RETURN TO:
Business Development Center LLC
3307 Northlake Blvd., Ste. 107
Palm Beach Gardens, FL 33403

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Sharon R. Bock, CLERK & COMPTROLLER
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DECLARATION OF CONDOMINIUM OF DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., A CONDOMINIUM

1. Submission Statement

A. Submission Statement - BUSINESS DEVELOPMENT CENTER, LLC, a Florida Limited Liability Company (hereinafter called the "Developer"), owns the fee simple title to that certain real property in Palm Beach County, Florida, legally described in Exhibit "1" annexed hereto. Developer does hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., A CONDOMINIUM (the "Condominium").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each Unit Owner, its heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the Common Elements as defined herein.

2. Definitions

As used herein and in the By-Laws attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

B. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner, and shall include both regular and special assessments.

C. "Association" or "Corporation" means DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

D. "Board" means the Board of Directors of the Association.

E. "By-Laws means the By-Laws of the Association.

F. "Committee" means a group of members of the Board of Directors, Unit Owners or Board of Directors and Unit Owners appointed by the Board of Directors or a member of the Board of Directors to make recommendations to the Board of Directors regarding the Association budget or take action on behalf of the Board of Directors.

G. "Common Elements" means the portion of the Condominium Property not included in the Units.

H. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or the By-Laws; and (4) any valid expenses or debts against the Condominium as a whole.

I. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

J. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

K. "Condominium Building" or "Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

L. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

M. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

N. "Condominium Property" means and includes the land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium, provided, however, that the same does not include HVAC systems.

O. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

P. "Developer" means Business Development Center, LLC, a Florida Limited Liability Company.

Q. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, the Federal National Mortgage Association or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or any other lender approved by the Association pursuant to the provisions of Paragraph 18, holding a mortgage encumbering a Condominium Unit.

R. "Limited Common Elements" means those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of all other Units.

S. "Owner" or "Unit Owner" means that person or entity owning a Condominium Unit.

T. "Party Wall" means any common wall that exists between adjacent Condominium Units.

U. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by an annual budget.

V. "Unit" or "Condominium Unit" means a portion of the Condominium Property which is subject to exclusive ownership; said Unit being a Unit space designated as "Condominium Unit" on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "1".

3. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

A. A Condominium Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each Unit is identified by an alphanumeric designation as set forth in Exhibit "1". The boundaries of a Unit are as follows:

Lower Boundary - The undecorated, unfinished upper surface of the floor, as extended to the perimetrical boundaries thereof.

Upper Boundary - The undecorated, unfinished lower surface of the ceiling, as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries - The undecorated, unfinished interior surface of the perimeter walls of the Unit extended to their intersection with the upper and lower boundaries.

Common Boundaries Between Units - Where two Units are next to each other, the common vertical plane that extends from and connects the upper and lower boundaries and the other perimetrical boundaries of each such Unit.

Apertures - Where there is an aperture to any perimetrical boundary, including, but not limited to, windows and doors (including garage doors), the vertical boundary shall be extended at 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 interior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fired to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings, or screens shall be included within the Units and shall not be deemed a Common Element.

Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weight bearing structure, and shall exclude all pipes, ducts, wires, cables, conduits and other facilities running through any interior walls or partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances whether located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit: air conditioning and heating system, filters, coils, heating strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures and cabinets.

B. Limited Common Elements - The Limited Common Elements for each Unit, if any, are depicted in Exhibit "1" and they shall be maintained as provided in Section 10 below. All Limited Common Elements shall be an appurtenance to the designated Unit. Any outside lighting fixtures on the Condominium Property and serving only a Unit adjacent to such area is a Limited Common Element appurtenant to such adjacent Unit.

C. Condominium Parcel - There shall pass with each Unit as an appurtenance thereto:

(1) An undivided interest in the Common Elements.

(2) An undivided share in the Common Surplus.

(3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(4) Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.

(5) Membership for the Unit Owner in the Association and, on all matters on which the membership of the Association shall be entitled to vote, a vote for the Unit according to the percentage ownership of such Unit in the Common Elements, as set forth on Exhibit "D" to this Declaration, subject to the rights and obligations of membership therein.

(6) The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.

(7) The use of assigned Limited Common Elements, subject to the provisions of this Declaration.

(8) A non-exclusive easement for ingress and egress over the parking tracts, walks and other rights-of-way of the Common Elements necessary to provide access to the public ways.

D. The Owner of a Unit is entitled to the exclusive possession of its Unit. It shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements) and a joint mutual easement for that purpose is hereby created.

(1) Each Owner shall pay the cost of maintaining all glass doors and windows contained within its Condominium Unit, the replacement or repair of windows and window operators, wiring, electrical outlets and fixtures which are wholly within the Unit; and of ordinary cleaning and maintenance of the Unit. Each Owner shall also pay the cost of maintaining the air conditioning and water heaters servicing its Unit. Rules and regulation regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

4. <u>Restraint Upon Separation and Partition of Limited</u>

Common Elements and Common Elements

The appurtenant Limited Common Elements (which are shown on Exhibit "1" attached hereto) and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The Share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

5. Common Elements

Common Elements includes within its meaning the following items:

A. All of the real property, other than the Units as the same are defined herein, all of which are more particularly described and set forth in Exhibit "1". Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring, cable and all other facilities for the furnishing of utility services to Units and the Common Elements; all structural walls, beams and members located within the Units and easements of support in every portion of a Unit which contributes to the support of the improvements; and all personal property held and maintained for the joint use and enjoyment of all of the Owners of all Units.

B. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units.

6. Condominium Property and Identification of Units

A. Attached hereto as Exhibit "1" is a sketch of the survey of the land being submitted to condominium ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

B. The identification, location and dimensions of each Unit, the Limited Common Elements and the Common Elements appear on Exhibit "1". Each Unit has been given an numeric designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "1" in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the Limited Common Elements and Common Elements appurtenant thereto. The legend and notes contained in Exhibit "1" are incorporated herein and made a part hereof by reference.

7. Ownership of Common Elements; Shares of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to the Unit Owner's Unit which includes, but is not limited to, the following items which are appurtenant to the Units, and voting rights, as indicated:

A. Common Elements - The undivided shares, stated as percentages, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto and made a part hereof as Exhibit "4".

B. Common Surplus - Each Unit Owner shall own any Common Surplus of the Association in the same percentage as the Common Expenses appurtenant to each Unit are shared, as set forth in Exhibit "4". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus.

8. Amendment to Declaration

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

(1) 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.

(2) An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by the members of the Association holding at least 25% of the total vote of the entire membership. Directors and members not present in person or by proxy at the meeting considering the amendment may submit in writing their agreement or disagreement with any action taken at the meeting that the Director or Member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum. Except

as elsewhere provided, a resolution adopting the proposed amendment must be approved at a duly called and held meeting by either:

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the vote of the entire membership of the Association; or

(b) Not less than eighty percent (80%) of the vote of the entire membership of the Association; or

(c) Prior to turnover by the Developer to the Owners, by two-thirds (2/3) of the Board of Directors.

B. No amendment shall change any Condominium Parcel nor a Unit Owner's share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment and unless all the record owners of all other units approve the amendment. Such prior consent of the mortgagee may not be unreasonably withheld.

C. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees. Such prior consent of the mortgagee may not be unreasonably withheld.

D. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3), the Developer reserves the right to change the interior designs and arrangement of all Units; to alter the boundaries between Units, and to alter the exterior boundary of any building containing Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units, or materially increase a Unit Owner's maintenance expense without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and approved by the Developer and any Institutional Mortgagee whose mortgage encumbers the said altered Units. Such prior consent of the mortgagee may not be unreasonably withheld. Such consent need not be approved by the Association, Unit Owners, lienors or mortgagees of other unaffected Units, whether or not their joinder is elsewhere required for amendments. The survey shall be certified in the manner required by the Act.

E. Notwithstanding anything to the contrary herein, and unless otherwise prohibited by the Act, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not increase the maximum number of Units or materially affect the rights of Unit Owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

F. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, as described in Sub-paragraph D, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

(1) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

(2) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval by writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

(a) Not less than thirty-three and one-third percent (33-1/3%) of the entire membership of the Board of Directors and by not less than ten percent (10%) of the votes of the entire membership of the Unit Owners; or

(b) Not less than twenty-five percent (25%) of the votes of the entire membership of the Unit Owners; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

G. Until the last Unit within the Condominium Property is delivered to purchasers, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of Unit(s) by the Developer. This paragraph may not be amended without the Developer's consent, so long as the Developer owns a unit.

9. <u>The Association; Its Powers and Responsibilities</u>

A. The Condominium is governed and administered by DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as

Exhibit "2". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Paragraph 8 of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. Except as provided above in Paragraph 8, no amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record Owner or Owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

B. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereto and made a part hereof as Exhibit "3". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(1) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or Limited Common Elements or to any Unit. In the case of emergency such as, but not limited to, structural damage, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided.

(2) The power to levy and collect Assessments from Unit Owners and to maintain, repair and replace the Common Elements, and Limited Common Elements.

(3) The duty to maintain accounting records according to good accounting practices, which shall include, without limitation, working capital accounts, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

(4) The power to enter into contracts with others, for valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements, and maintenance of all accounting records. The duty and responsibility to maintain and preserve the landscaping, painting, repairing and replacement of the Common Elements and Limited Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior surface of his

Unit appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit. In maintaining landscaping, the Association shall maintain reasonable visibility from the street of Unit Owner's signage installed as permitted by governmental authorities having jurisdiction.

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

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

(7) The power to mortgage the Condominium Property as a whole, upon consent of 100% of the Unit Owners; Provided, however, the Board, without the consent of the Unit Owners, shall have the right to assign the Association's right to collect Assessments in order to secure any financing provided to the Association for repair, maintenance or capital improvements.

(8) Parking headstones may be marked and maintained by the Association with the actual Unit designations, in a uniform manner and style, guest spaces shall be available on a first come first serve basis.

C. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record. Such prior consent of the mortgagee may not be unreasonably withheld.

D. Each Unit shall be entitled to a vote equal to their percentage ownership in Common Elements, and to be cast in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

F. 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, so that such Unit Owners shall have the right to intervene and defend.

G. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

10. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association - The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common Elements and Limited Common Elements, except any outside lighting fixtures serving only one Unit. Should said maintenance, repair or replacement be caused by the negligence or misuse of a Unit Owner, employee, guest or invitee, the Unit Owner shall be responsible therefore, and the Association shall have the right to levy the cost for same against such Unit Owner which right to levy arises from such Unit Owner's failure to comply with the terms of this Declaration. Notwithstanding anything to the contrary set forth herein, where a Limited Common Element consists of a Party Wall, the Unit Owner(s) who have the exclusive right to use the same, shall bear the cost to maintain such Party Wall.

(2) All incidental damage caused to a Unit by such work described in Paragraph 10.A.1. Such incidental damage above shall be promptly repaired at the expense of the Association, including but not limited to any damage to improvements made within the Common Element, while repairing same. However, the Association shall not be liable for the expense of removing and reinstalling such improvements.

(3) All Property owned by the Association.

B. By the Condominium Unit Owner - The responsibilities of the Condominium Unit Owner shall be as follows:

(1) To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association as provided in Paragraph 10.A. Unit Owner shall be responsible for maintenance of any hurricane shutters installed by unit Owner or for Unit Owner's behalf.

(2) Within the Unit to maintain, repair and replace at Unit Owner's expense all appliances and equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building, or any Limited Common Element, except for the respectful display of one portable, removable, United States Flag.

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

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

C. Alteration and Improvement of Common Elements - There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members of the Association casting not less that sixty-six and two-thirds percent (66-2/3%) of the total votes of the members of the Association present at any regular or special meeting of the Association called for that purpose. The cost of the foregoing shall be assessed as Common Expenses of the Condominium.

D. Alteration of Unit - Except as provided in Paragraph 28 hereinafter, no Owner of a Condominium Unit shall make or cause to be made any structural modifications or alterations or replacements in Owner's Unit, or the exterior doors of Owner's Unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger any Building. Any application from a Unit Owner for the installation, replacement or maintenance of hurricane shutters and where such application conforms with hurricane shutter specifications adopted by the Board of Directors, shall not be deemed a material alteration to the Common Elements of the Condominium. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Unit Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of any Building, including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning units which may protrude through the walls or roof of any Building, or in any manner change the appearance of the exterior of any Building or any portion of any Building not totally within the Unit, without the prior written consent of the Association, except for the respectful display of one portable, removable, United States

Flag. No Unit Owner or any other person shall install upon the roof, exterior of any Building, the Condominium Property, or the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electromechanical device, decorative item or affixed furnishing, without the prior written consent of the Association.

E. Liability of Unit Owner - Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause 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 charge the cost thereof to said Unit Owner and such charge shall constitute a special assessment against such Unit Owner's Unit.

F. Insurance Proceeds - Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible, is made by the Association and such loss is covered by insurance maintained by the Association, the proceeds of the insurance received by the Association 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, actually paid.

11. Enforcement of Maintenance

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, any management firm retained by the Association, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to charge the Unit Owner for the necessary sums to put the improvements within the Unit in good condition. Such charge shall constitute a special assessment against such Unit Owner's Unit, and shall entitle the Association to file a lien for non-payment of such special assessment and foreclose said lien in the manner elsewhere provided.

The Association shall have the right to have its employees or agents enter the Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Further, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy any violation of Paragraph 10 which may cause damage to the Common Elements or to another Unit or Units, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

12. Common Expenses

A. Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Condominium Act, this Declaration and the By-Laws.

B. All costs of water, gas, trash and garbage collection and sewage service to the Condominium Property shall be a Common Expense of the Condominium.

C. All costs of water, gas, trash and garbage collection and sewage service to the several Buildings shall be allocated to the Units within that Building and billed, collected and enforced in the same manner as a Common Expense of the Condominium. Said costs shall be allocated to Units within the Building in accordance with their respective interests in the Common Elements as set forth in Exhibit "D", as a percentage of the total of such interests contained within the Building of which the Unit(s) are a part.

D. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "4".

13. Assessments; Liability, Liens, Priority, Interest and Collections

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while the Owner of a Unit, except as provided in Paragraph 14 below. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

B. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Paragraph 12 above pertaining thereto. Assessments shall be payable quarterly or in such other installments and at such times as may be fixed by the Board of Directors.

C. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses for the fiscal year, for any reason whatsoever, or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association.

(1) The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the 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.

(2) The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained in the general operating portion of the budget which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

D. 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 or the Condominium Act. All monies received from Assessments except for reserve funds may be commingled with other monies held by the Association. Reserve and operating funds may be combined for investment purposes. All Assessments received by the Association shall be held for the benefit of the Unit Owners. 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.

E. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which an Owner is entitled to use or enjoy.

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the Association shall charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty-five dollars ($25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

G. The Association shall have a lien upon each Condominium Parcel, which shall secure payment of all Assessments, interest and expenses provided for in this Declaration and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

H. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association may be entitled, at the Court's discretion, to receive rent from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Unit. The rent required to be paid shall be equal to the rent charged on comparable type of Condominium Units in Palm Beach County, Florida.

I. The liability of a first Mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure or the unpaid assessment that became due prior to the Mortgagee's acquisition of title, is limited to the lesser of: (1) the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately proceeding the acquisition of title and for which payment in full has not been received by the Association; or (2) one (1%) percent of the original mortgage debt. The provisions of this paragraph shall not apply unless the first Mortgagee joins the Condominium Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Mortgagee. Any unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquiror, acquirer's successors and assigns. It is understood that such acquiror shall be liable for acquirer's share of Common Expenses or Assessments attributable to acquirer's Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are like-wise proportionately excused from such payment.

J. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

14. Exemption for Developer

The Developer shall be excused from the payment of Common Expenses as provided in the Act, for the period commencing from the date of recordation of the Declaration of Condominium and terminating twelve (12) months from the date of recordation of the Declaration, or the date of turnover of Association control from the Developer to the Unit Owners other than the Developer, or, upon written notice by the Developer to the Association, whichever occurs first (the "Guarantee Period"). During this time period, the Developer guarantees that the level of Assessments for Common Expenses for a Unit in the Condominium will not exceed $1400.00 per year for each percentage share of that Unit's share in the Common Elements, until the Guarantee Period is terminated. During the Guarantee Period, the Developer shall pay the portion of Common Expenses incurred which exceed the amounts assessed against the other Unit Owners in the Condominium. Upon the expiration of this Guarantee Period, the Developer shall have the option to extend the Guarantee Period for an additional twelve (12) months. Notwithstanding this limitation, if the Developer controlled Association maintains all insurance coverages required by Florida Statutes, the Common Expenses incurred during the Guarantee Period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, may be assigned against all Unit Owners owning units on the date of such natural disaster or act of God, and their successors and assigns, including the Developer with respect to Units owned by the Developer. In the event of such an assessment, all Units shall be assessed in accordance with their ownership interest in the Common Elements as described on Exhibit "4".

15. Limitation of Liability

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which the Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the By-Laws (including any interest, penalties, costs or attorney's fees provided for therein in the event of delinquency).

B. A Unit Owner shall be liable for injuries or damages resulting from an accident in Unit Owner's Unit to the same extent and degree that the owner of any commercial property would be liable for an accident occurring within such owner's property.

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

16. Liens

A. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Paragraph 16, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners; Provided, however, the Board, without the consent of the Unit Owners, shall have the right to assign the Association's right to collect Assessments in order to secure any financing provided to the Association for repair, maintenance or capital improvements.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to the Owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event one lien is filed against two or more Condominium Units and the lien becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

17. Easements

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services, Drainage and Governmental Services - Easements are reserved under, through and over the Condominium Property as may be required for utility services (including cable), drainage and governmental services in order to serve the Condominium. An Owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services or governmental services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency. Governmental Services shall include police and fire protection, garbage collection and postal service.

B. Pedestrian Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the By-Laws.

C. Easement for Unintentional and Non-Negligent Encroachments - If a Unit shall encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support - The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit Owners, heirs, lessees, invitees, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements - To the extent not already granted prior to recording of this Declaration, the Developer (during any period in which there are any unsold Units in the Condominium) and the Association each shall have the right to grant such additional electric, telephone, cable, gas or other utility easements, easements for vehicular and pedestrian access, ingress and egress, easements for vehicular, pedestrian and construction access, conservation easements, easements for public pedestrian traffic along walkways, and to relocate any existing easements in any portion of the Condominium Property, and to grant access or other easements and relocate any existing access or other easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of Unit Owners, or for the purpose of carrying out any provisions of this Declaration, or as required by any governmental entity having jurisdiction; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Unit Owner or Mortgagee shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

18. Conveyances, Sales, Rentals, Leases and Transfers

In order to insure a community of congenial occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium, the sale, leasing, rental and transfer of Units shall be subject to the following provisions:

A. Transfer Subject to Approval

(1) Sale - No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit Owner.

(2) Lease - No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another existing Unit Owner, except as provided herein:

(a) The Unit Owner will be jointly and severally liable with the tenant (and subtenant) to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant (or subtenant).

(3) Gift - If any Unit Owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association.

(4) Other Transfers - If any Unit Owner proposed to transfer his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of the Association.

(5) Approval by Association - The approval of the Association which is required for the transfer by sale, gift, lease or otherwise, of Units shall be obtained in the following manner:

(a) Sale - A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease - A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to the approval by the Association.

(c) Gift; Other Transfers - A Unit Owner who proposes to transfer his title by gift or in any other manner not heretofore considered, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require, and a copy of all instruments to be used in transferring title.

(d) Failure to Give Notice - If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it received the required notice on the date of actual knowledge of such transfer.

(6) Certificate of Approval

(a) Sale - If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

(b) Lease - If the proposed transaction is a lease, then, within twenty (20) days after receipt of the information required pursuant to Paragraph 5(b), the Association must either approve or disapprove the proposed lessee. If approved, the approval shall be in a Notice executed by an officer of the Association.

(c) Gifts - If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice required in Paragraph 5(c) above, the Association must either approve or disapprove the transfer of title. If approved, the approval shall be stated in a Certificate executed by the proper officers of the Association in recordable form and shall be delivered to the grantee and shall be recorded in the public records of Palm Beach County, Florida.

(7) Disapproval - Valid bases for disapproval shall include, without limitation, providing false information to the Association in connection with the transfer, intended use of the Unit that would violate the terms of this Declaration or where the intended use would present a danger to the Common Areas, Limited Common Areas, Units, Unit Owners or third parties. If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(a) Sale - If the proposed transaction is a sale, the Association shall send a Notice of Disapproval to the Unit Owner within twenty (20) days after receipt of the information required pursuant to Paragraph 5(a).

(b) Lease - If the proposed transaction is a lease, the Association shall send a Notice of Disapproval to the Unit Owner within twenty (20) days after receipt of the information required pursuant to Paragraph 5(b).

(c) Gifts; Other Transfers - If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of the Association regarding occupancy of the Unit. The Association may also require (but not as a condition of approval) the name of the person(s) entitled to cast the votes for the Unit.

B. Mortgage - No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an Institutional Mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

C. Exceptions -

(1) The foregoing provisions of this Paragraph shall not apply to a transfer or purchase by an Institutional Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

(2) The Developer and its successors or assigns shall be excused from the provisions of this Paragraph specifically regarding the sale and transfer of Units.

D. Unauthorized Transactions - Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

E. Allowable Transfers - The foregoing provisions of this Paragraph 18 shall not be applicable to transfer of Units from (1) a trustee to its beneficiary, (2) a beneficiary to its trustee (3) a Unit Owner to a corporation, limited liability company or partnership where the Unit Owner is a principal shareholder, member, or partner, as applicable, (4) a Unit Owner to a Trustee, where the Unit Owner is the Trustee or a beneficiary.

The Association, in its discretion, may charge a transfer fee in connection with the sale, mortgage, lease, sub-lease, or other transfer of a Unit but in no event may such fee exceed $100.00. However, if the lease is a renewal of a lease with the same lessee, no charge shall be made.

The Association may condition approval of any sale, lease, gift or other transfer upon payment of fines as specified in Article XIII of the By-Laws.

F. Deemed Approval - In the event that the Association fails to act by giving either approval or disapproval under this Paragraph 18 within the time frames set forth, or, if no time-frame is set forth, within thirty (30) days of written request, then the matter for which approval was sought in writing shall be deemed approved.

19. Obligations of Unit Owners

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

A. Promptly pay the Assessments (whether regular or special) levied by the Association.

B. Maintain in good condition and repair, Owner's Unit. Owner shall also provide regular maintenance to all interior surfaces within Owner's Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to Owner's Unit. If charges for water are billed to the Association by the provider, instead of directly to the Unit Owner, the Association may, at the election of the Association, either bill same to the Unit Owners based upon their percentage ownership as set forth on Exhibit "D", or cause the Units to be separately flow-metered, billing the cost of water to the Unit Owner based upon that Unit Owner's proportionate use, and, in either event, such billing shall be paid, enforced and collected in the same manner as Common Expenses.

C. Not permit or suffer anything to be done or kept in Owner's Unit which will increase the insurance rates on Owner's Unit or on the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable odors, noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in Owner's Unit or on the Common Elements.

D. Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under Owner do likewise.

E. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, or to any outside or exterior portion of any Building, except as set forth hereinbefore, except for the respectful display of one portable, removable, United States Flag.

F. Show no sign, advertisement or notice of any type on the Common Elements or Owner's Unit, except as may be provided for in the Rules and Regulations of the Association.

G. Make no repairs to any security system, plumbing, cable or electrical wiring except within a Unit. Such repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall only pay for and be responsible for repairs within the Common Elements.

H. Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against Unit Owner's Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Unit Owner in Owner's "Condominium Parcel" and in the "Limited Common Elements" appurtenant thereto and in the "Common Elements" shall be considered as a Unit. The value of each Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit in this Declaration.

20. Insurance

A. Liability Insurance - The Board of Directors of the Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least $1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

B. Casualty Insurance -- Purchase of Insurance - The Association shall obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings of a Unit, which shall be the responsibility of the Unit Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

C. Flood Insurance -- Purchase of Insurance - If the Condominium is located in a flood zone requiring insurance, the Association shall obtain flood insurance, if available, insuring all of the insurable improvements within the Condominium (including personal property owned by the Association), in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings of a Unit, or the Unit Owners personal property, all of which shall be the responsibility of the Unit Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

D. Application of Insurance Proceeds - The proceeds of casualty insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only - The proceeds paid to the Association for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be transferred to the Association Working Capital account or such reserve accounts as the Board shall determine, subject to the rights of any mortgagees. If the insurance proceeds shall be insufficient to pay the cost of the repair,

replacement or reconstruction of such Common Elements, the Association shall use, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

(2) Units - The proceeds paid to the Association for loss of or damage to any Building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the Building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be transferred to the Association Working Capital account or such reserve accounts as the Board shall determine, subject to the rights of any mortgagees. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units, the Association shall charge the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in the proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the insurance proceeds to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any par thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged, shall be assessed by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

E. Distribution of Proceeds - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Association, in the following manner:

(1) Reconstruction or Repair - If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds (insurance proceeds less the expenses of the Association) shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be

enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair - If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial Owners as surplus in the manner elsewhere stated.

F. Reconstruction or Repair After Casualty - Whether, and in the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

(1) Building - If any Building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(a) Total Destruction of Building - If a Building is totally destroyed or is so damaged that no Unit therein is useable, the Building and improvements comprising Common Elements shall not be reconstructed, and the Condominium shall be terminated unless the Owners of Units to which sixty-six and two-thirds percent (66-2/3%) of the Common Elements are appurtenant agree in writing, within one hundred twenty (120) days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(b) Damage to and Destruction of Part of a Building - If some, but not all, of any Building is damaged and/or destroyed and one or more of the Units remains useable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the Building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within one hundred twenty (120) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

(c) Common Elements - Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

G. Construction Funds - All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(1) Unit Owners - The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit Owners, shall be paid by the Association to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

(2) Association -- Minor Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than twenty-five thousand and no/100 dollars ($25,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than twenty-five thousand and no/100 dollars ($25,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial Owners of the fund in a manner elsewhere herein stated; except however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(5) Plans and Specifications - Any repair and restoration must be substantially in accordance with the plans and specifications for the original Building, or as the Building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be un-reasonably withheld.

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

I. Worker's Compensation - A workers' compensation policy may be obtained by the Association in the discretion of the Board. If obtained, any such policy shall have a minimum of $500,000.00 Employer's Liability Coverage.

J. Unit Owner's Responsibility to Insure - Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property and party walls, and such insurance, where applicable, shall contain waiver of subrogation, if available.

21. Eminent Domain or Condemnation Proceedings

The Association is hereby irrevocably appointed agent for each Unit owned for the purpose of representing the Unit Owners in any condemnation proceedings or in negotiating settlements or agreements with the condemning authority for acquisition of the common areas, or part thereof.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

22. Rules and Regulations

A. As to Common Elements and Limited Common Elements - The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements and Limited Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, mail to Owners or post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Condominium Units - The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, written notice of any Board meeting at which amendments to rules regarding use will be considered, shall be mailed or hand delivered to Unit Owners, and posted not later than fourteen (14) days prior to such meeting.

