

ROYAL
CITIZEN

\$ 50.00

SUMMARY

I. THE CONDOMINIUM WILL BE CREATED AND WILL BE SOLD AS FEE SIMPLE INTERESTS.

Please refer to Paragraph II of this Prospectus.

II. THERE IS NO RECREATION FACILITIES LEASE, GROUND LEASE OR CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM.

III. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The provisions relating to such control may be found in Article II, Section 4, of the By-Laws ("By-Laws") of Club Royale Condominium Association, Inc. ("Association") which are attached as Exhibit "E" to the Declaration of Condominium of Club Royale, a Condominium, which is attached to this Prospectus as Exhibit "P-1".

IV. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Please refer to Article 20 of the Declaration attached to this Prospectus as Exhibit "P-1".

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PROSPECTUS

-for-

CLUB ROYALE, A CONDOMINIUM

I. DESCRIPTION OF THE CONDOMINIUM.

A. The name of the condominium described herein is CLUB ROYALE, A CONDOMINIUM ("Club Royale"). Club Royale is situated upon certain real property, the legal description of which is attached as Exhibit "A" to the Declaration of Condominium ("Declaration") of Club Royale which is attached to this Prospectus as Exhibit "P-1".

B. Club Royale will contain three (3) residential buildings designated, respectively, as Building 1, Building 2 and Building 3. The addresses of each of the three (3) buildings which are located in Boca Raton, Florida, are as follows: Building 1 - 6662 Boca Del Mar Drive, Building 2 - 6562 Boca Del Mar Drive, Building 3 - 6530 Boca Del Mar Drive. Each building will contain 56 residential units. Fourteen (14) of said units in each building will be designated as "A" Model Units and contain two (2) bedrooms, two (2) bathrooms and a den which may be converted for use as a third bedroom. The remaining forty-two (42) of said units in each building will be designated as "B" Model Units and contain two (2) bedrooms and two (2) bathrooms. Floor plans of said units are attached as Exhibit "P-5" to this Prospectus. Dimensions set forth in said floor plans, however, are approximations only and subject to modification. The actual plans and specifications of Club Royale are available for inspection at the Developer's office upon request.

C. Club Royale will contain a total of one hundred sixty-eight (168) units.

D. The plot plan and survey of Club Royale showing the location of all buildings and other improvements is attached as Exhibit "B" to the Declaration which is attached as Exhibit "P-1"

to this Prospectus. The plans and specifications as originally prepared for all buildings and other improvements are on file with the City of Boca Raton, Florida, and may differ from the plans and specifications for said buildings and other improvements that are on file with the Developer. Purchasers should only rely on said plans and specifications on file with the Developer and be advised that said plans and specifications are subject to amendment from time to time without notice. Purchasers should further be advised that there may be variations between the configuration of said improvements as set forth in the plot plan and survey or plans and specifications and as same improvements are actually constructed. However, said variations, if any, shall not adversely affect a Unit Owner's percentage share in the common elements or common surplus, if any, of Club Royale.

E. The Developer estimates that the construction, finishing and equipping of Club Royale should be completed, subject to strikes, shortages of labor and/or materials, availability of construction financing, acts of God and rate of Unit sales, in accordance with the following schedule, to wit: Building 1 - October 1, 1981; Building 2 - December 1, 1981; Building 3 - February 1, 1982.

F. The maximum number of residential units that will use common facilities of Club Royale is 168.

II. SALE.

CLUB ROYALE WILL BE CREATED AND WILL BE SOLD AS FEE SIMPLE INTERESTS. Title will be conveyed to Unit Purchasers by Warranty Deed.

III.

RECREATION AND OTHER COMMONLY USED FACILITIES.

Club Royale will contain certain recreational and other commonly used facilities that will be used only by Unit Owners at

Club Royale. The following is a description of each such facility contained within Club Royale as to intended purpose, location, approximate floor area and capacity:

A. The Developer will construct a recreational building that will contain the following described improvements:

1. Multi-Purpose Room: The Multi-Purpose Room will contain approximately eight hundred ninety (890) square feet and may be utilized by Unit Owners for association meetings, social events and such other activities as may be determined by the Association.

2. Restroom Area: The Restroom Area will contain an area of approximately two hundred sixty-six (266) square feet and include (a) a men's restroom designed to accommodate one (1) person at a time with one toilet and one sink, (b) a ladies' restroom designed to accommodate two (2) persons at a time with two toilets and one sink, and (c) a shower.

3. Exercise Room: The Exercise Room will contain an area of approximately three hundred fifteen (315) square feet and include such exercise equipment as may be installed by the Developer. The Exercise Room is designed to accommodate approximately forty-five (45) persons at a time.

4. Mechanical Room: The Mechanical Room will contain an area of approximately one hundred (100) square feet and will house the pump and other equipment incident to the operation of the swimming pool and recreational building.

5. Kitchen: The Kitchen will contain an area of approximately one hundred fifty-five (155) square feet and will include a stove, sink, refrigerator, cabinet space and such other equipment as may be furnished by the Developer.

6. Billiard Room: The Billiard Room will contain an area of approximately three hundred sixty-four (364) square feet and include a billiard table and such other equipment

as may be furnished by the Developer. The Billiard Room is designed to accommodate approximately twenty-six (26) persons at a time.

7. Game Room: The Game Room will contain an area of approximately three hundred eighty-eight (388) square feet and will contain tables, chairs or such other equipment as may be furnished by the Developer. The Game Room is designed to accommodate approximately fifty-five (55) persons at a time.

8. Office: The Office will contain an area of approximately one hundred (100) square feet and include such office furniture as may be furnished by the Developer. The Office is designed to accommodate approximately fourteen (14) persons at a time.

9. Vending Machine Area: The Vending Machine Area will contain an area of approximately twenty-three (23) square feet and include such vending machines as the Association may provide.

B. There will be constructed a heated whirlpool as well as an irregularly shaped swimming pool approximately one thousand fifty (1,050) square feet in area, surrounded by a concrete deck of approximately three thousand five hundred (3,500) square feet in area. The pool and deck Area are designed to accommodate approximately forty (40) persons, more or less. The swimming pool is located in the recreation area designated on the plot plan and survey attached as Exhibit "B" to the Declaration of Condominium, which is attached as Exhibit "p-1" to this Prospectus.

C. The Developer will purchase furnishings and other personal property for the recreational building and pool deck areas which will have a cost of not less than Thirty Thousand Dollars (\$30,000.00). The Developer specifically disclaims any and all representations and warranties, express or implied, that the per-

sonal property to be supplied by the Developer is all of the personal property which either the Association or Unit Owners will deem necessary or desirable for the management and operation of the Condominium. Any additional personal property which the Association may purchase shall be at the sole cost and expense of the Unit Owners.

D. All of the recreational and other commonly used facilities will be conveyed by the Developer to the Association without charge. The use of the recreational facilities may be temporarily abated during the course of construction. Unit Owners and the Association shall not be required to pay any rent or other fees for the use of the recreational facilities; provided, however, that the Association may charge admission fees for special scheduled events (movies, tournaments, etc.). The Association's costs and expenses of maintaining and operating the recreational and other commonly used facilities will be included in the assessment charged to the Owners of the Units in Club Royale. The Developer will not provide any facilities which are not described herein.

E. The Developer estimates that all of the facilities described herein should be available for use by Unit Owners, subject to strikes, shortages of labor and/or materials, availability of construction financing and acts of God, by October 1, 1981.

IV. SALE - LEASE.

The Developer intends to sell the Units rather than lease them. However, Article 20 of the Declaration provides, in part, that the Developer is "irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units for any period and under any terms to any lessees, purchasers or transferees without the consent of the Association." The Developer therefore, has the power to lease any or all of the Units located in Club Royale. However, the Developer has no present plans to sell Units while subject to any such leases.

V. MANAGEMENT.

The day-to-day operations of the Condominium shall be managed and maintained by the Association or such independent management company as the Association may hereafter employ.

VI. RESTRICTIONS.

A. Article 2.F of the Declaration sets forth the following use restrictions which are binding upon all Unit Owners:

"Subject to the provisions of Article 20 of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with the Rules and Regulations of the Association. No person under the age of sixteen (16) years shall be allowed to permanently reside in or occupy a Unit for more than ninety (90) days in any twelve (12) month period."

B. Article 9.E(5) of the Declaration grants the following powers to the Association:

"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."

C. The following selected rules and regulations have been adopted by the Board of Administration of the Association:

(1) In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all of the Common Elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Bicycles may be stored only in Units or in other specifically designated areas.

(2) Owners shall store personal property within their respective Units and designated storage areas.

(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any part of the Common Elements. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Condominium Property, no Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

(5) No vehicles other than automobiles and passenger type vans shall be permitted to park within the Condominium Property except for the purpose of making deliveries or providing repair services to a Unit. The habitual parking of any vehicle used or intended for use for commercial purposes is prohibited.

(6) No vehicle which cannot operate on its own power shall remain on the outside parking areas for more than twenty-four (24) hours.

(7) No vehicles shall be repaired on the outside parking areas, except in emergencies.

(8) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(9) Servants and domestic help of the Owners may not gather or lounge in the Common Elements.

(10) In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Condominium Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(11) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of the Condominium Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

(12) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property without the written consent of the Board.

(13) In order to protect the Condominium Property, each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and

(b) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(14) In order that the buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Owner place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board, and further, when approved, subject to the Rules and Regulations adopted by the Board.

(15) No fences may be erected upon the Condominium Property.

(16) Pets will be allowed within the Condominium Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) No animal weighing in excess of twenty (20) pounds may be brought or kept upon the Condominium Property.

(d) Each animal brought or kept upon the Condominium Property shall be at all times under the control of its Owner.

(e) Each Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Condominium Property.

(f) No animal shall be allowed to constitute a nuisance.

(17) In case of any emergency originating in, or threatening any Unit, the Board or any other person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the cause of its present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have a master key to fit the door locks to all Units. If an Owner wants a second lock installed as additional security, said Owner shall deposit with the Board a duplicate key for the second lock.

(18) No one shall be permitted at any time on the roof of the Condominium Building.

(19) There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

(20) No waterbeds are to be brought into any Unit for any reason whatsoever.

(21) No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any balcony.

A copy of the above rules and regulations of the Association are attached as Exhibit "P-2" to this Prospectus.

D. Club Royale is located within a planned unit development known as Boca Del Mar and, accordingly, is subject to a Declaration of Restrictions which provides, among other things, that certain recreational facilities and parks in Boca Del Mar are for the use and enjoyment by the residents thereof and that such residents shall jointly share the costs of maintaining such recreational facilities and parks. The proportionate share of such costs attributable to Club Royale will be included in the Assessment charged to the Owners of Units in Club Royale. A copy of said Declaration of Restrictions is attached as Exhibit "P-6" to this Prospectus.

VII. UTILITIES.

The following utility and other services will be supplied to Club Royale:

- A. Water supply and sewage disposal: City of Boca Raton.
- B. Storm Drainage: On site water retention system.
- C. Telephone Service: Southern Bell Telephone and Telegraph Company
- D. Electrical Power: Florida Power & Light Company
- E. Cable Television Service: West Boca Cablevision, Incorporated.

VIII. APPORTIONMENT.

The responsibility for payment of common expenses and the shares of ownership in the common elements of Club Royale are

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VIII. APPORTIONMENT.

The responsibility for payment of common expenses and the shares of ownership in the common elements of Club Royale are

apportioned among individual Unit Owners in accordance with the relationship between the square footage contained within each individual Unit and the total square footage of all Units in Club Royale.

IX. BUDGET.

An estimated operating budget for Club Royale and the Association and a schedule of Unit Owners' expenses are attached to this Prospectus as Exhibit "p-3".

X. CLOSING EXPENSES.

The following is a schedule of estimated closing expenses to be paid by a purchaser of an individual Unit at Club Royale at or before closing:

A. Association assessment against the Unit for common expenses prorated from the date of closing to the first day of the next succeeding assessment period.

B. If a purchaser is utilizing mortgage financing in the acquisition of his Unit, he will be required by the mortgage lender to pay the closing costs of the mortgage loan to the mortgage lender. These costs are determined in the sole discretion of the mortgage lender and the Developer has no means of ascertaining their amount.

C. Attorney's fees for any attorney retained by the purchaser.

D. The cost of an owner's title insurance policy issued in accordance with the terms and conditions of the specimen purchase agreement attached to this Prospectus as Exhibit "p-4" subsequent to the recordation of the warranty deed conveying the subject Unit to the purchaser.

E. State documentary stamps in the approximate of Forty Cents (\$0.40) per One Hundred Dollars (\$100.00) or fractional part thereof of the purchase price to be affixed to the warranty deed.

F. The cost of recording the warranty deed which is Four Dollars (\$4.00) for the first page and Three Dollars (\$3.00) for each additional page.

G. Any utility connection fees paid by Seller in order to obtain electrical or other service to the Unit.

H. Real estate taxes and other expenses and revenues of said Property shall be prorated as of the closing date. The Seller shall be responsible for that portion of the taxes from January 1 of the year of closing through the day prior to the closing date. The Purchaser shall be responsible for that portion of the taxes from the closing date through December 31 of the year of closing. If the current year's assessment is not available, then the taxes will be prorated on the basis of the prior year's tax, provided, however, that the taxes shall be re prorated upon receipt of the tax bill for the year in which the closing takes place.

XI. DEVELOPER.

Club Royale is a development of Minto Builders (Florida), Inc., a Florida corporation.

The Chief Operating Officer of the Developer is Mr. Irving Greenberg. Mr. Greenberg has been active in the real estate development industry for the past 26 years and has been responsible for the development of more than twenty thousand (20,000) residences ranging from single-family homes to highrise apartments. More recently, Mr. Greenberg has developed Mirror Lakes which is a cluster housing project containing a total of two hundred thirty-eight (238) units, located in Boynton Beach, Florida, and The Township which is a planned unit development containing approximately eleven hundred (1,100) acres of land located in Coconut Creek, Florida. Of the residential and commercial structures that have been or will be constructed in The Township, Mr. Greenberg has constructed Pond Apple Place I and II, a Condominium, contain-

ing a total of one hundred twenty-eight (128) residential units, Sawgrass Village I containing a total of ninety-three (93) residential units and Golden Raintree I and II containing a total of one hundred fifty (150) residential units.

XII. PURCHASE AGREEMENT.

A specimen form of the agreement for the sale of a Unit in Club Royale is attached as Exhibit "P-4" to this Prospectus together with a copy of the agreement providing for the escrow of payments made to the Developer prior to closing.

XIII. CONTROL.

Please refer to Article II, Section 4, of the By-Laws of the Association which are attached as Exhibit "E" to the Declaration which is attached as Exhibit "P-1" to this Prospectus for provisions relating to the transfer of control of the Association to individual Unit Owners.

