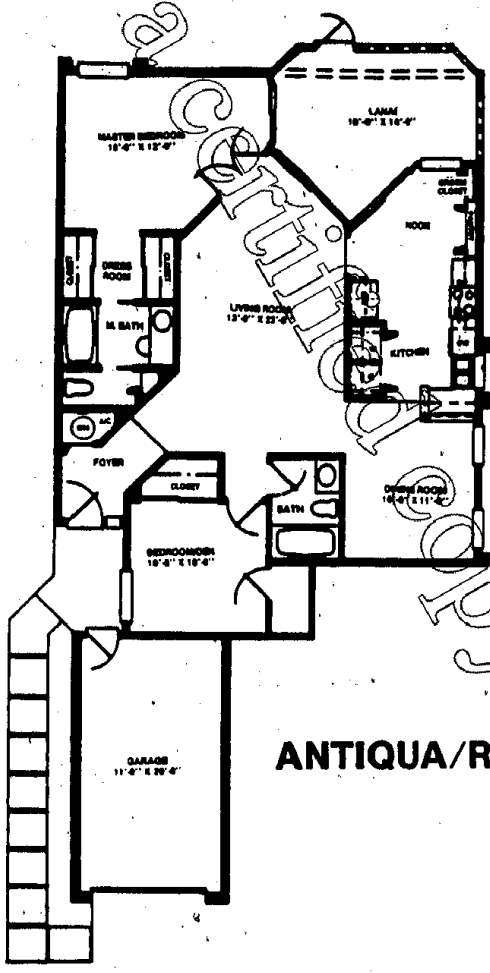
**ANTQUA
MODEL A**

UNIT TYPE A

This is not a

ISLES OF
B O C A

CONDOMINIUM, SECTION I



ANTQUA/REVERSED

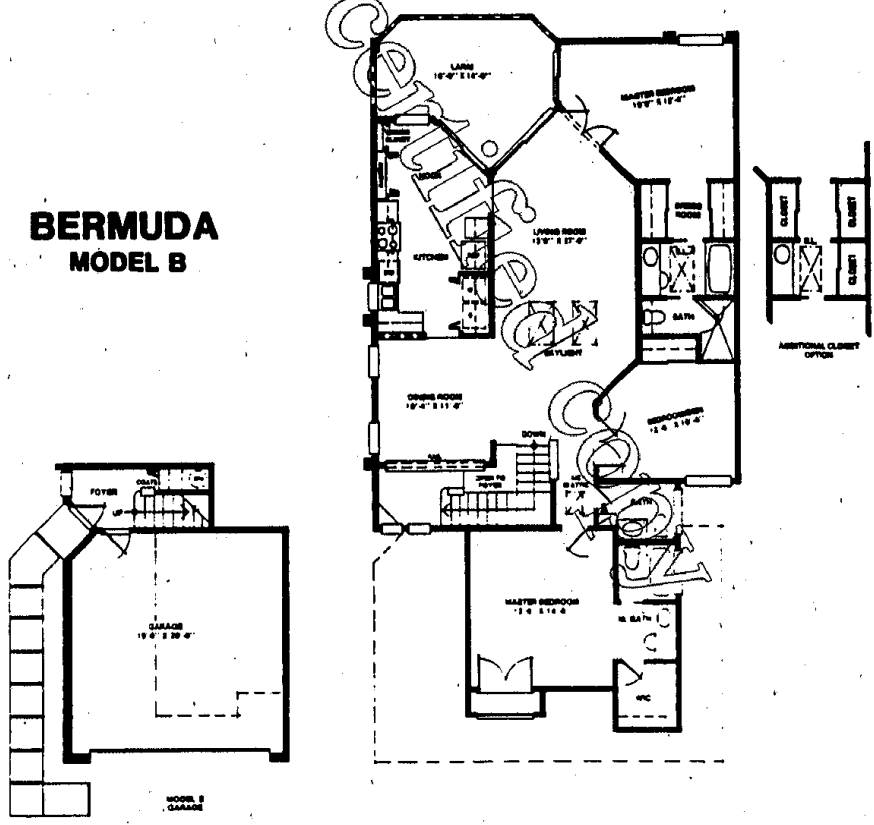
87899 P0239

UNIT TYPE A REVERSE

This is not a

ISLES OF
B O C A
CONDOMINIUM, SECTION I

BERMUDA
MODEL B

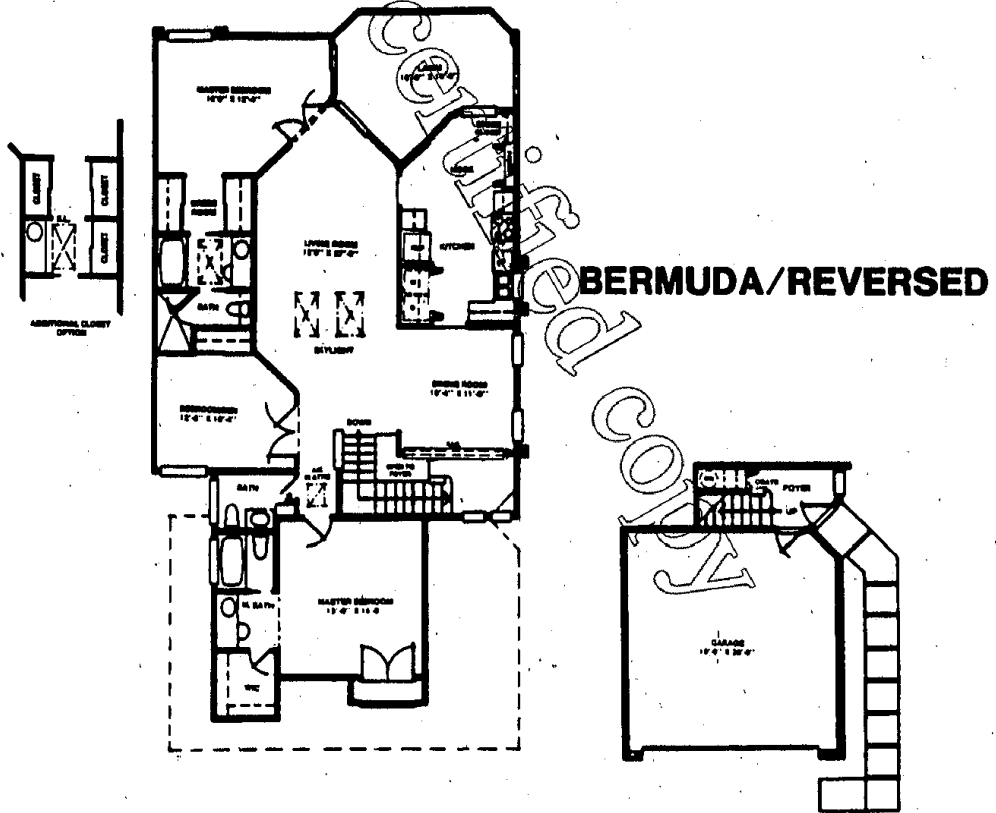


UNIT TYPE B

B4899 P0240

This is not a

ISLES OF
B O C A
CONDOMINIUM, SECTION I



UNIT TYPE B REVERSE

B7899 P0241

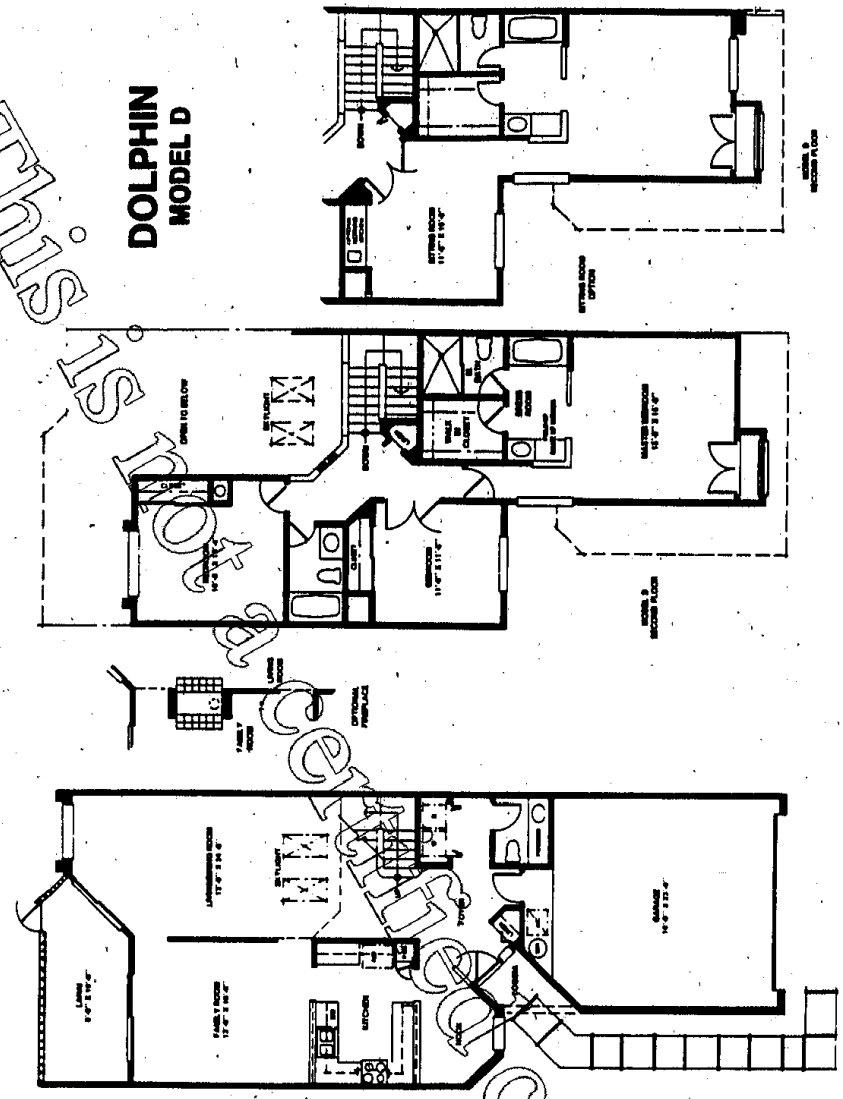
84899 P0244

ISICS OF
B O C OF

CONDOMINIUM, SECTION I

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DOLPHIN
MODEL D

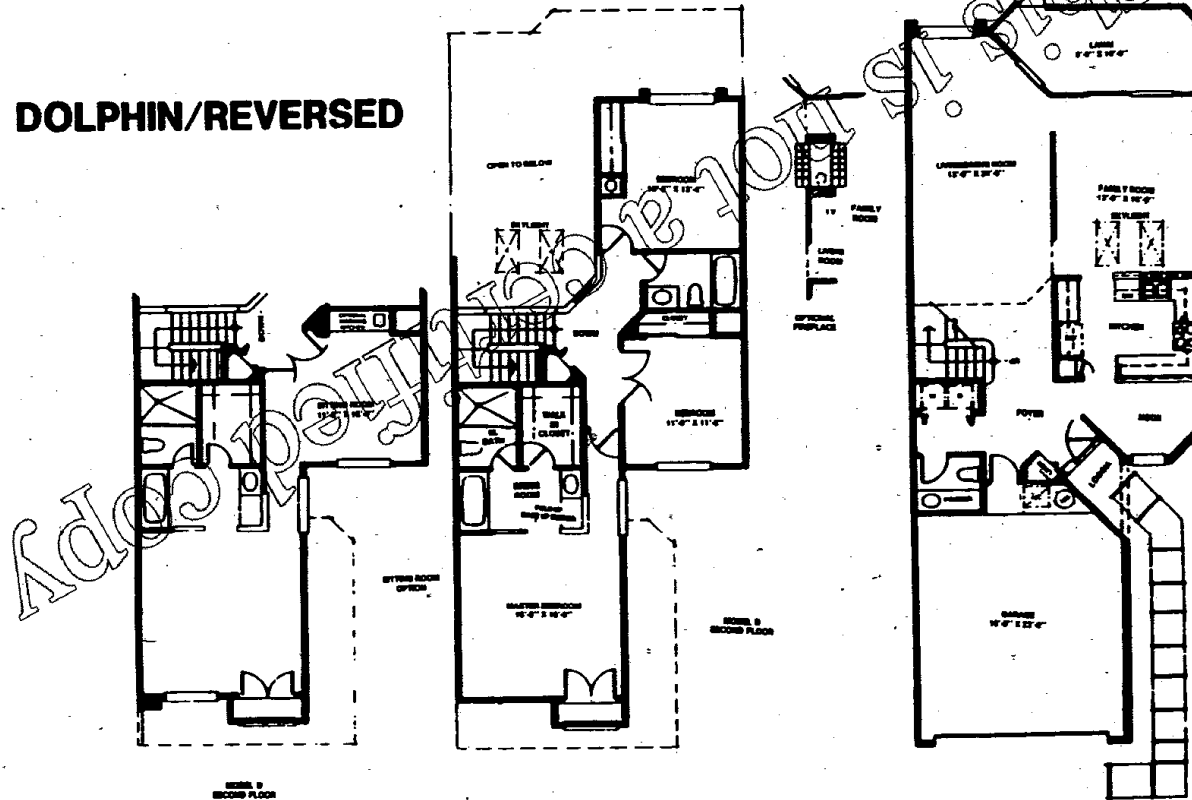


UNIT TYPE D

84899 P0245

ISLES OF
B O C A
CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

This is not a certified copy

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE VIII) (PROPOSED)

B7899 P0246

DESCRIPTION: Building 8 - Phase 8

A portion of Tract 73 of BOCA DEL MAR No.7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 thru 217 inclusive of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCING at the Southeast corner of said Tract 73; thence South $89^{\circ}32'51''$ West, along the South line of said Tract 73, a distance of 1054.66 feet; thence North $00^{\circ}27'09''$ West, at right angles to the last described course, a distance of 309.67 feet to the POINT OF BEGINNING; thence North $48^{\circ}00'00''$ West, a distance of 30.11 feet; thence North $42^{\circ}00'00''$ East, a distance of 25.00 feet; thence North $48^{\circ}00'00''$ West, a distance of 128.58 feet; thence North $42^{\circ}00'00''$ East, a distance of 102.56 feet to an intersection with an arc of a curve concave to the Northeast and whose radius point bears North $44^{\circ}19'51''$ East; thence Southeasterly along the arc of said curve, having a radius of 380.00 feet, a central angle of $18^{\circ}28'51''$, an arc distance of 122.57 feet to the Point of Tangency; thence South $64^{\circ}09'00''$ East, a distance of 12.31 feet to an intersection with a curve concave to the West and whose radius point bears South $53^{\circ}21'09''$ West; thence Southeasterly and Southwesterly along the arc of said curve, having a radius of 45.00 feet, a central angle of $84^{\circ}38'49''$, an arc distance of 66.48 feet to the Point of Tangency; thence South $48^{\circ}00'00''$ West, a distance of 97.58 feet to the POINT OF BEGINNING.

Said lands situated, lying and being in Palm Beach, County, Florida and containing 0.431 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 BOCA DEL MAR No.7, as recorded in Plat Book 30, Pages 210-217 inclusive, 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

80-0202
11/11/85

B4899 P0247

RECORDER'S MEMO: Legibility
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unsatisfactory in this document
when received.