C. Rules and Regulations - Each rule and regulation shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their employees, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by a majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the By-Laws.

23. Maintenance Contracts

If there shall become available to the Association a program of contract maintenance for air conditioning compressors serving all individual Condominium Units or any other mechanical or technical system, which the Association determines is for the benefit of the Condominium Unit Owners to consider, then, upon resolution of the Unit Owners by a majority of those voting in person or by proxy at a special meeting of the Association at which a quorum is present, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a Common Expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Condominium Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing in such written undertakings, as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

24. Management Agreement

The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

25. Termination of Condominium

The Condominium may be terminated in the following manner:

A. Destruction - If it is determined in the manner provided in Paragraph 20 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement - As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all holders of recorded liens affecting any of the Condominium Parcels. If the proposed termination is submitted to a meeting of the Association, and if the approval of seventy-five percent (75%) of the Owners and their mortgagees is obtained, in writing, not later than sixty (60) days after 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 after 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 the termination, or not voting, may within fifteen (15) days after 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:

(1) 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 Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

(2) Price - The sales price for each Condominium 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 Condominium Unit, the price shall be determined by an appraiser appointed by the legal counsel of the Association. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered by any court of competent jurisdiction.

(3) Payment - The purchase price shall be paid in cash.

(4) Form - The contract shall be in the form of the most recent published Florida Bar Standard Commercial Contract for Sale and Purchase then in use in Palm Beach County, Florida.

(5) Closing. The sale of all Condominiums Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Condominium Unit to be purchased.

C. 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 be effective upon the certificate being recorded in the Public Records of Palm Beach County, Florida.

D. Shares of Owners After Termination - After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association 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 percent (100%). If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the By-Laws.

E. Amendment - This Paragraph 25 concerning termination cannot be amended without the written consent of not less than eighty (80%) percent of all Unit Owners, and the record owners of mortgages upon their Condominium Units.

26. Assignability of Rights of Developer

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated in writing by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successor-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer, so long as such person or entity executes an agreement acknowledging its acceptance of the rights as well as the obligations of Developer.

27. Execution of Documents Required by Governmental Authorities

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of any or all Unit Owners in this Condominium, each of said Owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

28. Changes in Developer-Owned Units

So long as the record Owner of any Unit(s) affected, and the record owners of liens on such affected Unit(s) join in any amendment and at least a majority of the record Owners of all other units approve the amendment, Developer shall have the right, subject to Florida Statute 718.113(3), to do the following modifications provided such modifications do not materially increase a Unit Owner's maintenance obligation, except as provided herein:

A. Make alterations, additions or improvements in, to and upon Units or buildings containing Units, owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

B. Change the layout in any Developer-owned Units.

C. Change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise.

D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

The provisions of this Paragraph may not be added to, amended or deleted without the prior written consent of the Developer so long as the Developer holds at least one Unit in the Condominium for sale in the ordinary course of business.

29. Use and Occupancy Restrictions

A. The Unit. Each Unit shall be used only for commercial purposes within the definition of governmental authorities having jurisdiction, zoning designation for the Condominium Property or any other legal commercial purpose which would not require more parking spaces than permitted under the City of West Palm Beach zoning designation for the Condominium Property, and for no other purpose. All such uses shall be subject to the existing development orders and approvals of the City of West Palm Beach, for the project and all matters of record along with approval, in writing, by the Board of Directors of the Association.

The Unit Owner shall not permit or suffer anything to be done or kept in the Unit which will increase the rate of insurance on his Unit, the Common Elements, the Limited Common Elements or the Condominium Property, or which will obstruct or interfere with the rights of the other Unit Owners, or annoy them by unreasonable noises, noxious fumes, or otherwise; nor shall the Unit Owner commit or permit any nuisance or illegal act in or about the Condominium Property.

B. Each Unit Owner, or occupant of the Unit shall be responsible for the proper handling, storage and disposal of any toxic or hazardous waste, as that term is defined by local, state and federal statutes, regulations or ordinances. Should any Unit Owner or occupant not properly use, store or dispose of such hazardous waste, any charge for the cleanup of such hazardous waste (including fines and penalties) shall constitute a lien against such Unit.

C. Area of Work. Absolutely no work shall be done on the Condominium Property outside of a Unit.

D. Non-Hazardous Waste. Each Unit Owner or occupant of a Unit shall dispose of all non-toxic and non-hazardous waste in the receptacle located within the Common Elements. Any refuse that is left in or about the exterior of a Unit may be disposed of by the Association and the charge for same shall constitute a lien against the offending Unit. A Unit Owner may store their own garbage receptacle on the Common Element with the prior written consent of the Association. Such consent may include limitation on size and location of the garbage receptacle.

E. Exteriors. The Unit Owner shall not cause anything to be hung, displayed, placed on or extended over the exterior walls of a Condominium Building or on or about the Condominium Property without the prior written approval of the Association.

F. Signs and Antennae. Unit Owners may display a sign, advertisement or notice on the exterior of a Unit's Glass Window or Door. No such sign, advertisement or notice may be placed on the Common Elements or any other portion of the Condominium Property. Any such sign, advertisement or notice must be submitted to the Board of Directors for approval prior to any such installation. Subject to all state, federal and local laws, no Unit Owner shall erect any exterior antennae, satellite dish or aerials upon their Unit, the Limited Common Elements, the Common Elements or any portion of the Condominium Property. This restriction shall specifically not include the Developer or any Units owned by the Developer.

G. Nuisances. No use or practice which is either an annoyance to Unit Owners or an interference with the peaceful possession and proper use of the Condominium Property by the Unit Owners shall be allowed. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard to exist. Nuisance shall include without limitation, any of the following conditions: (a) omission of dust, sweepings, dirt, cinders, fumes, odors, gases, vapors, acids and other substances into the atmosphere that may adversely effect the use or intended use of any Unit or may adversely effect the health, safety or comfort of the persons in the Condominium; (b) discharge of waste or any substance or material of any kind into any public or Association maintained sewer serving the Condominium, or any part thereof, in violation of any law, rule or regulation of any public body or utility having jurisdiction thereof; (c) the reception at any point outside the boundaries of a Unit, of noise or vibrations from any activity, machine, device or combination thereof location in that Unit, that unreasonably interferes with the use or enjoyment of any other unit. All parts of the Condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or the Common Elements that will increase the cost of insurance upon the Condominium Property above that required when the Unit is used for the approved purposes, or that will result in a cancellation of such insurance.

H. Odor and Noise Abatement. No odor or noise shall be permitted to be transmitted from one Unit to another. In the event the Board of Directors of the Association determines that any such odor or noise is being transmitted from one Unit to another Unit and that such odor or noise is unreasonable, the Owner of such Unit shall, at its own expense, take such steps as shall be necessary to abate the odor or noise to the satisfaction of the Board of Directors of the Association. In the event the Owner of the Unit fails to abate the odor or noise, the Board of Directors shall take such steps as shall be necessary to abate the odor or noise and the Unit Owner shall be liable to the Association for all expenses incurred by the Association in abating the odor or noise, including reasonable attorney's fees.

30. Remedies

A. 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 Act or law. Suit may be brought by the Developer, the Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all levels of appeal. 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 or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorney's Fees - In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees through all levels of appeal. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general and limited partners of the Developer or the initial directors of the Association) for any reason whatsoever, including, but not limited to, (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Prospectus, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorney's fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Palm Beach County for the purpose of testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver - The failure of the Association, any management firm, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or, the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative - All rights, remedies and privileges granted to Association, any management firm, the Developer and Unit Owners pursuant to 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 rights, 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".

E. Venue; Waiver of Trial by Jury - Every Unit Owner or occupant and all persons claiming any interest in a Condominium Unit do hereby 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 State 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 Developer and any management firm do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Appointment of Agent - 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 Palm Beach County, Florida. The provisions of this subparagraph F shall not be applicable to the Developer or any management firm.

31. Party Wall Obligation.

A. Party Walls shared by the Units, if any, shall be a Limited Common Element for the perpetual benefit of and use by the Unit Owners, including their heirs, assigns, successors and grantees, of each such Unit adjoining such Party Wall.

B. In the event of damage to or destruction of the Party Walls from any cause whatsoever, other than the negligence or wilful misconduct of a Unit Owner or their lessees, employees, guests or invitees, the Units adjoining such Party Wall shall repair and rebuild said Party Wall. Whenever such Party Wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be of the same size, of the same or similar materials and of like quality. Provided that, if such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of any Unit Owner(s), or their lessees, employees, guests or invitees, any expense incidental thereto shall be borne solely by such wrongdoer(s). If a Unit Owner shall refuse to pay its share, upon the request of the other Unit Owners adjoining the Party Wall, the Association may have such Party Wall repaired or reconstructed and shall be entitled to charge against the Unit Owner so failing to pay, for the amount of such defaulting Unit Owner's share of the repair or replacement. Any Unit Owner making use of the Party Wall shall do so in such manner as to preserve all rights of the adjacent Unit Owner in the Party Wall, and shall save the adjacent Unit Owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

C. The Unit Owner of any Unit sharing a Party Wall with the adjoining Unit shall not possess the right to cut windows or other openings in the Party Wall, nor to make any alterations, additions or structural changes in the Party Wall.

D. The Owner of any such Unit shall have the right to the full use of said Party Wall as a Limited Common Element for whatever purposes it chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Unit Owner of an adjoining Unit or its enjoyment of said Party Wall as a Limited Common Element or in any manner impair the value of said Party Wall as a Limited Common Element.

E. Notwithstanding anything to the contrary contained in this Article 31, the Developer reserves the right to alter any Party Wall and to combine or modify the boundaries of two or more Units for the exclusive use of such Unit so long as Developer owns the Units so altered (which alterations made by the Developer to a Unit it owns is hereinafter referred to as the "Developer's Alterations").

F. To the extent Developer's Alterations do not alter the boundaries of the Common Elements and do not materially and adversely affect a Unit Owner other than Developer, as reasonably determined by the Developer, then an amendment of this Declaration shall be filed by Developer to reflect the Developer's Alteration. Such amendment need be signed and acknowledged only by the Developer and shall not require approval of the Association, or the Unit Owners or Mortgagees whether or not such approvals are elsewhere required for an amendment to this Declaration. This amendment shall adjust a share of Common Elements, Common Expenses and Common Surpluses attributable to the Units being affected by the Developer's Alterations such that the new combined or modified Units's or Units' total share of Common Elements, Common Expenses and Common Surplus equals the exact total of the combined or modified Units prior to such combination or modification and will not in any way change or alter the percentages of Common Elements, Common Expenses or Common Surplus attributable to all the Units in the condominium, and may be made as a Developer's amendment so long as Developer owns the Units for which the shares are being so justified.

G. If the Developer's Alteration as described above alters the boundaries of the Common Elements, or materially and adversely affects a Unit other than the Developer as reasonably determined by the Developer, then, in that instance, the Developer shall first require an amendment to this Declaration in a manner provided herein. This amendment shall adjust a share of Common Elements, Common Expenses and Common Surplus attributable to the Unit being affected by the Developer's Alternations.

32. <u>Additional Provisions</u>

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. The Board of Directors of the Association must obtain the approval of at least seventy five percent (75%) of the Unit Owners prior to instigating any legal action other than actions dealing with the collection of assessments, the protestation of taxes or to enforce the terms of the Declaration, Articles, By-Laws or rules and regulations, against a Unit Owner. Notwithstanding the amendment provisions of Paragraph 8 of the Declaration, this Paragraph can not be amended without the approval of at least seventy-five percent (75%) of the Unit Owners.

C. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

D. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (l) change the pro-rata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium. Such consent of the Mortgagee may not be unreasonably withheld.

E. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of the Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

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

G. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

H. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as sales office and/or model Units. Any sales offices and/or model Units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name this 18 TH day of OCTOBER, 2006.

Signed, sealed and delivered in the presence of:

DEVELOPER:
BUSINESS DEVELOPMENT CENTER, LLC,
A Florida Limited Liability Company

By: ______________________
JOSEPH F. CROSSEN, Managing Member

____
Print Name: WILLIAM F. LEWIS

____
Print Name: DONNA L. WESTACOTT

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

The foregoing instrument was acknowledged before me this 18th day of October, 2006, by Joseph F. Crossen as Managing Member of BUSINESS DEVELOPMENT CENTER, L.L.C., a Florida Limited Liability Company, who is personally known to me or has produced ________________ as identification.

____
NOTARY PUBLIC
COMMISSION EXPIRES:______

STACY A. RODRIGUEZ
MY COMMISSION # DD 376579
EXPIRES: January 15, 2009
Bonded Thru Notary Public Underwriters

JOINDER OF CONDOMINIUM ASSOCIATION

NOW COMES THE DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a not-for-profit Florida corporation, for Ten Dollars and other good and valuable consideration, and joins in the above and foregoing Declaration of Condominium, and accepts all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the foregoing Declaration and Exhibits attached hereto.

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a not-for-profit Florida corporation

By:____________________
Joseph F. Crossen, President

William F. Lewis
Print Name: WILLIAM F LEWIS
Donna L. Westcott
Print Name: DONNA L. WESTCOTT

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

The foregoing instrument was acknowledged before me this 18th day of October, 2006, by Joseph F. Crossen, as President of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a not-for-profit Florida corporation, who is personally known to me or has produced _______________ as identification.

____
NOTARY PUBLIC
COMMISSION EXPIRES:_____

STACY A. RODRIGUEZ
MY COMMISSION # DD 376579
EXPIRES: January 15, 2009
Bonded Thru Notary Public Underwriters

Version 9/30/06

JOINDER OF MORTGAGEE

FIDELITY FEDERAL BANK& TRUST, the owner and holder of a Construction Mortgage recorded at Official Records Book 19258, Page 1807, Palm Beach County, Florida, Public Records and an Assignment of Rents recorded at Official Records Book 19258, Page 1815, Palm Beach County, Florida, Public Records, agrees as follows:

1. FIDELITY FEDERAL BANK & TRUST joins in the execution of this Declaration of Condominium of Downtown Business Park Condominium, Inc., a Condominium.

DATED October 18, 2006.

FIDELITY FEDERAL BANK & TRUST

Gina L. Gillette
Print Name: Gina C. Gillette

By: [signature]
John M. Ahrenholz, First Vice President
Senior Loan Officer

[signature]
Print Name: SANTINA CINCOTTA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of October, 2006, by John M. Ahrenholz, as ~~First~~ Senior Vice President/Senior Loan Officer of Fidelity Federal Bank & Trust, who is personally known to me or has produced ______________________________ as ~~identification~~.

Gina L. Gillette
Notary Public Gina C. Gillette

GINA L. GILLETTE
Notary Public - State of Florida
My Commission Expires Apr 7, 2008
Commission # DD 305266

EXHIBIT "1" TO

DECLARATION OF CONDOMINIUM OF

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

BOUNDARY SURVEY
LEGAL DESCRIPTION
SITE PLAN
UNIT SURVEY

SURVEYOR'S CERTIFICATE

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JOHN E. PHILLIPS III, WHO AFTER FIRST BEING 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. 4826.

2. THAT THE CONSTRUCTION OF THE IMPROVEMENTS FOR DOWNTOWN BUSINESS CENTER, A CONDOMINIUM, AND ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES, AND ACCESS TO THE UNITS, AND COMMON ELEMENT FACILITIES SERVING THE DOWNTOWN BUSINESS CENTER, A CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE, AND THAT THE ATTACHED SURVEY, SITE PLAN, AND GRAPHIC DESCRIPTION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS, AND OF EACH UNIT, CAN BE DETERMINED FROM THESE MATERIALS.

FURTHER AFFIANT SAYETH NAUGHT

10/11, 2006

John E. Phillips III

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4826

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 11th DAY OF October, 2006.

Diane K. Nast

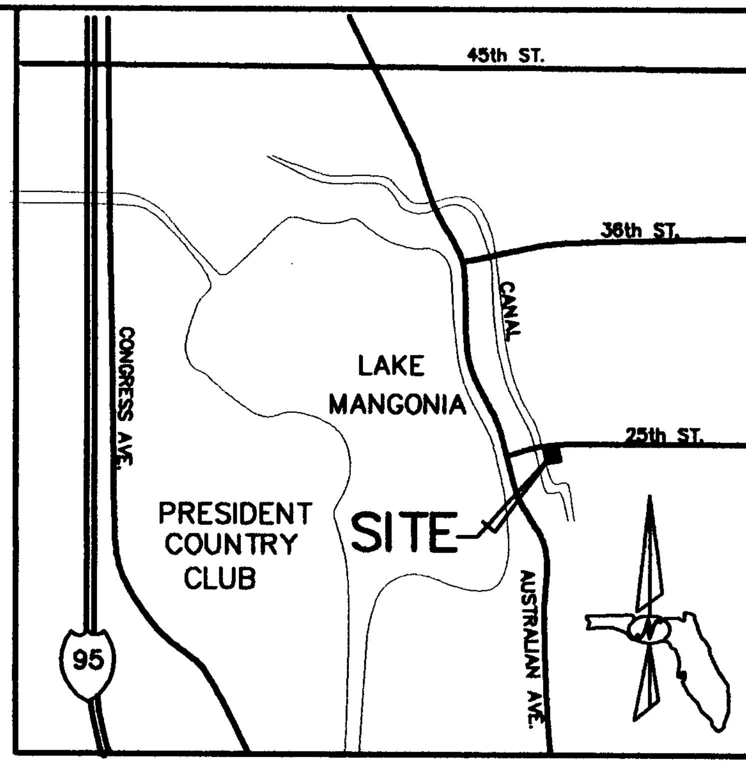
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 8/17/09

NOTARY PUBLIC-STATE OF FLORIDA
Diane K. Nast
Commission # DD566254
Expires: AUG. 17, 2009
BONDED THRU ATLANTIC BONDING CO., INC.

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SURVEYOR'S CERTIFICATE
DOWNTOWN BUSINESS CENTER, A CONDOMINIUM

DRAWN:	MDB	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	NONE
DOWNTOWN BUSINESS CENTER		DATE:	9/13/06
		SHEET 1 OF 40	



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

TRACT "CC" ACCORDING TO THE PLAT OF AUSTRALIAN PARK, WEST PALM BEACH, AS RECORDED IN PLAT BOOK 28, PAGES 4–6, IN AND FOR THE RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PORTION THEREOF:

FROM THE POINT OF BEGINNING, BEING THE NORTHEAST CORNER OF TRACT "CC";
THENCE SOUTH 4°48'15" EAST ALONG THE EASTERLY BOUNDARY OF TRACT "CC", A DISTANCE OF 632.52 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID TRACT "CC";
THENCE NORTH 89°57'00" WEST ALONG THE SOUTH BOUNDARY OF TRACT "CC", A DISTANCE OF 197.56 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1665.68 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY OF TRACT "CC", THROUGH A CENTRAL ANGLE OF 2°10'37", A DISTANCE OF 63.29 FEET;
THENCE NORTH 4°48'15" WEST ALONG A LINE PARALLEL WITH, 260 WESTERLY OF, AND MEASURED AT RIGHT ANGLES TO THE EASTERLY BOUNDARY OF TRACT "CC", A DISTANCE OF 634.39 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY OF 25th STREET, BEING ALSO THE NORTHERLY BOUNDARY OF TRACT "CC";
THENCE SOUTH 89°48'15" EAST ALONG THE NORTHERLY BOUNDARY OF TRACT "CC" A DISTANCE OF 260.99 FEET MORE OR LESS TO THE POINT OF BEGINNING, LESS THE SOUTH 9.0 FEET THEREOF.

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SKETCH OF BOUNDARY SURVEY

DRAWN:	MDB	PROJ. No.	06–024
CHECKED:	JEP	SCALE:	NONE
DOWNTOWN BUSINESS CENTER		DATE:	9/13/06
		SHEET 2 OF 40	

SURVEY REPORT

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 61G17.002(8), FLORIDA ADMINISTRATIVE CODE.
   DATE OF SURVEY: APRIL 27, 2006.
2. SURVEY BASED ON THE PLAT OF AUSTRALIAN PARK, WEST PALM BEACH, PLAT BOOK 28, PAGE 6.
3. BEARING BASIS: S04°48'15"E ALONG THE EAST BOUNDARY TRACT "CC", PLAT OF AUSTRALIAN PARK.
4. THE LEGAL DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 17242, PAGE 878.
5. AREA = 3.011 ACRES, MORE OR LESS.
6. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.
7. THE EXISTING USE OF THE SUBJECT PROPERTY IS TWO (2) WAREHOUSE BUILDINGS, WITH 34 WAREHOUSE UNITS. THIS USE IS EXPECTED TO CONTINUE.
   THIS USE FALLS WITHIN THE SUBURBAN RISK CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE.
   ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
8. THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR THE PREPARATION OF CONDOMINIUM EXHIBITS FOR THE WAREHOUSE UNITS.
   THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
9. THIS SURVEY WAS PREPARED FOR TO THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
   A) SORGINI & SORGINI, P.A.
   B) ATTORNEYS TITLE INSURANCE FUND
   C) FIDELITY FEDERAL BANK & TRUST
   D) COMPLETE PROPERTY MANAGEMENT, INC.
   E) DOWNTOWN BUSINESS, LLC
10. © COPYRIGHT 2006 BY BROWN & PHILLIPS, INC.
    THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY.
    THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER.
    REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

ABBREVIATIONS

℄ – CENTERLINE
R/W – RIGHT-OF-WAY
IR – IRON ROD
IR/C – IRON ROD WITH CAP AS NOTED
R – RADIUS
Δ – CENTRAL ANGLE
A – ARC LENGTH
CONC. – CONCRETE
C.B.S. – CONCRETE BLOCK STRUCTURE
P.B. – PLAT BOOK
O.R.B. – OFFICIAL RECORD BOOK
D.B. – DEED BOOK
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
U.E. – UTILITY EASEMENT
A.E. – ANCHOR EASEMENT

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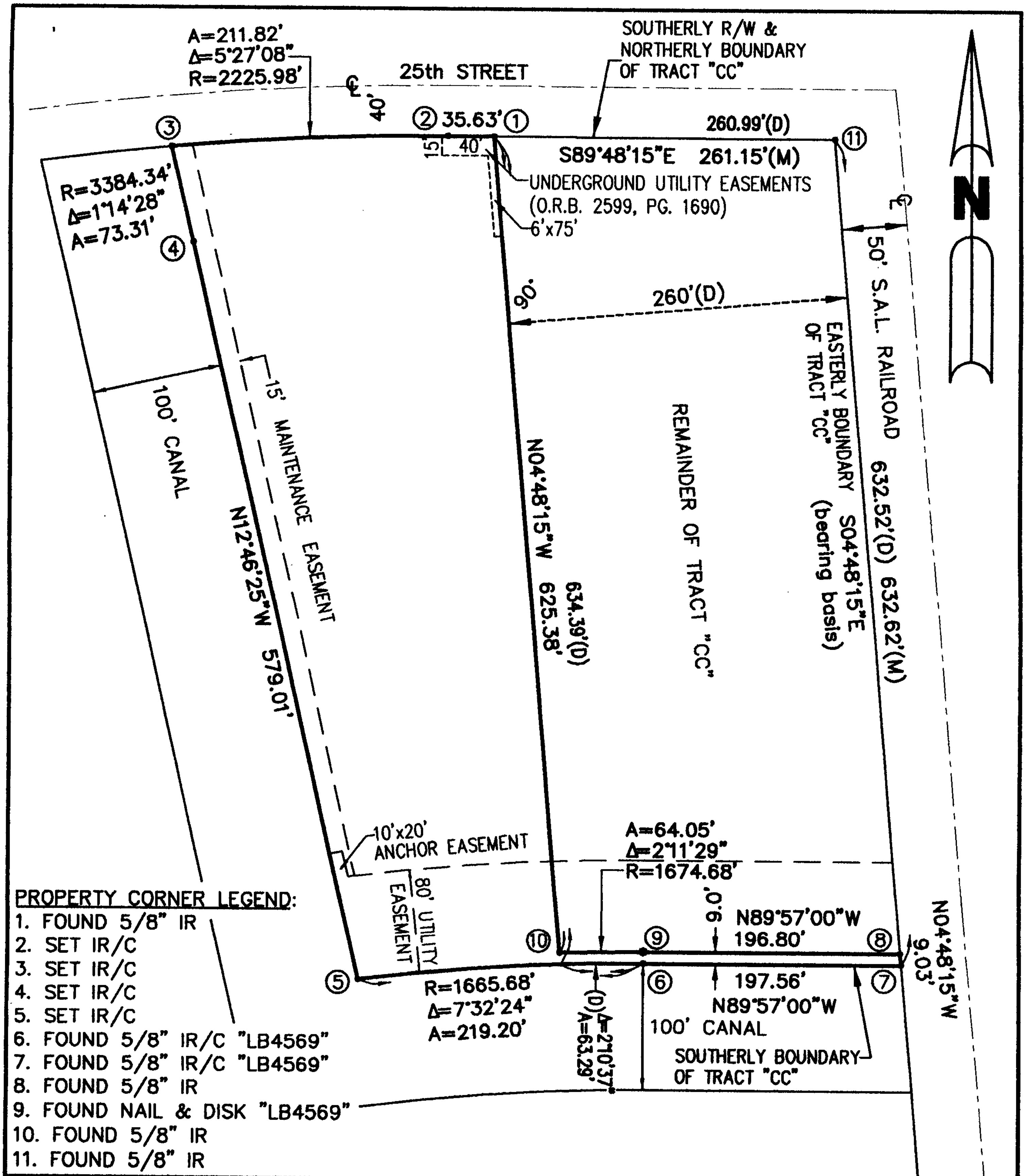
SKETCH OF BOUNDARY SURVEY

DRAWN: MDB	PROJ. No. 06-024
CHECKED: JEP	SCALE: NONE
DOWNTOWN BUSINESS CENTER	DATE: 9/13/06
	SHEET 3 OF 40



PROPERTY CORNER LEGEND:

1. FOUND 5/8" IR
2. SET IR/C
3. SET IR/C
4. SET IR/C
5. SET IR/C
6. FOUND 5/8" IR/C "LB4569"
7. FOUND 5/8" IR/C "LB4569"
8. FOUND 5/8" IR
9. FOUND NAIL & DISK "LB4569"
10. FOUND 5/8" IR
11. FOUND 5/8" IR