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: **Club Royale, A Condominium**
 Address of Condominium: **Boca Del Mar Drive, Boca Raton, Florida**

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	N/A
Management and Maintenance Contracts for More Than One Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium	N/A
Form of Unit Lease If a Leasehold	N/A
Declaration of Servitude (Boca Del Mar Declaration of Restrictions)	N/A
Sales Brochures	
Phase Development	N/A
Description (See 718.503(2) (k) and 504(14))	N/A
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums (See 718.503(2) (h))	N/A
Description of Management for Single Management of Multiple Condominiums (See 718.503(2) (k))	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	N/A
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	
Plans and Specifications	MADE AVAILABLE

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 19____

Purchaser _____

Purchaser _____

EXHIBIT "P-1"

- to -

PROSPECTUS

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM

-of-

CLUB ROYALE, A CONDOMINIUM

Prepared by the Office of:
HOLLAND & KNIGHT
By: Irwin J. Payne, Esq.
2929 E. Commercial Boulevard
Suite 801
Fort Lauderdale, Florida 33308

INDEX TO DECLARATION OF CONDOMINIUM

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A.	Legal Description
B.	Plot Plan and Survey
C.	Undivided Shares in Common Elements, Common Expenses and Common Surplus
D.	Articles of Incorporation
E.	By-Laws

DECLARATION OF CONDOMINIUM

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CLUB ROYALE, A CONDOMINIUM

MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits said property, its improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes ("Condominium Act"), as enacted upon date of recordation hereof.

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

1. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

- A. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.
- B. "Association" or "Corporation" means Club Royale Condominium Association, Inc., the non-profit Florida corporation responsible for the operation of the Condominium.
- C. "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.
- D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.
- E. "Common Elements" means that portion of the Condominium property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Commons Elements and Limited Common Elements even though owned by the Association.
- F. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole or the Association which are assessed against the Unit Owners.

- G. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.
- H. "Condominium Building" means the structures which comprise that part of the Condominium Property within which the Units are located.
- I. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.
- J. "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- K. "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.
- L. "Developer" means Minto Builders (Florida), Inc., a Florida corporation, and its successors and assigns.
- M. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
- N. "Mortgagee" means a bank, the Developer, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel.
- O. "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.
- P. "Unit" or "Apartment" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land and/or improvements.
- Q. "Unit Owner", "Apartment Owner", or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Palm Beach County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage, security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- R. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.
- S. "the Condominium" or "this Condominium" means Club Royale, a Condominium.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

A. The name of this Condominium is CLUB ROYALE, A CONDOMINIUM.

B. There shall pass with each Unit as appurtenances thereto:

(1) An undivided share in the Common Elements.

(2) 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.

(3) An undivided share in the Common Surplus.

(4) Membership of the Unit Owner in the Association.

(5) The use of such parking space or spaces as may be assigned for the Unit Owner's exclusive use.

(6) The use of such storage locker or lockers, if any, as may be assigned for the Unit Owner's exclusive use.

C. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration. He shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each Unit is identified by a specific numerical designation as set forth in Exhibit "B" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit, which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

E. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of all components for the individual air conditioning unit which services his Unit.

F. Subject to the provisions of Article 20 of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with the Rules and Regulations of the Association. No person under the age of sixteen (16) years shall be allowed to permanently reside in or occupy a Unit for more than ninety (90) days in any twelve (12) month period.

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

- A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.
- B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.
- C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

4. COMMON ELEMENTS:

- A. Common Elements include the following:
- (1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.
- (2) Any portion of the of the Condominium Property which is not included within the Units.
- (3) Easements through Units for conduit ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the Common Elements.
- (4) An easement of support which is hereby created in every portion of a Unit which contributes to the support of a Condominium Building.
- (5) The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.
- B. The undivided share in the Common Elements appurtenant to each Unit, the percentage of sharing Common Expenses and owning undivided interests as set forth in Exhibit "C" attached hereto. The altered or amended except in accordance with the provisions of Section 718 of the Condominium Act or of this Declaration.

5. LIMITED COMMON ELEMENTS.

A. There may be Limited Common Elements appurtenant to Units in this Condominium, as reflected by the plot plan and survey attached as Exhibit "B" hereto, which shall include, but not be limited to, patios, balconies, parking spaces and storage lockers which are specifically designated and delineated. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned for the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

B. Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part of the Common Expenses of the Association (except that any maintenance, repairs or replacements caused by an individual Unit Owner)

shall be assessed against the individual Unit Owner). Parking spaces, storage lockers, if any, and exterior surfaces of patios and balconies, not including any enclosure constructed thereon by a Unit Owner, shall be treated as Common Elements for this purpose.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.

B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

C. The identification, location and dimensions of each Unit and the Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements and each Unit and provides accurate representations of their locations and dimensions.

7. AMENDMENT TO PLANS.

A. Developer reserves the right to change the interior design and arrangements of all Units, to alter the boundaries between the Units and to combine two or more Units to form a single Unit so long as any Unit so altered has not been conveyed by the Developer to a Unit Owner.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of more than fifty percent (50%) of the Units.

All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Palm Beach County, Florida, provided, however, that except as otherwise provided in this Declaration:

(1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the proportional and owns the Common Surplus unless the record owner Expenses and all record owners of liens thereon shall join in the execution of such amendment; and

(2) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagee.

B. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and any Exhibits hereto so as to correct any errors or omissions not affecting the rights of Unit Owners, lienors or Mortgagees. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

C. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a non-profit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "D".

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

C. All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

D. Unit Owners shall be entitled to one (1) vote for each Unit owned in accordance with the voting privileges set forth in the Articles and By-Laws. Multiple owners of a Unit shall collectively be entitled to one (1) vote for said Unit in accordance with voting privileges set forth in the Articles and By-Laws.

E. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

(1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(2) The power to levy and collect Assessments from unit owners and to lease, maintain, repair and replace the Common Elements.

(3) The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

(4) The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal re-

sponsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his acceptance of the deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

(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 obtain and maintain adequate insurance to protect the Association and the Common Elements.

10. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "E". No modification of or amendment to the By-Laws shall be deemed valid unless duly adopted to these the By-Laws and set forth in or annexed to a duly recorded instrument to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. The maintenance of the Common Elements shall be the responsibility of the Association.

B. There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.

C. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

D. No fence, wall, gate or similar structure may be erected, installed or maintained on the Condominium Property except as expressly permitted by this Declaration or as designated in Exhibit B attached hereto.

12. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses shall include the 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 expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

B. Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

C. Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

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

A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The percentage of Unit is set forth in Exhibit "C". The annual Assessment shall initially be payable in advance, quarterly, on the first day of each such quarter; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

B. A Unit Owner, regardless of the manner in which he acquired title to his unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

C. Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law.

D. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner there-

of for any unpaid Assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of Palm Beach County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Administration may take such action as is deemed necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

E. 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. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. If the holder of a mortgage of record or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of said first mortgage, or accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, except for any portion thereof secured by a claim of lien for Assessments that was recorded prior to a recording of the foreclosed mortgage. Any such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A mortgage or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

G. Any person who acquires an interest in a Unit except as specifically provided in the preceding subparagraph shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing from the former owner have been paid.

H. The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

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

J. Except as provided in subparagraph F above and in this subparagraph, no Unit Owner may be excused from the payment of his

Proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. In accordance with the provisions of Section 718.116 of the Condominium Act, for a period of twelve (12) months following the first conveyance of a Unit by the Developer to a Unit Owner other than the Developer, Developer shall be excused from the payment of Common Expenses attributed to Developer-owned Units since, for that period, Developer shall guarantee in each purchase agreement for a Unit that Assessments for Common Expenses shall not increase over a stated dollar amount for said period.

14. TERMINATION OF CONDOMINIUM.

A. If all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if "major damage" occurs as defined hereinafter and subject to Article 23, subparagraph A(2)(b) below, the Condominium Property shall be removed from the provisions of the Condominium Property thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property.

B. If the Owners of at least 75% of the Common Elements elect to terminate, they shall have the option to buy the Units of the other Unit Owners for a period of sixty (60) days from the date of the meeting wherein the election to terminate was taken. The purchase price shall be the fair market value of the Units as of the date of said meeting as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of the same.

15. EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

16. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and

degree that the owner of a house or any other property owner would be liable for such an occurrence.

C. 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, and they shall have a right to intervene and defend.

17. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium or provided for in this Article, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his 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, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

18. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

19. EASEMENTS.

A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon stairs, elevators, terraces, balconies, walks and other Common Elements intended for such purposes.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid ease-

ment for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest for such purpose. Said instrument Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

D. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for vehicular traffic over, through and across such portions of the Common Elements as may, from time to time be paved and intended for such purposes, but the same shall neither give nor create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned for such purpose. The parking areas, private roads and other Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purposes for which same are intended. It is the intention of this subparagraph to create perpetual easements over and across the above described areas to facilitate the flow of pedestrian and vehicular traffic on the Condominium Property.

20. SALE, RENTAL, LEASE OR TRANSFER.

A. The Association shall have the option to purchase or lease any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person.

(1) Prior to the sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Board of Administration in writing of the name and address of the person to whom the proposed sale, rental, lease, or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may reasonably be required by the Board of Administration. Failure to do so shall be deemed a breach hereof, and any sale, rental, lease or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee.

(2) Within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board of Administration shall either approve or

disapprove the proposed sale, rental, lease or transfer, in writing, and shall promptly notify the Unit Owner of its decision. Failure of the Board to act within said ten (10) day period shall be the equivalent of its consent and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, by and at the expense of the purchaser, lessee or transferee and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee.

B. If the proposed sale is bona fide but the Board of Administration disapproves the same, the Board shall, when it notifies the Unit Owner of its disapproval, deliver to the Unit Owner the deposit required under the terms of the proposed sale and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the Unit Owner with written notice of its disapproval but fails to deliver the required deposit, such action shall be the equivalent of its consent which may be established as provided in the preceding subparagraph A.

(1) If the Board notifies the Unit Owner of its disapproval and accompanies its notice of disapproval with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.

(2) Thereupon, the selling Unit Owner may either close the proposed sale of his Unit with the Association or a member or members to whom its obligation to purchase the Unit has been assigned or withdraw the offer specified in his notice to the Board. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be forfeited by the Association and retained by the Unit Owner who may then consummate the transaction with the Unit Owner made the original bona fide offer. To perfect title in his transferee, an affidavit executed by the selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.

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 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) 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) 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) 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.

D. Notwithstanding anything herein to the contrary, any Mortgagee that becomes the Owner of a Condominium Parcel through foreclosure, deed in lieu of foreclosure or other means, shall have the unqualified right to sell, lease or otherwise transfer said Condominium Parcel, including the fee ownership thereof, without prior offer to or approval of the Board of Administration, except that the Association shall be advised in writing of the closing date or effective date and term of the lease and shall also be provided with the name(s) of the purchaser or lessee.

~~The Developer who is the sole owner of the Condominium Parcel shall have the right to sell, lease or otherwise transfer the Condominium Parcel at any time, in whole or in part, to any person or entity, including the Association, without the consent of the Board of Administration. The Developer shall have the right to sell, lease or otherwise transfer the Condominium Parcel at any time, in whole or in part, to any person or entity, including the Association, without the consent of the Board of Administration. The Developer shall have the right to take any action necessary to consummate the sale, rental or transfer of said Units, including, but not limited to, the right to maintain model apartments within the Condominium Buildings, post signs, have employees in the offices maintained in the Condominium Buildings, use the Common Elements and show Units to prospective purchasers. Sales office signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The provisions of this subparagraph E shall not be amended without the prior written approval of the Developer.~~

21. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their family, lessees or guests.

22. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such

coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

(1) Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

(2) For purposes of this and the following Article, all buildings constituting the Condominium, as described in Exhibits "A" and "B" attached hereto, shall collectively be deemed one Building and shall include any additional buildings as a part thereof which may hereafter become a part of this Condominium.

B. Coverage.

(1) Casualty. All buildings and improvements upon the Property described in Exhibit "A" attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph B including, but not limited to, vandalism and malicious mischief.

(2) Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Workmen's compensation insurance meeting all the requirements of the laws of Florida.

(4) Directors and officers liability insurance, if available.

(5) Such other insurance as the Board of Administration shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration and which shall be a bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

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

(2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(1) Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or

repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Unit Owner's Obligation. Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his Unit, and casualty insurance on the contents within said Unit. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase.

23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Condominium Building:

(a) Lesser damage. If the damaged improvement is the Condominium Building, and if Units to which 50% or more of the Common Elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Administration to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of 75% of the Common Elements agree in writing to such reconstruction or repair:

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or

Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Administration and, if the damaged property is the Condominium Building, by the owners of not less than 75% of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

D. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for the payment of Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account of damage to Common Elements shall be in proportion to the owners' share in the Common Elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000.00, the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association-Under \$5,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, 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 Insurance Trustee 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.

(b) Association-Over \$5,000.00. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution or insurance proceeds to a Unit Owner; and, further provided that when the Association or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be

first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Boca Raton, Palm Beach County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

25. PARKING.

A. Portions of the Common Elements contain the parking spaces for the use of Unit Owners, occupants of Units and their guests and invitees. All parking spaces have been given an identifying number and are delineated on Exhibit "B" attached hereto.

B. The Developer shall have the right to assign the use of parking spaces to Unit Owners for their exclusive use as long as Developer owns any Unit. A Unit Owner who has been given such exclusive use may assign said right of use to the purchaser of his Unit or another Unit Owner provided that said Unit Owner promptly notifies Association of said assignment. The Developer's designation of the use of a specific parking space to a Unit Owner shall grant only the exclusive use thereof and not title nor any other property interest therein. In the event parking spaces have not been specifically assigned by Developer prior to the time that Developer no longer owns any Units, the Association may make the assignment of such unassigned parking spaces to Unit Owners. Unassigned parking spaces shall be used in accordance with the rules and regulations promulgated from time to time by the Association. The Association shall not be liable for the loss, damage or theft of personal property from vehicles or the vehicles themselves.

26. ARBITRATION OF DISPUTES.

A. The purpose of this Article is to establish a procedure whereby a Unit Owner or the Association may elect to have disputes resolved by binding arbitration to the end that matters involving alleged violations of this Declaration, the Articles or By-Laws, the Association's Rules and Regulations, or the laws of Florida relating to the subject condominium may be resolved without the necessity of lengthy and costly judicial proceedings.

B. Accordingly, there is hereby established a committee ("Arbitration Committee") composed of three (3) members selected by the Board of Administration from among the Unit Owners, except that no person who is then a member of the Board of Administration or an officer of the Association may serve as a member of the Arbitration Committee. Each member of the Arbitration Committee shall serve for a term of one (1) year or until his successor is selected. Each Board of Administration shall select the members

of the Arbitration Committee within ten (10) days after that Board's election. In the event of the death or resignation of a member of the Arbitration Committee, the vacancy shall be filled for the unexpired term by another Unit Owner selected by the Board of Administration. If a member of the Arbitration Committee is a party to, or a witness in, any proceeding pursuant to this Article, he shall be disqualified from serving on the Committee with respect to that proceeding, and the remaining members of the Committee shall select a third member to sit on the Committee as to that proceeding only.

C. Whenever the Board of Administration concludes that a Unit Owner is engaged in a violation of this Declaration, the Articles or By-Laws, the Association's Rules and Regulations or the laws of Florida relating to the subject condominium, or whenever a Unit Owner concludes that another Unit Owner or the Association is engaged in such a violation, then the Board of Administration or the Unit Owner who has concluded there is a violation ("Complainant") shall deliver written notice thereof ("Violation Notice") to the Association and the Arbitration Committee. The Violation Notice shall detail the specifics of the alleged violation including the name of the person engaged in the alleged violation ("Alleged Violator"), the date or dates on which the alleged violation occurred, the nature of the violation, the names and addresses of all persons who the Complainant believes to have knowledge of the facts surrounding the alleged violation and the desired relief sought. The Complainant's delivery of the Violation Notice as provided herein shall constitute his election to be bound by the decision of the Arbitration Committee. The Arbitration Committee shall deliver the written Violation Notice to the Alleged Violator.

