

FORM OF
AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM
TO ADD A PHASE

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PROVENCE, A CONDOMINIUM TO ADD PHASE ____* ("Amendment"), made this ____ day of ____, 19____, by UNITED CITIZENS MORTGAGE COMPANY, a California corporation authorized to transact business in the State of Florida ("UCMC") as owner of the "Phase ____* Land" (as hereinafter defined), and CHANNING CORPORATION XV, a Florida corporation ("Developer").

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the 1984 Session of the Florida Legislature ("Act"), UCMC and Developer have established Provence, A Condominium ("Condominium"), according to the Declaration of Condominium ("Declaration") thereof recorded in Official Records Book ____, Page ____, of the Public Records of Palm Beach County ("County"), Florida; ** and

WHEREAS, the Condominium is a "phase condominium" as contemplated by Section 718.403 of the Act and as set forth in the Declaration; and

WHEREAS, the Declaration provides for the submission to condominium ownership as the initial phase "Phase I"; and also provides for submission to condominium ownership of "Phase II," "Phase III," "Phase IV," "Phase V," "Phase VI," "Phase VII" and "Phase A" (as those terms are defined in the Declaration); and

WHEREAS, UCMC and Developer desire to add Phase ____* as part of the Condominium;

NOW, THEREFORE UCMC, as the owner in fee simple of the Phase ____* Land hereby state and declare:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit ____**** to the Declaration ("Phase ____* Land") and the improvements located thereon and all easements and rights thereto intended for use in connection with the Condominium are hereby submitted to condominium ownership and added as a part of the Condominium pursuant to Articles VI and VII of the Declaration. The Phase ____* Land, together with improvements now or hereafter located thereon and all appurtenances thereto intended for use in connection with the Condominium, all as set forth on the Survey, Plot Plan and Graphic Description of Improvements for Phase ____* (attached hereto as Exhibit B) shall constitute Phase ____*.

2. Exhibit C attached hereto sets forth the share in the "Common Elements" of each "Unit" (as such terms are defined in the Declaration), including Units in prior phases of the Condominium.*** Notwithstanding the percentage shares listed on Exhibit C, in the event an additional phase or phases are added to the Condominium, such percentage shares shall change as reflected in the Declaration.

3. This Amendment shall become effective upon recording amongst the Public Records of the County. The effect of this Amendment shall be that Phase ____*, together with prior phases,*** shall be, and the same shall constitute, the Condominium.

* The applicable Phase will be inserted.

** For Phase III and subsequent Phases, the recording information of prior phases will be included.

*** Applicable prior phases will be inserted.

**** The applicable Exhibit is as follows:

- Phase II - Exhibit C
- Phase III - Exhibit E
- Phase IV - Exhibit G
- Phase V - Exhibit I
- Phase VI - Exhibit K
- Phase VII - Exhibit M
- Phase A - Exhibit O

IN WITNESS WHEREOF, UCMC and Developer have hereunto set their hands and official seals on the date set forth below.

Witnesses:

UNITED CITIZENS MORTGAGE COMPANY

By: _____

Dated: _____

(SEAL)

CHANNING CORPORATION XV

By: _____

Dated: _____

(SEAL)

STATE OF FLORIDA)
)SS.:
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ the _____ of UNITED CITIZENS MORTGAGE COMPANY, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 19__.

Notary Public
My Commission Expires:

STATE OF FLORIDA)
)SS.:
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting _____ the _____ of CHANNING CORPORATION XV, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 19__.

Notary Public
My Commission Expires:

EXHIBIT 2

ARTICLES OF INCORPORATION

OF

PROVENCE CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, the undersigned, acting as incorporator of a corporation not for profit, hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter set forth and to that end, I, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles which are contained in the Condominium Act, Chapter 718, Florida Statutes, as amended through the 1984 Session of the Florida Legislature ("Act"), shall have the meaning of such terms as set forth in various Sections of the Act, and for clarification the following terms will have the following meanings:

A. "Act" means Chapter 718, Florida Statutes, 1976, as amended through the 1984 Session of the Florida Legislature.

B. "Annual Assessment" means a share of funds required for the payment of Common Expenses which is assessed annually by the Association against a unit Owner pursuant to the Declaration.

C. "Approved Mortgagee" means any of the lenders described in Paragraph XVI.B of the Declaration for Provence I or in any other Declaration which has acquired a mortgage encumbering one (1) or more Units.

