

Club Royale
Condo
Documents

Amendments

CONDO REVISIONS

Changes in the state condominium law that take effect next Jan. 1 include:

■ **PROXIES:** Proxies are outlawed in elections for board members. Unit owners cannot let anyone else vote their ballots. Owners must vote on their own using written ballots or voting machines. Boards can use proxies only for voting on issues, such as amending bylaws.

■ **KICKBACKS:** No officer, director or manager can solicit or accept anything worth more than \$100 from anyone who provides goods or services to the association. The Bureau of Condominiums can impose fines up to \$5,000 for violations.

■ **MANDATORY ARBITRATION:** Certain internal disputes, including those that question the authority of the board of directors, must be arbitrated before a lawsuit can be filed. The side not satisfied with the arbitrator's decision then can go to court. The arbitrator's decision is admissible in court.

■ **FINES AGAINST OWNERS:** Boards of directors cannot fine unit owners more than \$100 a day — up to \$1,000 maximum — for violating an association rule. Associations must give the alleged violator reasonable notice and the opportunity for a hearing to defend himself or herself.

■ **FINES AGAINST OFFICIALS:** The Bureau of Condominiums may fine any individual officer or board member up to \$5,000 for "willfully and knowingly" violating condo law or any bureau rule or order.

■ **FREEDOM TO SPEAK:** Unit owners must be allowed to attend meetings of the board of directors and to voice their opinions about agenda items. They also can make audio or video tapes of meetings under rules to be published by the Bureau of Condominiums.

■ **CABLE TELEVISION:** The board of directors may contract for cable-TV service for all unit owners. The contract stands unless a majority of unit owners, at the next meeting, votes to cancel it. Otherwise, the contract cannot be canceled for at least two years. Only hearing-impaired or legally blind owners can opt out of the service; economic hardship is no excuse for not paying.

■ **OMBUDSMAN:** An ombudsman's office with a staff of lawyers will be hired by the state to serve as liaison between the Bureau of Condominiums and unit owners. The ombudsman's office also will help unit owners file complaints, recommend the bureau take enforcement action against associations and recommend condo law changes to the governor and Legislature for changing condo law.

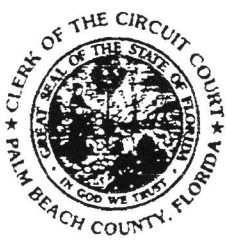
■ **ADVISORY COUNCIL:** A seven-member Advisory Council on Condominiums is established to replace the 10-member Condominium Study Commission. Advisory Council members are appointed by the governor and leaders of the Legislature to hear suggestions from the public on condominium-related issues and recommend changes to condominium law.

SOURCES: Legislative Information Service. Gary Poliakoff, Kitty Thibault and Florence Dietz.

1C
358-B



CFN 20040627157
OR BK 17722 PG 1905
RECORDED 11/03/2004 14:23:15
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court
Pg 1905; (1pg)



STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I, DOROTHY H. WILKEN, Clerk of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, do here by certify that:

We have searched the records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and at this time find only one Declaration of Condominium recorded under the name of

CLUB ROYALE, A CONDOMINIUM

which is recorded in Official Record Book 3641 , Page 695 .
The records have been searched through October 20, 2004

IN WITNESS THEREOF, I hereunto set my hand and seal of the Court at West Palm Beach, Florida, this 25th day of October , 2004.

DOROTHY H. WILKEN
CLERK OF CIRCUIT COURT
PALM BEACH COUNTY, FLORIDA

by Maura Bradette
Deputy Clerk pw



This instrument was prepared by:

LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

PO Box 9057
33310-9953

FEB-19-1998 8:52am 98-056267

ORB 10235 Pg 1868

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

NOTICE WITH RESPECT TO THE FAIR HOUSING AMENDMENTS ACT OF 1988

The Declaration of Condominium of Club Royale, a Condominium, as recorded in Official Records Book 3641 at Page 0685 of the Public Records of Palm Beach County, Florida.

Article 20.F of the Declaration of Condominium provides that children under the age of eighteen (18) may not permanently reside in the Condominium. Under the guidelines established by the Fair Housing Amendments Act of 1988, an Association is not able to enforce such a restriction unless it qualifies for an exemption under the aforementioned Act. As the Club Royale Condominium does not currently qualify for an exemption, it will not enforce the age restriction contained in Article 20.C of the Declaration of Condominium unless and until applicable law is amended to allow for such enforcement or unless and until the Association qualifies for an exemption under applicable law allowing it to enforce the age restriction.

IN WITNESS WHEREOF, we have affixed our hands this 4th day of February, 1998, at Boca Raton, Palm Beach County, Florida.

WITNESSES

Sign

[Signature]

Print

ROLF DECKER

Sign

[Signature]

Print

Donna Ann Cooper

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC.

By:

[Signature]

John Sclafani, President
c/o 6628 Boca Del Mar Drive
Boca Raton, FL 33433

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of February, 1998, by John Sclafani, as President of Club Royale Condominium Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

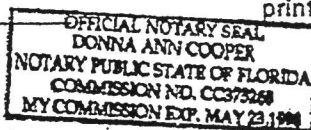
Personally Known OR
Produced Identification

Type of Identification

sign
print

[Signature]
[Signature]

My Commission expires: May 23, 1998



#125596

Becker & Polickoff
450 Australian Ave S. 7th floor
West Palm Beach, FL
33401

MAR-23-1993 3:20pm 93-086163
ORB 7634 Pg 622

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
CLUB ROYALE, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for Club Royale, A Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3641 at Page 695; and

WHEREAS, the By-Laws for Club Royale Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Club Royal Condominium Association, Inc., a Florida not-for-profit corporation, held on February 23, 1993, the aforementioned Declaration of Condominium and By-Laws were amended pursuant to the provisions of said Declaration and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration and By-Laws, is a true and correct copy of the amendment as amended by the membership:

AMENDMENT TO ARTICLE II, SECTION (1) OF
THE BY-LAWS OF
CLUB ROYALE, A CONDOMINIUM

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

ARTICLE II
DIRECTORS

Section 1. Number and Term. ~~The number of directors ("Directors") which shall constitute the Association's Board of Administration shall be not less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association, but thereafter, all Directors, except for those Directors elected by the Developer, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members. The number of directors ("Directors") which shall constitute the Association's Board of Administration shall be seven (7). Commencing at the first annual meeting subsequent to the adoption of this amendment, the four (4) candidates receiving the highest number of votes shall be elected for a two (2) year term. The three (3) candidates receiving the next highest number of votes shall be elected for a one (1) year term (should only seven (7) candidates be nominated for the seven (7) vacancies at said annual meeting, the Directors shall thereafter decide among themselves who shall serve for the two (2) year term and who shall serve for the one (1) year term). Thereafter, all Directors shall be elected for two (2) year terms. All Directors shall be members of the Association.~~

* * * * *

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

RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

WITNESS my signature hereto this 18 day of MARCH,
1993, at Boca Raton, Palm Beach County, Florida.

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Witness
HAN MARIE STEFANIK
(PRINT NAME)

By: [Signature]
President

Rae M. Bride
Witness
RAE M. BRIDE
(PRINT NAME)

Attest: [Signature]
Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 18
day of MARCH 1993, by JOHN G. SCAPPANI
and ROUS H. MARQUISEE, as PRESIDENT
and SECRETARY, respectively, of Club Royale
Condominium Association, Inc., a Florida not-for-profit
corporation, on behalf of the corporation. They are personally
known to me, or have produced A DRIVERS LICENSE
as identification and did take an oath.

[Signature] (Signature)
HAN MARIE STEFANIK (Print Name)
Notary Public, State of Florida at Large

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES JUL 15, 1995.
BONDS: THREE THOUSAND DOLLARS

W/C 19V
RFB

SEP-12-1991 02:41PM 91-261214

ORB 6954 Pg 1829

AMENDMENT
TO
DECLARATION OF CONDOMINIUM

This Amendment is made this 12 day of Sept., 1991, by Minto Builders (Florida), Inc., a Florida corporation ("Developer"), whose post office address is 2400 Lyons Road, Coconut Creek, Florida 33063.

WHEREAS:

A. Developer has executed and recorded that certain Declaration of Condominium of Club Royale, A Condominium (the "Condominium") in Official Records Book 3641, at Page 695, as amended (the "Declaration"), of the Public Records of Palm Beach County, Florida; and

B. Building No. 3 of the Condominium was not complete at the time of recordation of the Declaration; and

C. Building No. 3 is now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to the Declaration in order to reflect such completion.

NOW, THEREFORE, in accordance with Section 718.104-(4)(c), Florida Statutes, Developer hereby amends the Declaration by adding thereto the material attached to this Amendment as Schedule 1.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed and sealed in the presence of:

Minto Builders (Florida), Inc., a Florida corporation

[Signature]
Harry Blinn
[Signature]
Elizabeth Ann McCauley

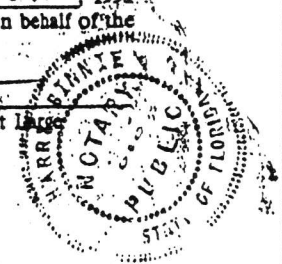
By: [Signature]
Michael Greenberg, President
(Corporate Seal)

STATE OF FLORIDA }
 } ss:
COUNTY OF BROWARD }

The foregoing Amendment was acknowledged before me this 12 day of Sept., 1991, by Michael Greenberg, President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires: 9.7.97

[Signature]
Notary Public - State of Florida at Large
Harry Blinn



Prepared by:
Robert M. Haber, Esq.
Jordan Schulte & Burchette
701 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Telephone: (305) 71-2600

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CLUB ROYALE, A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPISE BUILDING 3, CLUB ROYALE, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CLUB ROYALE, A CONDOMINIUM TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDING 3 AND COMMON ELEMENT FACILITIES SERVING BUILDING 3 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

