

DECLARATION OF CONDOMINIUM

OF

27555

CENTRE HILL COURTS CONDOMINIUM

MADE this 28th day of March, 1975, by DOUGLASS E. WENDEL, not individually but as Receiver, for himself, his successors, assignees and grantees, hereinafter referred to as the "Sponsor".

WHEREIN, the Sponsor makes the following declarations:

ARTICLE I PURPOSE

The purpose of this Declaration is to submit the lands described in this statement and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1974, as amended, hereinafter called the Condominium Act.

A. Name and Address. The name by which this condominium is to be identified is CENTRE HILL COURTS CONDOMINIUM, located in Boca Raton, Palm Beach County, Florida.

B. The Land. The lands which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 40 South, Range 43 East as recorded in Plat Book 28, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.28 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.24 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

AND

Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E., a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

Subject to reservations, restrictions and easements of record including but not limited to those referred to in instruments recorded in Deed Book 896, page 455, Official Record Book 1050, page 164, and Official Record Book 1668, page 1621, of the Public Records of Palm Beach County, Florida.

ARTICLE II DEFINITIONS

The terms used in this Declaration and its exhibits

This instrument was prepared by

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Alley, Miami, Rogers, Lindsey & Chauncey

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Palm Beach, Florida 33480

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shall have the meanings stated in the Condominium Act (Section 711.03 Florida Statutes 1974, as amended) and as follows, unless the context otherwise requires:

A. Apartment - means unit as defined by the Condominium Act.

B. Apartment Owner - means unit owner as defined by the Condominium Act.

C. Association - means CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC., and its successors.

D. Common Elements - shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as those items stated in the Condominium Act.

E. Common Expenses - include:

1. Expenses of administration;
2. Expenses of maintenance, operation, repair of the common elements, and of the portions of apartments to be maintained by the Association;
3. Expenses declared common expenses by provisions of this Declaration or the Bylaws, including but not limited to losses from revenue producing operations;
4. Any valid charge against the condominium property as a whole.

F. Condominium - means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

G. Singular-Plural, Gender - whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

H. Sponsor - shall have the same meaning as Developer in the Condominium Act and is DOUGLASS E. WENDEL, not individually but as court-appointed receiver in the case of Ivan Allen, et al, as Trustees of Citizens and Southern Realty Investors vs. Centre Hill Inc, et al, case no. 74-380 CA (11) - Sholts, in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

I. Utilities and Services - as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, cold and hot water, heating, refrigeration, air conditioning and garbage and sewage disposal.

ARTICLE III

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey and Plans. A survey of the land and a graphic description of the improvements in which units are located and a plat plan thereof which together with this Declaration are in sufficient detail to identify the common elements and each apartment and their relative location and approximate dimensions is

attached hereto as Exhibit A, pages 1 through 10. The certificate of John A. Grant, Jr., a Florida Registered Engineer, that the construction of the improvements is sufficiently complete so that the common elements and apartments can be identified and located is included in Exhibit A.

B. Amendment of Plans.

1. Alteration of Apartment Plans - Sponsor retains the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as the Sponsor controls the units so altered. No such change shall increase the number of apartments or alter the boundaries of the common elements without amendment to this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If the Sponsor shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Sponsor shall apportion between the units shares in common elements appurtenant to the units concerned.

2. Amendment of Declaration - An amendment of this Declaration reflecting such authorized alteration of apartment plans by Sponsor need be signed and acknowledged only by the Sponsor and need not be approved by the Association, apartment owners, lienors or mortgagees of apartments, or the condominium, whether or not elsewhere required for an amendment.

C. Improvements - General Description

1. Buildings. The Condominium includes 92 apartments in 2 separate two-story buildings.

2. Other improvements. The condominium includes an automobile parking area, driveways, landscaping and other facilities located substantially as shown upon said survey and plans and which are part of the common elements.

D. Apartment Boundaries. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of a building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

1. Upper and lower boundaries. The upper and lower boundaries of the apartments shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab;

(b) Lower boundary - the horizontal plane of the upper surfaces of the floor slab.

2. Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior building walls - the intersecting vertical plans adjacent to and which include the interior of the outside walls of an apartment

building bounding an apartment and the fixtures thereon, and when there is attached to a building a balcony, porch, terrace, patio, stairway or other portion of a building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of first floor apartments, such boundaries shall include the patios serving such apartments.

(b) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When the walls between the apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

E. Common Elements. The common elements include the land and all parts of the condominium not within the apartments.

ARTICLE IV

APARTMENT BUILDINGS

A. There are a total of 92 apartments divided into 2 buildings. The buildings are called Buildings 1 and 2. Each building is composed of 24 two-bedroom, two-bath apartments and 22 one-bedroom, one-bath apartments.

See attached drawings (Exhibit A, pages 1 through 10) for detailed information of the apartment dimensions.

B. Appurtenances to Apartments. The owner of each apartment shall own a share and a certain interest in the condominium property, which share and interest appear appurtenant to his apartment, including but not limited to the following items which are appurtenant to the several apartments as indicated:

1. Common elements and common surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each apartment, is as follows:

CENTRE HILL COURTS CONDOMINIUM

<u>Apartment</u>	<u>Bedrooms/Baths</u>	<u>Undivided Shares (%)</u>
101, 102, 107, 113,	2/2	.012
120, 121, 201, 202,		
207, 213, 220, 221,		
301, 302, 307, 313,		
320, 321, 401, 402,		
407, 413, 420, 421		

103, 106, 108, 112, 114, 119, 203, 206, 208, 212, 214, 219, 303, 306, 308, 312, 314, 319, 403, 406, 408, 412, 414, 419	1/1	.008
104, 105, 116, 117, 204, 205, 210, 211, 216, 217, 222, 223, 304, 305, 316, 317, 404, 405, 410, 411, 416, 417, 422, 423,	2/2	.013
109, 115, 118, 209, 215, 218, 224, 309, 315, 322, 409, 415, 418, 424	1/1	.011
110, 111, 122, 310, 311, 318	1/1	.009
92 Apartments		100%

C. Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such being the same as the undivided share of the common elements, which is appurtenant to his apartment.

ARTICLE V MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

A. Apartments.

1. The Association shall, at its own cost and expense, repair, replace and maintain:

(a) All common elements including, for illustrative purposes only, but not limited to, exterior painting, pool, and other recreational area maintenance, carpet, decorative wallpaper and paint, planting, sod, sprinklers, and light fixtures.

(b) All mechanical equipment contributing to the support of an apartment building structure, and those engineered for common use, excluding that equipment contained in an apartment, and excluding air conditioning units on the roof engineered for individual apartment use.

2. The Association shall pay for:

(a) Utility service charges and advance deposits for common elements of this Association, which shall include, for illustrative purposes only, but are not limited to, water, gas, and electric for common elements.

(b) All wages of the Association's employees.

(c) Such taxes as social security taxes, employers taxes and sales tax.

(d) Insurance in accordance with Declaration.

(e) All other expenses necessary to manage and operate the common elements of the Condominium Association.

3. The apartment owners, at their own cost and expense, shall pay for, repair, replace or maintain:

(a) All assessments and special assessments made by CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC.