D. "Articles" mean these Articles of Incorporation of the Association.

E. "Association" means Provence Condominium Association, Inc., a Florida corporation not for profit, responsible for the operation of Provence I and any other Provence Condominium(s).

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

G. "Bylaws" mean the Bylaws of the Association.

H. "Common Elements" mean the portions of the Condominium Property not included in the Units.

I. "Common Expenses" mean the expenses for which the Unit Owners are liable to the Association, as set forth in various sections of the Act, and the expenses described as Common Expenses in the Condominium Documents, and include:

(a) cost of operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance;

(b) assessments levied by the Via Verde Association against Units in the Condominium pursuant to the Via Verde Covenants; and

(c) any other expenses designated as Common Expenses by the Board.

J. "Condominium Documents" mean in the aggregate each Declaration, these Articles, the Bylaws, the documents referred to therein and the rules and regulations adopted by the Association and any amendments thereto.

K. "Condominium Property" means the real property defined as "Condominium Property" in a Declaration and any amendments thereto.

L. "County" means Palm Beach County, Florida.

M. "Courtyard" means the open area adjacent to a Unit which is a Limited Common Element reserved for the exclusive use of such Unit, as more particularly described in the Survey, Plot Plan and Graphic Description of Improvements for the Phase in which such Unit is located.

N. "Declaration" means the Declaration of Condominium by which a Province Condominium is submitted to condominium ownership by UCMC and Developer in accordance with the Act.

O. "Developer" means Channing Corporation XV, a Florida corporation, its successors and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units, as more particularly set forth in Article XXXIV of the Declaration.

R. "Member" means each and every member of this Association.

S. "Phase" means certain land and improvements which, as contemplated by Section 718.403 of the Act, may become part of a Province Condominium by recording the Declaration or an amendment thereto.

T. "Project" means Province according to the Plat thereof recorded in Plat Book 49, Page 174 of the Public Records of the County.

U. "Province Condominium" means a particular condominium in the Project which is the subject of a particular Declaration.

V. "Province I" means Province, A Condominium, and is a Province Condominium.

W. "Special Assessment" means a share of funds required for the payment of Common Expenses which from time to time are assessed by the Association pursuant to a Declaration against a Unit Owner in addition to the Annual Assessment.

X. "Submission" means the recording of the first Declaration for a Province Condominium amongst the Public Records of the County.

Y. "UCMC" means United Citizens Mortgage Company, a California corporation authorized to transact business in the State of Florida, its grantees, successors and assigns. A Unit Owner shall not solely by the purchase of a Unit be deemed a successor or assign of UCMC or the rights of UCMC under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by UCMC.

K. "Condominium Property" means the real property defined as "Condominium Property" in a Declaration and any amendments thereto.

L. "County" means Palm Beach County, Florida.

M. "Courtyard" means the open area adjacent to a Unit which is a Limited Common Element reserved for the exclusive use of such Unit as more particularly described in the Survey; Plot Plan and Graphic Description of Improvements for the Phase in which such Unit is located.

N. "Declaration" means the Declaration of Condominium by which a Province Condominium is submitted to condominium ownership by UCMC and Developer in accordance with the Act.

O. "Developer" means Channing Corporation XV, a Florida corporation, its successors and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units, as more particularly set forth in Article XXXIV of the Declaration.

R. "Member" means each and every member of this Association.

S. "Phase" means certain land and improvements which, as contemplated by Section 718.403 of the Act, may become part of a Province Condominium by recording the Declaration or an amendment thereto.

T. "Project" means Province according to the Plat thereof recorded in Plat Book 49, Page 174 of the Public Records of the County.

U. "Province Condominium" means a particular condominium in the Project which is the subject of a particular Declaration.

V. "Province I" means Province, A Condominium, and is a Province Condominium.

W. "Special Assessment" means a share of funds required for the payment of Common Expenses which from time to time are assessed by the Association pursuant to a Declaration against a Unit Owner in addition to the Annual Assessment.

X. "Submission" means the recording of the first Declaration for Province Condominium amongst the Public Records of the County.

Y. "UCMC" means United Citizens Mortgage Company, a California corporation authorized to transact business in the State of Florida, its grantees, successors and assigns. A Unit Owner shall not solely by the purchase of a Unit be deemed a successor or assign of UCMC or the rights of UCMC under the Condominium Documents unless such Unit Owner is specifically designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by UCMC.