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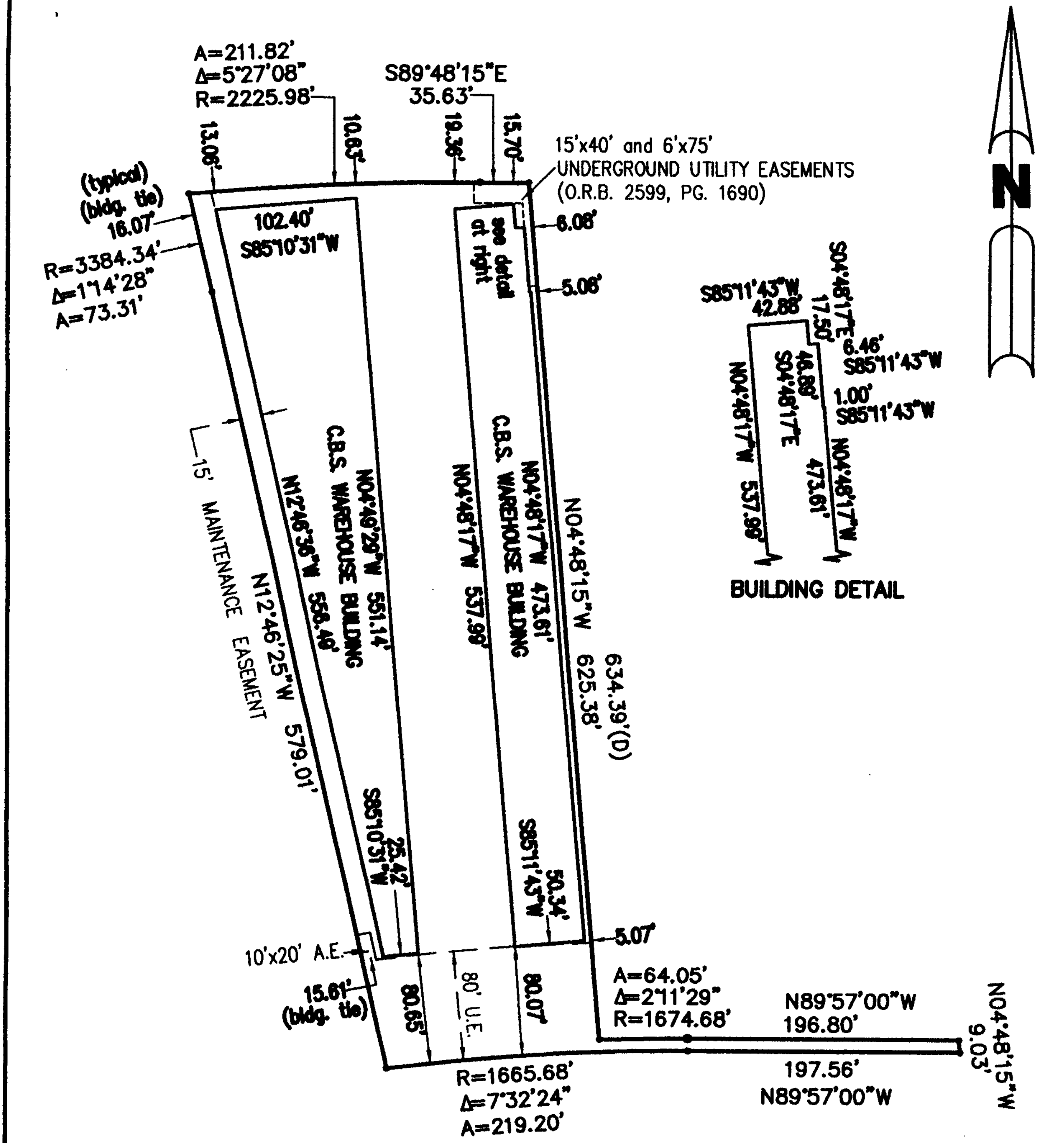
SKETCH OF BOUNDARY SURVEY

DRAWN:	MDB	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 100'
DOWNTOWN BUSINESS CENTER		DATE:	9/13/06
		SHEET 4 OF 40	



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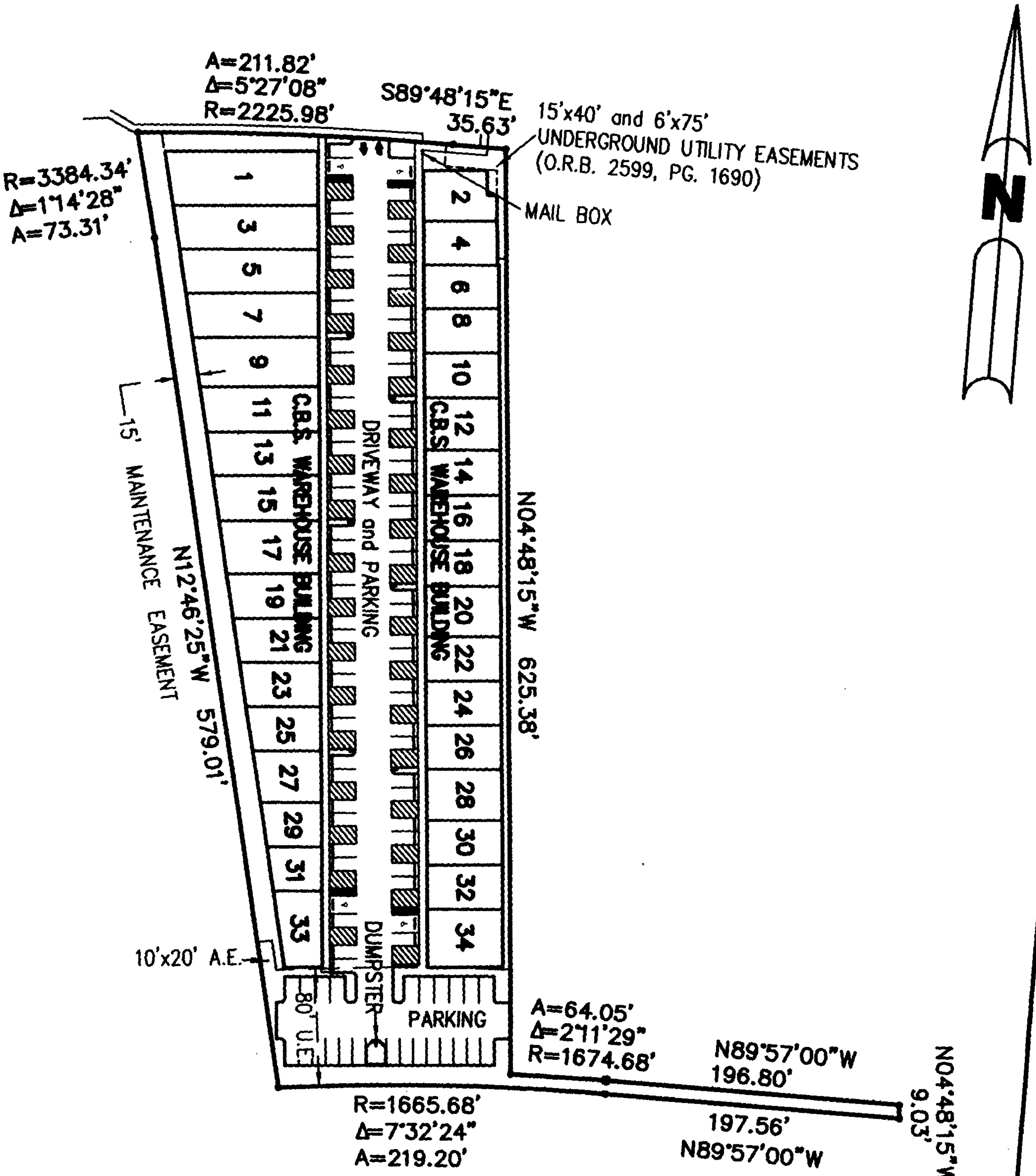
SKETCH OF BOUNDARY SURVEY

DRAWN:	MDB	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 100'
DOWNTOWN BUSINESS CENTER		DATE:	9/13/06
		SHEET 5 OF 40	



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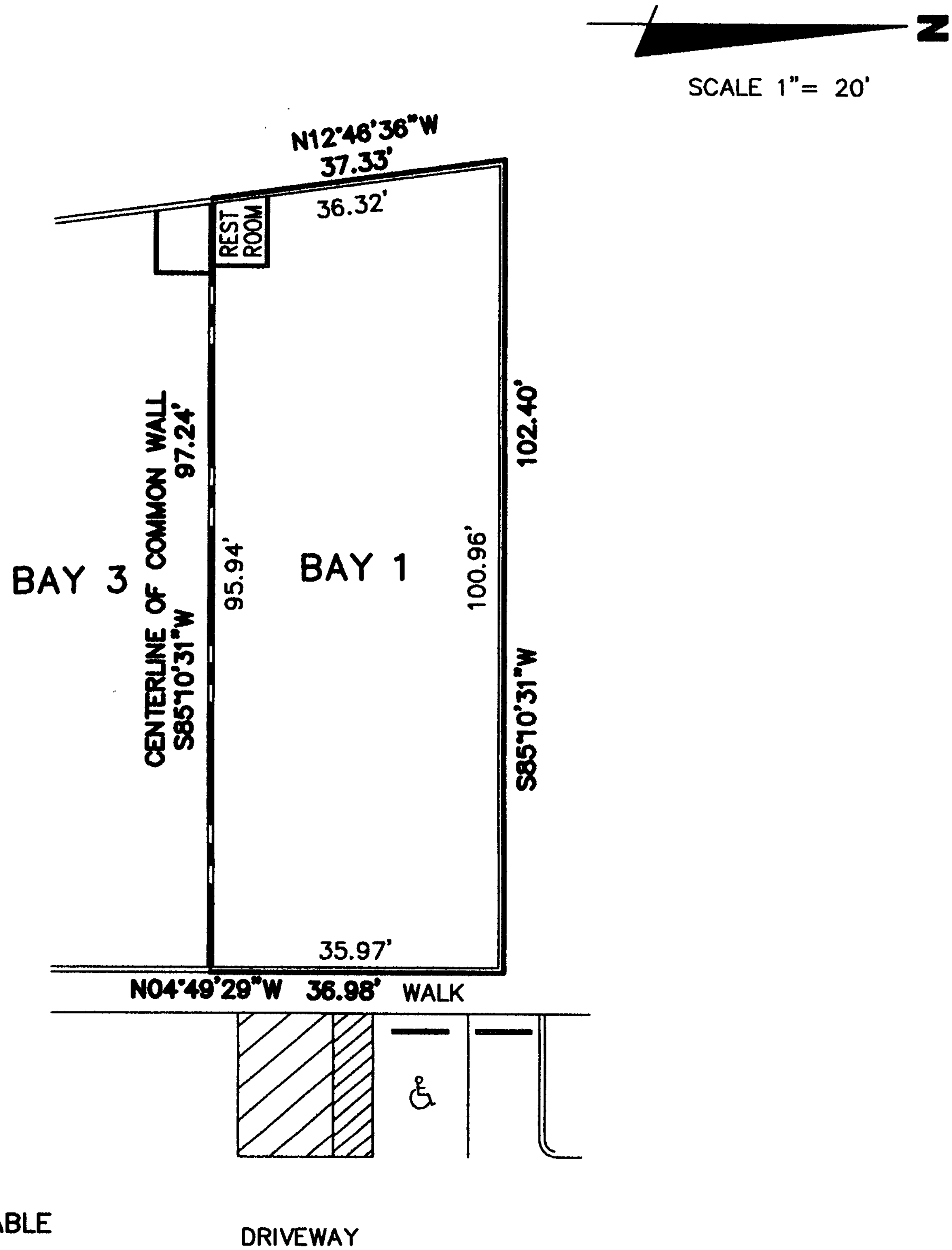
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER, A CONDOMINIUM

DRAWN:	MDB	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 100'
SITE PLAN		DATE:	9/13/06
		SHEET 6 OF 40	



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.74 (lowest)
=35.87 (highest)

BROWN & PHILLIPS, INC.
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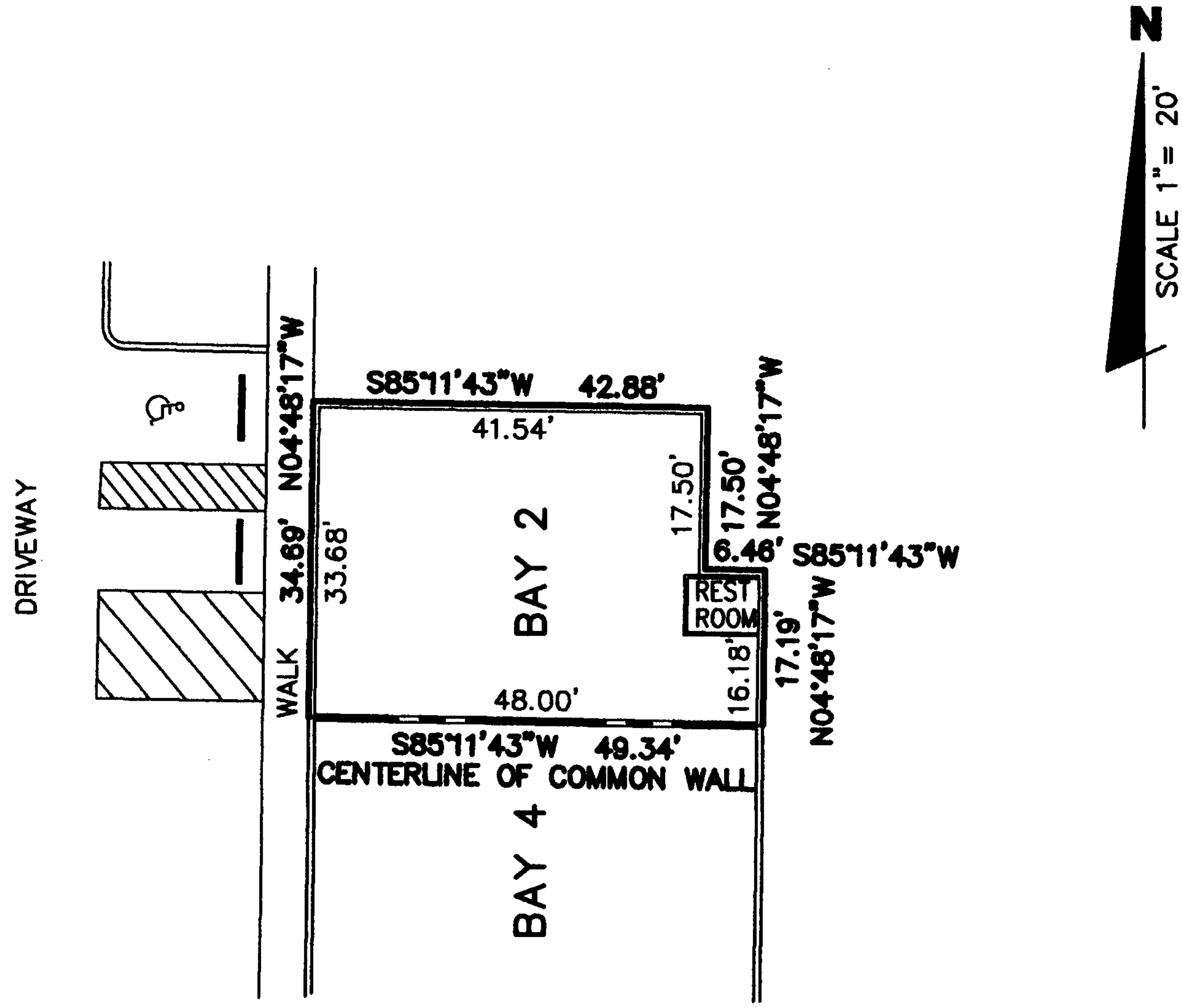
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 1	DATE: 9/13/06
	SHEET 7 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.61 (lowest)
=36.79 (highest)

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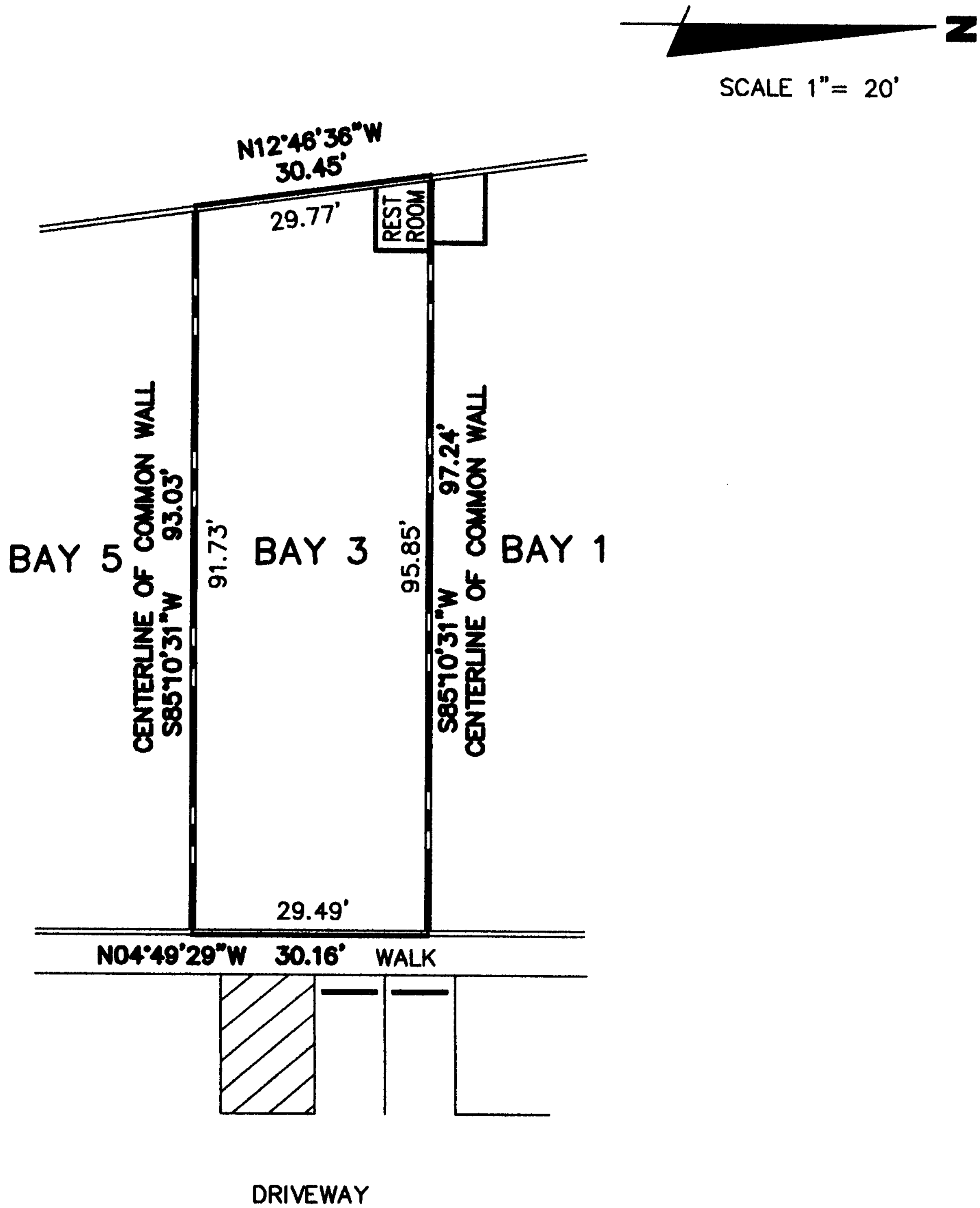
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN:	JAO	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 2		DATE:	9/13/06
		SHEET 8 OF 40	



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.79 (lowest)
=35.86 (highest)

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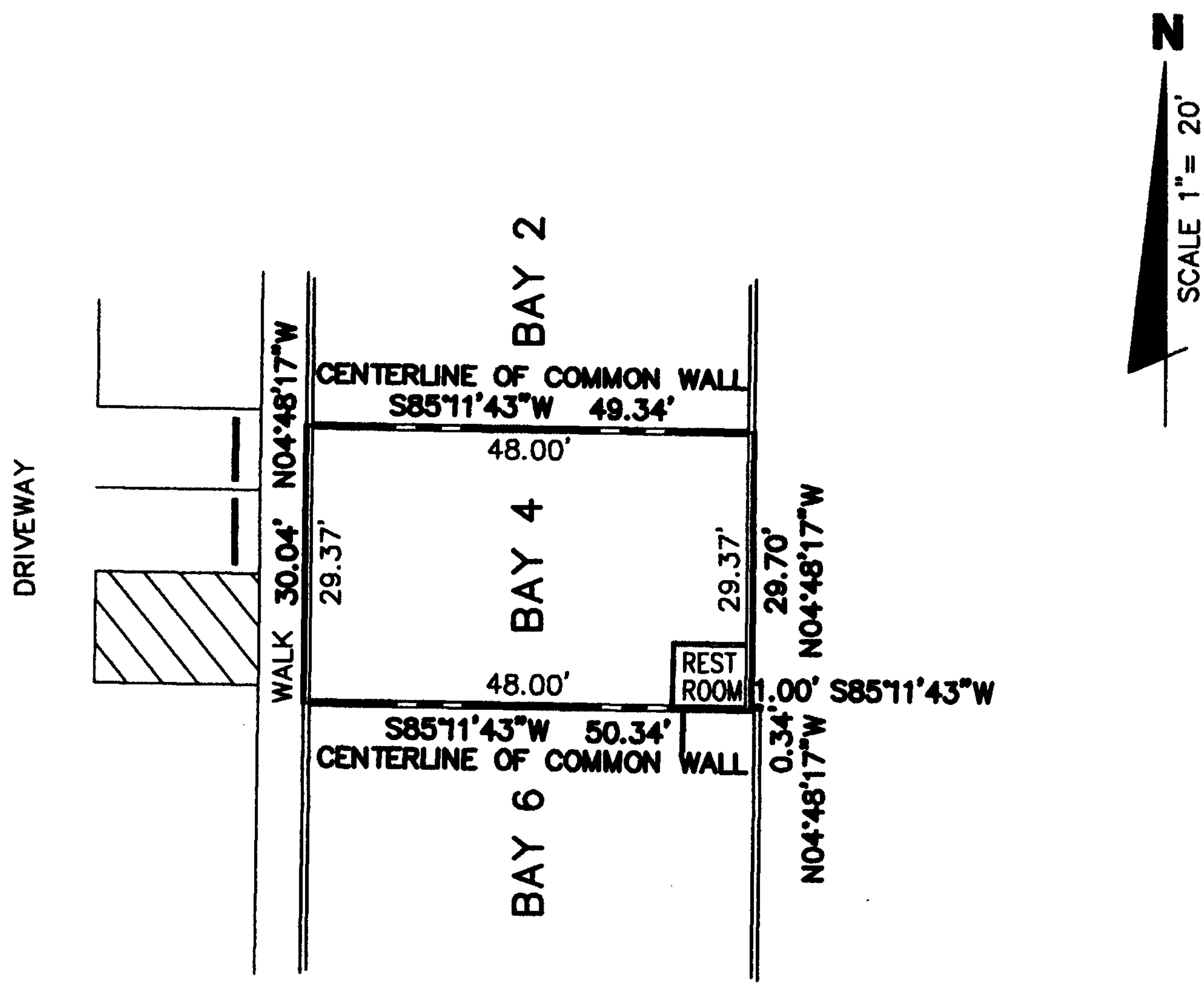
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 3	DATE: 9/13/06
	SHEET 9 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.59 (lowest)
=36.71 (highest)

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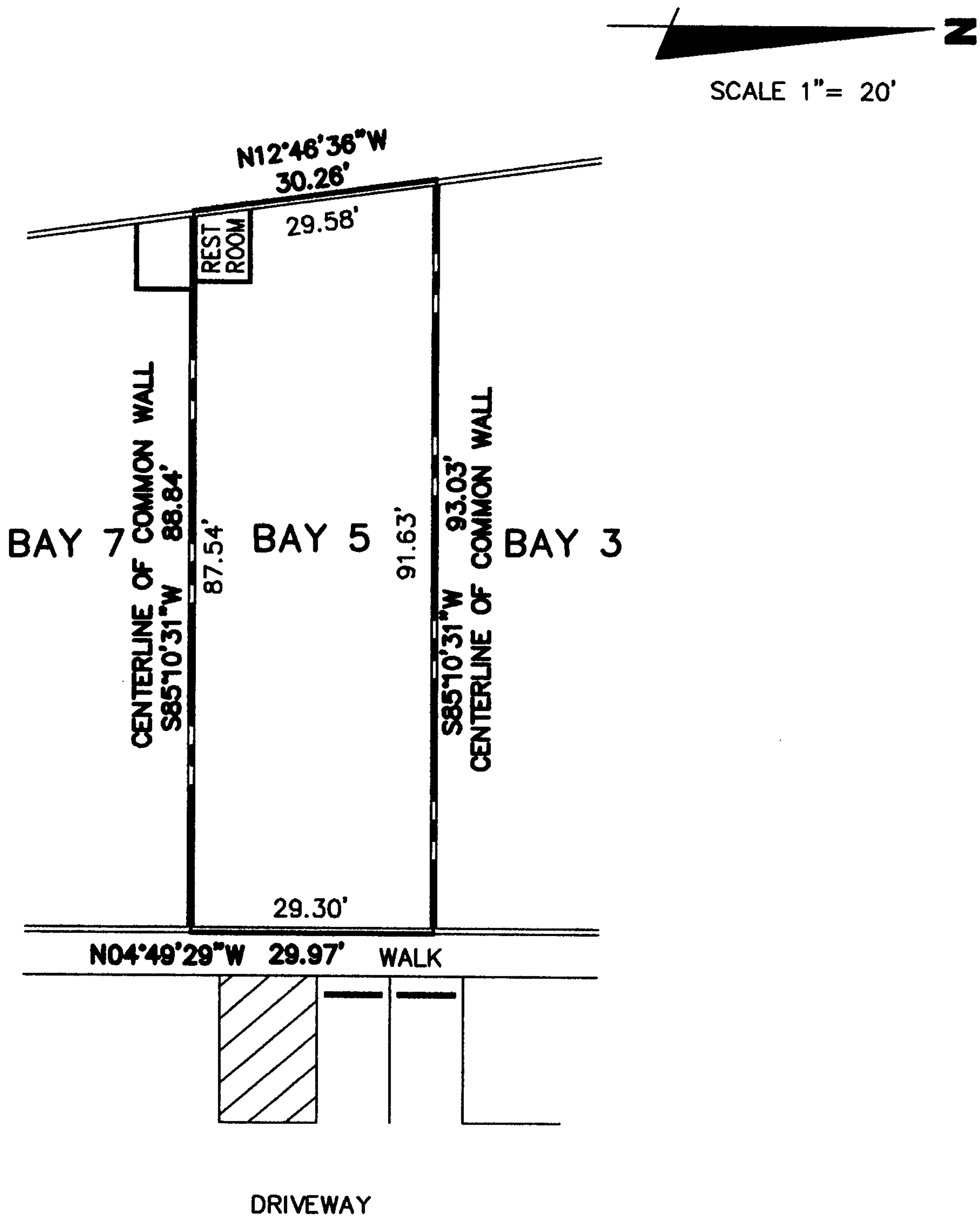
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 4	DATE: 9/13/06
	SHEET 10 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.83 (lowest)
=35.98 (highest)