(b) All real property taxes, personal property taxes, and any special assessments made by Palm Beach County and/or any other governmental authority.

(c) All equipment and improvements within the boundary of the apartment, including, for illustrative purposes only, but not limited to, plumbing fixtures, electrical plugs and switches, air conditioning equipment, including such equipment that may be located in or on common elements, on the roof or elsewhere, which services only one given apartment, the interior portion of the windows, interior and exterior of glass sliding doors, and entrance doors, kitchen appliances, paint or decorative material on the walls, hardware, and all interior partitions.

(d) Insurance costs for personal property owned, and liability for each respective apartment.

(e) Cable television charges as desired by each owner, and all other utilities charges applicable to only the owner's apartment.

4. The apartment owners agree:

(a) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(b) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) To maintain, repair, replace at the expense of the apartment owner any and all air conditioning units and/or equipment located within or appurtenant to his apartment.

5. Alteration and improvements. Except as elsewhere reserved to Sponsor, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work:

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and improvement. After the completion

of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than eighty-five (85%) percent of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. In the event that such alteration and improvement is exclusively or substantially exclusively for the benefit of the apartment owner or owners requesting same, then in such event the requesting apartment owner or owners shall be assessed therefor in such proportions as they approve jointly, and failing such approval in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

ARTICLE VI

ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. An apartment owner shall be liable for a share of the common expenses no matter how title is acquired, provided, however, if a mortgagee, or another acquires title by foreclosure or deed-in-lieu-of-foreclosure such person shall not be liable for the share of common expenses or assessments chargeable to the former apartment owner that became due prior to such acquisition of title.

B. Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

C. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien all as provided in §711.15, Florida Statutes, 1974, as amended.

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

E. Common Expenses of Sponsor. The Sponsor shall be excused from the payment of the share of common expenses and

assessments against any apartment held for sale until the first day of the fourth calendar month following the month in which the Declaration is recorded, or the first day of the third calendar month after the month in which there is a closing of the sale of any condominium unit with an apartment owner other than a substitute or nominee of the Sponsor, which ever shall be the later date.

ARTICLE VII

ASSOCIATION

The operation of the condominium shall be by CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. The Articles of Incorporation of the Association are attached hereto as Exhibit B.

B. Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached hereto as Exhibit C.

C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

D. Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

E. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

F. Voting Rights of Owners. The record owner of title of each apartment unit shall be entitled to one (1) vote. If the apartment unit is owned by more than one person, or by a corporation, the person exercising the vote shall be designated in the Bylaws.

ARTICLE VIII

INSURANCE

The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

A. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association for the benefit of the beneficial apartment owners, and all policies and their endorsements shall be deposited with the Association. Apartment owners may obtain coverage at their own expense upon their personal property

and for their personal liability and living expense.

B. Coverage.

1. Casualty. All buildings and improvements upon the land 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 value, all as determined annually by the Board of Directors of the Association. 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 be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the apartment owners as a group an apartment owner.

3. Workmen's Compensation policy to meet the requirements of law.

4. Such other insurance as the Board of Directors of the of the Association shall determine from time to time to be desirable.

C. Premium. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

D. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The Association shall hold the proceeds for the benefit of the Association and the apartment owners and their mortgagees in the following shares:

1. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(b) When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

3. Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall

be held for the mortgagee and the apartment owner as their interests may appear.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of trust - all expenses of the insurance trustee, if any, shall be paid first.

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 of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment 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 proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

4. Certification. In making distribution to apartment owners and their mortgagees, the insurance trustee or Association may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of distribution.

F. Association as Agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE IX

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not 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. Apartment buildings.

(a) Lesser damage. If the damaged improvement is an apartment building or buildings, and if apartments to which less than fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed 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 an apartment building or buildings, and if apartments to which fifty (50%) percent or more of the common elements are appurtenant

are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of eighty-five (85%) percent of the common elements agree in writing to such reconstruction or repair.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment buildings, by the owners of not less than eighty-five (85%) percent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of any apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

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 and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessment against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such 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 proceeds of insurance held by the Association and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

1. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than FIVE THOUSAND (\$5,000.00) DOLLARS, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee that 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 provided for the reconstruction and repair of major damage.

2. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than FIVE THOUSAND (\$5,000.00) DOLLARS, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise

the work.

3. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Association to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

4. Surplus. It shall be presumed that the first moneys 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 the 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 that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

ARTICLE X USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

A. Apartments. Each of the apartments shall be occupied only as a residence and for no other purpose. Except as reserved to Sponsor, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

C. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to the residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

E. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

F. Proviso. Provided, however, that until Sponsor has completed all of the contemplated improvements and closed the sales of all of

the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Sponsor may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

ARTICLE XI

COMPLIANCE AND DEFAULT

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

B. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws or the Regulations adopted pursuant to them, and the documents and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

C. No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XII

AMENDMENTS

Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

A. This Declaration of Condominium may be amended by the affirmative vote of two-thirds (2/3) of the apartment owners of this condominium at a meeting duly called for such purpose. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Apartment owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the secretary of the Association at or prior to the meeting.

B. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner

of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

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

ARTICLE XIII TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. If it is determined in the manner elsewhere provided that an apartment building or buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than eighty-five (85%) percent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price of each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10)

days following the determination of the sale price.

C. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

D. Shares of Owners after Termination. After termination of the condominium, the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

E. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

ARTICLE XIV

SEVERABILITY AND CONCLUSION

The invalidly in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration the day and year first above written.

Witnesses:

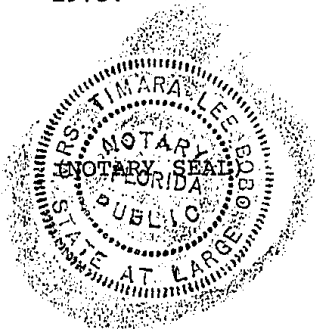
Douglas E. Wendel
DOUGLASS E. WENDEL, not individually
but as Receiver.

STATE OF FLORIDA

COUNTY OF

) ss.
)

The foregoing Declaration of Condominium was acknowledged before me by DOUGLASS E. WENDEL not individually but as Receiver for Centre Hill Courts Condominium this 28th day of March, 1975.



Mrs. Timara Lee Bono
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1978
Bonded by American Fire & Casualty Co.

CONSENT AND JOINDER OF OWNER

CENTRE HILL, INC., a Florida corporation, hereinafter called "Owner", the owner and record title holder of the following lands in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 47 South, Range 43 East as recorded in Plat Book 28, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.20 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.24 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

AND

Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E., a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

whose interest is evidenced by instrument dated July 21, 1972, and is recorded in Official Record Book 2052, Page 467 of the Public Records of Palm Beach County, Florida, consents to and joins in the making of the foregoing Declaration of Condominium of Centre Hill Courts Condominium, and the Owner agrees that its ownership interest shall be upon the condominium units as created thereby and described therein.

CENTRE HILL, INC.

