This instrument prepared by:
SHARON A. WEBER, ESQ.
BECKER & POLIAKOFF, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

AUG-28-1991 03:28pm 91-247090
ORB 6940 Ps 81

CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM FOR TWELVE OAKS CONDOMINIUMS

WHEREAS, the Declarations of Condominium for TWELVE OAKS CONDOMINIUMS have been duly recorded in the Public Records of Palm Beach County, Florida as follows:

	O.R. Book	Page
Twelve Oaks Condominium, Cluster "A"	2801	386
Twelve Oaks Condominium, Cluster "B"	2843	718
Twelve Oaks Condominium, Cluster "C"	2865	1435
Twelve Oaks Condominium, Cluster "D"	2939	56
Twelve Oaks Condominium, Cluster "E"	2975	583
Twelve Oaks Condominium, Cluster "F"	2901	1659
Twelve Oaks Condominium, Cluster "G"	3070	1491
Twelve Oaks Condominium, Cluster "M"	2797	1020
Twelve Oaks Marina	4472	1185
Twelve Oaks Condominium Apartment Phase I Palm Beach County, Florida Building No. Five -- Shadow Oaks	2377	52
Twelve Oaks Condominium Apartment Phase I Palm Beach County, Florida Building No. Nine -- Water Oaks	2374	703
Twelve Oaks Condominium Apartment Phase I Palm Beach County, Florida Building No. Eight -- Wood Cove	2372	16
The Marina at Twelve Oaks, A Condominium	4456	1583

WHEREAS, at duly called and noticed meetings of the membership of Twelve Oaks Condominium Association, Inc., a Florida not-for-profit corporation, held on MARCH 7, 1991 and on April 18, 1991 and April 19, 1991 the aforementioned Declarations of Condominium were amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declarations are a true and correct copy of the amendments to the Declarations of Condominium as amended by the membership.

AMENDMENT TO ARTICLE 3.9 OF THE DECLARATION OF CONDOMINIUM OF THE MARINA AT TWELVE OAKS, A CONDOMINIUM

(additions indicated by underlining; deletions indicated by "---")

3.9 "COMMON EXPENSE" means all the expenses and assessments properly incurred by the ASSOCIATION for this CONDOMINIUM, and all other expenses declared COMMON EXPENSES by provisions of this DECLARATION. COMMON EXPENSES shall also mean any valid charge against the CONDOMINIUM PROPERTY as a whole. <u>COMMON EXPENSES shall specifically include any expenses or costs for the maintenance and upkeep of the entranceway of Twelve Oaks Village. COMMON EXPENSES shall also include the cost of franchised cable television service obtained pursuant to a bulk contract.</u>

AMENDMENT TO ARTICLE 3.10 OF THE
DECLARATION OF CONDOMINIUM OF
TWELVE OAKS CONDOMINIUM, CLUSTERS A-G, AND M

(additions indicated by underlining;
deletions indicated by "---")

3.10 "COMMON EXPENSE" means all the expenses and assessments properly incurred by the ASSOCIATION for this CONDOMINIUM, and all other expenses declared COMMON EXPENSES by provisions of this DECLARATION. COMMON EXPENSES shall specifically include any expenses or costs for the maintenance and upkeep of the entranceway of Twelve Oaks Village. COMMON EXPENSES shall also include the cost of franchised cable television service obtained pursuant to a bulk contract.

AMENDMENT TO ARTICLE II(f) OF THE
DECLARATION OF CONDOMINIUM OF
TWELVE OAKS CONDOMINIUM APARTMENTS PHASE I
BUILDING NO. 5, 8, AND 9

(additions indicated by underlining;
deletions indicated by "---")

II.F. Common Expenses Include:

1. Expenses of administration; expenses of the maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association, and a proportionate share of such expenses as to the Association property as set forth in this Declaration of Condominium and By-Laws.

2. Expenses declared common expenses by provisions of this Declaration or of the By-Laws.

3. Any valid charge against the condominium property as a whole.

4. Any expenses concerning property owned by the Association.

5. Common expenses shall specifically include any expenses or costs for the maintenance and upkeep of the entranceway of Twelve Oaks Village. Common expenses shall also include the cost of franchised cable television service obtained pursuant to a bulk contract.

WITNESS my signature hereto this 28th day of August, 1991, at North Palm Beach, Palm Beach County, Florida.

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

Juanita D. Demrick
Witness

By: _____
President

Witness

Attest: _____
Secretary

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

I HEREBY CERTIFY that on this day before me personally appeared CARL E. FIBKINS and LENNE A. GROSTUR, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at North Palm Beach, Palm Beach County, Florida this 28th day of August, 1991.

OFFICIAL SEAL
PAMELA L. MURPHY
Notary Public State of Florida
My Commission Expires
February 6, 1994

Notary Public, State of Florida at Large

My commission expires:

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

RETURN TO:

This instrument prepared by:
SHARON A. WEBER, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

FEB-20-1990 01:47PM 90-049193
ORB 6359 Pg 1525

CORRECTIVE INSTRUMENT FOR THE DECLARATIONS OF CONDOMINIUM FOR ALL TWELVE OAKS CONDOMINIUMS

WHEREAS, the Declarations of Condominium for all Condominiums in the TWELVE OAKS community are recorded in the Public Records of Palm Beach County, Florida, as follows:

Twelve Oaks Condominium, Cluster "A"	2801	386
Twelve Oaks Condominium, Cluster "B"	2843	718
Twelve Oaks Condominium, Cluster "C"	2865	1435
Twelve Oaks Condominium, Cluster "D"	2939	56
Twelve Oaks Condominium, Cluster "E"	2975	583
Twelve Oaks Condominium, Cluster "F"	2901	1659
Twelve Oaks Condominium, Cluster "G"	3070	1491
Twelve Oaks Condominium, Cluster "M"	2797	1020
Twelve Oaks Marina	4472	1185
Twelve Oaks Condominium Apartment Phase I Palm Beach County, Florida Building No. Five -- Shadow Oaks	2377	52
Twelve Oaks Condominium Apartment Phase I Palm Beach County, Florida Building No. Nine -- Water Oaks	2374	703
Twelve Oaks Condominium Apartment Phase I Palm Beach County, Florida Building No. Eight -- Wood Cove	2372	16
The Marina at Twelve Oaks, A Condominium	4456	1583

WHEREAS, the Articles and Incorporation and Bylaws of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., are attached as an exhibit to the aforestated Declarations; and,

WHEREAS, said Articles of Incorporation and Bylaws were amended by the membership and the Board of Directors of the Association on March 31, 1981; and

WHEREAS, a Certificate of Amendment was recorded in the Public Records of Palm Beach County in Official Records Book 3662 at Page 0745 evidencing such amendments as amended by the membership and the Board of Directors; and

WHEREAS, said Certificate of Amendment failed to enumerate the Official Records Book and Page numbers of the various Declarations of Condominium stated above; and

WHEREAS, it is the desire of the Association to correct said error in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the undersigned hereby certify that the attached amendments to the Articles of Incorporation and Bylaws were duly adopted by the Association as an exhibit to the above-referenced Declarations of Condominium and are attached hereto as Exhibit A.

WITNESS my signature hereto this 19th day of January,

19 90, at North Palm Beach, Palm Beach County, Florida.

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

Witness

By: _____
President

Witness

Attest: Juanita D. Demrick
Secretary

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

I HEREBY CERTIFY that on this day before me personally appeared George Shapiro and Juanita D. Demrick, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at North Palm Beach, Palm Beach County, Florida this 19th day of January, 19 90.

Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 10,1991
BONDED THRU GENERAL INS. UND.

LAW OFFICE
REFLECTIONS BUILDING • 450 AUSTRALIAN AVENUE SOUTH, SUITE 720 • WEST PALM BEACH, FL 33401-5034
TELEPHONE (407) 655-5444

The Articles of Incorporation of the TWELVE OAKS CONDOMINIUM ASSOCIATION, INC. are hereby amended in the following respects; and in all other respects said Articles shall remain as filed in the public records of Palm Beach County, Florida:

ARTICLE V

DIRECTOR

E. At the first election of directors by dwelling unit owners other than the developer, and at all subsequent elections of directors, the dwelling unit owners, other than the Developer, shall elect directors as follows:

The dwelling unit owners in Building 5, Shadow Oaks; building 8, Wood Cove; and Building 9, Water Oaks shall elect one director from each of the three condominiums and the dwelling unit owners in each condominium shall be entitled to vote only for the director elected from their condominium. The dwelling unit owners in Twelve Oaks Condominium Clusters A, B, C, D, E, F, G and M shall elect three directors which directors shall represent those condominiums. Each of the unit owners in Cluster Condominiums A, B, C, D, E, F, G and M shall be entitled to vote for all three directors. The dwelling unit owners in any additional condominiums which subsequently become part of the Village of Twelve Oaks shall be entitled to elect three (3) directors to represent those condominiums.

In accordance with the terms of the Bylaws, for the fiscal year beginning April 1, 1982, annually the six(6) elected resident directors shall choose a seventh resident director to serve for one year periods only or until such time as the dwelling unit owners in any additional condominium which subsequently becomes a part of Twelve Oaks elect three (3) directors to represent those condominiums. A seventh resident director, as hereinabove defined, shall no longer be chosen after the three(3) directors are elected for the additional condominiums.

EXHIBIT A

PROVISO: Except as provided below, at the first election of directors and all subsequent elections of directors, as long as the Developer holds for sale in the ordinary course of business any dwelling units in a condominium operated by the Association or proposed to be operated by the Association in the Village of Twelve Oaks, the Developer shall be entitled to designate a number of members to the Board of Directors equal to the total number of directors elected from all of the condominiums operated by the Association, plus one (1). PROVIDED, HOWEVER, upon the first of one of the following four items to occur, the Developer shall then be entitled to designate a number of members to the Board of Directors equal to the total number of directors elected from all of the condominiums operated by the Association, minus one (1):

1. Three years after fifty (50%) per cent of the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been conveyed to purchasers;

2. Three months after ninety (90%) per cent of the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been conveyed to purchasers;

3. When all the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the units in the Village of Twelve Oaks have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

Developer may at any time elect not to be represented on the Board of Directors or not to have the controlling vote thereof by submitting a written document to that effect to the Association.

The Bylaws of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC. are hereby amended in the following respects: and in all other respects said Bylaws shall remain as filed in the public records of Palm Beach County, Florida:

ARTICLE I

IDENTITY

A. The office of the Association shall be ~~1584~~ 11353 Twelve Oaks Way, North Palm Beach, Florida 33408.

B. The fiscal year of the Association shall be ~~the calendar year~~ end on March 31 of each year, beginning with that of the year ending March 31, 1982.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at the office of the corporation at 8:00 p.m., Eastern Standard Time, on the first Thursday in ~~December~~ March of each year, commencing ~~1975~~, 1982 for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is on a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

ARTICLE III

DIRECTORS

B.2. A nominating committee of at least seven owners shall be appointed by the Chairman of the Board of Directors not less than thirty (30) days prior to the annual members' meeting as presented to this body at this meeting. Additional nominations from dwelling unit owners in a condominium for the directors to be elected from that condominium or cluster shall be received from the floor.

8062 P0748

Article III, paragraph C shall be amended to read as follows:

C. The term of each director's service shall be for the calendar period year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

For the fiscal year beginning April 1, 1982, three of the six resident directors will be elected for a term of two years, and three for a period of one year. The Nominating Committee shall make the determination for the fiscal year beginning April 1, 1982, as to which of the three nominated directors shall serve for the period of two years and which three shall serve for the period of one year. At each annual election thereafter, all resident directors will be elected for a period of two years.

For the fiscal year beginning April 1, 1982, and annually thereafter, until the dwelling unit owners in any additional condominium which subsequently becomes a part of the Village of Twelve Oaks elect three (3) directors to represent those condominiums, the six (6) elected resident directors will choose a seventh resident owner to become a member of the Board. The term for each seventh resident director shall be for periods of one year only or until the three (3) directors are elected for any additional condominiums, as hereinabove provided.

ARTICLE VI

FISCAL MANAGEMENT

A. Accounts. A separate budget for each condominium administered by the Association shall be maintained. The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses.

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

Article VI, paragraph B shall be amended to read as follows:

B. Budget. The Board of Directors shall adopt a budget for each condominium for each calendar fiscal year that shall include the estimated funds required to defray the common expenses for such condominium and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

C. Assessments. Assessments against the dwelling unit owners for their share of the items of the budget shall be made for the calendar fiscal year annually in advance on or before December March 31 preceding the year for which the assessments are made. Such assessments shall be due in quarterly installments on the first days of January April, July, October and January of the fiscal 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 quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar fiscal year for which the amended assessment is made shall be payable in as many equal installments as there are quarters of the calendar fiscal year left as of the date of the amended assessment. The first assessment shall be determined by the Board of Directors of the Association, and they shall be authorized to make monthly, quarterly, semi or annual assessments. Each unit owner shall pay the equivalent of three (3) months assessment in advance upon taking title in order to provide sufficient working capital to the Association.

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

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

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

Return to:

THIS INSTRUMENT PREPARED BY:
GARY, DYTRYCH & RYAN, P.A.
JOHN W. GARY, III
1224 OLD PORT COVE PLAZA
NORTH PALM BEACH, FLA. 33408

80 026964

80 FEB 14 AM 8:02

CERTIFICATE

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a resolution amending the Declaration of Condominium, Articles of Incorporation and Bylaws of TWELVE OAKS CONDOMINIUM, CLUSTER E, according to the Declaration of Condominium recorded in Official Record Book 2975, pages 583-653, public records of Palm Beach County, Florida, which resolution was duly and unanimously adopted by the Directors of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at a meeting duly held on October 31, 1979, and duly adopted by the membership of the Association at a meeting duly held on December 6, 1979 in accordance with the requirements of the Declaration of Condominium, Articles of Incorporation and Bylaws for their amendment.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

EXECUTED at North Palm Beach, Florida, this 6th day of February, 1980.

16 cp

WITNESSES:

Christine E. Shumaker

Jacqueline A. Andres

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

By: John R. Math
JOHN R. MATH, President

Attest: Annette Blattner
ANNETTE BLATTNER
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me the undersigned officer duly authorized in the State and County aforesaid to take acknowledgments and to administer oaths, this day personally appeared JOHN R. MATH and ANNETTE BLATTNER, the President and Secretary respectively of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., and they each acknowledged before me that they executed the foregoing instrument as such officers for and on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 6th day of February, 1980.

Jacqueline A. Andres
Notary Public, State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires [illegible]

83231 P1101

RESOLUTION

I, ANNETTE BLATTNER, Secretary of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, do hereby certify that at a meeting of the Board of Directors held on October 31, 1979 and at a meeting of the membership of the Association held on December 6, 1979, the following resolution was adopted by the Board of Directors and the required number of members of the Association, which Resolution is as follows:

"Resolved: That the Articles of Incorporation and the Bylaws of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC. be and the same are hereby amended and from this date forward shall read as set forth hereinafter in Exhibit A attached hereto and incorporated by reference herein."

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

By: Annette Blattner
Annette Blattner,
Secretary

Sworn to and subscribed before me this 6th day of February, 1980.

Jacqueline S. Andres
Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 8, 1981

B3231 P1102

The Articles of Incorporation of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC. are hereby amended in the following respects; and in all other respects said Articles of Incorporation shall remain as filed in the public records of Palm Beach County, Florida.

ARTICLE V:

1. Paragraph E shall be amended to read as follows:

E. At the first election of directors by dwelling unit owners other than the developer, and at all subsequent elections of directors, the dwelling unit owners, other than the Developer, shall elect directors as follows:

The dwelling unit owners in Building 5, Shadow Oaks; Building 8, Wood Cove; and Building 9, Water Oaks shall elect one director from each of the three condominiums and the dwelling unit owners in each condominium shall be entitled to vote only for the director elected from their condominium. The dwelling unit owners in Twelve Oaks Condominium Clusters A, B, C, D, E, F, G and M shall elect three directors which directors shall represent those condominiums. Each of the unit owners in Cluster Condominium A, B, C, D, E, F, G and M shall be entitled to vote for all three directors. The dwelling unit owners in any additional condominiums which subsequently become part of the Village of Twelve Oaks shall be entitled to elect three (3) directors to represent those condominiums.

PROVISO: Except as provided below, at the first election of directors and all subsequent elections of directors, as long as the Developer holds for sale in the ordinary course of business any dwelling units in a condominium operated by the Association or proposed to be operated by the Association in the Village of Twelve Oaks, the Developer shall be entitled to designate a number of members to the Board of Directors equal to the total number of directors elected from all of the condominiums operated by the Association, plus one (1). PROVIDED, HOWEVER, upon the first of one of the following

EXHIBIT "A"

four items to occur, the Developer shall then be entitled to designate a number of members to the Board of Directors equal to the total number of directors elected from all of the condominiums operated by the Association, minus one (1):

1. Three years after fifty (50%) per cent of the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been conveyed to purchasers;

2. Three months after ninety (90%) per cent of the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been conveyed to purchasers;

3. When all the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the units in the Village of Twelve Oaks have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

Developer may at any time elect not to be represented on the Board of Directors or not to have the controlling vote thereof by submitting a written document to that effect to the Association.

The Bylaws of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC. are hereby amended in the following respects; and in all other respects said Bylaws shall remain as filed in the public records of Palm Beach County, Florida.

Article III, paragraph B(2) shall be amended to read as follows:

2. A nominating committee shall be appointed by the Chairman of the Board of Directors not less than thirty (30) days prior to the annual members' meeting as presented to this body at this meeting. Additional nominations from dwelling unit owners in a condominium for the directors to be elected from that condominium or cluster shall be received from the floor.

Article III, paragraph B(6) shall be amended to read as follows:

6. Except for directors selected by the Developer, any director may be removed by concurrence of two-thirds of the votes of the dwelling unit owners in the condominium group from which such director was elected at a special meeting of the members of that group called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members owning dwelling units in the condominium group which elected said director, at the same meeting.

B3231 P1105

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

CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION

JOHN R. MATH, President, and JOHN W. GARY, III, Vice President, of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a non-profit corporation under the laws of the State of Florida, do hereby certify that on the 16th day of March, 1977, at a joint meeting of the Board of Directors and members of said Association, all Directors and members being present, the following amendments to Articles of Incorporation were unanimously duly adopted.

The Articles of Incorporation of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC. are hereby amended in the following respects; and in all other respects said Articles of Incorporation shall remain as filed in the public records of Palm Beach County, Florida.

ARTICLE II:

1. Paragraph A shall be amended to read as follows:

A. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida, as amended, for the operation of the condominiums established or to be established within the Village of Twelve Oaks which is located on State Road 703 in Palm Beach County, Florida.

ARTICLE III:

1. Paragraph B shall be amended as follows: In the introductory paragraph of Article III, paragraph B, the word "condominium" in the fourth line should be made plural to read "condominiums". In the fifth line the word "declaration" should be made plural to read "declarations". In the sixth line after the word "time", the phrase "and Association Property," should be added.

2. Paragraph B(1) shall be amended to read as follows

To make and collect assessments against members as dwelling unit owners to defray the costs, expenses and

lessee of such members' condominium and the Association Property reserved for the use of such members.

3. Paragraph B(3) shall be amended to read as follows:

The maintenance, repair, replacement and operation of the property of each condominium, of the Association Property and of any other property which the Association may be granted a maintenance easement upon which benefits some or all of the Association members, for example the entrances to the Village of Twelve Oaks, guardhouse, the security system, road systems, bicycle paths, walkways or recreational facilities.

4. Paragraph B(4) shall be amended to read as follows:

The purchase of insurance upon the property of each condominium and the Association Property, and insurance for the protection of the Association and its members as dwelling unit owners.

5. Paragraph B(6) shall be amended to read as follows:

To make and amend reasonable regulations, respecting the use of any property for which the Association has the duty to operate and maintain; provided, however, that all such regulations and their amendments shall be approved by not less than seventy-five (75%) per cent of the votes of the dwelling unit owners in the condominium affected thereby, before such shall become effective.

6. Paragraph B(8) shall be amended to read as follows:

To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the regulations for the use of any property for which the Association has the duty to operate and maintain.

7. Paragraph B(9) shall be amended to read as follows:

To contract for the management, operation and maintenance of the condominium and of any other property for which it has the duty to operate and maintain and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration

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of Condominium to have approval of the Board of Directors or the membership of the Association.

8. Paragraph B(11) shall be amended to read as follows:

To employ personnel to perform the services required for proper operation and maintenance of the Condominium property or any other property which it has the duty to operate and maintain.

9. A new paragraph "F" shall be added to Article III which shall read as follows:

F. To acquire title and/or acquire the responsibility of operation and maintenance to recreational facilities and other properties for use and benefit of some or all of its members, the expenses of which will be apportioned according to the Declaration of Condominium and Bylaws.

ARTICLE IV:

1. Paragraph A shall be amended as follows: In the second line substitute the word "condominiums" for the word "buildings" and substitute the word "may" for "shall". In the third line substitute "Village of Twelve Oaks" for "Twelve Oaks Condominium Apartments". In the fourth line substitute the word "a" for the word "the" preceding the word "condominium".

ARTICLE V:

1. Paragraph A shall be amended to read as follows:

The affairs of the Association will be managed by a Board consisting of the number of directors determined by the provisions of paragraph E of this Article V, but not less than seven directors. Directors need not be members of the Association.

2. Paragraph C shall be amended by deleting the first nine lines, thereby leaving only the last sentence which reads as follows: The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election of directors, shall be filled by the remaining directors.

LAW OFFICES GARY, DITRICH & RYAN, P.A. NORTH PALM BEACH, FLORIDA • TELEPHONE (305) 626-4100

2. A new paragraph "E" shall be added to Article V which shall read as follows:

E. At the first election of directors by dwelling unit owners other than the developer, and at all subsequent election of directors the dwelling unit owners, other than the Developer, of each condominium shall elect one director for every 18 dwelling units or portion thereof contained in each such condominium.

PROVISO: Except as provided below, at the first election of directors and all subsequent elections of directors, as long as the Developer holds for sale in the ordinary course of business any dwelling units in a condominium operated by the Association or proposed to be operated by the Association in the Village of Twelve Oaks, the Developer shall be entitled to designate a number of members to the Board of Directors equal to the total number of directors elected from all of the condominiums operated by the Association, plus one(1). PROVIDED, HOWEVER, upon the first of one of the following four items to occur, the Developer shall then be entitled to designate a number of members to the Board of Directors equal to the total number of directors elected from all of the condominiums operated by the Association, minus one(1):

1. Three years after fifty (50%) per cent of the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been conveyed to purchasers;

2. Three months after ninety (90%) per cent of the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been conveyed to purchasers;

3. When all the dwelling units in the Village of Twelve Oaks that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the units in the Village of Twelve Oaks have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

Developer may at any time elect not to be represented on the Board of Directors or not to have the controlling vote thereof by submitting a written document to that effect to the Association.

EXECUTED at North Palm Beach, Florida, this ___ day of _____, 1977.

WITNESSES:

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

By: _____
JOHN R. MATH, President

Attest:

JOHN W. GARY, III, Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me the undersigned officer duly authorized in the State and County aforesaid to take acknowledgments and to administer oaths, this day personally appeared JOHN R. MATH, President and JOHN W. GARY, III, Vice President, of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., and acknowledged before me that they each executed the foregoing instrument as such officers of said corporation for and on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this ___ day of _____, 1977.

_____
Notary Public, State of Florida
My commission expires:

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THIS INSTRUMENT PREPARED BY:
GARY, DYTRYCH & RYAN, P.A.
JOHN W. GARY, III
1224 OLD PORT COVE PLAZA
NORTH PALM BEACH, FLA. 33408

DECLARATION OF CONDOMINIUM

OF

TWELVE OAKS CONDOMINIUM, CLUSTER " E "

ARKTON CORPORATION LIMITED, an Ontario chartered corporation, duly qualified and authorized to do business in the State of Florida, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Survey Exhibit attached hereto as EXHIBIT 1, which is incorporated herein by reference, does hereby state and declare that said realty, together with improvements thereon, is submitted to condominium ownership pursuant to the CONDOMINIUM ACT of the State of Florida (F.S. 718, et.seq.) and does hereby file this DECLARATION OF CONDOMINIUM.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this DECLARATION is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this CONDOMINIUM is as specified in the title of this document. The address shall be the name of the CONDOMINIUM together with: 1584 Twelve Oaks Way, North Palm Beach, Florida 33408.

1.3 THE LAND. The real property described on Exhibit 1 is the CONDOMINIUM PROPERTY hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the EXHIBITS attached hereto.

1.4 EFFECT. All of the provisions of this DECLARATION OF CONDOMINIUM and all EXHIBITS attached hereto shall be binding upon all UNIT OWNERS and are enforceable equitable servitudes running with the land and existing in perpetuity until this DECLARATION is revoked and the CONDOMINIUM is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each UNIT as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS; AMENDMENTS THERETO.

2.1 SURVEY. Annexed hereto and made a part hereof as EXHIBIT 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the CONDOMINIUM, identifying the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and their respective locations and approximate dimensions. Each UNIT is identified on EXHIBIT 1 by a specific number. No UNIT bears the same number as any other UNIT. The parking area is delineated thereon. The percentage of ownership of undivided interests in the COMMON ELEMENTS appurtenant to each UNIT is designated thereon.

2.2 RIGHT TO ALTER. SPONSOR reserves the right to alter the interior design, boundaries and arrangements of all UNITS as long as SPONSOR owns the UNITS so altered. Said alterations shall be accomplished by an amendment to this DECLARATION, which need only be signed by SPONSOR with the approval of any other party. SPONSOR shall unilaterally reapportion, if necessary, the shares of ownership in the COMMON ELEMENTS appurtenant to the UNITS concerned.

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

WEST PALM BEACH, FLA. 33402
Libby Bailey

RECORDED IN OFFICIAL RECORDS BOOK OF PALM BEACH COUNTY, FLA. 1075 PAGE 587

3. DEFINITION OF TERMS.. The terms used in this DECLARATION and the EXHIBITS attached hereto shall have the meanings stated in the CONDOMINIUM ACT. (Sec. 718.101, Fla. Stat., 1977) and as follows, unless the context otherwise requires.