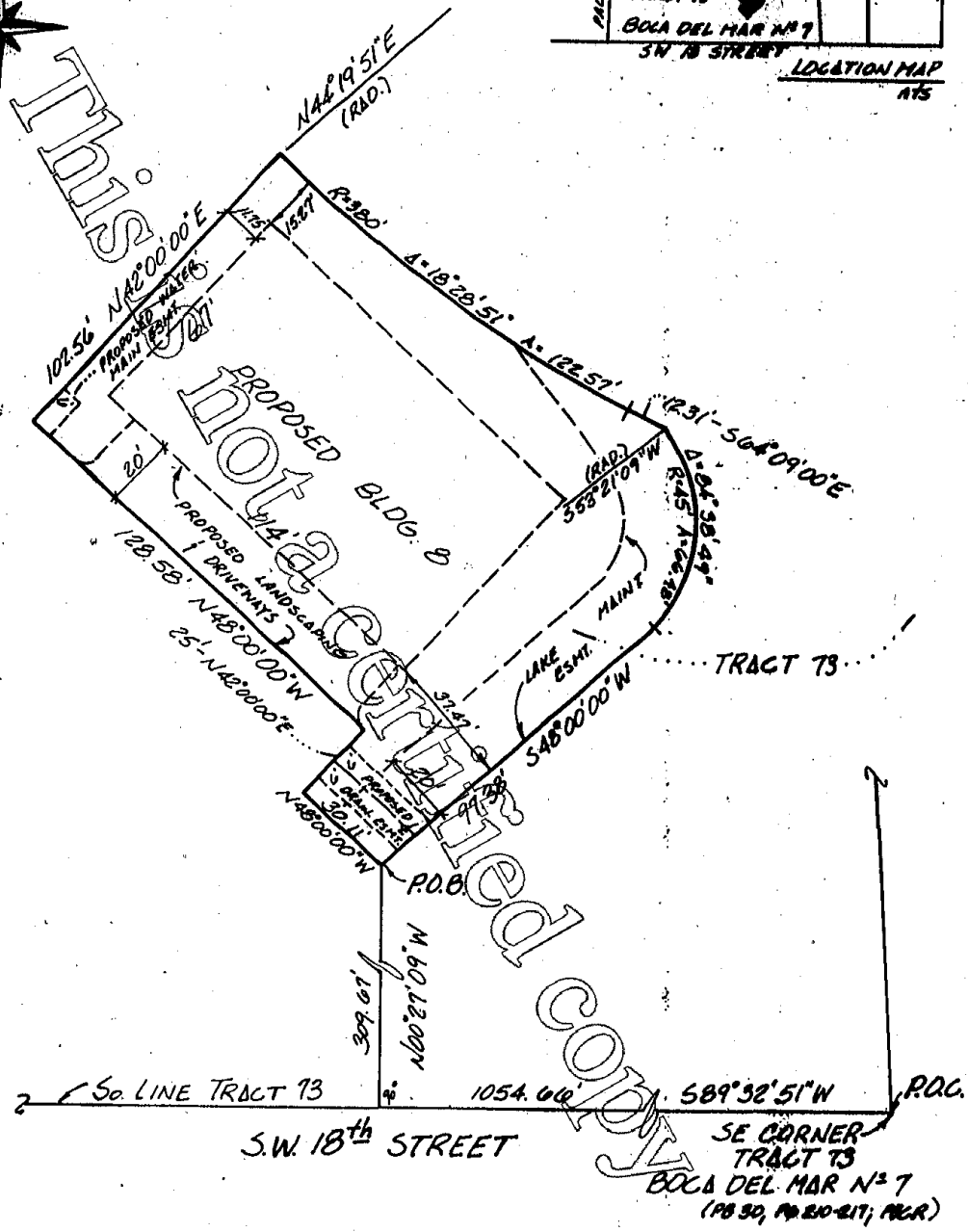
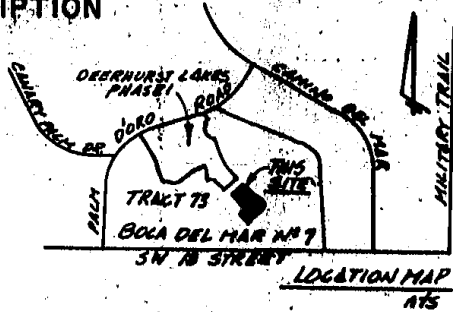
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EXHIBIT "S" TO
DECLARATION OF CONDOMINIUM
ISLES OF BOCA CONDOMINIUM, SECTION I

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

B7899 P0248

SKETCH TO ACCOMPANY DESCRIPTION
BUILDING 8 - PHASE 8



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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SHEET 2 of 2

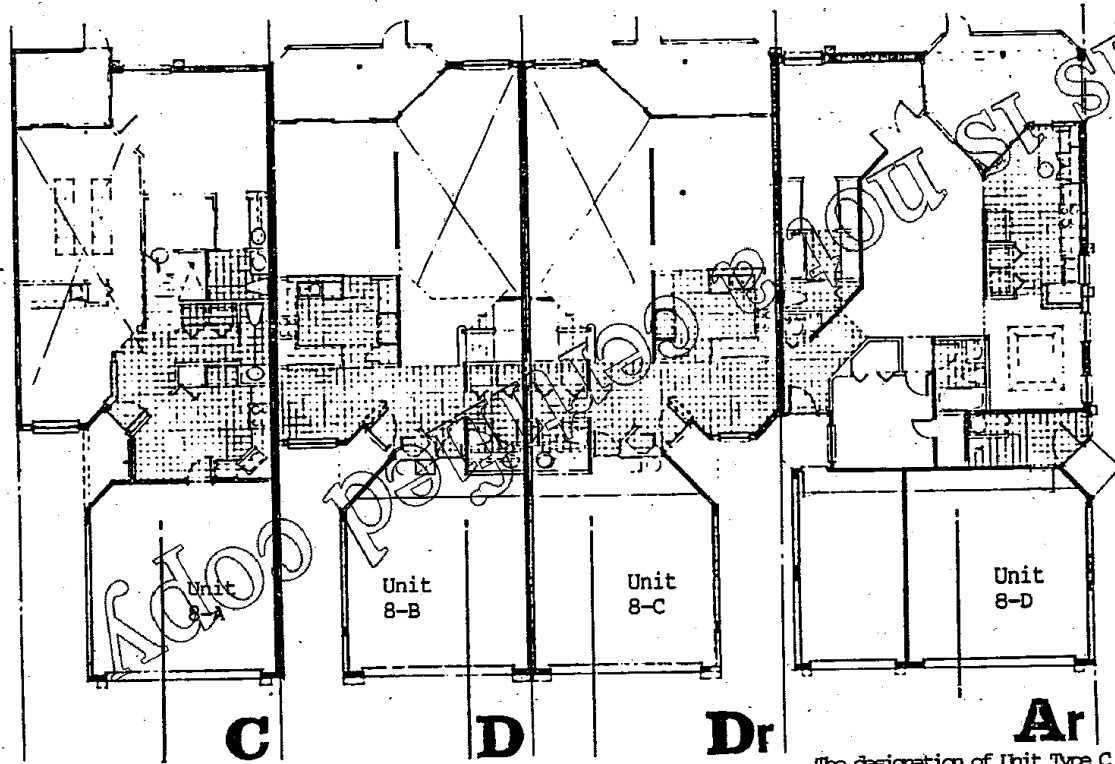
20-0802

87899 P0249

<p><i>Darby and Way, Inc.</i> PROFESSIONAL SURVEYING AND ENGINEERING</p> <p>6300 N.E. 1st AV. FT. LAUDERDALE, FLORIDA 33304 305-771-0051</p>		<p>SCALE 1" = 40'</p> <p>DATE 11-19-05</p> <p>BY der</p> <p>CHECK mc</p> <p>FIELD BOOK N/A</p> <p>PAGE</p>	<table border="1"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>APP</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11-19-05</td> <td>der</td> <td>mc</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION	DATE	BY	CHK	APP	1	11-19-05	der	mc																					
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ISLES OF
B O C A

SECTION I



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

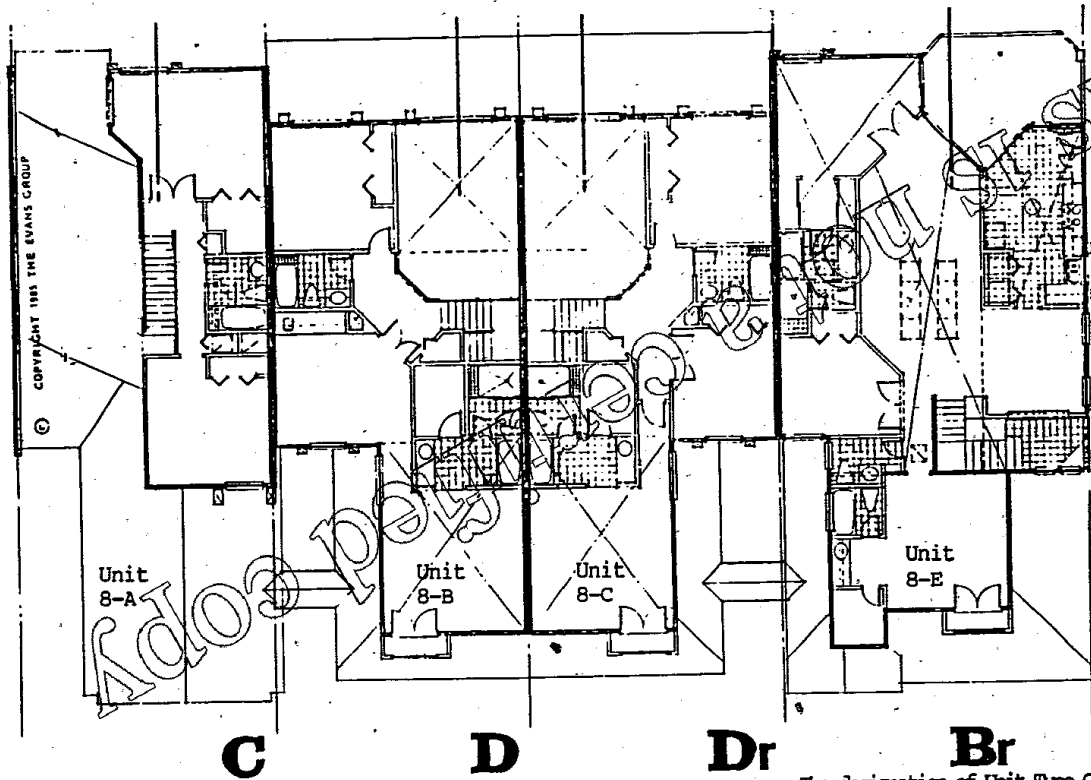
EXHIBIT "S"

1st FLOOR
BUILDING #8

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

ISLES OF
B O C A

SECTION I



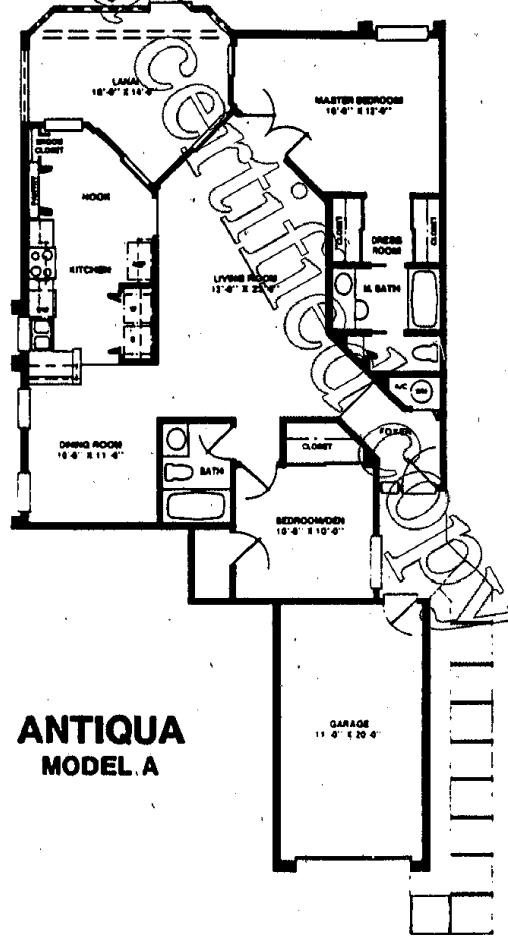
RECORDERS MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

2nd FLOOR
BUILDING #8

The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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ISLES OF BOCA
CONDOMINIUM, SECTION I



**ANTIQUA
MODEL A**

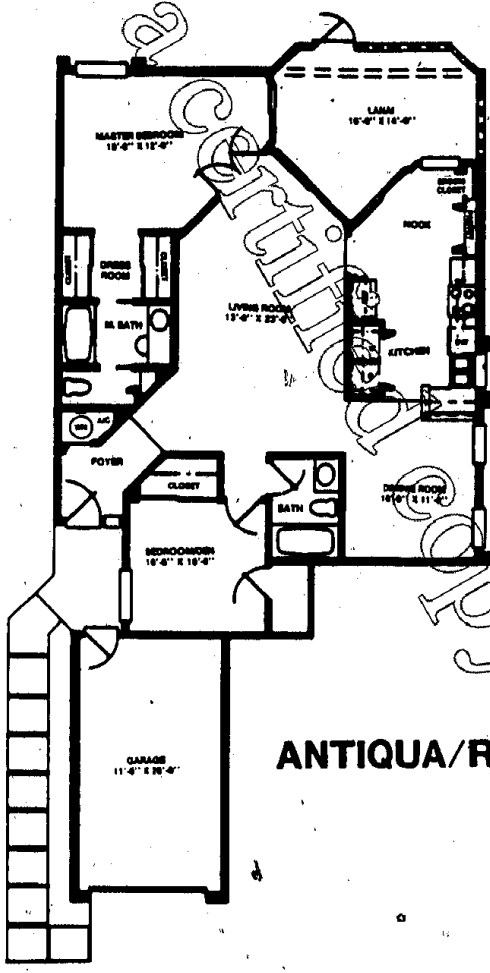
UNIT TYPE A

84899 P0252

This is not a

**ISLES OF
BOCA**

CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

UNIT TYPE A REVERSE

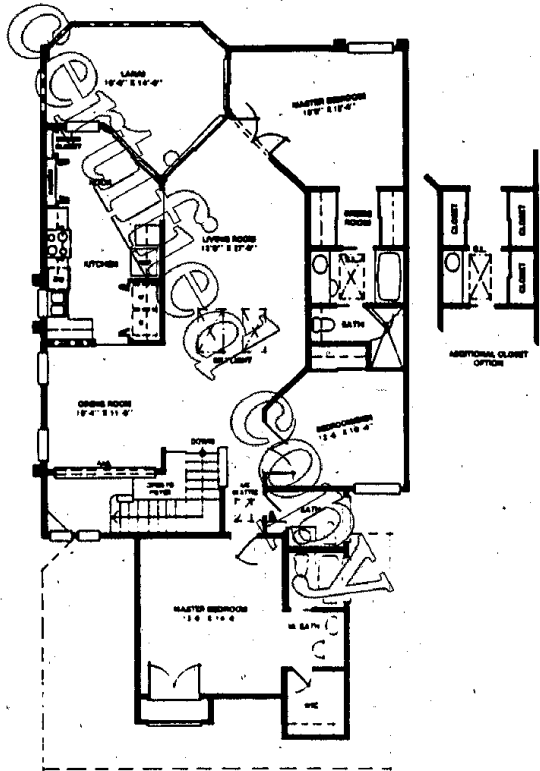
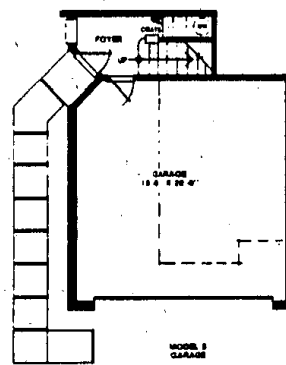
84899 P0253