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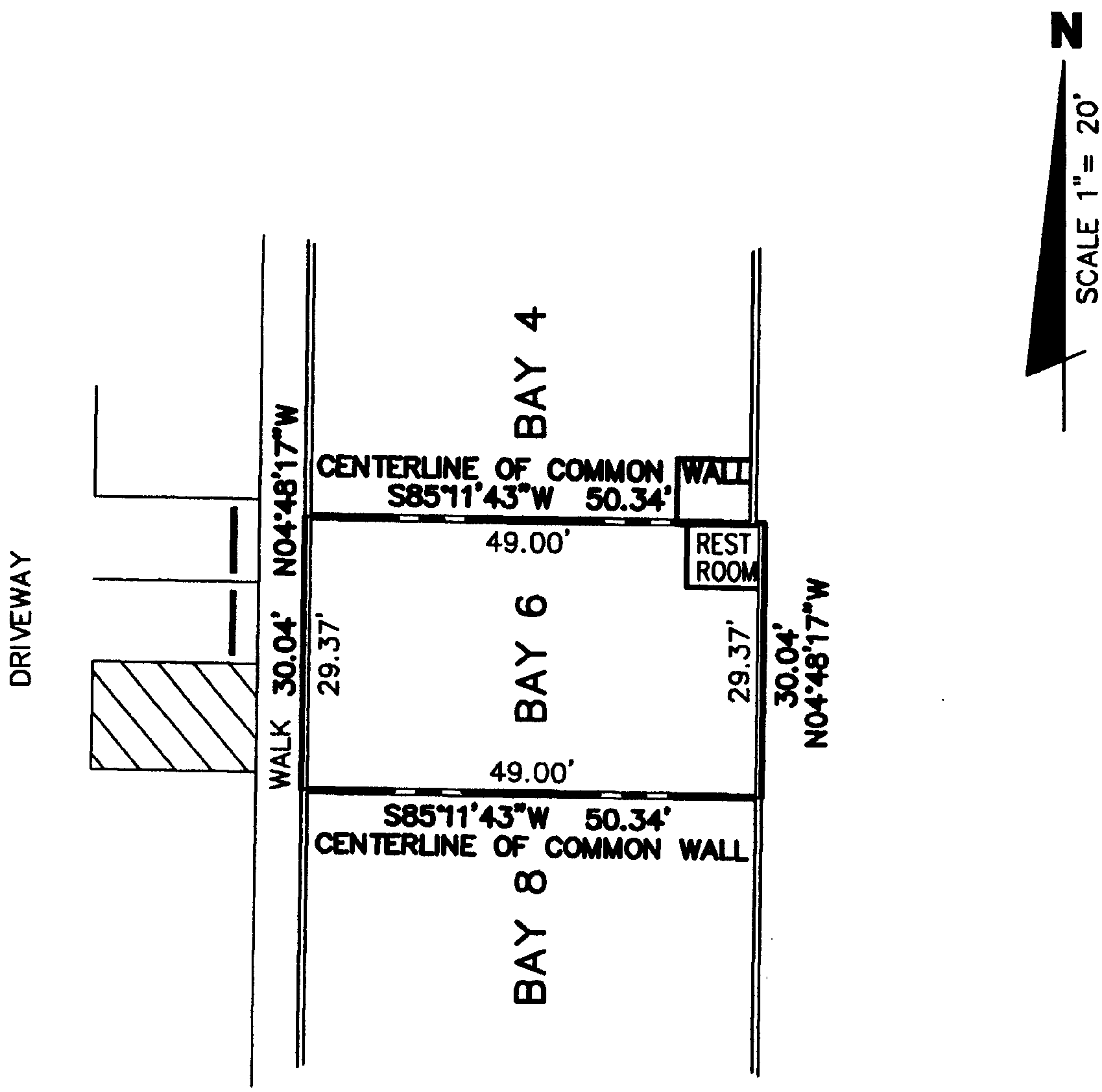
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN:	JAO	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 5		DATE:	9/13/06
		SHEET 11 OF 40	



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.58 (lowest)
=36.79 (highest)

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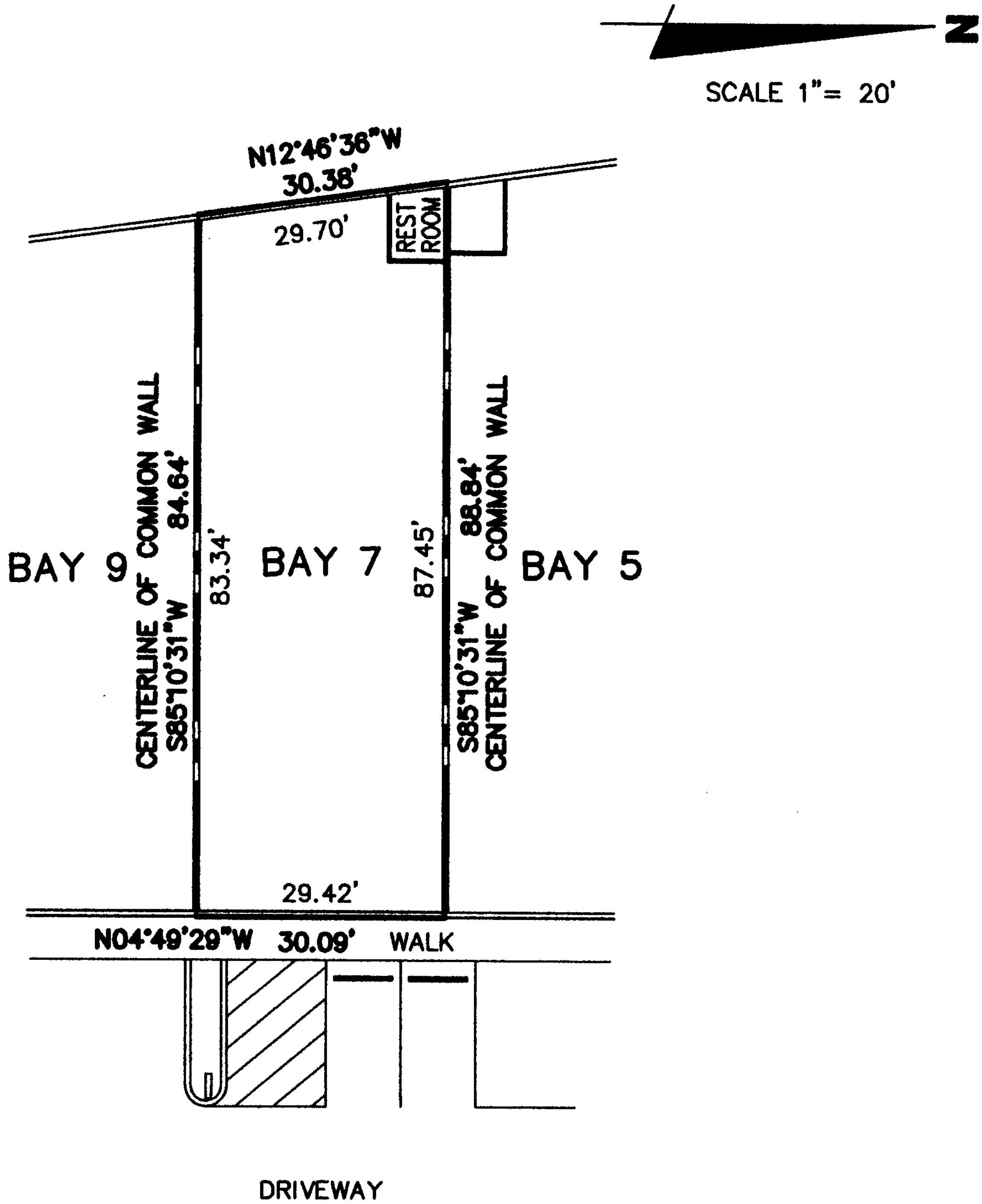
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 6	DATE: 9/13/06
	SHEET 12 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.81 (lowest)
=36.08 (highest)

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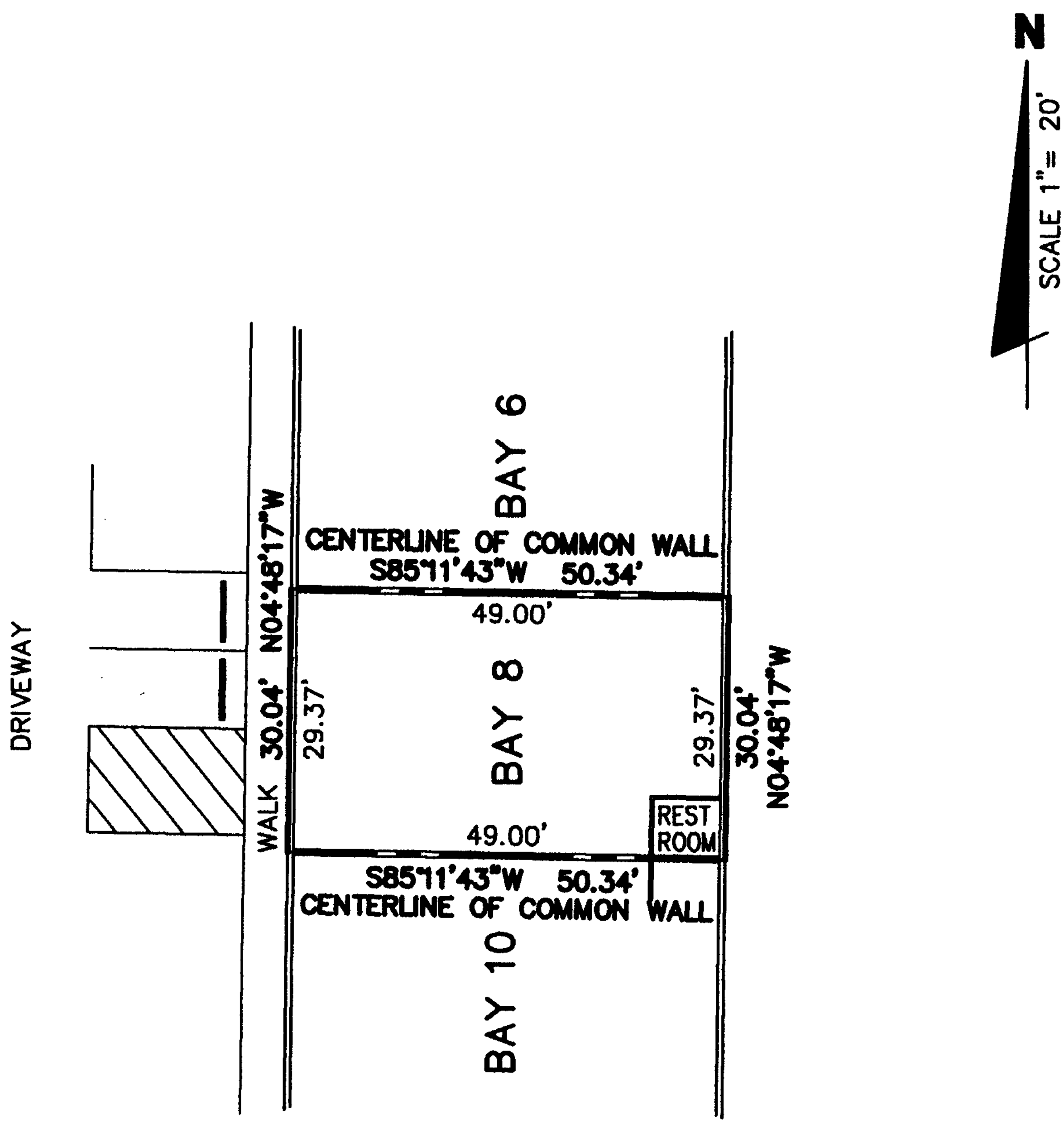
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 7	DATE: 9/13/06
	SHEET 13 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.59 (lowest)
=36.71 (highest)

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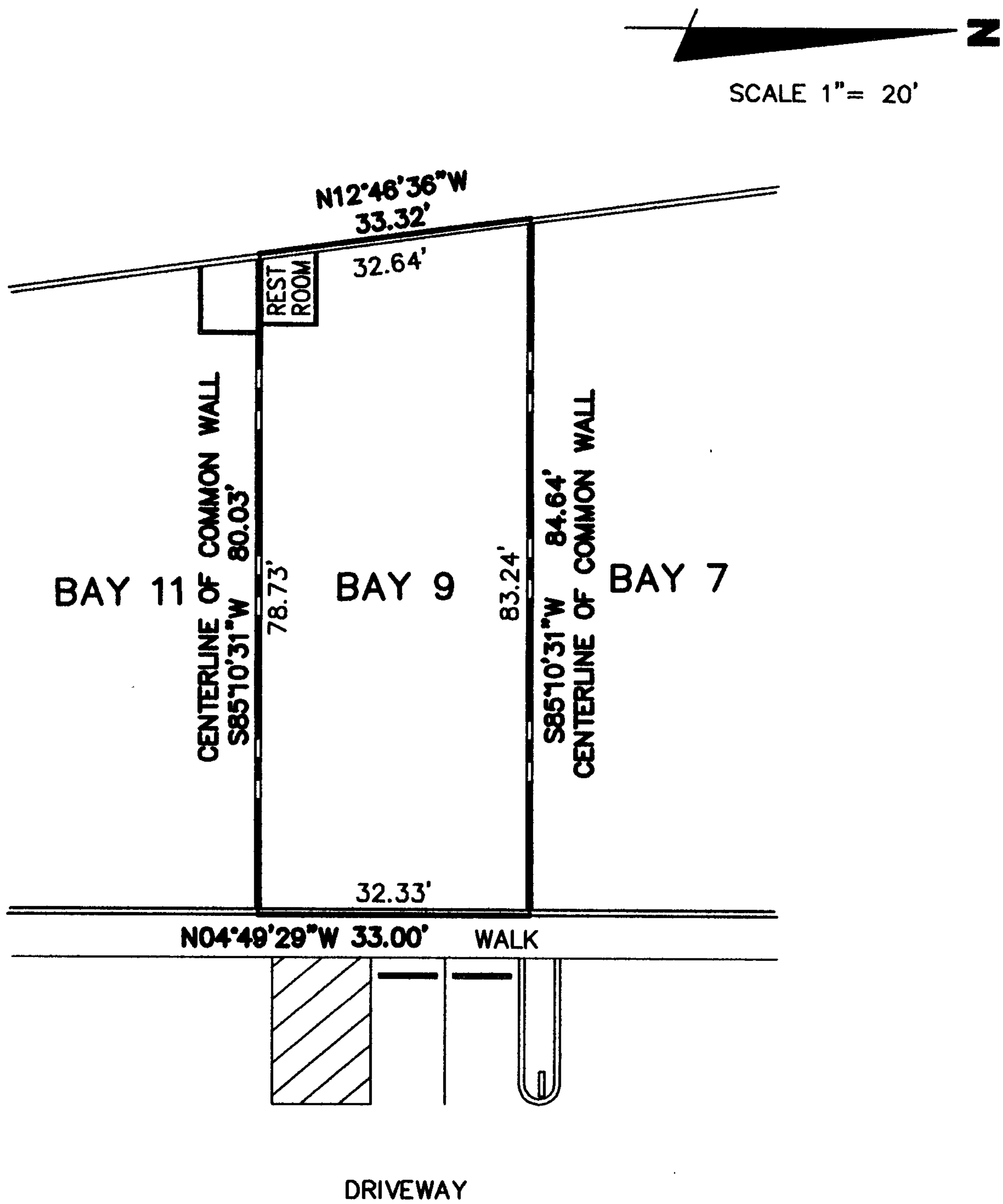
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN:	JAO	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 8		DATE:	9/13/06
		SHEET 14 OF 40	



ABREVIATION TABLE

▨ LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.85 (lowest)
=36.18 (highest)

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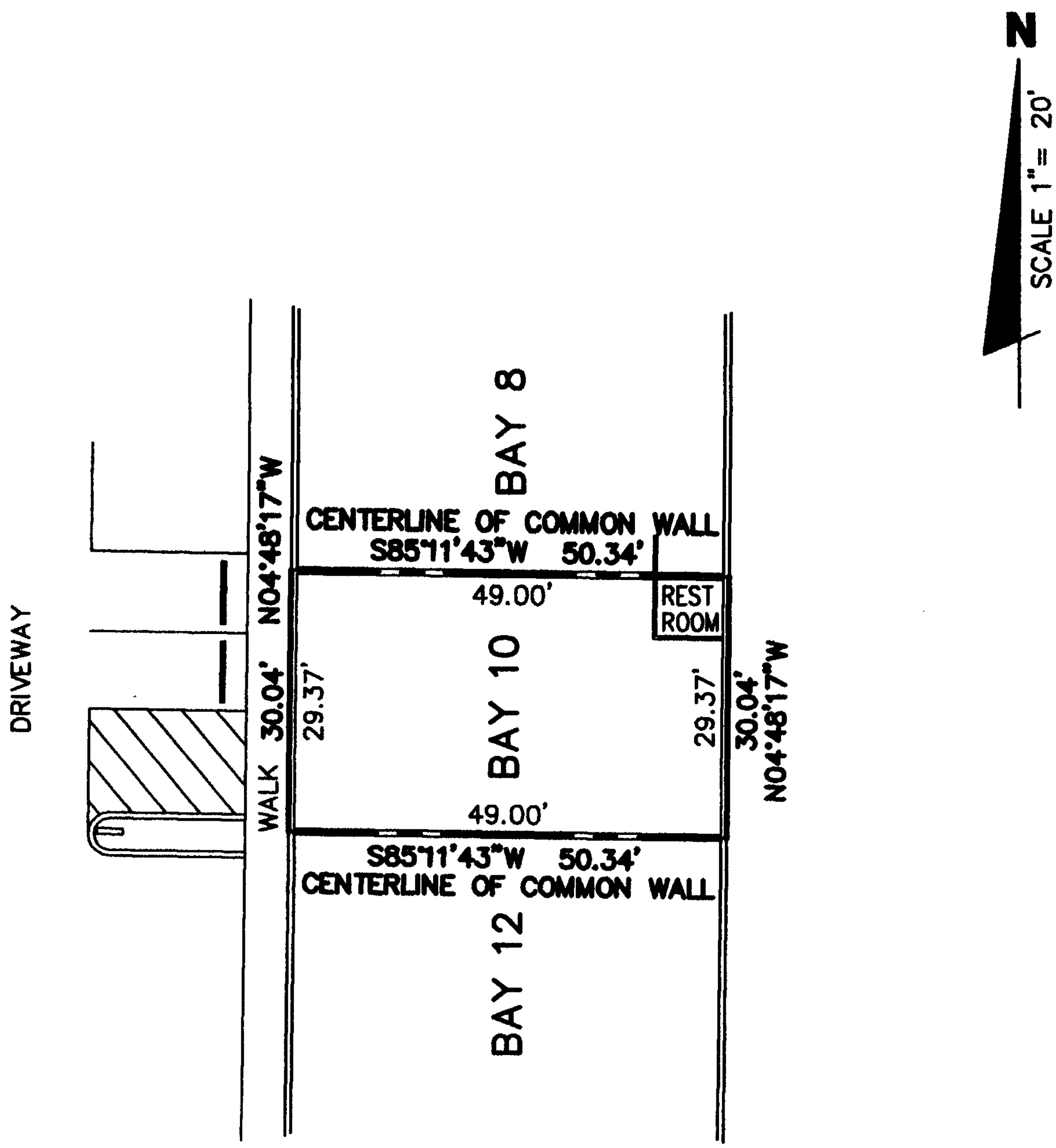
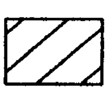
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 9	DATE: 9/13/06
	SHEET 15 OF 40



ABREVIATION TABLE


LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.61 (lowest)
=36.76 (highest)

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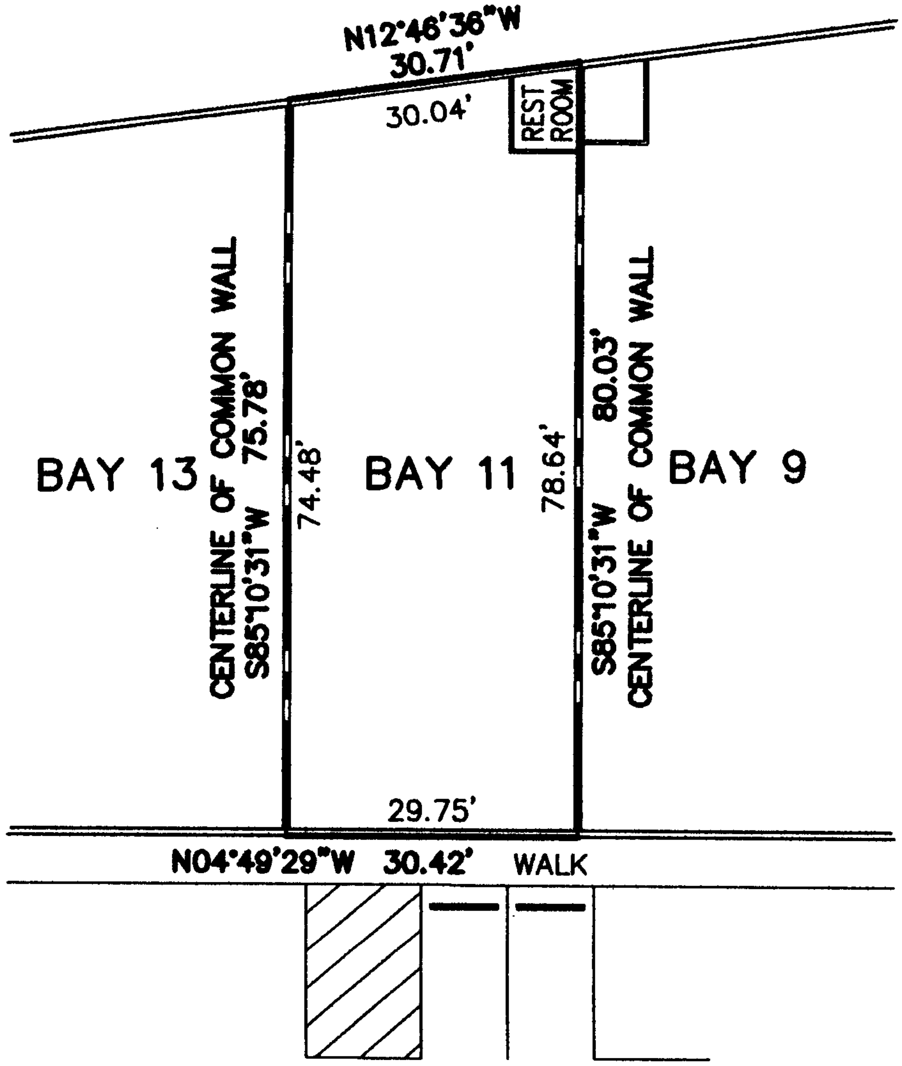
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN:	JAO	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 10		DATE:	9/13/06
		SHEET 16 OF 40	

SCALE 1"= 20'



DRIVEWAY

ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.80 (lowest)
=36.27 (highest)

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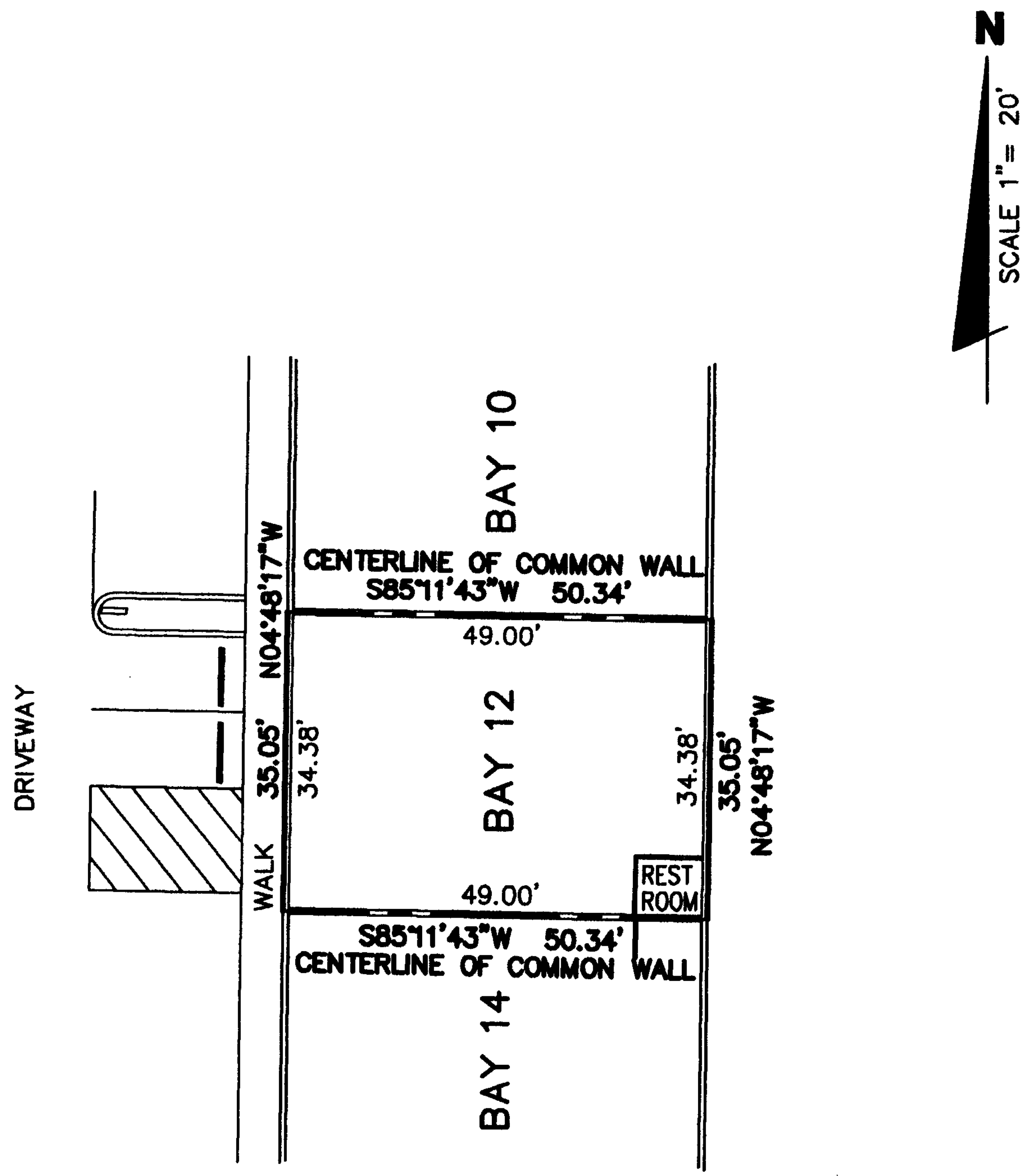
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 11	DATE: 9/13/06
	SHEET 17 OF 40



ABREVIATION TABLE

(hatched box)	LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.56 (lowest)
=36.75 (highest)