3.1 "CONDOMINIUM" means that form of ownership of CONDOMINIUM PROPERTY under which UNITS are subject to ownership by one or more owners, and there is appurtenant to each UNIT as part thereof an undivided share in the COMMON ELEMENTS. The term shall also mean the CONDOMINIUM established by this DECLARATION.

3.2 "DECLARATION", or "DECLARATION OF CONDOMINIUM" means this instrument and all EXHIBITS attached as they may be amended from time to time.

3.3 "UNIT" or "CONDOMINIUM UNIT" means a part of the CONDOMINIUM PROPERTY which is to be subject to exclusive ownership as specified in this DECLARATION.

3.4 "COMMON ELEMENTS" means the portions of the CONDOMINIUM PROPERTY not included in the UNITS.

3.5 "LIMITED COMMON ELEMENTS" means and includes those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS.

3.6 "ASSOCIATION" means TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation which is the entity responsible for the operation of the CONDOMINIUM.

3.7 "BOARD" or "BOARD OF DIRECTORS" means the Board of Directors of the ASSOCIATION responsible for the administration of the ASSOCIATION.

3.8 "BY-LAWS" means the BY-LAWS of the aforedescribed ASSOCIATION as they exist from time to time. (EXHIBIT 3)

3.9 "CONDOMINIUM ACT" means the Condominium Act of The State of Florida (Florida Statutes, Chapter 718, C. 76-222 Laws of 1976).

3.10 "COMMON EXPENSES" means all the expenses and assessments properly incurred by the ASSOCIATION for this CONDOMINIUM, and all other expenses declared COMMON EXPENSES by provisions of this DECLARATION.

3.11 "LIMITED COMMON EXPENSES" means the expenses for which some but not all of the UNIT OWNERS are liable to the ASSOCIATION.

3.12 "COMMON SURPLUS" means the excess of all receipts of the ASSOCIATION from this CONDOMINIUM, including but not limited to, assessments, rents, profits, and revenues on account of the COMMON ELEMENTS, in excess of the amount of COMMON EXPENSES.

3.13 "CONDOMINIUM PROPERTY" means and includes the lands and personal property hereby 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.

3.14 "ASSESSMENT" means a share of the funds required for the payment of COMMON EXPENSES which is assessed against the UNIT OWNERS from time to time.

3.15 "UNIT OWNER" means the owner of a CONDOMINIUM PARCEL.

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3.16 "INSTITUTIONAL MORTGAGEE" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government or like entity being a mortgagee of a UNIT.

3.17 "OCCUPANT" means the person or persons other than the UNIT OWNER in actual possession of a UNIT.

3.18 "CONDOMINIUM DOCUMENTS" means this DECLARATION, the SURVEY EXHIBIT, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BY-LAWS OF THE ASSOCIATION, and MANAGEMENT AGREEMENT FOR ASSOCIATION PROPERTIES.

3.19 "SPONSOR" means ARKTON CORPORATION LIMITED, its successors and assigns, who have created this CONDOMINIUM.

3.20 "ARTICLES OF INCORPORATION", means the ARTICLES OF INCORPORATION of the ASSOCIATION, heretofore filed in the Office of the Secretary of State of the State of Florida. (EXHIBIT 2)

3.21 "MANAGEMENT AGREEMENT" means that certain Agreement entered into by and between the ASSOCIATION and ARKTON CORPORATION LIMITED, which provides for the management of the CONDOMINIUM PROPERTY. (EXHIBIT 4).

3.22 "MANAGEMENT FIRM" means ARKTON CORPORATION LIMITED, its successors and assigns, being the entity to which the responsibility for the management of the CONDOMINIUM PROPERTY has been delegated by the ASSOCIATION.

3.23. "VILLAGE OF TWELVE OAKS" means the entire residential development located on State Road 703 in Palm Beach County, Florida, now known as TWELVE OAKS.

3.24. "ASSOCIATION PROPERTIES" or "PROPERTY OWNED BY THE ASSOCIATION" means real property which has been or will be deeded to the ASSOCIATION and the improvements thereon including tangible personal property required for operation and maintenance thereof. This real estate is not submitted to condominium ownership and, therefore, is not a portion of the COMMON ELEMENTS of any condominium in the VILLAGE OF TWELVE OAKS. As this ASSOCIATION PROPERTY is deeded to the ASSOCIATION, such conveyance shall contain use restrictions setting forth the various condominiums within the VILLAGE OF TWELVE OAKS which are entitled to use that specific ASSOCIATION PROPERTY being so conveyed. The expenses for the operation and maintenance of this ASSOCIATION PROPERTY shall be equitably apportioned by the ASSOCIATION to those condominiums the unit owners of which are entitled to use the facilities.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING.

4.1 INTEREST IN COMMON ELEMENTS. Each UNIT OWNER shall own, as an appurtenance to his UNIT, an undivided interest in the COMMON ELEMENTS as assigned thereto in EXHIBIT 1. The percentage of

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undivided interest of each UNIT shall not be changed without the unanimous consent of all owners of all of the UNITS (except as provided for in Paragraphs 2 and 16 hereof). No owner of any UNIT shall bring an action for partition or division of his undivided interest in the COMMON ELEMENTS.

4.2 BOUNDARIES. Each UNIT is identified and located on EXHIBIT 1 hereto and lies within the following boundaries

4.2.1 UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY--The plane of the interior surface of the roof sheeting above each UNIT.

(2) LOWER BOUNDARY--The plane of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES: The perimetrical boundaries of a UNIT shall be the following boundaries extended to intersections with each other and with the upper and lower boundaries:

a. EXTERIOR WALLS:

(1) Where this is an exterior wall (which is a wall located on the perimeter of a UNIT which is not a common, party wall with any other UNIT), the vertical plane of the undecorated, unfinished, outside surface of such wall;

(2) Where there is an aperture for windows and doors, in any perimetrical boundary [illegible] be extended to all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior, undecorated, unfinished surface of such aperture, including the framework thereto;

(3) Where a patio, terrace, porch, or other portion of the building or any fixture attached to the building serves only the UNIT being bounded, the perimetrical boundary shall vary with the exterior, undecorated, unfinished surface of any such structure extended in a vertical plane, where necessary, to the upper or lower boundary.

(4) Exterior walls made of glass or glass fixed to metal framing, exterior windows and metal frames, exterior glass sliding doors, metal frames, metal casings and screening shall be included within the UNIT and shall not be deemed a COMMON ELEMENT.

b. COMMON PARTY WALLS: Where there is a common party wall (which is a wall common to two UNITS located on the perimeter of both UNITS) the vertical planes of the center line of such wall.

c. INTERIOR PARTITIONS: The interior partitions within a UNIT are part of said UNIT.

4.2.3 WEIGHT BEARING STRUCTURES. Each UNIT shall not include the area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries.

4.2.4 MAINTENANCE EASEMENT. In addition to the space within the horizontal and perimetrical boundaries, there shall be within each UNIT, as a COMMON ELEMENT, an easement through said UNIT for the purpose of providing maintenance, repair or services to the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utilities to the UNITS and the COMMON ELEMENTS.

a. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one UNIT are appurtenant to such UNIT and are not part of the COMMON ELEMENTS.

4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors located on or near any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual UNITS shall be deemed owned by the UNIT OWNERS and are not a part of the COMMON ELEMENTS.

4.3 LIMITED COMMON ELEMENTS. The shaded areas surrounding each UNIT, as shown on EXHIBIT 1, which are designated "Limited Common Element" are declared to be LIMITED COMMON ELEMENTS appurtenant to the UNIT which is served by and adjacent to said area so designated.

a. The use of the LIMITED COMMON ELEMENTS appurtenant to a UNIT is restricted to the OWNER of such UNIT and such OWNER'S [illegible] Maintenance and upkeep of said area, except for the area designated "ATRIUM", shall be provided by the ASSOCIATION and the expense thereof shall be a portion of the COMMON EXPENSES. Should any maintenance, repair or replacement thereof be caused by the negligence or misuse by a UNIT OWNER, his family, guests, servants, invitees and licensees, the UNIT OWNER shall be responsible therefor and the ASSOCIATION shall have the right to levy an assessment against said UNIT OWNER, said assessment having the same force and effect as an assessment for COMMON EXPENSES. The area labeled "ATRIUM" shall be maintained by and at the expense of the UNIT OWNER.

b. That portion of the LIMITED COMMON ELEMENTS appurtenant to a UNIT which is located to the rear of the UNIT may be enclosed with a fence by the OWNER of such UNIT, at the OWNER'S expense. The location, design, construction, materials and height of such fence must be approved in writing by the ASSOCIATION prior to installation and shall be installed upon any reasonable conditions imposed by the ASSOCIATION. Such UNIT OWNER shall have sole responsibility for the expense of maintenance and repair of the fence installed.

c. No UNIT OWNER shall make or permit any additional landscaping, planting or improvements to the LIMITED COMMON ELEMENT areas without prior written approval of the ASSOCIATION. Any increased cost of maintenance, as determined solely by the ASSOCIATION, resulting from any additional landscaping or improvements shall be borne by the OWNER and the ASSOCIATION shall have the right to levy an assessment against the OWNER for such, which shall have the same force and effect as an assessment for COMMON EXPENSE.

4.4 AUTOMOBILE PARKING AREAS. The areas designated on EXHIBIT 1 as "Parking Areas" are COMMON ELEMENTS to be used by UNIT OWNERS and/or their guests in accordance with Rules and Regulations adopted by the ASSOCIATION.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS.

5.1 SUBDIVISION OF UNITS. No UNIT may be divided or subdivided into a smaller UNIT or UNITS other than as shown on EXHIBIT 1 hereto, nor shall any UNIT, or portion thereof, be added to or incorporated into any other UNIT (except as provided in paragraph 2 hereof).

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The COMMON ELEMENTS are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all UNITS.

6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any UNIT, COMMON ELEMENT or LIMITED COMMON ELEMENT shall encroach upon any other UNIT, COMMON ELEMENT or LIMITED COMMON ELEMENT for any reason other than the purposeful negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved, and granted, through the CONDOMINIUM PROPERTY as may be required for utility service (construction and maintenance) and in order to adequately serve the CONDOMINIUM and any other CONDOMINIUMS or UNITS in the Village of Twelve Oaks.

6.4 INGRESS AND EGRESS. An easement for ingress and egress is hereby created in favor of all UNIT OWNERS in the Village of Twelve Oaks, their immediate families, guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the COMMON ELEMENTS; and for vehicular traffic over, through and across such portions of the COMMON ELEMENTS as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a UNIT OWNER shall be subject to all of the provisions of this DECLARATION as the same may exist from time to time.

6.6 ACCESS. SPONSOR covenants to provide, either by way of perpetual private easements or publicly dedicated right of way, access to the CONDOMINIUM for ingress and egress to publicly dedicated streets. The SPONSOR shall have the unequivocal continuous right to use, alter, change and relocate said easements as often as it deems necessary, without the consent of the ASSOCIATION, UNIT OWNERS, and any others entitled to use the easement as this easement shall not be deemed to create a burden on the land upon which it exists at any particular time nor to run with this CONDOMINIUM. The SPONSOR shall also have the right to grant or dedicate such easements to the public or governmental authorities without the consent of any person whomsoever. However, when requested the ASSOCIATION and UNIT OWNERS shall join in the execution of confirmation of the same.

6.7 SURVEY EXHIBIT--EASEMENTS. The SPONSOR shall have the right to create for others, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this paragraph 6. Further, SPONSOR shall have the unequivocal right without the joinder of any other party to grant such easements, (ingress, egress and maintenance) to such parties, including the

MANAGEMENT FIRM, as SPONSOR deems fit, over the traffic ways as contained in the CONDOMINIUM. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the CONDOMINIUM PROPERTY is designated as shown on EXHIBIT 1 attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on EXHIBIT 1 being granted over these traffic ways shall be as provided for therein, and if no such provision is made, the ASSOCIATION shall be responsible for the maintenance and care thereof. SPONSOR, or its designee, shall have the right but not the obligation to enter the CONDOMINIUM PROPERTY for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the SPONSOR grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on EXHIBIT 1, the same shall automatically be part of the easements provided therein as if originally set forth.

6.8 ADDITIONAL EASEMENTS. SPONSOR reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the CONDOMINIUM PROPERTY, at any time, for any purpose, without the joinder of the ASSOCIATION or any UNIT OWNERS whomsoever, provided, that said easements so created shall not cause a taking of part of a building. However, if requested, the ASSOCIATION and UNIT OWNERS shall join in the creation thereof.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 OWNERSHIP AND METHOD OF SHARING. Each UNIT shall share in the COMMON SURPLUS and be liable for the COMMON EXPENSES (except those assessable to less than all UNITS) in the same percentage as the percentage representing the undivided interest of each UNIT in the COMMON ELEMENTS. The right to share in the COMMON SURPLUS does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the CONDOMINIUM.

7.2 EXEMPTION OF SPONSOR. The SPONSOR shall be excused from the payment of the share of common expenses in respect of those units owned by SPONSOR and offered for sale during such period of time that SPONSOR shall have guaranteed that the assessment for common expenses of the CONDOMINIUM, imposed upon the UNIT OWNERS other than SPONSOR shall not increase over a stated dollar amount, and for which period SPONSOR shall have obligated itself to pay any amount of common expenses not produced by the assessments at the guaranteed level receivable from other UNIT OWNERS.

In the event SPONSOR does not make such guarantee he shall be excused from the payment of common expenses to the maximum extent allowed in F.S. 718.116(8)(a) and the language thereof shall be deemed incorporated herein.

8. ADMINISTRATION OF THE CONDOMINIUM: THE ASSOCIATION, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS, VOTING.

8.1 THE ASSOCIATION. The ASSOCIATION shall administer the operation and management of the CONDOMINIUM PROPERTY and undertake and perform all acts and duties incident thereto in accordance with the provisions of this instrument and the CONDOMINIUM ACT.

8.2 MEMBERSHIP. Each UNIT OWNER shall automatically become a member of the ASSOCIATION upon his acquisition of title to any UNIT and said membership shall terminate automatically upon said UNIT OWNER being divested of title to such UNIT, regardless of the

means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any UNIT shall be entitled, by virtue thereof, to membership in the ASSOCIATION or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION. In the administration of the CONDOMINIUM, the ASSOCIATION shall have, and is hereby granted, the authority and power to enforce the provisions of this DECLARATION, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS as the Board of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM. The ASSOCIATION shall have all of the powers and duties set forth in the CONDOMINIUM ACT.

8.4 REPORTS TO MEMBERS AND SPONSOR. The ASSOCIATION or its designees shall maintain such records as required by F.S. 718.111. When this function is delegated to the MANAGEMENT FIRM, the terms of the MANAGEMENT AGREEMENT shall govern. Written summaries of the accounting records of the ASSOCIATION shall be supplied annually to the SPONSOR.

8.5 REPORTS TO LENDERS. So long as an INSTITUTIONAL MORTGAGEE of any UNIT is the owner or holder of a mortgage encumbering a UNIT in the CONDOMINIUM, the ASSOCIATION shall furnish said INSTITUTIONAL MORTGAGEE with one (1) copy of the Annual Financial Statement and Report of the ASSOCIATION pertaining to the UNIT upon which the mortgage is held, provided said INSTITUTIONAL MORTGAGEE requests same.

8.6 INSURANCE REPORTING. 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.

A copy of each insurance policy obtained by the ASSOCIATION shall be made available for inspection by UNIT OWNERS at reasonable times.

8.7 VOTING. Each UNIT OWNER, including the SPONSOR, shall be entitled to one (1) vote for each UNIT owned. The vote of each UNIT OWNER shall be governed by the provisions of the BY-LAWS.

8.8 MANAGEMENT AGREEMENT. The ASSOCIATION may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the CONDOMINIUM PROPERTY and may delegate to such contractor or manager such of the powers and duties of the ASSOCIATION as the ASSOCIATION and such person, firm or corporation shall agree. To this end, the ASSOCIATION has entered into the MANAGEMENT AGREEMENT attached hereto as EXHIBIT 4.

8.9 CONSTRUCTION OF POWERS. All references and grants of power or authority to the ASSOCIATION or Board of Directors, including the power to discharge said responsibility and to enforce the ASSOCIATION'S legal rights for the purposes of this DECLARATION, shall be deemed as grants of power and authority directly to the MANAGEMENT FIRM for such period of time as the MANAGEMENT AGREEMENT exists, and only thereafter, to the ASSOCIATION. This provision shall not be construed as binding the MANAGEMENT FIRM to perform all the duties of the ASSOCIATION but only those which shall be specified in the MANAGEMENT AGREEMENT. For the purpose of this

DECLARATION, all references herein to the ASSOCIATION where the rights, duties and powers are encompassed by the MANAGEMENT AGREEMENT shall be deemed to read "The MANAGEMENT FIRM for so long as the MANAGEMENT AGREEMENT shall exist, and, thereafter, the ASSOCIATION". Nothing in this instrument shall be deemed to make the MANAGEMENT FIRM liable for any expenses or costs for which the ASSOCIATION and/or UNIT OWNERS are liable.

8.10 MULTIPLE CONDOMINIUMS. The ASSOCIATION is administering and operating other condominiums in the VILLAGE OF TWELVE OAKS. It shall be the ASSOCIATION'S sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to the CONDOMINIUM, and which are to be apportioned amongst more than one condominium, as well as the basis of such apportionment, and in all events the ASSOCIATION'S determination as to such attribution shall be conclusive and binding, and all costs and expenses attributed to the CONDOMINIUM, whether in their entirety or as an apportionment of an expense shared by more than one condominium, shall constitute COMMON EXPENSES of the CONDOMINIUM.

9. USE AND OCCUPANCY.

9.1 RESIDENTIAL USE. Each UNIT is hereby restricted to residential use as a single family residence by the owner or owners thereof, their immediate families, guests and invitees.

9.2 OWNERSHIP BY ENTITY. In the event that other than a natural person is a UNIT OWNER, said entity shall, prior to the purchase of such UNIT, designate the person who is to be the permanent OCCUPANT of such UNIT. Such entity shall not thereafter have the right to designate other persons as the OCCUPANTS of such UNIT, whether in substitution of or in addition to the persons initially designated, except with the approval of the ASSOCIATION given pursuant to the provisions of Paragraph 12 hereof. All provisions of this instrument shall apply to such designated OCCUPANTS as though they had title to such UNIT, and the entity owning such UNIT shall be bound thereby. The provisions hereof shall not be applicable to any CORPORATION formed or controlled by SPONSOR.

9.3 GENERAL USE RESTRICTION. No person shall use the CONDOMINIUM PROPERTY or any part thereof in any manner contrary to the CONDOMINIUM DOCUMENTS.

9.4 ALTERATIONS AND ADDITIONS. No UNIT OWNER shall make or permit to be made any material alteration, addition or modification to his UNIT without the prior written consent of the ASSOCIATION and, during such period that SPONSOR is selling UNITS in the VILLAGE OF TWELVE OAKS, SPONSOR. No UNIT OWNER shall cause the patio which is abutting, or part of, his UNIT to be enclosed or cause any improvements or changes to be made therein or on the exterior of the building, including painting or other decoration, without the written permission of the ASSOCIATION and SPONSOR. No UNIT OWNER shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections, whether inside or outside the UNIT except as provided in the BY-LAWS or in any manner change the appearance of any portion of the CONDOMINIUM PROPERTY without written consent of ASSOCIATION and SPONSOR. No UNIT OWNER may cause any material puncture or break in the boundaries of his UNIT or grow or plant any type of plant, shrub, flower, etc. outside his UNIT without written permission of ASSOCIATION and SPONSOR. No UNIT OWNER may alter any lock or install a new lock without permission of the ASSOCIATION.

9.5 LAWFUL USE. No offensive or unlawful use shall be made of any or all the CONDOMINIUM PROPERTY, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be the same as the responsibility for maintenance and repair of the property concerned.

9.6 PETS. No animals shall be kept or harbored on the CONDOMINIUM PROPERTY without the written consent of the ASSOCIATION or

SPONSOR. Such consent if given may be upon such conditions as the ASSOCIATION may prescribe and such consent shall be deemed provisional and subject to revocation at any time. When notice of revocation or removal of any pet is given, said pet shall be removed within twenty-four hours of the giving of the notice. These rights of the ASSOCIATION shall be exercised in accordance with the BY-LAWS.

9.7 NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other UNIT OWNERS or which interferes with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by the UNIT OWNERS is permitted. No UNIT OWNER or OCCUPANT shall permit or suffer anything to be done or kept upon the CONDOMINIUM PROPERTY or his UNIT which will increase the rate of insurance on the CONDOMINIUM.

9.8 APPLICABILITY TO SPONSOR. Neither the UNIT OWNER nor the ASSOCIATION, nor their use of the CONDOMINIUM, shall interfere with the SPONSOR'S completion and sale of the CONDOMINIUM UNITS, whether in this CONDOMINIUM or otherwise. Anything contained herein to the contrary notwithstanding, the SPONSOR may make such use of any unsold UNIT and the COMMON ELEMENTS as may facilitate the sale or leasing of any UNIT.

9.9 VEHICLES. No campers, vans, motor homes, mopeds, trailers, motorcycles, boats, boat trailers or any other vehicles other than conventional passenger automobiles shall be allowed to park in any areas of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS. Each dwelling UNIT OWNER shall park only in his assigned parking space, garage or driveway. No parking is allowed in the roadways.

9.10 CHILDREN. No person under the age of twelve (12) years is permitted to reside in any UNIT but may visit and temporarily reside for reasonable periods not to exceed three (3) consecutive weeks on any one occasion and six (6) weeks in any calendar year. No children between the ages of twelve (12) and seventeen (17) years of age are permitted to occupy any apartment unless a responsible adult is in residence at the same time.

9.11 WINDOWS AND SIGNS. The windows of each UNIT must appear uniform from the outside. Any and all drapes or curtains to be hung or displayed in a UNIT which may be visible from outside the UNIT or CONDOMINIUM PROPERTY shall have a white lining which has been approved by the ASSOCIATION. No window shades or venetian blinds shall be located or displayed on any part of a UNIT visible from outside the UNIT or CONDOMINIUM PROPERTY without prior consent of the ASSOCIATION. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, printed or fixed in, on or upon any part of the UNIT that is visible from outside the UNIT or CONDOMINIUM PROPERTY. No awning, enclosure, canopy, shutter or like item shall be attached to or placed upon the outside walls or roof of any UNIT or building without the written permission of the ASSOCIATION.

9.12 OUTSIDE COOKING. No UNIT OWNER shall do any outside barbecuing or cooking except in the LIMITED COMMON ELEMENTS for that UNIT and said outside barbecuing or cooking shall be restricted to the use of electric grills.

9.13 GARBAGE AND TRASH. All garbage and trash shall be placed in tied plastic bags or wrapped in newspaper and tied and deposited in the trash receptacles unless it is a scheduled garbage pick-up day.

9.14 RULES AND REGULATIONS. All UNIT OWNERS and other persons shall use the CONDOMINIUM PROPERTY in accordance with the RULES AND REGULATIONS now or hereafter promulgated by the entity in control thereof and the provisions of this DECLARATION, ARTICLES OF INCORPORATION and BY-LAWS of the ASSOCIATION.

10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS.

10.1 MAINTENANCE BY ASSOCIATION. The ASSOCIATION, at its expense, shall be responsible for and shall maintain, repair and replace all of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS except as provided in Paragraph 4.3 hereof.

10.2 LIMITATION UPON LIABILITY OF MANAGEMENT FIRM. Notwithstanding the duty of the ASSOCIATION and the MANAGEMENT FIRM to maintain and repair parts of the CONDOMINIUM PROPERTY, the ASSOCIATION and UNIT OWNERS shall fully indemnify and hold the MANAGEMENT FIRM harmless from all loss, cost, expenses, including reasonable attorneys' fees for injury or damage, whether caused by any latent condition of the property to be maintained and repaired by their natural elements, other persons, or caused by any other reason whatsoever.

10.3 MAINTENANCE BY UNIT OWNER. The UNIT OWNER shall, subject to the other provisions of this DECLARATION, maintain, repair and replace, at his expense, all portions of his UNIT including, but not limited to, all doors, windows, glass, screens, electric circuits or panels, electric wiring, electric outlets and fixtures, heaters, stoves, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his UNIT. The UNIT OWNER shall maintain and repair the air conditioning compressor and air handler, refrigerant and electrical line appurtenant to his UNIT and all pipes, ducts, wires, conduits, electric circuits or panels, plumbing drains or other utility services which are appurtenant to the UNIT. The UNIT OWNER shall maintain that portion of the LIMITED COMMON ELEMENTS designated "ATRIUM".

10.4 LIABILITY OF UNIT OWNER. Should a UNIT OWNER undertake unauthorized additions and modifications to his UNIT, as specified above, or refuse to make repairs as required, or should a UNIT OWNER cause any damage to the COMMON ELEMENTS, the ASSOCIATION may make such repairs or replacements and the ASSOCIATION shall have the right to repair the same and to levy a special assessment for the cost thereof against the said UNIT OWNER. In the event a UNIT OWNER threatens to or violates the provisions hereof, the ASSOCIATION shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.5 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the owner of a UNIT is responsible is made necessary by any loss covered by insurance maintained by the ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the INSURANCE TRUSTEE, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The UNIT OWNER shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.6 RIGHT OF ENTRY BY ASSOCIATION AND MANAGEMENT FIRM. Whenever it is necessary to enter any UNIT for the purpose of inspection, including inspection to ascertain a UNIT OWNER'S compliance with the provisions of this DECLARATION, or for performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS or UNIT, the UNIT OWNER shall permit an authorized agent of the ASSOCIATION and/or MANAGEMENT FIRM, to enter such UNIT, or to go upon the COMMON ELEMENTS, PROVIDED, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The UNIT OWNERS acknowledge that the ASSOCIATION and MANAGEMENT FIRM may retain a master pass key to all the UNITS in the CONDOMINIUM. Each UNIT OWNER does hereby appoint the ASSOCIATION and MANAGEMENT FIRM as his agent for the purposes herein provided and agrees that the ASSOCIATION and MANAGEMENT FIRM shall not be liable for any alleged property damage or theft caused or occuring on account of any entry.

11. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY.

11.1 RESPONSIBILITY. If any taxing authority levies or assesses any Tax or Special Assessment against the CONDOMINIUM PROPERTY as a whole, and not the individual UNITS, the same shall be paid as a COMMON EXPENSE by the ASSOCIATION and assessed to the UNIT OWNERS. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each parcel.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by the ASSOCIATION and shall be a COMMON EXPENSE.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the CONDOMINIUM PROPERTY, the transfer and mortgaging of UNITS by other than SPONSOR shall be subject to the following provisions as long as the CONDOMINIUM and the CONDOMINIUM PROPERTY exists.

12.1 TRANSFERS SUBJECT TO APPROVAL.

a. SALE. No UNIT OWNER may dispose of a UNIT or any interest in a UNIT, by sale or otherwise, without approval of the grantee by the ASSOCIATION. All dispositions under this Paragraph 12, or otherwise, shall comply fully with all of the provisions of this DECLARATION and its EXHIBITS.

b. LEASE. No UNIT OWNER may dispose of a UNIT or any interest in a UNIT by lease without approval of the lessee by the ASSOCIATION. No transient accommodations shall be allowed.

c. GIFT. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership or occupancy of the UNIT shall be subject to approval of the ASSOCIATION.

d. DEVISE OR INHERITANCE. If any UNIT OWNER shall acquire his title by devise or inheritance, the continuance of his ownership of the UNIT shall be subject to approval of the ASSOCIATION.

e. OTHER TRANSFERS. If any UNIT OWNER shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the UNIT shall be subject to approval of the ASSOCIATION.

12.2 APPROVAL OF ASSOCIATION. The approval of the ASSOCIATION that is required for the transfer of all or part of ownership of UNITS shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION.

(1) SALE. A UNIT OWNER intending to make a "bona fide" sale of his UNIT shall give to ASSOCIATION notice of such intention, together with such information concerning the intended purchaser as the ASSOCIATION may require. Such notice, at the UNIT OWNER'S option, may include a demand by the UNIT OWNER that the ASSOCIATION furnish a purchaser for the UNIT if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) LEASE. A UNIT OWNER intending to make a "bona fide" lease of his entire UNIT shall give to ASSOCIATION notice of such intention, together with the name, address, and other such information concerning the intended lessee as the ASSOCIATION may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.



(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. A UNIT OWNER who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the ASSOCIATION notice thereof, together with such information concerning the UNIT OWNER as the ASSOCIATION may require and a copy of the instrument evidencing the owner's title.

(4) FAILURE TO GIVE NOTICE. If the required notice to the ASSOCIATION is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a UNIT, the ASSOCIATION, at its election and without notice, may approve or disapprove the same. If the ASSOCIATION disapproves the transaction or ownership, the ASSOCIATION shall proceed as if it had received the required notice on the date of such disapproval.

(5) BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

b. CERTIFICATE OF APPROVAL.

(1) TRANSFER FEE. The granting of any certificate of approval shall be based upon the condition that the transferee pay to the entity conducting the investigation a fee as specified in the BY-LAWS. The recording of the approval shall be deemed proof that the fee was paid. If not paid, it shall be treated as a delinquent limited common expense.

(2) SALE OR LEASE. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of all such notice and information concerning the proposed purchaser or lessee, (including responses to character and financial inquiries), that the ASSOCIATION may request, the ASSOCIATION must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate executed by an officer of the ASSOCIATION, which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in the same manner by the ASSOCIATION and delivered to the lessor. The liability of the UNIT OWNER under the terms of this DECLARATION shall continue notwithstanding the fact that the UNIT may have been leased.

(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the UNIT OWNER giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information required to be furnished concerning such owner, the ASSOCIATION must either approve or disapprove the continuance of the UNIT OWNER'S ownership of the UNIT. If approved, the approval shall be stated in a certificate executed by an officer of the ASSOCIATION and shall be recorded in the Public Records of Palm Beach County, Florida, as hereinabove provided.

(4) APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a UNIT is a CORPORATION or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be OCCUPANTS of the UNIT be approved by the ASSOCIATION and that the principals of the CORPORATION or entity shall guarantee the performance by the corporation of the provisions of this instrument, and execute either a copy thereof or a certificate to that effect.

12.3 DISAPPROVAL BY ASSOCIATION. If the ASSOCIATION shall disapprove a transfer of ownership or the leasing of a UNIT, the matter shall be disposed of in the following manner:

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

a. NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the UNIT OWNER has made no demand for providing a substitute purchaser or lessee, the ASSOCIATION shall deliver a certificate of disapproval executed in accordance with the BY-LAWS of the ASSOCIATION and the transaction shall not be consummated.

b. SALE OR LEASE--REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the request for substitute has been made, the ASSOCIATION shall deliver, or mail by registered mail, to the UNIT OWNER a bona fide agreement to purchase or rent the UNIT by a purchaser or lessee approved by the ASSOCIATION who will purchase or lease and to whom the UNIT OWNER must sell or lease the UNIT upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or rent.

(2) The sale shall be closed within thirty (30) days after the delivery of mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease.

(3) If the ASSOCIATION shall fail to provide a purchaser or lessee upon the demand of the UNIT OWNER in the manner provided, or if a purchaser or lessee furnished by the ASSOCIATION shall default in his agreement to purchase or lease then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

c. GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the UNIT OWNER has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the ASSOCIATION shall deliver or mail by registered mail to the UNIT OWNER an agreement to purchase the UNIT by a purchaser approved by the ASSOCIATION who will purchase and to whom the UNIT OWNER must sell the UNIT upon the following terms:

(1) The sale price 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. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the UNIT.

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

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

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

(5) If the ASSOCIATION shall fail to provide a purchaser as required herein, or if a purchaser furnished by the ASSOCIATION shall default in his agreement to purchase, the provisions of Paragraph 12.3b(3) shall apply.

12.4 MORTGAGE. No UNIT OWNER may mortgage his UNIT, or any interest therein, without the approval of the ASSOCIATION except to an INSTITUTIONAL MORTGAGEE, SPONSOR, or to a vendor to secure a portion or all of the purchase price.

12.5 EXCEPTIONS; PROVISO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or purchase by an INSTITUTIONAL MORTGAGEE that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.

a. PROVISO. Should an INSTITUTIONAL MORTGAGEE acquire title to an apartment as hereinabove provided, such INSTITUTIONAL MORTGAGEE shall immediately thereafter notify the ASSOCIATION of such fact. Any purchaser from an INSTITUTIONAL MORTGAGEE shall be subject to all of the provisions of this instrument, including the approval provisions hereof.

b. PROVISO. Should any purchaser acquire title to a UNIT at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the ASSOCIATION of such fact and shall be governed by Paragraph 12.3c, and all of the provisions of this instrument.

12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a CONDOMINIUM UNIT to transfer to transferee all the CONDOMINIUM DOCUMENTS originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.

12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this DECLARATION shall be void unless subsequently approved by the ASSOCIATION.

12.8 PROVISO. No certificate of approval shall be issued by the ASSOCIATION, as provided in this Paragraph 12 and the BY-LAWS, until all sums due by the UNIT OWNER pursuant to this DECLARATION, MANAGEMENT AGREEMENT are current and paid.

12.9 INAPPLICABILITY TO SPONSOR or MANAGEMENT FIRM. None of the provisions of this Paragraph 12 shall apply to any UNIT owned, initially or reacquired, by the SPONSOR or MANAGEMENT FIRM, or any corporation that is a parent, affiliate or subsidiary of the SPONSOR or MANAGEMENT FIRM and said firm may sell or lease any such units as it deems fit.

12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses. Nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., Life-estate deed, joint tenancy with children, etc.), but they shall govern at the time that the previously unapproved party takes possession.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The ASSOCIATION, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving of any person pursuant to this Paragraph 12, or for the method or manner of conducting this investigation. The ASSOCIATION, its agents or employees shall never be required to specify any reason for disapproval.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the CONDOMINIUM shall be governed by the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION, the UNIT OWNERS and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against UNIT OWNERS and the ASSOCIATION, their respective servants, agents and guests. Each UNIT OWNER and the ASSOCIATION hereby agree to waive any claim against each other and against other UNIT OWNERS for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual UNIT OWNERS, is declared to be a COMMON EXPENSE, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNER'S RESPONSIBILITY. Each UNIT OWNER may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

13.4 COVERAGE. The following coverage shall be obtained by the ASSOCIATION:

a. The building and all other insurable improvements upon the land, including all of the UNITS as originally constructed furnished or equipped by SPONSOR, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, and all personal property owned by the ASSOCIATION shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations as determined annually by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

b. Comprehensive general public liability and property damage insurance, including flood insurance as long as required by Federal law or regulations, in such an amount and in such form as required by the Board of Directors of the ASSOCIATION. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the UNIT OWNERS as a group to an individual UNIT OWNER, and one UNIT OWNER to another.

c. Workmen's compensation policies shall be obtained to meet the requirements of law.

d. Such other insurance as the Board of the ASSOCIATION may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the ASSOCIATION as a result of any insured loss, except those specifically herein excluded, shall be paid to any national bank doing business in Palm Beach County and having trust powers. In the event of an insured loss, such bank shall be designated as TRUSTEE by the ASSOCIATION (said Trustee, acting as such, is herein referred to as the "INSURANCE TRUSTEE"). The INSURANCE TRUSTEE shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the INSURANCE TRUSTEE shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the ASSOCIATION, the UNIT OWNERS and their respective mortgagees, as follows:

a. Proceeds received on account of damage to COMMON ELEMENTS shall be held in the same proportion as the share in the COMMON ELEMENTS which is appurtenant to each of the UNITS.

b. Proceeds on account of damage to the UNITS shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED. For the benefit of the UNIT OWNERS of the damaged UNITS in proportion to the cost of restoring the same suffered by each damaged UNIT. Upon the request of the INSURANCE TRUSTEE, the ASSOCIATION shall certify to the INSURANCE TRUSTEE the appropriate proportions, each UNIT OWNER shall be bound thereby and the INSURANCE TRUSTEE may rely upon said certification.

(2) TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED. For all UNIT OWNERS of that building the share of each being in the same proportion as the UNIT OWNER's undivided share in the COMMON ELEMENTS which is appurtenant to his UNIT. In the event a mortgagee endorsement has been issued hereunder, the share of the UNIT OWNER shall be held in trust for the mortgagee and the UNIT OWNER as their interest may appear.

13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the INSURANCE TRUSTEE shall be distributed to, or for the benefit of, the UNIT OWNERS (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the INSURANCE TRUSTEE) in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the ASSOCIATION.

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the UNIT OWNERS and their mortgagees as their interest may appear.

c. In making distribution to UNIT OWNERS and their mortgagees, the INSURANCE TRUSTEE may rely upon a certificate provided by the ASSOCIATION as to the names of the UNIT OWNERS and mortgagees and their respective shares of the distribution. Upon request of the INSURANCE TRUSTEE the ASSOCIATION shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT. The ASSOCIATION is irrevocably appointed agent for each UNIT OWNER, for each owner of a mortgage upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT. If any part of the CONDOMINIUM PROPERTY shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is to a COMMON ELEMENT the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the CONDOMINIUM shall be terminated.

b. CONDOMINIUM PROPERTY.

(1) LESSER DAMAGE. If the damage is to the CONDOMINIUM PROPERTY and if UNITS to which more than 50% of the COMMON ELEMENTS are appurtenant are found by the Board of Directors of the ASSOCIATION to be tenantable the damaged property shall be reconstructed, unless within sixty(60) days after the casualty the UNIT OWNERS owning 75% or more of the COMMON ELEMENTS agree in writing not to reconstruct, in which event, the CONDOMINIUM shall be terminated.

(2) MAJOR DAMAGE. If the damaged improvement is the CONDOMINIUM PROPERTY, and if UNITS to which more than 50% of the COMMON ELEMENTS are appurtenant are found by the Board of Directors to be untenantable then the damaged property will not be reconstructed and the CONDOMINIUM will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the COMMON ELEMENTS agree in writing to such reconstruction.

c. CERTIFICATE. The INSURANCE TRUSTEE may rely upon a certificate of the ASSOCIATION executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

13.9 RESPONSIBILITY. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER then the UNIT OWNER shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the ASSOCIATION.

13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes.

13.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the ASSOCIATION has the responsiblity of maintenance and repair, the ASSOCIATION shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and

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premiums for such bonds as the Board may desire, of those required by any INSTITUTIONAL MORTGAGEE involved.

13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the ASSOCIATION, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all UNIT OWNERS in sufficient amounts to provide funds for the payment of such costs. Such assessments against UNIT OWNERS for damage to UNITS shall be in proportion to the cost of reconstruction of their respective UNITS. Such assessments on account of damage to COMMON ELEMENTS shall be in proportion to the OWNER's shares in the COMMON ELEMENTS.

13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the INSURANCE TRUSTEE by the ASSOCIATION shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the UNIT OWNER: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the UNIT OWNERS may direct, or if there is a mortgagee endorsement, to such payee as the UNIT OWNER and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the UNIT OWNER to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than $25,000.00, and is the responsibility of the ASSOCIATION: The construction fund shall be disbursed directly to the ASSOCIATION in payment of such costs and upon the ASSOCIATION'S order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the ASSOCIATION and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than $25,000.00, and is the responsibility of the ASSOCIATION, then the reconstruction funds shall be applied by the INSURANCE TRUSTEE to the payment of such costs and shall be paid for the account of the ASSOCIATION, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the ASSOCIATION accompanied by an appropriate certificate signed by both an officer of the ASSOCIATION and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the ASSOCIATION or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does

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not exceed the amount of funds remaining in the hands of the INSURANCE TRUSTEE after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the COMMON ELEMENTS and thereafter to the UNITS. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the ASSOCIATION.

e. Payment for any reconstruction made under Subparagraphs (b) and (c) of this paragraph shall be made by the INSURANCE TRUSTEE and the UNIT OWNER, or the ASSOCIATION, only upon presentation of bills for materials in place, supplying or furnishing labor, services and materials or work covered and included in such statements for which failure to pay might result in a lien on the COMMON ELEMENTS.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued to any UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the UNIT OWNER and mortgagee where the responsiblity for reconstruction is that of the UNIT OWNER. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration, i.e., for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the UNIT OWNER from his duty to reconstruct damage to his UNIT as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the ASSOCIATION is specifically required, all decisions, duties and obligations of the ASSOCIATION hereunder may be made by the Board. The ASSOCIATION and its members shall jointly and severally be bound thereby.

14. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The ASSOCIATION, through its Board, shall have the power to make, levy and collect regular and special assessments for COMMON EXPENSES and such other assessments as are provided for by the CONDOMINIUM ACT, MANAGEMENT AGREEMENT, and the provisions of this DECLARATION and all other expenses declared by the Directors of the ASSOCIATION to be COMMON EXPENSES from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY. All assessments levied against UNIT OWNERS and UNITS shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the COMMON ELEMENTS without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the LIMITED COMMON ELEMENTS. Should the ASSOCIATION

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be the owner of any UNIT(s), the assessment, which would otherwise be due and payable to the ASSOCIATION by the owner of such UNIT(s), shall be a COMMON EXPENSE. Sponsor's liability shall be as heretofore specified.

14.3 PAYMENT. The assessment levied against the UNIT OWNER and his UNIT shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the ASSOCIATION.

14.4 EMERGENCIES. If 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, the Board of Directors and/or MANAGEMENT FIRM shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

a. RESERVE FUND. The Board of Directors of ASSOCIATION in assessing for COMMON EXPENSES may include therein a sum to be collected as a reserve fund for replacement of COMMON ELEMENTS for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS, as well as the replacement of personal property which may be a portion of the COMMON ELEMENTS.

b. OPERATING RESERVE FUND. The Board of Directors of ASSOCIATION in assessing for COMMON EXPENSES 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 security during periods of special stress. Such sums may be [illegible] of delinquent payment of assessment by UNIT OWNERS or as a result of emergencies.

14.5 SEPARATE PROPERTY. All monies collected by the ASSOCIATION shall, unless the same is collected for the benefit of others, be the separate property of the ASSOCIATION. Such monies may be applied by the ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM PROPERTY, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this DECLARATION. All monies received from assessments may be comingled with other monies held by the ASSOCIATION. No UNIT OWNER shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his UNIT. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a UNIT OWNER. When the owner of a UNIT shall cease to be a member of the ASSOCIATION by the divestment of his ownership of such UNIT 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.

14.6 DEFAULT. The payment of any assessment or installment thereof due to the ASSOCIATION shall be in default if such payment is not paid to the ASSOCIATION when due. If in default for in excess of thirty (30) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, the ASSOCIATION may assess a late charge of $10.00. In the event that any UNIT OWNER is in default in payment of any assessments or installments thereof, owed to the ASSOCIATION, said UNIT OWNER shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs. The UNIT OWNERS agree that the provisions of this Paragraph 14.6 are not a

penalty and are valid liquidated damages. In addition to the provision of this Paragraph 14.6, in the event the UNIT OWNER is in default of any such payments, the ASSOCIATION shall have the right and the option of accelerating the UNIT OWNER'S maintenance assessment for a one-year period from the date of default. The ASSOCIATION shall further have the right and the option of, from time to time, publishing the name of any UNIT OWNER who shall become delinquent in paying assessments.

14.7 NO WAIVER. No UNIT OWNER may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the COMMON ELEMENTS or by abandonment of the UNIT for which the assessments are made or in any other manner.

14.8 LIEN. The ASSOCIATION is hereby granted a lien upon each CONDOMINIUM PARCEL, together with a lien on all tangible personal property located within said UNIT (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of monies from each UNIT OWNER for which he is liable to the ASSOCIATION, including all assessments, interest and expenses provided for in this DECLARATION and sums advanced on behalf of the UNIT OWNER in payment of his obligations as set forth in the CONDOMINIUM DOCUMENTS and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to ASSOCIATION may be foreclosed as provided in the CONDOMINIUM ACT (1977). The lien granted to the ASSOCIATION shall further secure such advances for taxes and payments on accounts of INSTITUTIONAL MORTGAGES, liens or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the CONDOMINIUM ACT, unless, by the provisions of this DECLARATION, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the ASSOCIATION having the highest priority and dignity shall be the lien of the ASSOCIATION.

14.9 PROVISO. In the event that any person or INSTITUTIONAL MORTGAGEE shall acquire title to any parcel by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof such acquirer of title, his successors and assigns liability for the share of the COMMON EXPENSES or assessments by the ASSOCIATION pertaining to such CONDOMINIUM UNIT shall be governed by the provisions of F.S. 718.116. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all UNIT OWNERS of any nature, including, without limitation a purchaser at a judicial sale or INSTITUTIONAL MORTGAGEE, shall be liable for all assessments coming due while he is the UNIT OWNER.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any UNIT OWNER, mortgagee or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.11 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a parcel, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor made prior to the time of such voluntary conveyance. Any person who acquires an interest in a UNIT, except through foreclosure of a first mortgage, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such parcel until such time as all unpaid

assessments and all court costs and attorneys' fees, if any, incurred on account thereof and due and owing by the former UNIT OWNER, have been paid in full.

14.12 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All UNIT OWNERS do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.13 LIENS--MECHANICS. The creation and enforcement of mechanic's, and other, liens against the UNITS and CONDOMINIUM PROPERTY, except those created by this DECLARATION, shall be governed by the provisions of (F.S. 718.121--LIENS) the CONDOMINIUM ACT.

15. TERMINATION. The CONDOMINIUM may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined because of the circumstances and in the manner provided in Paragraph 13 that the CONDOMINIUM PROPERTY shall not be reconstructed, the CONDOMINIUM will be terminated, in which event the consent of the SPONSOR shall not be required.

15.2 AGREEMENT. As provided in Section 718.117 of the CONDOMINIUM ACT, the CONDOMINIUM may be terminated at any time by approval in writing of all UNIT OWNERS and all record owners of mortgages on UNITS.

If the proposed termination is submitted to a meeting of the ASSOCIATION, and if the approval of the owners of not less than 75% of the COMMON ELEMENTS and their INSTITUTIONAL MORTGAGEES is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving UNIT OWNERS (through the ASSOCIATION), shall have an option to buy all of the UNITS of the disapproving UNIT OWNERS for the period of one hundred twenty (120) days from the date of such meeting. The vote of those UNIT OWNERS approving the termination shall be irrevocable until the expiration of the option. Any UNIT OWNER voting against termination, or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the ASSOCIATION. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the ASSOCIATION, to each of the OWNERS of the UNITS. The agreement shall be subject to the purchase of all UNITS owned by OWNERS not approving the termination.

b. PRICE. The sale price for each UNIT shall be the fair market value as determined between the seller and the ASSOCIATION within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any UNIT, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

c. CLOSING. The sale of all UNITS shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last UNIT to be purchased.

15.3 CERTIFICATE. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the CONDOMINIUM the UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION attributable to the CONDOMINIUM as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the COMMON ELEMENTS appurtenant to the UNITS prior to termination so that the sum total of the ownership shall equal one hundred (100%) percent. Any such termination shall in no way affect the rights and obligations of the UNIT OWNERS to use ASSOCIATION PROPERTIES and to pay their proportionate share of expenses of ASSOCIATION PROPERTIES as herein provided.

15.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of LIMITED COMMON ELEMENTS shall be extinguished by virtue of the termination of the CONDOMINIUM.

15.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all UNIT OWNERS and all record owners of mortgages upon the UNITS.

15.7 EQUITABLE RIGHTS. UNIT OWNERS shall have such rights as provided in F.S. 718.118.

16. AMENDMENTS. Except as herein or elsewhere provided, this DECLARATION may be amended in the following manner:

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

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either the Board of Directors of the ASSOCIATION, or by UNIT OWNERS owning 50% or more of the COMMON ELEMENTS. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by not less than 50% of the entire membership of the Board of Directors and by UNIT OWNERS owning 75% or more of the COMMON ELEMENTS.

a. Until the first election of directors by the membership as provided for in ARTICLE V of the ARTICLES OF INCORPORATION, approval is required only by all of the directors.

16.3 OMISSION OR ERROR. Pursuant to Section 718.304, F.S., whenever it shall appear that there is an omission or error in the CONDOMINIUM DOCUMENTS, the correction of which would not materially or adversely affect the property rights of any UNIT OWNERS, the CONDOMINIUM DOCUMENTS may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the BOARD and shall become effective when unanimously approved by the entire BOARD. In the event

the property rights of any UNIT OWNERS are materially or adversely affected, the error or omission may be adopted in this manner if such affected UNIT OWNER(S) join(s) in the execution of the Certificate of Amendment to be recorded.

16.4 PROVISO. Except as otherwise provided in this document:

a. No amendment shall alter a UNIT OWNER's percentage in the COMMON ELEMENTS, alter his proportionate share in the COMMON EXPENSE or COMMON SURPLUS, change a UNIT OWNER's voting rights, or alter the basis for apportionment of assessment which may be levied by the ASSOCIATION against a UNIT OWNER without the written consent of the UNIT OWNER.

b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any INSTITUTIONAL MORTGAGEE without the written consent of the INSTITUTIONAL MORTGAGEE affected.

c. Until the last UNIT in the VILLAGE OF TWELVE OAKS is delivered, no amendment to this DECLARATION shall be made or shall be effective without the written approval of the SPONSOR.

17. MANAGEMENT AGREEMENT.

17.1 MANAGEMENT CONTRACT. The Board may enter into a contract with any firm, person or corporation, in contracting for the management, maintenance and repair of the CONDOMINIUM PROPERTY. The Board is authorized to delegate to any such MANAGEMENT FIRM all the powers and duties of the ASSOCIATION which are contained in any such agreement between the parties.

17.2 EXISTING AGREEMENT. Pursuant to the authority granted herein, the ASSOCIATION, through its Board, has entered into a MANAGEMENT AGREEMENT, attached hereto as EXHIBIT 4 and made a part hereof as if fully set forth herein, in which it has delegated all things therein expressed.

17.3 BINDING EFFECT. The ASSOCIATION and each UNIT OWNER, his heirs, successors and assigns, shall be bound by said MANAGEMENT AGREEMENT to the same extent and effect as if he (it) had executed said MANAGEMENT AGREEMENT for the purpose therein expressed, including, but not limited to:

a. Adopting, ratifying, confirming and consenting to the execution of said MANAGEMENT AGREEMENT by the ASSOCIATION.

b. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by UNIT OWNERS and by the ASSOCIATION as provided therefor in said MANAGEMENT AGREEMENT.

c. Ratifying, confirming and approving each and every provision of said MANAGEMENT AGREEMENT, and acknowledging that all of the terms and provisions thereof, including the MANAGEMENT FIRM'S fees, are fair and reasonable.

d. Agreeing that the persons acting as directors and officers of the ASSOCIATION entering into such MANAGEMENT AGREEMENT have not breached any of their duties or obligations to the ASSOCIATION. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers

of the ASSOCIATION may be Stockholders, Officers and Directors of the SPONSOR and/or MANAGEMENT FIRM, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the ASSOCIATION, nor as possible grounds to invalidate the MANAGEMENT AGREEMENT in whole or in part.

c. The ratification of the MANAGEMENT AGREEMENT, attached hereto as EXHIBIT 4 shall be, if requested by SPONSOR or MANAGEMENT FIRM, accomplished in writing on a form for that purpose at the closing of the purchase of the UNIT from SPONSOR, and thereafter shall be accomplished at subsequent conveyances of the UNIT on the instrument of conveyance referring therein to a copy of said agreement which will have been recorded in the Public Records.