This is not a

**ISLES OF
B O C A**

CONDOMINIUM, SECTION I

**BERMUDA
MODEL B**

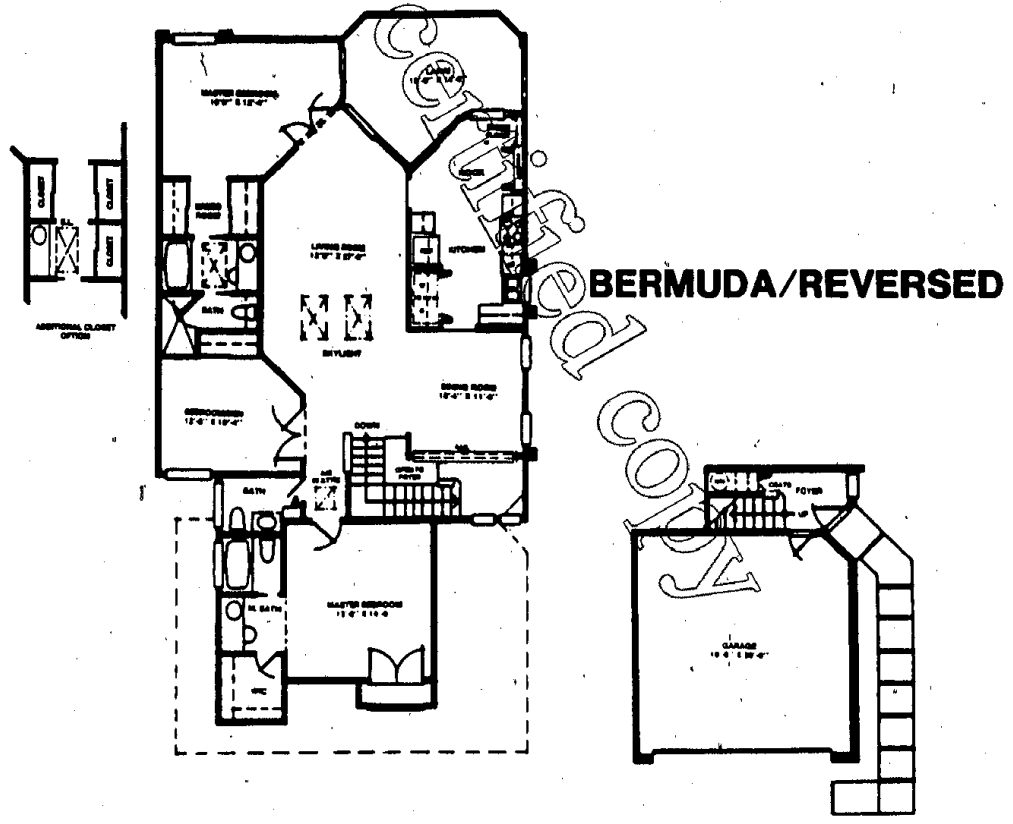


UNIT TYPE B

84899 P0254

This is not a contract

ISLES OF
B O C A
CONDOMINIUM, SECTION I

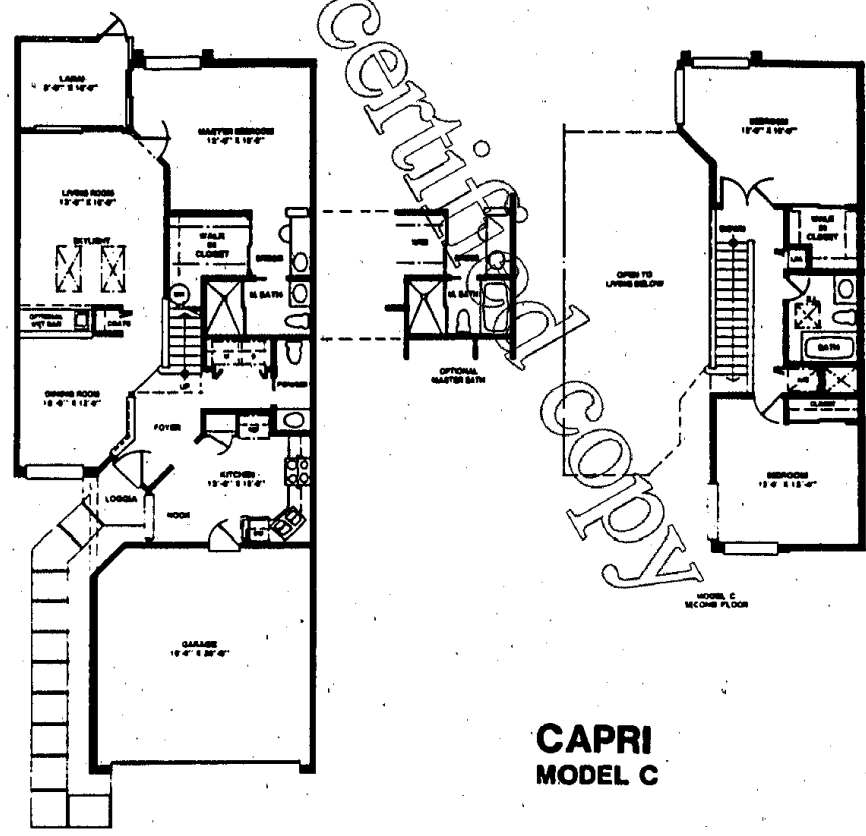


UNIT TYPE B REVERSE

B7899 P0255

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ISLES OF BOCA
CONDOMINIUM, SECTION I



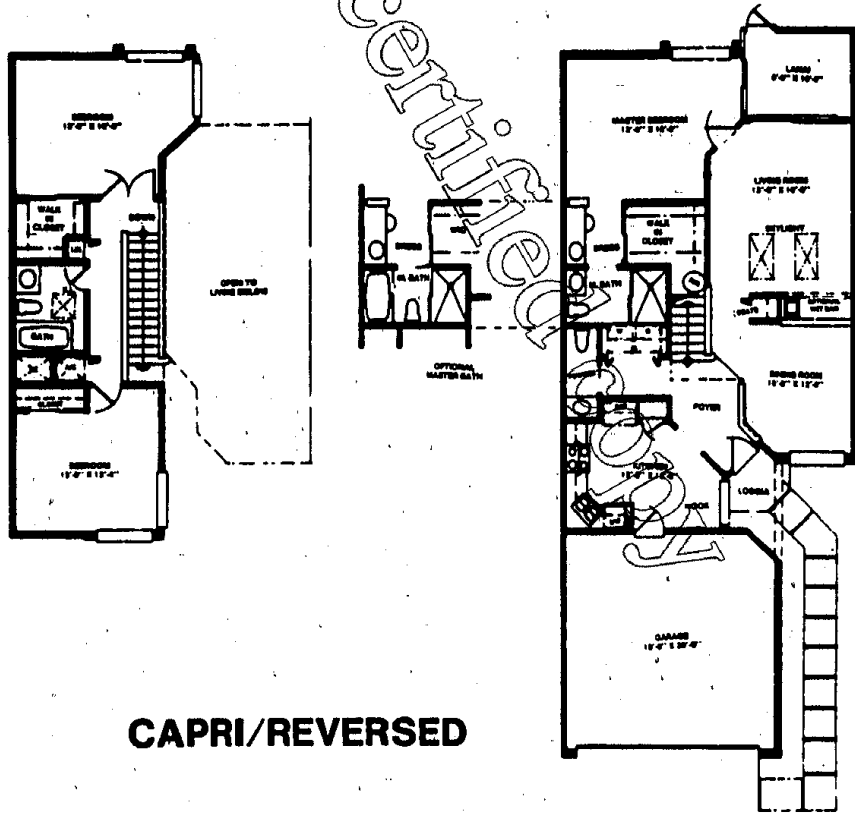
**CAPRI
MODEL C**

UNIT TYPE C

84899 P025b

This is not a certified

ISLES OF
B O C A
CONDOMINIUM, SECTION I



CAPRI/REVERSED

B7899 P0257

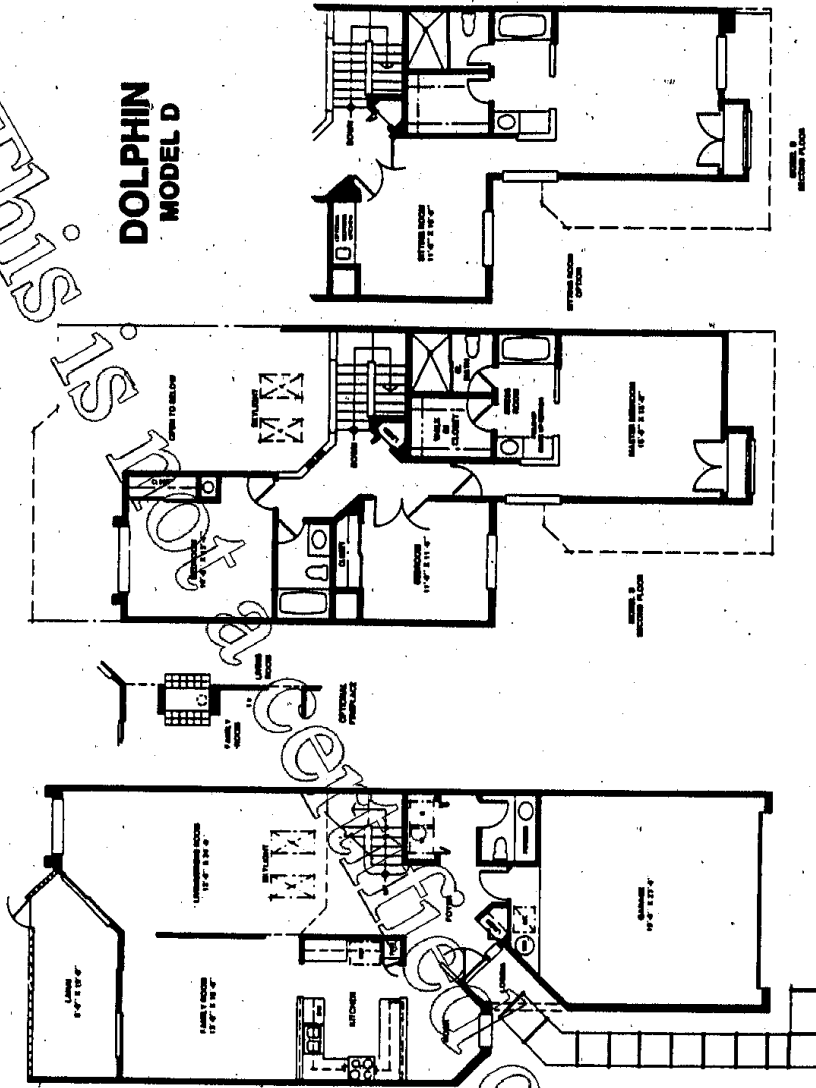
UNIT TYPE C REVERSE

B7899 P0258

ISLES OF
B O C A

CONDOMINIUM, SECTION I

DOLPHIN
MODEL D



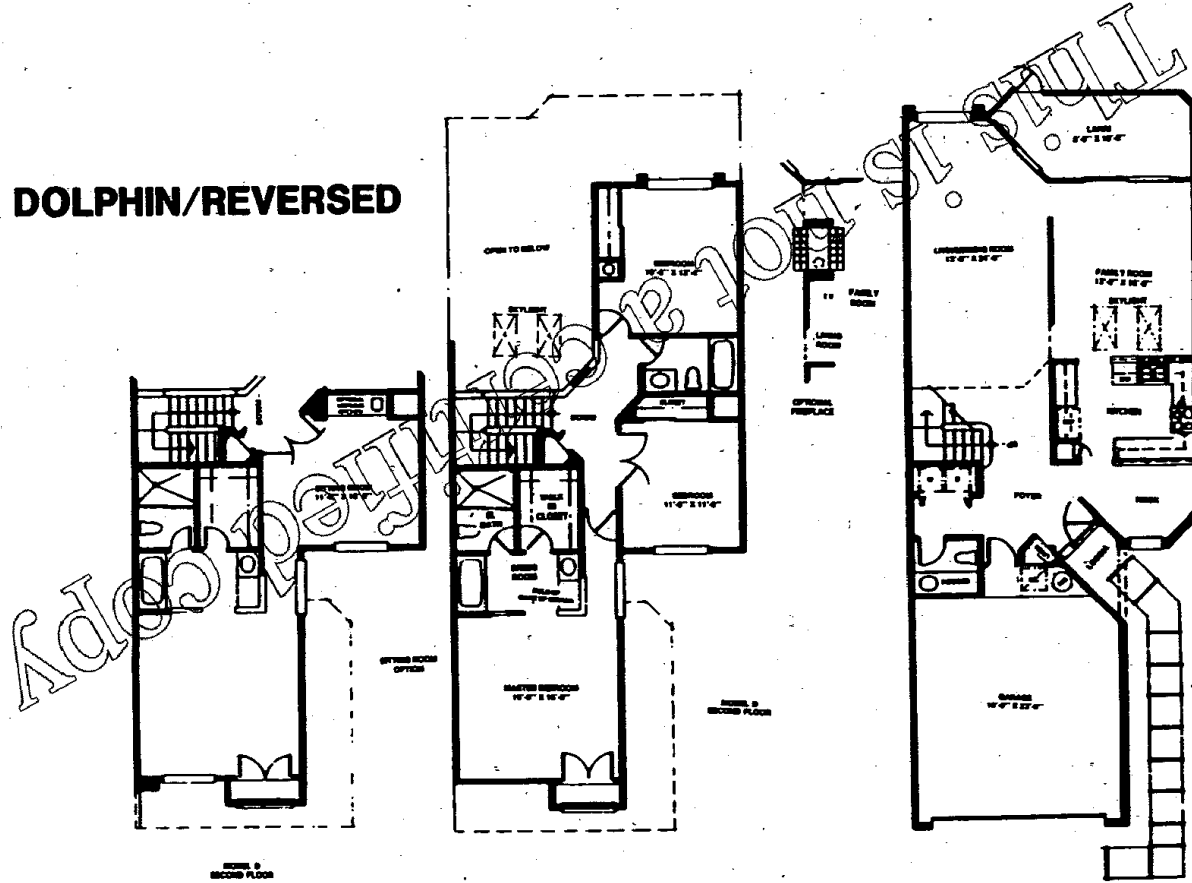
UNIT TYPE D

84899 P0259

**ISLES OF
BOCA**

CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE IA) (PROPOSED)

84899 P0260

DESCRIPTION: Building 9 - Phase 9

A portion of Tract 73 of BOCA DEL MAR No.7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 thru 217 inclusive of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCING at the Southeast corner of said Tract 73; thence South 89°32'51" West, along the South line of said Tract 73; a distance of 1128.39 feet; thence North 00°27'09" West, at right angles to the last described course, a distance of 226.33 feet to the POINT OF BEGINNING; thence South 89°32'51" West, a distance of 107.51 feet; thence North 00°27'09" West, a distance of 37.90 feet to a point of curvature of curve concave to the East; thence along the arc of said curve having a radius of 50.00 feet, a central angle of 26°27'11" for an arc distance of 23.08 feet to the point of compound curvature of a curve concave to the Southeast; thence along the arc of said curve having a radius of 5.00 feet, a central angle of 10°59'58" for an arc distance of 0.96 feet to the Point of Tangency; thence North 37°00'00" East, a distance of 125.67 feet to the point of curvature of a curve concave to the Southeast; thence along the arc of said curve having a radius of 5.00 feet, a central angle of 39°34'53" for an arc distance of 3.45 feet to the point of compound curvature of a curve concave to the South; thence along the arc of said curve having a radius of 15.00 feet, a central angle of 55°25'07" for an arc distance of 14.51 feet to the Point of Tangency; thence South 48°00'00" East, a distance of 112.15 feet; thence South 48°00'00" West, a distance of 74.77 feet to the point of curvature of a curve concave to the East; thence along the arc of said curve having a radius of 54.00 feet, a central angle of 41°21'36" for an arc distance of 38.98 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach, County, Florida and containing 0.408 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 BOCA DEL MAR No.7, as recorded in Plat Book 30, Pages 210-217 inclusive, 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