Z. "Unit" means "unit," as set forth in the Act, and is that part of the Condominium Property which is subject to exclusive ownership.

AA. "Unit Owner" means "unit owner," as set forth in the Act, and is the owner of a Unit.

BB. "Unsubmitted Land" means the portions of the Project not included within a Provence Condominium.

CC. "Via Verde" means the real property which is subject to the Via Verde Covenants.

DD. "Via Verde Association" means Via Verde Homeowners Association, Inc., a Florida corporation not for profit, formed for the purpose of administering and owning certain common areas in Via Verde for the benefit of the residents of Via Verde.

EE. "Via Verde Covenants" means the Declaration of Maintenance Covenants for Via Verde recorded in Official Records Book 2413, Page 1935 of the Public Records of the County and all amendments thereto.

ARTICLE I

NAME

The name of this Association shall be PROVENCE CONDOMINIUM ASSOCIATION, INC., whose present address is 100 North Biscayne Boulevard, Suite 2908, Miami, Florida 33132.

ARTICLE II

PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. UCMC and Developer intend to develop Provence I on property UCMC owns within the Project. UCMC and Developer intend to develop Provence I as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist of eight (8) Phases. If UCMC and Developer submit all eight (8) Phases of Provence I to condominium ownership as part of Provence I by recording the Declaration and several amendments thereto amongst the Public Records of the County, then Provence I shall be the only condominium in the Project and shall be the only condominium administered by the Association.

B. However, if UCMC and Developer do not submit all eight (8) Phases of Provence I to condominium ownership as part of Provence I, UCMC and Developer may submit the land in the Project not included in Provence I to condominium ownership as one (1) or more additional Provence Condominiums administered by the Association.

C. All or any portion of the Project not included in a Provence Condominium may be developed with residential housing units either as a condominium which is not a Provence Condominium and would not be administered by the Association or as a non-condominium development, such as non-condominium townhouses, rental housing or cooperatively owned housing, etc. UCMC and Developer, their grantees or assigns, hereby reserve the right to use the name "Provence" as part of the designation of such development, and further UCMC and Developer may retain, transfer, convey or assign the easements reserved in Declarations in connection with such development.

D. UCMC and Developer's plan of development ("Plan") is as follows:

1. There shall be a maximum of fifty (50) residential units ("Total Maximum Units") in all of the Provence Condominiums.

2. To the extent that any portion of the Project and the residential units and other improvements located thereon are submitted to the condominium form of ownership as a Provence Condominium, it is intended that this Association shall be responsible for operating any and all such condominiums and that each Unit Owner therein shall be a Member of this Association.

3. All Provence Condominiums shall be administered by this Association in accordance with the several Declarations, these Articles and the Bylaws of this Association. As part of the Plan, it is intended that portions of the Common Elements shall be subject to certain easements permitting use of such portion of the Common Elements by all Members of this Association, their lessees, family members, guests and invitees in accordance with the provisions of the several Condominium Declarations, these Articles, the Bylaws and the Rules and Regulations of this Association.

E. In the event that UCMC and Developer decide (which decision shall be within UCMC's and Developer's sole discretion) not to include all or any part of the Project in a Provence Condominium, notice of such decision shall be given to this Association by certified mail and there shall be recorded amongst the Public Records of the County, a statement ("Withdrawal Statement") that UCMC and Developer have terminated the Plan, which statement shall specify the portion of the Project no longer to become part of a Provence Condominium and the number by which the Total Maximum Units have been reduced by reason of the Withdrawal Statement.

F. The purpose for which this Association is organized is to maintain, operate and manage the Provence Condominiums in accordance with the Condominium Documents and the Act.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. to make, establish and enforce reasonable rules and regulations governing the Provence Condominiums and the use of Units, Common Elements and Condominium Property;

2. to make, levy, collect and enforce Special Assessments and Annual Assessments against Unit Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Provence Condominiums in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. to maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

4. to reconstruct improvements of the Condominium Property in the event of casualty or other loss;

5. to enforce by legal means the provisions of the Condominium Documents;

6. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, an agreement as to management of the Provence Condominiums and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenances and repairs, are Common Expenses. (However, this Association and its officers shall retain at all times the powers and duties granted to them by the Condominium Documents and Act including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of this Association);

7. to delegate to one (1) person selected by the Board, in such manner as the Board may determine, the functions of representing the Association at the membership meetings of the Via Verde Association pursuant to the Articles of Incorporation of the Via Verde Association.