18. ASSOCIATION PROPERTIES. It is contemplated that the SPONSOR shall construct swimming pools and other facilities for the exclusive or non-exclusive use of the members of this and other condominiums, and that the ASSOCIATION will accept a deed for the ownership of these facilities. The ASSOCIATION shall operate and maintain these ASSOCIATION PROPERTIES and the expenses thereof shall be equitably apportioned by the ASSOCIATION to those condominiums the owners of which are entitled to use the facilities. As to this CONDOMINIUM the prorata share of expenses shall be a COMMON EXPENSE and shared by the individual UNIT OWNERS in accordance with their percentage of ownership in the COMMON ELEMENTS.

19. REMEDIES.

19.1 RELIEF. Each UNIT OWNER and the ASSOCIATION shall be governed by and shall comply with the provisions of this DECLARATION as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the CONDOMINIUM ACT or law. Suit may be sought by ASSOCIATION, MANAGEMENT FIRM, SPONSOR, or, if appropriate, by one or more UNIT OWNERS and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each UNIT OWNER acknowledges that the failure to comply with any of the provisions of this DECLARATION shall or may constitute an injury to the ASSOCIATION, THE MANAGEMENT FIRM, SPONSOR or the other UNIT OWNERS, and that such injury may be irreparable.

19.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the UNIT OWNER or ASSOCIATION, including the enforcement of any lien granted pursuant to this INSTRUMENT or its exhibits, the ASSOCIATION, (if it is not defendant), MANAGEMENT FIRM, or the SPONSOR, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. In any action by or against SPONSOR, where SPONSOR is the prevailing party, arising out of or concerning the CONDOMINIUM DOCUMENTS or SPONSOR's obligations thereunder, SPONSOR shall be entitled to recover all costs of the proceedings, including reasonable attorneys' fees at all levels including the trial and appellate level.

19.3 NO WAIVER. The failure of ASSOCIATION, THE MANAGEMENT FIRM, UNIT OWNER, or the SPONSOR to enforce any right, provision, covenant, or condition created or granted by THIS DECLARATION shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

19.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to ASSOCIATION, the MANAGEMENT FIRM, SPONSOR, or UNIT

OWNER pursuant to any of the provisions of this DECLARATION shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity. Each UNIT OWNER agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

19.5 VENUE; WAIVER OF TRIAL BY JURY. Every UNIT OWNER or OCCUPANT and all persons claiming any interest in a UNIT does agree that in any suit or proceeding brought pursuant to the provisions of this DECLARATION, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the SPONSOR, or MANAGEMENT FIRM, do further waive the right to trial by jury and consent to a trial by the court without a jury.

19.6 APPOINTMENT OF AGENT; PROVISO. Should suit be instituted, the UNIT OWNERS or OCCUPANTS do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in the VILLAGE OF TWELVE OAKS, if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to the SPONSOR or MANAGEMENT FIRM.

20. MISCELLANEOUS RIGHTS OF SPONSOR.

20.1 CONFLICT OF INTERESTS. No representative of the SPONSOR serving on the Board of Directors of the ASSOCIATION shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the SPONSOR or MANAGEMENT FIRM and the ASSOCIATION where SPONSOR or MANAGEMENT FIRM may have a pecuniary or other interest. SPONSOR, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of the ASSOCIATION upon any management contract, lease, or other matter where SPONSOR may have a pecuniary or other interest, nor shall any conflict of intersts be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

20.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this DECLARATION to the contrary, the SPONSOR shall have the right to use and occupy any unsold UNIT, the COMMON ELEMENTS and any of the LIMITED COMMON ELEMENTS, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose. Until the SPONSOR has conveyed the last UNIT in VILLAGE OF TWELVE OAKS, the SPONSOR shall not be subject to the use or other restrictions contained in any of the provisions of this DECLARATION or EXHIBITS attached hereto.

21. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to UNIT OWNERS, either personally or by mail, at their place of residence in the CONDOMINIUM. Notices to the ASSOCIATION shall be delivered or mailed to the Secretary of the ASSOCIATION, or in case of the Secretary's absence, then to the President of the ASSOCIATION.

Notices to the SPONSOR shall be made by delivery to SPONSOR at: 1584 Twelve Oaks Way, North Palm Beach, Florida 33408.

22. CONSTRUCTION. All of the provisions of this DECLARATION shall be construed in accordance with the Laws of the State of

Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

23. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

24. CAPTIONS. The captions to the paragraphs of this DECLARATION are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this DECLARATION.

25. SEVERABILITY. If any term or provision of this DECLARATION, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this DECLARATION, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this DECLARATION shall be valid and enforceable to the fullest extent permitted by law.

26. ASSIGNMENT. The SPONSOR may, at its own discretion, assign to any person, corporation or entity any or all of its rights, duties and obligations set forth in the CONDOMINIUM DOCUMENTS.

27. SPONSOR'S MORTGAGEE. Any person or entity which holds a mortgage executed by SPONSOR, either prior to or subsequent to the recordation of this DECLARATION, encumbering any part or all of the CONDOMINIUM PROPERTY, shall be deemed to be an INSTITUTIONAL MORTGAGEE for the purposes of this DECLARATION and shall have all rights and privileges appertaining thereto.

IN WITNESS WHEREOF, the SPONSOR has executed this DECLARATION on this 21st day of November, 1978.

Signed, Sealed and Delivered
in the presence of:

Debbie Wilcox
Shirley J. Ward

ARKTON CORPORATION LIMITED

BY: J R Math (SEAL)
Its Vice President
Attest: Annette Blattner
(Corporate Seal)

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

BEFORE ME, the undersigned authority, personally appeared John R. Math & Annette Blattner to me well known to be the persons described in and who executed the foregoing instrument as Vice President & Asst. Secy of ARKTON CORPORATION LIMITED, a Canadian corporation, and they

acknowledged before me that they executed such instrument as the V.President and Asst. Secretary of said ARKTON CORPORATION LIMITED, and that said instrument is the free act and deed of said ARKTON CORPORATION LIMITED.

WITNESS my hand and official seal, at the State and County aforesaid, this 21st day of November, 19 78.

Shirley J. Ward (SEAL)
NOTARY PUBLIC, State of Florida at Large

(SEAL)



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 4, 1982

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FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above named CONDOMINIUM ASSOCIATION, a Florida corporation not for profit, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 21st day of November, 19 78.

Signed, Sealed and Delivered in the presence of:

Debbie Wilcox

Shirley J. Ward

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

BY: John R. Math (SEAL)
President

ATTEST:

Annette Blattner (SEAL)
Secretary

(Corporate Seal)

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

BEFORE ME, the undersigned authority, personally appeared John R. Math and Annette Blattner to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and they severally acknowledged before me that they executed such instrument as such Officers of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 21st day of November, 19 78.

Shirley J. Ward (SEAL)
NOTARY PUBLIC, State of Florida at Large

(SEAL)

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires June 4, 1982

BOOK 2975 PAGE 61

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That E. D. HICKEY, TRUSTEE, the holder of a mortgage recorded in Official Record Book 2556, page 1123, in the Public Records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of TWELVE OAKS CONDOMINIUM, CLUSTER "E".

DATED this 30th day of March, 1978.

Signed, Sealed and Delivered
in our Presence:

E. D. HICKEY, TRUSTEE

PROVINCE OF ONTARIO)
)
REGIONAL MUNICIPALITY OF) SS.
)
HAMILTON-WENTWORTH)

Before me, the undersigned authority, personally appeared

E. D. HICKEY, TRUSTEE

who acknowledged before me that he executed this Consent and Joinder for the uses and purposes herein set forth.

WITNESS my hand and official seal in the Province and Regional Municipality aforesaid, this 30th day of March, 1978.

Notary Public

My Commission is for life.

(NOTARIAL SEAL)

BOOK 4975 PAGE 613

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That SIFTON PROPERTIES LIMITED, an Ontario Charter, the holder of a mortgage recorded in Official Record Book 2556, page 1133, in the Public Records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of TWELVE OAKS CONDOMINIUM, CLUSTER "E".

DATED this 30th day of March, 1978.

Signed, Sealed and Delivered in our Presence:

SIFTON PROPERTIES LIMITED

By _____ (SEAL)
Its

ATTEST:

By _____
Its

(CORPORATE SEAL)

~~STATE~~ OF ONTARIO :
: SS.
COUNTY OF MIDDLESEX :

Before me, the undersigned authority, personally appeared Kenneth R Goud and Harold F Durkee, as President and Secretary, Treasurer, who acknowledged before me that they executed this Consent and Joinder on behalf of SIFTON PROPERTIES LIMITED, in their official capacities for the uses and purposes herein set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 24th day of March, 1978.

Notary Public

My Commission ~~Expires~~: PERMANENT

(NOTARIAL IMPRESSION SEAL)

BOOK 2975 PAGE 616

31.(a)

CONSENT AND JOINDER OF MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS:

That FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH, the holder of mortgages recorded in Official Record Book 2716, page 626, Official Record Book 2905, page 1063, and Official Record Book 2938, page 86, in the Public Records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of TWELVE OAKS CONDOMINIUM CLUSTER "E".

DATED THIS 8th day of December, 1978.

Signed Sealed and Delivered
In our Presence:

Arlene H Metz

Mary Ann Montagna

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH

BY: _____ (SEAL)
ITS SR. VICE PRESIDENT

ATTEST:

BY: Audrey A Pearson
ITS ASS'T. SECRETARY

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Vince A Elhilow and Audrey A Pearson as Sr. Vice President and Secretary, who acknowledged before me that they executed this Consent and Joinder on behalf of Fidelity Federal Savings and Loan Association of West Palm Beach, in their Official capacities for the uses and purposes herein set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 8th day of December, 1978.

(NOTARY SEAL)

Arlene H Metz
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 1, 1980

BOOK 4975 PAGE 615

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify from the records of this office that
TWIN OAKS CONDOMINIUM ASSOCIATION, INC.
is a corporation duly organized under the laws of the
State of Florida, incorporated on May 13, 1975.

The charter number for this corporation is 732752.

I further certify that said corporation has filed all annual reports and paid all annual report filing fees due this office through December 31, 1977, and has until July 1, to file the 1978 annual report without becoming delinquent.

GIVEN under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the 19th day of January, 1978

SECRETARY OF STATE

BOOK RE 7975 PAGE 613

EXHIBIT 2

EXHIBIT "2"

ARTICLES OF INCORPORATION

OF

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.
(a condominium association)

The undersigned by these Articles associate themselves for the purposes of forming a corporation not for profit under Chapter 617, Florida Statutes and as amended, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., (a condominium association). For convenience the corporation shall be referred to in this instrument as the Association. The office of the Association shall be located at

ARTICLE II

PURPOSE

A. The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, as amended, for the operation of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., located upon the following lands as set forth on Exhibit A attached hereto and such other lands as from time to time shall be submitted to Condominium ownership as part of Twelve Oaks Condominium Complex.

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

ARTICLE III

POWERS

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

A. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

B. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium, pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members as dwelling unit owners to defray the costs, expenses and losses of the condominium.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement and operation of the condominium property.

4. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as dwelling unit owners.

5. The reconstruction of improvements after casualty and the further improvements of the property.

6. To make and amend reasonable regulations, respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

7. To approve or disapprove the transfer, mortgage and ownership of dwelling units as may be provided by the Declaration of Condominium and the Bylaws.

8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

9. To contract for the management of the condominium and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

10. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

11. To employ personnel to perform the services required for proper operation of the condominium.

C. The Association shall not have the power to purchase a dwelling unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

MEMBERS

A. The members of the Association shall consist of all of the record owners of dwelling units in the several buildings which shall be part of the complex known as TWELVE OAKS CONDOMINIUM APARTMENTS; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

B. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a dwelling unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

D. The owner of each dwelling unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a dwelling unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

DIRECTORS

A. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of five directors. Directors need not be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws, Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

C. The first election of directors shall not be held until after the developer has closed the sales of all of the dwelling units of the condominium which shall include all apartments in the several buildings which shall be part of the condominium complex to be known as TWELVE OAKS CONDOMINIUMS, or until the developer elects to terminate its control of the condominium, or until three years from the date of the recording of the Declaration of Condominium for TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., in the Public Records of Palm Beach County, Florida, whichever first occurs. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election of directors, shall be filled by the remaining directors.

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

NAME	ADDRESS
DONALD G. NESS	1584 State Road 703 North Palm Beach, Florida 33408
ANNETTE BLATTNER	1584 State Road 703 North Palm Beach, Florida 33408
GAVIN K. LETTS	411 South County Road Palm Beach, Florida 33480

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME	ADDRESS	OFFICER
DONALD G. NESS	1584 State Road 703 North Palm Beach, Florida	President
ANNETTE BLATTNER	1584 State Road 703 North Palm Beach, Florida	Secretary-Treasurer
GAVIN K. LETTS	411 South County Road Palm Beach, Florida	Vice-President

ARTICLE VII

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

ARTICLE VIII

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX

AMENDMENTS

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

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by 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 elsewhere provided:

1. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

2. By not less than 80% of the votes of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members,

nor any change in Section C of Article III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

SUBSCRIBERS

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

NAME	ADDRESS
DONALD G. NESS	1584 State Road 703, North Palm Beach, Florida
ANNETTE BLATTNER	1584 State Road 703, North Palm Beach, Florida
GAVIN K. LETTS	411 South County Road, Palm Beach, Florida

IN WITNESS WHEREOF, the Subscribers have affixed their signatures this 9th day of December, 1974.

Donald G. Ness

Annette Blattner

Gavin K. Letts

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared DONALD G. NESS, who, after duly being sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in North Palm Beach, Florida, this 9th day of December, 1974.

Notary Public, State of Florida, at Large

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES OCT 28, 1978
BONDED THROUGH FRED W. DIETZHOBEL

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared ANNETTE BLATTNER, who, after duly being sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in North Palm Beach, Florida, this 9th day of December, 1974.

Notary Public, State of Florida at Large

My commission expires:_____

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 28, 1978
BONDED THROUGH FRED W. DIELS & SONS

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared GAVIN K. LETTS, who, after duly being sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in North Palm Beach, Florida, this 9th day of December, 1974.

Notary Public, State of Florida at Large

My commission expires:_____

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 28, 1978
BONDED THROUGH FRED W. DIELS & SONS

BYLAWS

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

IDENTITY

These are the Bylaws of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., hereafter called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 22nd day of April, 1974.

A. The office of the Association shall be 1584 Twelve Oaks Way, North Palm Beach, Fla. 33408.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at the office of the corporation at 8:00 p.m., Eastern Standard Time, on the first Thursday in December of each year, commencing 1975, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is on a legal holdiay, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

C. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appeared on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

EXHIBIT 3

E. Voting

1. In any meeting of members the owners of dwelling units shall be entitled to cast one vote as the owner of a dwelling unit unless the decision to be made is elsewhere required to be determined in another manner.

2. If a dwelling unit is owned by one person, his right to vote shall be established by the record title to his dwelling unit. If a dwelling unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the dwelling unit shall be designated by a certificate signed by all of the record owners of the dwelling unit and filed with the Secretary of the Association. If a dwelling unit is owned by a corporation, the person entitled to cast the vote for the dwelling unit shall be designated by a certificate signed by all of the record owners of the dwelling unit and filed with the Secretary of the Association. If a dwelling unit is owned by a corporation, the person entitled to cast the vote for the dwelling unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the dwelling unit concerned. A certificate designating the person entitled to cast the vote of a dwelling unit may be revoked by any owner of a dwelling unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

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

H. The order of business at annual members' meetings and, as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Report of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than seven members, the exact number to be determined in accordance with the Articles

of Incorporation at least thirty (30) days prior to each annual meeting.

B. Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.

2. A nominating committee of three (3) members from each condominium administered by the Association may be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. Each committee shall nominate one person for each director then serving from the condominium represented by the committee. Additional nominations from dwelling unit owners in a condominium for the directors to be elected from that condominium shall be received from the floor.

3. For the purpose of expediting and simplifying procedure, the annual membership meeting and election of directors may be held in several parts, or sub-meetings, one such part of sub-meeting to be held for each of the condominiums administered by the Association, to elect the directors from each such condominium.

4. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of an many nominees as there are vacancies to be filled from the condominium wherein said person owns a dwelling unit. There shall be no cumulative voting.

5. Vacancies in the Board of Directors, except for directors selected by the Developer, occurring between annual meetings of members shall be filled by the members owning dwelling units in the condominium that had elected the director to the vacated seat, at a special meeting called for that purpose.

6. Except for directors selected by the Developer, any director may be removed by concurrence of two-thirds of the votes of the dwelling unit owners in the condominium from which such director was elected at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members owning dwelling units in the condominium which elected said director, at the same meeting.

7. As to the directors which the Developer is entitled to select pursuant to the Articles of Incorporation and the Bylaws of this Association, the Developer shall have the sole right to remove any such directors and fill any vacancy to a directorship which the Developer is entitled to select created by death, resignation, removal or inability, by giving written notice of the replacement to the Association.

C. The term of each director's service shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

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

F. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

H. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

I. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in Meeting By Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

K. The presiding officer at directors' meetings shall be the chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officers, the directors present shall designate one of their number to preside.

L. The order of business at directors' meetings shall be as follows:

1. Calling of the roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by the members.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees,

subject only to approval by dwelling unit owners when such is specifically required.

ARTICLE V

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he in his discretion may determine appropriate, to assist in the conduct of the affiars of the Association.

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

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

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominiums.

ARTICLE VI

FISCAL MANAGEMENT

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

A. Accounts. A separate budget for each condominium administered by the Association shall be maintained. The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications as

shall be appropriate, all of which expenditures shall be common expenses.

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

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

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

4. Betterments, which shall include funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

5. Operations, which shall include the gross revenues from the use of the common elements. ONly the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from the operations shall be met by special assessments against dwelling unit owners, which assessments may be made in advance in order to provide a working fund.

B. Budget. The Board of Directors shall adopt a budget for each condominium for each calendar year that shall include the estimated funds required to defray the common expenses for such condominium and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expense.

2. Reserve for deferred maintenance.

3. Reserve for replacement.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements, provided, however, that in the expenditures of this fund no sum in excess of ONe Thousand Dollars ($1,000) shall be expended for a single item or for a single purpose without approval of a majority, unless the Declaration of Condominium provides otherwise, of the members owning dwelling units in the condominium so affected.

5. Operations, the amount of which may be to provide a working fund or to meet losses.

6. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by dwelling unit owners entitled to cast not less than seventy-five percent (75%) of the votes of the condominium budget so affected and further provided that until the Developer's control of the Board of Directors is terminated, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

7. Copies of the budget and proposed assessments

for the condominiums administered by the Association shall be transmitted to each member of such condominium in accordance with the requirements of the Florida Condominium Act. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the dwelling unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in quarterly installments on the first days of January, April, July, and October 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 quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be payable in as many equal installments as there are quarters of the calendar year left as of the date of the amended assessment. The first assessment shall be determined by the Board of Directors of the Association, and they shall be authorized to make monthly, quarterly, semi or annual assessments. Each unit owner shall pay the equivalent of three (3) months assessment in advance upon taking title in order to provide sufficient working capital to the Association.

D. Acceleration of assessment installments upon default. If a dwelling unit owner shall be in default [redacted] the payment of an installment upon an assessment, the Board of Directors may accelerate the reamining installments of the assessment upon notice to the dwelling unit owner and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the dwelling unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the dwelling unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the dwelling unit owners concerned, the assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit. The Directors of the Association shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant or a Public Accountant.

H. Fidelity Bonds may be required by the Board of Directors from all officers and employees of the Association and from any

contract handling of responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association. The association shall purchase directors indemnity insurance and fidelity insurance on all officers.

1. Apportionment of Expenses. Costs and expenses attributable to or to be shared by more than one of the condominiums administered by the Association, such as, but not limited to, the maintenance of Association Property, the cost of maintaining facilities or services shared by more than one condominium, and the costs of labor or services wherein the labor or services are being provided to more than one condominium, shall be equitably apportioned by the Board of Directors to the condominium sharing such services, labor, or other benefits, and to whom such costs and expenses are attributable, and the proportionate share attributable to a condominium shall constitute a portion of its common expenses. Where benefits, services or labor are being shared on a substantially equal basis by condominiums, the basis of determining the proportionate share of such costs to each condominium shall be computed by multiplying the total cost by a fraction, the numerator of which shall be the total number of dwelling units in each such condominium, and the denominator of which shall be the total number of dwelling units in the condominiums to which such common costs and expenses are attributable. Provided, however, notwithstanding any provision herein to the contrary, the apportionment of expenses to Building 5, Shadow Oaks; Building 8, Wood Cove; and Building 9, Water Oaks shall be in accordance with the terms and conditions of that certain agreement between Arkton Corporation Limited and Water Oaks Condominium Association, Inc., copy of which is attached as Exhibit G to those respective Declarations of Condominium.

ARTICLE VII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

ARTICLE VIII

The Board of Directors shall be authorized to annually appoint an Advisory Board, which shall consist of at least three (3) members. Said Advisory Board shall render advice to the Board of Directors but shall have no voting power. Any complaints to the Board of Directors shall first be made to the Advisory Board in writing. Said Advisory Board shall investigate the complaint within thirty (30) days from its receipt. Thereupon, within an additional thirty (30) days the Advisory Board shall submit its written report to the Board of Directors. In the event any aggrieved party shall be dissatisfied with the action taken or not taken by the Board of Directors, he shall thereupon submit the matter to arbitration, under the laws of the State of Florida, at his expense, as a condition precedent to any court litigation.

ARTICLE IX

AMENDMENTS

These Bylaws may be amended in the following manner:

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

proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by 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, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75 percent of the entire membership of the Board of Directors and not less than 75 percent of the votes of the entire membership of the Association; or

2. Not less than 80 percent of the votes of the entire membership of the Association; or

3. Until the first election of directors, by all of the directors.

C. Proviso. Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any dwelling unit or class or group of dwelling units unless the dwelling unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

D. 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 Declaration and Bylaws, which certificate shall be executed, by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

The foregoing were adopted as the Bylaws of TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Directors on the 24 day of March, 1977.

President

Secretary

RECORDED in Official Records Book

THIS AGREEMENT, made and entered into this 6th day of September, 1977, at Palm Beach County, Florida, by and between ARKTON CORPORATION LIMITED, an Ontario Charter authorized to do business in the State of Florida, hereinafter called the "MANAGEMENT FIRM", and the TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter called the "ASSOCIATION", and the legal representatives successors and assigns of the parties hereto:

WITNESSETH:

WHEREAS, the ASSOCIATION is the entity responsible for the operation of the condominiums established or to be established within the Village of Twelve Oaks located at 1575 Twelve Oaks Way, North Palm Beach, Palm Beach County, Florida, said condominiums being hereinafter referred to as the "CONDOMINIUMS" and the ASSOCIATION is also responsible for the [illegible] of the property owned by the ASSOCIATION, hereinafter referred to as "ASSOCIATION PROPERTY"; and

WHEREAS, said ASSOCIATION is desirous of entering into a MANAGEMENT AGREEMENT for the management of CONDOMINIUMS and ASSOCIATION PROPERTY; and

WHEREAS, the MANAGEMENT FIRM is desirous of providing management, supervision and services for the operation, conduct, and management of the CONDOMINIUMS AND ASSOCIATION PROPERTY.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and One Dollar ($1.00) and other good and valuable consideration by each of the parties unto the other in hand paid simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, it is agreed by and between the parties as follows:

1. DEFINITIONS.

1.1 The definitions of the words, terms, phrases, etc., as provided in the DECLARATIONS OF CONDOMINIUM and EXHIBITS attached thereto are incorporated herein by reference

B. [illegible] 1975 Page 64

EXHIBIT "4"

[illegible], and where the context otherwise requires, said definitions shall prevail.

1.2 Reference to the ASSOCIATION in this AGREEMENT shall also refer to all members of such ASSOCIATION, unless the context otherwise requires.

1.3 Reference to DECLARATIONS in this AGREEMENT shall refer to all DECLARATIONS OF CONDOMINIUM pertaining to property within the Village of Twelve Oaks.

1.4 Reference to CONDOMINIUMS in this AGREEMENT shall refer to all CONDOMINIUMS established within the Village of Twelve Oaks.

2. The ASSOCIATION does hereby employ the MANAGEMENT FIRM as the exclusive Manager of the CONDOMINIUM PROPERTY and ASSOCIATION PROPERTY and the MANAGEMENT FIRM hereby accepts such employment.

3. The term of this AGREEMENT shall commence as of the date hereof and shall terminate three (3) years from date PROVIDED, HOWEVER, that the MANAGEMENT FIRM may, upon sixty (60) days written notice given to the ASSOCIATION, terminate and cancel this AGREEMENT at or the last day of such month as specified in the notice of cancellation.

4. Unless sooner terminated as herein provided, this AGREEMENT shall remain in effect for the term hereof and thereafter shall renew itself for three (3) year periods unless either party hereto shall give the other written notice of non-renewal three (3) months prior to the date of renewal.

5. Termination of the CONDOMINIUM and/or the dissolution or other inactivity of the ASSOCIATION shall not terminate this AGREEMENT but shall operate to make each UNIT OWNER and/or property owner of the former CONDOMINIUM PROPERTY a signatory in place of the ASSOCIATION.

6. The ASSOCIATION hereby delegates to the MANAGEMENT FIRM, to the exclusion of all persons including the ASSOCIATION and its members, all the powers and duties of the ASSOCIATION as set forth in the DECLARATIONS and Exhibits attached thereto

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and shall, among others, perform the following services:

5.1 To cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the CONDOMINIUMS and ASSOCIATION PROPERTY. Those so hired shall be the employees of the MANAGEMENT FIRM. The MANAGEMENT FIRM, in its absolute discretion, shall determine and cause to be discharged any person so hired.