80-0202
11/11/85

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84899 P0261

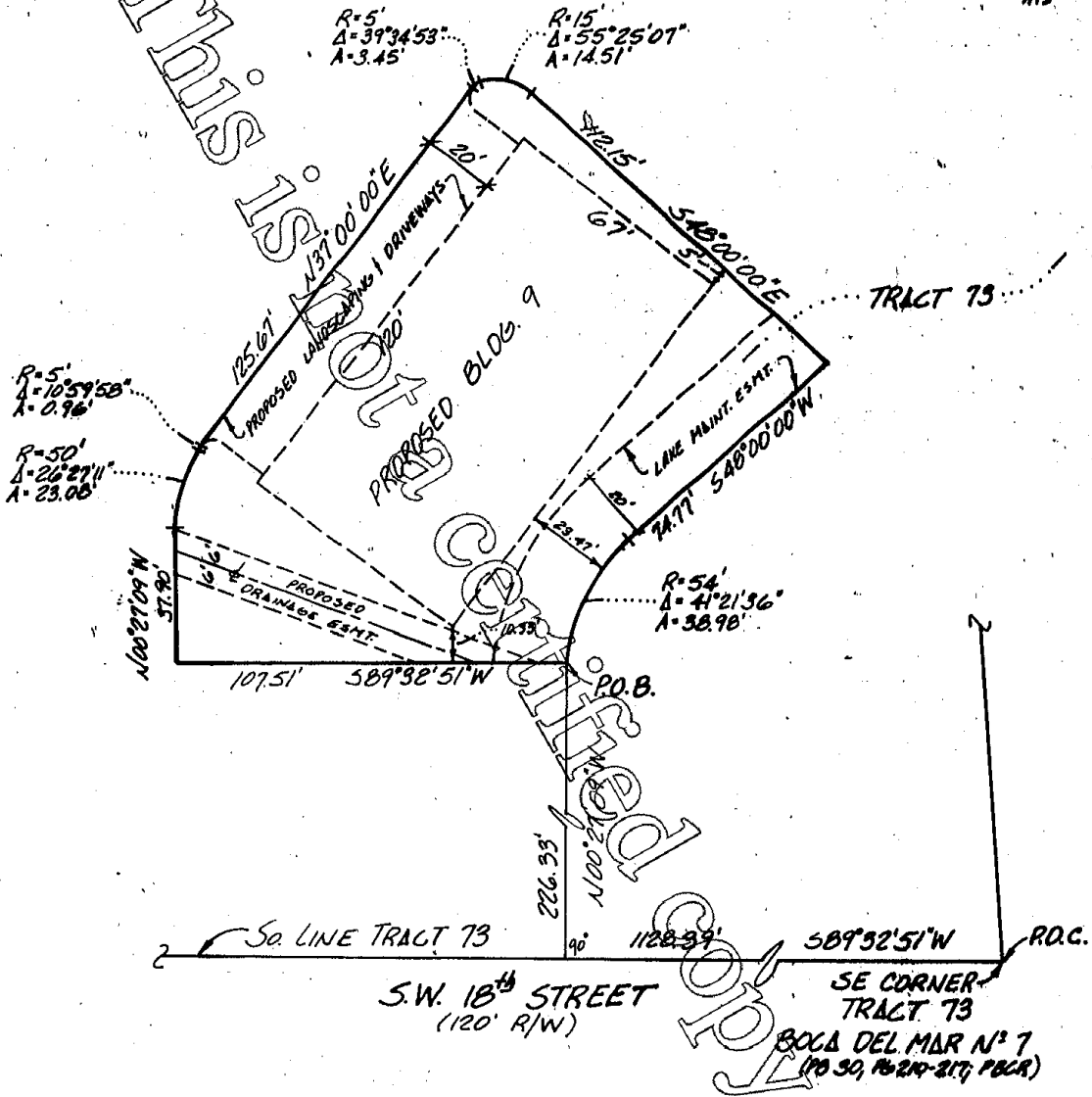
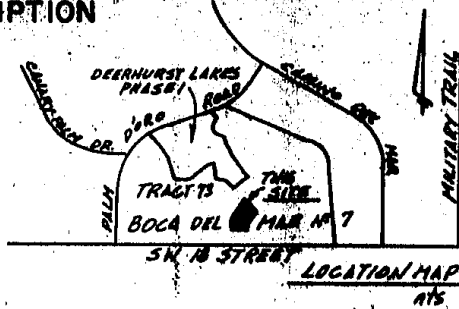
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EXHIBIT "U" TO
DECLARATION OF CONDOMINIUM
ISLES OF BOCA CONDOMINIUM, SECTION I

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

87899 P0262

SKETCH TO ACCOMPANY DESCRIPTION
BUILDING 9 - PHASE 9



R4899 P0263

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.

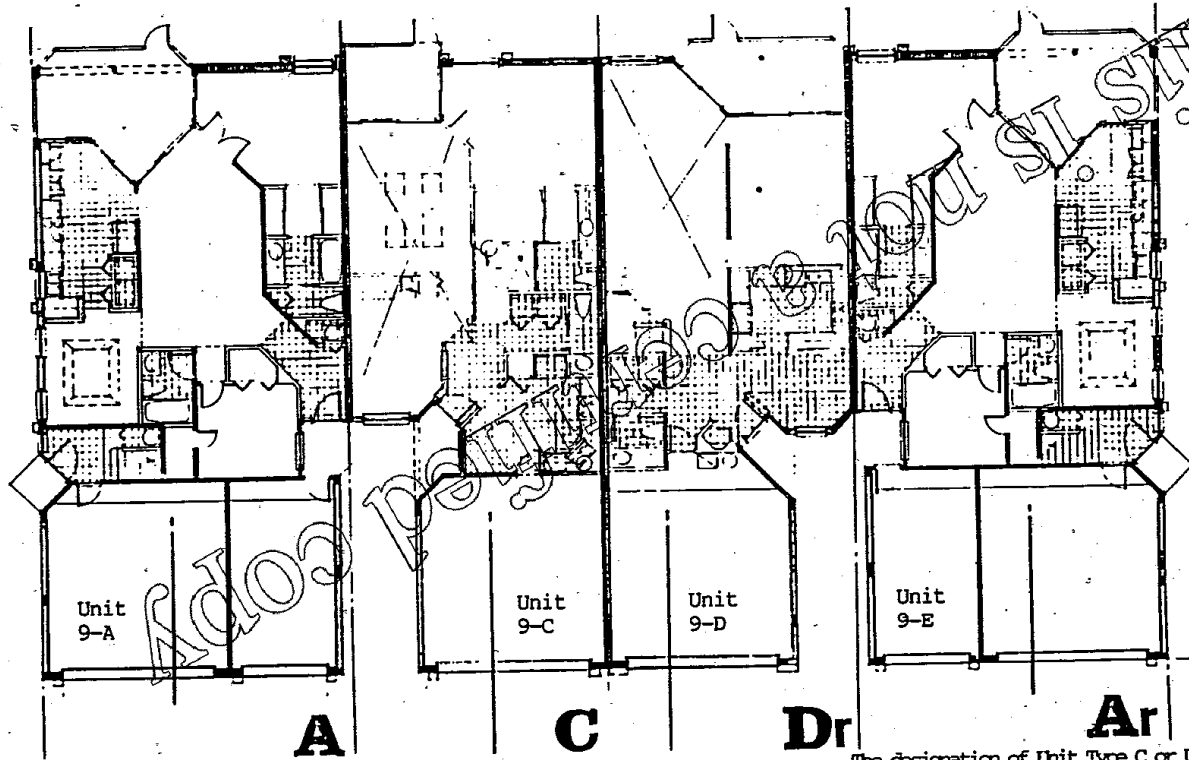
SHEET 2 of 2

80-0202

<p><i>Darby and Way, Inc.</i> PROFESSIONAL SURVEYING AND ENGINEERING 6300 N.E. 1st Av. FT. LAUDERDALE, FLORIDA 33304 305-771-0051</p>	SCALE	1" = 40'	REVISION	DATE
	DATE	11-14-05	APPROVED BY LINE	DATE
	BY	d.e.r.		
	CHECK	DMD		
	FIELD BOOK PAGE	N/A		

ISLES OF
B O C A

SECTION I



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EXHIBIT "U"

1st FLOOR
BUILDING #9

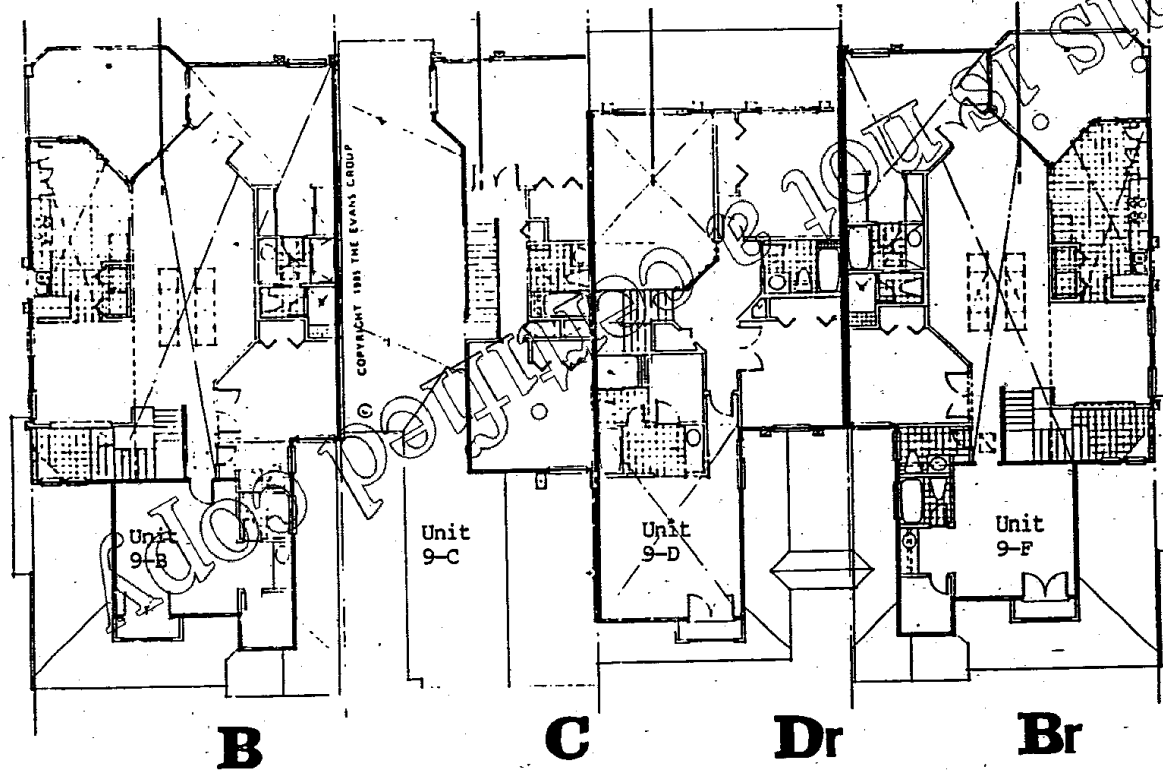
The designation of Unit Type C or Unit Type D includes Unit Types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

B4899 P0265

ISLES OF
B O C A

SECTION I

The designation of unit type C or unit type D includes unit types C, D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



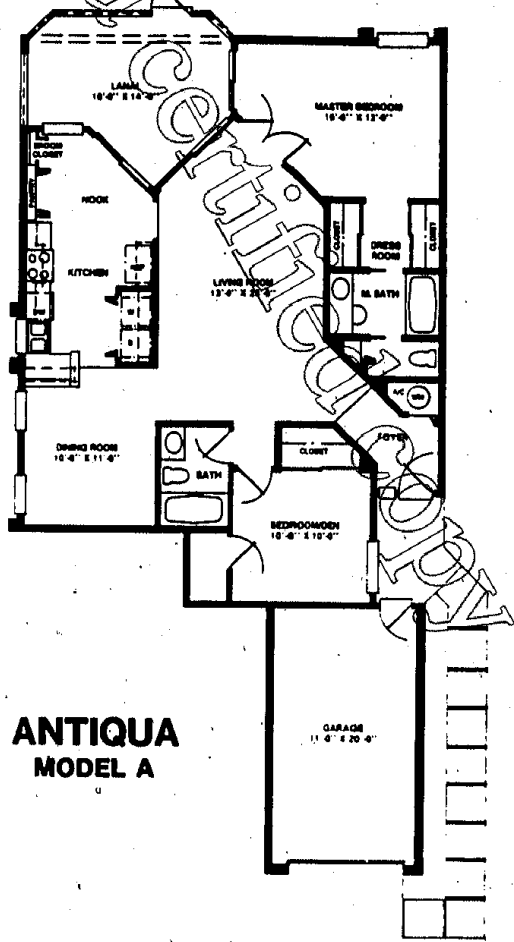
2nd FLOOR
BUILDING #9

EXHIBIT "U"

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**ISLES OF
B O C A**
CONDOMINIUM, SECTION I