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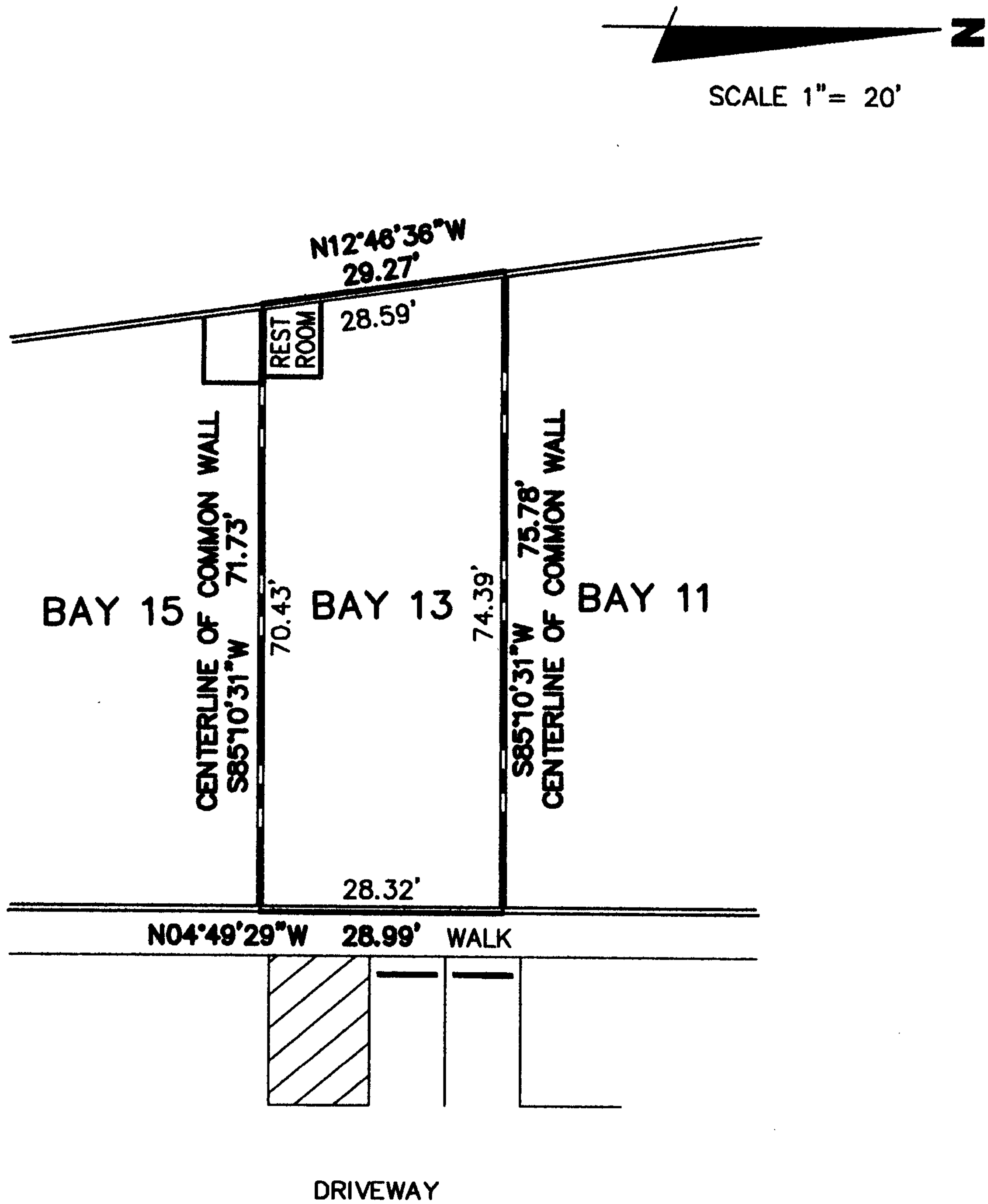
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN:	JAO	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 12		DATE:	9/13/06
		SHEET	18 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.78 (lowest)
=37.35 (highest)

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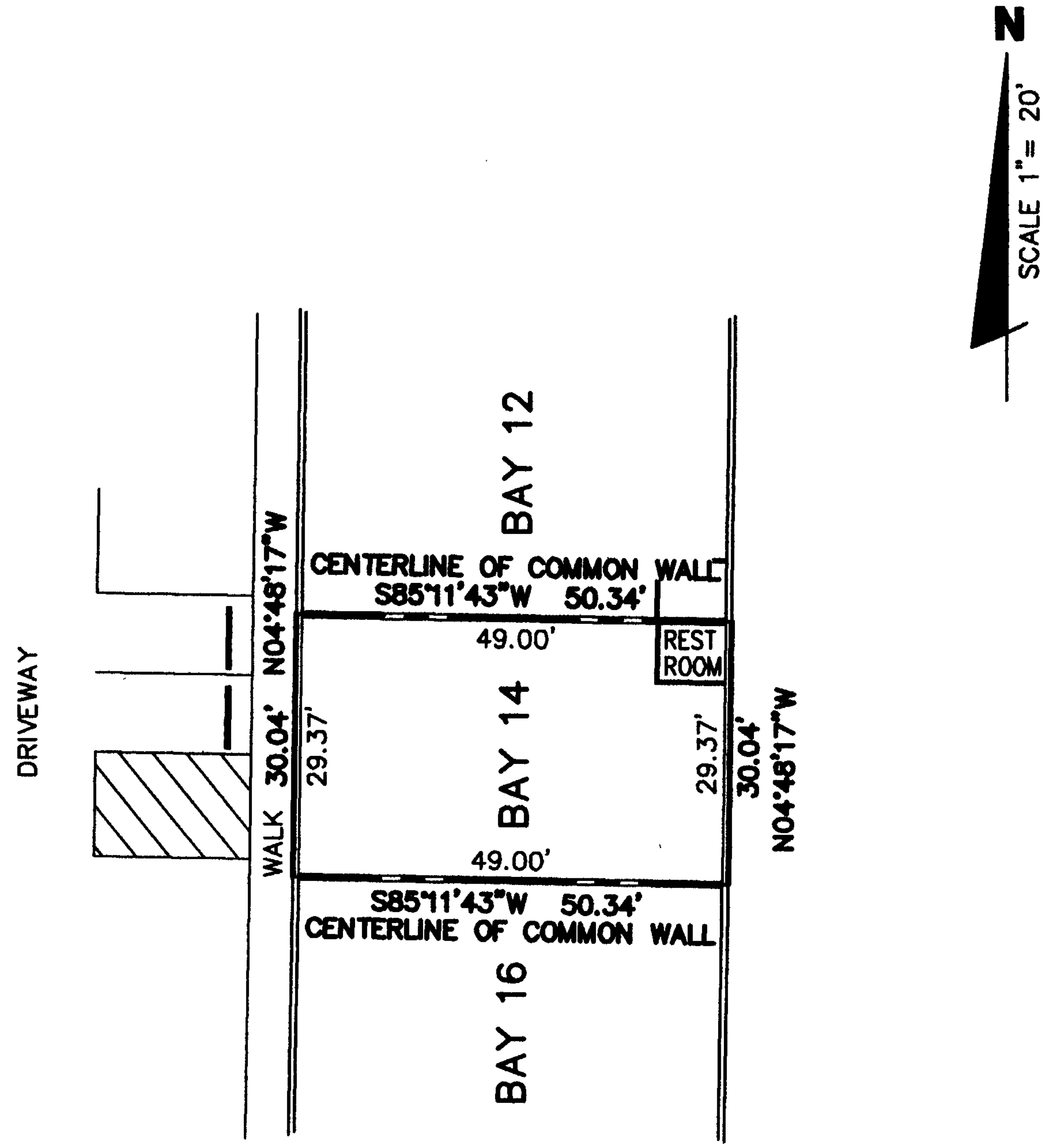
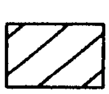
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER – BAY 13	DATE: 9/13/06
	SHEET 19 OF 40



ABREVIATION TABLE



LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.51 (lowest)
=36.77 (highest)

BROWN & PHILLIPS, INC.
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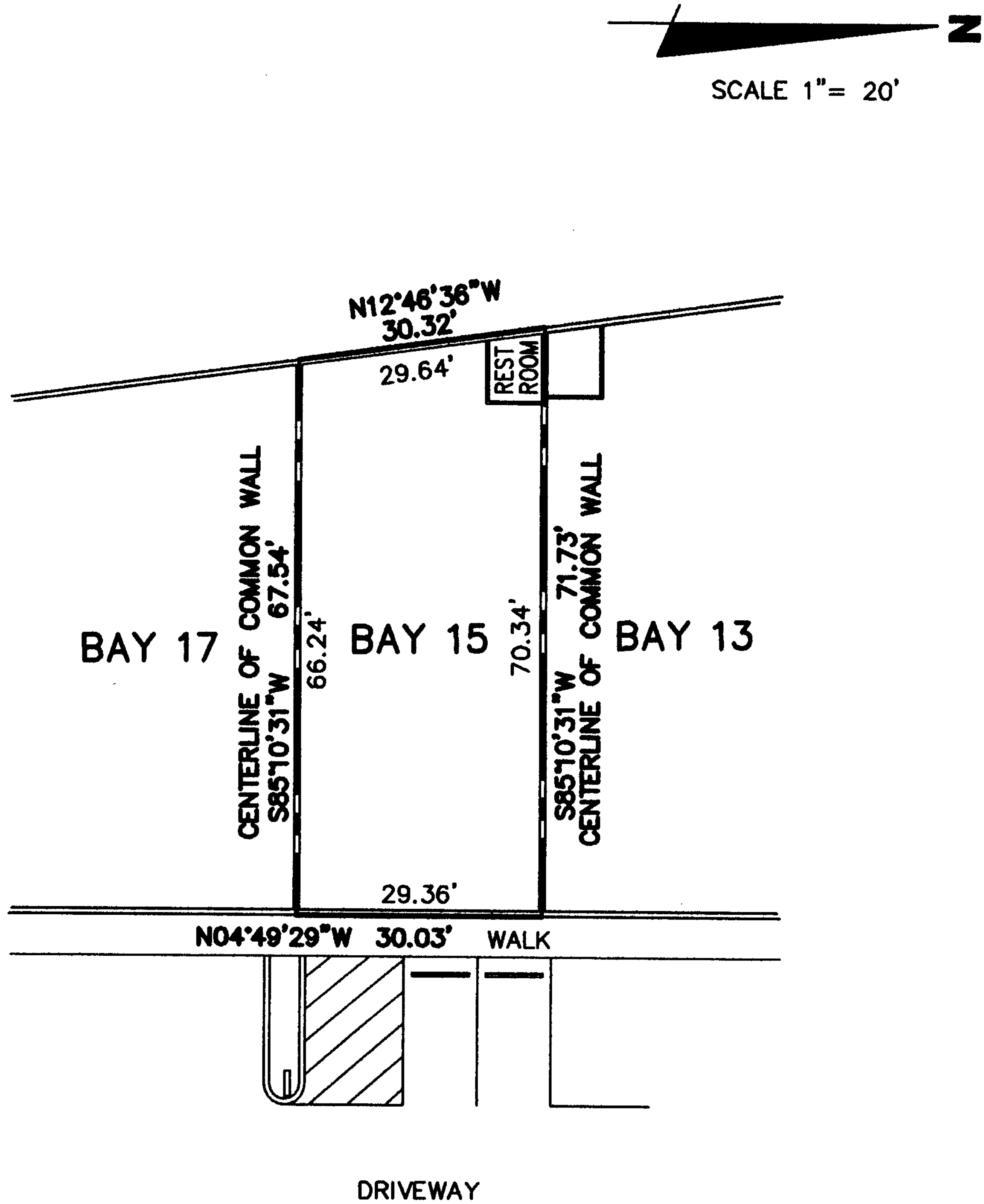
DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 14	DATE: 9/13/06
	SHEET 20 OF 40



ABREVIATION TABLE

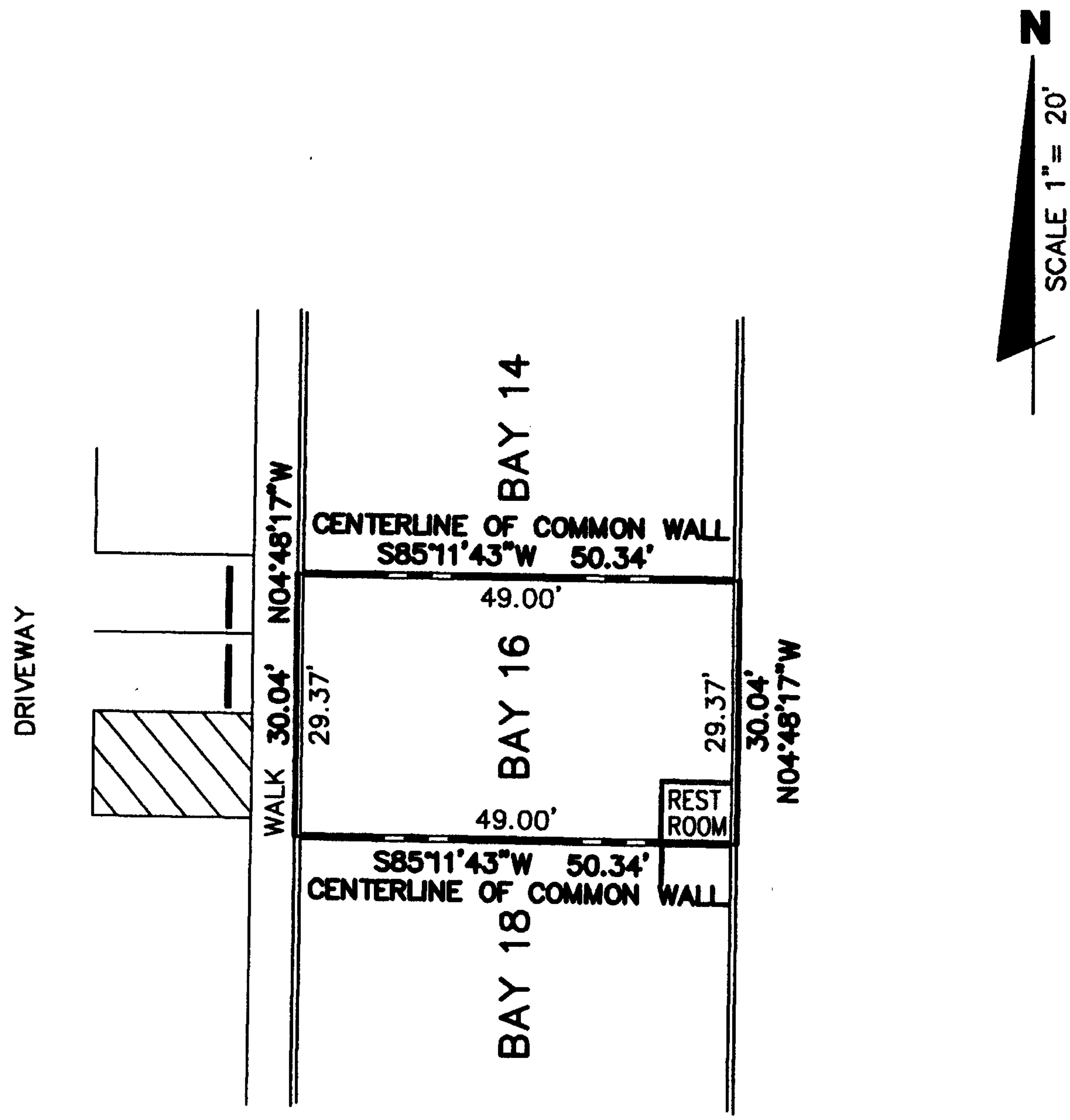
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.79 (lowest)
=37.23 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 15	DATE: 9/13/06
	SHEET 21 OF 40



ABREVIATION TABLE

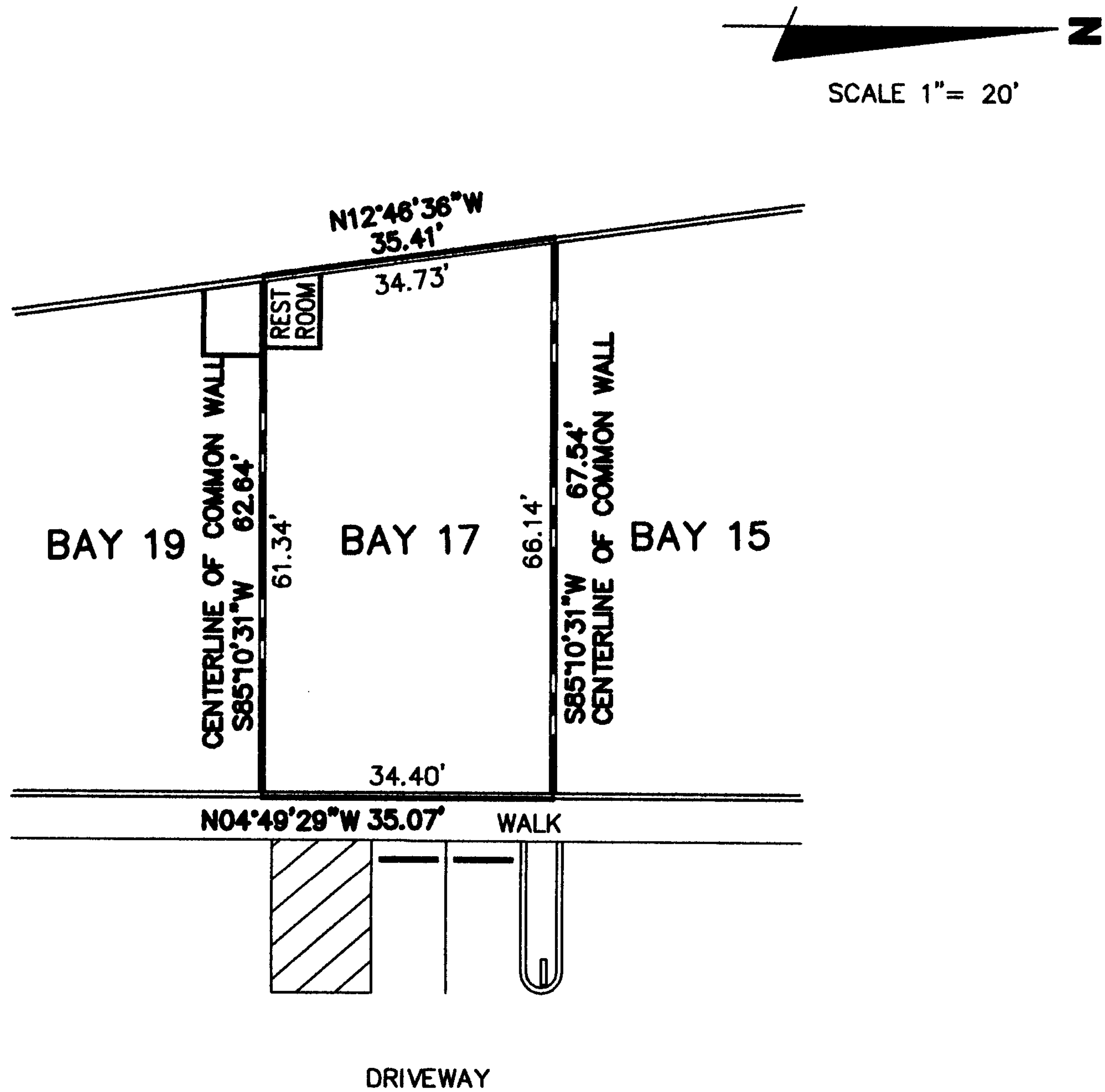
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.59 (lowest)
=36.79 (highest)

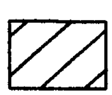
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 16	DATE: 9/13/06
	SHEET 22 OF 40



ABREVIATION TABLE

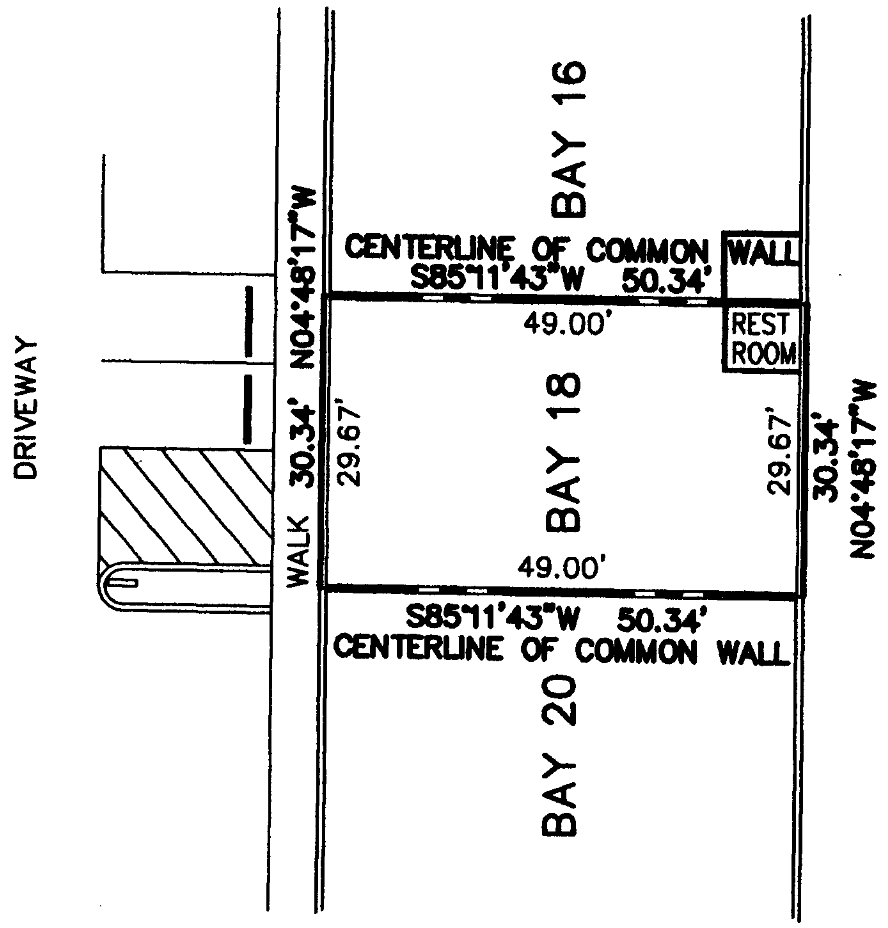

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.72 (lowest)
=37.10 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 17	DATE: 9/13/06
	SHEET 23 OF 40



ABREVIATION TABLE

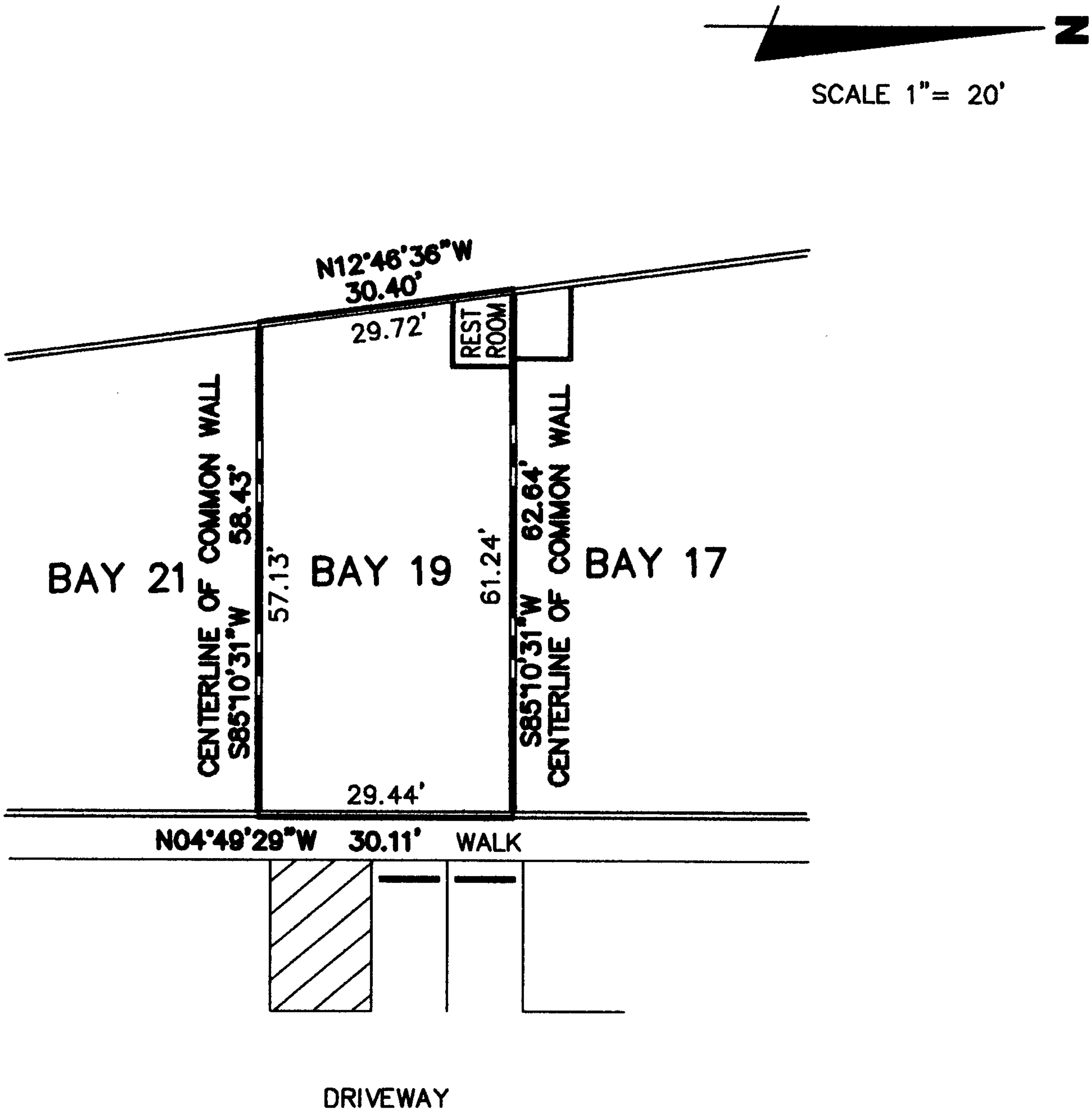
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.60 (lowest)
=36.75 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 18	DATE: 9/13/06
	SHEET 24 OF 40