D. Within seven (7) days of delivery of the Violation Notice, the Alleged Violator may consent to have the dispute arbitrated by delivery of written notice of such election to the Arbitration Committee, which written notice shall specify the defense of the Alleged Violator and shall include the names and addresses of all persons who the Alleged Violator believes have knowledge of the facts surrounding the Alleged Violation. A copy of said written notice shall be forthwith delivered by the Arbitration Committee to the Complainant. In the event that the Alleged Violator does not consent to have the dispute arbitrated, or fails to respond subsequent to delivery of the Violation Notice, the Arbitration Committee shall have authority to proceed any further with respect to the Alleged Violation and the matter shall forthwith terminate without prejudice to the right of the Complainant to otherwise proceed in the manner provided by law.

E. Provided written notice as above set forth is received by the Arbitration Committee from the Complainant and the Alleged Violator evidencing their agreement to submit the dispute to arbitration, the Arbitration Committee shall, within five (5) days after having received the Alleged Violator's election to arbitrate, deliver written notice ("Notice of Hearing") to the Complainant, Alleged Violator, and any other persons named who may have knowledge of facts surrounding the dispute, which Notice of Hearing shall establish a date and time for an arbitration hearing. The arbitration hearing shall be held at the Condominium property and shall take place no later than five (5) business days from delivery of the Notice of Hearing.

F. At the arbitration hearing, the Arbitration Committee shall receive and hear any and all testimony and other evidence as to the Alleged Violation which the Complainant, the Alleged Violator, or any other interested person may wish to present. The

technical rules of evidence shall not be applicable to and shall neither control nor limit the conduct of any such hearing. Within five (5) days from the conclusion of the arbitration hearing, the Arbitration Committee shall render a written opinion ("Arbitration Decision") and shall deliver a copy of same to the Complainant, the Alleged Violator and the Association, and shall post same in a conspicuous place at the Condominium Property. The Arbitration Decision shall set forth the Arbitration Committee's findings of facts and its conclusion as to whether the Alleged Violator is engaged, or has engaged, in a violation of the Declaration, the Articles or By-Laws, the Association's Rules and Regulations or the laws of Florida relating to the subject condominium, and shall grant relief as is necessary and equitable under the circumstances should any violation exist.

G. The Arbitration Decision shall be binding upon the parties to the dispute and shall be conclusive as to the issues involved in any court of law. Should it be necessary to institute a suit at law to enforce the Arbitration Decision, the party refusing to recognize the Arbitration Decision shall be responsible for all court costs and reasonable attorney's fees.

H. In conducting the arbitration hearing, it shall be incumbent upon the Arbitration Committee to exercise due diligence to assure all parties to the dispute the essential elements of notice, due process and the right to be heard.

I. Nothing herein contained shall be construed as limiting any of the remedies which the Association or a Unit Owner may have, either in law, or under the terms of this Declaration, or the Articles and By-Laws of the Association, in the event that an alleged violation is not submitted to binding arbitration in accordance with the provisions hereof. The procedures set forth hereinabove for arbitration may be modified in the manner required for amending this Declaration; provided, however, that no changes shall be permitted which shall deprive any person of the essential elements of notice, due process and the right to be heard.

J. Wherever in this Article provision is made for the delivery of written notice, said delivery shall be accomplished either by personal delivery or by certified mail with postage prepaid. Delivery to the Board of Administration may be accomplished by delivery to any member of the Board of Administration, and delivery to the Arbitration Committee may be accomplished by delivery to any member of the Arbitration Committee.

27. AMENDMENTS REQUIRED BY MORTGAGEES.

There shall automatically be incorporated as part of this Declaration and, where applicable, the By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration or the By-Laws. Should the governmental agency require an amendment to this Declaration or the By-Laws, then said amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit.

28. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

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 shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

29. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

(1) Assessments of the Developer as a Unit Owner for capital improvements, and

(2) Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail or certificate of mailing at their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail or certificate of mailing to 1580 N.W. 2d Avenue, Suite 6, Boca Raton, Florida 33432. Notices to the Developer shall be delivered by certified mail to the attention of Jeffrey Miller, and a copy thereof shall be sent to Irwin J. Payne, Esq., Holland & Knight, Suite 801, 2929 E. Commercial Boulevard, Ft. Lauderdale, Florida 33308. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal Regulations, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this _____ day of _____, 19__.

Signed, Sealed and Delivered
in the Presence of:

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

By: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ of Minto Builders (Florida), Inc., a Florida corporation, who acknowledged before me that he executed the foregoing Declaration of Condominium of Club Royale, a Condominium, on behalf of said corporation.

WITNESS my hand and official seal at _____, Florida, this _____ day of _____, 19__.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

(NOTARY SEAL)

EXHIBIT "A"

- to -

DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION

1

EXHIBIT "B"

- to -

DECLARATION OF CONDOMINIUM

PLOT PLAN AND SURVEY

JOHN A. GRANT, JR., INC.
Consulting Engineers
3333 North Federal Highway
Boca Raton, Florida 33431

November 17, 1980
JG 100-3508

LEGAL DESCRIPTION
PHASE II

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 N. $24^{\circ} 03' 25''$ W., 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 Northernly 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 N. $88^{\circ} 30' 20''$ E., a distance of 237.26 feet to a point; thence with a bearing of S. $1^{\circ} 29' 40''$ E., a distance of 157.43 feet to a point; thence with a bearing of S. $44^{\circ} 33' 28''$ E., a distance of 134.35 feet to a point; thence with a bearing of S. $0^{\circ} 26' 32''$ W., a distance of 208.00 feet to a point lying on the Southerly boundary of Tract 45; thence with a bearing of N. $89^{\circ} 33' 28''$ W., along said Southerly boundary of Tract 45, a distance of 311.57 feet to a point; thence with a bearing of S. $84^{\circ} 00' 00''$ W., 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.

SURVEY PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS

EXHIBIT "B" - PAGE 44

OF THE DECLARATION OF CONDOMINIUM

OF CLUB ROYALE

A CONDOMINIUM

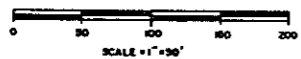
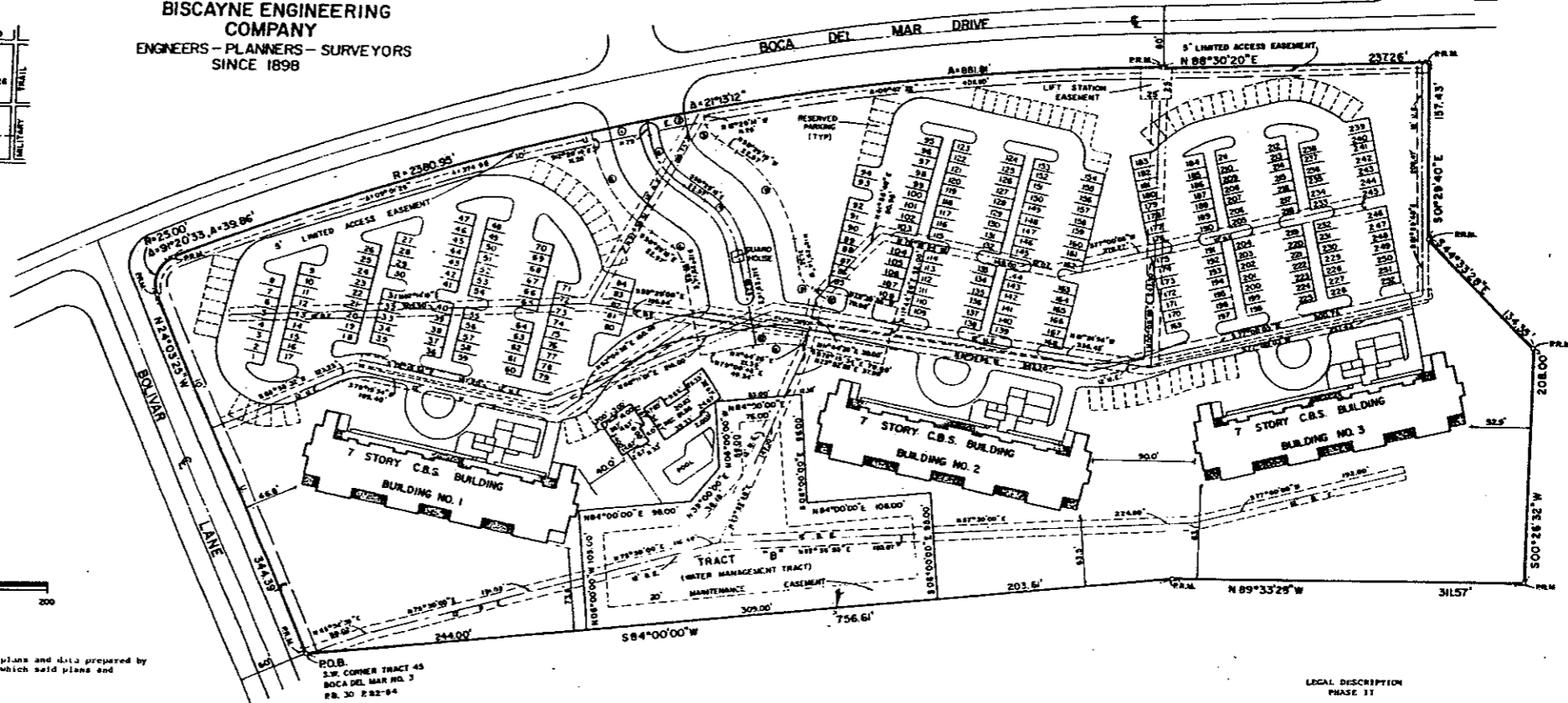
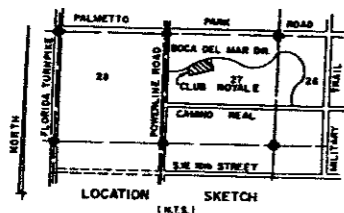
PREPARED BY

BISCAYNE ENGINEERING

COMPANY

ENGINEERS - PLANNERS - SURVEYORS

SINCE 1898



These surveys and plot plan are compiled from plans and data prepared by (Rhett Roy Landscape Architect Planner, Inc.) which said plans and specifications bear Job Number 10380

SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
3. SURVEY DATA LOCATED IN FIELD BOOKS PAGES THROUGH _____
4. THE TOLERABLE LIMITS OF EXACT POSITION OF THE BOUNDARY MONUMENTS SHOWN HEREON WITH RESPECT TO ORIGINAL CORNERS IS ONE TENTH (0.1) OF A FOOT.
5. THIS SURVEY MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
6. DESCRIPTION OF THE APARTMENT BOUNDARIES, COMMON AND LIMITED COMMON ELEMENTS ARE DEFINED ON EXHIBIT "B" SHEET 1 THROUGH SHEET 22
7. LEGAL DESCRIPTION SHOWN HEREON IS IN ACCORDANCE WITH THE INSTRUMENTS OF RECORD.

CURVE TABLE						
NUMBER	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEING
1	2380.95	50.00	0° 12' 12"	25.00	50.00	N76° 54' 40" E
2	2380.95	50.00	0° 12' 12"	25.00	50.00	N77° 06' 52" E
3	20.00	18.08	48° 00' 00"	8.49	15.83	S35° 29' 14" E
4	70.00	56.20	48° 00' 00"	28.71	54.70	S35° 29' 14" E
5	120.00	96.34	48° 00' 00"	50.94	93.78	S35° 29' 14" E
6	20.00	18.08	48° 00' 00"	8.49	15.83	S35° 29' 14" E
7	70.00	56.20	48° 00' 00"	28.71	54.70	S35° 29' 14" E
8	120.00	96.34	48° 00' 00"	50.94	93.78	S35° 29' 14" E
9	15.00	17.91	68° 24' 43"	10.20	16.87	S48° 41' 35" E
10	172.05	7.93	02° 38' 23"	3.98	7.93	S79° 54' 45" E
11	120.05	47.82	22° 43' 40"	24.13	47.31	S89° 37' 24" E
12	120.05	48.94	22° 24' 10"	23.77	46.84	S89° 27' 39" E

CERTIFICATION:

The undersigned, a Land Surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that 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 each unit can be determined from these materials.

The undersigned further certifies that the survey meets the minimum required standards adopted by the Florida Land Title Association and the Society of Professional Land Surveyors.

Certified to MUTU BUILDERS (FLORIDA), INC., dated at Boca Raton, Florida this _____ day of _____, 1981.

BISCAYNE ENGINEERING COMPANY, INC.

BY: GEORGE C. SULTON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 1643

LEGAL DESCRIPTION PHASE 11

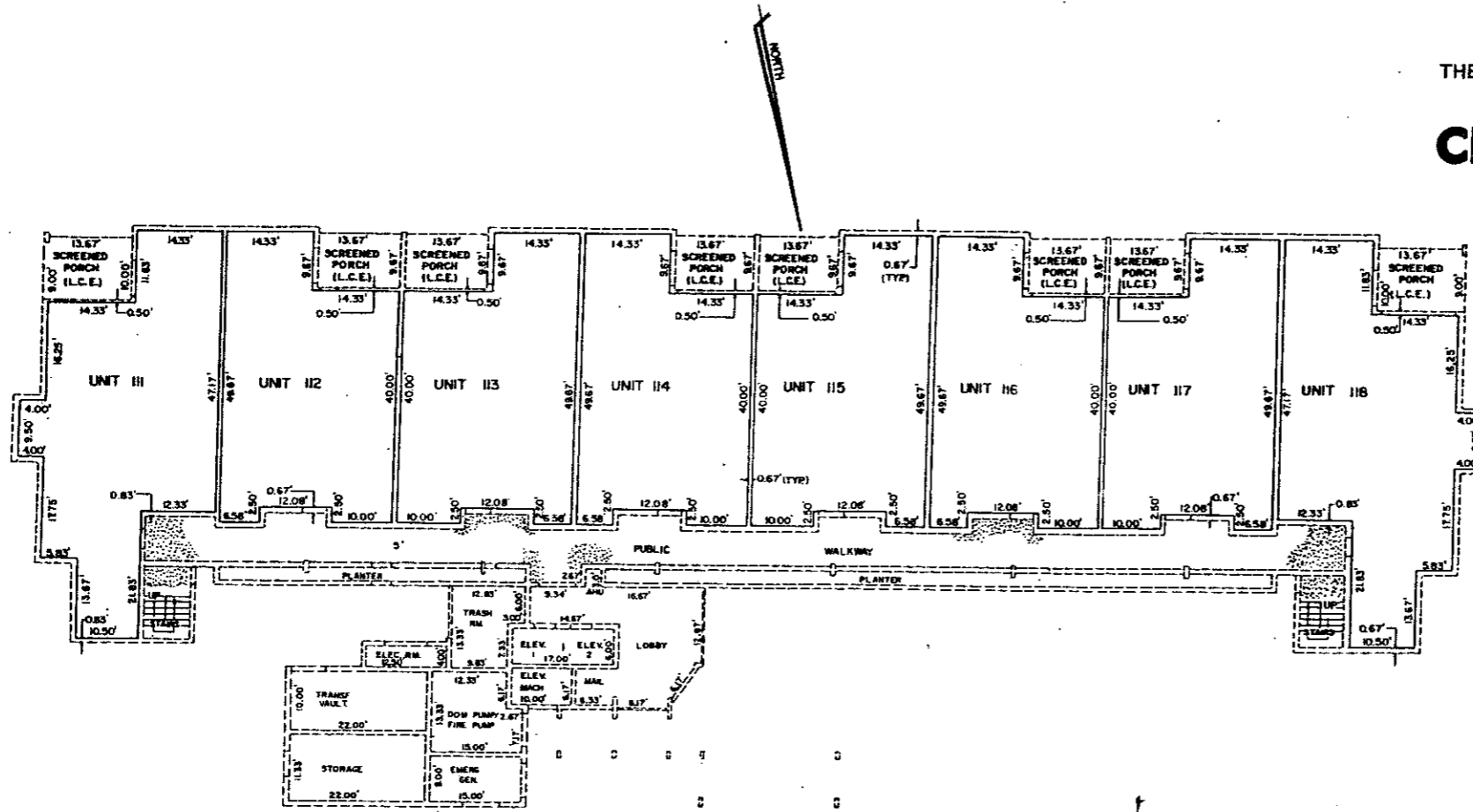
A portion of land being a portion of Tract 45, "BOCA DEL MAR NO. 3", as recorded in Plat Book 38, Pages 82-84, of the Public Records of Palm Beach County, said parcel being more particularly described as follows: BEGINNING at the Southwest corner of the aforementioned Tract 45; thence with a bearing of North 28° 21' 25" West, along the westerly boundary of Tract 45, a distance of 164.79 feet to a point of curvature; thence with a curve to the right having a radius of 2380.95 feet, an arc length of 19.86 feet to a point of compound curvature; thence with a curve to the right along the westerly 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 81° 29' 49" East, a distance of 157.43 feet to a point; thence with a bearing of South 41° 33' 28" East, a distance of 136.35 feet to a point; thence with a bearing of South 08° 36' 32" West, a distance of 208.89 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.

TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE

A CONDOMINIUM

BUILDING NO. "1"



FIRST FLOOR PLAN

25.67 UPPER LIMITS OF APARTMENT
15.30 LOWER LIMITS OF APARTMENT (M.S.L.)

LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS

(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES, THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

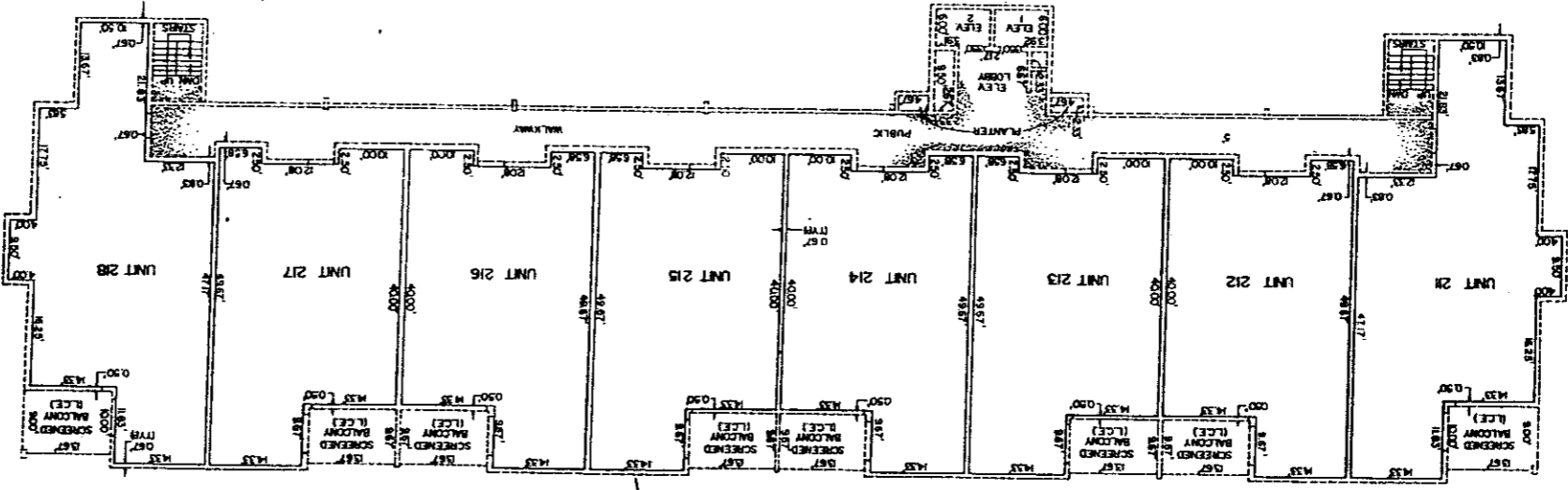
DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 10 OF THE DECLARATION, INCLUDING, INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

TO
THE DECLARATION OF CONDOMINIUM
OF
CLUB ROYALE
A CONDOMINIUM
BUILDING NO. "1"



SECOND FLOOR PLAN
215. LOWER LIMITS OF APARTMENT
(M.S.L.)

DESCRIPTION OF APARTMENTS.

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE SHOWN BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AREA-E TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APARTMENTMENT HERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS UNDER A REFERENCE TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718, FLORIDA STATUTES. THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS.

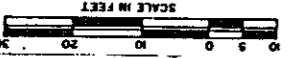
1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO GUILTS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 19 OF THE DECLARATION, INCLUDING EGRESS AND ACCESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 25, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION INTENTIONED IN THIS PURPOSE IN ACCORDANCE WITH THE

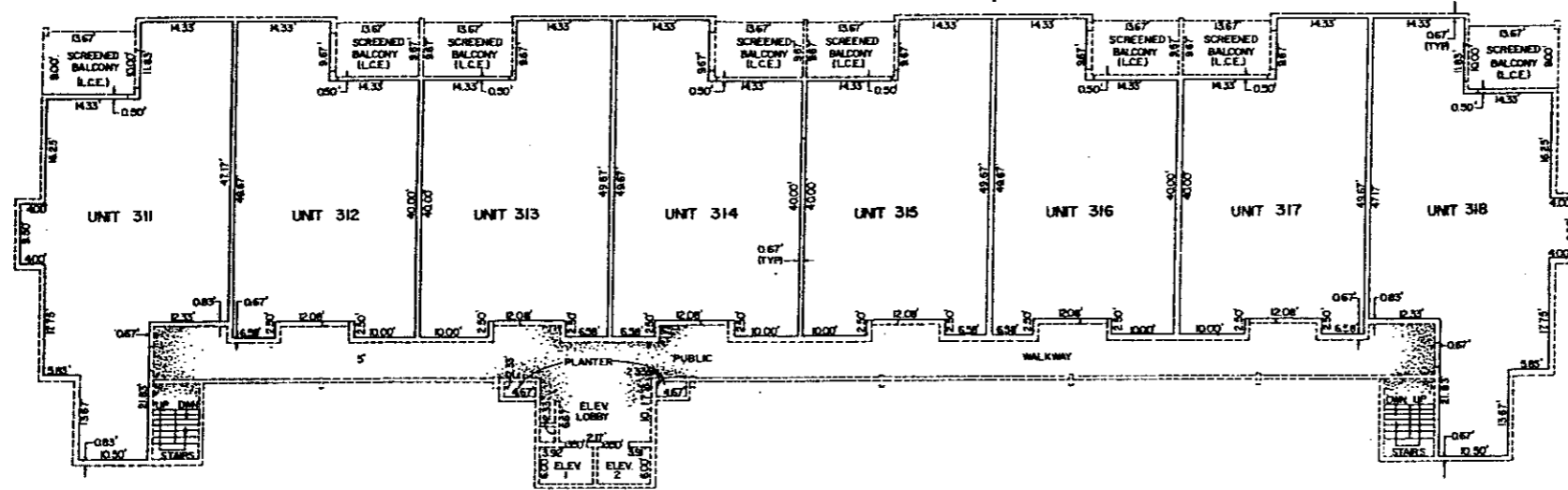
LEGEND

- INDICATES APARTMENT BOUNDARY
- - - - - INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION



CLUB ROYALE
 A CONDOMINIUM

BUILDING NO. "1"



LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPOINTANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES. THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 10 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

THIRD FLOOR PLAN

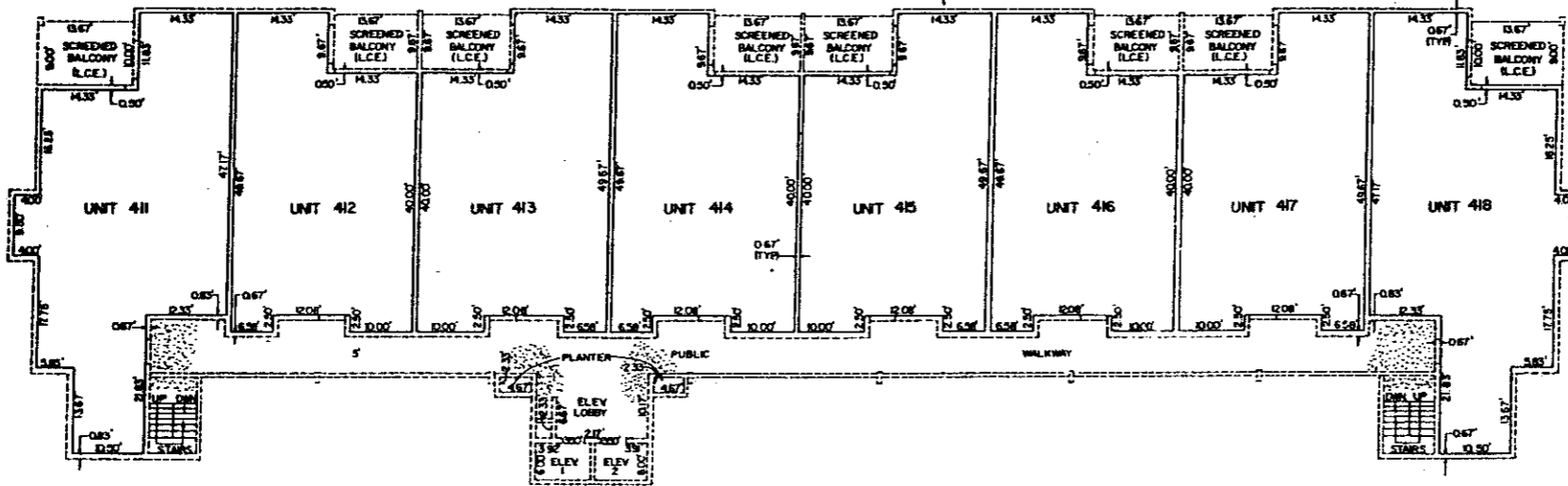
31.80 UPPER LIMITS OF APARTMENT
 33.53 LOWER LIMITS OF APARTMENT
 (M.S.L.)

EXHIBIT "B"-PAGE 48
TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE

A CONDOMINIUM

BUILDING NO. "1"



LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES. THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 9 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

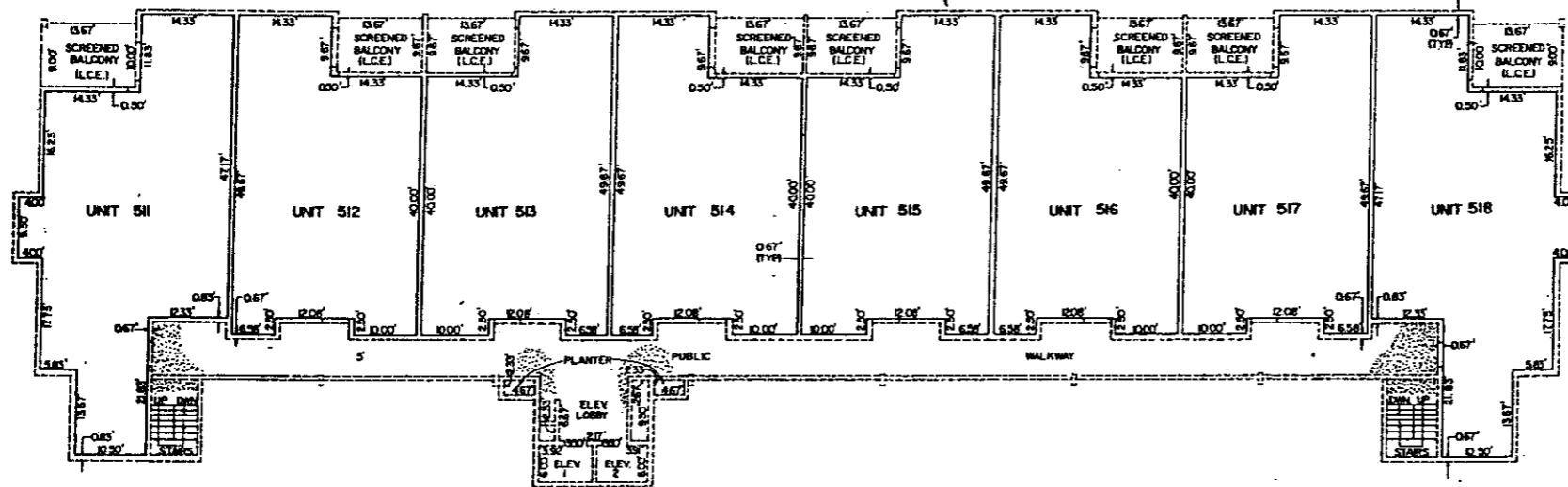
FOURTH FLOOR PLAN

30.67 UPPER LIMITS OF APARTMENT
42.30 LOWER LIMITS OF APARTMENT (M.S.L.)

TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "I"



FIFTH FLOOR PLAN

20.0' UPPER LIMITS OF APARTMENT
20.0' LOWER LIMITS OF APARTMENT
(M.S.L.)



LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 719 FLORIDA STATUTES, THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEAL LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 19 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

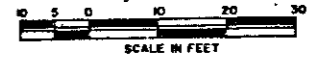
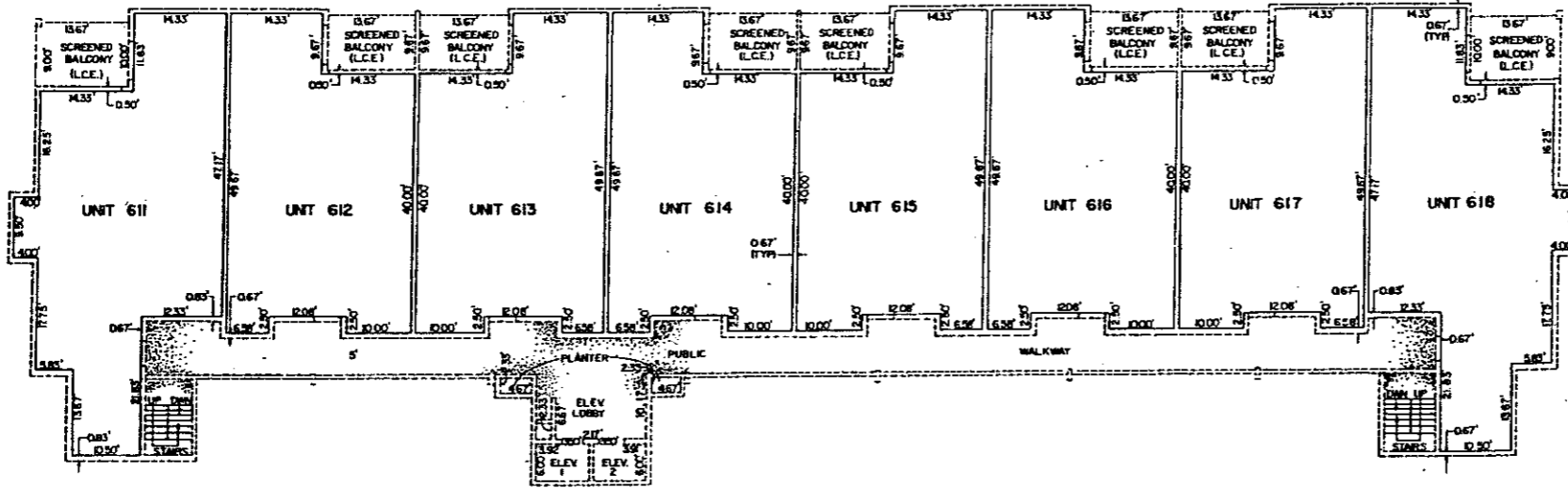
THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

EXHIBIT "B"-PAGE 50

TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "1"



LEGEND

- INDICATES APARTMENT BOUNDARY
- INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE SHOWN BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THEREOF AN INDIVIDUAL SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES, THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY #1 WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 19 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

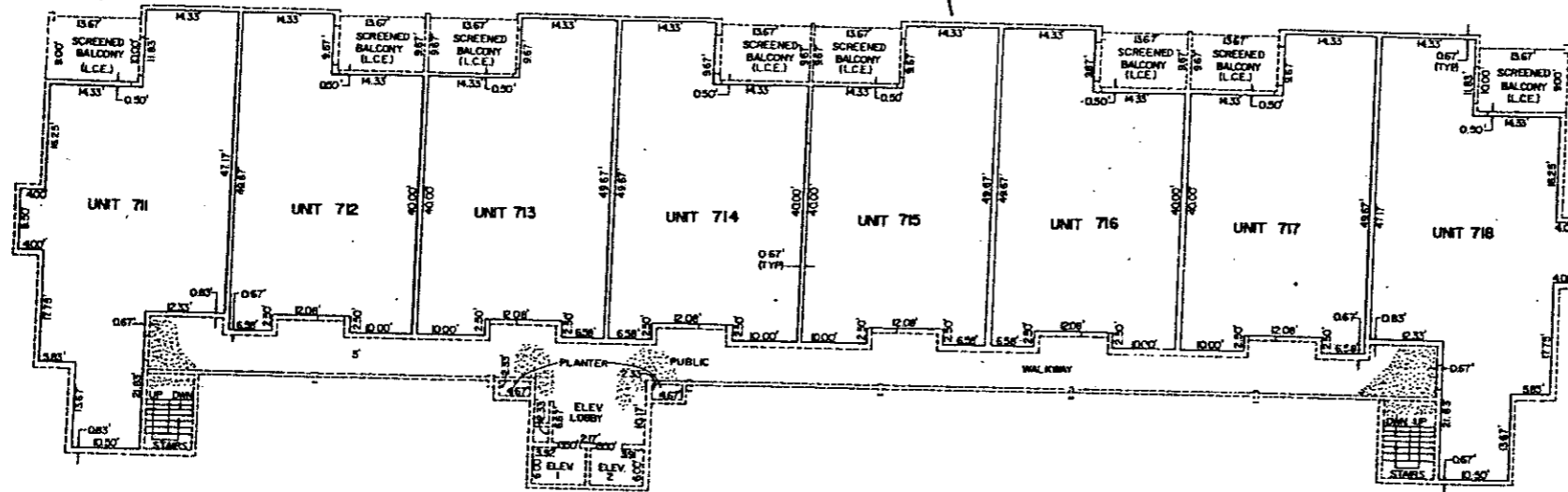
THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

SIXTH FLOOR PLAN

57.80 UPPER LIMITS OF APARTMENT
55.63 LOWER LIMITS OF APARTMENT
(M.S.L.)

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "1"



LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS

(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES, THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 10 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

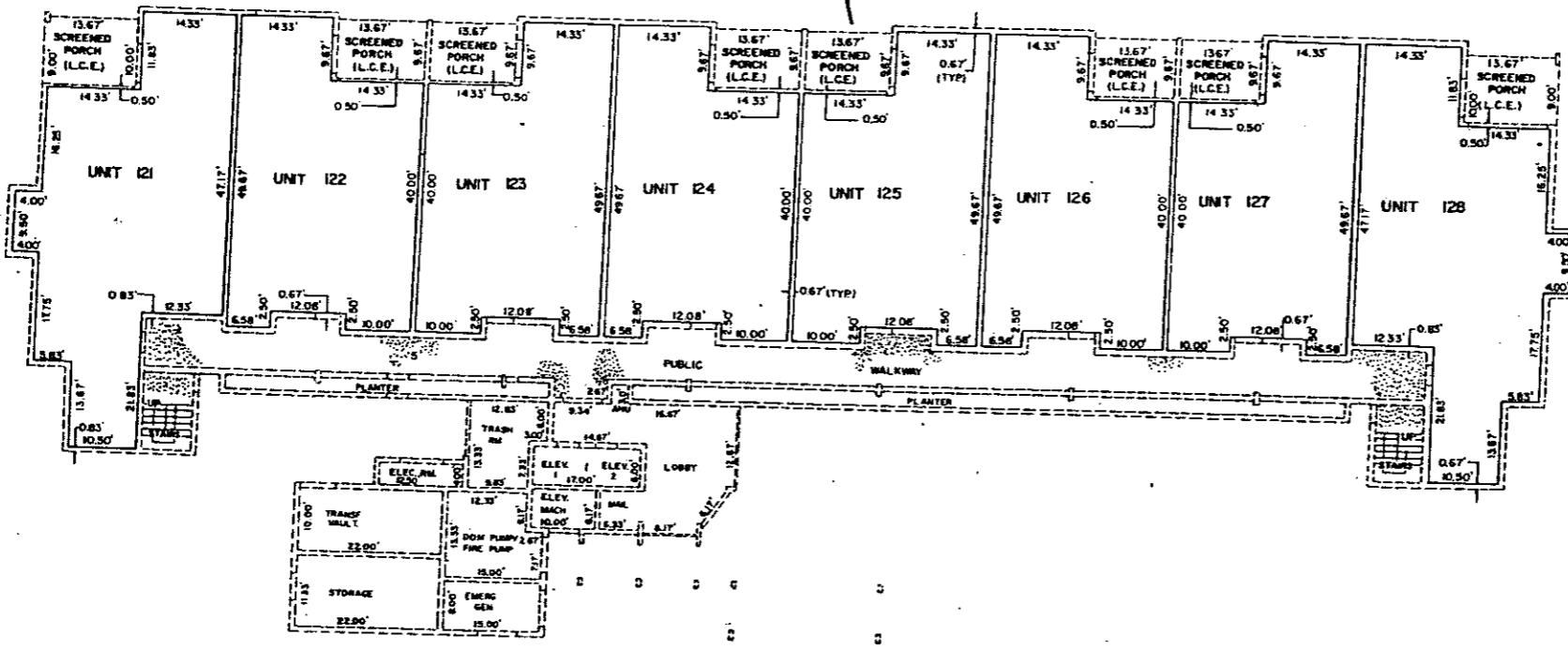
SEVENTH FLOOR PLAN

75.51 UPPER LIMITS OF APARTMENT
68.30 LOWER LIMITS OF APARTMENT (M.S.L.)

TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "2"



LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES, THE CONDOMINIUM ACT.
4. ELEVATIONS THERE DESIGNATED SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 19 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION REFERRED TO FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

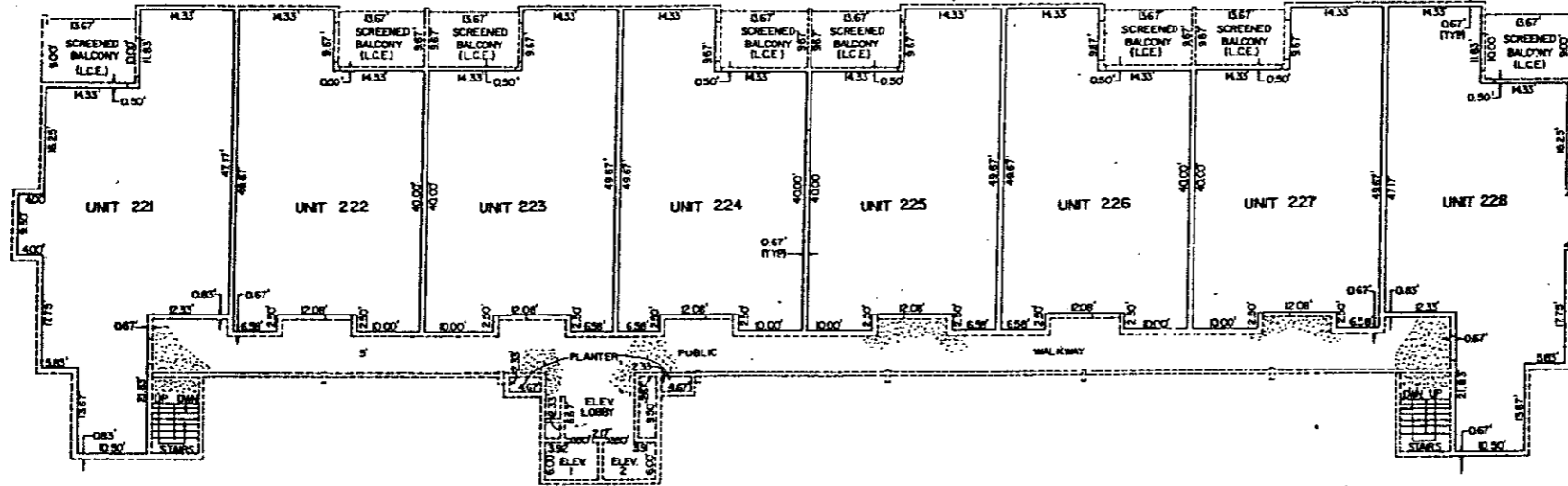
FIRST FLOOR PLAN

24.47 UPPER LIMITS OF APARTMENT
16.30 LOWER LIMITS OF APARTMENT (M.S.L.)

TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "2"



- LEGEND**
- APARTMENT BOUNDARY
 - - - COMMON ELEMENTS
 - (L.C.E.) LIMITED COMMON ELEMENTS
 - (M.S.L.) MEAN SEA LEVEL ELEVATION

- DESCRIPTION OF APARTMENTS:**
1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING. ELEVATIONS AS NOTED.
 2. ALL DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS IN THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
 3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AND UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 71A, FLORIDA STATUTES, THE CONDOMINIUM ACT.
 4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

- DESCRIPTION OF COMMON ELEMENTS:**
1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
 2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
 3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
 4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 19 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

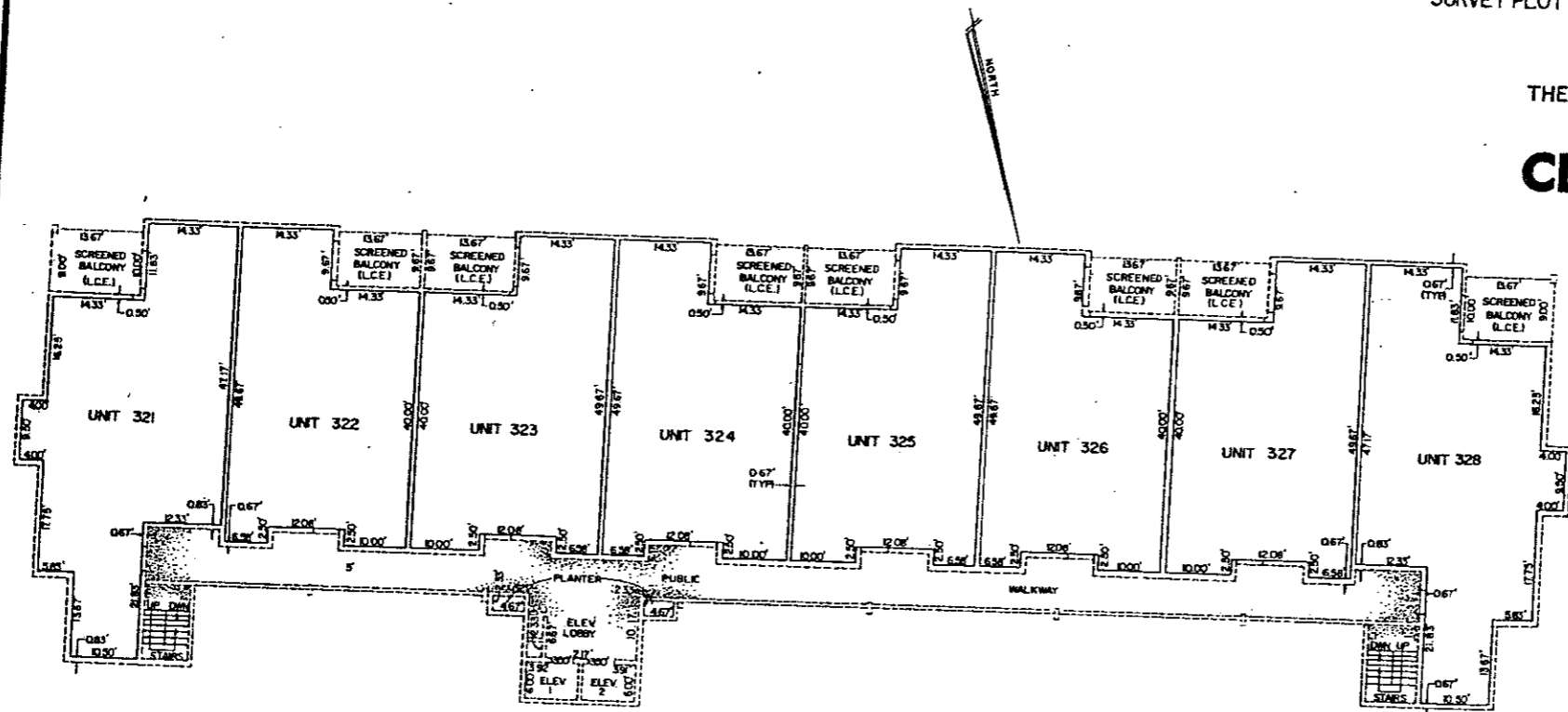
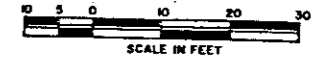
- DESCRIPTION OF LIMITED COMMON ELEMENTS**
- THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION, MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

SECOND FLOOR PLAN

333.3 UPPER LIMITS OF APARTMENT
249.7 LOWER LIMITS OF APARTMENT
(M.S.L.)

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "2"



LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THERETO REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES, THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 19 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE

THIRD FLOOR PLAN

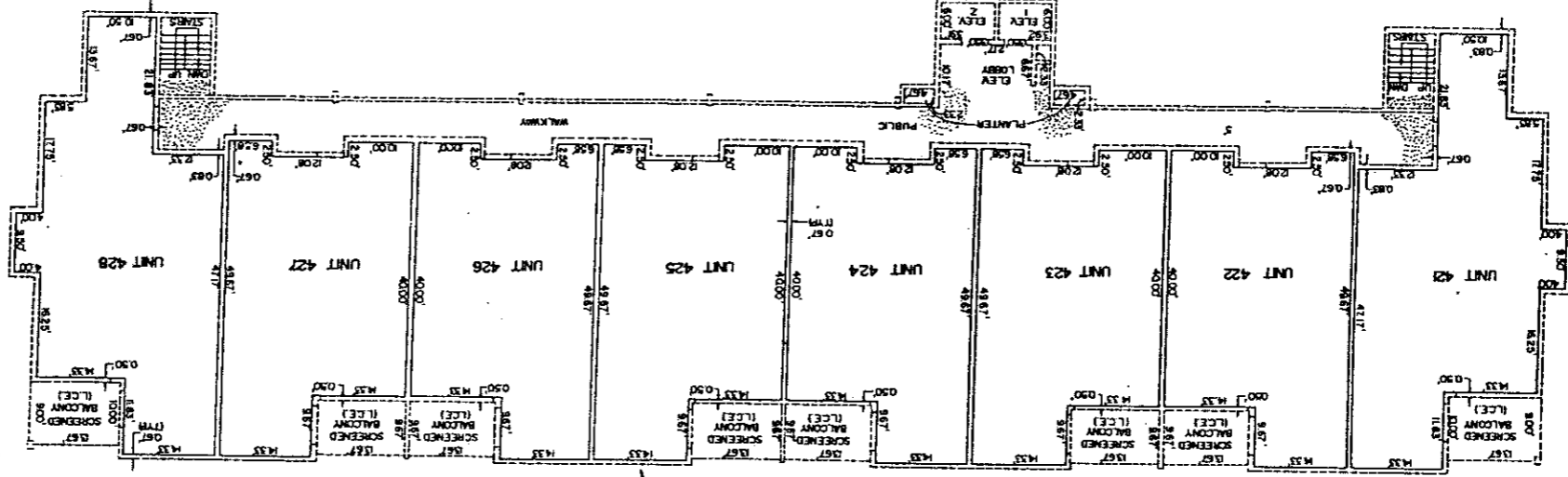
41.00' UPPER LIMITS OF APARTMENT
33.63' LOWER LIMITS OF APARTMENT
(M.S.L.)