**ANTIQUA
MODEL A**

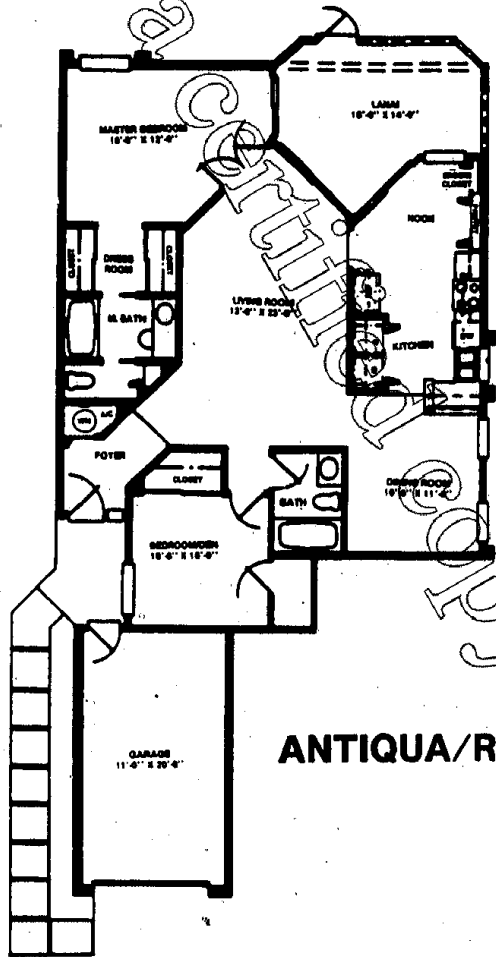
UNIT TYPE A

87899 P0266

This is not a

**ISLES OF
B O C A**

CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

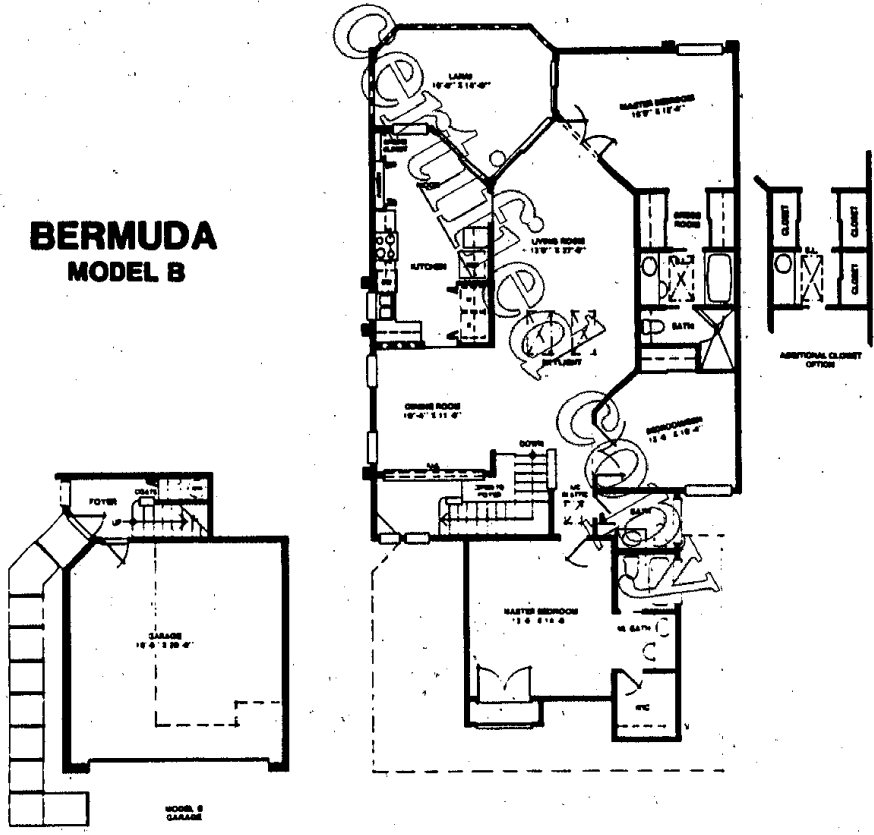
UNIT TYPE A REVERSE

84899 P0267

This is not a

ISLES OF B O C A
CONDOMINIUM, SECTION I

**BERMUDA
MODEL B**



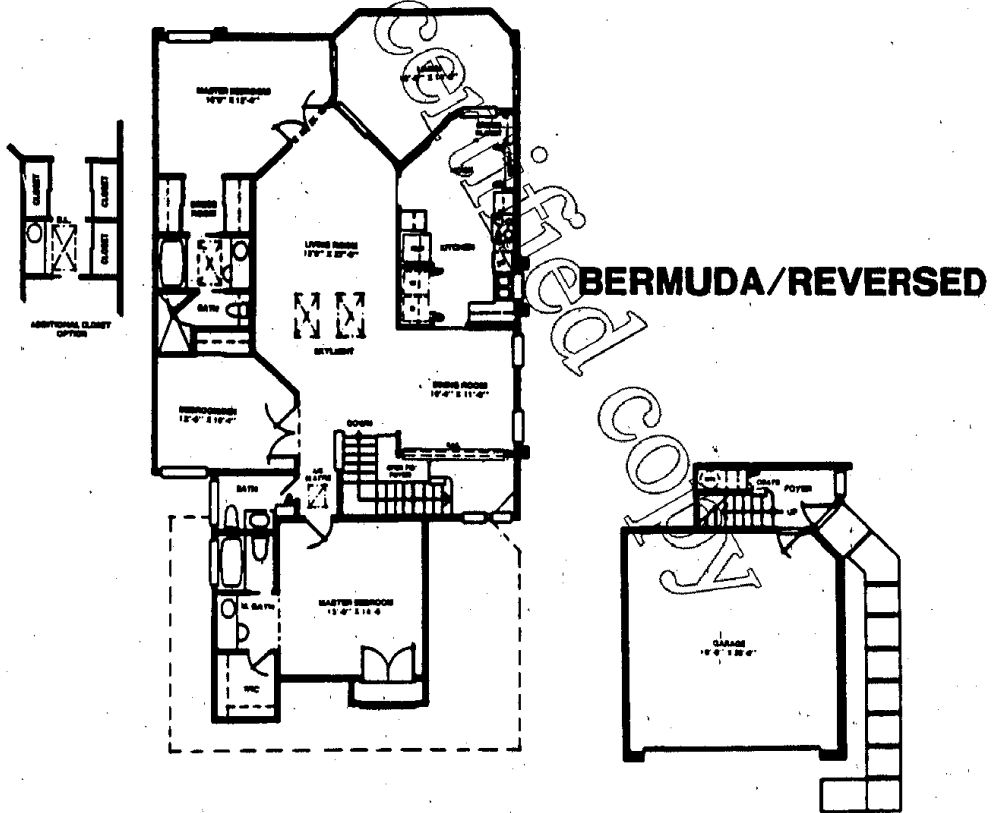
UNIT TYPE B

B7899 P0268

This is not a

ISLES OF BOCA

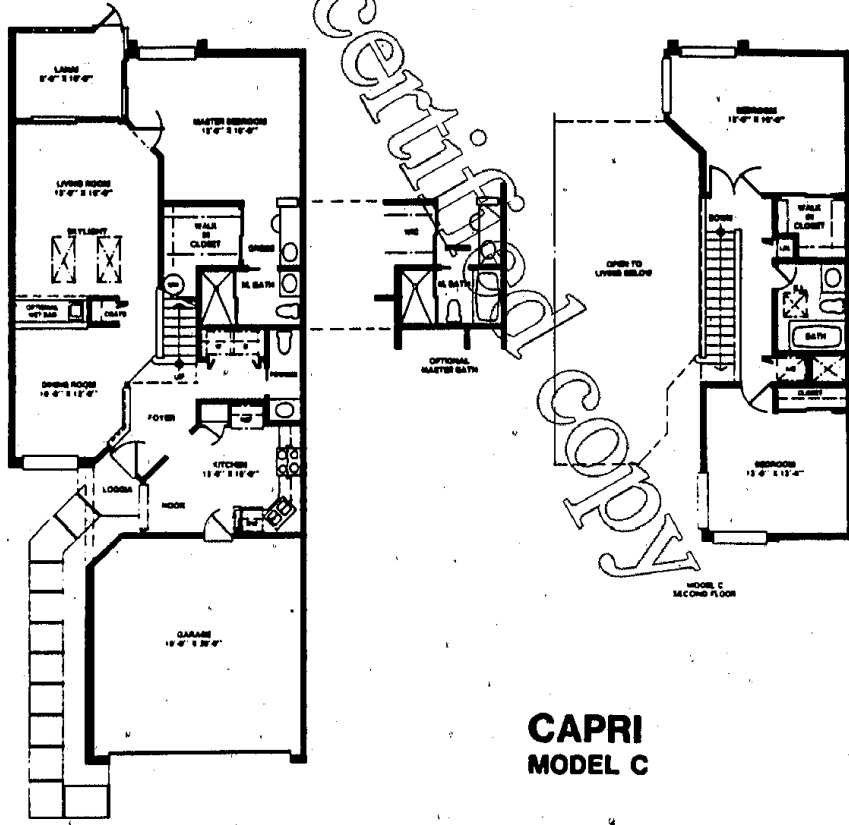
CONDOMINIUM, SECTION I



87899 P0269

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ISLES OF BOCA
CONDOMINIUM, SECTION I



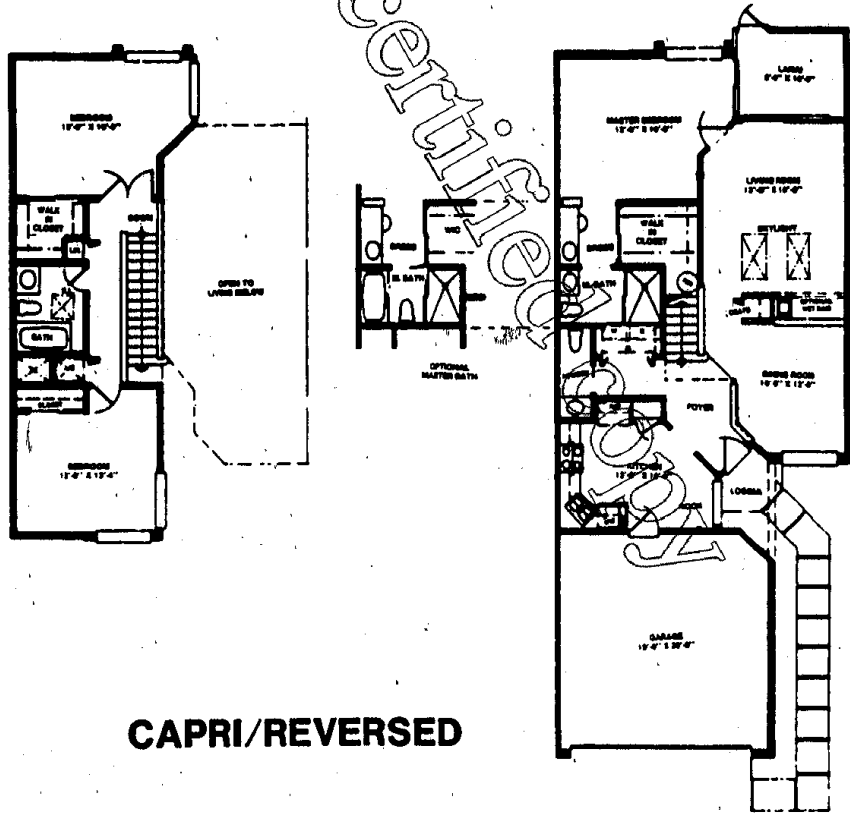
**CAPRI
 MODEL C**

UNIT TYPE C

84899 P0270

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ISLES OF BOCA
CONDOMINIUM, SECTION I



CAPRI/REVERSED

84899 P0271

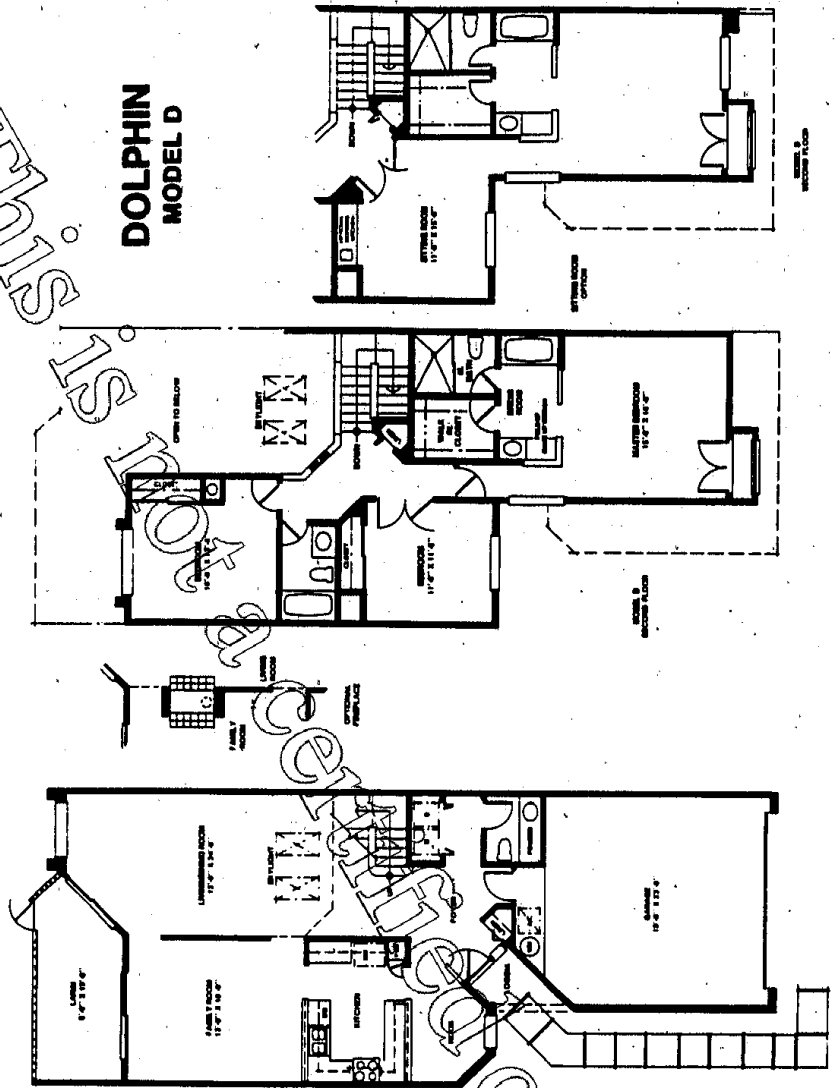
UNIT TYPE C REVERSE

84899-P0212

ISLES OF
B O C
CONDOMINIUM, SECTION I

This is a copy

DOLPHIN
MODEL D



UNIT TYPE D

copy

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

LEGAL DESCRIPTION OF CONDOMINIUM
(PHASE X) (PROPOSED)

B7899 P0274

DESCRIPTION: Building 10 - Phase 10

A portion of Tract 73 of BOCA DEL MAR No.7, according to the Plat thereof, as recorded in Plat Book 30, Pages 210 thru 217 inclusive of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCING at the Southeast corner of said Tract 73; thence South 89°32'51" West, along the South line of said Tract 73, a distance of 1132.91 feet; thence North 00°27'09" West, at right angles to the last described course, a distance of 50.00 feet to the POINT OF BEGINNING; thence South 89°32'51" West, a distance of 78.00 feet; to a point of curvature of a curve concave to the Northeast; thence along the arc of said curve having a radius of 25.00 feet, a central angle of 90°00'00" for an arc distance of 39.27 feet to the Point of Tangency; thence North 00°27'09" West, a distance of 151.33 feet; thence North 89°32'51" East, a distance of 107.51 feet to an intersection with a curve concave to the Northeast and whose radius point bears South, 83°21'36" East; thence Southerly and Southeasterly along the arc of said curve having a radius of 54.00 feet, a central angle of 57°15'55" for an arc distance of 53.97 feet; thence South 39°22'29" West, a distance of 36.71 feet; thence South 00°27'09" East, a distance of 100.00 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach, County, Florida and containing 0.432 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 BOCA DEL MAR No.7, as recorded in Plat Book 30, Pages 210-217 inclusive, 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.

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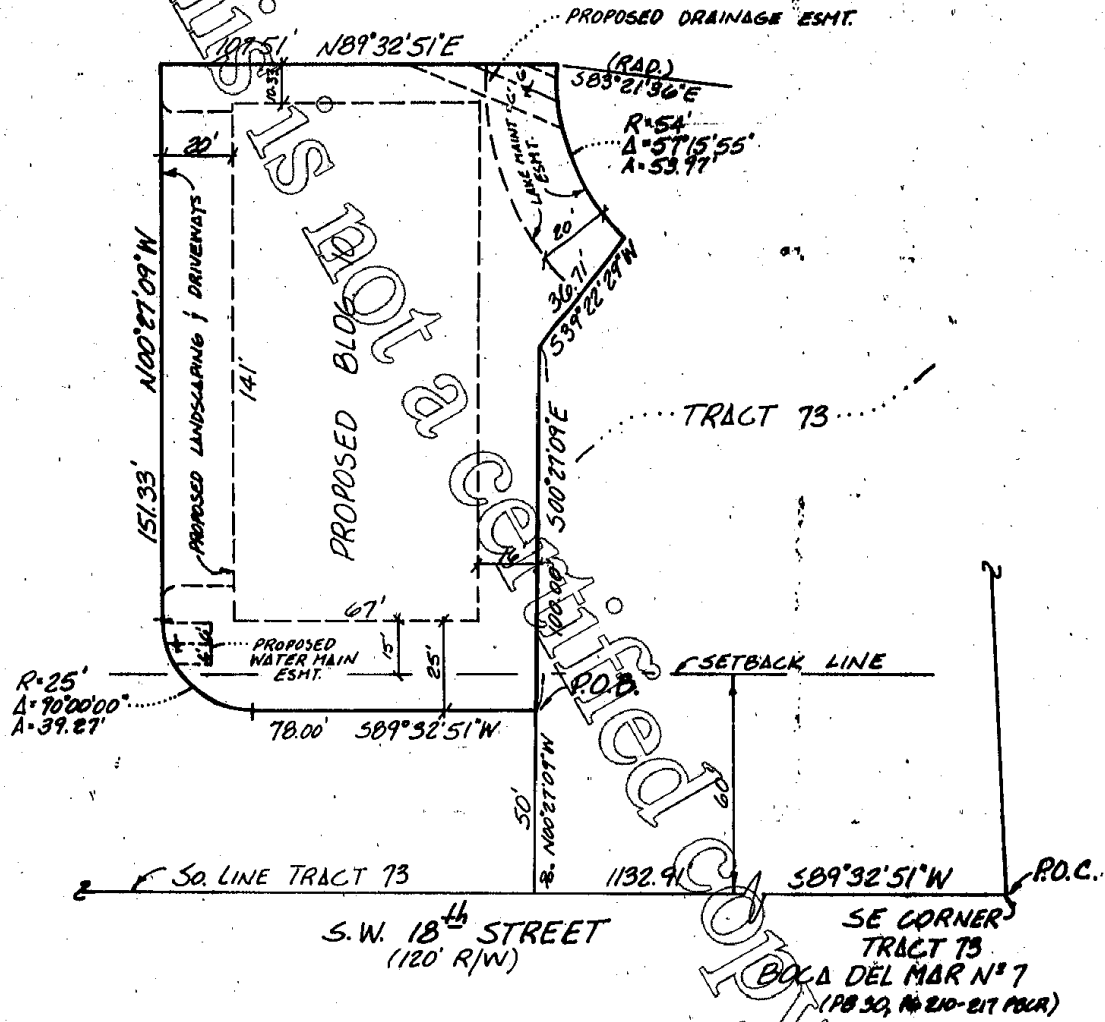
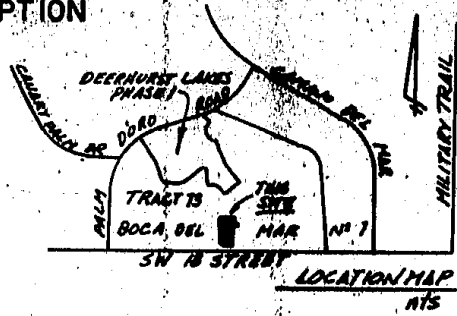
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EXHIBIT "W" TO
DECLARATION OF CONDOMINIUM
ISLES OF BOCA CONDOMINIUM, SECTION I

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

84899 P0276

SKETCH TO ACCOMPANY DESCRIPTION
BUILDING 10 - PHASE 10



B4899 P0277

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.