ABREVIATION TABLE

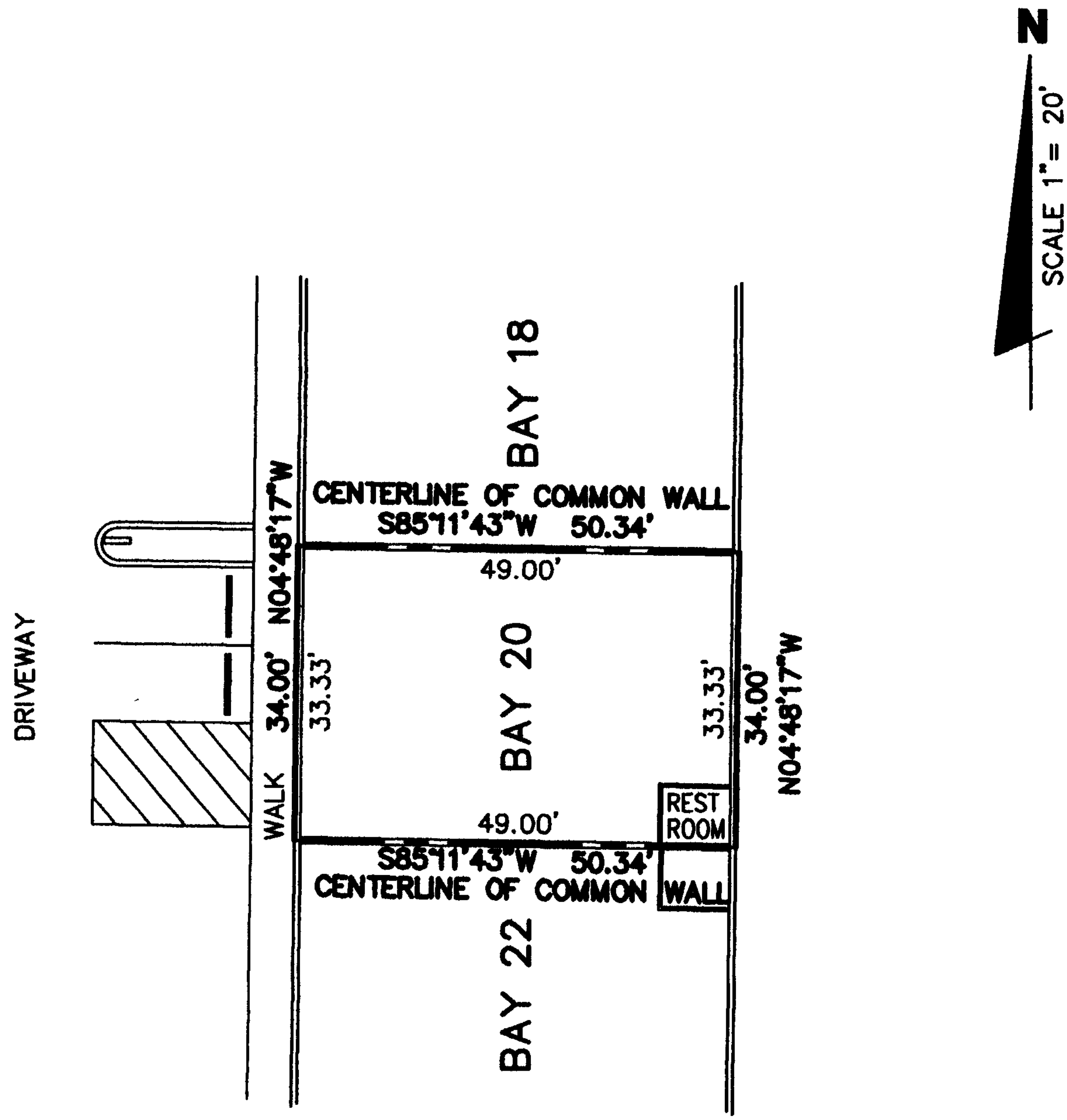
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.75 (lowest)
=37.01 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN:	JAO	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 19		DATE:	9/13/06
		SHEET 25 OF 40	



ABREVIATION TABLE

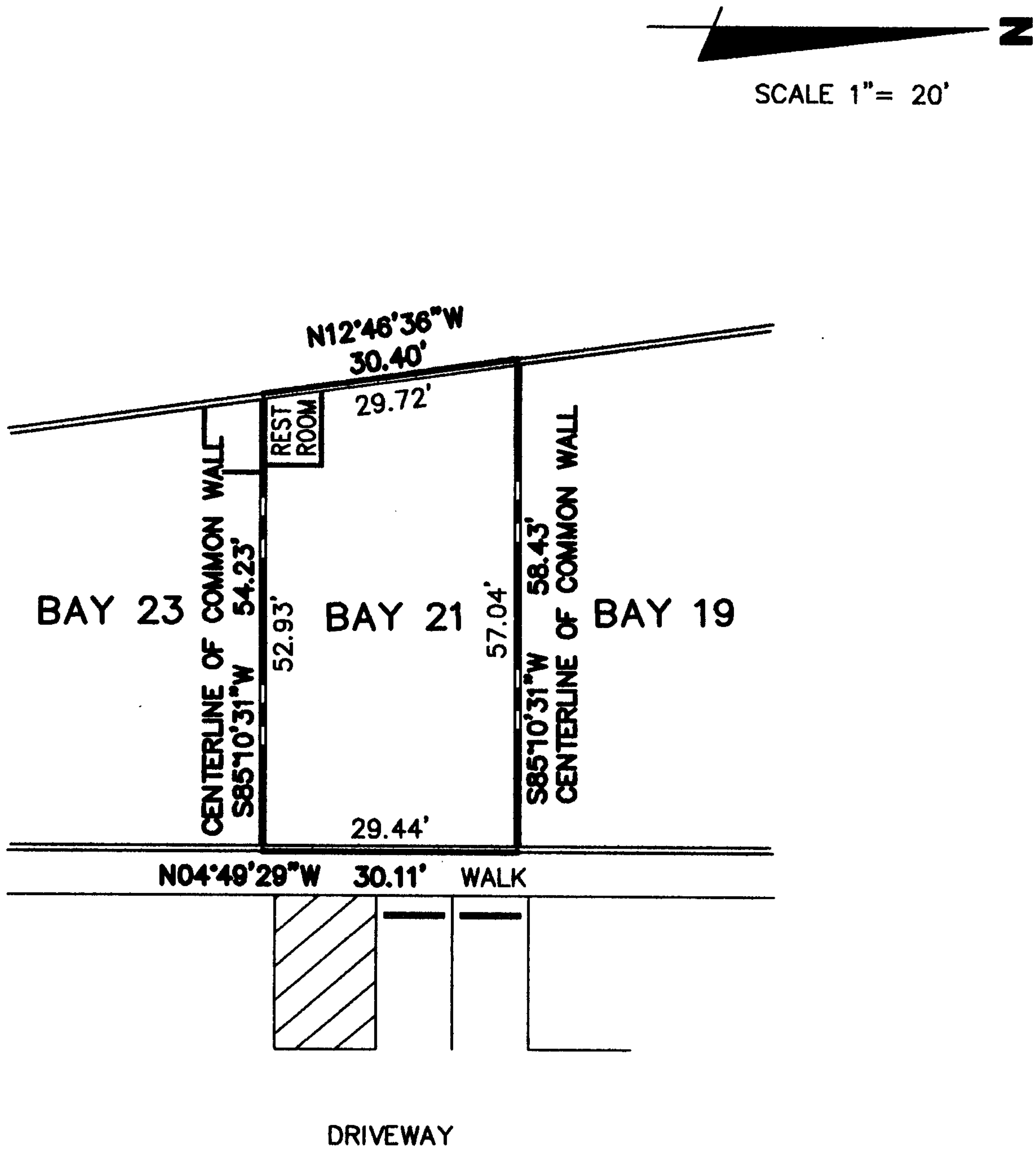
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.65 (lowest)
=36.79 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 20	DATE: 9/13/06
	SHEET 26 OF 40



ABREVIATION TABLE

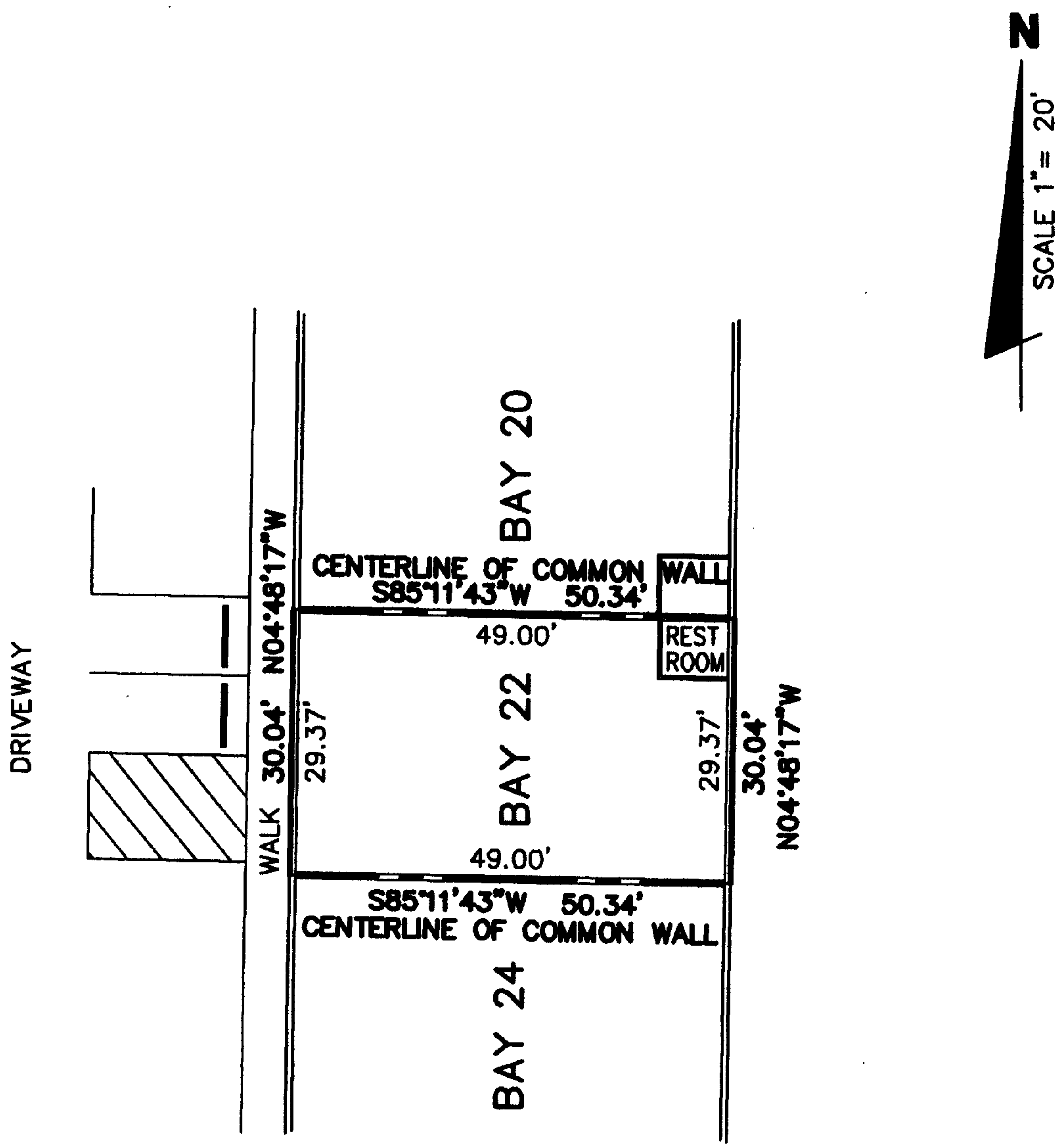
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.77 (lowest)
=36.92 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS	DATE: 9/13/06
CENTER - BAY 21	SHEET 27 OF 40



ABREVIATION TABLE

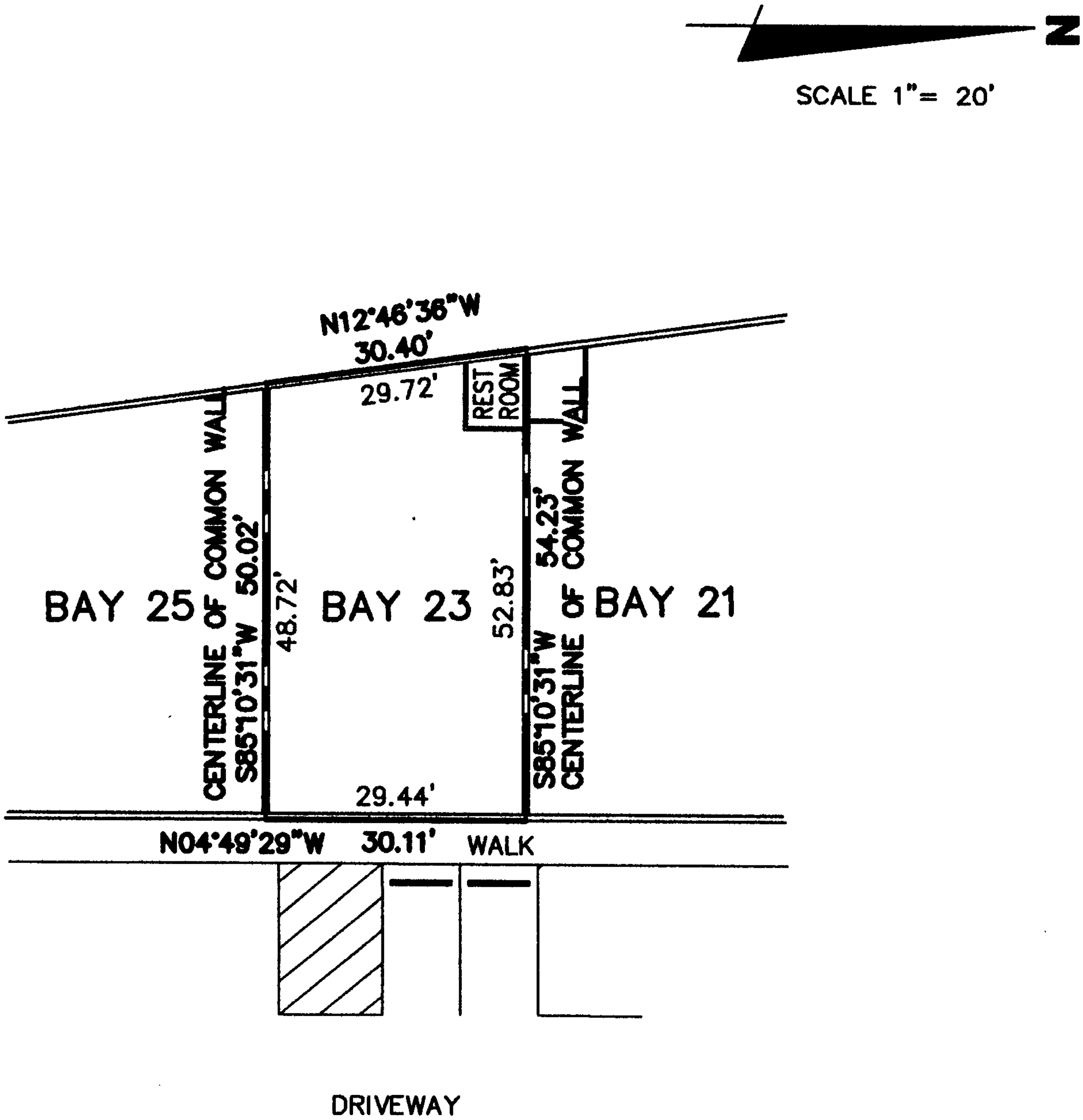
(hatched box)	LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.62 (lowest)
=36.76 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 22	DATE: 9/13/06
	SHEET 28 OF 40



ABREVIATION TABLE

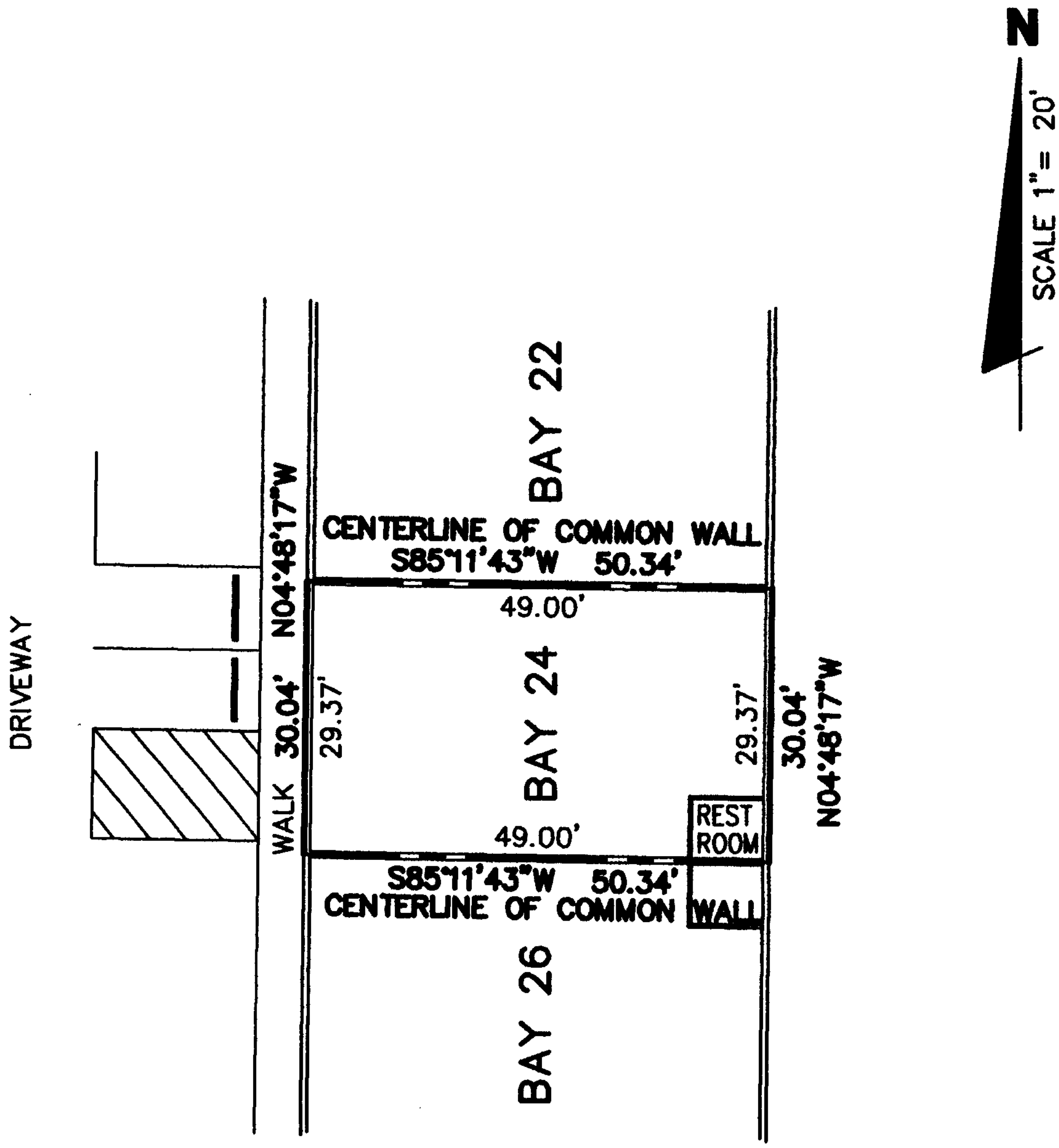
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.78 (lowest)
=36.87 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS	DATE: 9/13/06
CENTER - BAY 23	SHEET 29 OF 40



ABREVIATION TABLE

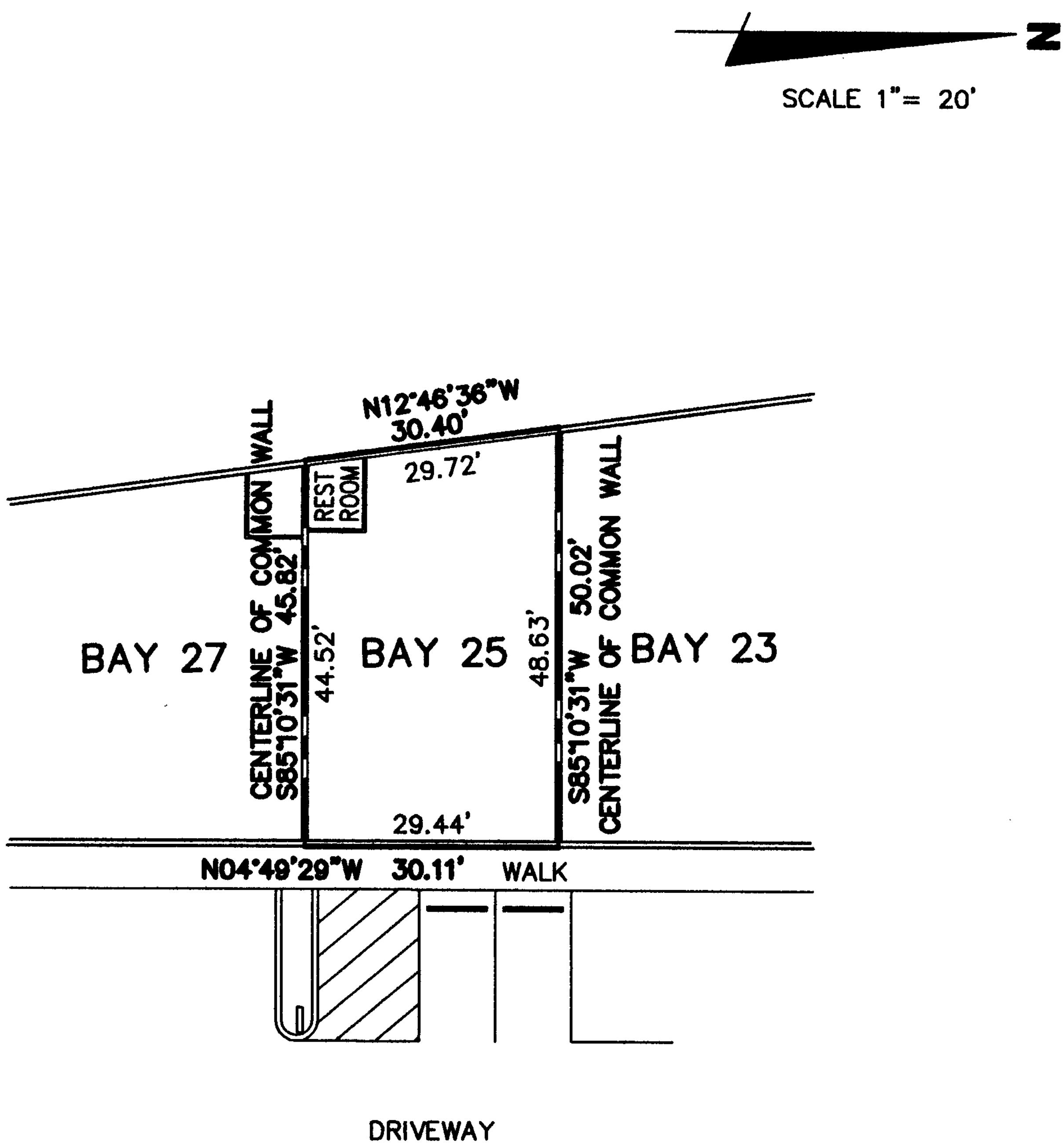
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.58 (lowest)
=36.74 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 24	DATE: 9/13/06
	SHEET 30 OF 40



ABREVIATION TABLE

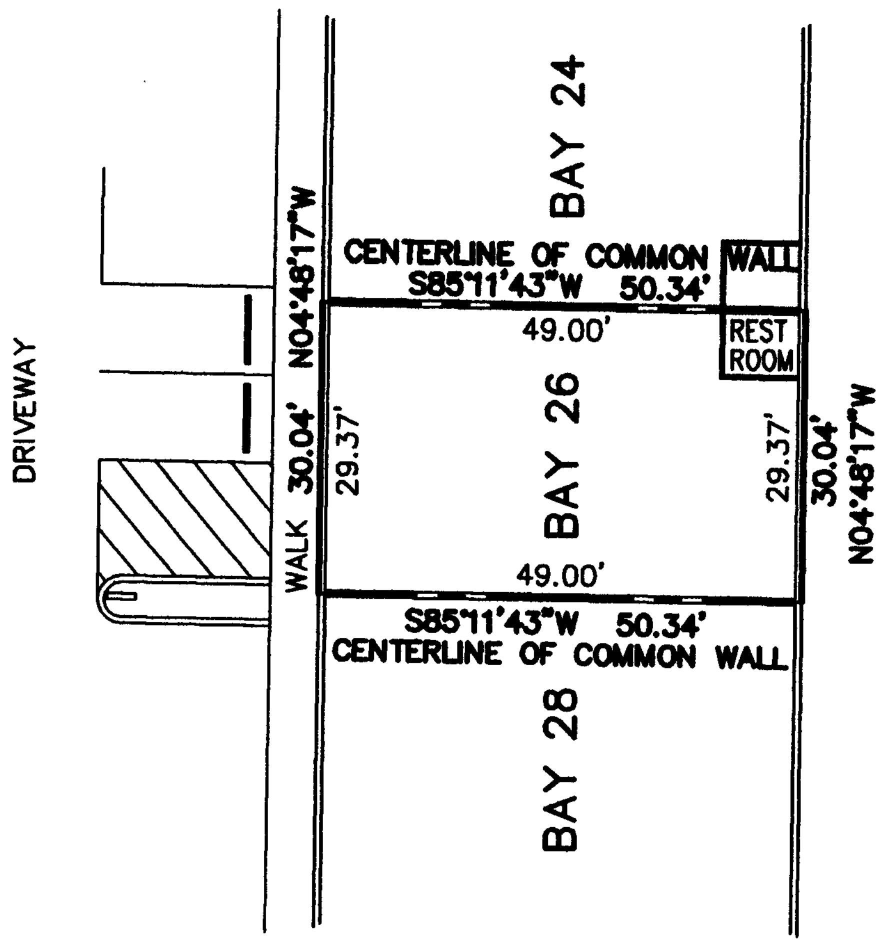
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.84 (lowest)
=36.76 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS	DATE: 9/13/06
CENTER - BAY 25	SHEET 31 OF 40



ABREVIATION TABLE

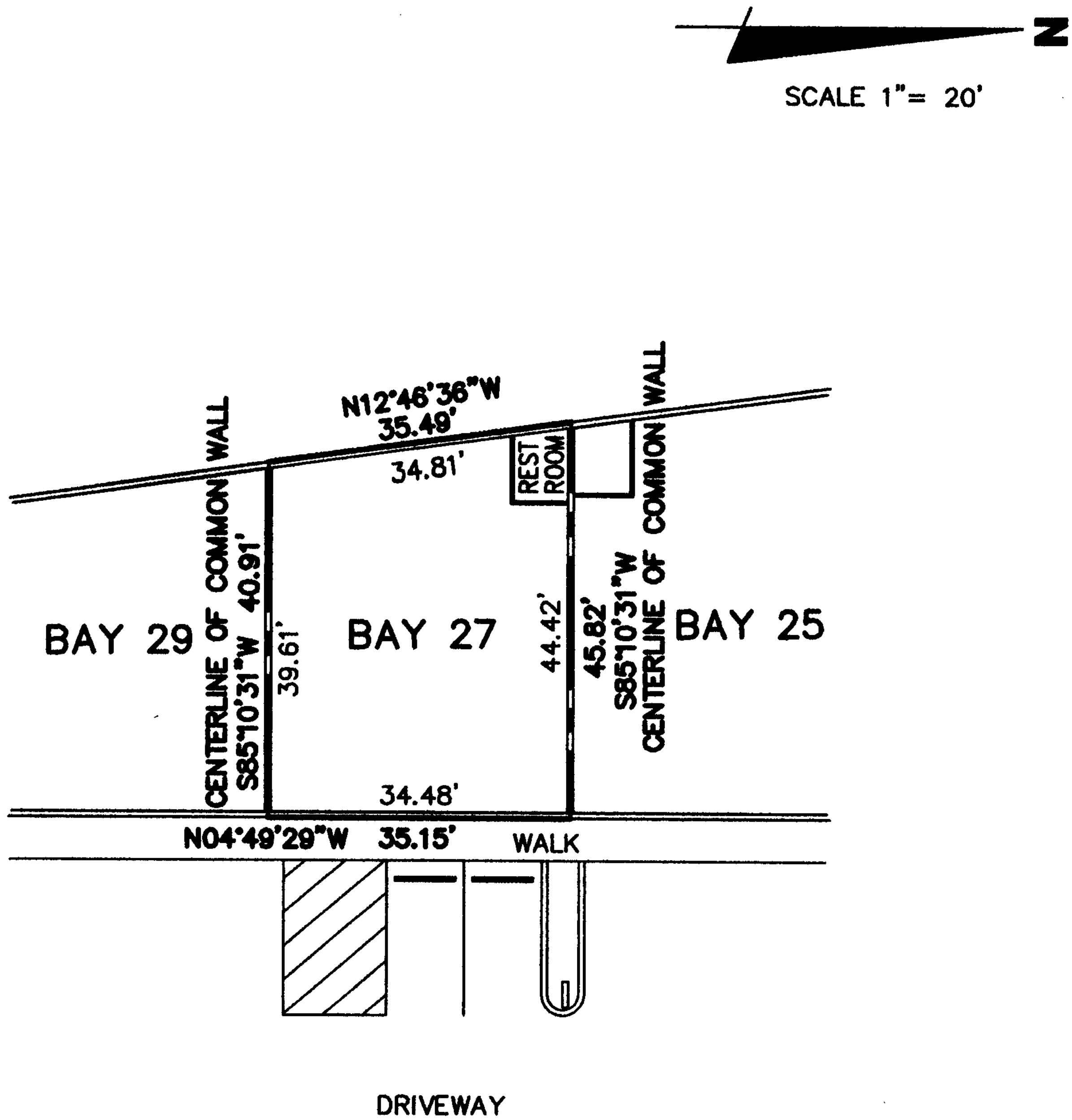
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.62 (lowest)
=36.76 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 26	DATE: 9/13/06
	SHEET 32 OF 40