EXHIBIT "B" PAGE 55
 TO
 THE DECLARATION OF CONDOMINIUM
 OF
CLUB ROYALE
 A CONDOMINIUM
 BUILDING NO. "2"



LEGEND

- INDICATES APARTMENT BOUNDARY
- INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION



FOURTH FLOOR PLAN
 5047 UPPER LIMITS OF APARTMENT (M.S.L.)
 4230 LOWER LIMITS OF APARTMENT (M.S.L.)

DESCRIPTION OF APARTMENTS

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGES TO UNFINISHED WALLS. TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APARTMENT SHARE TO UNFINISHED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718, FLORIDA STATUTES, THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 9 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

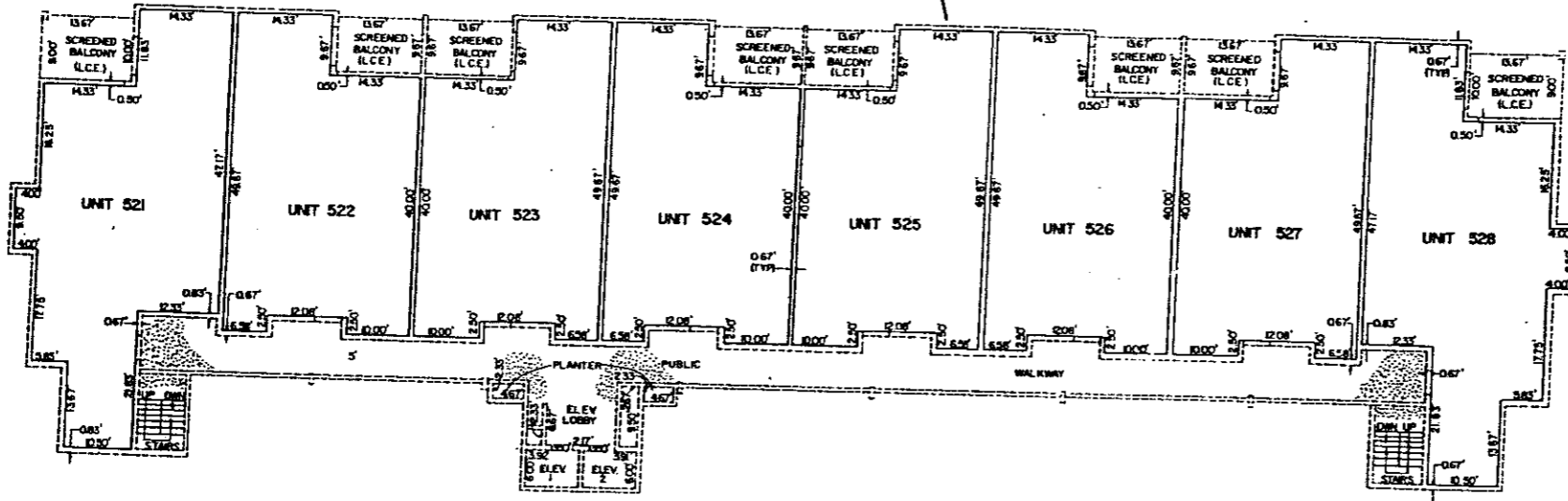
DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STAIRS, ARE LIMITED

TO
THE DECLARATION OF CONDOMINIUM
OF

CLUB ROYALE
A CONDOMINIUM

BUILDING NO. "2"



LEGEND

- INDICATES APARTMENT BOUNDARY
- - - INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

DESCRIPTION OF APARTMENTS:

1. THE BOUNDARY LINES OF EACH APARTMENT ENCLOSE THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND BY THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS NOTED.
2. APARTMENT DIMENSIONS ARE AVERAGE TO UNFINISHED WALLS, TO THE VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES AS SHOWN AND TO FINISHED CEILING AND FLOOR ELEVATIONS AS NOTED.
3. EACH APARTMENT SHALL HAVE AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS AS THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND IN THE INSTRUMENTS THEREIN REFERRED TO THIS CONDOMINIUM IS CREATED UNDER A DECLARATION THEREOF AS PROVIDED FOR BY CHAPTER 718 FLORIDA STATUTES. THE CONDOMINIUM ACT.
4. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.

DESCRIPTION OF COMMON ELEMENTS:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY APARTMENT OR APARTMENTS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN AN APARTMENT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN ARTICLE 19 OF THE DECLARATION, INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

THE BALCONIES AND PORCHES, PARKING SPACES AS DESIGNATED AS 1 THROUGH 252, AND THE STORAGE AREAS ARE LIMITED COMMON ELEMENTS RESERVED FOR THE USE OF A PARTICULAR APARTMENT AS DESIGNATED IN THE RECORDS OF THE ASSOCIATION MENTIONED FOR THIS PURPOSE IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM.

FIFTH FLOOR PLAN
3813 UPPER LIMITS OF APARTMENT
3037 LOWER LIMITS OF APARTMENT
(M.S.L.)

ESTHER HOUSTON

1580 Northwest Second Avenue
Suite 6
Boca Raton, Florida 33432

ARTICLE VI
DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Administration composed of not less than three (3) persons ("Directors"). The first Board of Administration shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with the Association's By-Laws.

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term.

C. All officers shall be elected by the Board of Administration in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Administration shall elect from among the Members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Administration but no other officer need be a Director.

ARTICLE VII

FIRST BOARD OF ADMINISTRATION

The following persons shall constitute the first Board of Administration and shall serve until the first election of the Board of Administration at the first regular meeting of the membership:

<u>Name</u>	<u>Address</u>
JAMES E. MACKENZIE	1580 Northwest Second Avenue Suite 6 Boca Raton, Florida 33432
JEFFREY MILLER	1580 Northwest Second Avenue Suite 6 Boca Raton, Florida 33432
ESTHER HOUSTON	1580 Northwest Second Avenue Suite 6 Boca Raton, Florida 33432

ARTICLE VIII

OFFICERS

Subject to the direction of the Board of Administration, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Administration. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Administration:

<u>Name</u>	<u>Office</u>
JAMES E. MACKENZIE	President
JEFFREY MILLER	Vice President
ESTHER HOUSTON	Secretary/Treasurer

ARTICLE IX

BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Administration and attached to the Declaration to be

filed among the Public Records of Palm Beach County, Florida. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the developer referred to in the Declaration, and the Exhibits attached thereto, without the Developer's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

D. 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 underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present text". Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE X
AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Condominium Act or the Declaration may be made by ten percent (10%) of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his re-

ceipt of the proposed amendment. Should the President fail to call such special meeting, the Members may, in lieu thereof, call a special meeting. Such request shall state the purpose or purposes of the proposed amendment(s). Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of a majority of the votes of the Members shall be required for approval of the proposed amendment or amendments.

-B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE XI

INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Administration as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII
ADDRESS

The principal address of the Association shall be 1580 N.W. Second Avenue, Suite 6, Boca Raton, Florida 33432, or at such other place as may be subsequently designated by the Board of Administration.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, _____ County, Florida, on this _____ day of _____, 1980.

Signed, Sealed and Delivered
in the Presence of:

JAMES E. MACKENZIE

JEFFREY MILLER

ESTHER HOUSTON

STATE OF FLORIDA)
 : ss
COUNTY OF)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared JAMES E. MACKENZIE, JEFFREY MILLER and ESTHER HOUSTON, known to me and known by me to be the subscribers described in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this _____ day of _____, 1980.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED.

Pursuant to Section 48.091, Florida Statutes, the following
is submitted:

CLUB ROYALE CONDOMINIUM ASSOCIATION, INC., a non-profit corpora-
tion, desiring to organize or qualify under the laws of the State
of Florida, where its principal place of business at the City of
_____, County of _____, State of Florida has
named _____
located at _____
_____, as its agent
to accept service of process within Florida.

Date: _____

(Corporate Officer)
Title

Having been named to accept service of process for the above-
stated corporation, the place designated in this certificate, I
hereby agree to act in this capacity, and I further agree to com-
ply with the provisions of all statutes relative to the proper and
complete performance of my duties.

Date: _____

Resident Agent

EXHIBIT "E"

- to -

DECLARATION OF CONDOMINIUM

BY-LAWS

BY-LAWS

-of-

CLUB ROYALE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be CLUB ROYALE CONDOMINIUM ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be at 1580 N.W. Second Avenue, Suite 6, Boca Raton, Florida 33432, or at such location as may be designated by the Association's Board of Administration. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Condominium ("Declaration") of CLUB ROYALE, A CONDOMINIUM ("Condominium"), and the words "Condominium Property", "Unit", "Unit Owner", "Assessment", "Condominium Parcel", "Common Elements", "Condominium" and "Developer" are defined as set forth in the Declaration. "Condominium Act" shall mean and refer to Chapter 718, Florida Statutes, as enacted upon the date of recordation of the Declaration.

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.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Developer is authorized to replace any Director elected by the Developer.

Section 3. Removal. Subject to the provisions of Section 718.301, Florida Statutes, as enacted upon the date of recordation of the Declaration, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members

of the Board of Administration may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Developer. If any Director fails to pay any Assessment levied by the Board of Administration, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. First Board of Administration. The first Board of Administration named in the Articles of Incorporation shall hold office and exercise all powers of the Board of Administration as provided therein, subject to the following:

A. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Units that will be operated ultimately by the Association;

(2) three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Units that will be operated ultimately by the Association;

(3) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) when some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

whichever shall first occur. Notwithstanding the foregoing, the Developer shall be entitled to elect not less than one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

B. Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the Unit Owners for this purpose. Such meeting may be called and a notice given by any Unit Owner if the Association fails to do so.

C. Prior to or within a reasonable time after the time that Unit Owners other than the Developer elect the majority of the members of the Board of Administration, such reasonable time not to exceed sixty (60) days, the Developer shall

relinquish control of the Association and shall deliver to the Association all property of the Unit Owners of the Association held or controlled by the Developer in accordance with the provisions of the applicable Florida Statutes on transfer of association control [Section 718.301(4)].

Section 5. Powers. The property and business of the Association shall be managed by the Board of Administration, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Administration shall specifically include, but not be limited to, the following:

- A. To levy and collect regular and special Assessments.
- B. To use and expend the Assessments collected to maintain, care for and preserve the Units and Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To enter into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with said maintenance, care and preservation.
- E. To insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty and the Association and the Unit Owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.
- F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Administration.
- G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Condominium Property.
- H. To make reasonable rules and regulations for the occupancy of the Units and the use of the Common Elements.
- I. To acquire, rent or convey Units in the name of the Association or a designee.
- J. To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Administration or membership.
- K. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.

Section 6. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 7. Meetings.

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

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Administration shall be open to all Unit Owners and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 9. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Unit Owners or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Administration. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

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

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Administration, which may delegate such powers to any officer. In the event that any officer fails to pay any Assessment levied by the Board of Administration, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Administration shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be permitted to appoint committees and to assign a member of the Board of Administration to be an ex-officio member of a committee.

E. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Administration or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Administration in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Administration, which minutes shall be retained for a period of not less than seven (7) years.

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

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

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

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

Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Administration.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Administration becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Administration, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

THE ASSOCIATION

Section 1. Membership. Each Unit Owner (including a corporate owner) shall be a Member of the Association and membership in the Association shall be limited to Unit Owners.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration. To the extent that the Declaration provides that the transfer, lease, sale, or sublease of Units is subject to approval of the Association, no fee shall be charged in connection with a transfer, sale, or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed Fifty and No/100 Dollars (\$50.00) for a period of one (1) year from the date of recordation of the Declaration. The Board of Administration shall review said charge and expense annually and adjust said amount accordingly. No charge shall be made in connection with an extension or renewal of a lease.

Section 3. Powers and Duties. The powers and duties of the Association shall include those set forth in the Articles, the Declaration, the Condominium Act, and these By-Laws and shall include the following:

A. The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom or another Unit to prevent damage to the Common Elements, Limited Common Elements, or to another Unit.

B. The irrevocable right of access to each Unit at any hour for the purpose of making emergency repairs necessary to prevent additional damage to the Common Elements, Limited Common Elements, or to another Unit.

C. The power to levy and collect Assessments and to lease, maintain, repair and replace the Common Elements.

D. The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

E. The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but

shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, personal representatives, successors and assigns shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

F. 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.

G. The power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of Members shall be held during the last two weeks in the first February which is more than twelve (12) months subsequent to the closing of the conveyance of the first Unit by Developer to an individual purchaser.

B. Regular annual meetings subsequent to the first meeting shall be held during the last two weeks of every February.

C. At the annual meetings, subject to the provisions of Article II, Section 4, of these By-Laws, the Members, by a majority vote (cumulative voting prohibited) shall elect a Board of Administration and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. The post office certificate of mailing shall be proof of such mailing. A notice of such meeting shall be posted at a conspicuous

Place on the Condominium Property at least fourteen (14) days prior to the meeting.

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

Section 4. Special Meetings.

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the Members. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at least five (5) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Condominium Property at least five (5) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. Notwithstanding the above, in the event emergency repairs are required to the Common Elements, as determined by the Board of Administration, the Board may assess up to a maximum of One Hundred and No/100 Dollars (\$100.00) per unit per year without the necessity of a meeting to approve said expenditures.

Section 5. Quorum. Members owning a majority of the total Units, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. The Owner or Owners of a Unit shall be entitled to one (1) vote for each Unit owned; provided, however, that Unit Owners who are delinquent in the payment of Assessments shall not be entitled to vote at any meeting of the Members, annual or special, for so long as any such Assessments remain delinquent.

B. If a Unit is owned by more than one (1) individual or by a corporation or other entity, said Owners, corporation or other entity shall file a certificate with the Secretary naming the person authorized to cast said Unit vote. If the same is not on file prior to any meeting of the Members, annual or special, a vote of such Unit shall not be considered, nor shall the presence of said Owners at a meeting be considered in determining whether the quorum requirement has been met.

C. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Elections.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

ARTICLE VI

NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

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

Section 3. Address. The address for notice to the Association is 1580 N.W. Second Avenue, Suite 6, Boca Raton, Florida 33432.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year shall commence on January 1 and end on December 31.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Administration may from time to time designate. The Board of Administration, by resolution, may require more than one (1) signature.

Section 3. Determination of Assessments.

A. (1) The Board of Administration shall fix Assessments adequate to meet the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses by the Declaration or from time to time by the Board of Administration.

(2) Funds for the payment of common expenses shall be assessed against Unit Owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Administration is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Elements of the Condominium.

(4) Special Assessments, which may be required by the Board of Administration, shall be levied and paid in the same manner as provided for regular Assessments.

B. When the Board of Administration has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Annual Budget.

A. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Administration at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Administration shall be open to all Unit Owners.

B. The Board of Administration may approve annual budgets so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. If the Board of Administration adopts a budget which requires Assessments against Unit Owners for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, all as determined in accordance with Section 718.112(2)(f), Florida Statutes, as enacted upon the date of recordation of the Declaration of Condominium of Club Royale, the Board of Administration, upon written application of ten percent (10%) of the Unit Owners to the Board of Administration, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. Unless these By-Laws require a larger vote, the adoption of the budget shall require a larger vote, than a majority vote of all Unit Owners. The Board of Administration may propose a budget to the Unit Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all Unit Owners in writing, the budget shall be adopted. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in 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. However, as long as the Developer is in control of the Board of Administration, the the Board of Administration shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of all Unit Owners.

Section 5. Reserve Fund. The Board of Administration shall have the right to assess Unit Owners to establish a reserve fund for the future replacement of or additions to the Common Elements and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 6. Payment of Assessments. All Assessments shall be paid timely to the Association. Assessments shall be made against Unit Owners not less frequently than quarterly in advance, no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

Section 7. Limitation on Expenditures. Notwithstanding anything else in these By-Laws, the Articles of Incorporation or the Declaration which authorizes expenditures, after the first election of Directors, the majority of which are comprised of Unit Owners other than Developer, no expenditure for the improvement of the Common Elements exceeding Five Thousand and No/100 Dollars (\$5,000.00) per annum shall be made without the approval of Members owning a majority of the Units except for the repair of the Condominium Property due to casualty loss.

Section 8. Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Administration. All Assessments shall be applied as provided herein and in the Declaration.

Section 9. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in an amount equal to one hundred fifty percent (150%) of the monies an individual handles or in which he has control via a signatory or a bank account or other depository account.

ARTICLE VIII

DEFAULT

Section 1. Delinquent Payment. In the event a Unit Owner does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Administration, may enforce its lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

Section 2. Foreclosure. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and, at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Unit which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Owner of the Unit.

Section 3. Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. Nothing contained in this Article shall be construed to require that the Association furnish notice to any

Unit Owner of his failure to pay any Assessment, sum or other charge due to the Association. In the event such legal action is brought against a Unit Owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

Section 4. Consent. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE IX

JOINT OWNERSHIP

Membership may be held in the name of more than one (1) person, corporation or other entity. In the event ownership is in more than one (1) person, corporation or other entity, all of the joint owners shall be entitled collectively to only one (1) vote in the management of the affairs of the Association and said vote may not be divided between multiple owners. (See Article V, Section 7B, of these By-Laws.)

ARTICLE X

AMENDMENT

These By-Laws may be amended by affirmative vote of a majority of the Members and of the Board of Administration.

Section 1. Rights of Developer. No amendment shall, however, change the rights and privileges of the Developer referred to in the Declaration and the Exhibits attached thereto without the Developer's written approval.

Section 2. Rights of Mortgagee. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

Section 3. Procedure. By-Laws shall neither be revised nor 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 underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present text". Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XI
CONSTRUCTION

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

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of CLUB ROYALE CONDOMINIUM ASSOCIATION, INC. at the first meeting of its Board of Administration.

APPROVED:

SECRETARY

PRESIDENT

RECORD & RETURN TO:
HOLLAND & ENIGHT
P. O. BOX 14005

110 E. BROWARD BLVD., STE. 1600
FT. LAUDERDALE, FLA. 33302

CERTIFICATE

84 265831

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 ~~strike-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

This Declaration Prepared By:
Jeffrey J. Miller
Holland & Enight
One O. Box 14005
110 E. Broward Blvd, Suite 1600
Ft. Lauderdale, FL 33302

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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

the Association shall take any action or pass any rule or regulation which shall, in the sole opinion of the Developer, hinder or interfere with such construction. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

1. Prohibiting or regulating the location of fences and other temporary structures erected by Developer, which structures are hereby expressly authorized.
2. Denying or regulating the location of access to the construction site.

Notwithstanding the foregoing, Developer agrees that, upon completion of such construction, it shall promptly repair any damage to the Common Elements which resulted from its construction activities. Further, the Developer shall utilize access other than the main entrance to the Condominium if the Developer determines that use of such alternate source is available and practicable. Should the Developer prevail in litigation to enforce any of its rights as set forth in this paragraph or elsewhere in this Declaration, the losing litigant shall pay all costs and legal expenses incurred by the Developer through and including all appellate litigation. The provisions of this paragraph as well as any others in this Declaration which grant rights in favor of the Developer shall not be amended without the prior written approval of the Developer.

I further certify that the foregoing action has not been modified or rescinded by the members of the Association, and is still in full force and effect as of this date.

Dated this 29th day of November, 1984.

Signed, sealed and delivered
in the presence of:

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

Stella Flynn
Frank Rogers

By: *J. Miller*
Jeffrey Miller, President

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

The foregoing Certificate was acknowledged before me this 29th day of November, 1984, by Jeffrey Miller, President of Club Royale Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEP. 29, 1984
BONARD TOWN GENERAL 157, A.M.

Notary Public
State of Florida at Large

(NOTARY SEAL)



commission expires:

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11/27/84

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

SUMMARY

- I. THE CONDOMINIUM WILL BE CREATED AND WILL BE SOLD AS FEE SIMPLE INTERESTS.

Please refer to Paragraph II of this prospectus.

- II. THERE IS NO RECREATION FACILITIES LEASE, GROUND LEASE OR CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM.

- III. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The provisions relating to such control may be found in Article II, Section 4, of the By-Laws ("By-Laws") of Club Royale Condominium Association, Inc. ("Association") which are attached as Exhibit "E" to the Declaration of Condominium of Club Royale, a Condominium, which is attached to this Prospectus as Exhibit "p-1".

- IV. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Please refer to Article 20 of the Declaration attached to this Prospectus as Exhibit "p-1".

This instrument was prepared by: *LE*
LEE H. BURG, Esquire,
BECKER & POLAKOFF, P.A.
~~911 Stirling Road~~ *PO Box 9057*
Fort Lauderdale, FL ~~33312~~ *33310-9953*

FEB-19-1998 8:52am 98-056267
ORB 10235 Pg 1868
DOROTHY H. MILKEN, 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 : O.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 ROLI DECKER

Sign *[Signature]*

Print Donna Ann Cooper

STATE OF FLORIDA
COUNTY OF PALM BEACH

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC.

By:

[Signature]
John Sciafani, President
c/o 6628 Boca Del Mar Drive
Boca Raton, FL 33433

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

Personally Known OR
Produced Identification

NOTARY PUBLIC - STATE OF FLORIDA
sign *[Signature]* print Donna Ann Cooper
My Commission expires: May 23, 1998

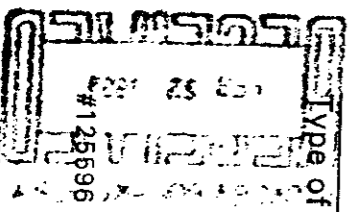
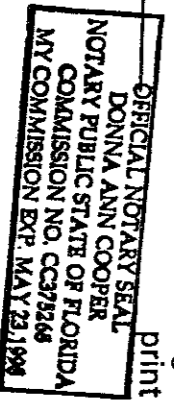


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PROSPECTUS

-for-

CLUB ROYALE, A CONDOMINIUM

I. DESCRIPTION OF THE CONDOMINIUM.

A. The name of the condominium described herein is CLUB ROYALE, A CONDOMINIUM ("Club Royale"). Club Royale is situated upon certain real property, the legal description of which is attached as Exhibit "A" to the Declaration of Condominium ("Declaration") of Club Royale which is attached to this Prospectus as Exhibit "P-1".

B. Club Royale will contain three (3) residential buildings designated, respectively, as Building 1, Building 2 and Building 3. The addresses of each of the three (3) buildings which are located in Boca Raton, Florida, are as follows: Building 1 - 6662 Boca Del Mar Drive, Building 2 - 6562 Boca Del Mar Drive, Building 3 - 6530 Boca Del Mar Drive. Each building will contain 56 residential units. Fourteen (14) of said units in each building will be designated as "A" Model Units and contain two (2) bedrooms, two (2) bathrooms and a den which may be converted for use as a third bedroom. The remaining forty-two (42) of said units in each building will be designated as "B" Model Units and contain two (2) bedrooms and two (2) bathrooms. Floor plans of said units are attached as Exhibit "p-5" to this Prospectus. Dimensions set forth in said floor plans, however, are approximations only and subject to modification. The actual plans and specifications of Club Royale are available for inspection at the Developer's office upon request.

C. Club Royale will contain a total of one hundred sixty-eight (168) units.

D. The plot plan and survey of Club Royale showing the location of all buildings and other improvements is attached as Exhibit "B" to the Declaration which is attached as Exhibit "P-1"

to this Prospectus. The plans and specifications as originally prepared for all buildings and other improvements are on file with the City of Boca Raton, Florida, and may differ from the plans and specifications for said buildings and other improvements that are on file with the Developer. Purchasers should only rely on said plans and specifications on file with the Developer and be advised that said plans and specifications are subject to amendment from time to time without notice. Purchasers should further be advised that there may be variations between the configuration of said improvements as set forth in the plot plan and survey or plans and specifications and as same improvements are actually constructed. However, said variations, if any, shall not adversely affect a Unit Owner's percentage share in the common elements or common surplus, if any, of Club Royale.

E. The Developer estimates that the construction, finishing and equipping of Club Royale should be completed, subject to strikes, shortages of labor and/or materials, availability of construction financing, acts of God and rate of Unit sales, in accordance with the following schedule, to wit: Building 1 - October 1, 1981; Building 2 - December 1, 1981; Building 3 - February 1, 1982.

F. The maximum number of residential units that will use common facilities of Club Royale is 168.

II. SALE.

CLUB ROYALE WILL BE CREATED AND WILL BE SOLD AS FEE SIMPLE INTERESTS. Title will be conveyed to Unit Purchasers by Warranty Deed.

III. RECREATION AND OTHER COMMONLY USED FACILITIES.

Club Royale will contain certain recreational and other commonly used facilities that will be used only by Unit Owners at

Club Royale. The following is a description of each such facility contained within Club Royale as to intended purpose, location, approximate floor area and capacity:

A. The Developer will construct a recreational building that will contain the following described improvements:

1. Multi-Purpose Room: The Multi-Purpose Room will contain approximately eight hundred ninety (890) square feet and may be utilized by Unit Owners for association meetings, social events and such other activities as may be determined by the Association.

2. Restroom Area: The Restroom Area will contain an area of approximately two hundred sixty-six (266) square feet and include (a) a men's restroom designed to accommodate one (1) person at a time with one toilet and one sink, (b) a ladies' restroom designed to accommodate two (2) persons at a time with two toilets and one sink, and (c) a shower.

3. Exercise Room: The Exercise Room will contain an area of approximately three hundred fifteen (315) square feet and include such exercise equipment as may be installed by the Developer. The Exercise Room is designed to accommodate approximately forty-five (45) persons at a time.

4. Mechanical Room: The Mechanical Room will contain an area of approximately one hundred (100) square feet and will house the pump and other equipment incident to the operation of the swimming pool and recreational building.

5. Kitchen: The Kitchen will contain an area of approximately one hundred fifty-five (155) square feet and will include a stove, sink, refrigerator, cabinet space or such other equipment as may be furnished by the Developer.

6. Billiard Room: The Billiard Room will contain an area of approximately three hundred sixty-four (364) square feet and include a billiard table and such other equipment

as may be furnished by the Developer. The Billiard Room is designed to accommodate approximately twenty-six (26) persons at a time.

7. Game Room: The Game Room will contain an area of approximately three hundred eighty-eight (388) square feet and will contain tables, chairs or such other equipment as may be furnished by the Developer. The Game Room is designed to accommodate approximately fifty-five (55) persons at a time.

8. Office: The Office will contain an area of approximately one hundred (100) square feet and include such office furniture as may be furnished by the Developer. The Office is designed to accommodate approximately fourteen (14) persons at a time.

9. Vending Machine Area: The Vending Machine Area will contain an area of approximately twenty-three (23) square feet and include such vending machines as the Association may provide.

B. There will be constructed a heated whirlpool as well as an irregularly shaped swimming pool approximately one thousand fifty (1,050) square feet in area, surrounded by a concrete deck of approximately three thousand five hundred (3,500) square feet in area. The pool and deck Area are designed to accommodate approximately forty (40) persons, more or less. The swimming pool is located in the recreation area designated on the plot plan and survey attached as Exhibit "B" to the Declaration of Condominium, which is attached as Exhibit "p-1" to this Prospectus.

C. The Developer will purchase furnishings and other personal property for the recreational building and pool deck areas which will have a cost of not less than Thirty Thousand Dollars (\$30,000.00). The Developer specifically disclaims any and all representations and warranties, express or implied, that the per-

sonal property to be supplied by the Developer is all of the personal property which either the Association or Unit Owners will deem necessary or desirable for the management and operation of the Condominium. Any additional personal property which the Association may purchase shall be at the sole cost and expense of the Unit Owners.

D. All of the recreational and other commonly used facilities will be conveyed by the Developer to the Association without charge. The use of the recreational facilities may be temporarily abated during the course of construction. Unit Owners and the Association shall not be required to pay any rent or other fees for the use of the recreational facilities; provided, however, that the Association may charge admission fees for special scheduled events (movies, tournaments, etc.). The Association's costs and expenses of maintaining and operating the recreational and other commonly used facilities will be included in the assessment charged to the Owners of the Units in Club Royale. The Developer will not provide any facilities which are not described herein.

E. The Developer estimates that all of the facilities described herein should be available for use by Unit Owners, subject to strikes, shortages of labor and/or materials, availability of construction financing and acts of God, by October 1, 1981.

IV. SALE - LEASE.

The Developer intends to sell the Units rather than lease them. However, Article 20 of the Declaration provides, in part, that the Developer is "irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units for any period and under any terms to any lessees, purchasers or transferees without the consent of the Association." The Developer therefore, has the power to lease any or all of the Units located in Club Royale. However, the Developer has no present plans to sell Units while subject to any such leases.

V. MANAGEMENT.

The day-to-day operations of the Condominium shall be managed and maintained by the Association or such independent management company as the Association may hereafter employ.

VI. RESTRICTIONS.

A. Article 2.F of the Declaration sets forth the following use restrictions which are binding upon all Unit Owners:

"Subject to the provisions of Article 20 of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with the Rules and Regulations of the Association. No person under the age of sixteen (16) years shall be allowed to permanently reside in or occupy a Unit for more than ninety (90) days in any twelve (12) month period."