9/10/91
DATE

Ismael S. Mohamed
ISHMAEL S. MOHAMED
REGISTERED LAND SURVEYOR NO. 2464
STATE OF FLORIDA



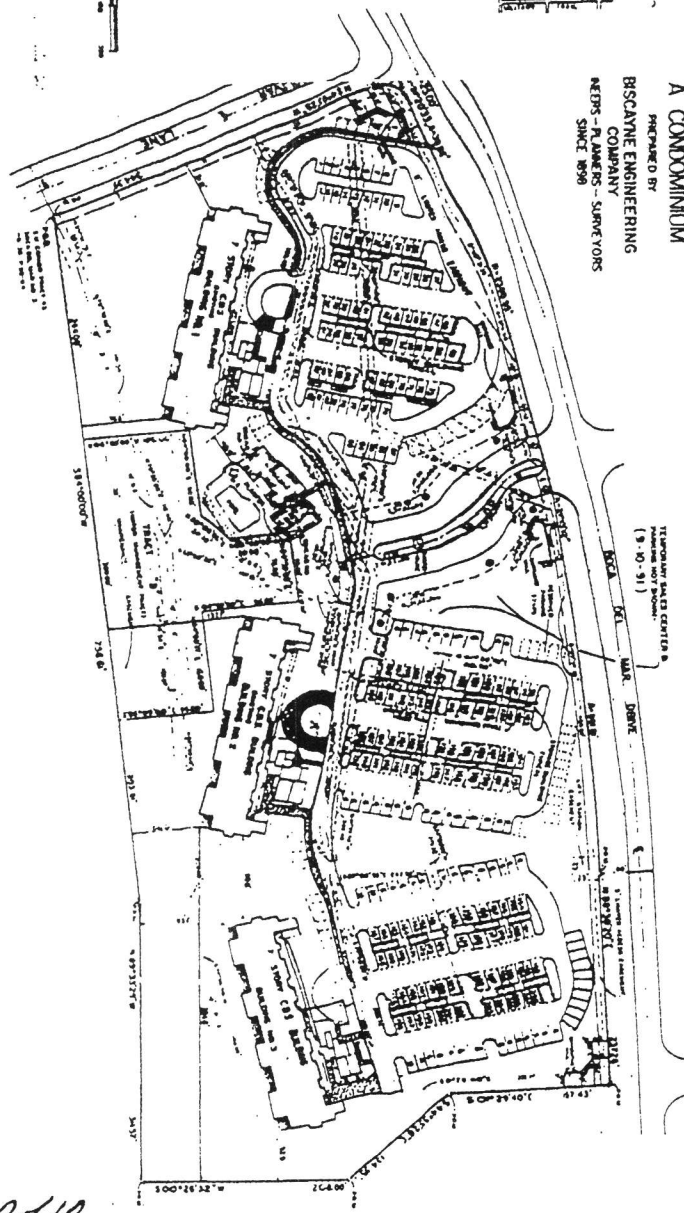
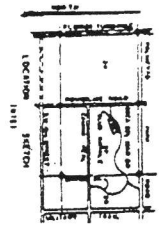
SHEET 1 OF 12

ORE 6954 # 1830

Schedule I page 1 of 10

DECLARATION OF CONDOMINIUM
 OF
CLUB ROYALE
 A CONDOMINIUM

PREPARED BY
 BISCAYNE ENGINEERING
 COMPANY
 NEEDS - PLAINFIELD - SURF CITY
 SHEET 1099



GENERAL NOTE:
 1. THE CONDOMINIUM UNIT NUMBERS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS OF THE CLUB ROYALE CONDOMINIUM ASSOCIATION.

2. THE CONDOMINIUM UNIT NUMBERS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS OF THE CLUB ROYALE CONDOMINIUM ASSOCIATION.
3. THE CONDOMINIUM UNIT NUMBERS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS OF THE CLUB ROYALE CONDOMINIUM ASSOCIATION.
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9. THE CONDOMINIUM UNIT NUMBERS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS OF THE CLUB ROYALE CONDOMINIUM ASSOCIATION.
10. THE CONDOMINIUM UNIT NUMBERS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS OF THE CLUB ROYALE CONDOMINIUM ASSOCIATION.

UNIT NO.	AREA (SQ. FT.)	COMMON AREA (SQ. FT.)	TOTAL AREA (SQ. FT.)	UNIT PRICE	TOTAL PRICE
1	1,200	100	1,300	\$100,000	\$130,000
2	1,200	100	1,300	\$100,000	\$130,000
3	1,200	100	1,300	\$100,000	\$130,000
4	1,200	100	1,300	\$100,000	\$130,000
5	1,200	100	1,300	\$100,000	\$130,000
6	1,200	100	1,300	\$100,000	\$130,000
7	1,200	100	1,300	\$100,000	\$130,000
8	1,200	100	1,300	\$100,000	\$130,000
9	1,200	100	1,300	\$100,000	\$130,000
10	1,200	100	1,300	\$100,000	\$130,000

ORL 6954 P4 1831

Schedule F page 2 of 10

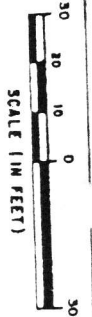
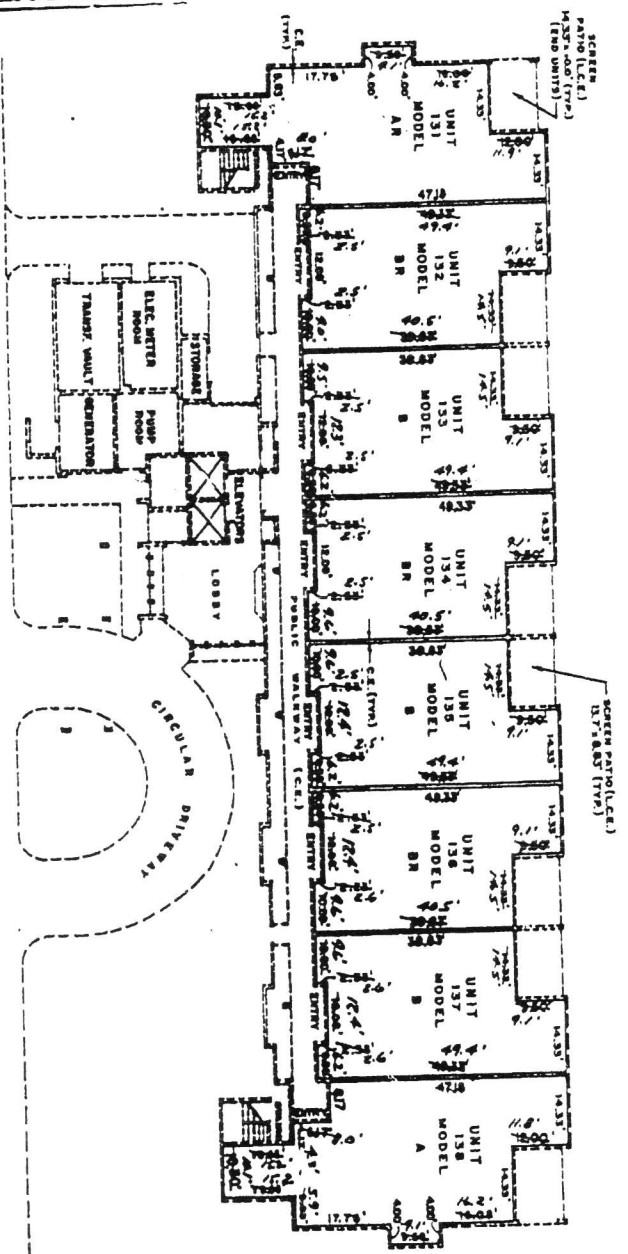


EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CLUB ROYALE - A CONDOMINIUM



LOBBY FIRST FLOOR PLAN

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

DESCRIPTION OF COMMON ELEMENTS

1. All units and the portions of common elements which are within the unit.
2. All common elements which are within the unit.
3. All common elements which are within the unit.
4. All common elements which are within the unit.
5. All common elements which are within the unit.
6. All common elements which are within the unit.
7. All common elements which are within the unit.
8. All common elements which are within the unit.
9. All common elements which are within the unit.
10. All common elements which are within the unit.

NOTES

1. All units are completed from plans and data furnished by the architect.
2. All units are completed from plans and data furnished by the architect.
3. All units are completed from plans and data furnished by the architect.
4. All units are completed from plans and data furnished by the architect.
5. All units are completed from plans and data furnished by the architect.
6. All units are completed from plans and data furnished by the architect.
7. All units are completed from plans and data furnished by the architect.
8. All units are completed from plans and data furnished by the architect.
9. All units are completed from plans and data furnished by the architect.
10. All units are completed from plans and data furnished by the architect.

LEGEND

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES COMMON ELEMENTS
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- INDICATES COMMON ELEMENTS

MINIMUM UPPER LIMITS OF UNIT 25.54 ELEV. (M.S.L.)
 MINIMUM LOWER LIMITS OF UNIT 17.39 ELEV. (M.S.L.)

BLDG. NO. 3

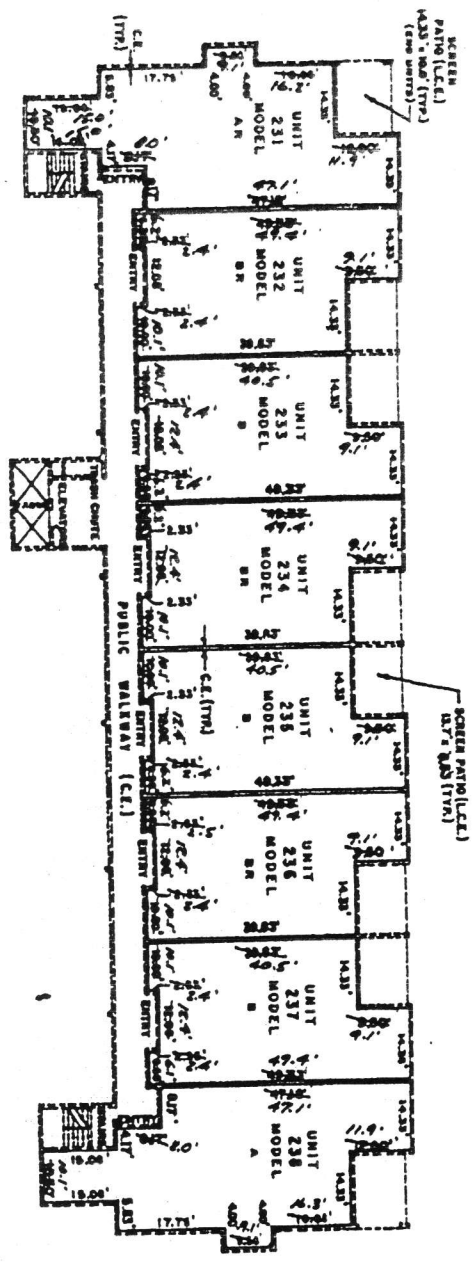
CCL CONSULTANTS, INC.	
2272	
BOCA-DEL-HAR MIDRISE	
TRACT 45 CLUB ROYALE	
5 #12	5 #12

Schedule I page 3 of 10

086 6954 3



EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CLUB ROYALE - A CONDOMINIUM



2 ND FLOOR PLAN

34.14
 MINIMUM UPPER LIMITS OF UNIT -33.92 ELEV. (M.S.L.)
 MINIMUM LOWER LIMITS OF UNIT -25.02 ELEV. (M.S.L.)
 25.79

BLDG. NO. 3

DESCRIPTION OF COMMON ELEMENTS

1. All land and buildings of Condominium property not within any unit or common element of the Condominium.

2. All buildings, walls, roofs, floors, ceilings, stairs, elevators, and other structures, fixtures, and equipment of the Condominium.

3. All common areas, including but not limited to, lobbies, corridors, hallways, restrooms, and other areas used by the owners of the units.

4. All common areas, including but not limited to, swimming pools, tennis courts, and other recreational facilities.

5. All common areas, including but not limited to, parking areas, and other areas used for the storage of vehicles.

6. All common areas, including but not limited to, utility rooms, and other areas used for the operation and maintenance of the Condominium.