ABREVIATION TABLE

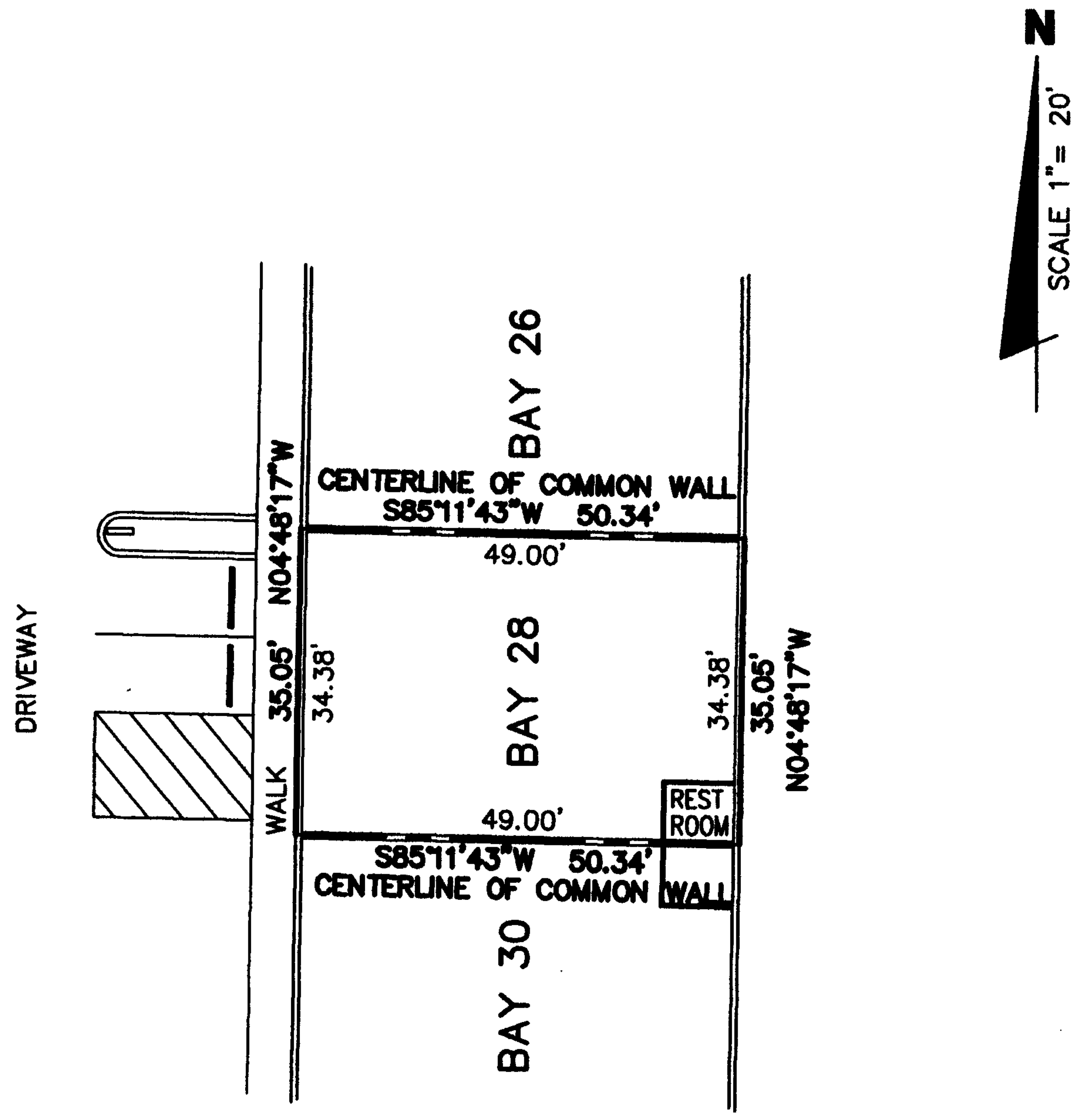
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.80 (lowest)
=36.70 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 27	DATE: 9/13/06
	SHEET 33 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

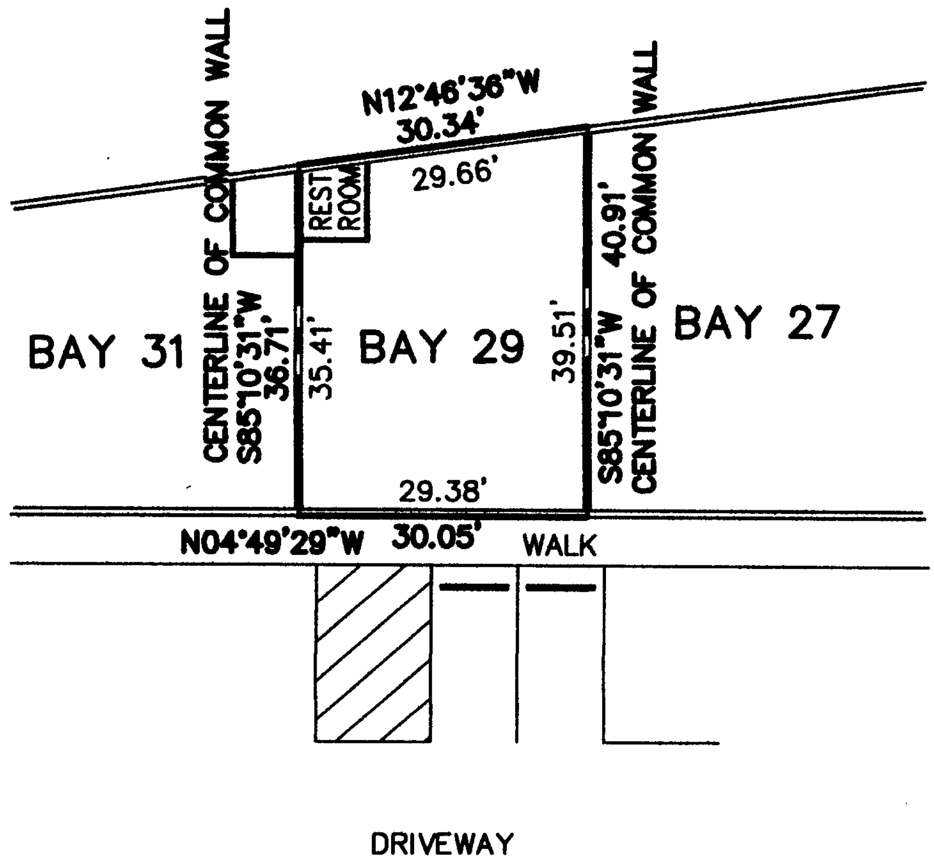
FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.63 (lowest)
=36.78 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 28	DATE: 9/13/06
	SHEET 34 OF 40

SCALE 1"= 20'



ABREVIATION TABLE

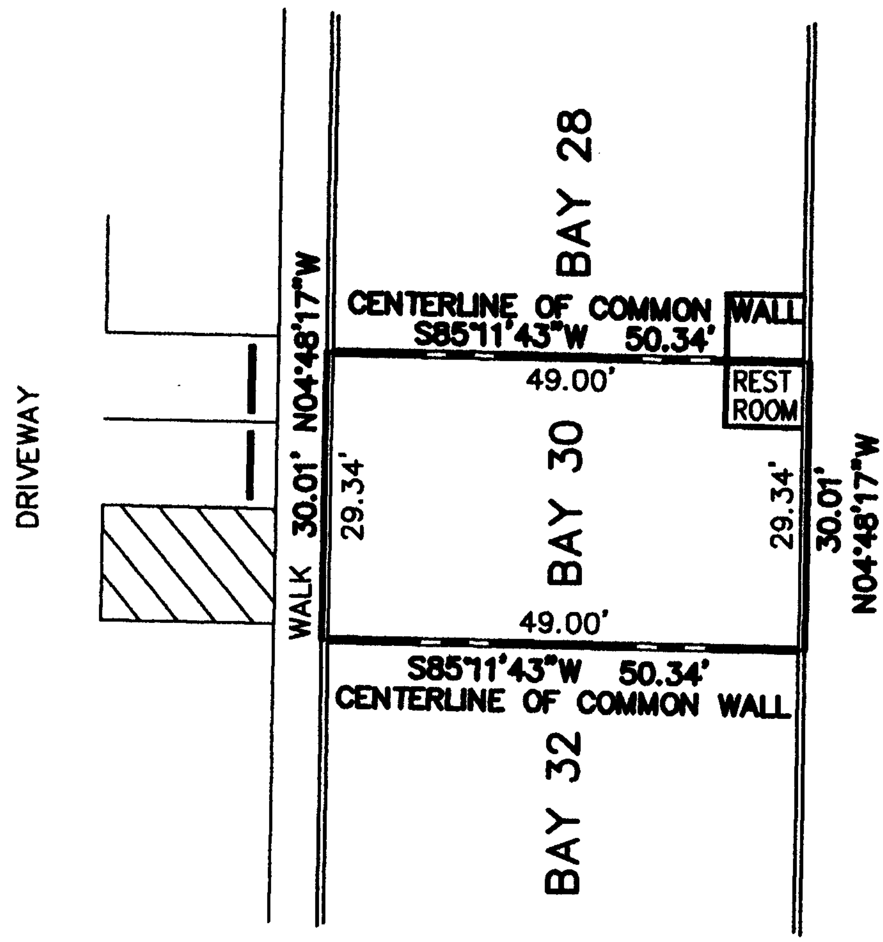
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.78 (lowest)
=36.62 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER – BAY 29	DATE: 9/13/06
	SHEET 35 OF 40



ABREVIATION TABLE

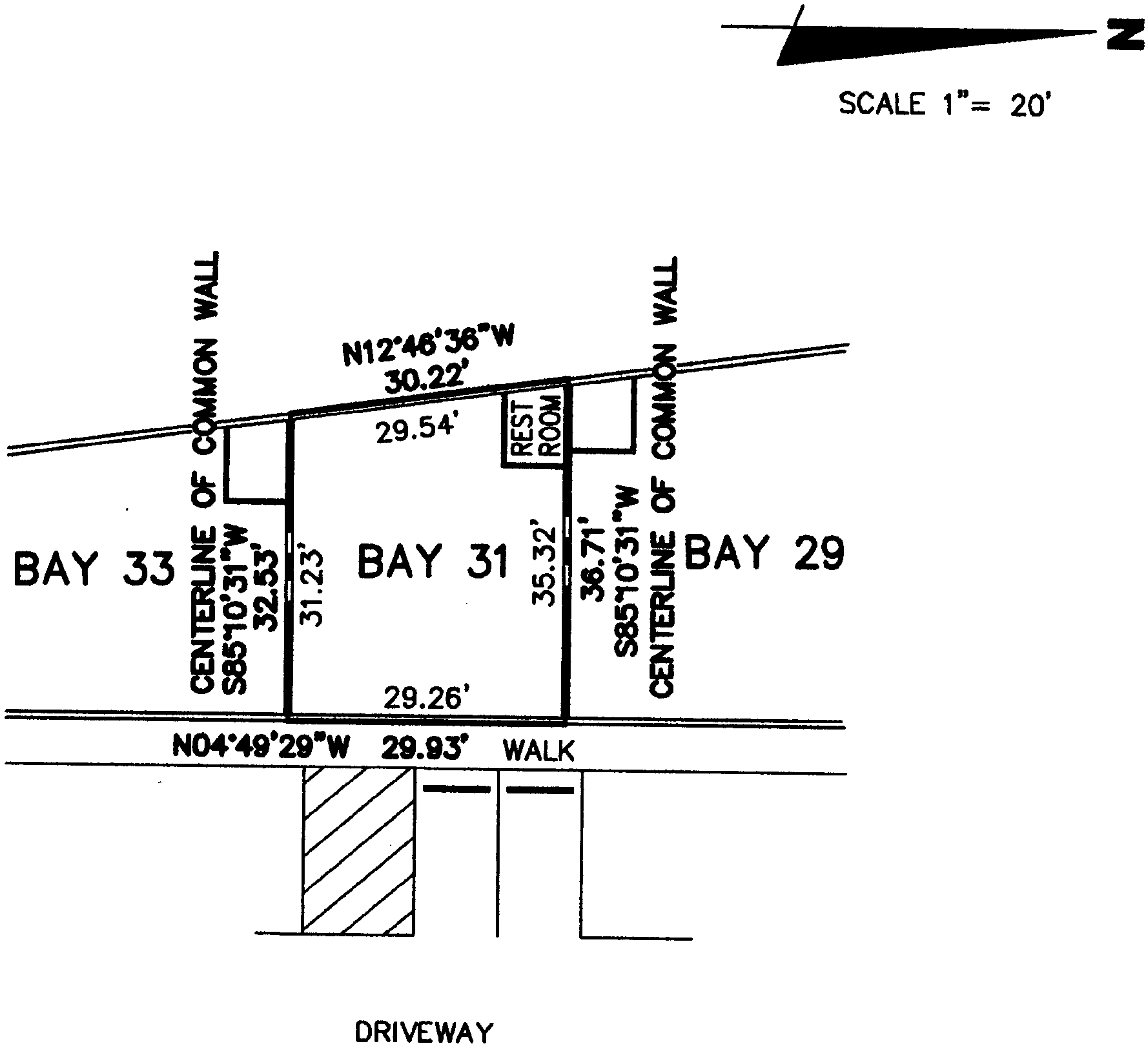
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.66 (lowest)
=36.74 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 30	DATE: 9/13/06
	SHEET 36 OF 40



ABREVIATION TABLE

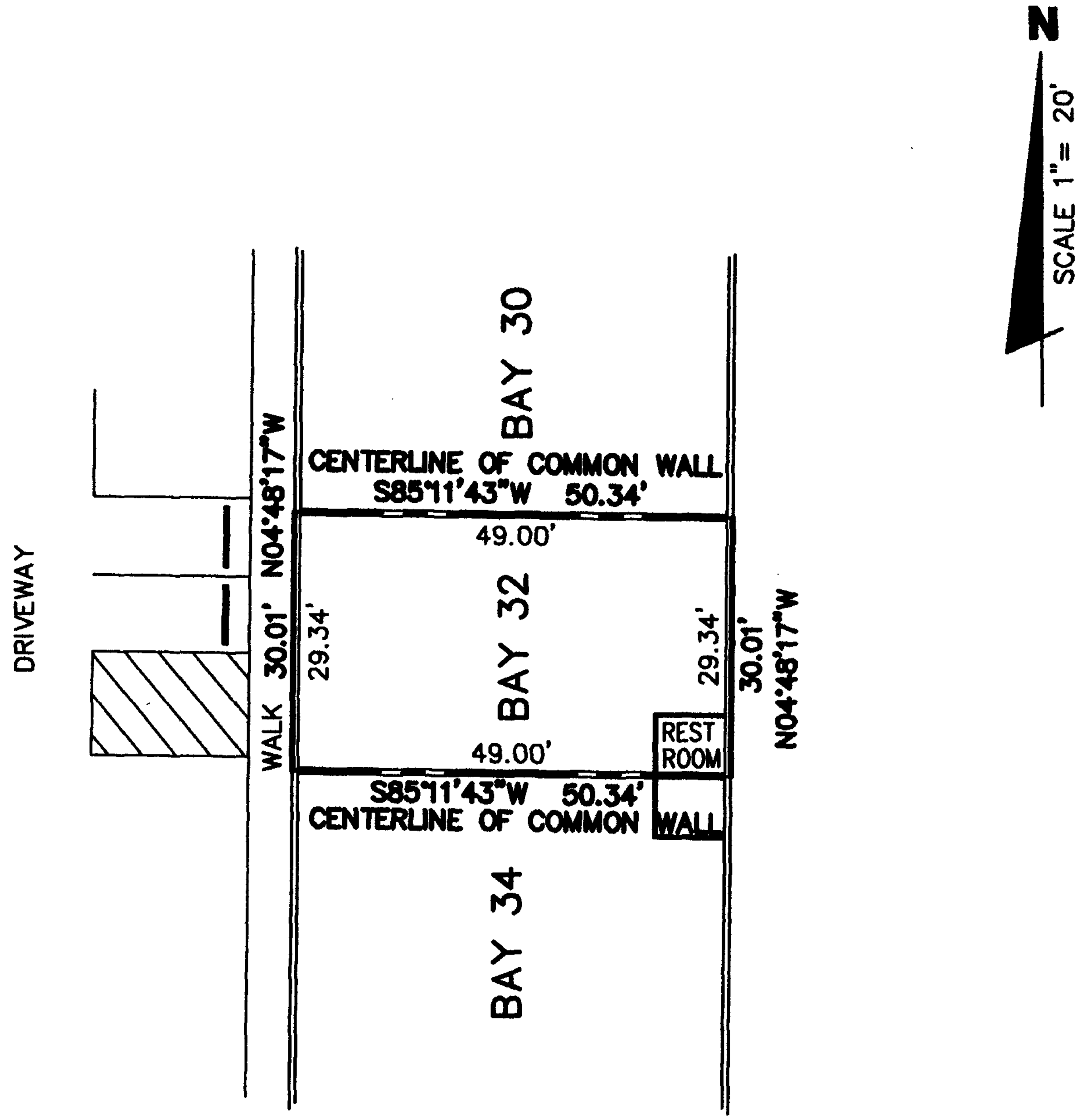
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.86 (lowest)
=36.44 (highest)

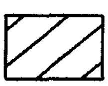
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 31	DATE: 9/13/06
	SHEET 37 OF 40



ABREVIATION TABLE


LIMITED COMMON ELEMENT

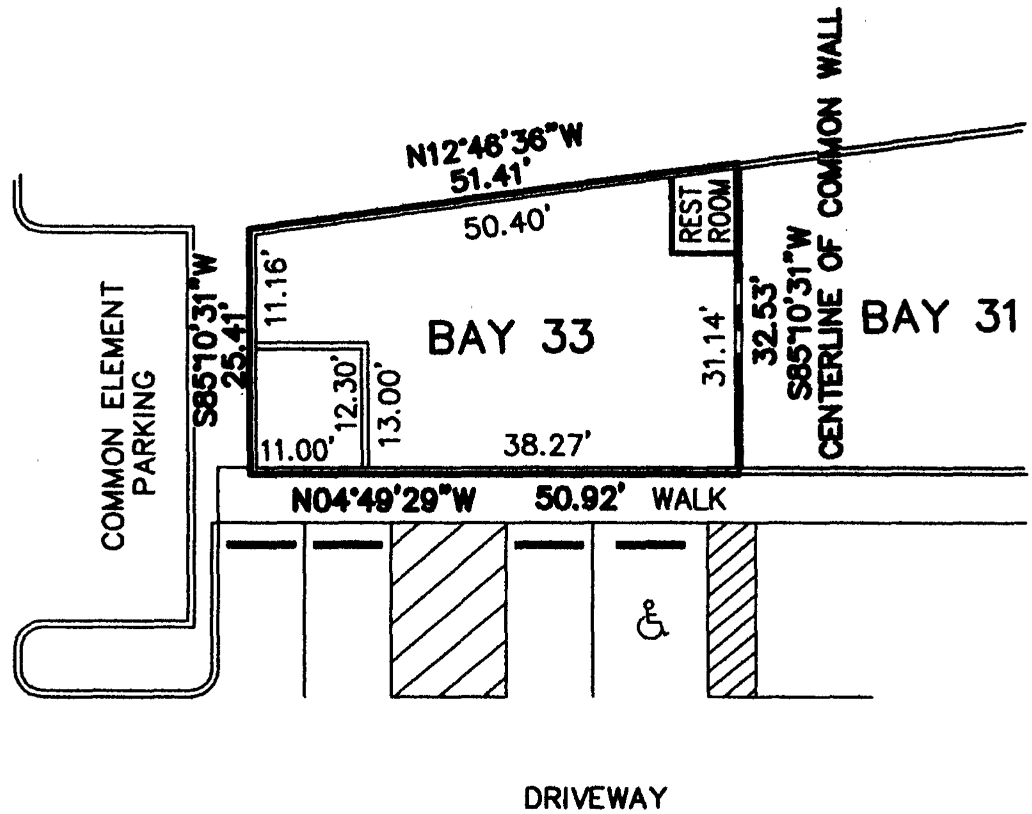
FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.56 (lowest)
=36.79 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 32	DATE: 9/13/06
	SHEET 38 OF 40

SCALE 1"= 20'



ABREVIATION TABLE

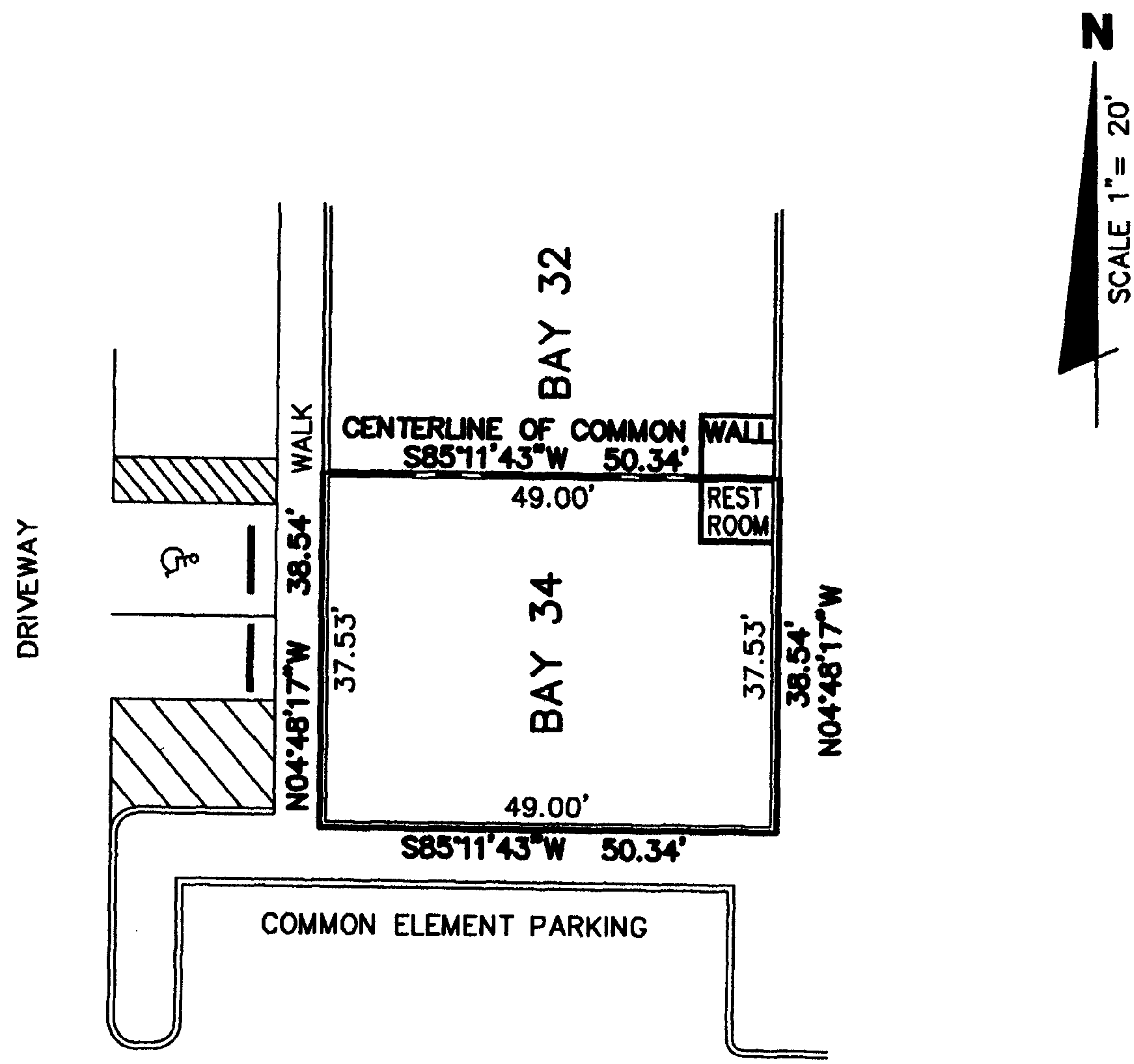
LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.40
CEILING ELEVATIONS:
=35.70 (lowest)
=36.25 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 33	DATE: 9/13/06
	SHEET 39 OF 40



ABREVIATION TABLE

LIMITED COMMON ELEMENT

FLOOR ELEVATION=14.21
CEILING ELEVATIONS:
=35.62 (lowest)
=36.81 (highest)

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

DOWNTOWN BUSINESS CENTER
A CONDOMINIUM

DRAWN: JAO	PROJ. No. 06-024
CHECKED: JEP	SCALE: 1"= 20'
DOWNTOWN BUSINESS CENTER - BAY 34	DATE: 9/13/06
	SHEET 40 OF 40

EXHIBIT "2" TO

DECLARATION OF CONDOMINIUM OF

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., A CONDOMINIUM

ARTICLES OF INCORPORATION

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a Florida corporation, filed electronically on November 30, 2005, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000011964.

Authentication Code: 051130113057-700061787797#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of November, 2005

David E. Mann
Secretary of State

Certificate of Status

I certify from the records of this office that DOWNTOWN BUSINESS PARK CONDOMINIUM, INC. is a corporation organized under the laws of the State of Florida, filed electronically on November 30, 2005.