SHEET 2 of 2

30-0202

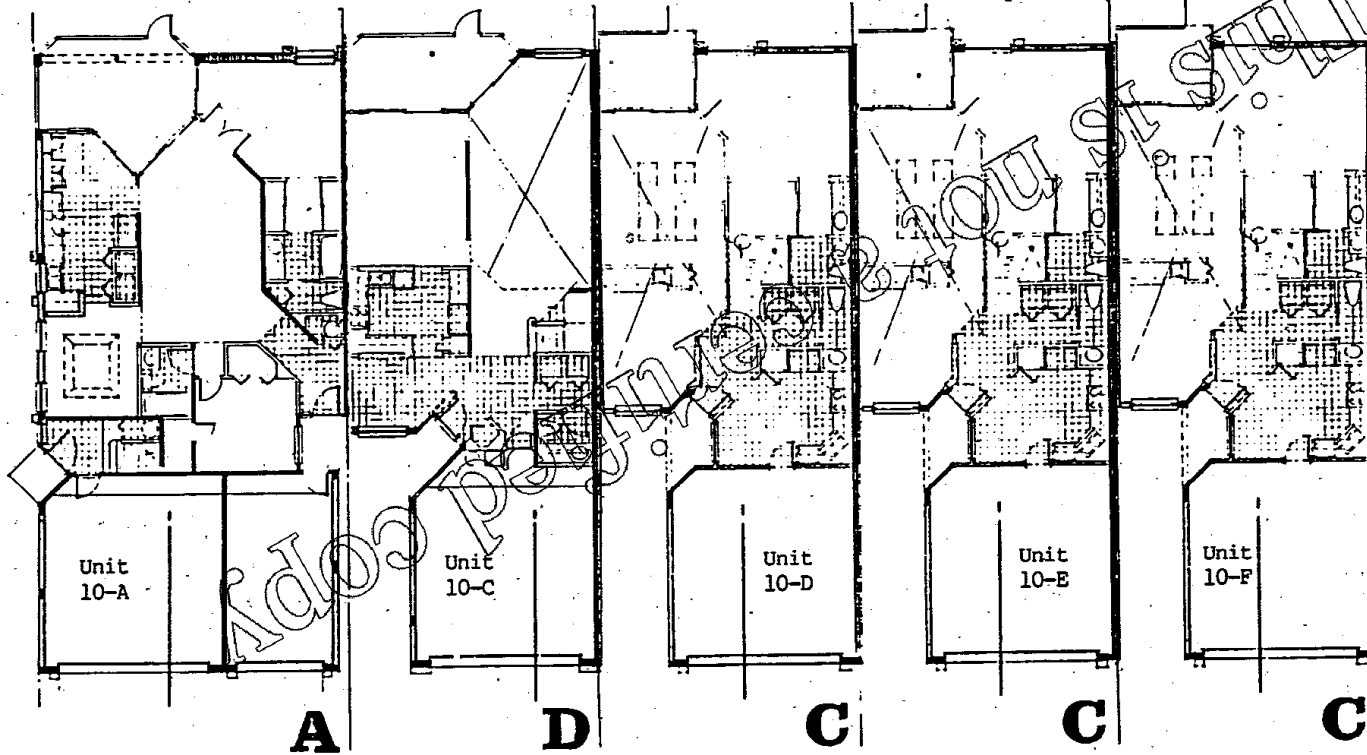
<p>Darby and Way, Inc. PROFESSIONAL SURVEYING AND ENGINEERING 6300 N.E. 1st Av. FT. LAUDERDALE, FLORIDA 33354 306-771-0061</p>	SCALE	1" = 40'	REVISION	DATE	11-14-85
	DATE	11-14-85	BY	der.	CHECK
	BY	der.	CHECK	DAD	FIELD BOOK
	CHECK	DAD	FIELD BOOK	N/A	
	FIELD BOOK	N/A			

84899 P0278

ISLES OF
B O C A

SECTION I

The designation of Unit Type C or Unit Type D or Unit Type D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.



1st FLOOR
BUILDING #10

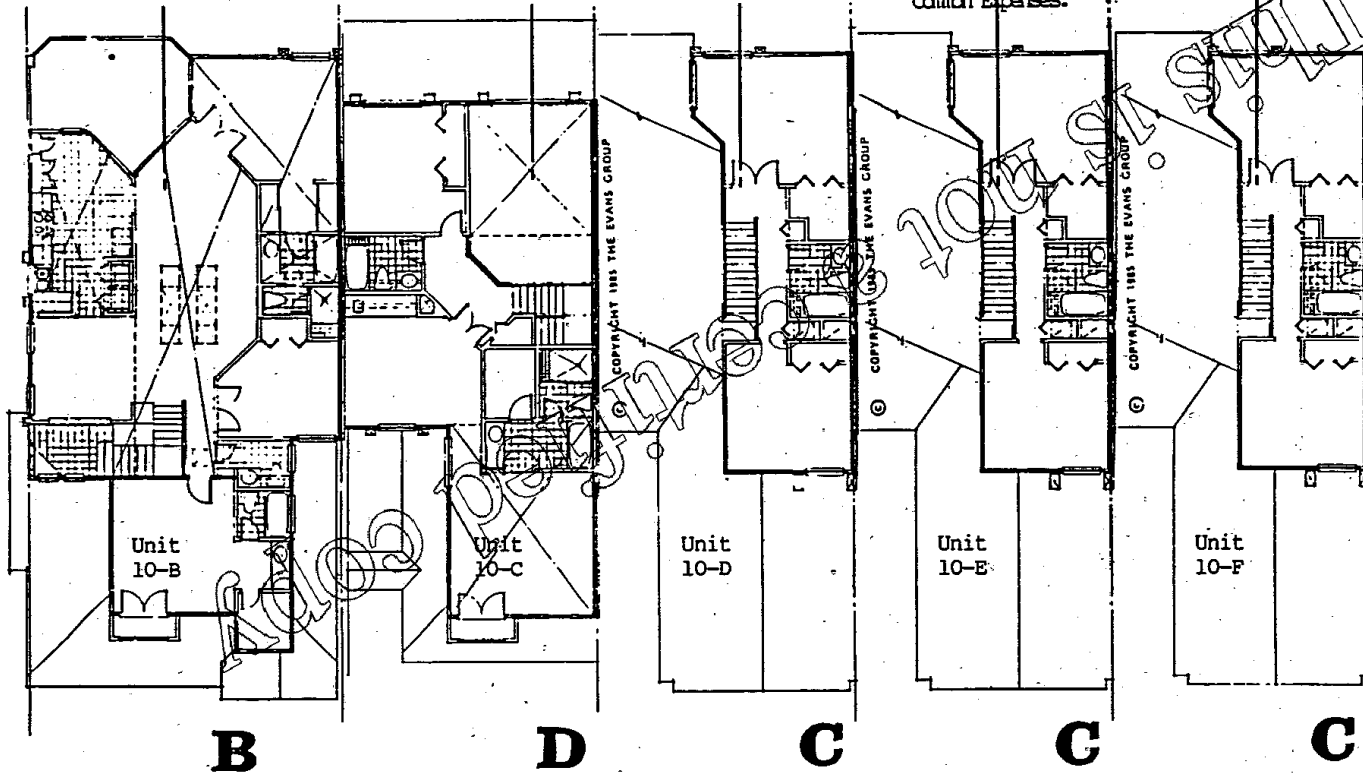
EXHIBIT "W"

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B4899 P0279

ISLES OF
B O C A

SECTION I



2nd FLOOR
BUILDING #10

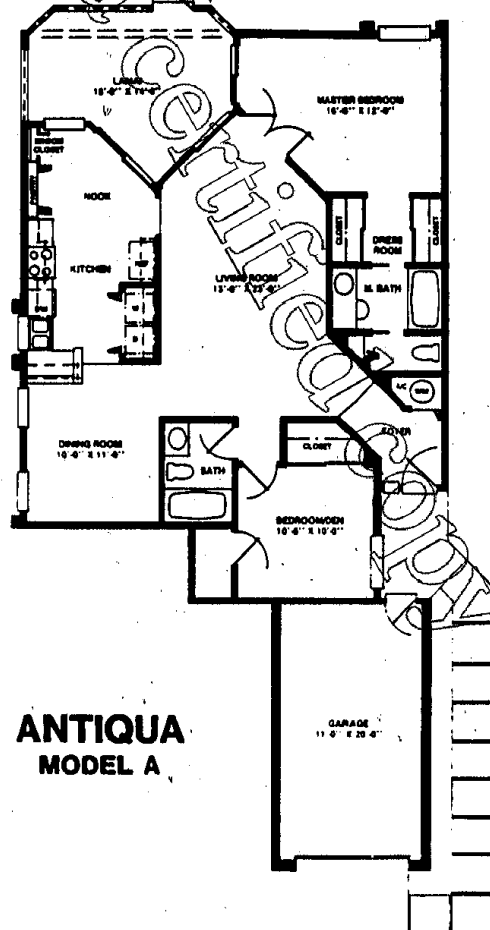
The designation of Unit Type C or Unit Type D is not intended to determine D, C Reverse or D Reverse. Declarant is unable at this time to determine the Unit Type of these Units and the designation of the units as Unit Types C, D, C Reverse or D Reverse is solely for the purposes of illustration. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of these Units. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse Unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

EXHIBIT "W"

RECORDERS MEMO: Legibility
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ISLES OF BOCA
CONDOMINIUM, SECTION I



**ANTIQUA
MODEL A**

UNIT TYPE A

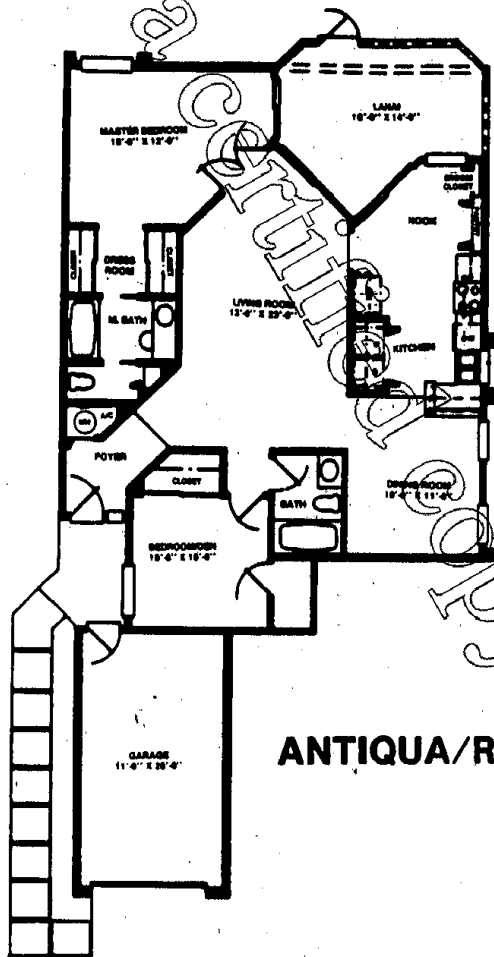
84899 P0280

This is not a

ISLES OF



CONDOMINIUM, SECTION I



ANTIQUA/REVERSED

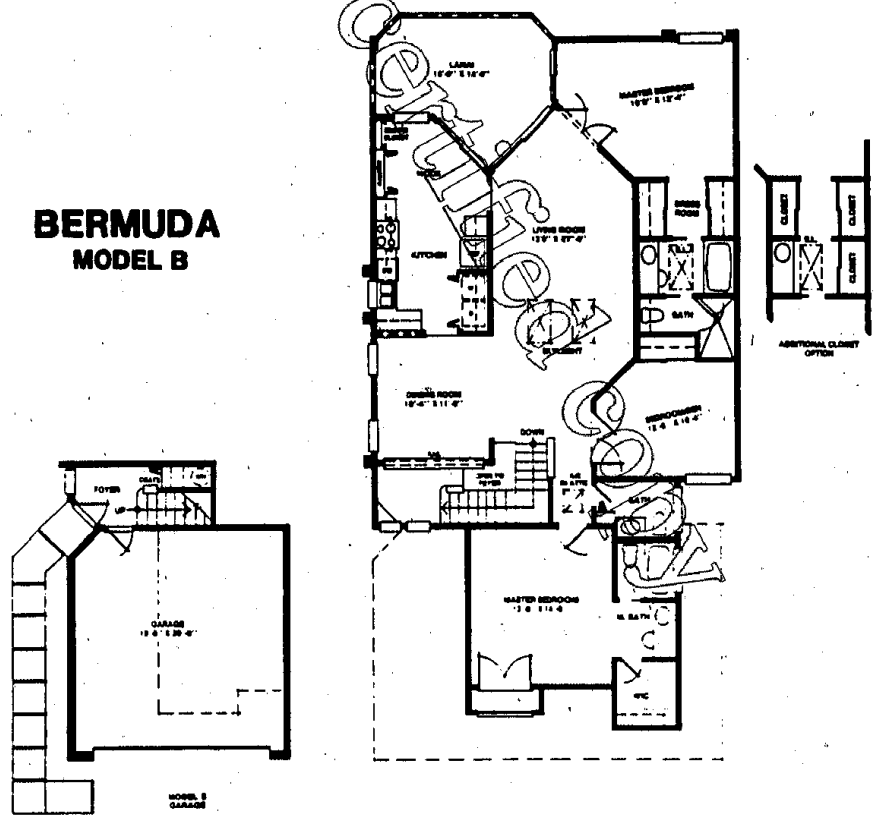
UNIT TYPE A REVERSE

84899 P0281

This is not a

ISLES OF
B O C A
CONDOMINIUM, SECTION I

BERMUDA
MODEL B

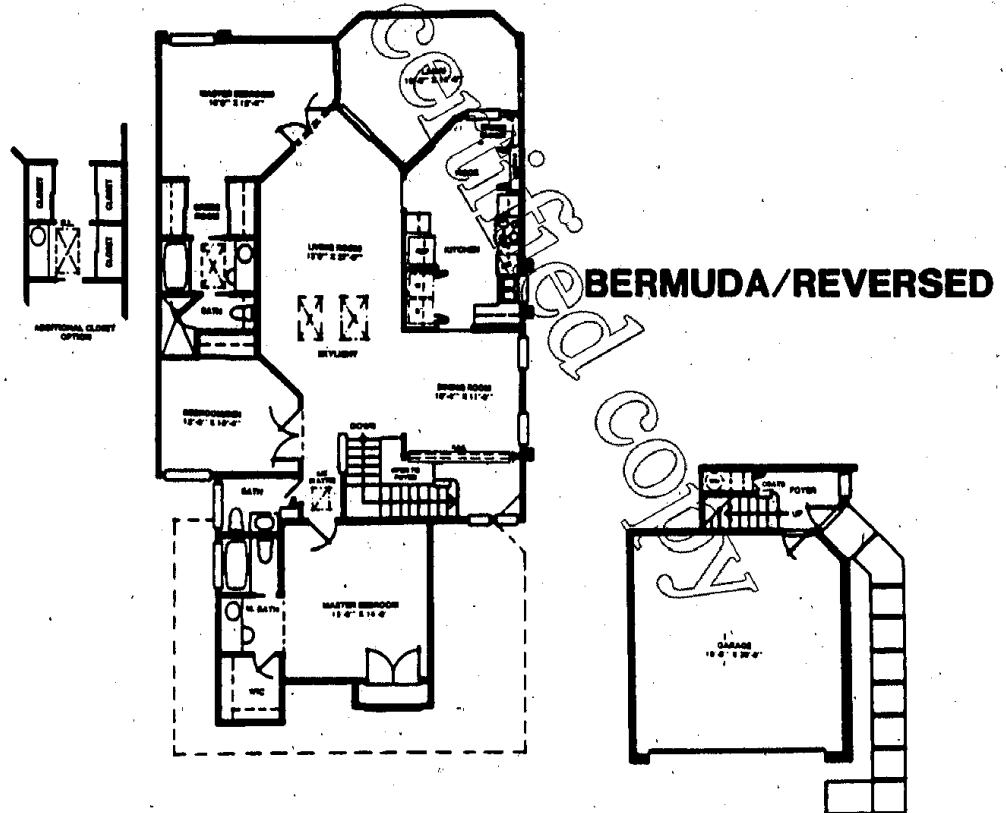


UNIT TYPE B

87899 P0282

This is not a

ISLES OF
B O C A
CONDOMINIUM, SECTION I

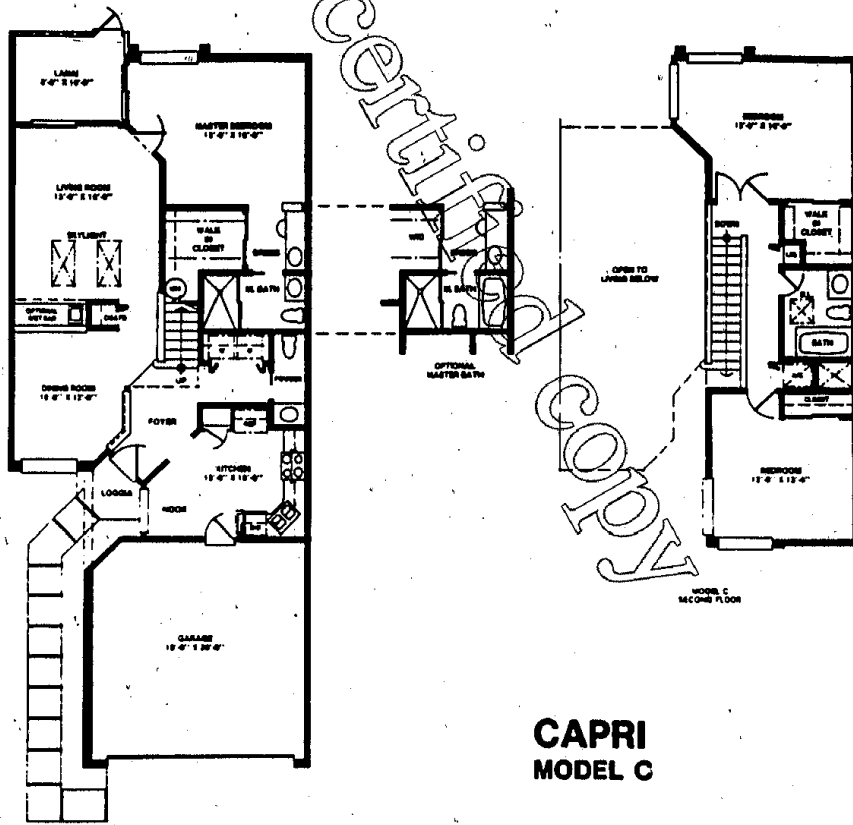


84899 P0283

UNIT TYPE B REVERSE

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**ISLES OF
BOCA**
CONDOMINIUM, SECTION I