7. All common areas, including but not limited to, landscaping, and other areas used for the aesthetic enhancement of the Condominium.

8. All common areas, including but not limited to, security systems, and other areas used for the protection of the Condominium.

9. All common areas, including but not limited to, fire alarm systems, and other areas used for the safety of the Condominium.

10. All common areas, including but not limited to, emergency lighting, and other areas used for the safety of the Condominium.

NOTES

1. The Plan is prepared from field and data furnished by the owner of the property and is not intended to be a substitute for a professional survey or other engineering or architectural work.

2. All walls are 12" thick unless otherwise noted.

3. Dimensions (except otherwise noted) are in feet, and shall apply to the exterior of the walls.

4. The location of common areas, including but not limited to, swimming pools, tennis courts, and other recreational facilities, is shown on the attached site plan.

5. The location of common areas, including but not limited to, utility rooms, and other areas used for the operation and maintenance of the Condominium, is shown on the attached site plan.

6. The location of common areas, including but not limited to, landscaping, and other areas used for the aesthetic enhancement of the Condominium, is shown on the attached site plan.

7. The location of common areas, including but not limited to, security systems, and other areas used for the protection of the Condominium, is shown on the attached site plan.

8. The location of common areas, including but not limited to, fire alarm systems, and other areas used for the safety of the Condominium, is shown on the attached site plan.

9. The location of common areas, including but not limited to, emergency lighting, and other areas used for the safety of the Condominium, is shown on the attached site plan.

LEGEND

..... indicates unit boundaries

----- indicates common elements

(C.E.) indicates common elements

(C.L.) indicates common elements

(C.W.) indicates common elements

(C.D.) indicates common elements

(C.S.) indicates common elements

(C.T.) indicates common elements

(C.F.) indicates common elements

(C.H.) indicates common elements

(C.V.) indicates common elements

(C.A.) indicates common elements

(C.M.) indicates common elements

(C.P.) indicates common elements

(C.N.) indicates common elements

(C.E.) indicates common elements

(C.S.) indicates common elements

(C.T.) indicates common elements

(C.F.) indicates common elements

(C.H.) indicates common elements

(C.V.) indicates common elements

(C.A.) indicates common elements

(C.M.) indicates common elements

(C.P.) indicates common elements

(C.N.) indicates common elements

CCL CONSULTANTS, INC.
 12000 W. BAYVIEW BLVD., SUITE 100
 MIAMI, FLORIDA 33147
 (305) 551-1111

mirro builders (Florida), Inc.
 12000 W. BAYVIEW BLVD., SUITE 100
 MIAMI, FLORIDA 33147
 (305) 551-1111

BDCA-DEL-NAAR MIDRISE
 TRACT 45 CLUB ROYALE

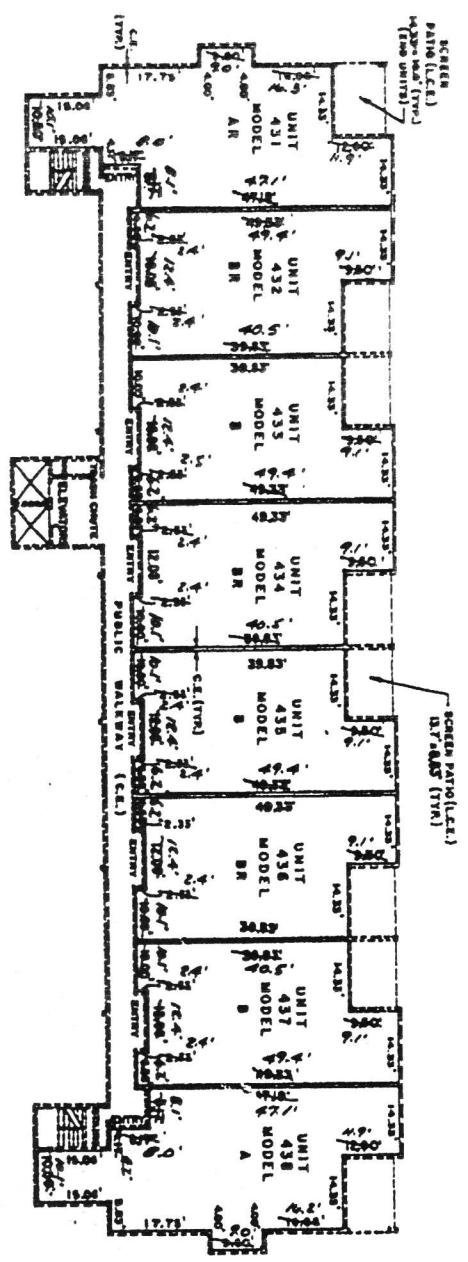
DATE: 12-24-70
 DRAWN BY: CCL
 CHECKED BY: CCL

Schedule I page 4 of 10

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



EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CLUB ROYALE - A CONDOMINIUM



4 TH FLOOR PLAN

57.54
MINIMUM UPPER LIMITS OF UNIT 54-50 ELEV. (M.S.L.)
MINIMUM LOWER LIMITS OF UNIT 43-39 ELEV. (M.S.L.)
43.39

BLDG. NO. 3

DESCRIPTION OF COMMON ELEMENTS

1. All units and all portions of common elements...
2. All units and all portions of common elements...
3. All units and all portions of common elements...
4. All units and all portions of common elements...
5. All units and all portions of common elements...

NOTES

1. All units and all portions of common elements...
2. All units and all portions of common elements...
3. All units and all portions of common elements...
4. All units and all portions of common elements...
5. All units and all portions of common elements...

LEGEND

- indicates unit boundaries
- indicates common elements
- (C.L.) indicates common elements
- (B.R.) indicates bedroom
- (M.S.L.) indicates mean sea level

CCL CONSULTANTS, INC.
 3272
 BDC-A-DEL-HAR HURWITZ
 TRACT 45 CLUB ROYALE

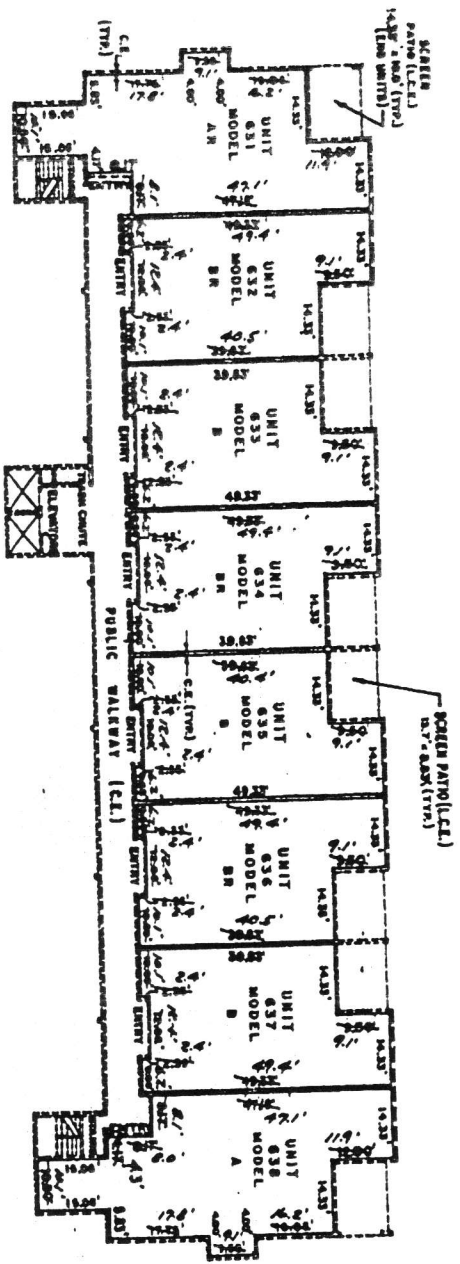
Schedule I page 6 of 10

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

08 6954 100



EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CLUB ROYALE - A CONDOMINIUM



6 TH FLOOR PLAN

Schedule I page 8 of 10

MINIMUM UPPER LIMITS OF UNIT - 66.63 ELEV. (M.S.L.)
 MINIMUM LOWER LIMITS OF UNIT - 60.63 ELEV. (M.S.L.)
 60.69

BLDG. NO. 3

DESCRIPTION OF COMMON ELEMENTS

1. All land and improvements of common ownership and maintenance and repair of the units and parts of the Condominium Building.
2. All structural walls to the exterior surface of the building structure.
3. All exterior walls to the exterior surface of the building structure.
4. All common areas, including but not limited to, corridors, stairways, elevators, and other common areas.
5. All common areas, including but not limited to, corridors, stairways, elevators, and other common areas.
6. All common areas, including but not limited to, corridors, stairways, elevators, and other common areas.
7. All common areas, including but not limited to, corridors, stairways, elevators, and other common areas.
8. All common areas, including but not limited to, corridors, stairways, elevators, and other common areas.
9. All common areas, including but not limited to, corridors, stairways, elevators, and other common areas.
10. All common areas, including but not limited to, corridors, stairways, elevators, and other common areas.

NOTES

1. All walls and floor slabs shall be constructed in accordance with the requirements of the Florida Building Code, Chapter 6, Part 601.
2. All walls and floor slabs shall be constructed in accordance with the requirements of the Florida Building Code, Chapter 6, Part 601.
3. All walls and floor slabs shall be constructed in accordance with the requirements of the Florida Building Code, Chapter 6, Part 601.
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9. All walls and floor slabs shall be constructed in accordance with the requirements of the Florida Building Code, Chapter 6, Part 601.
10. All walls and floor slabs shall be constructed in accordance with the requirements of the Florida Building Code, Chapter 6, Part 601.