5.2 To maintain and repair the CONDOMINIUM PROPERTY and ASSOCIATION PROPERTY and the COMMON ELEMENTS of said CONDOMINIUMS to the same extent that the ASSOCIATION is required to maintain and repair same, as provided in the DECLARATIONS OF CONDOMINIUM. For any one item of repair, replacement or refurnishing as to the CONDOMINIUM and ASSOCIATION PROPERTY, the expense incurred as to the CONDOMINIUMS as a whole shall not exceed the sum of Five Thousand ($5,000) Dollars unless specifically authorized by the Board of Directors of the ASSOCIATION. However, in the case of an emergency the MANAGEMENT FIRM is authorized to expend any sum necessary to protect and preserve the property.

5.3 To take such action as may be necessary to comply or cause the residents of the CONDOMINIUMS to comply with all laws, statutes, ordinances, and rules of all appropriate governmental authorities, and the rules and regulations of the National Board of Fire Underwriters, or its successor.

5.4 To take such action as may be necessary to comply or cause the residents to comply with all Rules and Regulations and the provisions of the DECLARATIONS and all the EXHIBITS attached thereto covering the CONDOMINIUM PROPERTY and ASSOCIATION PROPERTY.

5.5 To purchase all tools, equipment, and supplies which shall be necessary to properly maintain and operate the CONDOMINIUMS and ASSOCIATION PROPERTY. All such contracts and purchases may be made in either the ASSOCIATION's or MANAGEMENT FIRM's name, as the MANAGEMENT FIRM shall elect.

5.6 To cause to be placed or kept in force all insurance



right as is required or permitted in the DECLARATIONS to the same extent that the ASSOCIATION is required or permitted.

5.7 To maintain the ASSOCIATION's financial record books, accounts and other records as provided by the ASSOCIATION's BYLAWS and pursuant to the Florida Statutes, chapter 711, and certificate of account to members and their mortgagees and lienors without liability for errors unless at a result of gross negligence. Such records shall be kept at the office of the MANAGEMENT FIRM and shall be available for inspection by an expert employed by and at the cost and expense of the ASSOCIATION and at such reasonable time as the MANAGEMENT FIRM shall agree. Such expert may also conduct an external audit, provided the cost for same is paid by the ASSOCIATION, and provided that said independent auditor is acceptable to the MANAGEMENT FIRM. The MANAGEMENT FIRM shall perform a continuous internal audit of the ASSOCIATION's financial records for the purpose of verifying the same, but no independent or external audit shall be required except as herein provided.

5.8 To maintain sufficient records to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it as MANAGEMENT FIRM and the disbursement thereof. Written summaries of the accounting records of the ASSOCIATION shall be supplied annually to each UNIT OWNER. Such records shall be kept at the office of the MANAGEMENT FIRM and shall be available for inspection in accordance with the provisions of paragraph 5.7 hereof.

5.9 The MANAGEMENT FIRM shall prepare an operating budget for each fiscal year this AGREEMENT remains in effect. Upon said budget being prepared the MANAGEMENT FIRM shall submit to the Board for its consideration the operating budget for the ensuing year setting forth the anticipated income and expenses of the CONDOMINIUMS for the year and specifying therein each UNIT OWNER's party's share thereof.

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5.10 To deposit all funds collected from all sources in special bank account or accounts of the MANAGEMENT FIRM in banks and/or savings and loan associations in the State of Florida, with suitable designation, indicating their source.

5.11 To supervise, operate, control, and manage the CONDOMINIUM PROPERTY and ASSOCIATION PROPERTY, promulgate, adopt and amend Rules and Regulations as it deems advisable, in its sole discretion, for the use and occupancy of the CONDOMINIUM's COMMON ELEMENTS, LIMITED COMMON ELEMENTS and UNITS and ASSOCIATION PROPERTY, subject to the BYLAWS attached to the DECLARATIONS pertaining to use and decorum.

5.12 To undertake investigations of prospective purchasers or lessees of CONDOMINIUM PARCELS, whether initial purchasers or otherwise, in accordance with the provisions of the DECLARATIONS and BYLAWS, provided, however, that the actual approval or disapproval of the same shall be given and executed by the proper officer of the ASSOCIATION.

[illegible] of an assessment) by the UNIT OWNER of any of the provisions of the DECLARATIONS, BYLAWS or RULES AND REGULATIONS adopted pursuant hereto, the MANAGEMENT FIRM shall have all the rights and powers of the ASSOCIATION specified in the DECLARATIONS and BYLAWS to remedy such violation. The MANAGEMENT FIRM may act upon its own determination or either its own or the ASSOCIATION's behalf. If the MANAGEMENT FIRM deems it advisable not to act in any particular situation, the MANAGEMENT FIRM shall not be liable or responsible to the ASSOCIATION, its Directors or any UNIT OWNER, for the failure to so act, provided that said failure to act in any situation shall not be deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

5.14 To retain and employ such professionals and other experts whose services may be reasonably required to effectuate the duties and powers herein on any basis as it deems most beneficial.

5.15 To fix and determine, and collect from time to



time the same necessary and adequate to provide for the COMMON EXPENSES of the CONDOMINIUM PROPERTY and for the maintenance of the ASSOCIATION PROPERTY and such other sums as are specifically provided for in the DECLARATIONS, to the same extent that the ASSOCIATION is permitted to do so. The procedure for the determination and collection of all such assessments shall be as set forth in the DECLARATIONS.

5.16 To make and collect special assessments for such purposes and against such parties as the MANAGEMENT FIRM determines, to the same extent that the ASSOCIATION is required or permitted to do so in the DECLARATIONS. Should an increase in the assessment or a special assessment be required during the year, the same shall be determined and collected by the MANAGEMENT FIRM from the ASSOCIATION or from each of the ASSOCIATION's members, as the case may be, in accordance with the requirements of the DECLARATIONS. The assessments as to each member of the ASSOCIATION shall be made payable to the MANAGEMENT FIRM, or such other firm or entity as the MANAGEMENT FIRM shall direct; and the MANAGEMENT FIRM shall have the right to designate such member or members of the ASSOCIATION, as it determines, to collect said assessments on behalf of the MANAGEMENT FIRM and deliver same to it. The MANAGEMENT FIRM shall have the right to determine the fiscal year of the ASSOCIATION.

5.17 If any part of the CONDOMINIUM PROPERTY shall be damaged by casualty and it is determined pursuant to the terms of the DECLARATIONS that such property be reconstructed, the MANAGEMENT FIRM shall have the ASSOCIATION's responsibility of reconstruction. The MANAGEMENT FIRM shall have all the rights, obligations and duties granted to the ASSOCIATION in said DECLARATIONS. The cost of any said repair shall include costs of the MANAGEMENT FIRM's personnel, equipment and overhead.

6. The MANAGEMENT FIRM shall have the right to enforce any lien, for unpaid assessments and all other sums due from a UNIT OWNER, against his CONDOMINIUM UNIT and all tangible personal property located within the UNIT,

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to the same extent as the ASSOCIATION has such rights by virtue of the DECLARATIONS. The MANAGEMENT FIRM may compromise liens in such amounts as it deems advisable in its sole discretion and may satisfy liens of record and render statements as to the current status of a UNIT OWNER's assessments.

7. The MANAGEMENT FIRM shall have the right to have a representative attend the meetings of the UNIT OWNERS and the Board of Directors of the ASSOCIATION; however, it is understood and agreed that the minutes of all the ASSOCIATION's meetings, whether of UNIT OWNERS or of the Board of Directors, shall be taken by the ASSOCIATION's Secretary, and possession of the Minute Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties.

8. All assessments, including the MANAGEMENT FIRM's fee and its overhead and expenses made by the MANAGEMENT FIRM pursuant to this AGREEMENT shall be deemed COMMON EXPENSES of the CONDOMINIUMS.

9. The MANAGEMENT FIRM shall apply assessments collected, as it in its sole discretion determines, to those items specified in the BYLAWS of the ASSOCIATION and this AGREEMENT.

10. The ASSOCIATION shall aid and assist the MANAGEMENT FIRM in any reasonable manner requested by the MANAGEMENT FIRM as to the collection of assessments and effectuating the purposes of this AGREEMENT.

11. The MANAGEMENT FIRM shall not be required to undertake to pay any costs or expenses for the benefit of the ASSOCIATION and/or its members from its own funds, and shall only be required to perform its services and make disbursements to the extent that, and as long as, the payments whether assessments or other revenues received from the ASSOCIATION and/or its members are sufficient to pay said costs and expenses in full. If it shall appear to the MANAGEMENT FIRM that said assessments and other revenue, if any, are insufficient to pay the same, and to adequately provide for reserves, the MANAGEMENT FIRM

shall further determine, assess and collect from the ASSOCIATION and/or its members such additional assessments as are required.

12. The MANAGEMENT FIRM shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the ASSOCIATION and its members. As compensation, for its services hereunder, the MANAGEMENT FIRM shall from the date of this AGREEMENT receive from the ASSOCIATION a net fee, free of all charges and expenses, of One Hundred Dollars ($100.00) per month per BUILDING for each BUILDING in PHASE I in the CONDOMINIUMS, which consists of Buildings 5, 8 and 9, payable monthly. As additional condominiums are added in the Village of Twelve Oaks, this fee shall be adjusted accordingly as agreed upon by ASSOCIATION AND MANAGEMENT FIRM.

13. The MANAGEMENT FIRM is authorized to assess a special assessment against each CONDOMINIUM UNIT OWNER for providing special services on behalf of and at the request of the UNIT OWNER in a reasonable amount determined by the MANAGEMENT FIRM. Special assessments referred to herein shall have the same effect as COMMON EXPENSES payable by the UNIT OWNER.

14. The ASSOCIATION shall not interfere nor permit, allow or cause any of its Officers, Directors or members to interfere with the MANAGEMENT FIRM in the performance of its duties or the exercise of any of its powers hereunder.

15. The MANAGEMENT FIRM shall not be liable to the ASSOCIATION or UNIT OWNERS for any loss or damage not caused by the MANAGEMENT FIRM's own gross negligence or willful misconduct, and said ASSOCIATION and its members will, and do hereby indemnify and save harmless the MANAGEMENT FIRM for any such liability for damages, costs and expenses, including attorneys' fees, for the administration of its duties hereunder or its actions to any person or property in any way arising or in connection with the CONDOMINIUM PROPERTY

and ASSOCIATION PROPERTY from any cause whatsoever unless such loss or injury shall be caused by the MANAGEMENT FIRM's own gross negligence or willful misconduct.

16. The MANAGEMENT FIRM may assign this AGREEMENT, as long as the Assignee agrees, in writing, to assume and perform the terms and covenants of this AGREEMENT. Upon such assignment and assumption, the MANAGEMENT FIRM shall be released from any and all obligations hereunder. Said Assignment shall be duly recorded in the Public Records and notice of same, together with an executed duplicate of said Assignment shall be delivered to the ASSOCIATION.

17. Notwithstanding paragraph 4 hereof, this AGREEMENT may be renewed upon such terms and conditions as are mutually agreeable to the ASSOCIATION and the MANAGEMENT FIRM. The Board of Directors of the ASSOCIATION is authorized to enter into such renewal Agreement with the MANAGEMENT FIRM, on behalf of the ASSOCIATION, upon the approval of a majority of all votes, at a valid meeting of the said ASSOCIATION called in accordance with the said ASSOCIATION's BYLAWS. The renewal Agreement shall be recorded in the Public Records.

18. No waiver of a breach of any of the covenants contained in this AGREEMENT shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

19. Time is of the essence for all terms of this AGREEMENT.

20. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this AGREEMENT - i.e., the MANAGEMENT FIRM and the ASSOCIATION, or their respective successors and assigns.

21. All covenants, promises, conditions and obligations herein contained or implied by law, are covenants running with the lands described and submitted to condominium ownership in the DECLARATIONS, and the same shall be attached

it and be binding upon the ASSOCIATION, its successors and assigns, and the present and future owners of the aforesaid CONDOMINIUMS, and their heirs, personal representatives, successors and assigns.

22. This instrument, together with the DECLARATIONS to which this AGREEMENT is attached, and the EXHIBITS attached to said DECLARATIONS, including this AGREEMENT, constitute the entire agreement between the parties hereto, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are not collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained herein or in the DECLARATIONS and other EXHIBITS attached thereto.

23. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or any provision of this AGREEMENT or the DECLARATIONS and the EXHIBITS attached thereto, shall not affect the validity of the remaining portions thereof.

24. Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

25. Whenever notices are required to be sent hereunder, the same shall be delivered to the UNIT OWNERS and to the ASSOCIATION as provided in the DECLARATIONS. Notices to the MANAGEMENT FIRM shall be made by delivery to 1584 Twelve Oaks Way, North Palm Beach, Florida 33408.

26. If the ASSOCIATION or its members shall interfere with the MANAGEMENT FIRM in the performance of its duties and exercise of its powers hereunder, or if the ASSOCIATION shall fail to promptly do any of the things required of it hereunder, then the MANAGEMENT FIRM may, fifteen (15) days after mailing written notice to said ASSOCIATION

delivering said notice to any officer of the ASSOCIATION, or in their absence to any member of said ASSOCIATION, declare this AGREEMENT in default if such default remains then uncured. Upon default, the MANAGEMENT FIRM may, in addition to any other remedy given it by agreement or in law or equity, bring an action against the said ASSOCIATION for damages and/or specific performance, and the said ASSOCIATION shall be liable for the MANAGEMENT FIRM's reasonable attorneys' fees and costs incurred thereby. All rights of the MANAGEMENT FIRM upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

27. Failure by the MANAGEMENT FIRM to substantially perform its duties and obligations under this AGREEMENT for a continuous period of sixty (60) days after written notice of default from the ASSOCIATION, specifying the default complained of, shall be grounds for the ASSOCIATION to cancel this AGREEMENT.

28. If the CONDOMINIUMS specified in the DECLARATIONS shall be terminated, as is provided in the DECLARATIONS, then each of the UNIT OWNERS shall thereby become a tenant in common, and shall, as to his separate interest, continue to be a party to this AGREEMENT and bound by the provisions hereof, and the MANAGEMENT FIRM shall manage such interest for the same compensation provided for in paragraph 12 hereof pursuant to the provisions of this AGREEMENT as the nature of such interest and the context of this AGREEMENT shall permit.

29. Notwithstanding anything in the BYLAWS to the contrary, the MANAGEMENT FIRM shall not be required, by virtue of this delegation of authority from the ASSOCIATION, to purchase any bonds of any nature, on any of its employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

AS TO MANAGEMENT FIRM

MELTON CORPORATION LIMITED

By: _____
Chairman of the Board

Attest: _____
Its Secretary

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

By: _____
Its President

Attest: _____
Its Secretary

AS TO ASSOCIATION

6.31.77

ADDENDUM TO MANAGEMENT AGREEMENT

THIS ADDENDUM to the Management Agreement dated September 6, 1977, by and between ARKTON CORPORATION LIMITED, an Ontario charter authorized to do business in the State of Florida, hereinafter called "Management Firm", and TWELVE OAKS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter called the "Association", and the legal representatives, successors and assigns of the parties hereto:

WITNESSETH:

WHEREAS, Management Firm and Association did on September 6, 1977, enter into a Management Agreement for the management and operation of all condominiums established then or to be established in the future in the Village of Twelve Oaks, located at 1584 Twelve Oaks Way, North Palm Beach, Florida 33408, and said Management Agreement is incorporated by reference herein and made a part hereof as if all the terms and conditions were set forth fully herein; and

WHEREAS, pursuant to Paragraph 12 of said Management Agreement dated September 6, 1977, Management Firm and Association agreed on management fees for the condominiums in Phase I, consisting of Buildings 5, 8 and 9; and

WHEREAS, the parties further agreed in Paragraph 12 of said agreement that as additional condominiums were added in the Village of Twelve Oaks, a management fee for said additional condominiums would be agreed upon by the Association and Management Firm; and

WHEREAS, the Association and Management Firm are desirous of agreeing on a management fee for the individual units which will be located in and a part of the various condominiums which will be known as Twelve Oaks Condominiums, Clusters "A" through "M".

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and One Dollar ($1.00) and other good and valuable considerations by each of the parties

unto the other in hand paid simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, it is agreed by and between the parties as follows:

1. That in addition to the compensation set forth in the Management Agreement dated September 6, 1977, the Management Firm also shall be entitled to receive a management fee from each individual unit now or hereafter included in the various condominiums in the Village of Twelve Oaks, known as Twelve Oaks Condominiums, Clusters "A" through "M", at the rate of $40.00 per year per unit or $3.34 per month per unit.

2. That all of the duties and obligations of the parties as set forth in the September 6, 1977 Management Agreement, and all the terms and conditions set forth in the September 6, 1977 Management Agreement, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20 day of JANUARY, 1978.

Signed, sealed and delivered in the presence of:

David E. Howatt

David E. Howatt

ARKTON CORPORATION LIMITED

By: [illegible]

Attest: [illegible]

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

By: [illegible]

Attest: [illegible]

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

BOOK REC 2975 PAGE 615

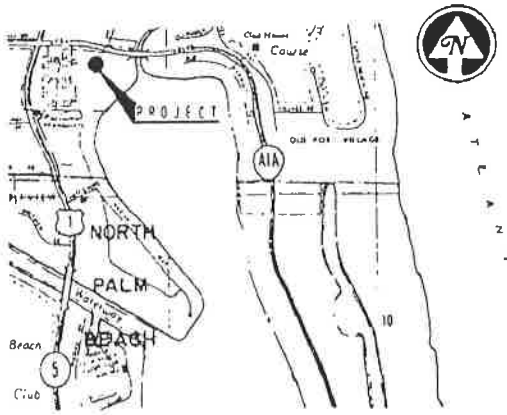
EXHIBIT 1
TWELVE OAKS CONDOMINIUM, CLUSTER "E"
SURVEY

SURVEY NOTES

1. THE ELEVATION OF THE BENCH MARK, FLOOR AND CEILING ARE NGS MEAN SEA LEVEL DATUM AND ARE EXPRESSED IN FEET
2. THE TYPICAL DIMENSIONS OF EXTERIOR WALLS OF THE UNIT ARE 0 0 FEET UNLESS OTHERWISE NOTED
3. THE PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS APPURTENANT TO EACH UNIT AND EACH UNIT'S SHARE OF COMMON EXPENSE IS 1%
4. ALL CONDOMINIUM UNITS IN THE BUILDING LOCATED ON THE CONDOMINIUM PROPERTY ARE GIVEN IDENTIFYING NUMBERS, WHICH ARE DELINEATED WITHIN EACH CONDOMINIUM UNIT SPACE IN THIS EXHIBIT 1 THE CONDOMINIUM UNIT NUMBER IS ALSO THE CONDOMINIUM PARCEL NUMBER
5. THE CONDOMINIUM PROPERTY IS AND SHALL BE SUBJECT TO EASEMENTS, WITHOUT COMPENSATION TO THE ASSOCIATION AND ITS MEMBERS, FOR THE PURPOSES OF DRAINAGE, DRAINAGE MAINTENANCE, UTILITY SERVICES, INCLUDING BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT CO., TELEPHONE COMPANY, SANITARY AND WATER LINES, AND ANY OTHER EASEMENTS DEEMED NECESSARY AT THE SOLE DISCRETION OF THE SPONSOR WHETHER OR NOT GRANTED PRIOR TO THE SUBMISSION OF THE SUBJECT PREMISES TO CONDOMINIUM OWNERSHIP IN THE EVENT THAT SAID EASEMENTS ARE DEEMED NECESSARY BY THE SPONSOR AFTER THE SUBMISSION OF THE PROPERTY TO CONDOMINIUM OWNERSHIP, THE SPONSOR SHALL BE AND IS HEREIN APPOINTED BY THE CONDOMINIUM ASSOCIATION (BY ITS ACCEPTANCE OF THIS DECLARATION) AND BY THE CONDOMINIUM PARCEL OWNERS (BY THEIR ACCEPTANCE OF THIS DECLARATION AND OF THE DEED TO THEIR CONDOMINIUM PARCEL), AS ATTORNEY-IN-FACT FOR THE CONDOMINIUM ASSOCIATION AND ALL CONDOMINIUM PARCEL OWNERS FOR THE PURPOSES HEREIN EXPRESSED AND THE SAME SHALL REQUIRE THE SIGNATURE OF NO OTHER PARTY WHOMSOEVER
6. AREAS DESIGNATED, "ROAD EASEMENT", ARE ROAD EASEMENTS FOR INGRESS AND EGRESS OVER, UPON AND ACROSS SAID AREA, FOR THE BENEFIT OF ALL PERSONS RESIDENT UPON THE LANDS KNOWN AS VILLAGE OF TWELVE OAKS AS THE SAME MAY BE CONSTITUTED FROM TIME TO TIME AND THE SPONSOR, ITS EMPLOYEES, GUESTS AND INVITEES, AND ALL PERSONS DESIGNATED BY THE SPONSOR THE SPONSOR, ITS AGENTS, EMPLOYEES, AND CONTRACTORS, MAY ADDITIONALLY USE SUCH STREETS FOR PURPOSES OF COMPLETING CONSTRUCTION AND DEVELOPMENT OF OTHER BUILDINGS AND IMPROVEMENTS UPON ADJACENT PROPERTIES THE FOREGOING EASEMENT HEREBY CREATED SHALL BURDEN THE LAND DESCRIBED IN THIS EXHIBIT 1 FOR THE BENEFIT OF THE PARTIES DESCRIBED HEREIN, AND SHALL RUN WITH THE LAND NO RIGHT SHALL EVER ACCRUE TO THE PUBLIC FROM THIS EASEMENT, AND SAID EASEMENT HEREBY CREATED SHALL ENDURE TO DECEMBER 31, 2076, AND THEREAFTER, FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS SOONER TERMINATED BY A RECORDED DOCUMENT, DULY EXECUTED AND RECORDED BY THE PERSON REQUIRED SAID EASEMENT MAY BE TERMINATED IN WHOLE OR IN PART, PRIOR TO DECEMBER 31, 2076 OR THEREAFTER, OR CHANGED, RELOCATED, OR EXPANDED TO INCLUDE ADDITIONAL PARTIES UPON THE JOINT CONSENT OF THE SPONSOR, ITS SUCCESSORS AND ASSIGNS, AND THE CONDOMINIUM ASSOCIATION RESPONSIBLE FOR THE OPERATION AND MANAGEMENT OF SAID CONDOMINIUM WHICH IS HEREBY IRREVOCABLY APPOINTED AND AUTHORIZED BY THE CONDOMINIUM PARCEL OWNERS TO EXECUTE SAID INSTRUMENT, AND THE EXECUTION OF SAID INSTRUMENT BY THE CONDOMINIUM PARCEL OWNERS SHALL NOT BE REQUIRED THE FOREGOING SHALL BE DEEMED TO BE INCLUDED IN THE DECLARATION OF CONDOMINIUM TO WHICH THIS EXHIBIT 1 IS ATTACHED, JUST AS THOUGH IT WERE FULLY SET FORTH THEREIN. THE FOREGOING EASEMENT SHALL BE SUBJECT TO SUCH EASEMENTS AS MAY BE REQUIRED FOR DRAINAGE AND UTILITY SERVICE EASEMENTS AS THE SPONSOR MAY HEREAFTER DEEM NECESSARY, AND THE SPONSOR SHALL HAVE THE RIGHT, IN ITS SOLE DISCREATION, TO GRANT SUCH DRAINAGE AND UTILITY SERVICE EASEMENTS OVER, UPON AND ACROSS AND UNDER SAID ROAD EASEMENT AREA AS IT DEEMS NECESSARY, AND THE CONSENT OF NO OTHER PARTY SHALL BE REQUIRED
7. ALL OPEN SPACES SHOWN HEREON, I E ALL SPACE WITHIN THE CONFINES OF THE TWELVE OAKS CONDOMINIUM, CLUSTER "E", WHICH ARE NOT DESIGNATED AS CONDOMINIUM UNITS OR HATCHED AS LIMITED COMMON ELEMENTS ARE HEREBY DESIGNATED AS COMMON ELEMENTS.
8. THE SUNKEN LIVINGROOM OF THE CONDOMINIUM UNIT NUMBERS SIX, SIX, EAST SIX, SIX AND 72E IS FOUR INCHES BELOW THE FLOOR ELEVATIONS AS SHOWN HEREON FOR THOSE UNITS

LEGEND

- INDICATES BOUNDARY OF TWELVE OAKS CONDOMINIUM CLUSTER E
- INDICATES BOUNDARY OF INDIVIDUAL CONDOMINIUM UNITS AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM
- INDICATES LIMITED COMMON ELEMENT AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM
- INDICATES THE INTERSECTION OF PLANES OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT, THE UPPER BOUNDARY OF CONDOMINIUM UNIT AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM
- .85' INDICATES DISTANCE FROM THE FLOOR ELEVATION AS SHOWN TO THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT SAID DISTANCE BEING AT A RIGHT ANGLE TO THE PLANE OF SAID ROOF SHEETING UNLESS OTHERWISE INDICATED
- INDICATES THE DIRECTION OF SLOPE OF THE PLANE OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT SAID SLOPE BEING AT A RATIO OF NOMINALLY 4 FEET OF RISE TO 12 FEET OF RUN UNLESS OTHERWISE INDICATED



LOCATION MAP

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH } SS

TWELVE OAKS CONDOMINIUM - CLUSTER E

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared WILLIAM R. RAY, JR., who after being first duly cautioned and sworn, deposes and says that:

1. That he is a duly registered land surveyor under the laws of the STATE OF FLORIDA, being Surveyor No. 2424.
2. The construction of the improvements to comprise Twelve Oaks Condominium, Cluster "E", a Condominium, is substantially complete so that the material which comprise a part of Exhibit No. to the Declaration of Condominium of the Twelve Oaks Condominium, Cluster "E", a Condominium, together with the provisions of said Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the Common Elements within the Condominium and of each unit within the Condominium can be determined from said materials

FURTHER AFFIANT SAITH NOT.