Signed, sealed and
delivered in the
presence of:

By

John R. Macari Pres

Edna R. Bull

Edna R. Bull



This instrument was prepared by,

Paul B. Erickson, Esq.
Alley, Marcus, Rogers, Lindsey & Chauncey
321 Royal Poinciana Plaza
P. O. Box 431
Palm Beach, Florida 33480

STATE OF FLORIDA

)
) SS.
)

COUNTY OF

The foregoing Consent and Joinder of Owner was acknowledged
before me by John R. Macari as
President of Centre Hill, Inc., this 10th day of
March, 1975.

Edna L. Bain
Notary Public

(NOTARY SEAL)

My Commission Expires:

My Commission Expires April 29, 1978



CONSENT OF MORTGAGEE

CITIZENS AND SOUTHERN REALTY INVESTORS, a Maryland Real Estate Investment Trust, hereinafter called "Mortgagee", the owner and holder of a mortgagee upon the following lands in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 47 South, Range 43 East as recorded in Plat Book 28, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.20 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.24 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

AND

Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E. a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

which said mortgage is dated October 10, 1972, and is recorded in Official Record Book 2068, Page 884 of the Public Records of Palm Beach County, Florida, consents to the making of the foregoing Declaration of Condominium of Centre Hill Courts Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the condominium units as created thereby and described therein.

CITIZENS AND SOUTHERN REAL ESTATE
TRUST

Signed, sealed and
delivered in the
presence of:

By 
Trustee

R. L. Johnston

Nancy A. Lemberg

STATE OF

Georgia

)
) SS.

COUNTY OF

Fulton

The foregoing Consent of Mortgagee was acknowledged before me

by Richard W. Carpenter as Trustee for Citizens and
Southern Real Estate this 26 day of March 1975.

Carla C. Brumbeak
Notary Public

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires July 15, 1978

(NOTARY SEAL)

This is not a certified copy

100

CONSENT OF MORTGAGEE

MARDECO, INC., an Illinois corporation authorized to do business in Florida, hereinafter called "Mortgagee", the owner and holder of a mortgage upon the following lands in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 47 South, Range 43 East as recorded in Plat Book 28, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.20 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.24 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

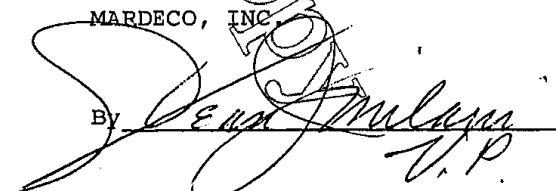
AND

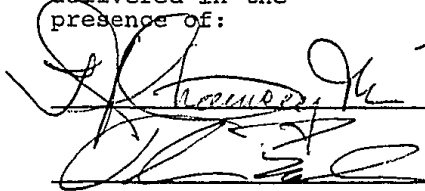
Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E., a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

which said mortgage is dated August 4, 1972, and is recorded in Official Record Book 2052, Page 470 of the Public Records of Palm Beach County, Florida, consents to the making of the foregoing Declaration of Condominium of Centre Hill Courts Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the condominium units as created thereby and described therein.

MARDECO, INC.

Signed, sealed and
delivered in the
presence of:

By 



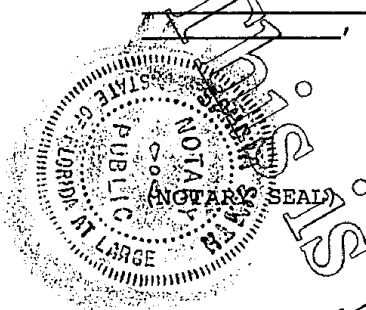
This instrument was prepared by
Paul B. Erickson, Esq.
Alley, Mann, Rogers, Lindsay & Chauncey
321 Royal Poinciana Plaza
P. O. Box 431
Palm Beach, Florida 33480

STATE OF FLORIDA

)
) SS.
)

COUNTY OF PALM BEACH

The foregoing Consent of Mortgagee was acknowledged before me
by DEAN J. MILANI as VICE-PRESIDENT
of MARDECO, INC., this 10th day of March, 1975.



Sandra Smith
Notary Public

My Commission Expires: 6-21-75

100-443881-1

The contents of the foregoing document, distributed by the author, are complete in that they are intended to be the only and final statement of the author's position on the subject of the distribution of land ownership in the United States. The author is not responsible for the contents of any other document, and does not intend to be held responsible for the contents of any other document, and does not intend to be held responsible for the contents of any other document.

CERTIFICATION

[illegible]