LEGEND

- indicates unit boundaries
- indicates common elements
- (C.L.) indicates common elements
- (D.C.) indicates unit common elements
- (S.S.L. DATA) indicates unit common elements

CCL CONSULTANTS, INC.
 1815 N.W. 11th Street, Suite 200
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 Website: www.cclconsultants.com

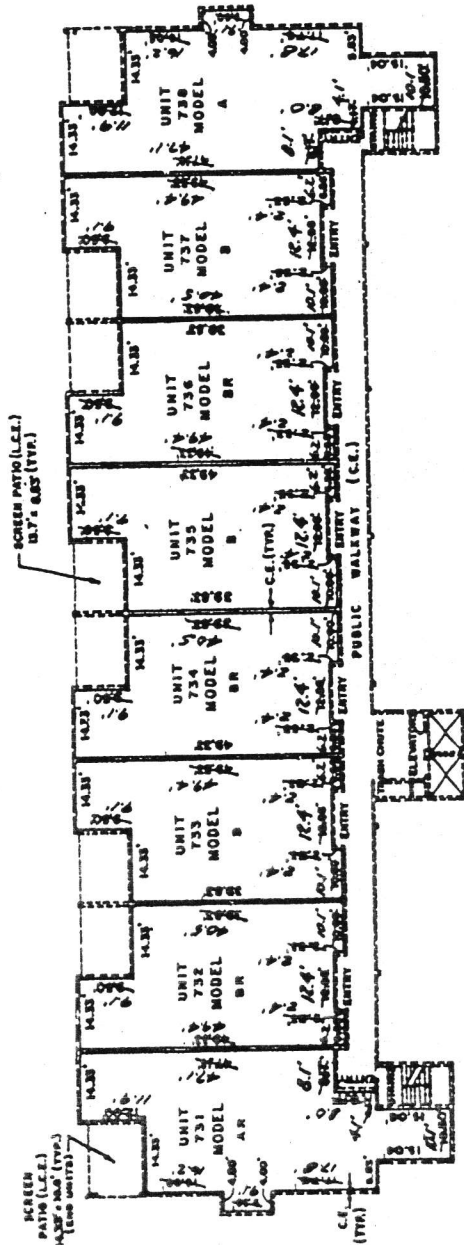
into Builders (Florida), Inc.
 1815 N.W. 11th Street, Suite 200
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 Website: www.intobuilders.com

BLDG. NO. 3
 TRACT 45 CLUB ROYALE

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

ORB 6954 9 10 17

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CLUB ROYALE - A CONDOMINIUM



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

ORB 6954 Pg 1838

77.59
 MINIMUM UPPER LIMITS OF UNIT 77:30- ELEV. (M.S.L.)
 MINIMUM LOWER LIMITS OF UNIT 69:30 ELEV. (M.S.L.)
 69.44

BLDG. NO. 3

CCL CONSULTANTS, INC.
 2272
 BOCA-RON-148 MIDRISE
 TRACT 43 CLUB ROYALE

LEGEND:
 (L.E.E.) INDICATES UNIT BOUNDARIES
 (C.E.) INDICATES COMMON ELEMENTS
 (M.S.L.) INDICATES MINIMUM COMMON ELEMENTS
 (M.S.L.) INDICATES MINIMUM COMMON ELEMENTS
 (M.S.L.) INDICATES MINIMUM COMMON ELEMENTS

NOTES:
 1. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY THE ARCHITECT AND THE ARCHITECT'S PROFESSIONAL LIABILITY INSURANCE POLICY. THE ARCHITECT'S PROFESSIONAL LIABILITY INSURANCE POLICY DOES NOT COVER NEGLIGENCE IN THE PERFORMANCE OF PROFESSIONAL SERVICES.
 2. ALL WALLS ARE 8" THICK UNLESS OTHERWISE NOTED.
 3. DIMENSIONS, LOCATIONS, AND IDENTIFICATIONS SHOWN IN THIS PLAN ARE BASED UPON SURVEY DATA AND FIELD MEASUREMENTS.
 4. FOR FURTHER INFORMATION, REFER TO THE RECORDS OF THIS UNIT, UNIT 70, AND THE RECORDS OF THE CONDOMINIUM.
 5. THE ARCHITECT'S PROFESSIONAL LIABILITY INSURANCE POLICY DOES NOT COVER NEGLIGENCE IN THE PERFORMANCE OF PROFESSIONAL SERVICES.

DESCRIPTION OF COMMON ELEMENTS
 1. ALL WALLS AND PARTS OF THE COMMON ELEMENTS.
 2. ALL COMMON ELEMENTS, INCLUDING THE COMMON ELEMENTS.
 3. ALL COMMON ELEMENTS, INCLUDING THE COMMON ELEMENTS.
 4. ALL COMMON ELEMENTS, INCLUDING THE COMMON ELEMENTS.
 5. ALL COMMON ELEMENTS, INCLUDING THE COMMON ELEMENTS.

8-8-91 "AS-BUILT" M.D.

MAR-05-1991 11:27am 91-059104

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432
Will Call #19

ORB 6746 Pg 396

AMENDMENT
TO
DECLARATION OF CONDOMINIUM

This Amendment is made as of the 5th day of February, 1991, by Minto Builders (Florida), Inc., a Florida corporation ("Developer").

W H E R E A S:

A. Developer has executed and recorded that certain Declaration of Condominium of Club Royale, a Condominium (the "Condominium") in Official Records Book 3641, at Page 695 of the Public Records of Palm Beach County, Florida ("Declaration").

B. This Amendment is made pursuant to the rights reserved to the Developer in Article 27 of the Declaration.

NOW, THEREFORE, pursuant to the rights reserved in Article 27 of the Declaration, the Developer hereby amends the Declaration to add Article 30 thereto:*

30. RIGHTS OF MORTGAGEES

A. Upon written request to the Association by a Mortgagee, or the insurer or guarantor of any Mortgage encumbering a Unit, such Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, in addition to any other rights provided herein, shall be entitled to prompt written notice of:

(1) any condemnation or casualty loss that affects either a material portion of the Condominium Property or any Unit encumbered by its Mortgage;

(2) any sixty (60) day delinquency in the payment of Assessments, Special Assessments or charges owed by the Unit Owner of any Unit on which it holds the Mortgage;

(3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

* New words are underlined.

Prepared by:

Andrew M. Sullivan
Jordan Schulte & Burchette
701 Brickell Avenue
Miami, Florida 33131
Telephone: (305) 371-2600

(4) any proposed action which requires the consent of a specified percentage of Mortgagees.

B. Any Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year.

C. Any Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws.

D. In the event that any party which has financed the construction of the Condominium Property (the "Acquiring Party") acquires title to any Unit(s) owned by Developer (or on which Developer held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Developer hereunder (and under the Articles of Incorporation, Bylaws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles of Incorporation, Bylaws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Developer (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Developer or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles of Incorporation, Bylaws or Rules and Regulations).

E. This Declaration, including the Articles, Bylaws and Rules and Regulations, may be enforced by any Mortgagee and shall be subject to the following:

(1) Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Mortgagee. Any judgment rendered in any action or proceeding to enforce this Declaration or

the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(2) The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by any Mortgagee.

(3) The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(4) The failure of the any Mortgagee to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce any other covenants or the same covenant(s) thereafter.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed and sealed
in the presence of:

Shirley K. Hester
Clay J. San

Minto Builders (Florida), Inc.

By: Michael Greenberg
Michael Greenberg
President

(SEAL)

ORB 6746 Pg 399

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing Amendment was acknowledged before me this 22
day of February, 1991, by Michael Greenberg, President of Minto
Builders (Florida), Inc., a Florida corporation, on behalf of
the corporation.

Rebecca A. Schmitt
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 14, 1991
BONDED THRU GENERAL INS. UND.



EXHIBIT "A"

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
CLUB ROYALE, A CONDOMINIUM

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

13. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND
COLLECTIONS.

K. If any unit owner is in default on the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting unit owner shall have the right to accelerate and require such defaulting unit owner to pay the Association assessments for common expenses for the remainder of the fiscal year. In the event of such acceleration, the defaulting unit owner shall continue to be liable for any increases in the regular assessments for common expenses, for all special assessments, for common expenses, and for all other assessments payable to the Association.

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

CERTIFICATE

I, Jeffrey Miller, President of Club Royale Condominium Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "Association," do hereby certify that the following action was taken by the members of the Association at a meeting of the Association held on November 29, 1984:

WHEREAS, the members want to amend certain provisions of that certain Declaration of Condominium recorded in Official Records Book 3641 at Page 695 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Article 8. of the Declaration provides that the Declaration may be amended at any regular or special meeting of the members called or convened in accordance with the By-Laws of the Association by the affirmative vote of more than 50% of the members; and

WHEREAS, more than 50% of the members, at a duly called and held meeting of the Association on November 29, 1984, voted to adopt the following amendments to the Declaration.

NOW, THEREFORE, the Declaration is amended as follows (words in ~~struck-through~~ type are deletions, words underlined are additions):

1. Article 20.C. is amended and subparagraph F. is added to said article, to read:

20. SALE, RENTAL, LEASE OR TRANSFER.

C. Units shall not be leased without the prior written approval of the Board of Administration. The Board shall have the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than ~~thirty-(30)-days~~ one year and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Board must either approve or disapprove a lease within ~~ten-(10)~~ two (2) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Board fails to give the Unit Owner written notice of its approval of the proposed lease within the foregoing ~~ten--(10)~~ two (2) day period, its failure to give such notice shall be the equivalent of its consent. If the proposed lease is disapproved by the Board, the Board, shall, within ~~ten--(10)~~ two (2) days after its receipt of a request for approval of a lease, either enter into a lease on behalf of the Association on the same terms and conditions as the proposed lease or obtain a lessee (who need not be a member) acceptable to the Unit Owner who will lease his Unit upon the same terms and conditions as the proposed lease and a recorded Certificate of Approval shall be executed by the Association at the expense of the lessee.

F. Notwithstanding anything herein to the contrary (including Paragraph 20.C. of the Declaration), the Board shall have no right to require additional information regarding a proposed or existing lessee provided that the owner of the

84 26583
1984 DEC -5 PM 12:06

13.60

Unit to be leased investigates the background of the proposed lessee and forwards to the Board an affidavit which attests that (a) the proposed lessee has demonstrated financial ability to perform its obligation under the proposed lease, (b) no persons under the age of 18 years shall permanently reside in the Unit, (c) the date and time of the lessee's move into the Unit, which date and time shall not be on a Sunday or between the hours of 7:00 p.m. to 8:00 a.m., (d) the lessee shall only utilize in connection with its move into the Unit the particular elevator in the building designated for such purpose, (e) the Owner of the Unit shall supervise the move, and in the absence of such supervision, such move may be supervised by Association personnel, (f) the Owner of the Unit shall be liable for any damage done by its tenants to the Common Elements, and (g) the proposed lessee has received copies of, and agreed to abide by, the rules and regulations of the Association. Provided that the Owner of the Unit to be leased complies with this procedure, the Board shall have no right to regulate, in any manner, leasing of the Unit. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

1. Requiring that the proposed form of lease be approved.
2. Requiring that a representative of the Association supervise the lessee's move into the Unit.
3. Requiring that the proposed lessee be interviewed or otherwise approved by representatives of the Association.
4. Requiring that any fees be paid by the lessee or the Unit Owner in connection with the lease.
5. Requiring that the lessee's move into the Unit be limited to certain hours or days.

Provided that the Owner of the Unit to be leased follows the procedure set forth above, it is the intent of this paragraph that neither the Association nor the Board shall in any way interfere with, hinder or regulate leasing of the Unit. Accordingly, any rule or regulation adopted either by the Board or the Association which is inconsistent with the intent of this paragraph shall be null and void. For example, and not by way of limitation, neither the Association nor the Board shall adopt any rule or regulation which discriminates against or only applies to lessees. Notwithstanding anything to the contrary in this Declaration (including Paragraph 8.), the provisions of this paragraph shall not be amended without written approval of the Developer and the affirmative vote of 75% of the Unit Owners. Should any Unit Owner prevail in litigation to enforce its rights as set forth in this paragraph, the losing litigant shall pay all costs and legal expenses incurred by said Unit Owner through and including all appellate litigation.