WILLIAM R. RAY, JR.
Fla. Certificate No. 2424

SWORN TO AND SUBSCRIBED before me this 2 day of December 1978

Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 16 1981
BONDED THRU GENERAL INS. UNDERWRITERS

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE PLAT OF TWELVE OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGES 48 AND 49, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT OF TWELVE OAKS, THENCE, RUN SOUTH 88°58'00" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, SAID BOUNDARY ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 521.35 FEET, THENCE, SOUTH 00°02'00" WEST, A DISTANCE OF 62.20 FEET FOR A POINT OF BEGINNING;

THENCE, RUN NORTH 81°52'00" EAST, A DISTANCE OF 22.[illegible] FEET, THENCE, SOUTH 34°58'00" WEST, A DISTANCE OF [illegible].61 FEET, THENCE, SOUTH 70°00'00" EAST, A DISTANCE OF 25.53 FEET, THENCE, SOUTH 19°26'00" WEST, A DISTANCE OF 117.63 FEET, THENCE, NORTH 70°34'00" WEST, A DISTANCE OF 7.[illegible] FEET, THENCE, SOUTH 19°26'00" WEST, A DISTANCE OF 100.00 FEET, THENCE, SOUTH 67°33'00" EAST, A DISTANCE OF 3.35 FEET, THENCE, SOUTH 22°27'00" WEST, A DISTANCE OF 32.99 FEET; THENCE, SOUTH 80°16'04" WEST, A DISTANCE OF 105.61 FEET, THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 62.53 FEET, THENCE, NORTH 44°05'14" WEST, A DISTANCE OF 61.48 FEET, THENCE, NORTH 00°06'39" WEST, A DISTANCE OF 150.00 FEET, THENCE, NORTH 46°26'13" WEST, A DISTANCE OF 95.32 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 95.00 FEET AND WHOSE LONG CHORD BEARS NORTH 78°33'54" EAST, THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°49'29", A DISTANCE OF 3.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 171.53 FEET, THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°34'38", A DISTANCE OF 45.89 FEET TO THE POINT OF TANGENCY, THENCE, NORTH 55°54'[illegible] EAST, A DISTANCE OF 41.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 159.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°29'00", A DISTANCE OF 131.77 FEET TO THE POINT OF TANGENCY, THENCE, SOUTH 76°37'00" EAST, A DISTANCE OF 27.07 FEET TO THE POINT OF BEGINNING

CONTAINING 1.757 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD

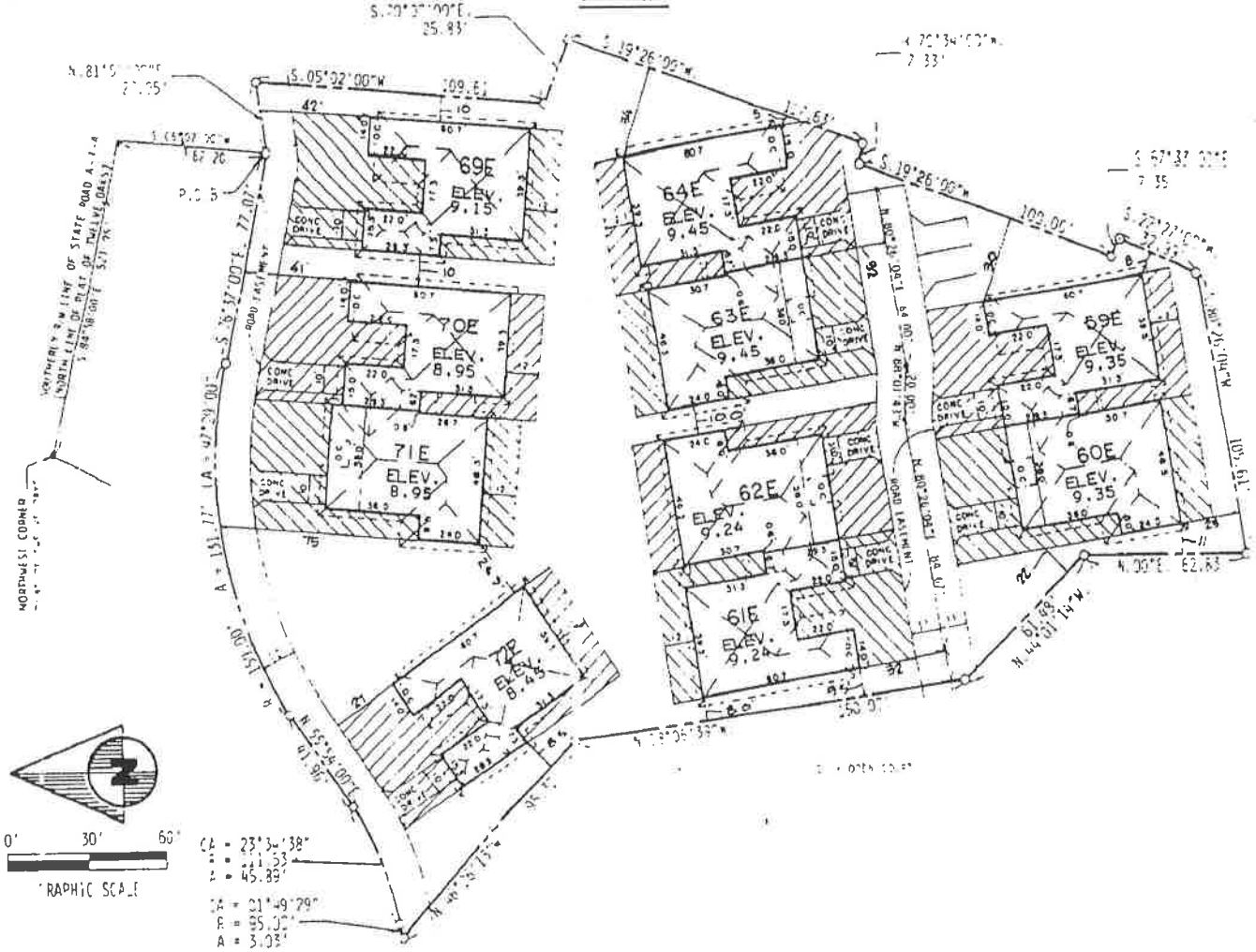
TERRY MARK — CHARLES W. SCHMIDT CONSULTING ENGINEERS, INC.

SHEET 1 OF 3

EXHIBIT I

TWELVE OAKS CONDOMINIUM, CLUSTER "E"

SURVEY



NOTE: FOR CONDOMINIUM UNIT ELEVATIONS AND ROOF DETAILS SEE SHEET 3 OF 3.

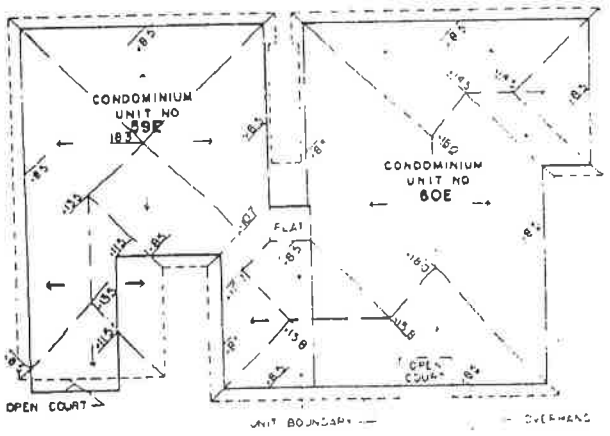
SHEET 2 OF 3

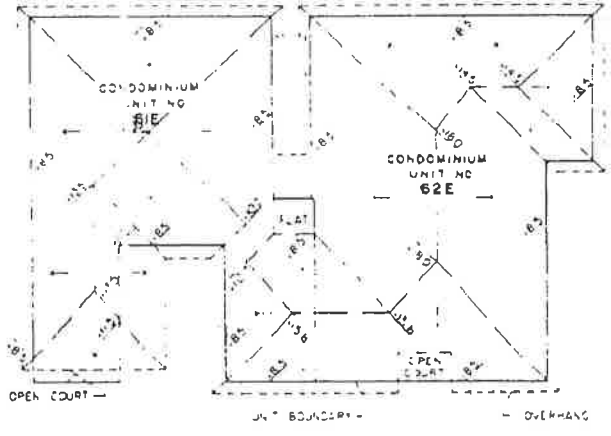
PAGE 617

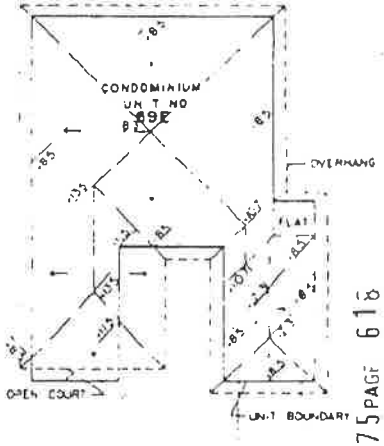
EXHIBIT I

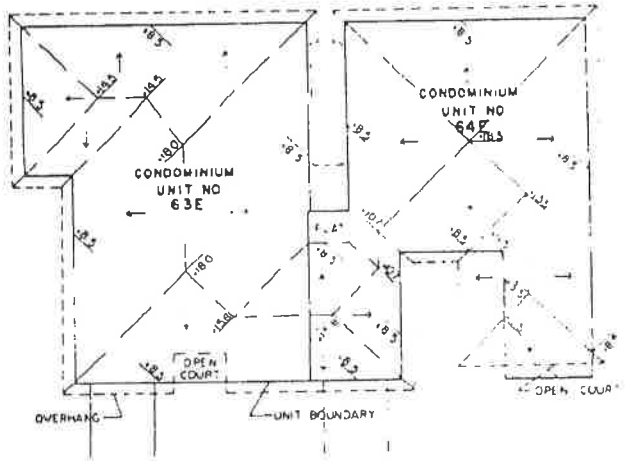
TWELVE OAKS CONDOMINIUM, CLUSTER "E"

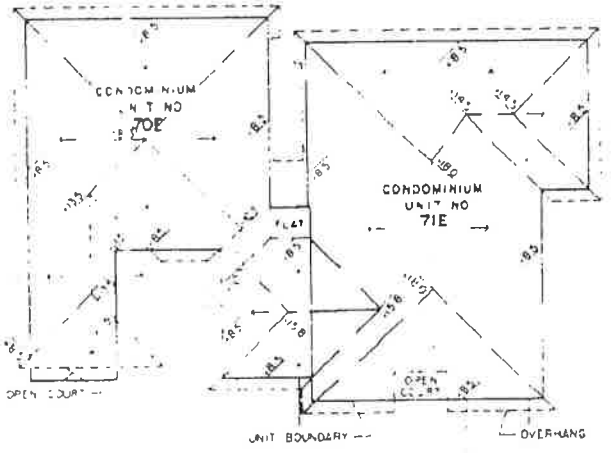
SURVEY

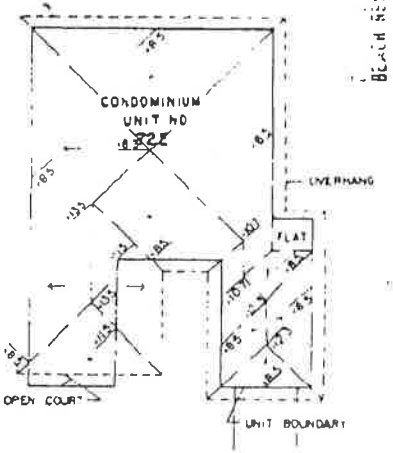












BEAUFORT 1975 PAGE 618

NOTE: FOR CONDOMINIUM UNIT DETAILS AND DIMENSIONS SEE SHEET 2 OF 3.

SHEET 3 OF 3

TWELVE OAKS

HOUSE RULES

GATEHOUSE - 622-7400

MANAGEMENT - 626-6878



I N D E X

COMPLAINTS -SUGGESTIONS - OBJECTIONS.....I.

ADMITTANCE TO GROUNDS.....II.

TERRACES-WALKWAYS-BARBECUING-SHUTTERS-AWNINGS-WINDOWS.....III.

GARBAGE AND TRASH.....IV.

GUESTS.....V.

CHANGES.....VI.

LOCKS.....VII.

GARAGE AND PARKING.....VII.

MAINTENANCE & REPAIRS.....IX.

SECURITY PROCEDURES.....X.

TRAFFIC.....XI.

T.V.....XII.

DELIVERIES.....XIII.

EXTERIOR MAINTENANCE.....XIV.

PETS.....XV.

LEASING.....XVI.

TENNIS COURT RULES.....attached

POOL RULES.....attached

CLUBHOUSE RULES.....attached

3/15/84

HOUSE RULES

I. COMPLAINTS-SUGGESTIONS-OBJECTIONS

(a) The Board of Directors, through the Management Office and Security Personnel shall have full power and authority to enforce the Rules and Regulations (referred to as House Rules). It is not the province or duty of any other person to admonish violators.

(b) All complaints, objections or suggestions shall be submitted to the Board of Directors in writing on a form provided for this purpose, signed by the owner and deposited at the Management Office.

II. ADMITTANCE TO GROUNDS

(a) All residents will be called from the Gatehouse and notified upon the arrival of any guests or tradesman wishing to see the owner.

(b) No admittance to any unit will be permitted during the resident's absence. unless authorized in writing, by the owner.

(c) Please notify the Gatehouse of any guests who may be visiting, prior to their arrival, if possible.

(d) No vans, trucks, campers, mobile homes, boats, trailers, commercial vehicles, motorcycles or mopeds will be allowed to stay in Twelve Oaks overnight with the following exceptions:
   1) Vans that are licensed as passenger cars are permitted.
   2) Campers, mobile homes, boats and trailers are permitted to remain up to 24 hours, upon application by a resident owner. A further 24 hour extension may be permitted upon application to Security.
   3) Under NO circumstances is overnight sleeping in any vehicle permitted.

(e) No door-to-door solicitation of any kind is permitted except by residents. Residents must obtain clearance from Management.

III. TERRACES-WALKWAYS-BARBECUING-SHUTTERS-AWNINGS-WINDOWS

(a) The windows of each unit must appear uniform from the outside thereof, and accordingly, Exterior window frames and doors must remain painted in the standard anodized bronze color.

(b) Shutter companies will be authorized, by the condominium association, to contract with unit owners or an owner's own selection will be subject to approval regarding the color and design for installation of hurricane shutters. Please contact Twelve Oaks Condominium Association or the Management Office for further information.

(c) Before attaching any type of material inside the terrace screens, please submit plans to Twelve Oaks Condominium Association for approval.

(d) Sidewalks, entrances, passages, courts in Phase I may not be obstructed, encumbered or used for any purpose other than ingress and egress to an from the premises.

(e) No awnings or other projections shall be attached to the outside walls o the buildings without the prior written consent of the Condominium Association. This rule shall apply to the placing of plants and decorations in and around the individual doorway entrances, only in Phase I. The color of entrance doors may not be altered without prior written consent of the condominium association. The placing of objects on the terraces shall remain under the jurisdiction of the Condominium Association.

(f) Extra lighting of terrace areas shall remain under the jurisdiction of the Condominium Association.

(g) Outside barbecuing or cooking will be restricted to the use of gas of electric grills in Phase I and Phase III.

IV. GARBAGE AND TRASH

(a) All garbage or trash (except dry paper) not accommodated by the disposal in each unit, should be placed in plastic bags, tied and deposited in proper receptacles (i.e. trash chutes located on each floor of the building and at cluster homes, trash containers located near the driveways).

(b) No garbage, trash, bags or boxes will be allowed to sit outside at the trash receptacles, unless it is the scheduled garbage day. Otherwise, the trash will be removed at the Owner's expense.

(c) Painters and all other workmen doing work in your residence must remove their own trash from Twelve Oaks Property.

V. GUESTS

(a) Please provide Security Guard with the names of your house guests upon their arrival and any data necessary to provide them with proper service and also for the purpose of Security.

(b) All guests occupying residences in the absence of the owner or lessee shall be given copies of the House and Rec Rules by the Gatehouse upon arrival, and be told these rules will be enforced for guests as well as residents.

(c) Please be advised that all residents owners are responsible for any guests visiting or occupying resident's units in accordance with said Rules and Regulations.

VI. CHANGES

(a) No unit owner shall make or permit any improvements or structural changes of any kind (including landscaping, planting, etc.) to the exterior of this unit or to the "limited common element" areas without PRIOR WRITTEN APPROVAL from the Association.

(b) Permission requested by the unit owner to make improvements must be presented to the Management Office in writing.

VII. LOCKS

(a) Change of locks must not be made without first notifying the Management Office. The state law requires that the Association/Management office must have access to all units at all times in case of an emergency. It must be remembered that an emergency occurring in an individual's residence could endanger the entire building or attached unit. See State of Florida Statute 711.12 (5).

VIII. GARAGE AND PARKING

(a) Cars must not be left in the roadways and must be parked either in the garages or driveways.
(b) Residents should instruct their guests to use unassigned and guest parking areas.
(c) All residents (in the condominium buildings) should park only in the space assigned to them, and not in spaces assigned to others. Parking bumpers will be numbered same as apartment number in Phase I. No owner is to leave a car parked in guest spot while out of town.
(d) Anyone parking in space(s) assigned to another resident may have his vehicle towed away at his (the offender's expense).
(e) Owners MUST NOT leave vehicle in guest spot while out of town.
(f) If a unit owner has a party, the Management Office should not be notified 48 hours in advance in order to review the guest parking arrangements to be made to reduce any difficulties which may arise in their immediate area.
(g) Garage doors will be closed at all times, except when a resident is working within, cleaning, or cars are being removed or parked inside. In order to provide some ventilation, garage doors may be opened to a height of approximately 18" especially during the summer months.

IX. MAINTENANCE, REPAIRS AND UNIT CARE

(a) Owners, lessees or guests are not permitted to directly give orders or directions to any maintenance staff employee. All requests for service shall be made through the Management Office. Work Orders slips can be picked up either at the Gatehouse or Management Office to be filled out by the resident with work requests. Work Orders can either be dropped at the Gatehouse or Management Office.
(b) All repairs and maintenance within an owner's unit are the responsibility of that owner.
(c) Owner's will immediately repair any broken or torn screening, doors, windows, sliding doors or garage doors. If these items are not repaired immediately, the Condominium Association can repair same and the owner must reimburse the Association for repairs.
(d) When leaving your unit, make certain all doors and windows are closed and locked. This will prevent water damage to your unit and those attached, in the event of sudden storms.
(e) In the event of high winds, please secure all terrace furniture or place it inside of your unit.
(f) Owners will be responsible for any damage caused by neglect on their part by not observing the above precautions.

X. SECURITY PROCEDURES

(a) Notify the Gatehouse of your departure. A dark house form must be completed and given to security if you are away 72 hours or more.
(b) No one will be permitted to enter your residence unless you notify the Management Office in advance, in writing, giving details of your approval. Please be specific as to exactly what your friends or relatives will be authorized to do. Also, state clearly how long they will be staying.
(c) Identification Stickers! All resident and/or guests, while riding BICYCLES and PPV's within the boundaries of Twelve Oaks must comply with the following safety procedures:
(d) (1) While on streets, observe all traffic laws the same as automobiles.
(e) (2) All bicycles and PPV's must have 3" reflectors on the back. Also, the bicycles should have the pedals, which have reflectors on both sides of same.
(f) (3) All bicycles must be registered at the Gatehouse.
(g) Regularly employed domestics of unit owner must be registered with Security.
(h) (a) All residents must have a resident sticker on his car. If you have two cars, then the second car will need a sticker also. These resident stickers will be placed on your car at the Office.
(i) (b) Resident(s) planning to purchase a new vehicle must have the guard remove the old sticker from the present vehicle and arrangements should be made for administration of new sticker.

TRAFFIC

(a) ALL TRAFFIC SIGNS AND REGULATIONS WILL BE OBEYED AND ENFORCED! (PLEASE OBSERVE OUR 15 MPH SPEED LIMIT WITHIN OUR TWELVE OAKS COMMUNITY).
(b) LAW ENFORCEMENT OFFICERS WILL BE NOTIFIED OF VIOLATIONS IF THEY CONTINUE AFTER WARNINGS HAVE BEEN ISSUED!

XII. T.V.

(a) No exterior antennae will be allowed. Please note that Cable TV is available to all residents.

XIII. DELIVERIES

(a) Prior arrangements must be made for any deliveries to be accepted by Security or the Management Office.
(b) Payment for packages delivered must be arranged for by purchaser Twelve Oaks will not take any responsibility for C.O.D. deliveries.
(c) No article may be removed from any unit in the absence of the owner.
(d) Advise Security of any merchandise deliveries to be made to your unit.

XIV. EXTERIOR MAINTENANCE

(a) All designated atriums or courtyards will be the responsibility of the unit owner and they must be maintained according to the standards agreed to by the unit owner and the Condominium Association. Generally speaking, this would mean not becoming an eyesore to the other owners.

XV. PETS

(a) Pets shall be limited to small dogs, cats, birds or fish.
(b) Pet owners must use designated areas to exercise pets. Owners must clean up after their pets.
(c) All owners should take care never to allow pets to run loose, even when in the company of the owner. Pets are not to become a nuisance to other residents by barking or other acts.
(d) Palm Beach County leash laws will apply.

XVI. LEASING

(a) Owners shall not lease their condominium for less than three (3) months. Only one(1) or two (2) leases during one (1) calendar year shall be permitted unless written consent is granted from the Association and/or Sponsor for any additional lease(s) during one calendar year. Lessee is not permitted to sub-lease.
(b) No condominium unit or part thereof, shall be permitted by the owner or his lessee to be used as a hotel, transient apartment or motel. The condominium unit, and all parts thereof, shall be used as the personal residence of the owner and his/her immediate family and for no other purpose.
(c) A leased condominium unit shall not be occupied overnight by more than the number of people indicated for each type of unit:

1 Bedroom/1 Bath	Four (4) people
2 Bedroom/2 Bath	Six (6) people
3 Bedroom/2 or 3 Bath	Six (6) people

(d) A unit owner processing a request for Approval to Lease shall certify that the lessee has been provided a copy of the Rules and Regulations, that the lessee has read same and has agreed to comply.
(e) There shall be a processing charge of $50.00 payable to Twelve Oaks Condominium Association, Inc., by the lessee for the lease of a condominium unit. Payment shall accompany the application to the Condominium Association.
(f) Unit owner shall be responsible for all damages to building, equipment and furnishings caused by his lease.
(g) No unit may be leased to a corporation, company, partnership or any other business or commercial organization or combinations or individual lessees.
(h) The lease of any condominium unit in Twelve Oaks shall be approved by a majority of the Board of Directors, or in the absence of quorum of the Board, by the Executive Committee of the Board of Directors.
(i) A copy of each executed lease agreement shall be filed with the Board of Directors within ten (10) days of execution.

TWELVE OAKS

TENNIS COURT RULES

Rules and Regulations of the tennis courts adopted by the Board of Directors of Twelve Oaks Condominium Association.

1. PERIOD OF PLAY

   Singles are allowed one (1) hour of play unless no one is waiting to play on court.

   Doubles are allowed one and one half (1 1/2) hours of play unless no one is waiting to play on court.

2. Advance reservations for courts can be made beginning at 7:00 A.M. for the next day, except for organized Twelve Oaks Tennis Tournaments.

3. Tennis shoes must be worn on the courts at all times. Players only are allowed on the courts. Those not playing tennis should remain outside the fence. Proper tennis etiquette must be observed by all.

4. If outside guests are going to play on the courts, please give these names to the guard, in order for them to be properly greeted at the gate. No visitors or non-residents will be permitted to use the courts without a resident present.

5. Resident guests will be accorded the same status of the courts as a permanent resident. Please inform them of all tennis court, clubhouse, pool, and in general, all House Rules.

6. Court # 4 is reserved for Twelve Oaks Residents ONLY, at all times, except during organized tournaments.

7. Proper tennis attire is required at all times. NO BARE CHESTS!!

TWELVE OAKS

POOL RULES

1. All persons using the pool do so at their own risk. Owners and Management are not responsible for accidents or injuries.

2. Use of the pools is limited to (a) Residents and adult guests of residents; (b) Guests under 12 years of age must be accompanied by an adult at all times while in the pool areas; (c) Non residents of Twelve Oaks living off premises but in the immediate area, cannot use the pools unless their resident host is on the premises, this does not apply to relatives of Unit Owners; (d) All resident owners are directly responsible for the conduct of their guests at the pools.

3. Pool hours are 8:00 am to 10:00 pm.

4. Animals are not permitted within pool area enclosure.

5. All persons must shower and remove perspiration, body oils suntan lotions, sand and tar before entering the water of of the pool at each instance. The outside shower and own personal soap is to be used for cleaning.

6. All cigar and cigarette butts, ashes and matches must be placed in ashtrays, not on the patio, in shrubs or on the grass.

7. Use of scuba equipment and swim fins, rafts, styrofoam articles or tire tubes are not permitted in the pools. Personal swimming aids are permitted.

8. Excessive splashing, cannon-balling, running or horse play will not be permitted and shall be cause for eviction from the pools.

9. Towels or beach robes must be used to protect chairs from suntan oils, creams and lotions.

10. It is strongly suggested, for personal safety, that no one swim alone. Another person should be in the immediate vicinity.

11. Food and beverages are permitted, it in plastic or paper containers. GLASS CONTAINERS OF ANY KIND ARE ABSOLUTELY PROHIBITED, for the safety of all !!!

12. Twelve Oaks Condominium Association, Inc. RESERVES THE RIGHT TO DENY USE OF THE POOLS TO ANYONE AT ANYTIME.!!!

TWELVE OAKS

CLUBHOUSE RULES

1. As a resident owner of Twelve Oaks, you are entitled to use of the Club house facilities providing that the following rules and regulations are observed at all times.

2. The following persons residing in Twelve Oaks shall be permitted in and and to have the use of the Clubhouse:

   (a) Resident owners, lessees, and resident children over 12 years of age.
   (b) Guests of resident owners and lessees when accompanied by resident adult host.