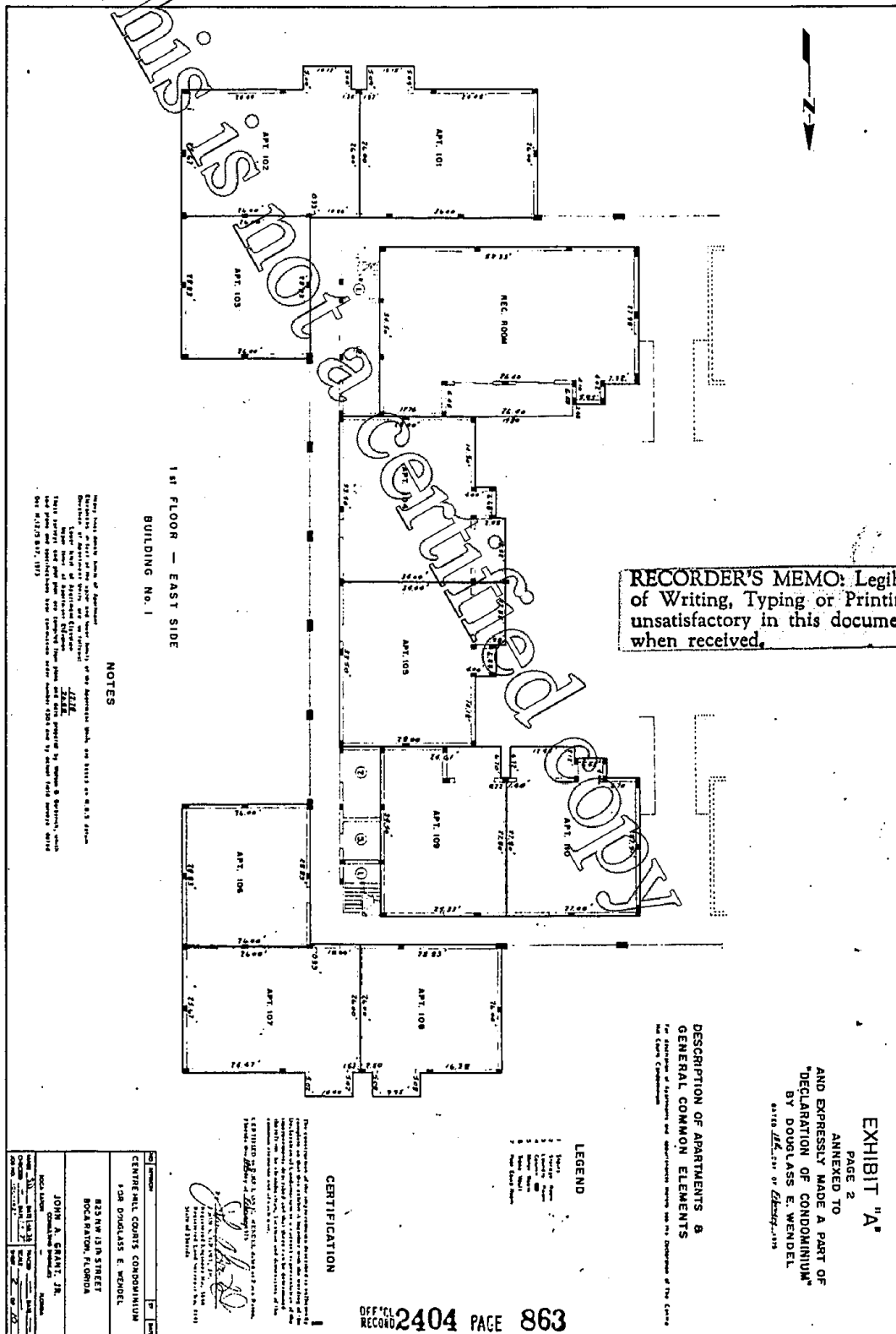
LEGAL DESCRIPTION

DESCRIPTION OF APARTMENTS &
GENERAL COMMON ELEMENTS

EXHIBIT "A"
PAGE 1
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOUGLASS E. WENDEL
att: 65-200 of 6/27/77-1000

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

This is not a Certified Copy



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

EXHIBIT "A"
PAGE 2
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOUGLASS E. WENDEL
DATE 11/15/77 OF 11/15/77

DESCRIPTION OF APARTMENTS &
GENERAL COMMON ELEMENTS
For description of apartments and general common elements, see the Declaration of the Condominium and Condominium Plan.

LEGEND
1. Apartment Unit
2. Common Element
3. Common Area
4. Common Element
5. Common Area
6. Common Element
7. Common Area
8. Common Element
9. Common Area
10. Common Element

CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Department of Banking and Finance, State of Florida, at the time of recording.

NOTES

1. This floor plan is a copy of the original as the same appears in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
2. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
3. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
4. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
5. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
6. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
7. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
8. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
9. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.
10. The original floor plan is on file in the records of the Department of Banking and Finance, State of Florida, at the time of recording.

101	102	103	104	105	106	107	108
CENTRE HILL CONDOMINIUM							
108 DOUGLASS E. WENDEL							
831 NW 17th STREET							
BOCA RATON, FLORIDA							
JOHN A. GALT, JR.							
Surveyor							
Date: 11/15/77							
Signature: [Signature]							
Notary Public for the State of Florida							

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

This is not a certified copy

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

NOTES

NOTE: This drawing is a reproduction of the original drawing of the building and is not a certified copy. The original drawing is on file in the Recorder's Office. The drawing is a reproduction of the original drawing and is not a certified copy. The drawing is a reproduction of the original drawing and is not a certified copy.

EXHIBIT "A"

PAGE 5
ANNEXED TO
DECLARATION OF CONDOMINIUM
BY DOUGLASS E. WENDEL
DATE: 10/1/77

DESCRIPTION OF APARTMENTS, B
GENERAL COMMON ELEMENTS

LEGEND

- 1. Apartment Unit
- 2. Common Element
- 3. Common Element
- 4. Common Element

CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original drawing of the building and is not a certified copy.

JOHN A. GRANT, JR.
Surveyor
1000 N. ...
...
...

2nd FLOOR - WEST SIDE
BUILDING No. 1

NO.	SECTION	DATE
1	CENTREHILL COURTS CONDOMINIUM	
2	FOR DOUGLASS E. WENDEL	
3	823 NW 13th STREET	
4	BOCA RATON, FLORIDA	
5	JOHN A. GRANT, JR.	
6	Surveyor	
7	1000 N. ...	
8	...	
9	...	
10	...	

THIS

**DESCRIPTION OF APARTMENTS &
GENERAL COMMON ELEMENTS**

EXHIBIT "A"
PAGE 7
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOUGLASS E. WENDEL
DATED 06/26/00 and *Enclosed*, 1995

LEGEND

1. **Subject:** _____
2. **Topic:** _____
3. **Author:** _____
4. **Editor:** _____
5. **Reviewer:** _____
6. **Editor:** _____
7. **Editor:** _____

CERTIFICATION

OFFICIAL RECORD 2404 PAGE 868

1st FLOOR - EAST SIDE

NOTES

[illegible][illegible]

This is not a certified copy

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

NOTES

Reference is made to the Declaration of Condominium for the West Side Building No. 2, located at 829 West 13th Street, Boca Raton, Florida, recorded in Public Record No. 2404, Page 869, dated 1/11/78.

EXHIBIT "A"

PAGE 8
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOUGLASS E. WENDEL
DATE: 1/11/78 BY: [Signature]

DESCRIPTION OF APARTMENTS &
GENERAL COMMON ELEMENTS

LEGEND

Apartment
Common Element
Staircase
Elevator
Entrance

CERTIFICATION

The Declaration of Condominium for the West Side Building No. 2, located at 829 West 13th Street, Boca Raton, Florida, recorded in Public Record No. 2404, Page 869, dated 1/11/78, is hereby certified to be a true and correct copy of the original Declaration of Condominium as recorded in the Public Records of the State of Florida.

JOHN A. GRANT, JR.
COUNTY CLERK
BOCA RATON, FLORIDA

APARTMENT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
APARTMENT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

**DESCRIPTION OF APARTMENTS &
GENERAL COMMON ELEMENTS**

For description of Apartments, see Apartments by Numbers and for
General Common Elements see

EXHIBIT "A"
PAGE 9
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOUGLASS E. WENDEL
DATE 10/6/01 BY 10/6/01-10/6/01

LEGEND

1. **Section 1**
 2. **Section 2**
 3. **Section 3**
 4. **Section 4**
 5. **Section 5**
 6. **Section 6**
 7. **Section 7**
 8. **Section 8**
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 91. **Section 91**
 92. **Section 92**
 93. **Section 93**
 94. **Section 94**
 95. **Section 95**
 96. **Section 96**
 97. **Section 97**
 98. **Section 98**
 99. **Section 99**
 100. **Section 100**

CERTIFICATION

[illegible]

Registered Executive No. 1400
Registered Lead Worker No. 1101
Team of Five

NO	SECTION	FT	SQFT
CENTRE HILL COURTS CONDOMINIUM			

825 NW 13th STREET
BOCA RATON, FLORIDA

JOHN A. GRANT, JR.	
COWAL TWO PREPARED	
ROCK WATER	ROCK
MADE BY	MADE BY
ORDER NO. 7	ORDER NO. 7
AD NO. 102142	AD NO. 102142

2nd FLOOR -- EAST SIDE

NOTES

Energy levels, ground state, and dipole moment of the molecule were calculated by the method of Pritchard and Segner.¹ The dipole moment was calculated by the method of Pritchard and Segner.¹ The dipole moment was calculated by the method of Pritchard and Segner.¹

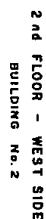
[illegible]

EXHIBIT "A"

AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY DOUGLASS E. WENDEL
LAWYER *Feb. 1993*

and that I had not been informed and did not know anything of the "action" taken by the "action committee".