2. Subparagraph H. is added to Article 29. to read:

H. During the Developer's course of constructing any of the Units, neither the Board nor

AMENDMENT

This Amendment dated JUNE 27 1983, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration of Condominium of Club Royale, a condominium in OR Book 3641 at Page 695 of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, Building No. 2 of said condominium was not complete at the time of recordation of the Declaration; and

WHEREAS, said Building No. 2 is now substantially complete and Developer desires to amend the Surveyor's Certificate attached as an Exhibit to said Declaration in order to reflect this fact.


NOW, THEREFORE, in accordance with §718.104(4)(e), Florida Statutes, Developer hereby amends the Declaration by including therein Exhibit "A" attached to this Amendment.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed, sealed and delivered in the presence of:

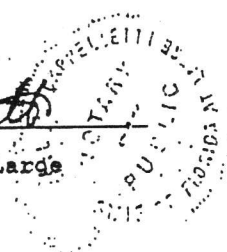
MINTO BUILDERS (FLORIDA), INC., a Florida corporation (SEAL)

[Signature]
[Signature]

By: [Signature]


STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing Amendment was acknowledged before me this 27th day of June, 1983, by Michael Greenberg, President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public,
State of Florida at Large


My commission expires:

Notary Public, State of Florida at Large
My Commission Expires February 10, 1985
Bonded Through Hartford Insurance

87070034y1215:84

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432

PREPARED by:
IRWIN FAYNE, ESQ.
HOLLAND & KNIGHT
1 CORPORATE PLAZA
110 E. Broward Blvd
FT. LAUD., FL 33301

83 125J61
1983 JUN 30 PM 3:54

5760

83979 P.1226

SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS

EXHIBIT "B" - PAGE 44

THE DECLARATION OF CONDOMINIUM

CLUB ROYALE

A CONDOMINIUM

PREPARED BY

BISCAYNE ENGINEERING
COMPANY
ENGINEERS - PLANNERS - SURVEYORS
SINCE 1898

LEGAL DESCRIPTION

A parcel of land being a portion of Tract 45, "BOCA DEL MAR NO. 3", as recorded in Plat Book 30, Pages 82-84, of the Public Records of Palm Beach County, said parcel being more particularly described as follows:
 BEGINNING at the Southwest corner of the aforementioned Tract 45; Thence with a bearing of North 24°03'25" West, along the Westerly boundary of Tract 45, a distance of 344.39 feet to a point of curvature; Thence with a curve to the right having a radius of 25.00 feet, an arc length of 39.86 feet to a point of compound curvature; Thence with a curve to the right along the Northerly boundary of Tract 45, having a radius of 2380.95 feet, an arc length of 881.81 feet to a point; Thence with a bearing of North 88°30'20" East, a distance of 237.26 feet to a point; Thence with a bearing of South 01°29'40" East, a distance of 157.43 feet to a point; Thence with a bearing of South 44°33'28" East, a distance of 134.35 feet to a point; Thence with a bearing of South 00°26'32" West, a distance of 208.00 feet to a point lying on the Southerly boundary of Tract 45; Thence with a bearing of North 89°33'28" West, along said Southerly boundary of Tract 45, a distance of 311.57 feet to a point; Thence with a bearing of South 84°00'00" West, a distance of 756.61 feet, more or less to the POINT OF BEGINNING.
 Containing 11.223 acres, more or less and subject to easements and rights-of-way of record.

Said lands also known as "CLUB ROYALE", according to the Plat thereof, as recorded in Plat Book 42, Pages 148 and 149, of the Public Records of Palm Beach County, Florida.


CERTIFICATION

The undersigned, a Land Surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that, with respect to Building #2, which includes units 121 thru 728, the construction of the improvements is substantially complete so that this material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location, and dimensions of the common elements and of said units can be determined from these materials.

The undersigned further certifies that all planned improvements, including, but not limited to, landscaping, utility services, and access to said units, and common element facilities serving said building have been substantially completed. The undersigned further certifies that the survey meets the minimum required standards adopted by the Florida State Board of Professional Land Surveyors.

Certified to MINTO BUILDERS (Florida), Inc. dated at Boca Raton, Florida the 20th day of June, 1983.

By:  BISCAYNE ENGINEERING COMPANY, INC.

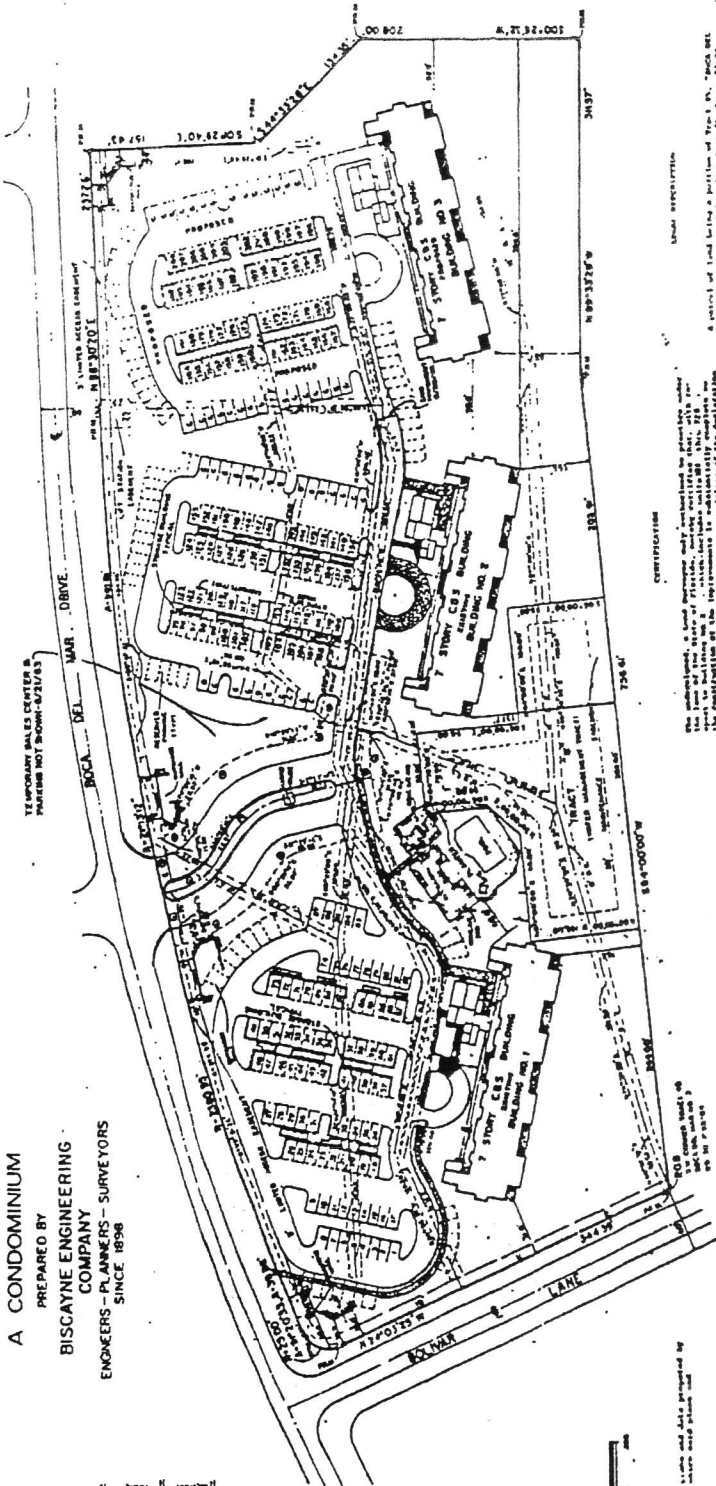
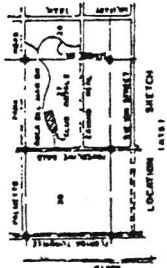
By:  GEORGE C. BOLTON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION # 1643

THE DECLARATION OF CONDOMINIUM OF

CLUB ROYALE

A CONDOMINIUM

PREPARED BY BISCAYNE ENGINEERING COMPANY ENGINEERS - PLANNERS - SURVEYORS SINCE 1898

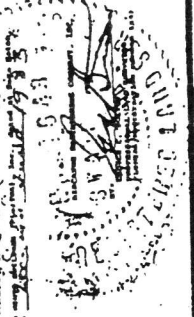


Scale 1" = 40' and other technical notes regarding the drawing's accuracy and dimensions.

- ARTICLE I: NAME OF THE CONDOMINIUM
ARTICLE II: LOCATION OF THE CONDOMINIUM
ARTICLE III: DESCRIPTION OF THE CONDOMINIUM
ARTICLE IV: UNIT DESCRIPTIONS
ARTICLE V: COMMON ELEMENTS
ARTICLE VI: COMMON EXPENSES
ARTICLE VII: ASSIGNMENT OF INTERESTS
ARTICLE VIII: TRANSFER OF INTERESTS
ARTICLE IX: LIEN FOR COMMON EXPENSES
ARTICLE X: RESOLUTIONS AND BYLAWS

Table with 5 columns: BEARING, DISTANCE, CURVE TABLE, CHORD BEARING, CHORD DISTANCE. It lists various survey points and their coordinates.

CONVEYANCE: This instrument conveys to the Condominium the fee simple interest in the land described in the Declaration of Condominium...



UNIT DESCRIPTIONS: A unit is defined as a portion of the land described in the Declaration of Condominium which is intended to be used as a separate dwelling unit...

TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE

A CONDOMINIUM

BUILDING NO. "2"

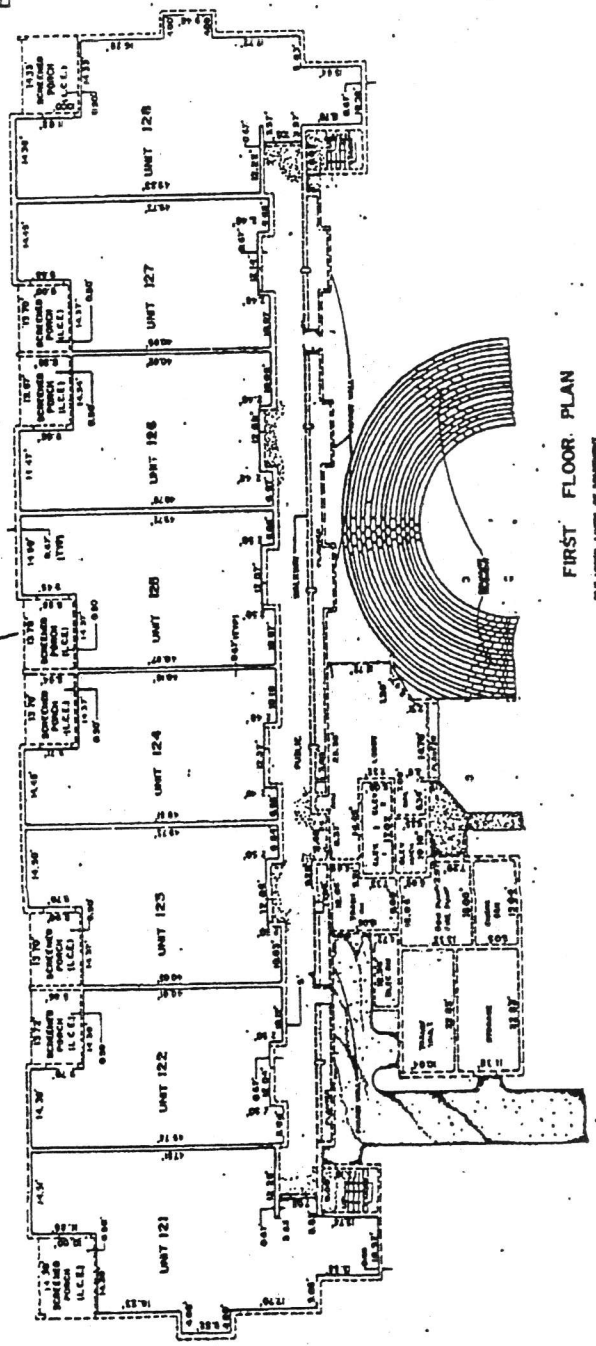


LEGEND
--- VERTICALS, CORNERS OR BOUNDARIES
--- HORIZONTALS, CORNERS OR BOUNDARIES
--- U.C.C.I. OFFICIAL LINDO CORRECTION

DESCRIPTION OF APARTMENTS
1. THE APARTMENTS ARE LOCATED IN THE BUILDING...
2. APARTMENT DIMENSIONS ARE SET FORTH IN THE ATTACHED...
3. THE APARTMENTS ARE TO BE CONVEYED TO THE...
4. THE APARTMENTS ARE TO BE CONVEYED TO THE...
5. THE APARTMENTS ARE TO BE CONVEYED TO THE...

DESCRIPTION OF COMMON ELEMENTS
1. ALL COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
2. ALL COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
3. ALL COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
4. ALL COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
5. ALL COMMON ELEMENTS ARE TO BE CONVEYED TO THE...

DESCRIPTION OF LIMITED COMMON ELEMENTS
1. THE LIMITED COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
2. THE LIMITED COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
3. THE LIMITED COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
4. THE LIMITED COMMON ELEMENTS ARE TO BE CONVEYED TO THE...
5. THE LIMITED COMMON ELEMENTS ARE TO BE CONVEYED TO THE...



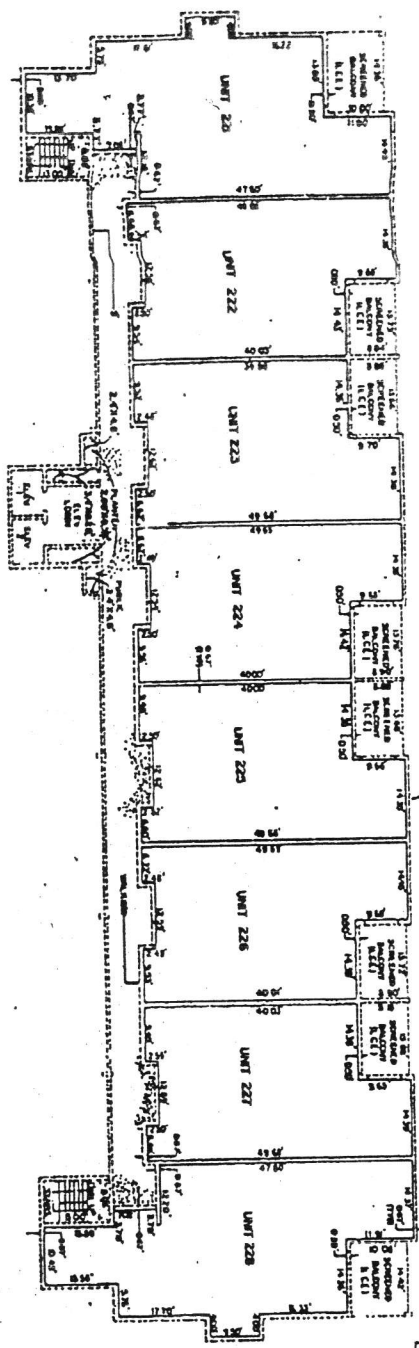
FIRST FLOOR PLAN

--- WALL LINES OF APARTMENT
--- WALL LINES OF APARTMENT

b0979 P1229

CLUB ROYALE
 A CONDOMINIUM

BUILDING NO. 2



SECOND FLOOR PLAN
 2004 LANTA LUMINA OF APARTMENTS
 2004 LANTA LUMINA OF APARTMENTS
 2004



LEGEND

--- UNIT BOUNDARY LINE
 --- UNIT INTERIOR WALL
 --- UNIT EXTERIOR WALL
 --- UNIT EXTERIOR DOOR

DESCRIPTION OF APARTMENTS

1. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

2. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

3. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

4. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

5. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

6. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

7. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

8. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

9. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

10. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

11. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

12. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

13. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

14. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

15. The apartment shall be a separate, finished, self-contained unit, including kitchen, living area, dining area, bathroom, and bedroom, with a separate entrance and exit.

DESCRIPTION OF LIMITED COMMON ELEMENTS

1. The limited common elements shall include the exterior walls, roof, and foundation of the building.

2. The limited common elements shall include the exterior walls, roof, and foundation of the building.

3. The limited common elements shall include the exterior walls, roof, and foundation of the building.

4. The limited common elements shall include the exterior walls, roof, and foundation of the building.

5. The limited common elements shall include the exterior walls, roof, and foundation of the building.

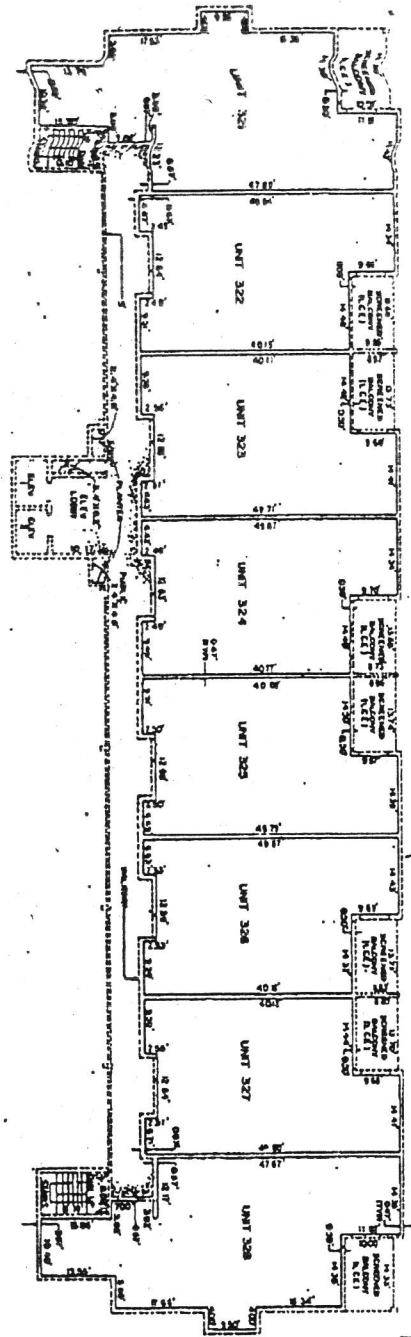
6. The limited common elements shall include the exterior walls, roof, and foundation of the building.

7. The limited common elements shall include the exterior walls, roof, and foundation of the building.

THE DECLARATION OF CONDOMINIUM

OF
CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "2"



THIRD FLOOR PLAN

ALL OTHER AREAS OF CONDOMINIUM
ARE COMMON AREAS OF CONDOMINIUM

LEGEND
 --- UNIT BOUNDARY
 --- UNIT BOUNDARY
 --- UNIT BOUNDARY



DESCRIPTION OF APARTMENTS:

1. THE APARTMENTS ARE DESCRIBED BY THE SURVEY PLOT PLAN AND THE GRAPHIC DESCRIPTION OF IMPROVEMENTS ATTACHED TO THIS DECLARATION OF CONDOMINIUM.

2. APARTMENT BOUNDARIES ARE SHOWN BY THE SURVEY PLOT PLAN AND THE GRAPHIC DESCRIPTION OF IMPROVEMENTS ATTACHED TO THIS DECLARATION OF CONDOMINIUM.

3. THE APARTMENTS ARE DESCRIBED BY THE SURVEY PLOT PLAN AND THE GRAPHIC DESCRIPTION OF IMPROVEMENTS ATTACHED TO THIS DECLARATION OF CONDOMINIUM.

4. THE APARTMENTS ARE DESCRIBED BY THE SURVEY PLOT PLAN AND THE GRAPHIC DESCRIPTION OF IMPROVEMENTS ATTACHED TO THIS DECLARATION OF CONDOMINIUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL AREAS NOT DESCRIBED AS APARTMENTS ARE COMMON ELEMENTS OF THE CONDOMINIUM.

2. ALL APARTMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

3. ALL COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

4. THE COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

DESCRIPTION OF UNITED COMMON ELEMENTS:

1. THE UNITED COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

2. THE UNITED COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

3. THE UNITED COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

4. THE UNITED COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

5. THE UNITED COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

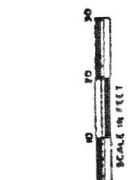
6. THE UNITED COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

7. THE UNITED COMMON ELEMENTS ARE TO BE CONSIDERED AS PARTS OF THE COMMON ELEMENTS.

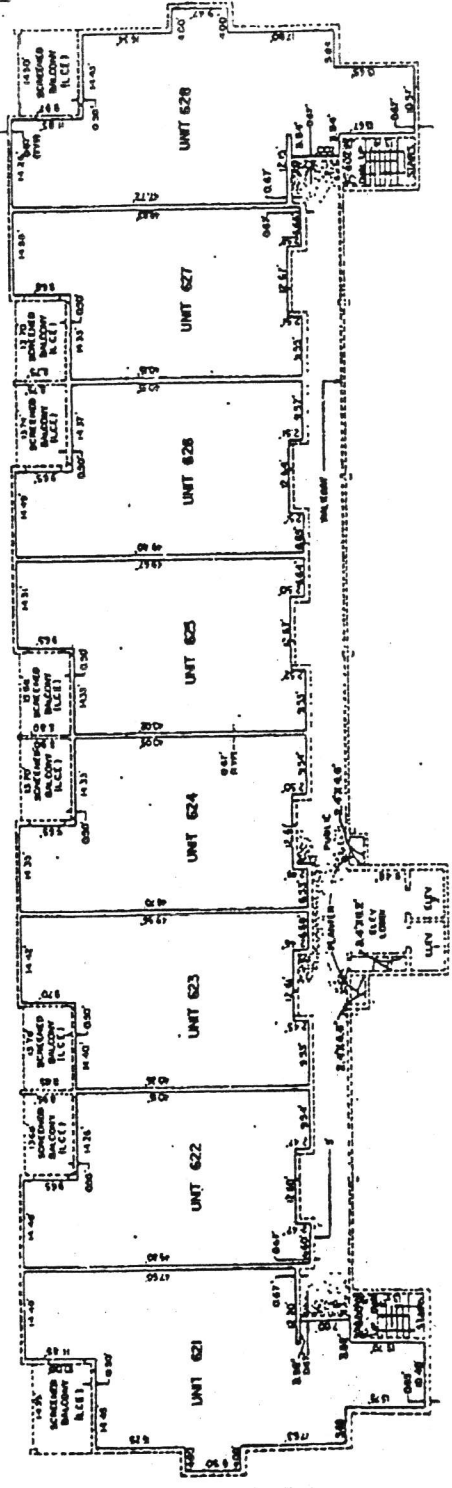
TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "2"



LEGEND
- - - - - INTERIOR APARTMENT WALLS
- - - - - EXTERIOR COMMON ELEMENTS
- - - - - U.C.E. INDICATES PUBLIC COMMON ELEMENTS



SIXTH FLOOR PLAN

SCALE: ONE UNIT OF ARCHITECTURE
EQUALS ONE UNIT OF ADMINISTRATION
N.E.S.E.