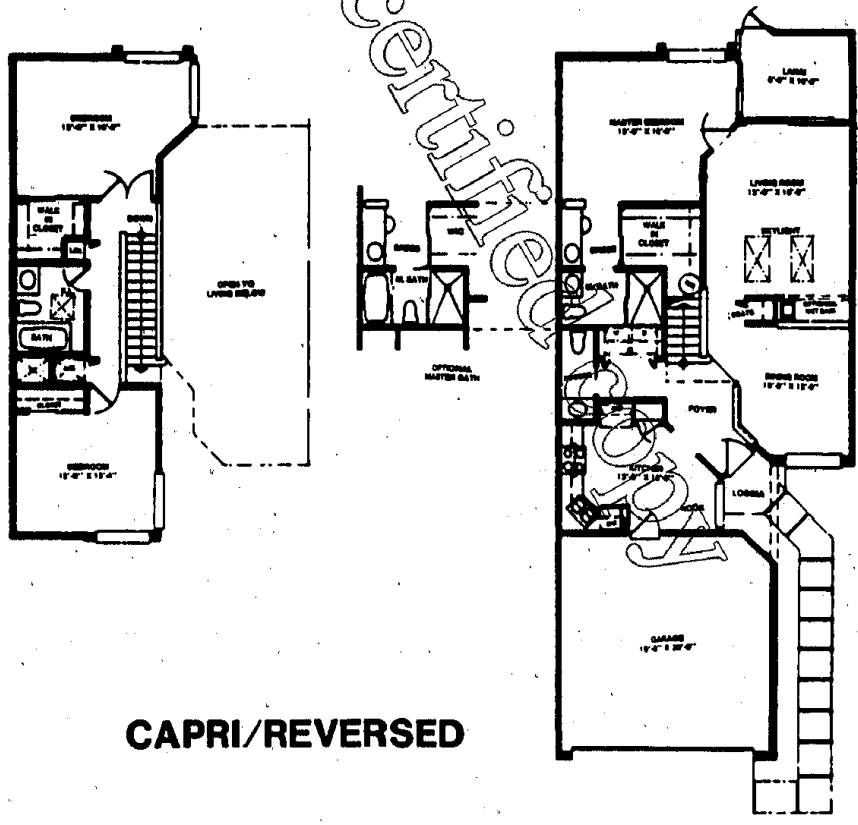
84899 P0284

**CAPRI
MODEL C**

UNIT TYPE C

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ISLES OF
B O C A
CONDOMINIUM, SECTION I



CAPRI/REVERSED

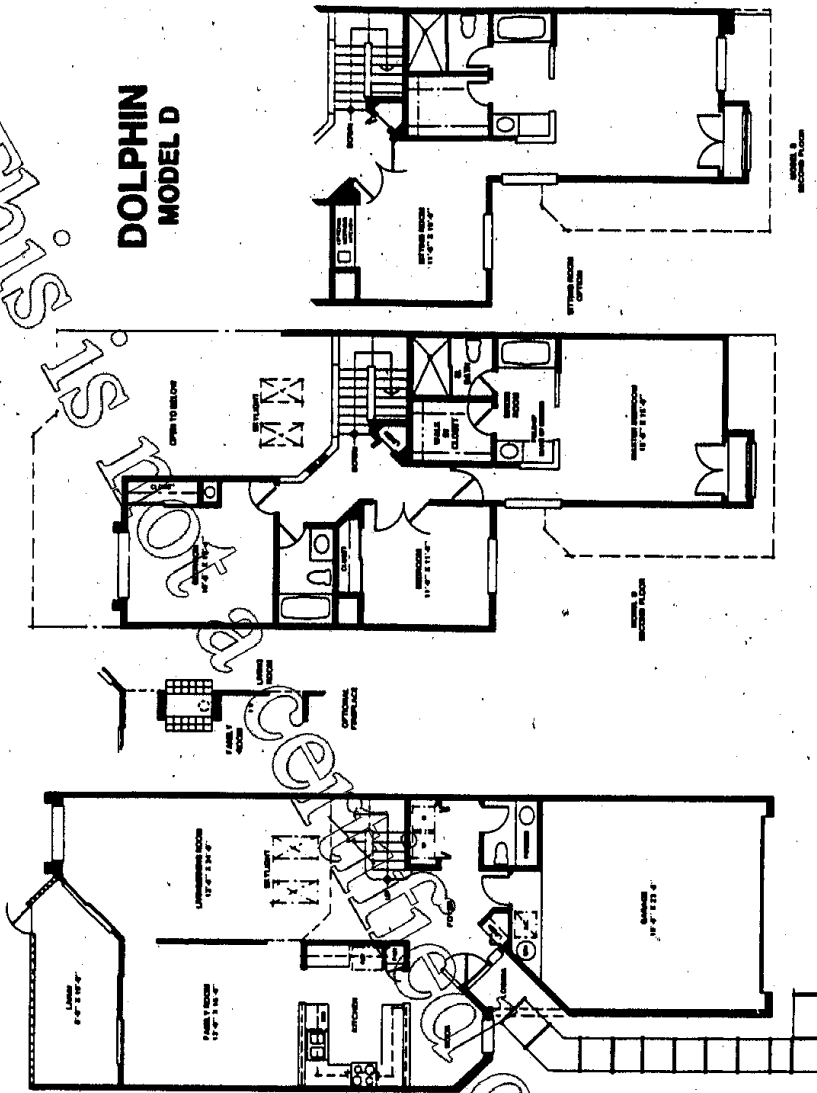
84899 P0285

UNIT TYPE C REVERSE

B7899 P0286

ISLES OF
B O C A
CONDOMINIUM, SECTION I

DOLPHIN
MODEL D



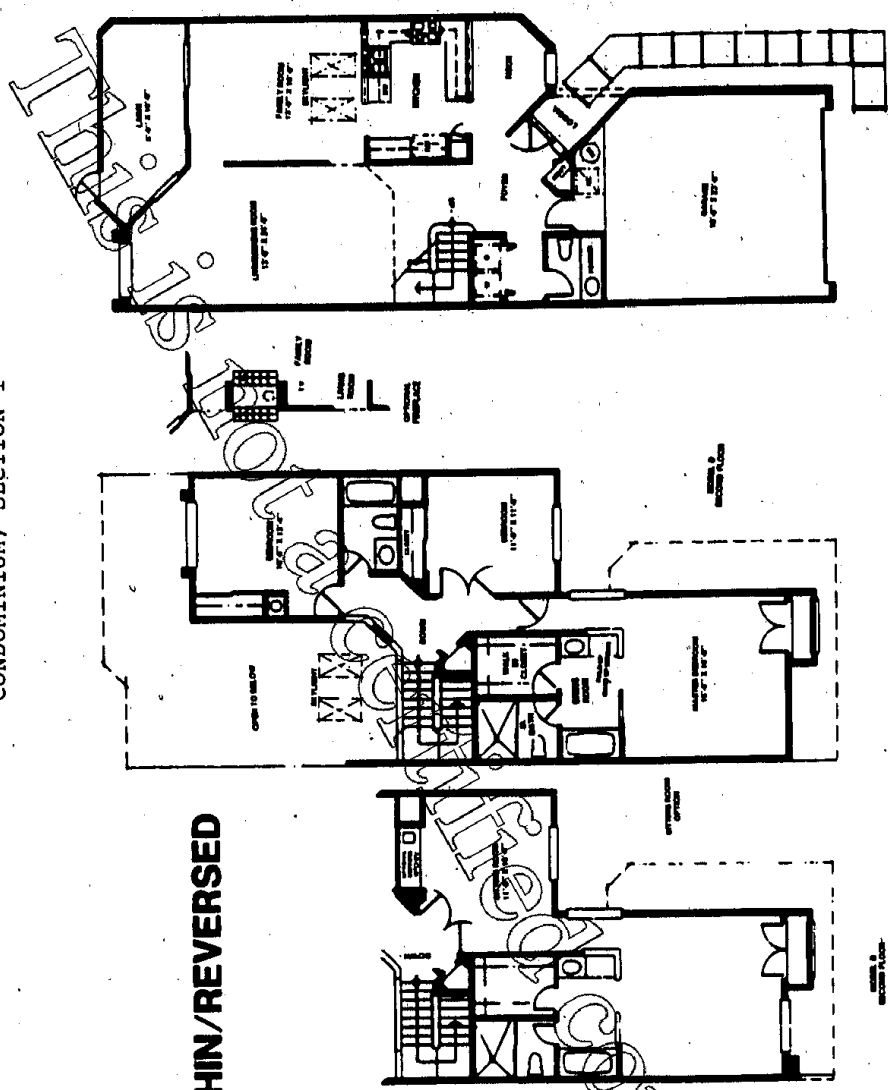
UNIT TYPE D

84899 P0287

ISLES OF
BOCA RATON

CONDOMINIUM, SECTION I

DOLPHIN/REVERSED



UNIT TYPE D REVERSE

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

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

84899 P0288

EXHIBIT "X"

ISLES OF BOCA CONDOMINIUM, SECTION I

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 PERCENTAGE 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
(See Note 1)

Building No. 1

Unit

1-A	A	4.0681
1-B	B	5.4655
1-C	C	5.5928
1-D	D	5.5928
1-E	D Reverse	5.5928
1-F	A Reverse	4.0681
1-G	B Reverse	5.4655

Building No. 11

Unit

11-A	E Reverse	4.4227
11-B	E Reverse	4.4227
11-C	F Reverse	3.6827
11-D	E	4.4227
11-E	E	4.4227
11-F	F Reverse	3.6827
11-G	E Reverse	4.4227
11-H	E	4.4227

Building No. 2

Unit

2-A	A	4.0681
2-B	B	5.4655
2-C	C and/or D	5.5928
2-D	C and/or D	5.5928
2-E	A Reverse	4.0681
2-F	B Reverse	5.4655

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

84899 P0289

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

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

84899 P0290

EXHIBIT "Y"

ISLES OF BOCA CONDOMINIUM, SECTION I

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.

BUILDING AND UNIT NUMBER

UNIT TYPE (See Note 1)

Building No. 1

Unit

1-A	A	3.1188
1-B	B	4.1916
1-C	C	4.2938
1-D	D	4.2938
1-E	D Reverse	4.2938
1-F	A Reverse	3.1188
1-G	B Reverse	4.1916

Building No. 11

Unit

11-A	E Reverse	3.3909
11-B	E Reverse	3.3909
11-C	F Reverse	2.8678
11-D	E Reverse	3.3909
11-E	E Reverse	3.3909
11-F	F	2.8678
11-G	E	3.3909
11-H	E	3.3909

Building No. 2

Unit

2-A	A	3.1188
2-B	B	4.1916
2-C	C and/or D	4.2938
2-D	C and/or D	4.2938
2-E	A Reverse	3.1188
2-F	B Reverse	4.1916

Building No. 3

Unit

3-A	A	3.1188
3-B	B	4.1916
3-C	C and/or D	4.2938
3-D	C and/or D	4.2938
3-E	A Reverse	3.1188
3-F	B Reverse	4.1916

87899 P0291

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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848 P0292

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

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

87899 P0293

EXHIBIT "Z"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III AND IV

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.

BUILDING AND UNIT NUMBER

UNIT TYPE (See Note 1).

Building No. 1

Unit

1-A	A	2.4251
1-B	B	3.2581
1-C	C	3.3340
1-D		3.3340
1-E	B Reverse	3.3340
1-F	A Reverse	2.4251
1-G	B Reverse	3.2581

Building No. 11

Unit

11-A	E Reverse	2.6365
11-B	E Reverse	2.6365
11-C	F Reverse	2.1953
11-D	E Reverse	2.6365
11-E	E Reverse	2.6365
11-F	F	2.1953
11-G	E	2.6365
11-H	E	2.6365

Building No. 2

Unit

2-A	A	2.4251
2-B	B	3.2581
2-C	C and/or D	3.3340
2-D	C and/or D	3.3340
2-E	A Reverse	2.4251
2-F	B Reverse	3.2581

Building No. 3

Unit

3-A	A	2.4251
3-B	B	3.2581
3-C	C and/or D	3.3340
3-D	C and/or D	3.3340
3-E	A Reverse	2.4251
3-F	B Reverse	3.2581

Building No. 4

Unit

4-A	C and/or D	3.3340
4-B	C and/or D	3.3340
4-C	C and/or D	3.3340
4-D	C and/or D	3.3340
4-E	C and/or D	3.3340
4-F	A Reverse	2.4251
4-G	B Reverse	3.2581

B7899 P0294

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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

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

84899 P0296

EXHIBIT "AA"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV AND V

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.

BUILDING AND UNIT NUMBER

UNIT TYPE (See Note 1)

Building No. 1

Unit

1-A	A	1.9821
1-B	B	2.6630
1-C	C	2.7248
1-D	D	2.7248
1-E	D Reverse	2.7248
1-F	A Reverse	1.9821
1-G	B Reverse	2.6630

Building No. 11

Unit

11-A	E Reverse	2.1549
11-B	E Reverse	2.1549
11-C	F Reverse	1.7941
11-D	E Reverse	2.1549
11-E	E Reverse	2.1549
11-F	F	1.7941
11-G	E	2.1549
11-H	E	2.1549

Building No. 2

Unit

2-A	A	1.9821
2-B	B	2.6630
2-C	C and/or D	2.7248
2-D	C and/or D	2.7248
2-E	A Reverse	1.9821
2-F	B Reverse	2.6630

Building No. 3

Unit

3-A	A	1.9821
3-B	B	2.6630
3-C	C and/or D	2.7248
3-D	C and/or D	2.7248
3-E	A Reverse	1.9821
3-F	B Reverse	2.6630

Building No. 4

Unit

4-A	C and/or D	2.7248
4-B	C and/or D	2.7248
4-C	C and/or D	2.7248
4-D	C and/or D	2.7248
4-E	C and/or D	2.7248
4-F	A Reverse	1.9821
4-G	B Reverse	2.6630

84899 P0297

EXHIBIT "AA"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV AND V

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 TYPE
UNIT NUMBER (See Note 1)

Building No. 5

Unit

5-A		1.9821
5-B		2.6630
5-C	C and/or D	2.7248
5-D	C and/or D	2.7248
5-E	C and/or D	2.7248
5-F	C and/or D	2.7248
5-G	C and/or D	2.7248

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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

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

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EXHIBIT "BB"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V AND VI

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.