1. **Section:** _____
2. **Page:** _____
3. **Author:** _____
4. **Title:** _____
5. **Subject:** _____
6. **Keywords:** _____
7. **Abstract:** _____

[illegible]

By [Signature]
John A. G. O'Neil, Jr.
Registered Engineer No. 6680
Region III, License No. 11
State of Florida

[illegible]

STATE OF FLORIDA

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

CNETRE HILL COURTS CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 12th day of February A.D., 1975
as shown by the records of this office



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
20th day of February

A.D., 19 75

Bruce A. Smathers

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, in accordance with the provisions of §617.013, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation.

I

COURTS

The name of the corporation is CENTRE HILL/CONDOMINIUM ASSOCIATION, INC.

II

The purpose for which the corporation is organized as a non-profit corporation in accordance with the provisions of Chapter 617, Part I, Florida Statutes, is to operate a condominium known as CENTRE HILL COURTS CONDOMINIUM upon real property lying and being in Palm Beach County, Florida, and being more particularly described in the Declaration of Condominium thereof.

III

The members of CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC., shall be the record title holders to condominium units in the CENTRE HILL COURTS CONDOMINIUM, more particularly described in the Declaration of Condominium thereof, and all such record holders of title shall automatically be and become a member of this corporation. A member will be entitled to one vote for each condominium parcel owned by him, however, only one vote may be cast by the record title holders of any one condominium unit if there is more than one record title holder for any individual condominium unit. Voting may be in person or by written proxy and a corporation may hold membership and may vote through an authorized officer or by written proxy.

IV

The term for which the corporation is to exist is perpetual unless the condominium is terminated pursuant to the terms of the Declaration of Condominium or any applicable provision of the Florida Statutes.

V

The name and residences of the subscribers of these Articles are:

DOUGLASS E. WENDEL
143 Reef Road
Palm Beach, Florida 33480

HARRISON K. CHAUNCEY, JR.
275 Monterey Road
Palm Beach, Florida 33480

PAUL B. ERICKSON
253 Murray Road
West Palm Beach, Florida 33403

FILED
Feb 12 2 25 PM 1975
SECRETARY OF STATE
MIAMI, FLORIDA

VI

The affairs of the corporation are to be managed by a President, a Vice President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for from time to time. All officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of officers or until their successors are elected and qualify.

VII

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation and Bylaws are:

DOUGLASS E. WENDEL	President/Treasurer
HARRISON K. CHAUNCEY, JR.	Vice President/Secretary

The foregoing shall hold office until the first meeting of the elected Board of Directors in 1976, unless pursuant to Paragraphs 4 and 6 of the Bylaws the members are authorized to hold an earlier annual meeting. Commencing with the first meeting of the elected Board of Directors in 1976, or earlier, such officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. In the event of a vacancy in any office prior to the first meeting of the Board of Directors, such vacancy shall be filled by a majority, even though less than a quorum of the Board of Directors.

VIII

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons. The initial Board of Directors shall consist of three members but may be increased to a maximum of five (5) members in the manner provided herein. The names and addresses of the persons who are to serve as the Directors until the first election are:

DOUGLASS E. WENDEL
143 Reef Road
Palm Beach, Florida 33480

HARRISON K. CHAUNCEY, JR.
275 Monterey Road
Palm Beach, Florida 33480

PAUL B. ERICKSON
253 Murray Road
West Palm Beach, Florida 33403

Provided, however, that by a majority vote thereof, the number of members of the initial Board of Directors may be increased to a maximum of five (5). The above named Directors shall hold office until the sale of fifteen (15%) percent of the units by the Developer as named in the Declaration of Condominium. Thereafter, the Board of Directors shall be elected as provided herein and in the Bylaws.

When unit owners other than the Sponsor own fifteen percent (15%) or more of the units that will be operated ultimately by an association, the unit owners other than the Sponsor shall be entitled to elect one third (1/3) of the members of the Board of Directors of the association. Unit owners other than the Sponsor shall be entitled to elect a majority of the members of the Board of Directors of an association three (3) years after sales by the

Sponsor have been closed of seventy-five percent (75%) of the units that will be operated ultimately by the association, or three (3) months after sales have been closed by the Sponsor of ninety percent (90%) of the units that will be operated ultimately by the association, or when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and none of the others are being offered for sale by the Sponsor in the ordinary course of business, whichever shall first occur. The Sponsor shall be entitled to elect not less than one (1) member of the Board of Directors of an association as long as the Sponsor holds for sale in the ordinary course of business any units in a condominium operated by the association.

Within sixty (60) days after unit owners other than the Sponsor are entitled to elect a member or members of the Board of Directors of the association, 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 the notice given by any unit owner if the association fails to do so.

The unit owners other than the Sponsor shall be entitled to elect members of the Board only as provided herein.

IX

The initial Bylaws of the corporation will be annexed to the Declaration of Condominium provided for in Article II hereof. The Bylaws of said corporation may be amended, altered, rescinded, or added to by resolution adopted by a two-thirds (2/3) vote of the Board of Directors of this corporation at any duly called meeting of said board and accepted by a two-thirds (2/3) vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to the Bylaws unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation or any member of the board of this corporation may propose an amendment to these Bylaws to the Board or the membership, as the case may be. Provided further that as long as the initial Board of Directors holds office, or until the Developer conveys title to the purchaser of the last condominium unit sold, whichever occurs first, any changes in the Bylaws may be made by a two-thirds (2/3) vote of the Board of Directors of the corporation.

X

The Articles of Incorporation may be amended, altered, rescinded, or added to by resolution adopted by a two-thirds (2/3) vote of the Board of Directors of this corporation at any duly called meeting of said board and accepted by a two-thirds (2/3) vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Articles of Incorporation unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least fourteen (14) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation or any member of the board of this corporation may propose an amendment to the Articles of Incorporation to the Board or the membership, as the case may be. Provided further that as long as the initial Board of Directors holds office, any changes in the Articles of Incorporation may be made by a two-thirds (2/3) vote of the Board of Directors of the corpora-

tion.

XI

Members of the initial Board of Directors need not be members of this corporation. Thereafter, members of the Board of Directors need not be members of this corporation if they are nominees of a corporate member. Otherwise, each member of the Board of Directors must be a member of the corporation. If a condominium parcel is owned by more than one person, the membership relating thereto shall nevertheless have only one vote which shall be exercised in the manner provided for in the Bylaws.

XII

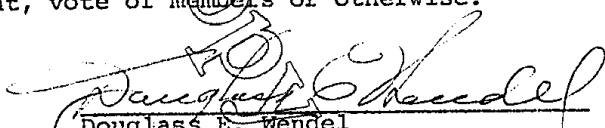
This corporation shall never have or issue shares of stock, not will it ever have nor provide for non-voting membership.