B. Article 9.E(5) of the Declaration grants the following powers to the Association:

"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."

C. The following selected rules and regulations have been adopted by the Board of Administration of the Association:

(1) In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all of the Common Elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Bicycles may be stored only in Units or in other specifically designated areas.

(2) Owners shall store personal property within their respective Units and designated storage areas.

(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any part of the Common Elements. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Condominium Property, no Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

(5) No vehicles other than automobiles and passenger type vans shall be permitted to park within the Condominium Property except for the purpose of making deliveries or providing repair services to a Unit. The habitual parking of any vehicle used or intended for use for commercial purposes is prohibited.

(6) No vehicle which cannot operate on its own power shall remain on the outside parking areas for more than twenty-four (24) hours.

(7) No vehicles shall be repaired on the outside parking areas, except in emergencies.

(8) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(9) Servants and domestic help of the Owners may not gather or lounge in the Common Elements.

(10) In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Condominium Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(11) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of the Condominium Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

(12) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property without the written consent of the Board.

(13) In order to protect the Condominium Property, each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and

(b) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(14) In order that the buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Owner place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board, and further, when approved, subject to the Rules and Regulations adopted by the Board.

(15) No fences may be erected upon the Condominium Property.

(16) Pets will be allowed within the Condominium Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) No animal weighing in excess of twenty (20) pounds may be brought or kept upon the Condominium Property.

(d) Each animal brought or kept upon the Condominium Property shall be at all times under the control of its Owner.

(e) Each Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Condominium Property.

(f) No animal shall be allowed to constitute a nuisance.

(17) In case of any emergency originating in, or threatening any Unit, the Board or any other person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have a master key to fit the door locks to all Units. If an Owner wants a second lock installed as additional security, said Owner shall deposit with the Board a duplicate key for the second lock.

(18) No one shall be permitted at any time on the roof of the Condominium Building.

(19) There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

(20) No waterbeds are to be brought into any Unit for any reason whatsoever.

(21) No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any balcony.

A copy of the above rules and regulations of the Association are attached as Exhibit "p-2" to this Prospectus.

D. Club Royale is located within a planned unit development known as Boca Del Mar and, accordingly, is subject to a Declaration of Restrictions which provides, among other things, that certain recreational facilities and parks in Boca Del Mar are for the use and enjoyment by the residents thereof and that such residents shall jointly share the costs of maintaining such recreational facilities and parks. The proportionate share of such costs attributable to Club Royale will be included in the Assessment charged to the Owners of Units in Club Royale. A copy of said Declaration of Restrictions is attached as Exhibit "p-6" to this Prospectus.

VII. UTILITIES.

The following utility and other services will be supplied to Club Royale:

- A. Water supply and sewage disposal: City of Boca Raton.
- B. Storm Drainage: On site water retention system.
- C. Telephone Service: Southern Bell Telephone and Telegraph Company
- D. Electrical Power: Florida Power & Light Company
- E. Cable Television Service: West Boca Cablevision, Incorporated.

VIII. APPORTIONMENT.

The responsibility for payment of common expenses and the shares of ownership in the common elements of Club Royale are

RECORD & RETURN TO:
HOLLAND & KNIGHT
P. O. BOX 14005
110 E. BROWARD BLVD., STE. 1600
FT. LAUDERDALE, FLA. 33302

CERTIFICATE

I, Jeffrey Miller, President of Club Royale Co. dominium 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 ~~strike-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~~-thirty-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~~-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~~-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~~-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

This has been prepared by:
John J. Smith
Holland & Knight
One of the Offices
110 E. Broward Blvd., Suite 1600
Ft. Lauderdale, FL 33302

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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

the Association shall take any action or pass any rule or regulation which shall, in the sole opinion of the Developer, hinder or interfere with such construction. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

1. Prohibiting or regulating the location of fences and other temporary structures erected by Developer, which structures are hereby expressly authorized.
2. Copying or regulating the location of access to the construction site.

Notwithstanding the foregoing, Developer agrees that, upon completion of such construction, it shall promptly repair any damage to the Common Elements which resulted from its construction activities. Further, the Developer shall utilize access other than the main entrance to the Condominium if the Developer determines that use of such alternate source is available and practicable. Should the Developer prevail in litigation to enforce any of its rights as set forth in this paragraph or elsewhere in this Declaration, the losing litigant shall pay all costs and legal expenses incurred by the Developer through and including all appellate litigation. The provisions of this paragraph as well as any others in this Declaration which grant rights in favor of the Developer shall not be amended without the prior written approval of the Developer.

I further certify that the foregoing action has not been modified or rescinded by the members of the Association, and is still in full force and effect as of this date.

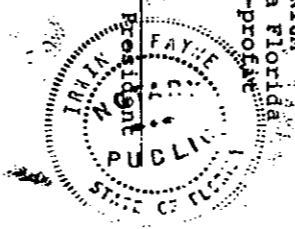
Dated this 29th day of November, 1984.

Signed, sealed and delivered
in the presence of:

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

Steve Flynn
Frank Rogers

By: *J. Miller*
Jeffrey Miller, President



STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing Certificate was acknowledged before me this 29th day of November, 1984, by Jeffrey Miller, President of Club Royale Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation.

JEFFREY MILLER, PRESIDENT
BY COMMISSIONER C.W. SMITH 29 1984
DOWNS TOWN GENERAL INC. 470

Notary Public
State of Florida at Large
(NOTARY SEAL)

(NOTARY SEAL)

(NOTARY SEAL)

(NOTARY SEAL)

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11/27/84

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

B4411 P0046

This instrument was prepared by: LF
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3141-Stirling Road - PO Box 9057
Fort Lauderdale, FL 33312-33310-9953

FEB-19-1998 8:52am 98-056277
ORB 10-235 Pg 1868
DOROTHY H. WILKEN, CLERK PG 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 Sciafani, President
c/o 6628 Boca Del Mar Drive
Boca Raton, FL 33433

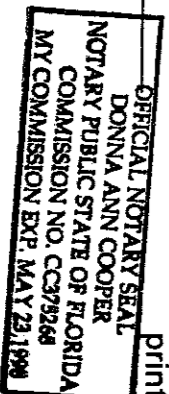
STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Personally Known OR
Produced Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature] print Donna Ann Cooper
My Commission expires: May 23, 1998



Type of Identification

#125596

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~~ (undirectors) ~~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.~~

* * * * *

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

CLUB ROYALE CONDOMINIUM ASSOCIATION INC.

BY: [Signature] President

Attest: [Signature] Secretary

[Signature]
Witness
HWN Marie STEPHANIK

(PRINT NAME)

Rae M. Bride
Witness
RAE M. BRIDE

(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 18 day of MARCH, 1993, by JOHN G. SCARFANO and ADUS A. MEROUSE, 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 2 DRIVERS LICENSES as identification and did take an oath.

[Signature] (Signature)

ADUS MARIE STEPHANIK (Print Name)
Notary Public, State of Florida at Large

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Oct. 14, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORD & RETURN TO:
HOLLAND & KNIGHT
P. O. BOX 14005
110 E. BROWARD BLVD., STE. 1600
FT. LAUDERDALE, FLA. 33302

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 ~~strikethrough~~ 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~~thirty 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~~ten 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~~ten 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~~ten two (2) days after its receipt of a request for approval of a lease, either enter into a lease ~~on~~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

This has been prepared by:

Jeffrey Miller

President

Club Royale Condominium

110 E. Broward Blvd., Suite 1600
Ft. Lauderdale, FL 33302

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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 completes 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

The Association shall take any action or pass any rule or regulation which shall, in the sole opinion of the Developer, hinder or interfere with such construction. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

1. Prohibiting or regulating the location of fences and other temporary structures erected by Developer, which structures are hereby expressly authorized.
2. Changing or regulating the location of access to the construction site.

Notwithstanding the foregoing, Developer agrees that, upon completion of such construction, it shall promptly repair any damage to the Common Elements which resulted from its construction activities. Further, the Developer shall utilize access other than the main entrance to the Condominium if the Developer determines that use of such alternate source is available and practicable. Should the Developer prevail in litigation to enforce any of its rights as set forth in this paragraph or elsewhere in this Declaration, the losing litigant shall pay all costs and legal expenses incurred by the Developer through and including all appellate litigation. The provisions of this Paragraph as well as any others in this Declaration which grant rights in favor of the Developer shall not be amended without the prior written approval of the Developer.

I further certify that the foregoing action has not been modified or rescinded by the members of the Association, and is still in full force and effect as of this date.

Dated this 29th day of November, 1984.

Signed, sealed and delivered
in the presence of:

CLUB ROYALE CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

Silva Flynn
Frank Ryder

By: *J. Miller*
Jeffrey Miller, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.



The foregoing Certificate was acknowledged before me this 29th day of November, 1984, by Jeffrey Miller, President of Club Royale Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation.

Notary Public State of Florida
My Commission Exp. Sep 27, 1984
Reneo Reneo Notary Public, Inc.

Notary Public
State of Florida at Largo

(NOTARY SEAL)



Commission expires:

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11/27/84

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

(19) There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

(20) No waterbeds are to be brought into any Unit for any reason whatsoever.

(21) No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any balcony.

A copy of the above rules and regulations of the Association are attached as Exhibit "P-2" to this Prospectus.

D. Club Royale is located within a planned unit development known as Boca Del Mar and, accordingly, is subject to a Declaration of Restrictions which provides, among other things, that certain recreational facilities and parks in Boca Del Mar are for the use and enjoyment by the residents thereof and that such residents shall jointly share the costs of maintaining such recreational facilities and parks. The proportionate share of such costs attributable to Club Royale will be included in the Assessment charged to the Owners of Units in Club Royale. A copy of said Declaration of Restrictions is attached as Exhibit "P-6" to this Prospectus.

VII. UTILITIES.

The following utility and other services will be supplied to Club Royale:

- A. Water supply and sewage disposal: City of Boca Raton.
- B. Storm Drainage: On site water retention system.
- C. Telephone Service: Southern Bell Telephone and Telegraph Company
- D. Electrical Power: Florida Power & Light Company
- E. Cable Television Service: West Boca Cablevision, Incorporated.

VIII. APPORTIONMENT.

The responsibility for payment of common expenses and the shares of ownership in the common elements of Club Royale are

apportioned among Individual Unit Owners in accordance with the relationship between the square footage contained within each Individual Unit and the total square footage of all Units in Club Royale.

IX. BUDGET.

An estimated operating budget for Club Royale and the Association and a schedule of Unit Owners' expenses are attached to this Prospectus as Exhibit "P-3".

X. CLOSING EXPENSES.

The following is a schedule of estimated closing expenses to be paid by a purchaser of an Individual Unit at Club Royale at or before closing:

A. Association assessment against the Unit for common expenses prorated from the date of closing to the first day of the next succeeding assessment period.

B. If a purchaser is utilizing mortgage financing in the acquisition of his Unit, he will be required by the mortgage lender to pay the closing costs of the mortgage loan to the mortgage lender. These costs are determined in the sole discretion of the mortgage lender and the Developer has no means of ascertaining their amount.

C. Attorney's fees for any attorney retained by the purchaser.

D. The cost of an owner's title insurance policy issued in accordance with the terms and conditions of the specimen purchase agreement attached to this Prospectus as Exhibit "P-4" subsequent to the recordation of the warranty deed conveying the subject Unit to the purchaser.

E. State documentary stamps in the approximate of Forty Cents (\$0.40) per One Hundred Dollars (\$100.00) or fractional part thereof of the purchase price to be affixed to the warranty deed.

F. The cost of recording the warranty deed which is Four Dollars (\$4.00) for the first page and Three Dollars (\$3.00) for each additional page.

G. Any utility connection fees paid by Seller in order to obtain electrical or other service to the Unit.

H. Real estate taxes and other expenses and revenues of said Property shall be prorated as of the closing date. The Seller shall be responsible for that portion of the taxes from January 1 of the year of closing through the day prior to the closing date. The Purchaser shall be responsible for that portion of the taxes from the closing date through December 31 of the year of closing. If the current year's assessment is not available, then the taxes will be prorated on the basis of the prior year's tax, provided, however, that the taxes shall be re prorated upon receipt of the tax bill for the year in which the closing takes place.

XI. DEVELOPER.

Club Royale is a development of Minto Builders (Florida), Inc., a Florida corporation.

The Chief Operating Officer of the Developer is Mr. Irving Greenberg. Mr. Greenberg has been active in the real estate development industry for the past 26 years and has been responsible for the development of more than twenty thousand (20,000) residences ranging from single-family homes to highrise apartments. More recently, Mr. Greenberg has developed Mirror Lakes which is a cluster housing project containing a total of two hundred thirty-eight (238) units, located in Boynton Beach, Florida, and The Township which is a planned unit development containing approximately eleven hundred (1,100) acres of land located in Coconut Creek, Florida. Of the residential and commercial structures that have been or will be constructed in The Township, Mr. Greenberg has constructed Pond Apple Place I and II, a Condominium, contain-

ing a total of one hundred twenty-eight (128) residential units, Sawgrass Village I containing a total of ninety-three (93) residential units and Golden Raintree I and II containing a total of one hundred fifty (150) residential units.

XII. PURCHASE AGREEMENT.

A specimen form of the agreement for the sale of a Unit in Club Royale is attached as Exhibit "P-4" to this Prospectus together with a copy of the agreement providing for the escrow of payments made to the Developer prior to closing.

XIII. CONTROL.

Please refer to Article II, Section 4, of the By-Laws of the Association which are attached as Exhibit "E" to the Declaration which is attached as Exhibit "P-1" to this Prospectus for provisions relating to the transfer of control of the Association to individual Unit Owners.

EXHIBIT "A"

PROPOSED AMENDMENT TO ARTICLE 20 OF
THE DECLARATION OF CONDOMINIUM OF
CLUB ROYALE, A CONDOMINIUM

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

20. SALE, RENTAL, LEASE OR TRANSFER.

* * *

F. Multiple occupants - Guests. A lessee may not have a guest occupying the unit when he is not in residence unless the guest is a member of his immediate family. No lease to multiple occupants, other than single families, will be approved. A single family is defined as one or more persons related by blood, marriage or adoption, or no more than two unrelated persons living together as a single housekeeping unit. Lessees will not be permitted to have more than two (2) unrelated guests. A permanent guest is defined as a person residing in a unit for more than thirty (30) days.

G. All applicants for purchase or lease shall submit an application for approval by the Board of Directors on forms to be provided by the Board. Together with the presentation of the fully-completed application package, and any other documentation which may be required by the Board of Directors, the applicant shall pay to the Association a transfer fee in the amount of \$100.00 per applicant, other than husband/wife, which are considered one applicant, or such other amount as provided in the Condominium Act, as amended from time to time. Approval shall not be given unless the transfer fee has been paid.

H. The Association shall require that a unit owner or prospective lessee place a security deposit in the highest amount permitted by law or some lesser amount as the Board may determine, from time to time, by a duly adopted Rule, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property. Payment of interest, claims against the deposit, refunds, and disputes under this provision shall be handled in the same fashion as provided in part II of Chapter 83 of the Florida Statutes, as same may be amended or renumbered from time to time.

I. No lease may be assigned or subleased. No buyer may lease the unit during the first full year of ownership starting from the date of taking title. The Association will disapprove all sales or leases to corporations or partnerships.

**PROPOSED 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). 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 of the 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. Thereafter, all Directors shall be elected for two (2) year terms. All Directors shall be members of the Association.~~