The document number of this corporation is N05000011964.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 051130113057-700061787797#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of November, 2005

David E. Mann
Secretary of State

Electronic Articles of Incorporation For

N05000011964
FILED
November 30, 2005
Sec. Of State
dwhite

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

Article II

The principal place of business address:

4239 NORTHLAKE BLVD.
SUITE D
PALM BEACH GARDENS, FL. US 33410

The mailing address of the corporation is:

4239 NORTHLAKE BLVD.
SUITE D
PALM BEACH GARDENS, FL. US 33410

Article III

The specific purpose for which this corporation is organized is:

MAINTENANCE AND OPERATION OF CONDOMINIUM ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF ITS DECLARATION, ARTICLES OF INCORPORATION, BY-LAWS, REGULATIONS AND ALL APPLICABLE FLORIDA STATUTES INCLUDING CHAPTER 718 OF THE FLORIDA STATUTES.

Article IV

The manner in which directors are elected or appointed is:

ANNUAL ELECTIONS

Article V

The name and Florida street address of the registered agent is:

JOSEPH F CROSSEN
4239 NORTHLAKE BLVD.
SUITE D
PALM BEACH GARDENS, FL. 33410

N05000011964
FILED
November 30, 2005
Sec. Of State
dwhite

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JOSEPH F. CROSSEN

Article VI

The name and address of the incorporator is:

JOSEPH F. CROSSEN
4239 NORTHLAKE BLVD., SUITE D

PALM BEACH GARDENS, FLORIDA 33410

Incorporator Signature: JOSEPH F. CROSSEN

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: D, P
JOSEPH F CROSSEN
4239 NORTHLAKE BLVD., SUITE D
PALM BEACH GARDENS, FL. 33410 US

Title: D, S
WILLIAM F LEWIS
4239 NORTHLAKE BLVD., SUITE D
PALM BEACH GARDEND, FL. 33410 US

Title: D
BAXTER TAYLOR
4239 NORTHLAKE BLVD., SUITE D
PALM BEACH GARDENS, FL. 33410 US

ARTICLES OF INCORPORATION
OF
DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

The undersigned, for the purpose of forming a not for profit corporation under Chapter 617 of the Florida Statutes, hereby adopt the following Articles of Incorporation

ARTICLE I
NAME

The name of this corporation shall be DOWNTOWN BUSINESS PARK CONDOMINIUM, INC. ("Association").

ARTICLE II
DEFINITIONS

Unless the context shall mean otherwise, the terms used herein and in the By-Laws shall have the same meaning, if any, as that ascribed to them in the Declaration of Condominium of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., recorded or to be recorded in the Public Records of Palm Beach County, Florida (the "Declaration").

ARTICLE III
PURPOSES AND POWERS

The Association shall have the following powers:

A. To operate DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., A CONDOMINIUM (referred to herein as the "Condominium"), and to undertake the performance of, and to carry out the acts and duties incident to, the administration of the Condominium in accordance with the terms, pro-visions, conditions and authorizations contained in these Articles, the Association's By-Laws and the Declaration.

B. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deed of trust, pledge or other lien.

C. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

D. To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration, the By-Laws and the Rules and Regulations of the Association.

E. To contract for the management of the Condominium. To contract for bulk security and cable TV or other similar providers depending on available technology.

F. To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

G. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Declaration, the By-Laws and the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 718, Florida Statutes, the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association.

ARTICLE IV
MEMBERS

A. Each Bay Owner in the Condominium, including the Developer, shall automatically be Members of the Association. Membership of the Developer shall terminate upon being divested of all Bays in the Condominium and upon control of the Association being turned over to the Bay Owners in the Condominium, other than the Developer.

B. Membership, as to all members other than the Developer shall commence upon the acquisition of fee simple title to a Bay in the Condominium and shall terminate upon the divestment of title to said Bay.

C. On all matters as to which the membership shall be entitled to vote each Bay shall be entitled to the number of votes that are equal to their percentage ownership in the common elements of the condominium, which vote shall be exercised in the manner provided for by the Declaration of Condominium and the By-Laws.

D. 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 Bay.

ARTICLE V
EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI
INCORPORATOR

JOSEPH F. CROSSEN is the Incorporator to these Articles of Incorporation.

ARTICLE VII
DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors composed initially of three (3) persons, in accordance with Article III of the Association's By-Laws. Except for Directors appointed by the Developer, all Directors shall be Members or a spouse, trustee or corporate officer of a Member.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws. Should a vacancy occur on the Board, the remaining Directors shall select a Member or other eligible person as described herein, to fill the vacancy until the next annual meeting of the membership.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws:

NAME	**ADDRESS**
JOSEPH F. CROSSEN	3307 Northlake Boulevard, Suite 107, Palm Beach Gardens, FL 33403
WILLIAM LEWIS	3307 Northlake Boulevard, Suite 107, Palm Beach Gardens, FL 33403
BAXTER TAYLOR	3307 Northlake Boulevard, Suite 107, Palm Beach Gardens, FL 33403

ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

NAME	**TITLE**	**ADDRESS**
JOSEPH F. CROSSEN	President	3307 Northlake Boulevard, Ste 107, Palm Beach Gardens, FL 33403
WILLIAM LEWIS	Secretary, Treasurer 107, 33403	3307 Northlake Boulevard, Ste Palm Beach Gardens, FL

ARTICLE IX
BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the Condominium or mortgagees of Bays without their prior written consent.

ARTICLE X
AMENDMENTS TO ARTICLES

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

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the Members of the Association having a majority of the votes in the Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of the Members having 75% of the votes of the Association.

C. No amendment shall make any changes in the qualifications for membership nor the voting rights of the Members, without approval in writing by all Members and the joinder of all record owners of mortgages upon condominium Bays. No Amendment shall be made that is in conflict with the Condominium Act or the Declaration.

D. A copy of each amendment adopted shall be filed with the Secretary of State, pursuant to the provisions of applicable Florida Statutes and the Condominium Act.

ARTICLE XI
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 the Director or Officer in connection with any proceeding or any settlement thereof to which the Director or Officer may be a party, or in which the Director or Officer may become involved by reason of the Director or Officer being or having been a Director or Officer of the Association, whether or not a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's or Officer's duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or Officer may be entitled.

ARTICLE XII
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at 4239 Northlake Boulevard, Suite D, Palm Beach Gardens, FL 33410, or at such other place, within or without the State of Florida, as may be subsequently designated by the Board of Directors. The initial registered office is at 3307 Northlake Boulevard, Suite 107, Palm Beach Gardens, FL 33403, and the initial registered agent therein is JOSEPH F. CROSSEN.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18TH day of OCTOBER, 2006.

JOSEPH F. CROSSEN-Incorporator

ACCEPTANCE OF REGISTERED AGENT

The undersigned accepts his appointment as the initial registered agent of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

JOSEPH F. CROSSEN-Registered Agent

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18th day of October, 2006, by JOSEPH F. CROSSEN, as President on behalf of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., who is personally known to me or has produced ______________________ as identification.

[SEAL]

NOTARY PUBLIC
COMMISSION EXPIRES: __________

STACY A. RODRIGUEZ
MY COMMISSION # DD 376579
EXPIRES: January 15, 2009
Bonded Thru Notary Public Underwriters

EXHIBIT "3" TO THE

DECLARATION OF CONDOMINIUM OF

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

BY-LAWS

BY-LAWS
OF
DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I
IDENTITY

These are the By-Laws of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II
PURPOSES

This Association has been organized for the purpose of being a Condominium Association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC. (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a Condominium Association under the Condominium Act. Terms used herein shall have the meanings assigned in the Declaration of Condominium.

ARTICLE III
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) persons. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be owners of Bays in the Condominium. They shall serve until the first to occur of (3) months after ninety percent (90%) of the Bays have been conveyed to Bay Owners; three (3) years after fifty percent (50%) of the Bays have been conveyed to Bay Owners; when all of the Bays have been completed, some of them have been conveyed to Purchasers and none of the unconveyed Bays are being offered for sale by the Developer in the ordinary course of business; when some of the Bays have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; seven (7) years after recordation of the Declaration of Condominium for DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.; or when the Developer determines to convey control of the Association. Until such time, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any director selected by the Developer and to replace the director so discharged. Further, the Developer shall be entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Bays in the Condominium. Notwithstanding the foregoing, when Bay Owners other than the Developer own 15 percent or more of the Bays in a condominium that will be operated ultimately by an association, the Bay Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors.

B. Except as set forth in Paragraph A, above, Directors shall be elected by the Bay Owners at the annual meeting of Bay Owners and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before the annual meeting, a complete list of Bay Owners entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association and are available for inspection and copying by every Bay Owner of the Association at all reasonable times. The list of Bay Owners shall also be produced at the time and place of election, for inspection by any Bay Owner who may be present. At the first annual meeting of the Bay Owners, directors shall be elected for a term of one (1) year.

D. Directors other than the initial Board of Directors, shall be elected pursuant to the requirements of Section 718.112(2)(b)&(d).

E. Directors shall be Bay Owners of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation.

F. The meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee is present shall be open to all Bay Owners. Any Bay Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Notice of all Board of Directors' meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. Written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding Bays use will be considered, shall be mailed or delivered to the Bay Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board of Directors meetings shall be mailed or delivered at least fourteen (14) days before the meeting, to the Owners of each Bay. Notice of any meeting in which regular assessment against Bay Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

2. Officers.

The officers of the Association shall consist of a President, a Vice President, if any, a Secretary, and a Treasurer, any of whom may be (but are not required to be) members of the Board of Directors, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next annual meeting of the Board of Directors or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the director or officer of membership in the Association.

B. Except for the right of the Developer to replace directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the Bay Owners.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(j), except that directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to directors or officers for their services as directors or officers.

ARTICLE IV
POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

A. All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.

B. The power to levy and collect Assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the Bay Owners of the Association to adopt a budget shall not impair or affect the Bay Owners' obligations to pay their share of the Common Expenses of the Condominium.

C. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Bays in the Condominium and parking spaces, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

D. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements.

F. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.

G. The power to employ the personnel required for the operation of the Common Elements and the Association.

H. The power to pay utility bills for utilities serving the Common Elements.

I. The power to contract for the management and for the security of the Condominium.

J. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all Bay Owners are notified of such changes in the rules and regulations as may be enacted.

K. The power to improve the Condominium Property, subject to the limitations of the Declaration of Condominium.

L. The power to enforce by any legal means the provisions of Florida statute and rules, the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.

M. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from Bay Owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

N. The power to pay all taxes and Assessments which are liens against the Condominium Property, and to assess the same against the Bay Owners and their Bays.

O. The power to deal with and approve or disapprove all conveyances, assignments or leases of Condominium Bays and parking spaces as provided for under the Declaration of Condominium.

P. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

Q. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

R. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these By-Laws are attached.

S. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium Property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

T. The limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE V
DUTIES OF OFFICERS

1. The President shall:

A. Act as presiding officer at all meetings of the Bay Owners of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of Bay Owners.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all order and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of Bay Owners.

2. The Vice President shall:

A. Act as presiding officer at all meetings of the Bay Owners of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining directors shall select a person to act as chairman of the meeting.

4. The Secretary Shall:

A. Attend all regular and special meetings of the Bay Owners of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of Bays, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and Bay Owners which minute book shall at all reasonable times be available at the office of the Association for inspection by Bay Owners, or their authorized representative, and directors, and act as transfer agent to record transfers and rules and regulations in the corporate book. The minutes of all meetings of the Board of Directors and of Bay Owners shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, summary of the financial transactions and conditions of the Association for the preceding year. He shall make a full and accurate report of the matters and business pertaining to his office to the Bay Owners at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI
MEMBERSHIP

1. Meetings of Bay Owners.

A. Annual Meetings: The first annual meeting of the Association shall be held at the office of the Association one (1) year after the date of the adoption of these By-Laws, or at such other time and place as selected by the Board of Directors. Thereafter, the annual meeting of the Association shall be held at the office of the Association on the third Thursday of April, or at such other date and place as selected by the Board of Directors. At such meetings there shall be elected by ballot of the Bay Owners, a Board of Directors, in accordance with the requirements of these By-Laws. The Bay Owners may also transact such other business of the Association as may properly come before the meeting. The Secretary shall file the affidavit of notice as required by the Act.

B. Special Meetings: It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by twenty-five percent (25%) of the Owners of Bays having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of four-fifths (4/5) of the Bays represented, either in person or by proxy. Provided, however, that a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called only upon ten percent (10%) of the Owners of Bays giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of Meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Bay Owner of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) days prior to such meeting and shall be posted in a conspicuous place on the Condominium Property, at least fourteen (14) continuous days preceding the annual meeting. The Secretary shall provide an affidavit to be included in the official records of the Association as proof of such mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium Property, at least fourteen (14) days in advance of each meeting, except in cases of emergency. Notice of any meeting at which Assessments against Bay Owners are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

D. Budgetary Meetings: The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Assessments to the Bay Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. The Bay Owners shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to Bay Owners. If an adopted budget requires Assessment against the Bay Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the members to the Board of Directors, shall call a special meeting of the Bay Owners within sixty (60) days, after adoption of the annual budget, and hand deliver or mail to each Bay Owner notice of the meeting fourteen (14) days prior to such meeting. At the special meeting, Bay Owners may consider and enact a budget by a majority vote of all Bay Owners. If a quorum is not attained or a substitute budget is not adopted by the Bay Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation.

E. Quorum: No less than one-third (1/3) of the Bay Owners shall constitute a quorum for the transaction of business at all meetings.

F. Adjourned Meetings: If any meeting of Bay Owners cannot be organized because a quorum has not attended, the Bay Owners who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than fourteen (14) days from the time the original meeting was called.

G. Voting: At every meeting of the Bay Owners, each Bay Owner present, either in person or by proxy, shall have the right to cast votes for each Bay owned by such Bay Owner, on each question where a Bay Owner's vote is required, in accordance with the Declaration of Condominium. Where a percentage of Bay Owners is specified herein, the same shall be deemed to mean said percentage of Bay Owners based upon the votes which such Bay Owner is entitled to cast. The vote of Bay Owners holding a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: Bay Owners may not vote by general proxies but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Declaration or Florida Statutes requires or permits a vote of the Bay Owners. No proxy, limited or general, shall be used in the election of Board members except in the case of recall. General proxies may be used for other purposes for which limited proxies are not required, and may also be used in voting non-substantive changes to items for which a limited proxy is required and given. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the Bay Owner exercising it.

I. Waiver and Consent: Nothing herein shall be construed to prevent a Bay Owner from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted. Notwithstanding the foregoing, meetings of Bay Owners must be held at least annually, and for voting on budgetary matters, waiver of reduction of reserve requirements.

2. Meetings of Directors.

A. Organizational Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, provided a majority of the whole Board of Directors shall be present.

B. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate.

C. Special Meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days notice to each director, given personally or by mail, telephone, electronic mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

D. Notice of Regular and Special Meetings: Notice of the time and purpose of regular and special meetings of the Board of Directors 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. All meetings shall be open to Bay Owners. Notice of all meetings shall be conspicuously posted at the Condominium Property at least forty-eight (48) continuous hours prior to the meeting, except in cases of emergency. Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Bay use, will be considered, shall be mailed or delivered to the Bay Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

E. Waiver of Notice: Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof.

F. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time and give notice of the new meeting pursuant to paragraph D above. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

ARTICLE VII
PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association or with applicable Florida law.

2. The order of business at annual Bay Owners' meetings and as far as practical at other Bay Owners' meetings will be:

A. Ballots not yet cast shall be collected;

B. Election of Chairman;

C. Roll Call;

D. Proof of Notice of Meeting; or Waiver of Notice;

E. Reading of Minutes of Prior Meeting;

F. Officers' Reports;

G. Committee Reports;

H. Election of Inspectors of Elections;

I. Elections;

J. Unfinished Business;

K. New Business; and Adjournment.

ARTICLE VIII
ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of

Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium Bays in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular Assessments shall be paid by the Bay Owners on a monthly or quarterly basis, as determined by the Board of Directors from time to time, payable in advance on the first day of each and every month (or quarter), or as otherwise established by the Board of Directors.

4. Special Assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as regular Assessments, unless the Declaration of Condominium shall otherwise provide, or unless when the Special Assessment is levied, the Board determines that a different schedule of payment should be implemented for any particular Special Assessment.

5. When the Board of Directors has determined the amount of any Regular or Special Assessment, the Secretary shall transmit a statement of such Assessment to each Condominium Bay Owner. All such payments shall be made payable to THE TOY STORE CONDOMINIUM ASSOCIATION, INC.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than, the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the Assessment of each Bay Owner of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Bay Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Bay, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Bay.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the Association shall charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty-five dollars ($25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment.

8. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Bay Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these By-Laws. Each Bay Owner shall be individually responsible for the payment of Assessments against his Bay and for the payment of reasonable attorney's fees and cost incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be made in the amount of the last prior Assessment and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

ARTICLE IX
FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in PALM BEACH COUNTY, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

3. Fidelity Bonds: Fidelity bonds shall be required for directors, officers and employees of the Association, handling or responsible for Association funds. The bond shall cover the maximum funds that will be in custody of the Association at any one time. The premium for any such bonds shall be paid for by the Association.

4. Records: The Association shall maintain accounting records according to good accounting practice. Such records shall include: (1) a record of receipts and expenditures for each Bay Owner which shall designate the name and address of the Bay Owner, the amount of each Assessment, the amounts paid upon the account and the balance due; (2) a register listing the names of any mortgage holders of lien holders who have notified the Association of their liens, and of the lien holders to which the Association is required to give notice of default. The records shall also include, but not be limited to, current copies of the Declaration, By-Laws and other rules and regulations, and other items as described in Section 718.111(12).

The Association records shall be open to inspection by any Association Bay Owner, the authorized representative of such Bay Owner or by holders, insurers and guarantors of first mortgages that are secured by a Bay in the Condominium. These records shall be available within five (5) working days after receipt of written request to the Board of Directors.

5. Financial Report: Within one hundred twenty (120) days after the final financial report of the previous year is completed by the Association or received from a third party contracted to do so, the Association shall mail or hand deliver to each Bay Owner a copy of the Financial Report or notice that a copy of the financial report shall be mailed without charge to a Bay Owner upon written request from the Bay Owner.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

ARTICLE X
ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Common Elements and Limited Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Bays, Limited Common Elements and Common Elements by the Bay Owners and all Bay Owners shall abide thereby, provided that said rules and regulations shall be equally applicable to all Bay Owners and uniform in their application and effect. The Rule and Regulations attached hereto as EXHIBIT A are the initial Rules and Regulations.

ARTICLE XI
ARBITRATION

In the event of internal dispute(s) among Bay Owners, Association, and their agents and assigns, arising from the operation of the Condominium, then said parties shall attempt to resolve said dispute(s) through mandatory non-binding arbitration in accordance with the then existing rules of the Act. The cost of the arbitration proceeding shall be borne equally between the disputing parties unless as otherwise provided in the Act. A judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction.

ARTICLE XII
VIOLATIONS AND DEFAULTS

In the event of a violation, (other than non-payment of an Assessment by a Bay Owner), of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation, or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay Assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Bay Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien for foreclosure, the Condominium Bay Owner at the court's discretion shall be required to pay a reasonable rent for his Condominium Bay during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

The Association may levy reasonable fines against a Bay for the failure of the Bay Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fines may exceed one hundred ($100.00) dollars per violation, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand ($1,000.00) dollars. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Bay Owner and, if applicable, its licensee or invitee, in the following manner:

1. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Bay Owners, after reasonable notice of not less than fourteen (14) days, and which notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration of Condominium, By-Laws or Rules which allegedly had been violated and a short and plain statement of the matters asserted by the Association.

2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

3. If the committee of Bay Owners disagree with the fine, it will not be levied.

ARTICLE XIII
AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the Bay Owners at any duly convened meeting of the Bay Owners where a quorum is present and approved by the holders of at least sixty-seven percent (67%) of the votes of all the Bay Owners of the Association in person or by proxy, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any Bay Owner. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the directors, or proposed by Bay Owners of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Bay Owner nor any class or group of Bay Owners unless the Bay Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which would be detrimental to the sale of Bays by the Developer may be adopted or become effective without the prior written consent of the affected Developer. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law Article _____ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

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

ARTICLE XIV
VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not effect the validity of any other By-Law.

The foregoing was adopted as the By-Laws of DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a Florida not-for-profit corporation, at a meeting of the Bay Owners of said Association duly noticed, at which all Board Members were present, by the unanimous vote of the Bay Owners on the 18th day of OCTOBER, 2006.

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC., a Florida not for profit corporation

By:______________________
JOSEPH F. CROSSEN, President

____
WILLIAM LEWIS, Secretary

EXHIBIT "4"

TO

DECLARATION OF CONDOMINIUM OF

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

PERCENTAGE OF INTEREST BY UNIT

EXHIBIT "D"

THE BUSINESS DEVELOPMENT CENTER, A CONDOMINIUM
UNDIVIDED SHARES IN COMMON ELEMENTS

UNIT NUMBER	UNIT SQUARE FEET	UNDIVIDED SHARES IN COMMON ELEMENTS
Bay 1	3691	5.94%
Bay 2	1598	2.57%
Bay 3	2869	4.62%
Bay 4	1482	2.40%
Bay 5	2725	4.39%
Bay 6	1512	2.43%
Bay 7	2610	4.20%
Bay 8	1512	2.43%
Bay 9	2717	4.37%
Bay 10	1512	2.43%
Bay 11	2370	3.81%
Bay 12	1764	2.84%
Bay 13	2138	3.44%
Bay 14	1512	2.43%
Bay 15	2091	3.37%
Bay 16	1512	2.43%
Bay 17	2282	3.67%
Bay 18	1527	2.46%
Bay 19	1823	2.93%
Bay 20	1711	2.75%
Bay 21	1696	2.73%
Bay 22	1512	2.43%
Bay 23	1569	2.53%
Bay 24	1512	2.43%
Bay 25	1443	2.33%
Bay 26	1512	2.43%
Bay 27	1524	2.45%
Bay 28	1764	2.84%
Bay 29	1166	1.89%
Bay 30	1511	2.43%
Bay 31	1036	1.68%
Bay 32	1511	2.43%
Bay 33	1475	2.37%
Bay 34	1940	3.12%
TOTAL	62,130	100.00%

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

BUSINESS DEVELOPMENT CENTER, A CONDOMINIUM

DRAWN:	MDB	PROJ. No.	06-024
CHECKED:	JEP	SCALE:	NONE
EXHIBIT "D"		DATE:	9/13/06
		SHEET 1 OF 1	

EXHIBIT "5"

DECLARATION OF CONDOMINIUM

OF

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

- -

ORIGINAL ESTIMATED BUDGET

DOWNTOWN BUSINESS PARK
CONDOMINIUM

ORIGINAL ESTIMATED BUDGET

EXHIBIT 7

BUDGET CLASSIFICATION	ORIGINAL ESTIMATED BUDGET	ANNUAL PER SQ. FT. COST
EXPENSES:		
MANAGEMENT FEES	9,000.00	0.143
LEGAL FEES	480.00	0.008
TAX PREPARATION	250.00	0.004
LICENSES / PERMITS	60.00	0.001
OFFICE EXPENSES	480.00	0.008
ELECTRICITY	10,080.00	0.161
WATER/SEWER/SANITATION	12,000.00	0.191
MAINTENANCE & REPAIR	18,000.00	0.287
GROUNDS MAINTENANCE	9,000.00	0.143
INSURANCE-GENERAL	48,000.00	0.765
TELEPHONE	1,200.00	0.019
TOTAL EXPENSES	108,550.00	1.730

EXHIBIT "6"

TO

DECLARATION OF CONDOMINIUM OF

THE DOWNTOWN BUSINESS PARK CONDOMINIUM

DEVELOPER'S RIGHT TO EXPAND PROJECT

EXHIBIT 6

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.
DECLARATION OF COVENANTS AND RESTRICTIONS

DEVELOPER'S RIGHT TO EXPAND PROJECT

Until such time as the Developer turns over control of the Association to the membership as specified in the Association's Articles of Incorporation, Article 6.2, the Developer retains the right to expand the Association by annexing additional adjacent real property to the Association and expanding the number of units contained within the Association.

Should this occur, the Developer shall retain the right to file such legal documents as needed to: (1.), Restate the legal description of the common elements; (2), Restate the percentage of interest owned by each unit; and, (3), Modify any plat plan, boundary survey, description of the units or other documents to effect the expansion as required.

EXHIBIT 7

TO

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

DECLARATION OF CONDOMINIUM

- -

RULES AND REGULATIONS

DOWNTOWN BUSINESS PARK CONDOMINIUM, INC.

Rules and Regulations

These rules and regulations are the initial rules and regulations promulgated for the Association. The Board of Directors has the authority to amend to, add, delete or change these regulations as provided for in the Association's Articles, By-Laws and/or Declaration.

Violations: Violations of these rules and regulations as amended from time to time, or any of the provisions of the Articles of Incorporation, By-Laws or Declaration of Covenants and Restrictions may be fined as provided for in the Association's By-Laws.

Guests / Lessees: Owners are responsible for any and all actions taken by their respective guests and/or lessees. Any liability or cost associated with the enforcement of these rules and regulations or the provisions of the Association's recorded documents, including attorney fees and costs, shall become a lien against the owner's unit subject to foreclosure.

Leasing and Sales: The Association reserves the right to approve and require an application be completed, as amended from time to time, to apply for such any transfer, lease or sale of a unit.

Parking: No vehicle shall be parked at any time on the grass areas of the property. No vehicle may park at anytime in such a manner which impedes access or egress by other owners from their parking area, storage area or over the common roadways.

No overnight parking shall be permitted on the individual unit's exterior driveways without the express written consent of the Association, which shall be given by virtue of providing a parking decal. Any owner/lessee requesting such decal hereby agrees to provide such reasonable information as may be required from the Association prior to issuance of any such decal. Any vehicle parked outside of any unit or on any of the Association's common property shall be subject to immediate towing at the owner's expense, should the vehicle not be displaying the required decal.

Driveways: Individual driveways outside of the unit are the maintenance, repair and replacement responsibility of the owner. All such driveways and parking areas shall be kept clean and free from oil spills and other debris. Should the owner fail to comply with this requirement, after reasonable notice, the Association may perform the work and bill the owner. Should the owner fail to pay the fee, the charge shall become a lien against the unit and shall be treated as a common area charge subject to lien and foreclosure action.

Trash: The Association maintains one trash dumpster area on the property. Trash must be placed inside of the dumpster itself not simply in the area. Trash left inside the dumpster enclosure but not in the dumpster will be removed at the owner's expense.

Landscaping: No landscaping shall be added or modified by any owner/lessee unless prior written approval is obtained from the Association.

Window & Coverings: All windows within the complex are impact glass. Any replacement required by the owner shall be made with material identical to the original. Any deviation or alteration must be approved by the Association, in writing. Window coverings shall be white or beige in color when seen from the exterior.

Pets: Pets are permitted within the Unit, provided the same are under leash (not voice control), shall be permitted within the Common Areas and Limited Common Areas, however, the Unit Owner shall be responsible for immediately cleaning up all waste and disposing of same in a plastic bag in a refuse container. Any pet that is considered a nuisance or whose Unit Owner does not clean up after it as provided herein, may be restricted from entering upon the Limited Common Areas and Common Areas except while in a vehicle.

Personal Property: No personal property may be stored outside of the unit either on Common Areas or Limited Common Areas.