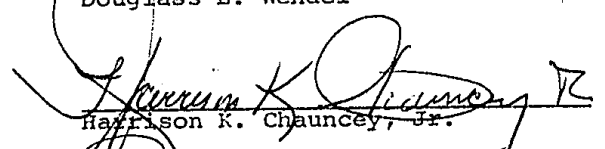
XIII

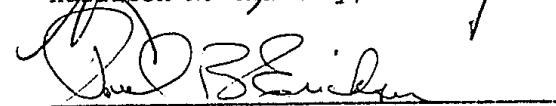
The corporation shall have all the powers set forth and described in Chapter 617, Part I, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the aforesaid Declaration of Condominium, these Articles of Incorporation, all lawful Bylaws of the corporation and Chapter 711, Florida Statutes.

XIV

The corporation shall indemnify any and all persons who may serve or who have served at any time as Directors or officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them or any of them, by reason of having been directors or officers or a director or officer of the corporation, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, Bylaw, agreement, vote of members or otherwise.


Douglass E. Wendel


Harrison K. Chauncey, Jr.

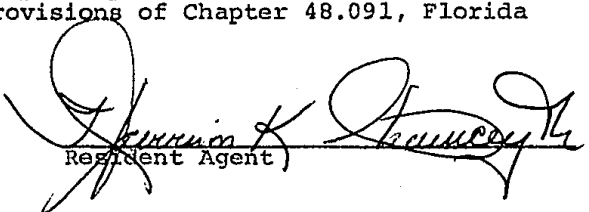

Paul B. Erickson

Designation of Resident Agent

The initial resident agent of this corporation shall be Harrison K. Chauncey, Jr., whose business address is 321 Royal Poinciana Plaza, Palm Beach, Florida 33480.

Acceptance

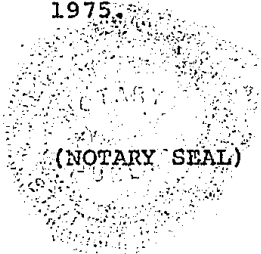
Having been named to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091, Florida Statutes.

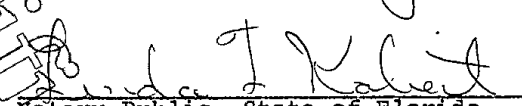

Resident Agent

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

BEFORE ME, the undersigned authority, this day personally appeared DOUGLASS E. WENSEL, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 11th day of February, 1975.


(NOTARY SEAL)


Notary Public, State of Florida

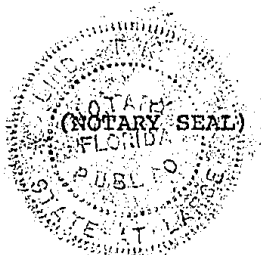
My Commission Expires:

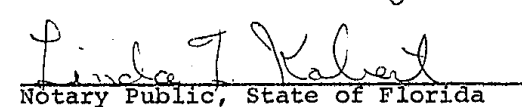
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

Notary Public, State of Florida at Large
My Commission Expires Dec. 3, 1975
Bonded by American Fire & Casualty Co.

BEFORE ME, the undersigned authority, this day personally appeared HARRISON K. CHAUNCEY, JR., who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 11th day of February, 1975.


(NOTARY SEAL)


Notary Public, State of Florida

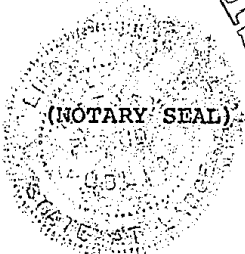
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 3, 1975
Bonded by American Fire & Casualty Co.

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

BEFORE ME, the undersigned authority, this day personally appeared PAUL B. ERICKSON, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 11th day of February, 1974.



Linda T. K. K.
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 3, 1976
Bonded by American Fire & Casualty Co.

FILED
FEB 12 2 25 PM 1975
SECRETARY OF STATE
MIAMI FLORIDA

BYLAWS OF
CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC.
A NON-PROFIT CORPORATION

Offices

1. The principal office of the corporation shall be in Boca Raton, Palm Beach County, Florida, or such other place in Palm Beach County, Florida, as the Board of Directors shall determine.

2. For the purpose of service of process the corporation shall designate a resident agent, which designation may be changed from time to time, and his office shall be deemed an office of the corporation for the purpose of service of process.

Members' Meetings

3. All meetings shall be held at the office of the corporation, or may be held at such place and time as shall be stated in a notice thereof.

4. An annual meeting of members, commencing with the year 1976 (or earlier as hereinafter provided), shall be held on the 15th day of March in each year if not a legal holiday, then on the next secular day following, at 8:00 o'clock P.M., at which the members shall elect, by a plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

5. Written notice of the annual meeting shall be served upon or mailed by regular mail (without certification) to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting and by the posting in a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days prior to the meeting.

6. At least fourteen (14) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by apartment units with the residence of each, shall be prepared by the secretary. Such list shall be opened at the place where the election is to be held for said fourteen (14) days to the examination of any member, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any member who may be present. Within sixty (60) days after unit owner other than the sponsor are entitled to elect a member or members of the Board of Directors, the Board shall call and give notice of the first annual meeting even if such shall be earlier than that provided for in Paragraph 4 hereof.

7. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of four (4) members. Such request shall state the purpose or purposes of the proposed meeting.

8. Written notice of a special meeting of members, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least ten (10) days before such meeting.

9. Business transacted at all special meetings shall be

confined to the objects and actions to be taken as stated in the notice.

10. Fifty (50%) percent of the total number of members of the corporation, present in person or represented by valid proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by statute, by the Articles of Incorporation. 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 proxy, shall have 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.

11. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Statutes, or of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

12. At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member, provided, however, that no one person shall be designated to hold more than five (5) proxies.

13. Whenever the vote of members at a meeting is required or permitted by any provisions of statutes or of the Articles of Incorporation or of these Bylaws to be taken in connection with any corporation action, the meeting and the vote of members may be dispensed with, if all the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporation action being taken.

Directors

14. The number of directors which shall constitute the whole board shall be not less than three (3) nor more than five (5). The initial Board of Directors and the manner of filling vacancies of the initial Board of Directors shall be as set forth in Article VIII of the Articles of Incorporation of the corporation and they shall serve as provided for therein until the first annual meeting of the members or until their respective successors are chosen and shall qualify. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve until the next annual meeting of the members and/or until his successor shall be elected and shall qualify. Directors must be members or nominees of corporate members, except as otherwise provided for in the Articles of Incorporation.

15. The directors may hold their meetings and keep the books of the corporation at the office of the corporation in Boca Raton, Florida, or at such other place within Palm Beach County, Florida as they may from time to time determine.

16. If the office of one or more 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, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. Vacancies in the initial Board of Directors shall be filled as provided for in the Articles of Incorporation.

17. Directors other than the initial members of the Board may be removed for cause by an affirmative vote of a majority of the members.

18. The property and business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws or by the foregoing Declaration of Condominium directed or required to be exercised or done by the members.

19. The salaries of all employees and agents of the corporation shall be fixed by the Board of Directors, excepting that the salaries for directors for services other than as such shall be fixed by the members, as provided in succeeding paragraph 22.

Executive Committee

20. The Board of Directors may, by resolution passed by a majority of the whole board, designate an executive committee to consist of one or more of the directors of the corporation, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it, provided the said resolution shall so provide.