DESCRIPTION OF APARTMENTS:
THE APARTMENTS ARE THE UNITS OF THE BUILDING WHICH ARE SEPARATELY OWNED AND WHICH ARE TO BE USED AS RESIDENCES. THE APARTMENTS ARE TO BE USED AS RESIDENCES AND ARE NOT TO BE USED AS OFFICES, STORES, OR OTHER BUSINESS PURPOSES. THE APARTMENTS ARE TO BE USED AS RESIDENCES AND ARE NOT TO BE USED AS OFFICES, STORES, OR OTHER BUSINESS PURPOSES. THE APARTMENTS ARE TO BE USED AS RESIDENCES AND ARE NOT TO BE USED AS OFFICES, STORES, OR OTHER BUSINESS PURPOSES.

- 1. ALL UNITS AND ALL PORTIONS OF (INCLUDING PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, AND PARTS OF THE COMMON ELEMENTS);
- 2. ALL HEATING WALLS TO THE OUTSIDE SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS;
- 3. ALL CEILING, AND OTHER WALLS, ALL OTHER WALLS, LINES TO INTERIORS AND ALL LIGHT FIXTURES, RECESSED LOCATIONS, CONCEALED PARTS OF THE COMMON ELEMENTS;
- 4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASES SET FORTH IN ARTICLE 10 OF THE DECLARATION, THE THICKNESS AND LINES TO PUBLIC WALLS.

DESCRIPTION OF COMMON ELEMENTS:

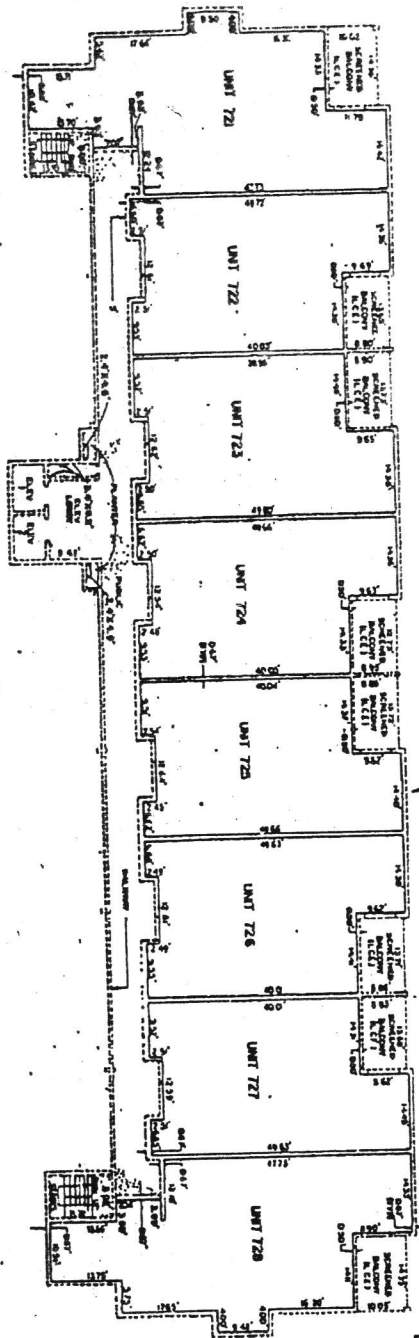
- 1. ALL UNITS AND ALL PORTIONS OF (INCLUDING PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, AND PARTS OF THE COMMON ELEMENTS);
- 2. ALL HEATING WALLS TO THE OUTSIDE SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS;
- 3. ALL CEILING, AND OTHER WALLS, ALL OTHER WALLS, LINES TO INTERIORS AND ALL LIGHT FIXTURES, RECESSED LOCATIONS, CONCEALED PARTS OF THE COMMON ELEMENTS;
- 4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASES SET FORTH IN ARTICLE 10 OF THE DECLARATION, THE THICKNESS AND LINES TO PUBLIC WALLS.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

THE BALCONIES AND PORCHES, FINISH FLOORS AS INDICATED ON THE FLOOR PLAN, ARE LIMITED COMMON ELEMENTS. THE BALCONIES AND PORCHES ARE TO BE USED AS RESIDENCES AND ARE NOT TO BE USED AS OFFICES, STORES, OR OTHER BUSINESS PURPOSES. THE BALCONIES AND PORCHES ARE TO BE USED AS RESIDENCES AND ARE NOT TO BE USED AS OFFICES, STORES, OR OTHER BUSINESS PURPOSES.

THE DECLARATION OF CONDOMINIUM
OF
CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "2"



SEVENTH FLOOR PLAN

SEE OTHER PLANS OF APARTMENTS
AND COMMON AREAS OF CONDOMINIUM
FOR DETAILS



LEGEND

- WALLS, PARTIAL WALLS
- PARTIAL COMMON ELEMENTS
- EXISTING PARTS OF CONDOMINIUM

DESCRIPTION OF APARTMENTS

1. THE APARTMENTS ARE TO BE CONVEYED TO THE UNIT OWNERS BY DEED AND SHALL BE SUBJECT TO THE DECLARATION OF CONDOMINIUM AND THE BYLAWS OF THE CONDOMINIUM.
2. EACH APARTMENT SHALL BE CONVEYED TO THE UNIT OWNER AS A SEPARATE AND DISTINCT UNIT.
3. THE APARTMENTS SHALL BE CONVEYED TO THE UNIT OWNERS AS SEPARATE AND DISTINCT UNITS, BUT THE UNIT OWNERS SHALL BE SUBJECT TO THE DECLARATION OF CONDOMINIUM AND THE BYLAWS OF THE CONDOMINIUM.
4. THE APARTMENTS SHALL BE CONVEYED TO THE UNIT OWNERS AS SEPARATE AND DISTINCT UNITS, BUT THE UNIT OWNERS SHALL BE SUBJECT TO THE DECLARATION OF CONDOMINIUM AND THE BYLAWS OF THE CONDOMINIUM.
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PROPOSED COVERED PARKING AND STORAGE AREA UNIT INFORMATION FOR BUILDING NO. 3
 REVISED JUNE 20TH, 1983

Parking Space No.	Parking Space Front Floor Elevation	Parking Space Rear Floor Elevation	Storage Area Floor Elevation	Ceiling, Elevation
154	15.50	15.90	16.23	23.23
155	15.47	15.90	16.23	23.23
156	15.44	15.90	16.23	23.23
157	15.41	15.90	16.23	23.23
158	15.38	15.90	16.23	23.23
159	15.35	15.90	16.23	23.23
160	15.32	15.90	16.23	23.23
161	15.32	15.90	16.23	23.23
162	15.35	15.90	16.23	23.23
163	15.38	15.90	16.23	23.23
164	15.41	15.90	16.23	23.23
165	15.44	15.90	16.23	23.23
166	15.47	15.90	16.23	23.23
167	15.50	15.90	16.23	23.23
168	15.50	15.90	16.23	23.23
169	15.47	15.90	16.23	23.23
170	15.44	15.90	16.23	23.23
171	15.41	15.90	16.23	23.23
172	15.38	15.90	16.23	23.23
173	15.35	15.90	16.23	23.23
174	15.32	15.90	16.23	23.23
175	15.32	15.90	16.23	23.23
176	15.35	15.90	16.23	23.23
177	15.38	15.90	16.23	23.23
178	15.41	15.90	16.23	23.23
179	15.44	15.90	16.23	23.23
180	15.47	15.90	16.23	23.23
181	15.50	15.90	16.23	23.23
182	15.50	15.90	16.23	23.23
183	15.47	15.90	16.23	23.23
184	15.44	15.90	16.23	23.23
185	15.41	15.90	16.23	23.23
186	15.38	15.90	16.23	23.23

B9979 P1236

ing No.	Parking Space Front Floor Elevation	Parking Space Rear Floor Elevation	Storage Area Floor Elevation	Ceiling Elevation
87	15.35	15.90	16.23	23.23
88	15.32	15.90	16.23	23.23
89	15.32	15.90	16.23	23.23
90	15.35	15.90	16.23	23.23
91	15.38	15.90	16.23	23.23
92	15.41	15.90	16.23	23.23
93	15.44	15.90	16.23	23.23
94	15.47	15.90	16.23	23.23
95	15.50	15.90	16.23	23.23
96	15.50	15.90	16.23	23.23
97	15.47	15.90	16.23	23.23
98	15.44	15.90	16.23	23.23
99	15.41	15.90	16.23	23.23
00	15.38	15.90	16.23	23.23
	15.35	15.90	16.23	23.23
02	15.32	15.90	16.23	23.23
03	15.32	15.90	16.23	23.23
04	15.35	15.90	16.23	23.23
05	15.39	15.90	16.23	23.23
06	15.43	15.90	16.23	23.23
07	15.47	15.90	16.23	23.23
08	15.50	15.90	16.23	23.23

Typical Parking Space Measures 10' x 20' (overall)

Typical Storage Area Measures 4.5' x 6' (interior)