3. Residents may use the Clubhouse for personal social functions on a firs come, first served reservation basis. Any and all rooms may be reserve upon request at the Management Office, 626-6878 and with the posting of a $30.00 security deposit in advance. Said security deposit will be returned in full if said areas are cleaned prior to 10:00am the followin morning. A minimum fee of $10.00 will be charged for general cleaning services to be rendered after use of the facility. In addition, the following fees will be in effect for private parties for gatherings in excess of 12 persons. Said fees are deposited to the general account of the association to help defray general operating expenses.

   FEE SCHEDULE
   12 to 29 guests.....$ 25.00
   30 to 75 guests.....$ 50.00
   76 to 125 guests.....$100.00
   Over 125 guests.....$125.00

Residents reserving the Clubhouse facilities shall be responsible for any and all damages during their use.

4. Residents may not use the Clubhouse for events outside groups such as social or service clubs, forums, religious bodies, youth or senior citizens organizations, business presentations, special causes or entertainments without prior written permission of the management.

5. No animals of any sort are permitted within Clubhouse or pool enclosures

6. No bathing suits permitted in main Clubhouse section at any tim.

7. Intoxicated persons will not be permitted to enter the Clubhouse or pool area.

8. Shoes are required to be worn in all areas of the Clubhouse except outside pool area rest rooms.

9. All persons using the Clubhouse do so at their own risk. Owners and Management are not responsible for accidents or injuries.

CO# 27842

EASEMENT

03/14/2002 12:20:42 20020135100
OR BK 13585 PG 1008
Palm Beach County, Florida

In consideration of the sum of $1.00, paid to us by FLORIDA PUBLIC UTILITIES COMPANY, 401 South Dixie Highway, West Palm Beach, Florida 33401, and for other good and valuable consideration, receipt of which is hereby acknowledged, we: (SUBJECT TO EXISTING EASEMENTS)

do hereby grant and convey unto the said FLORIDA PUBLIC UTILITIES COMPANY, its successors and assigns, a perpetual easement and right to construct, lay, relocate, extend, operate, repair and maintain at this time or at such time or times in the future as the Company desires, a gas pipe line or gas pipe lines for the transportation of gas, upon, over, across and through the following described real property, to-wit:

A strip of land 5' wide defined as lying 2.5' on each side of Grantees facilities as installed and/or located within the following described parcel(s) of land described as follows:

See Attachment "A"

The purpose of this document is to create a 5' wide Easement Area for the Grantees facilities within the above described parcel(s) of land. If the Grantees facilities are installed and/or located closer than 2.5' from the Grantors boundary lines, or an existing building located on the Grantors property, the said Easement is intended to remain 5' wide, and bounded by the said boundary lines or existing building. Also, if the Grantees facilities are installed and/or located within an area in which existing buildings are closer than 5' to the Grantors boundary lines, the said Easement is intended to be then bounded by the said boundary lines and the existing buildings.

Together with the right of ingress and egress to, over and from said premises to the extent necessary to lay, maintain, operate, repair, and remove said pipe line or lines.

Provided: however, that said FLORIDA PUBLIC UTILITIES COMPANY shall replace or repair any damage to grass, landscaping and pavement and to the Grantors premises as may be caused by laying, removing or repairing said pipe line.

If Grantee shall ever abandon said pipe line, all rights, title and interest to said easement shall revert back to the Grantors or their successors.

IN WITNESS WHEREOF, we have hereunto set our hands this 10th day of APRIL, 2001.

Signed and acknowledged in the presence of:

For TWELVE OAKS CONDOMINIUM ASSOCIATION

Diane Lombardino
First Witness

Signature _____ Title PRESIDENT

Patricia Ann Zimmer
Second Witness

Print GORDON D. GASTER

Attested _____

State of FLORIDA

ss:

County PALM BEACH

Before me, a Notary Public, in and for said County, personally appeared the above-named

who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 10th day of APRIL, A.D. 2001.

DIANE LOMBARDINO
MY COMMISSION # CC 693964
EXPIRES: November 4, 2001
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

Diane Lombardino (SEAL)
Notary Public

BOOK 13563 PAGE 1669

SURVEY AND LOCATION OF COMMON ELEMENTS FOR WOOD COVE AT 1640 TWELVE OAKS CONDOMINIUMS

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY IS AS FOLLOWS:

A parcel of land in the former, now abandoned, plat of DEAL'S ADDITION TO JOHO, and in the former, now abandoned, plat of BURDETTE'S PLAT OF JOHO, according to the plat thereof, as recorded in Plat Book 11, Page 34, public records, Palm Beach County, Florida, and in Plat Book 8, Page 46, public records, Dade County, Florida, lying in said abandoned plats situate in Government Lot 6 of Section 4, Township 44 South, Range 43 East, Palm Beach County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Southeast corner of said Government Lot 6; thence, South 86°52'35" East, along the South line of Government Lot 5, a distance of 160.70 feet; thence, North 39°52'35" East, a distance of 274.11 feet to the Point of Beginning. (P.O.B.)

Thence, South 50°08'00" East, a distance of 32.00 feet; thence, North 39°52'00" East, a distance of 31.00 feet; thence, South 50°08'00" East, a distance of 170.00 feet; thence, North 39°52'00" East, a distance of 37.33 feet; thence, South 50°08'00" East, a distance of 25.00 feet; thence, North 39°52'00" East, a distance of 123.24 feet; thence, North 50°08'00" West, a distance of 54.00 feet; thence North 39°52'00" East, a distance of 40.00 feet; thence, North 50°08'00" West, a distance of 54.00 feet; thence North 39°52'00" East, a distance of 54.00 feet; thence North 50°08'00" West, a distance of 54.00 feet; thence North 39°52'00" East, a distance of 38.48 feet; thence, North 50°08'00" West, a distance of 49.33 feet; thence, North 27°45'00" West, a distance of 52.00 feet; thence, North 62°15'00" East, a distance of 32.00 feet; thence, South 27°45'00" East, a distance of 125.03 feet; thence, South 39°52'00" West, a distance of 170.00 feet to the point of curvature of curve concave to the Northwest, having a radius of 170.00 feet, said curve center bears North 50°08'00" West; thence, Southwesterly, along said curve through a Central Angle of 20°01'00", a distance of 59.39 feet to the point of tangency; thence, South 39°52'00" West, along tangent line, a distance of 31.00 feet to the Point of Beginning.

Containing 1.184 Acres, more or less.

Subject to and together with, an easement for ingress and egress, being more particularly described as follows: On sheet 2A of 5, this Exhibit "A".

NOTE:

1. ..... INDICATES A DECORATIVE WOODEN PRIVACY FENCE, THE STYLE OF WHICH IS TO BE DETERMINED BY FIELD CONDITIONS.
2. THE BUILDING SHOWN HEREON IS A THREE-STORY CONDOMINIUM APARTMENT BUILDING OF C.B.S. CONSTRUCTION.
3. "PARKING AREAS" AS SHOWN HEREON, ARE LIMITED COMMON ELEMENTS.

SCALE

LOCATION MAP

PREPARED IN THE OFFICE OF
Osiley-Feteway, Inc.

FOR
CONRAD W. SCHAFFER CONSULTING ENGINEER
PALM BEACH COUNTY, FLORIDA

OFFICIAL RECORDS 2372 PAGE 44

SHEET 2 OF 5

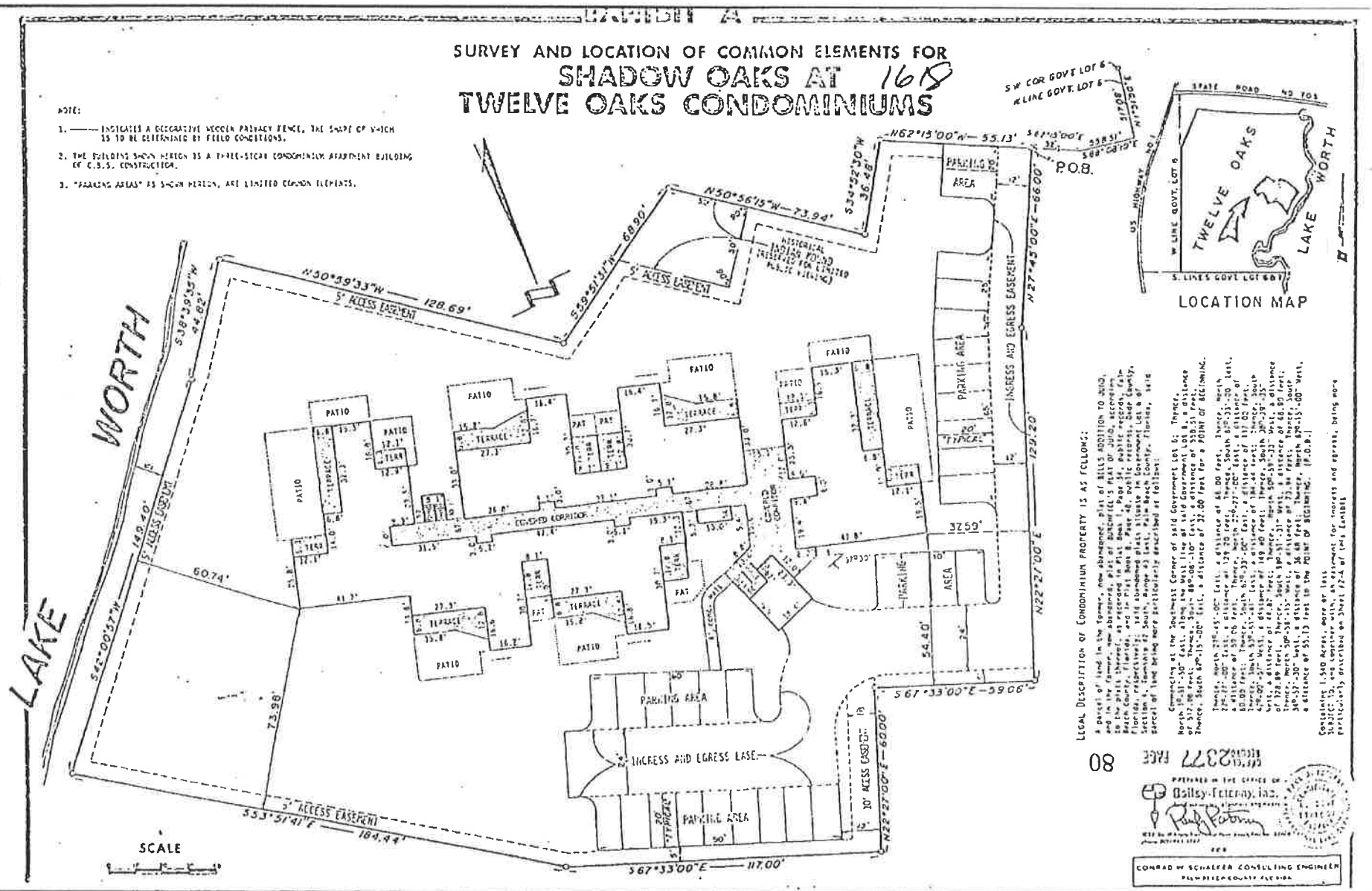
BOOK 13585 PAGE 1818

EXHIBIT A

SURVEY AND LOCATION OF COMMON ELEMENTS FOR
SHADOW OAKS AT 168
TWELVE OAKS CONDOMINIUMS

NOTE:

1. ——— INDICATES A DECORATIVE WOODEN PRIVACY FENCE, THE SHAPE OF WHICH IS TO BE DETERMINED BY FIELD CONDITIONS.
2. THE BUILDING SHOWN HEREON IS A THREE-STORY CONDOMINIUM APARTMENT BUILDING OF C.B.S. CONSTRUCTION.
3. "PARKING AREAS" AS SHOWN HEREON, ARE LIMITED COMMON ELEMENTS.



LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY IS AS FOLLOWS:

A parcel of land in the former, now abandoned, plat of BELLS ADDITION TO JUNO, and in the former, now abandoned, plat of SORCHFIELD'S PLAT OF JUNO, according to the plats thereof, as recorded in Plat Book 1, Page 34, public records, Palm Beach County, Florida, and in Plat Book B, Page 40, public records, Dade County, Florida, respectively; said abandoned plats situate in Government Lot 6 of Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Southwest Corner of said Government Lot 6; Thence, North 89°-51'-30" East, along the West line of said Government Lot 6, a distance of 317.08 feet; Thence, South 89°-15'-00" East, a distance of 55.13 feet, to the POINT OF BEGINNING.

Thence, North 22°-45'-00" East, a distance of 66.00 feet; Thence, North 27°-45'-00" East, a distance of 55.06 feet; Thence, South 67°-33'-00" East, a distance of 129.20 feet; Thence, South 22°-27'-00" West, a distance of 60.00 feet; Thence, North 67°-33'-00" West, a distance of 117.00 feet; Thence, South 53°-51'-41" West, a distance of 184.44 feet; Thence, South 38°-39'-33" East, a distance of 149.40 feet; Thence, South 42°-00'-57" West, a distance of 44.82 feet; Thence, North 38°-39'-33" West, a distance of 128.69 feet; Thence, North 39°-51'-17" West, a distance of 68.90 feet; Thence, North 50°-56'-15" West, a distance of 73.94 feet; Thence, North 34°-52'-30" East, a distance of 36.48 feet; Thence, North 62°-13'-00" West, a distance of 55.13 feet to the POINT OF BEGINNING. (P.O.B.)

Containing 1.540 Acres, more or less.
Subject to: Easements, reservations and agreements for ingress and egress, being more particularly described on Sheet 1 / 2 of this Exhibit.

RECORDED 13585 / 2377 PAGE 80

PREPARED IN THE OFFICE OF
Bailey-Feierabend, Inc.

CONRAD W SCHAEFER CONSULTING ENGINEER
PALM BEACH COUNTY, FLORIDA

B4456 P1618

THE MARINA AT TWELVE OAKS
A CONDOMINIUM

BOOK 13565 PAGE 1011

LEGAL DESCRIPTION
FOR PHASE III AT TWELVE OAKS

A PARCEL OF LAND IN THE PLAT OF TWELVE OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 48 AND 49, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT OF TWELVE OAKS; THENCE, RUN SOUTH 84°58'00" EAST, ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 548.29 FEET TO THE POINT OF BEGINNING;

THENCE, SOUTH 05°02'00" WEST, A DISTANCE OF 56.04 FEET; THENCE, NORTH 81°52'00" EAST, A DISTANCE OF 64.05 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 74.48 FEET; THENCE, SOUTHERLY ALONG SAID CURVE AND THROUGH A CENTRAL ANGLE OF 87°56'00", A DISTANCE OF 114.31 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.13 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°38'00", A DISTANCE OF 64.72 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 19°26'00" WEST, A DISTANCE OF 255.00 FEET; THENCE, SOUTH 22°27'00" WEST, A DISTANCE OF 82.80 FEET; THENCE, SOUTH 67°33'00" EAST, A DISTANCE OF 59.06 FEET; THENCE, NORTH 22°27'00" EAST, A DISTANCE OF 60.00 FEET; THENCE, SOUTH 67°33'00" EAST, A DISTANCE OF 117.00 FEET; THENCE, SOUTH 53°51'41" EAST, A DISTANCE OF 184.44 FEET; THENCE, SOUTH 42°00'57" WEST, A DISTANCE OF 73.32 FEET; THENCE, SOUTH 47°59'03" EAST, A DISTANCE OF 1.96 FEET MORE OR LESS, TO A POINT IN THE 1972 SHORELINE AS SHOWN ON CONRAD W. SCHAEPER, CONSULTING ENGINEERS DRAWING NO. 3-71-024, DATED APRIL, 1972; THENCE, NORTHERLY ALONG SAID 1972 SHORELINE, AND ALONG THE MEANDER LINE APPROXIMATING SAID SHORELINE, AS SHOWN ON SAID PLAT OF TWELVE OAKS, THE FOLLOWING COURSES:

NORTH 52°09'39" EAST, A DISTANCE OF 86.05 FEET; THENCE, NORTH 29°00'31" WEST, A DISTANCE OF 90.15 FEET; THENCE, NORTH 28°42'26" EAST, A DISTANCE OF 119.27 FEET; THENCE, NORTH 34°03'00" WEST, A DISTANCE OF 155.85 FEET; THENCE, NORTH 04°40'23" EAST, A DISTANCE OF 133.46 FEET; THENCE, NORTH 28°09'00" EAST, A DISTANCE OF 116.81 FEET; THENCE, NORTH 74°58'00" WEST, A DISTANCE OF 82.26 FEET; THENCE, NORTH 15°02'00" EAST, A DISTANCE OF 15.00 FEET TO A POINT IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1432.69 FEET AND WHOSE LONG CHORD BEARS NORTH 83°40'02" WEST AND BEING A POINT IN THE NORTHERLY BOUNDARY OF SAID PLAT OF TWELVE OAKS; THENCE, WESTERLY ALONG SAID CURVE AND ALONG SAID NORTHERLY BOUNDARY, THROUGH A CENTRAL ANGLE OF 02°35'58", A DISTANCE OF 65.00 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 84°58'00" WEST, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 228.66 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2.886 ACRE, MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

EXHIBIT "A"
SHEET 4 OF 20

BENCH MARK
land surveying and mapping, inc.

AMENDED 8-JANUARY-1985

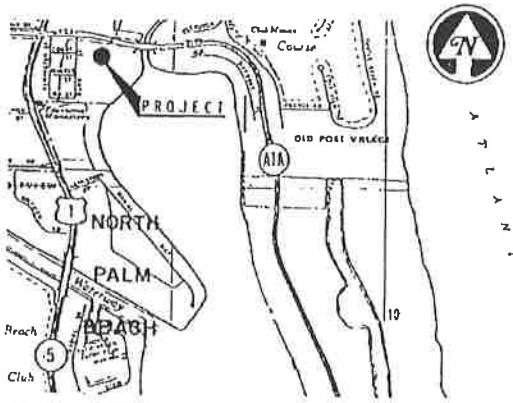
EXHIBIT I
TWELVE OAKS CONDOMINIUM, CLUSTER "G"
SURVEY

SURVEY NOTES

1. THE ELEVATION OF THE BENCH MARK, FLOOR AND CEILING ARE NGS MEAN SEA LEVEL DATUM AND ARE EXPRESSED IN FEET.
2. THE TYPICAL DIMENSIONS OF EXTERIOR WALLS OF THE UNIT ARE 0.8 FEET UNLESS OTHERWISE NOTED.
3. THE PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS APPURTENANT TO EACH UNIT AND EACH UNIT'S SHARE OF COMMON EXPENSE IS 33⅓%
4. ALL CONDOMINIUM UNITS IN THE BUILDING LOCATED ON THE CONDOMINIUM PROPERTY ARE GIVEN IDENTIFYING NUMBERS, WHICH ARE DELINEATED WITHIN EACH CONDOMINIUM UNIT SPACE IN THIS EXHIBIT 1. THE CONDOMINIUM UNIT NUMBER IS ALSO THE CONDOMINIUM PARCEL NUMBER.
5. THE CONDOMINIUM PROPERTY IS AND SHALL BE SUBJECT TO EASEMENTS, WITHOUT COMPENSATION TO THE ASSOCIATION AND ITS MEMBERS, FOR THE PURPOSES OF DRAINAGE, DRAINAGE MAINTENANCE, UTILITY SERVICES, INCLUDING BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT CO., TELEPHONE COMPANY, SANITARY AND WATER LINES, AND ANY OTHER EASEMENTS DEEMED NECESSARY AT THE SOLE DISCRETION OF THE SPONSOR WHETHER OR NOT GRANTED PRIOR TO THE SUBMISSION OF THE SUBJECT PREMISES TO CONDOMINIUM OWNERSHIP. IN THE EVENT THAT SAID EASEMENTS ARE DEEMED NECESSARY BY THE SPONSOR AFTER THE SUBMISSION OF THE PROPERTY TO CONDOMINIUM OWNERSHIP, THE SPONSOR SHALL BE AND IS HEREIN APPOINTED BY THE CONDOMINIUM ASSOCIATION (BY ITS ACCEPTANCE OF THIS DECLARATION) AND BY THE CONDOMINIUM PARCEL OWNERS (BY THEIR ACCEPTANCE OF THIS DECLARATION AND OF THE DEED TO THEIR CONDOMINIUM PARCEL), AS ATTORNEY-IN-FACT FOR THE CONDOMINIUM ASSOCIATION AND ALL COADOMINIUM PARCEL OWNERS FOR THE PURPOSES HEREIN EXPRESSED AND THE SAME SHALL REQUIRE THE SIGNATURE OF NO OTHER PARTY WHOMSOEVER.
6. AREAS DESIGNATED, "ROAD EASEMENT", ARE ROAD EASEMENTS FOR INGRESS AND EGRESS OVER, UPON AND ACROSS SAID AREA, FOR THE BENEFIT OF ALL PERSONS RESIDENT UPON THE LANDS KNOWN AS VILLAGE OF TWELVE OAKS AS THE SAME MAY BE CONSTITUTED FROM TIME TO TIME AND THE SPONSOR, ITS EMPLOYEES, GUESTS AND INVITEES; AND ALL PERSONS DESIGNATED BY THE SPONSOR. THE SPONSOR, ITS AGENTS, EMPLOYEES, AND CONTRACTORS, MAY ADDITIONALLY USE SUCH STREETS FOR PURPOSES OF COMPLETING CONSTRUCTION AND DEVELOPMENT OF OTHER BUILDINGS AND IMPROVEMENTS UPON ADJACENT PROPERTIES. THE FOREGOING EASEMENT HEREBY CREATED SHALL BURDEN THE LAND DESCRIBED IN THIS EXHIBIT 1 FOR THE BENEFIT OF THE PARTIES DESCRIBED HEREIN, AND SHALL RUN WITH THE LAND. NO RIGHT SHALL EVER ACCRUE TO THE PUBLIC FROM THIS EASEMENT, AND SAID EASEMENT HEREBY CREATED SHALL ENDURE TO DECEMBER 31, 2076, AND THEREAFTER, FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS SOONER TERMINATED BY A RECORDED DOCUMENT, DULY EXECUTED AND RECORDED BY THE PERSON REQUIRED. SAID EASEMENT MAY BE TERMINATED IN WHOLE OR IN PART, PRIOR TO DECEMBER 31, 2076 OR THEREAFTER, AS CHANGED, RELOCATED, OR EXPANDED TO INCLUDE ADDITIONAL PARTIES UPON THE JOINT CONSENT OF THE SPONSOR, ITS SUCCESSORS AND ASSIGNS, AND THE CONDOMINIUM ASSOCIATION RESPONSIBLE FOR THE OPERATION AND MANAGEMENT OF SAID CONDOMINIUM WHICH IS HEREBY IRREVOCABLY APPOINTED AND AUTHORIZED BY THE CONDOMINIUM PARCEL OWNERS TO EXECUTE SAID INSTRUMENT, AND THE EXECUTION OF SAID INSTRUMENT BY THE CONDOMINIUM PARCEL OWNERS SHALL NOT BE REQUIRED. THE FOREGOING SHALL BE DEEMED TO BE INCLUDED IN THE DECLARATION OF CONDOMINIUM TO WHICH THIS EXHIBIT 1 IS ATTACHED, JUST AS THOUGH IT WERE FULLY SET FORTH THEREIN. THE FOREGOING EASEMENT SHALL BE SUBJECT TO SUCH EASEMENTS AS MAY BE REQUIRED FOR DRAINAGE AND UTILITY SERVICE EASEMENTS AS THE SPONSOR MAY HEREAFTER DEEM NECESSARY, AND THE SPONSOR SHALL HAVE THE RIGHT, IN ITS SOLE DISCREATION, TO GRANT SUCH DRAINAGE AND UTILITY SERVICE EASEMENTS OVER, UPON AND ACROSS AND UNDER SAID ROAD EASEMENT AREA AS IT DEEMS NECESSARY, AND THE CONSENT OF NO OTHER PARTY SHALL BE REQUIRED.
7. ALL OPEN SPACES SHOWN HEREON, ie - ALL SPACE WITHIN THE CONFINES OF THE TWELVE OAKS CONDOMINIUM, CLUSTER "G", WHICH ARE NOT DESIGNATED AS CONDOMINIUM UNITS OR HATCHED AS LIMITED COMMON ELEMENTS ARE HEREBY DESIGNATED AS COMMON ELEMENTS.

LEGEND . . . . . .

- INDICATES BOUNDARY OF TWELVE OAKS CONDOMINIUM CLUSTER G
- INDICATES BOUNDARY OF INDIVIDUAL CONDOMINIUM UNITS AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM.
- INDICATES LIMITED COMMON ELEMENT AS MORE FULLY SET FORTH ON PAGE 5 OF DECLARATION OF CONDOMINIUM.
- INDICATES THE INTERSECTION OF PLANES OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT, ie - UPPER BOUNDARY OF CONDOMINIUM UNIT AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM.
- 8.5 — INDICATES DISTANCE IN FEET ABOVE THE FLOOR ELEV. AS SHOWN TO THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT AT THE POINT OR EDGE OF PLANE INDICATED.
- INDICATES THE DIRECTION OF SLOPE OF THE PLANE OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT. SAID SLOPE IS AT A PITCH OF NOMINALLY 6 FEET OF RISE TO 12 FEET OF RUN, UNLESS OTHERWISE INDICATED.



LOCATION MAP

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
) SS: TWELVE OAKS CONDOMINIUM, CLUSTER G
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Wm. R. Van Campen, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the laws of the STATE OF FLORIDA, being Surveyor No. 2424.
2. The construction of the improvements to comprise Twelve Oaks Condominium, Cluster G , a Condominium, is substantially complete so that the materials which comprise this Exhibit No. 1 to the Declaration of Condominium of the Twelve Oaks Condominium, Cluster G , a Condominium, together with the provisions of said Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the Common Elements within the Condominium and of each Unit within the Condominium can be determined from said materials.

FURTHER AFFIANT SAYETH NAUGHT.