BUILDING AND UNIT NUMBER

UNIT TYPE (See Note 1)

Building No. 1

Unit

1-A	A	1.7274
1-B	B	2.3209
1-C	C	2.3748
1-D	D	2.3748
1-E	D Reverse	2.3748
1-F	A Reverse	1.7274
1-G	B Reverse	2.3209

Building No. 11

Unit

11-A	E Reverse	1.8780
11-B	E Reverse	1.8780
11-C	F Reverse	1.5639
11-D	E Reverse	1.8780
11-E	E Reverse	1.8780
11-F	F	1.5639
11-G	E	1.8780
11-H	E	1.8780

Building No. 2

Unit

2-A	A	1.7274
2-B	B	2.3209
2-C	C and/or D	2.3748
2-D	C and/or D	2.3748
2-E	A Reverse	1.7274
2-F	B Reverse	2.3209

Building No. 3

Unit

3-A	A	1.7274
3-B	B	2.3209
3-C	C and/or D	2.3748
3-D	C and/or D	2.3748
3-E	A Reverse	1.7274
3-F	B Reverse	2.3209

Building No. 4

Unit

4-A	C and/or D	2.3748
4-B	C and/or D	2.3748
4-C	C and/or D	2.3748
4-D	C and/or D	2.3748
4-E	C and/or D	2.3748
4-F	A Reverse	1.7274
4-G	B Reverse	2.3209

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EXHIBIT "BB"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V AND VI

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.

BUILDING AND UNIT NUMBER UNIT TYPE
(See Note 1)

Building No. 5

Unit

5-A	A	1.7274
5-B	B	2.3209
5-C	C and/or D	2.3748
5-D	C and/or D	2.3748
5-E	C and/or D	2.3748
5-F	C and/or D	2.3748
5-G	C and/or D	2.3748

Building No. 6

Unit

6-A	A	1.7274
6-B	B	2.3209
6-C	C and/or D	2.3748
6-D	C and/or D	2.3748
6-E	A Reverse	1.7274
6-F	B Reverse	2.3209

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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ISLES OF BOCA CONDOMINIUM, SECTION I

UNIT OWNERS' PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,
PERCENTAGE SHARE OF COMMON EXPENSES AND
PERCENTAGE SHARE OF COMMON SURPLUS
(PHASES I, II, III, IV, V, VI, AND VII)

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EXHIBIT "CC"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V, VI AND VII

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.

BUILDING AND UNIT NUMBER

UNIT TYPE
(See Note 1)

Building No. 1

Unit

1-A	A	1.5539
1-B	B	2.0875
1-C	C	2.1362
1-D	D	2.1362
1-E	B Reverse	2.1362
1-F	A Reverse	1.5539
1-G	B Reverse	2.0875

Building No. 11

Unit

11-A	E Reverse	1.6892
11-B	E Reverse	1.6892
11-C	F Reverse	1.4065
11-D	E Reverse	1.6892
11-E	E Reverse	1.6892
11-F	F	1.4065
11-G	E	1.6892
11-H	E	1.6892

Building No. 2

Unit

2-A	A	1.5539
2-B	B	2.0875
2-C	C and/or D	2.1362
2-D	C and/or D	2.1362
2-E	A Reverse	1.5539
2-F	B Reverse	2.0875

Building No. 3

Unit

3-A	A	1.5539
3-B	B	2.0875
3-C	C and/or D	2.1362
3-D	C and/or D	2.1362
3-E	A Reverse	1.5539
3-F	B Reverse	2.0875

Building No. 4

Unit

4-A	C and/or D	2.1362
4-B	C and/or D	2.1362
4-C	C and/or D	2.1362
4-D	C and/or D	2.1362
4-E	C and/or D	2.1362
4-F	A Reverse	1.5539
4-G	B Reverse	2.0875

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PHASES I, II, III, IV, V, VI AND VII

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.

BUILDING AND
UNIT NUMBER

UNIT TYPE
(See Note 1)

Building No. 5

Unit

5-A	A	1.5539
5-B	B	2.0875
5-C	C and/or D	2.1362
5-D	C and/or D	2.1362
5-E	C and/or D	2.1362
5-F	C and/or D	2.1362
5-G	C and/or D	2.1362

Building No. 6

Unit

6-A	A	1.5539
6-B	B	2.0875
6-C	C and/or D	2.1362
6-D	C and/or D	2.1362
6-E	C and/or D	2.1362
6-F	C and/or D	2.1362

Building No. 7

Unit

7-A	A	1.5539
7-B	B	2.0875
7-C	C and/or D	2.1362
7-D	C and/or D	2.1362
7-E	C and/or D	2.1362

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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

UNIT OWNERS' PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,
PERCENTAGE SHARE OF COMMON EXPENSES AND
PERCENTAGE SHARE OF COMMON SURPLUS
(PHASES I, II, III, IV, V, VI, VII, AND VIII)

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EXHIBIT "DD"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V, VI, VII AND VIII

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.

BUILDING AND UNIT NUMBER

UNIT TYPE (See Note 1)

Building No. 1

Unit

1-A	A	1.4119
1-B	B	1.8968
1-C	C	1.9412
1-D	D	1.9412
1-E	D Reverse	1.9412
1-F	A Reverse	1.4119
1-G	B Reverse	1.8968

Building No. 11

Unit

11-A	E Reverse	1.5349
11-B	E Reverse	1.5349
11-C	F Reverse	1.2781
11-D	E Reverse	1.5349
11-E	E Reverse	1.5349
11-F	F	1.2781
11-G	E	1.5349
11-H	E	1.5349

Building No. 2

Unit

2-A	A	1.4119
2-B	B	1.8968
2-C	C and/or D	1.9412
2-D	C and/or D	1.9412
2-E	A Reverse	1.4119
2-F	B Reverse	1.8968

Building No. 3

Unit

3-A	A	1.4119
3-B	B	1.8968
3-C	C and/or D	1.9412
3-D	C and/or D	1.9412
3-E	A Reverse	1.4119
3-F	B Reverse	1.8968

Building No. 4

Unit

4-A	C and/or D	1.9412
4-B	C and/or D	1.9412
4-C	C and/or D	1.9412
4-D	C and/or D	1.9412
4-E	C and/or D	1.9412
4-F	A Reverse	1.4119
4-G	B Reverse	1.8968

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EXHIBIT "DD"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V, VI, VII AND VIII

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.

BUILDING AND UNIT NUMBER

UNIT TYPE
(See Note 1)

Building No. 5

Unit

5-A	A	1.4119
5-B	B	1.8968
5-C	C and/or D	1.9412
5-D	C and/or D	1.9412
5-E	C and/or D	1.9412
5-F	C and/or D	1.9412
5-G	C and/or D	1.9412

Building No. 6

Unit

6-A	A	1.4119
6-B	B	1.8968
6-C	C and/or D	1.9412
6-D	C and/or D	1.9412
6-E	C and/or D	1.9412
6-F	C and/or D	1.9412

Building No. 7

Unit

7-A	A	1.4119
7-B	B	1.8968
7-C	C and/or D	1.9412
7-D	C and/or D	1.9412
7-E	C and/or D	1.9412

Building No. 8

Unit

8-A	C and/or D	1.9412
8-B	C and/or D	1.9412
8-C	C and/or D	1.9412
8-D	A Reverse	1.4119
8-E	B Reverse	1.8968

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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

UNIT OWNERS' PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,
PERCENTAGE SHARE OF COMMON EXPENSES AND
PERCENTAGE SHARE OF COMMON SURPLUS

(PHASES I, II, III, IV, V, VI, VII, VIII, AND IX)

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EXHIBIT "EE"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V, VI, VII, VIII AND IX

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.

BUILDING AND UNIT NUMBER

UNIT TYPE
(See Note 1)

Building No. 1

Unit

1-A	A	1.2778
1-B	B	1.7168
1-C	C	1.7566
1-D	D	1.7566
1-E	D Reverse	1.7566
1-F	A Reverse	1.2778
1-G	B Reverse	1.7168

Building No. 11

Unit

11-A	E Reverse	1.3890
11-B	E Reverse	1.3890
11-C	F Reverse	1.1567
11-D	E Reverse	1.3890
11-E	E Reverse	1.3890
11-F	F	1.1567
11-G	E	1.3890
11-H	E	1.3890

Building No. 2

Unit

2-A	A	1.2778
2-B	B	1.7168
2-C	C and/or D	1.7566
2-D	C and/or D	1.7566
2-E	A Reverse	1.2778
2-F	B Reverse	1.7168

Building No. 3

Unit

3-A	A	1.2778
3-B	B	1.7168
3-C	C and/or D	1.7566
3-D	C and/or D	1.7566
3-E	A Reverse	1.2778
3-F	B Reverse	1.7168

Building No. 4

Unit

4-A	C and/or D	1.7566
4-B	C and/or D	1.7566
4-C	C and/or D	1.7566
4-D	C and/or D	1.7566
4-E	C and/or D	1.7566
4-F	A Reverse	1.2778
4-G	B Reverse	1.2778

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EXHIBIT "EE"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V, VI, VII, VIII AND IX

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.

BUILDING AND UNIT NUMBER

UNIT TYPE
(See Note 1)

Building No. 5

Unit

5-A	A	1.2778
5-B	B	1.7168
5-C	C and/or D	1.7566
5-D	C and/or D	1.7566
5-E	C and/or D	1.7566
5-F	C and/or D	1.7566
5-G	C and/or D	1.7566

Building No. 6

Unit

6-A	A	1.2778
6-B	B	1.7168
6-C	C and/or D	1.7566
6-D	C and/or D	1.7566
6-E	C and/or D	1.7566
6-F	C and/or D	1.7566

Building No. 7

Unit

7-A	A	1.2778
7-B	B	1.7168
7-C	C and/or D	1.7566
7-D	C and/or D	1.7566
7-E	C and/or D	1.7566

Building No. 8

Unit

8-A	C and/or D	1.7566
8-B	C and/or D	1.7566
8-C	C and/or D	1.7566
8-D	A Reverse	1.2778
8-E	B Reverse	1.7168

Building No. 9

Unit

9-A	C and/or D	1.7566
9-B	C and/or D	1.7566
9-C	C and/or D	1.7566
9-D	C and/or D	1.7566
9-E	A Reverse	1.2778
9-F	B Reverse	1.7168

84899 P0310

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

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

UNIT OWNERS' PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,
PERCENTAGE SHARE OF COMMON EXPENSES AND
PERCENTAGE SHARE OF COMMON SURPLUS

(PHASES I, II, III, IV, V, VI, VII, VIII, IX AND X)

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EXHIBIT "FF"

ISLES OF BOCA CONDOMINIUM, SECTION I
PHASES I, II, III, IV, V, VI, VII, VIII, IX AND X

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.

BUILDING AND UNIT NUMBER

UNIT TYPE (See Note 1)

Building No. 1

Unit

1-A	A	1.1612
1-B	B	1.5602
1-C	C	1.5968
1-D	D	1.5968
1-E	D Reverse	1.5968
1-F	A Reverse	1.1612
1-G	B Reverse	1.5602

Building No. 11

Unit

11-A	E Reverse	1.2626
11-B	E Reverse	1.2626
11-C	F Reverse	1.0513
11-D	E Reverse	1.2626
11-E	E Reverse	1.2626
11-F	F	1.0513
11-G	E	1.2626
11-H	E	1.2626

Building No. 2

Unit

2-A	A	1.1612
2-B	B	1.5602
2-C	C and/or D	1.5968
2-D	C and/or D	1.5968
2-E	A Reverse	1.1612
2-F	B Reverse	1.5602

Building No. 3

Unit

3-A	A	1.1612
3-B	B	1.5602
3-C	C and/or D	1.5968
3-D	C and/or D	1.5968
3-E	A Reverse	1.1612
3-F	B Reverse	1.5602

Building No. 4

Unit

4-A	C and/or D	1.5968
4-B	C and/or D	1.5968
4-C	C and/or D	1.5968
4-D	C and/or D	1.5968
4-E	C and/or D	1.5968
4-F	A Reverse	1.1612
4-G	B Reverse	1.5602

B4899 P0313

EXHIBIT "FF"

ISLES OF BOCA CONDOMINIUM, SECTION I

PHASES I, II, III, IV, V, VI, VII, VIII, IX AND X

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.

BUILDING AND UNIT NUMBER

UNIT TYPE
(See Note 1)

Building No. 5

Unit

5-A	A	1.1612
5-B	B	1.5602
5-C	C and/or D	1.5968
5-D	C and/or D	1.5968
5-E	C and/or D	1.5968
5-F	C and/or D	1.5968
5-G	C and/or D	1.5968

Building No. 6

Unit

6-A	A	1.1612
6-B	B	1.5602
6-C	C and/or D	1.5968
6-D	C and/or D	1.5968
6-E	C and/or D	1.5968
6-F	C and/or D	1.5968

Building No. 7

Unit

7-A	A	1.1612
7-B	B	1.5602
7-C	C and/or D	1.5968
7-D	C and/or D	1.5968
7-E	C and/or D	1.5968

Building No. 8

Unit

8-A	C and/or D	1.5968
8-B	C and/or D	1.5968
8-C	C and/or D	1.5968
8-D	A Reverse	1.1612
8-E	B Reverse	1.5602

Building No. 9

Unit

9-A	C and/or D	1.5968
9-B	C and/or D	1.5968
9-C	C and/or D	1.5968
9-D	C and/or D	1.5968
9-E	A Reverse	1.1612
9-F	B Reverse	1.5602

B4899 P0314

EXHIBIT "FF"

ISLES OF BOCA CONDOMINIUM, SECTION I

PHASES I, II, III, IV, V, VI, VII, VIII, IX AND X

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.

BUILDING AND
UNIT NUMBER

UNIT TYPE
(See Note 1)

Building No. 10

Unit

10-A	A	1.1612
10-B	B	1.5602
10-C	C and/or D	1.5968
10-D	C and/or D	1.5968
10-E	C and/or D	1.5968
10-F	C and/or D	1.5968

Note 1: The designation of Unit Type "C and/or D" includes Unit Types "C Reverse and/or D Reverse." These Units where the Unit Type has been designated in the alternative have been designated in this manner because Declarant is unable at this time to determine the Unit Type of these Units. Market demand shall ultimately determine the mix of C, D, C Reverse and D Reverse Unit Types of those Units where the Unit Type has been designated in the alternative. Declarant is able to accommodate the market in this manner because C, D, C Reverse and D Reverse unit Types share both the same "footprint" and the same percentage ownership of the Common Elements and Common Surplus and percentage share of the Common Expenses.

B7899 P0315

3125-42

JOINDER AND CONSENT OF MORTGAGEE

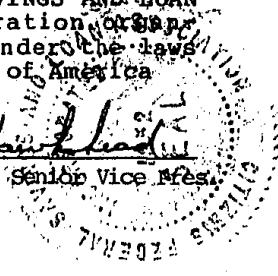
CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, herein called "Mortgagee", the owner and holder of various mortgages executed by PALM D'ORO DEVELOPMENT CORPORATION, a Florida corporation, in favor of Mortgagee, said mortgages encumbering portions of the property submitted to condominium ownership by the Declaration of Condominium of Isles of Boca Condominium, Section I 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 I and Mortgagee agrees that its mortgage interests hereinabove stated are subordinate to the Declaration of Condominium of Isles of Boca Condominium, Section I unless said Declaration provides otherwise and that the lien of said mortgages 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 mortgages except as specifically provided for herein.

Signed, sealed and delivered in the presence of:

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America

[Handwritten signature]

By: Richard M. Hawkshead
Richard M. Hawkshead, Senior Vice Pres.

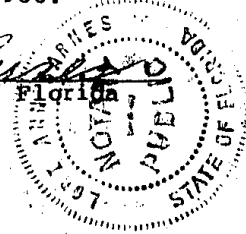


STATE OF FLORIDA)
) SS:
COUNTY OF ~~WOOD~~ Broward)

BEFORE ME, the undersigned authority, personally appeared Richard M. Hawkshead, as Senior Vice President of 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 30 day of May, 1986.

[Handwritten signature]
Notary Public, State of Florida



My commission expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 19, 1988
BONDED THRU GENERAL INS. UND.

84899 P0316

3125-20

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