COVERED PARKING AND STORAGE AREA UNIT INFORMATION FOR BUILDING NO. 2
PER FINAL SURVEY JUNE 20TH, 1983

Parking Space No.	Parking Space Front Floor Elevation	Parking Space Rear Floor Elevation	Storage Area Floor Elevation	Ceiling Elevation
95	15.48	15.75	16.20	23.23
96	15.40	15.76	16.20	23.23
97	15.35	15.76	16.20	23.23
98	15.31	15.77	16.20	23.23
99	15.24	15.78	16.20	23.22
100	15.18	15.62	16.20	23.22
101	15.13	15.79	16.20	23.22
102	15.10	15.80	16.20	23.22
103	15.03	15.80	16.21	23.24
104	15.09	15.82	16.21	23.24
105	15.20	15.84	16.21	23.24
106	15.32	15.87	16.21	23.24
107	15.44	15.90	16.21	23.24
108	15.42	15.92	16.21	23.24
109	15.49	15.86	16.21	23.24
110	15.50	15.84	16.21	23.24
111	15.44	15.82	16.21	23.24
112	15.42	15.80	16.21	23.24
113	15.38	15.79	16.21	23.24
114	15.29	15.76	16.21	23.24
115	15.28	15.74	16.21	23.24
116	15.24	15.74	16.20	23.22
117	15.28	15.76	16.20	23.22
118	15.30	15.79	16.20	23.22
119	15.37	15.82	16.20	23.22
120	15.38	15.84	16.20	23.22
121	15.45	15.86	16.20	23.22
122	15.45	15.88	16.20	23.22
123	15.55	15.90	16.20	23.22
124	15.58	15.78	16.20	23.24
125	15.48	15.78	16.20	23.24
126	15.42	15.78	16.20	23.24
127	15.37	15.79	16.20	23.24

88979 P1238

COVERED PARKING AND STORAGE AREA UNIT INFORMATION FOR BUILDING NO. 2
 PER FINAL SURVEY JUNE 20TH, 1983

Parking Space No.	Parking Space Front Floor Elevation	Parking Space Rear Floor Elevation	Storage Area Floor Elevation	Ceiling Elevation
128	15.34	15.79	16.22	23.26
129	15.32	15.80	16.22	23.26
130	15.27	15.89	16.22	23.26
131	15.28	15.80	16.22	23.26
132	15.26	15.69	16.25	23.28
133	15.27	15.73	16.25	23.28
134	15.41	15.76	16.25	23.28
135	15.47	15.80	16.25	23.28
136	15.50	15.83	16.23	23.26
137	15.51	15.86	16.23	23.26
138	15.55	15.90	16.23	23.26
139	15.54	15.89	16.23	23.26
0	15.48	15.89	16.23	23.26
141	15.44	15.89	16.23	23.26
142	15.37	15.89	16.25	23.28
143	15.33	15.89	16.25	23.28
144	15.29	15.89	16.25	23.28
145	15.31	15.89	16.25	23.28
146	15.34	15.88	16.22	23.26
147	15.33	15.88	16.22	23.26
148	15.32	15.88	16.22	23.26
149	15.40	15.89	16.22	23.26
150	15.43	15.89	16.20	23.24
151	15.46	15.89	16.20	23.24
152	15.57	15.90	16.20	23.24
153	15.67	15.90	16.20	23.24

Typical Parking Space Measures 10' x 20' (overall)

Typical Storage Area Measures 4.5' X 6' (interior)

Elevations refer to National Geodetic Vertical Datum (N.G.V.D.)

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

EXHIBIT "A"

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF
CLUB ROYALE CONDOMINIUM ASSOCIATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer, Section (C), to read as follows:

C. Units shall not be leased without the prior written approval of the Board of Administration. The Board shall have the right to require that a substantially uniform form of lease be used. Units shall not be leased within the first two years of ownership. No lease shall be for a period of not less or more than one year and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Board must either approve or disapprove a lease within thirty (30) two (2) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Board fails to give the Unit Owner written notice of its approval of the proposed lease within the foregoing thirty (30) two (2) day period, its failure to give such notice shall be the equivalent of its consent. If the proposed lease is disapproved by the Board, ~~the Board, shall within thirty (30) two (2) days after its receipt of a request for approval of a lease, either enter into a lease on behalf of the Association on the same terms and conditions as the proposed lease or obtain a lessee (who need not be a member) acceptable to the Unit Owner who will lease his Unit upon the same terms and conditions as the proposed lease and a recorded Certificate of Approval shall be executed by the Association at the expense of the lessee~~ the lease shall not be entered into.

2. Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer to delete Section F.

~~F. Notwithstanding anything herein to the contrary (including Paragraph 20.C. of the Declaration), the Board shall have no right to require additional information regarding a proposed or existing lessee provided that the owner of the Unit to be leased investigates the background of the proposed lessee and forwards to the Board an affidavit which attests that (a) the proposed lessee has demonstrated financial ability to perform its obligation under the proposed lease, (b) no persons under the age of 18 years shall permanently reside in the Unit, (c) the date and time of the lessee's move into the Unit, which date and time not be on a Sunday or between the hours of 7:00 p.m. to 8:00 a.m., (d) the lessee shall only utilize in connection with its move into the Unit the particular elevator in the building designated for such purpose, (e) the Owner of the Unit shall supervise the move, and in the absence of such supervision, such move may be supervised by Association personnel, (f) the Owner of the Unit shall be liable for any damage done by its tenants to the Common Elements, and (g) the proposed lessee has received copies of, and agreed to abide by, the rules and regulations of the Association. Provided that the Owner of the Unit to be leased complies with this procedure, the Board shall have no right to regulate, in any manner, leasing of the Unit. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:~~

- ~~1. Requiring that the proposed form of lease be approved.~~
- ~~2. Requiring that a representative of the Association supervise the lessee's move into the Unit.~~
- ~~3. Requiring that the proposed lessee be interviewed or otherwise approved by representatives of the Association.~~
- ~~4. Requiring that any fees be paid by the lessee or the Unit Owner in connection with the lease.~~
- ~~5. Requiring that the lessee's move into the Unit be limited to certain hours or days.~~

~~Provided that the Owner of the Unit to be leased follows the procedure set forth above, it is the intent of this paragraph that neither the Association nor the Board shall in any way interfere with, hinder or regulate leasing of the Unit. Accordingly, any rule or regulation adopted either by the Board or the Association which is inconsistent with the intent of this paragraph shall be null and void. For example, and not by way of limitation, neither the Association nor the Board shall adopt any rule or regulation which discriminates~~

~~against or only applies to lessees. Notwithstanding anything to the contrary in this Declaration (including Paragraph 8.), the provisions of this paragraph shall not be amended without written approval of the Developer and the affirmative vote of 75% of the Unit Owners. Should any Unit Owner prevail in litigation to enforce its rights as set forth in this paragraph, the losing litigant shall pay all costs and legal expenses incurred by said Unit Owner through and including all appellate litigation.~~

2. **Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer to add a new Section (G), as follows**

(G) Disapproval of Sale, Rental, or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Any of the following may be deemed to constitute good cause for disapproval:

The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself or the occupancy in a manner that is inconsistent with the Condominium Documents.

The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.

The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

Giving false or misleading information on the application, purchase contract or lease.

Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within ten (10) days after written notice of disapproval. NOTWITHSTANDING THE FOREGOING, SHOULD THE SALE OR TRANSFER BE DISAPPROVED FOR GOOD CAUSE AS SET FORTH ABOVE, THE ASSOCIATION SHALL HAVE NO OBLIGATION TO PURCHASE THE UNIT OR SUBSTITUTE AN APPROVED PURCHASER AND THE TRANSACTION SHALL NOT BE MADE.

3. **Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer to add a new Section H as follows:**

(H) No sale, rental, lease or transfer of a unit shall be made to a corporation, partnership, real estate investment trust or other business entity.

This instrument was prepared by:
Lee H. Burg, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

INSTR # 105063440
OR BK 39784 Pages 293 - 295
RECORDED 06/06/05 12:48:12
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1921
#1, 3 Pages

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
CLUB ROYALE CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium, of Club Royale Condominium Association, Inc., having been recorded in Official Records Book 3641, at page 695, of the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in the governing documents of the Association, at a meeting held May 19, 2005.

IN WITNESS WHEREOF, we have affixed our hands this 31st day of May, 2005, at Boca Raton, Palm Beach County, Florida.

WITNESSES

Sign [Signature]

Print John Schafawi

Sign Carol B. Ellis

Print Carol B. Ellis

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Frank Sweeney, President
6628 Boca Del Mar Drive
Boca Raton, FL 33433

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31st day of May, 2005, by Frank Sweeney, as President of Club Royale Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification _____

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

Sign Carol B. Ellis

Print Carol B. Ellis

My Commission expires: _____

913055_1.0
 Carol B. Ellis
Commission # DD125196
Expires June 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

3

This instrument was prepared by:
Lee H. Burg, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

INSTR # 105063440
OR BK 39784 Pages 293 - 295
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WITNESSES

Sign [Signature]

Print John Schafani

Sign Carol B. Ellis

Print Carol B. Ellis

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Frank Sweeney, President
6628 Boca Del Mar Drive
Boca Raton, FL 33433

STATE OF FLORIDA
COUNTY OF PALM BEACH

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Personally Known OR
Produced Identification _____

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

Sign Carol B. Ellis

Print Carol B. Ellis

My Commission expires: _____

913055_1.D

Carol B. Ellis
Commission # DD125196
Expires June 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

(3)

EXHIBIT "A"

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF
CLUB ROYALE CONDOMINIUM ASSOCIATION, INC.

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- ~~2. Requiring that a representative of the Association supervise the lessee's move into the Unit.~~
- ~~3. Requiring that the proposed lessee be interviewed or otherwise approved by representatives of the Association.~~
- ~~4. Requiring that any fees be paid by the lessee or the Unit Owner in connection with the lease.~~
- ~~5. Requiring that the lessee's move into the Unit be limited to certain hours or days.~~

~~Provided that the Owner of the Unit to be leased follows the procedure set forth above, it is the intent of this paragraph that neither the Association nor the Board shall in any way interfere with, hinder or regulate leasing of the Unit. Accordingly, any rule or regulation adopted either by the Board or the Association which is inconsistent with the intent of this paragraph shall be null and void. For example, and not by way of limitation, neither the Association nor the Board shall adopt any rule or regulation which discriminates~~

~~against or only applies to lessees. Notwithstanding anything to the contrary in this Declaration (including Paragraph 8.), the provisions of this paragraph shall not be amended without written approval of the Developer and the affirmative vote of 75% of the Unit Owners. Should any Unit Owner prevail in litigation to enforce its rights as set forth in this paragraph, the losing litigant shall pay all costs and legal expenses incurred by said Unit Owner through and including all appellate litigation.~~

2. **Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer to add a new Section (G), as follows**

(G) Disapproval of Sale, Rental, or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Any of the following may be deemed to constitute good cause for disapproval:

The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself or the occupancy in a manner that is inconsistent with the Condominium Documents.

The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.

The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

~~All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.~~

Giving false or misleading information on the application, purchase contract or lease.

Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within ten (10) days after written notice of disapproval. NOTWITHSTANDING THE FOREGOING, SHOULD THE SALE OR TRANSFER BE DISAPPROVED FOR GOOD CAUSE AS SET FORTH ABOVE, THE ASSOCIATION SHALL HAVE NO OBLIGATION TO PURCHASE THE UNIT OR SUBSTITUTE AN APPROVED PURCHASER AND THE TRANSACTION SHALL NOT BE MADE.

3. **Amendment to Article 20 of the Declaration of Condominium regarding Sale, Rental, Lease or Transfer to add a new Section H as follows:**

(H) No sale, rental, lease or transfer of a unit shall be made to a corporation, partnership, real estate investment trust or other business entity.