21. The executive committee shall keep regular minutes of its proceedings and report the same to the board when required.

Compensation of Directors

22. Directors, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. The salaries for directors for services other than as such shall be fixed by the members.

Meetings of the Board

23. The initial Board of Directors and the initial officers shall be as set forth in the Articles of Incorporation and shall hold office until the first annual meeting as provided in the Articles of Incorporation or unless sooner replaced. Any Association member may attend any meeting of the Board.

24. Regular meetings of the board may be held without notice at such time and place within Palm Beach County, Florida, as shall be determined from time to time by the board, except that notice of such meetings shall be given to Association members by posting notice of such in a conspicuous place forty-eight (48) hours in advance of such a meeting.

25. Special meetings of the board may be called by the President on ten (10) days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors. Notice of any and all meetings of the board may be waived by appropriate written waiver.

26. At all meetings of the board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting

from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Notices

27. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation, and such notice shall be deemed given at the time when the same shall be thus mailed.

28. Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation, or of these Bylaws, 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 equivalent thereto.

Officers

29. The officers of the corporation shall be chosen by the directors and shall be a president, a vice president, a secretary and treasurer. The Board of Directors may also choose additional vice presidents, and one or more assistant secretaries, and assistant treasurers. No person can serve simultaneously as both president and secretary.

30. The Board of Directors at its first meeting after each annual meeting of members shall choose a president, and one or more vice presidents, a secretary and treasurer, none of whom, excepting the president, need be a member of the board.

31. The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

32. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. The initial officers and the manner of filling vacancies of the initial officers shall be as set forth in Article VII of the Articles of Incorporation of the corporation and they shall serve as provided for therein.

The President

33. The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the board are carried into effect.

34. He shall execute all documents and contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

The Vice Presidents

35. The vice presidents in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board of Directors shall prescribe.

The Secretary, Treasurer and Assistants

36. The secretary shall attend all sessions of the board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and, when authorized by the board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

37. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the board shall prescribe.

38. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

39. He shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, 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 of his transactions as treasurer and of the financial condition of the corporation.

40. If required by the Board of Directors, he shall give the corporation a bond, the premium therefor to be paid by the corporation, in such sum, and with such surety or surities as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all his books, papers, vouchers, money and other property of whatever kind in his possessions or under his control belonging to the corporation.

41. Assistant treasurers in the order of their seniority shall, in the absence or disability of the treasurer, perform the duties, exercise the powers and assume the obligations of the treasurer and shall perform such other duties as the Board of Directors shall prescribe.

Directors' Annual Statement

42. The Board of Directors shall present at each annual meeting, and when called for by the vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice and copies thereof shall be furnished to each of the members.

Checks

43. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such

other person or persons as the Board of Directors may from time to time designate.

Fiscal Year

44. The corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year whenever deemed expedient for the best interests of the corporation.

Seal

45. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Florida". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Membership

46. Membership in the corporation shall be limited to owners of condominium parcels in the CENTRE HILL COURTS CONDOMINIUM. The owner of a condominium parcel shall automatically be and become a member of this corporation. A member shall be entitled to one vote for each condominium parcel owned by him. A corporation may own a condominium parcel or parcels and may vote through an authorized officer, or by proxy, as it elects. If a condominium parcel is owned by more than one owner there shall nevertheless be only one membership assigned to said parcel and the vote for said membership shall be cast by the owner or person designated in writing by all of the owners of said condominium parcel.

Transfer of Membership

47. Membership in the corporation may be transferred only as an incident to the transfer of a condominium parcel.

Contract Documents

48. The contract documents relating to this condominium and the ownership of a condominium parcel therein shall include the foregoing Declaration of Condominium to which these Bylaws are attached, these Bylaws, the charter of the corporation, and the pertinent statutes from time to time pertaining, all as amended from time to time in accordance with law.

Assessments

49. The Board of Directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the condominium property including its operating expenses, the payment for any items of betterments, and the establishment of appropriate reserve funds as the board shall deem meet and proper. That sum or sums shall include provision for property taxes and assessments of the condominium (until such time as any of such taxes or assessments are made against the condominium parcels individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real property and improvements thereof (and such personal property of the condominium as are part of its common elements), which may include a deductible provision, premiums for adequate public liability insurance as specified in the Declaration, legal and accounting fees, management fees, operating expenses of the property and this corporation, maintenance, repairs and the property and this corporation, maintenance, repairs and replacements, (but only as to the common elements

except for emergency repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual condominium parcel concerned), charges for utilities and water used in common for the benefit of the condominium, cleaning and janitor service of the common elements, any expenses and liabilities incurred by the corporation in connection with the indemnification of officers and directors provided for herein and in and about the enforcement of its rights or duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members.

Regular assessments shall be paid by the members on a quarterly basis. The standard of assessments for the first year of operation (or pro rata part thereof) shall be as set forth in a projected operating budget certified by the Sponsor to be the then existing projected operating budget of the condominium. Said assessment shall be computed then and thereafter hereunder in the manner set forth in the Declaration of Condominium. When the assessment is fixed by the Board of Directors, it shall be retroactive to the first day of that calendar year and the owners of condominium parcels will be credited against any accrued monthly assessment charges for that year with the sums they have theretofore paid in that year. Monthly assessment charges once fixed shall continue until changed by the Board of Directors hereunder and shall be due and payable without notice or demand no later than the fifth (5th) day of each January, April, July and October. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each of the members thereof and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as hereinabove provided for the service of notices.

It is understood between the members and the corporation that an assessment fixed hereunder is based upon the projection and estimate of the Board of Directors and may be in excess of or less than the sums required to meet the cash requirements of the condominium, in which event the Board of Directors by appropriate action taken at a meeting may increase or diminish the amount of said assessment and make such adjustments respecting the reserves as in their discretion is meet and proper, including the assessment of each member of his proportionate share of any deficiency or the distribution to each member of his proportionate share of any excess of sums paid beyond the requirements of the condominium or its reasonable reserves as fixed by the Board of Directors.

The aforescribed assessment charges shall not include assessment for utilities separately charged and metered to each apartment and consumed therein. Nor shall said assessments include any charges for alterations, repairs, painting or maintenance within the interior of any apartment, but only for such alteration, repairs, maintenance, etc., to the common elements of the condominium, (unless, as aforesaid, repairs or replacements which would ordinarily be the obligation of the owner of the condominium parcel must be made for the protection of the common elements of the condominium and same have not been made by the owner of the parcel concerned).

After the initial determination of the annual cash requirements to be made, the following determination thereof to be made shall be on a calendar year basis by the Board of Directors on the first Tuesday in the month of April of each year unless the time thereof shall be changed by resolution of the board.