Wm. R. Van Campen, P.L.S.
Fla. Certificate No. 2424

SWORN TO AND SUBSCRIBED before me this 9th day of APRIL, 1979

Linda A. Weaver
Notary Public State of Florida
My Commission Expires --- 12/20/82

CLUSTER "G" LEGAL DESCRIPTION

A PARCEL OF LAND IN THE PLAT OF TWELVE OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGES 46 AND 47, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PLAT; THENCE NORTH 01°51'50" EAST, ALONG THE WESTERLY BOUNDARY LINE OF SAID PLAT A DISTANCE OF 817.91 FEET FOR A POINT OF BEGINNING;

THENCE CONTINUE NORTH 01°51'50" EAST ALONG SAID LINE A DISTANCE OF 33.01 FEET; THENCE NORTH 16°51'25" EAST ALONG SAID LINE A DISTANCE OF 85.71 FEET; THENCE SOUTH 84°32'50" EAST A DISTANCE OF 85.01 FEET; THENCE SOUTH 61°45'30" EAST A DISTANCE OF 29.43 FEET; THENCE SOUTH 52°49'30" WEST A DISTANCE OF 1.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 115.91 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°06'55", A DISTANCE OF 60.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°42'30" WEST A DISTANCE OF 130.67 FEET; THENCE NORTH 67°17'30" WEST A DISTANCE OF 101.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.573 ACRES.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

TERRY SMART — COMMUNITY DEVELOPMENT CONSULTANTS, INC.

SHEET 1 OF 3

EXHIBIT 1.

OFF REC 3070 PG 1522 -

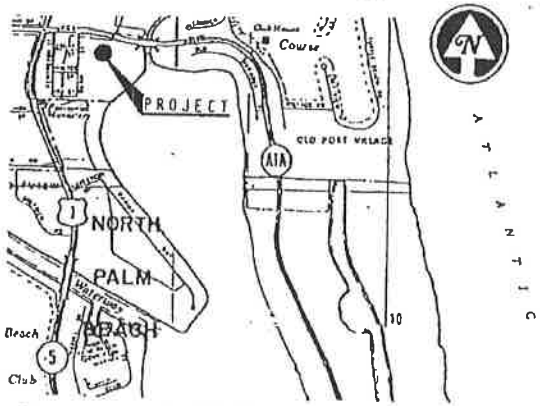
BOOK 13565 PAGE 2181

EXHIBIT 1
TWELVE OAKS CONDOMINIUM, CLUSTER "F"
SURVEY

SURVEY NOTES

1. THE ELEVATION OF THE BENCH MARK, FLOOR AND CEILING ARE NGS MEAN SEA LEVEL DATUM AND ARE EXPRESSED IN FEET.
2. THE TYPICAL DIMENSIONS OF EXTERIOR WALLS OF THE UNIT ARE 0.8 FEET UNLESS OTHERWISE NOTED.
3. THE PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS APPURTENANT TO EACH UNIT AND EACH UNIT'S SHARE OF COMMON EXPENSE IS 11 1/9%.
4. ALL CONDOMINIUM UNITS IN THE BUILDING LOCATED ON THE CONDOMINIUM PROPERTY ARE GIVEN IDENTIFYING NUMBERS, WHICH ARE DELINEATED WITHIN EACH CONDOMINIUM UNIT SPACE IN THIS EXHIBIT 1. THE CONDOMINIUM UNIT NUMBER IS ALSO THE CONDOMINIUM PARCEL NUMBER.
5. THE CONDOMINIUM PROPERTY IS AND SHALL BE SUBJECT TO EASEMENTS, WITHOUT COMPENSATION TO THE ASSOCIATION AND ITS MEMBERS, FOR THE PURPOSES OF DRAINAGE, DRAINAGE MAINTENANCE, UTILITY SERVICES, INCLUDING BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT CO., TELEPHONE COMPANY, SANITARY AND WATER LINES, AND ANY OTHER EASEMENTS DEEMED NECESSARY AT THE SOLE DISCRETION OF THE SPONSOR WHETHER OR NOT GRANTED PRIOR TO THE SUBMISSION OF THE SUBJECT PREMISES TO CONDOMINIUM OWNERSHIP. IN THE EVENT THAT SAID EASEMENTS ARE DEEMED NECESSARY BY THE SPONSOR AFTER THE SUBMISSION OF THE PROPERTY TO CONDOMINIUM OWNERSHIP, THE SPONSOR SHALL BE AND IS HEREIN APPOINTED BY THE CONDOMINIUM ASSOCIATION (BY ITS ACCEPTANCE OF THIS DECLARATION) AND BY THE CONDOMINIUM PARCEL OWNERS (BY THEIR ACCEPTANCE OF THIS DECLARATION AND OF THE DEED TO THEIR CONDOMINIUM PARCEL), AS ATTORNEY-IN-FACT FOR THE CONDOMINIUM ASSOCIATION AND ALL CONDOMINIUM PARCEL OWNERS FOR THE PURPOSES HEREIN EXPRESSED AND THE SAME SHALL REQUIRE THE SIGNATURE OF NO OTHER PARTY WHOMSOEVER.
6. AREAS DESIGNATED, "ROAD EASEMENT", ARE ROAD EASEMENTS FOR INGRESS AND EGRESS OVER, UPON AND ACROSS SAID AREA, FOR THE BENEFIT OF ALL PERSONS RESIDENT UPON THE LANDS KNOWN AS VILLAGE OF TWELVE OAKS AS THE SAME MAY BE CONSTITUTED FROM TIME TO TIME AND THE SPONSOR, ITS EMPLOYEES, GUESTS AND INVITEES; AND ALL PERSONS DESIGNATED BY THE SPONSOR, THE SPONSOR, ITS AGENTS, EMPLOYEES, AND CONTRACTORS, MAY ADDITIONALLY USE SUCH STREETS FOR PURPOSES OF COMPLETING CONSTRUCTION AND DEVELOPMENT OF OTHER BUILDINGS AND IMPROVEMENTS UPON ADJACENT PROPERTIES. THE FOREGOING EASEMENT HEREBY CREATED SHALL BURDEN THE LAND DESCRIBED IN THIS EXHIBIT 1 FOR THE BENEFIT OF THE PARTIES DESCRIBED HEREIN, AND SHALL RUN WITH THE LAND. NO RIGHT SHALL EVER ACCRUE TO THE PUBLIC FROM THIS EASEMENT, AND SAID EASEMENT HEREBY CREATED SHALL ENDURE TO DECEMBER 31, 2076, AND THEREAFTER, FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS SOONER TERMINATED BY A RECORDED DOCUMENT, DULY EXECUTED AND RECORDED BY THE PERSON REQUIRED. SAID EASEMENT MAY BE TERMINATED IN WHOLE OR IN PART, PRIOR TO DECEMBER 31, 2076 OR THEREAFTER, OR CHANGED, RELOCATED, OR EXPANDED TO INCLUDE ADDITIONAL PARTIES UPON THE JOINT CONSENT OF THE SPONSOR, ITS SUCCESSORS AND ASSIGNS, AND THE CONDOMINIUM ASSOCIATION RESPONSIBLE FOR THE OPERATION AND MANAGEMENT OF SAID CONDOMINIUM WHICH IS HEREBY IRREVOCABLY APPOINTED AND AUTHORIZED BY THE CONDOMINIUM PARCEL OWNERS TO EXECUTE SAID INSTRUMENT, AND THE EXECUTION OF SAID INSTRUMENT BY THE CONDOMINIUM PARCEL OWNERS SHALL NOT BE REQUIRED. THE FOREGOING SHALL BE DEEMED TO BE INCLUDED IN THE DECLARATION OF CONDOMINIUM TO WHICH THIS EXHIBIT 1 IS ATTACHED, JUST AS THOUGH IT WERE FULLY SET FORTH THEREIN. THE FOREGOING EASEMENT SHALL BE SUBJECT TO SUCH EASEMENTS AS MAY BE REQUIRED FOR DRAINAGE AND UTILITY SERVICE EASEMENTS AS THE SPONSOR MAY HEREAFTER DEEM NECESSARY, AND THE SPONSOR SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO GRANT SUCH DRAINAGE AND UTILITY SERVICE EASEMENTS OVER, UPON AND ACROSS AND UNDER SAID ROAD EASEMENT AREA AS IT DEEMS NECESSARY, AND THE CONSENT OF NO OTHER PARTY SHALL BE REQUIRED.
7. ALL OPEN SPACES SHOWN HEREON, ie - ALL SPACE WITHIN THE CONFINES OF THE TWELVE OAKS CONDOMINIUM, CLUSTER "F", WHICH ARE NOT DESIGNATED AS CONDOMINIUM UNITS OR HATCHED AS LIMITED COMMON ELEMENTS ARE HEREBY DESIGNATED AS COMMON ELEMENTS.
8. THE SUNKEN LIVINGROOM OF THE CONDOMINIUM UNIT NUMBERS 5F, 6F, 9F AND 12F IS FOUR (4) INCHES BELOW THE FLOOR ELEVATIONS AS SHOWN HEREON FOR THOSE UNITS.
9. LEGEND . . . . . .

———	INDICATES BOUNDARY OF TWELVE OAKS CONDOMINIUM CLUSTER "F".
———	INDICATES BOUNDARY OF INDIVIDUAL CONDOMINIUM UNITS AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM.
////////	INDICATES LIMITED COMMON ELEMENT AS MORE FULLY SET FORTH ON PAGE 5 OF DECLARATION OF CONDOMINIUM.
———	INDICATES THE INTERSECTION OF PLANES OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT. ie - UPPER BOUNDARY OF CONDOMINIUM UNIT AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM.
8.5	INDICATES DISTANCE IN FEET ABOVE THE FLOOR ELEV. AS SHOWN TO THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT AT THE POINT OR EDGE OF PLANE INDICATED.
——→	INDICATES THE DIRECTION OF SLOPE OF THE PLANE OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT. SAID SLOPE IS AT A PITCH OF NOMINALLY 6 FEET OF RISE TO 12 FEET OF RUN, UNLESS OTHERWISE INDICATED.



LOCATION MAP

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS: TWELVE OAKS CONDOMINIUM, CLUSTER "F"

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Wm. R. Van Campen, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the laws of the STATE of FLORIDA, being Surveyor No. 2424.
2. The construction of the improvements to comprise Twelve Oaks Condominium, Cluster "F", a Condominium, is substantially complete so that the materials which comprise this EXHIBIT No. 1 to the Declaration of Condominium of the Twelve Oaks Condominium, Cluster "F", a Condominium, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of said improvements, and the identification, location and dimension of the Common Elements within the Condominium and of each Unit within the Condominium can be determined from said materials.

SWORN TO AND SUBSCRIBED before me this 7th day of [illegible]
Notary Public, State of Florida
My Commission Expires [illegible]

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE PLAT OF TWELVE OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGES 48 AND 49, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT OF TWELVE OAKS; THENCE, RUN SOUTH 16°51'25" WEST, ALONG THE WESTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF 259.59 FEET; THENCE, SOUTH 79°59'45" EAST, A DISTANCE OF 139.39 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 49°53'00" EAST, A DISTANCE OF 129.99 FEET; THENCE, NORTH 74°56'05" EAST, A DISTANCE OF 100.49 FEET; THENCE, SOUTH 89°53'24" EAST, A DISTANCE OF 78.07 FEET; THENCE, SOUTH 44°01'14" EAST, A DISTANCE OF 61.48 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 62.83 FEET; THENCE, NORTH 60°26'04" EAST, A DISTANCE OF 52.81 FEET; THENCE, SOUTH 21°09'31" WEST, A DISTANCE OF 116.82 FEET; THENCE, NORTH 82°15'00" WEST, A DISTANCE OF 35.23 FEET; THENCE, SOUTH 27°45'00" WEST, A DISTANCE OF 61.50 FEET; THENCE, NORTH 76°39'00" WEST, A DISTANCE OF 116.88 FEET; THENCE, NORTH 39°23'20" WEST, A DISTANCE OF 116.43 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 17.34 FEET; THENCE, NORTH 88°19'31" WEST, A DISTANCE OF 160.97 FEET; THENCE, NORTH 22°42'30" EAST, A DISTANCE OF 234.53 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.816 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

PALM BEACH REC 2901 PAGE 1692

BOOK 13365 PAGE 1813

BOOK 13565 PAGE 10'

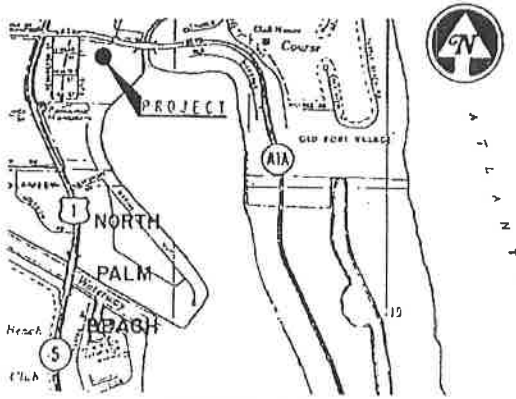
EXHIBIT 1
TWELVE OAKS CONDOMINIUM, CLUSTER "C"
SURVEY

SURVEY NOTES

1. THE ELEVATION OF THE BENCH MARK, FLOOR AND CEILING ARE NGS MEAN SEA LEVEL DATUM AND ARE EXPRESSED IN FEET.
2. THE TYPICAL DIMENSIONS OF EXTERIOR WALLS OF THE UNIT ARE 0.8 FEET UNLESS OTHERWISE NOTED.
3. THE PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS APPURTENANT TO EACH UNIT AND EACH UNIT'S SHARE OF COMMON EXPENSE IS 7.6923 1/13%.
4. ALL CONDOMINIUM UNITS IN THE BUILDING LOCATED ON THE CONDOMINIUM PROPERTY ARE GIVEN IDENTIFYING NUMBERS, WHICH ARE DELINEATED WITHIN EACH CONDOMINIUM UNIT SPACE IN THIS EXHIBIT 1. THE CONDOMINIUM UNIT NUMBER IS ALSO THE CONDOMINIUM PARCEL NUMBER.
5. THE CONDOMINIUM PROPERTY IS AND SHALL BE SUBJECT TO EASEMENTS, WITHOUT COMPENSATION TO THE ASSOCIATION AND ITS MEMBERS, FOR THE PURPOSES OF DRAINAGE, DRAINAGE MAINTENANCE, UTILITY SERVICES, INCLUDING BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT CO., TELEPHONE COMPANY, SANITARY AND WATER LINES, AND ANY OTHER EASEMENTS DEEMED NECESSARY AT THE SOLE DISCRETION OF THE SPONSOR WHETHER OR NOT GRANTED PRIOR TO THE SUBMISSION OF THE SUBJECT PREMISES TO CONDOMINIUM OWNERSHIP. IN THE EVENT THAT SAID EASEMENTS ARE DEEMED NECESSARY BY THE SPONSOR AFTER THE SUBMISSION OF THE PROPERTY TO CONDOMINIUM OWNERSHIP, THE SPONSOR SHALL BE AND IS HEREIN APPOINTED BY THE CONDOMINIUM ASSOCIATION (BY ITS ACCEPTANCE OF THIS DECLARATION) AND BY THE CONDOMINIUM PARCEL OWNERS (BY THEIR ACCEPTANCE OF THIS DECLARATION AND OF THE DEED TO THEIR CONDOMINIUM PARCEL), AS ATTORNEY-IN-FACT FOR THE CONDOMINIUM ASSOCIATION AND ALL CONDOMINIUM PARCEL OWNERS FOR THE PURPOSES HEREIN EXPRESSED AND THE SAME SHALL REQUIRE THE SIGNATURE OF NO OTHER PARTY WHOMSOEVER.
6. AREAS DESIGNATED, "ROAD EASEMENT", ARE ROAD EASEMENTS FOR INGRESS AND EGRESS OVER, UPON AND ACROSS SAID AREA, FOR THE BENEFIT OF ALL PERSONS RESIDENT UPON THE LANDS KNOWN AS VILLAGE OF TWELVE OAKS AS THE SAME MAY BE CONSTITUTED FROM TIME TO TIME AND THE SPONSOR, ITS EMPLOYEES, GUESTS AND INVITEES, AND ALL PERSONS DESIGNATED BY THE SPONSOR. THE SPONSOR, ITS AGENTS, EMPLOYEES, AND CONTRACTORS, MAY ADDITIONALLY USE SUCH STREETS FOR PURPOSES OF COMPLETING CONSTRUCTION AND DEVELOPMENT OF OTHER BUILDINGS AND IMPROVEMENTS UPON ADJACENT PROPERTIES. THE FOREGOING EASEMENT HEREBY CREATED SHALL BURDEN THE LAND DESCRIBED IN THIS EXHIBIT 1 FOR THE BENEFIT OF THE PARTIES DESCRIBED HEREIN, AND SHALL RUN WITH THE LAND. NO RIGHT SHALL EVER ACCRUE TO THE PUBLIC FROM THIS EASEMENT, AND SAID EASEMENT HEREBY CREATED SHALL ENDURE TO DECEMBER 31, 2076, AND THEREAFTER, FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS SOONER TERMINATED BY A RECORDED DOCUMENT, DULY EXECUTED AND RECORDED BY THE PERSON REQUIRED. SAID EASEMENT MAY BE TERMINATED IN WHOLE OR IN PART, PRIOR TO DECEMBER 31, 2076 OR THEREAFTER, OR CHANGED, RELOCATED, OR EXPANDED TO INCLUDE ADDITIONAL PARTIES UPON THE JOINT CONSENT OF THE SPONSOR, ITS SUCCESSORS AND ASSIGNS, AND THE CONDOMINIUM ASSOCIATION RESPONSIBLE FOR THE OPERATION AND MANAGEMENT OF SAID CONDOMINIUM WHICH IS HEREBY IRREVOCABLY APPOINTED AND AUTHORIZED BY THE CONDOMINIUM PARCEL OWNERS TO EXECUTE SAID INSTRUMENT, AND THE EXECUTION OF SAID INSTRUMENT BY THE CONDOMINIUM PARCEL OWNERS SHALL NOT BE REQUIRED. THE FOREGOING SHALL BE DEEMED TO BE INCLUDED IN THE DECLARATION OF CONDOMINIUM TO WHICH THIS EXHIBIT 1 IS ATTACHED, JUST AS THOUGH IT WERE FULLY SET FORTH THEREIN. THE FOREGOING EASEMENT SHALL BE SUBJECT TO SUCH EASEMENTS AS MAY BE REQUIRED FOR DRAINAGE AND UTILITY SERVICE EASEMENTS AS THE SPONSOR MAY HEREAFTER DEEM NECESSARY, AND THE SPONSOR SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO GRANT SUCH DRAINAGE AND UTILITY SERVICE EASEMENTS OVER, UPON AND ACROSS AND UNDER SAID ROAD EASEMENT AREA AS IT DEEMS NECESSARY, AND THE CONSENT OF NO OTHER PARTY SHALL BE REQUIRED.
7. ALL OPEN SPACES SHOWN HEREON, ie - ALL SPACE WITHIN THE CONFINES OF THE TWELVE OAKS CONDOMINIUM, CLUSTER "C", WHICH ARE NOT DESIGNATED AS CONDOMINIUM UNITS OR HATCHED AS LIMITED COMMON ELEMENTS ARE HEREBY DESIGNATED AS COMMON ELEMENTS.
8. THE SUNKEN LIVINGROOM OF THE CONDOMINIUM UNIT NUMBERS 19C, 24C AND 29C IS FOUR (4) INCHES BELOW THE FLOOR ELEVATIONS AS SHOWN HEREON FOR THOSE UNITS.
9. CONDOMINIUM UNIT NUMBERS 20C, 23C, 25C AND 30C ARE TWO STORY C.B.S. STRUCTURES ALL OTHER CONDOMINIUM UNITS SHOWN HEREON ARE ONE STORY C.B.S. STRUCTURES.

10. LEGEND

- INDICATES BOUNDARY OF TWELVE OAKS CONDOMINIUM CLUSTER "C"
- INDICATES BOUNDARY OF INDIVIDUAL CONDOMINIUM UNITS AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM.
- INDICATES LIMITED COMMON ELEMENT AS MORE FULLY SET FORTH ON PAGE 5 OF DECLARATION OF CONDOMINIUM.
- INDICATES THE INTERSECTION OF PLANES OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT, ie - UPPER BOUNDARY OF CONDOMINIUM UNIT AS MORE FULLY SET FORTH ON PAGE 4 OF DECLARATION OF CONDOMINIUM.
- .85 INDICATES DISTANCE IN FEET ABOVE THE FLOOR ELEV. AS SHOWN TO THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT AT THE POINT OR EDGE OF PLANE INDICATED.
- INDICATES THE DIRECTION OF SLOPE OF THE PLANE OF THE INTERIOR SURFACE OF THE ROOF SHEETING ABOVE EACH UNIT. SAID SLOPE IS AT A PITCH OF NOMINALLY 6 FEET OF RISE TO 12 FEET OF RUN, UNLESS OTHERWISE INDICATED.



LOCATION MAP

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

re: TWELVE OAKS CONDOMINIUM, CLUSTER "C"

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Wm. R. Van Camper, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the laws of the STATE of FLORIDA, being Surveyor No. 2424.
2. The construction of the improvements to comprise Twelve Oaks Condominium, Cluster "C", a Condominium, is substantially complete so that the materials which comprise this Exhibit No. 1 to the Declaration of Condominium of the Twelve Oaks Condominium, Cluster "C", a Condominium, together with the provisions of said Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the Common Elements within the Condominium and of each Unit within the Condominium can be determined from said materials.

FURTHER AFFIANT SAITH NAUGHT.

Wm. R. Van Camper, P.L.S.
Fla. Certificate No. 2424

SWORN TO AND SUBSCRIBED before me this 24 day of MAY, 1978.

Notary Public, State of Florida
My Commission Expires: 5-15-80

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE PLAT OF TWELVE OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGES 48 AND 49, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PLAT OF TWELVE OAKS; THENCE RUN NORTH 01°51'50" EAST, ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 267.55 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE CONTINUE NORTH 01°51'50" EAST, ALONG SAID WEST LINE, A DISTANCE OF 404.97 FEET; THENCE SOUTH 88°19'31" EAST, A DISTANCE OF 214.52 FEET; THENCE, NORTH 03°03'00" EAST, A DISTANCE OF 17.34 FEET; THENCE, SOUTH 39°23'20" EAST, A DISTANCE OF 116.43 FEET; THENCE, SOUTH 03°13'39" WEST, A DISTANCE OF 272.74 FEET; THENCE, SOUTH 01°26'08" EAST, A DISTANCE OF 51.25 FEET; THENCE, SOUTH 89°35'32" WEST, A DISTANCE OF 292.45 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2.554 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

PALM OFF 2865 PAGE 1466
BEACH REC

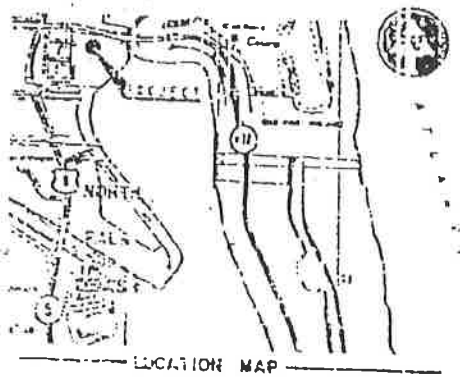
WENCH WALKER | CONSULTING ENGINEERS, INC.

SHEET 1 OF 4

EXHIBIT I

TWELVE OAKS CONDOMINIUM, CLUSTER "B"

SURVEY



LOCATION MAP

BOOK 385 PAGE 1015
Dorothy H. Wilken, Clerk

RECORD REF 7843PAGE 743

This is not a survey

TWELVE OAKS
11410 U. S. Highway No. 1
North Palm Beach, Florida

Description of
TWELVE OAKS

A parcel of land in Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, bounded on the North by the right-of-way for State Road No. 703, on the East by the waters of Lake Worth, on the South by the South line of Government Lot 6, and on the west by the West line of Government lot 6; said parcel of land being more particularly described as follows:

BEGINNING at the Southwest Corner of said Government Lot 6; thence on an assumed bearing, bear North 1°51'50" East, along the West line of said Government Lot 6, a distance of 911.52 feet; thence bear North 16°51'25" East, a distance of 299.59 feet to an intersection with the Southerly right-of-way line of State Road No. 703; thence bear South 84°58'00" East, along said Southerly right-of-way line, a distance of 776.95 feet, to the Point of Curvature of a curve concave to the South having a radius of 1432.69 feet; thence bear Easterly, along the arc of said curve through a Central Angle of 2°35'58", a distance of 65.00 feet; thence bear South 15°02'00" West, a distance of 15.00 feet; thence bear South 74°58'00" East, a distance of 90.00 feet, more or less; thence bear South 28°09'00" West, a distance of 116.81 feet; thence bear South 4°40'23" West, a distance of 133.46 feet; thence bear South 34°03'00" East, a distance of 155.85 feet; thence bear South 28°42'26" West, a distance of 119.27 feet; thence bear South 29°00'31" East, a distance of 90.15 feet; thence bear South 52°09'39" West, a distance of 86.05 feet; thence bear South 29°43'03" West, a distance of 103.32 feet; thence bear South 57°53'25" West, a distance of 139.82 feet; thence bear South 61°48'09" West, a distance of 105.95 feet; thence bear South 44°13'51" West, a distance of 100.04 feet; thence bear South 40°47'39' West, a distance of 100.04 feet; thence bear South 20°49'33" West, a distance of 69.85 feet; thence bear South 12°27'09" East, a distance of 69.84 feet; thence bear South 42°30 45" West, a distance of 27.00 feet, more or less, to the South line of Geverrment Lots 6 and 7; thence bear North 86°52'35" West, along said South line of Government Lots 6 and 7, a distance of 545 feet, more or less, to the POINT OF BEGINNING.

Recorded in O R Book 5
Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

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

BEFORE ME, the undersigned authority, personally appeared _____ to me well known to be the individual(s) described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this _____ day of _____, 19___.

My Commission Expires: _____ (SEAL)
Notary Public, State of Florida at Large

Recorded in O R Book &
Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court