On or before thirty (30) days prior to the meeting of the board at which a budget for the Association is to be considered for adoption by the Board of Directors, a copy thereof shall be mailed to all members of the Association together with a notice of the meeting at which the budget will be considered which notice shall state the time and the place of the meeting and that it is open to all members of the Association. If, at that meeting, a proposed budget is adopted

requiring an assessment against the members in any calendar year of an amount exceeding one hundred fifteen (115%) percent of the assessment levied for the prior year, upon the written request of ten (10%) percent of the members of the Association, a special meeting of the members shall be held upon not less than ten (10) days written notice to all members but within thirty (30) days of the date of the request for the meeting. At the special meeting the members may consider and enact (by majority vote of all members) a revision of the budget or recall (by such majority vote) any or all members of the Board of Directors and elect (by such majority vote) their successors. The Board of Directors may, in any event, propose a budget to the unit owners at a meeting of the members or in writing and if that budget shall be approved by the membership at the special meeting aforesaid or by a majority of their whole number in writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this Section.

In determining whether an assessment exceeds 115% of the assessment in the prior year, there shall be excluded from such computation any provision for reasonable reserves made by the Board of Directors for repair or replacement of condominium property or for anticipated expenses by the Association which are not expected to be incurred on a regular or annual basis nor shall such calculation include any amounts for betterments of the condominium property.

So long as the Sponsor is in control of the Board of Directors, it shall not impose an assessment for a year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar year's assessment without approval of a majority of the members of the association.

Special assessments, should they be required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all members (condominium parcel owners) in the same proportions as regular assessments to meet shortages or emergencies and (ii) those assessed against one member alone (requiring unanimous vote of the board) to accomplish repairs or maintenance for which he is responsible within his apartment which he has failed to make, which situation impairs the value of or endangers the common elements or the condominium, or which are for expenses incident to the abatement of a nuisance within his apartment.

Common expenses which are to be the subject of said assessment shall be defined from time to time by the Board of Directors and shall include all items of expense pertaining to the operation and maintenance of the common elements of the condominium, the operation of this corporation and its expenses, and other lawful expenses authorized or described by Chapter 711, Florida Statutes, the foregoing Declaration of Condominium, the charter of this corporation, or its Bylaws, as these may from time to time be amended; provided, however, that material alterations or substantial additions to the common elements may be authorized only upon a three-fifths (3/5) vote of the Board of Directors.

Assessments for capital improvements costing in excess of One Thousand (\$1,000.00) Dollars must be submitted to the membership for approval by majority vote. Capital improvements costing in excess of Forty Thousand (\$40,000.00) Dollars must be approved by eighty-five (85%) percent of the members.

Statutory Powers

50. The corporation shall have the powers, rights and authority, (including the lien rights) set forth and provided in Chapter 711, Florida Statutes, subject to any limitations thereon imposed by its Charter or these Bylaws or the Declaration of Condominium as said instruments may be effective from time to time including any amendments thereto.

Transfer of Condominium Parcel

51. A condominium parcel (being the condominium unit and the undivided share in the common elements which is appurtenant to the unit), may be transferred in freehold by deed as provided by law. Such transfer shall automatically confer membership in this corporation unto the transferee. The owner of each condominium parcel shall be free to sell, mortgage, pledge or lease said parcel.

Default Under Assessments

52. In the event of a default by a member in the payment of any assessment payable by him, the corporation shall have all rights and remedies provided by law including but not being limited to those provided by Chapter 711.15, Florida Statutes, (1974) as amended, and the liability of the owner of the condominium parcel shall include liability for a reasonable attorney's fee and for court costs incurred by the corporation incident to the collection of such assessment or enforcement of its lien. If the corporation elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel pendent lite, to be fixed by the Board of Directors, and the corporation shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the corporation may bid in the condominium parcel thereat and acquire and hold, lease, mortgage and convey the same, as the Board of Directors may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

Responsibility for Repair and Maintenance of an Apartment

53. The interior and all parts thereof of a condominium unit shall be kept in a good condition and repair at all times by and at the expense of the owner thereof and shall be maintained in a clean and safe condition and free of nuisance or commission of waste. Each owner of a condominium unit will promptly comply with any requirements of the insurance underwriters of the condominium. Any failure to repair or replace within the walls of the condominium unit as may be required for good and proper and safe maintenance thereof and which endangers, or impairs the value of the condominium or its common elements, may be repaired or replaced by the corporation at the expense of the unit owner, to be collected by special assessment as heretofore provided, which assessment may include the cost of the corporation in and about the abatement of any nuisance kept and maintained by the unit owner therein; and a right of entry is granted to the corporation in and to any unit to inspect same and/or make repairs or replacements thereto as may be required hereunder.

Nuisance

54. Each member shall be responsible for the use and occupation of his apartment unit in a quiet and orderly fashion so as not to disturb or endanger other members or their families or guests. Any nuisance, public or private, may be abated by the public authority or by court action by the corporation or any aggrieved member.

Books and Records

55. The corporation shall maintain accounting records according to good accounting practices and said records shall be open to inspection by unit owners at reasonable times. Such records shall include:

(a) The record of all receipts and expenditures.

(b) 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 assessment comes due, the amounts paid upon the account and the balance due.

(c) A register for the names of any mortgage holders or lien holders on units who have requested in writing that they be registered and to whom the corporation will give notice of default in case of nonpayment of assessments. No responsibility by the corporation is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein, if so requested by said mortgagee or lienor.

The secretary of this corporation shall act as the transfer agent to record all transfers and/or registrations in the afore-described books.

Authority of Unit Owner

56. No unit owner or member, except as an officer of this corporation, shall have any authority to act for the corporation or bind it.

Amendments of Bylaws or Articles of Incorporation

57. The Bylaws of said corporation and/or the Articles of Incorporation may be amended, altered, rescinded, or added to by resolution adopted by a three-fifths (3/5) vote of the Board of Directors of this corporation at any duly called meeting of said board and by a three-fifths (3/5) vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Bylaws or said Articles of Incorporation unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation or any member of the board of this corporation may propose an amendment to these Bylaws or to the Articles of Incorporation to the board and the membership. Provided further, that as long as the initial Board of Directors holds office, or until the Developer conveys title to the purchaser of the last condominium unit, whichever occurs first, any changes in the Bylaws and/or the Articles of Incorporation may be made by a three-fifths (3/5) vote of the Board of Directors of the corporation.

Construction

58. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires, and shall include and apply to a corporation.

Apartment and Facilities Use

59. The property and facilities of the corporation shall at all times be restricted in use to the housing and related needs of the lawful occupants of the apartments and their guests.

Validity of Bylaws

60. If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

Rules and Regulations

61. The Board of Directors may from time to time adopt rules and regulations for the operation of the condominium and all members shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all members similarly situated and uniform in their application and effect.

Indemnification

62. Every director and every officer of the Association shall be indemnified by the Association against all expenses, and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the board of Directors approves such settlement and reimbursement as being for the best 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, and such director or officer shall be entitled to any indemnification authorized by any provision of the laws of the State of Florida for corporations generally and for non-profit corporations.

Management Agreement

63. The Board of Directors may enter into a Management Agreement for the operation, maintenance and management of the affairs of the Association.

CENTRE HILL COURTS CONDOMINIUM
ASSOCIATION, INC.

By *Robert E. Howell*
Its President

(CORPORATE SEAL)

ATTEST:

J. R. Ramsey Jr.
Secretary