ARTICLE IV

MEMBERS

The qualification of Members, the manner of their admission to membership, the manner of the termination of such membership in the Association and voting by Members shall be as follows:

A. Until Submission, the Members of this Association shall be comprised solely of the Developer who shall cast the only vote on all matters requiring a vote of the Members. The rights and interests of the incorporator of these Articles ("Incorporator") shall automatically terminate upon filing these Articles with the Secretary of State of the State of Florida.

B. Upon Submission, the Unit Owners, which in the first instance means UCMC as the owner of the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Thereafter, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County, whereupon the membership in the Association of the prior owner thereof, if any, shall terminate as to that Unit. Where title to a Unit is acquired from a party other than UCMC and/or Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Unit shall not be a Member unless or until such acquisition is in compliance with the provisions of the applicable Declaration (e.g., Article XVI of the Declaration for Provence I). New Members shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Unit.

E. Membership in this Association shall be divided into classes, with the first Class of Members consisting of the Unit Owners in Provence I ("Class I Members"). If, as and when additional Provence Condominiums are submitted to condominium ownership, a Class of Members shall be created for Unit Owners in each such Provence Condominium.

F. In the event a Provence Condominium is terminated in accordance with its Declaration, the former Unit Owners in such terminated Provence Condominium shall no longer be Members of this Association.

G. The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Unit, and if there is more than one (1) owner with respect to a Unit, as a result of the ownership interest of such Unit being held by more than one (1) person, such owners, collectively, shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.

2. All of the Members of this Association shall vote thereon as one (1) body, without distinction as to Class, on matters which pertain to this Association or all of the Provence Condominiums.

3. On matters pertaining exclusively to a Provence Condominium, only the Class for such Provence Condominium shall vote thereon.

4. On matters which pertain to one (1) or more Classes of Members but not to all of such Classes, or which pertain to each Class of Members, but to each such Class in a different degree or different manner, then each Class of Members affected thereby shall vote separately as a Class thereon.

5. Subject to the provisions of Subparagraphs 1, 2, 3 and 4 immediately preceding, the Board shall determine whether a matter which is subject to a vote of the Members shall be voted on by Classes or by the entire membership of this Association as a whole. In the event of a deadlock on the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

6. In the determination of whether a quorum exists or whether this Association or a Class of Members has duly acted with respect to any matter,

a) On matters which are voted on by the Association at large, such determination shall be made with respect to the number of all of the Members.

(b) On matters which are voted on by a Class, such determination shall be made with respect to the number of Members of such Class.

(c) On matters which are voted on by more than one (1) Class, such determination shall be made separately with respect to the number of Members of each Class and satisfied by each Class voting thereon.

7. The Members shall elect the Board in the manner provided in Article IX of these Articles.

8. A quorum of the Members shall consist of persons entitled to cast forty percent (40%) of the votes of the entire membership. A quorum of a Class of Members shall consist of persons entitled to cast forty percent (40%) of the votes of the Class.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

INCORPORATOR

The name and address of the Incorporator of these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joel B. Channing.	100 North Biscayne Boulevard Suite 2908 Miami, Florida 33132

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be

removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. No officer need be a Director. The officers shall be elected from amongst the Directors of the Association. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Joel B. Channing
Vice President	Jon Channing
Secretary	Jon Channing
Treasurer	Joel B. Channing

ARTICLE IX

BOARD OF DIRECTORS

A. There shall be three (3) Directors on the Board until the "Majority Election Meeting" (as hereinafter defined), whereupon the number of Directors on the Board may be increased to five (5), as provided in Paragraph IX.J hereof.

B. The names and addresses of the persons who are to serve as the first Board of Directors ("First Board") are as follows:

Joel B. Channing	100 North Biscayne Boulevard Suite 2908 Miami, Florida 33132
Jon Channing	100 North Biscayne Boulevard Suite 2908 Miami, Florida 33132
Jules P. Channing	100 North Biscayne Boulevard Suite 2908 Miami, Florida 33132

UCMC and Developer reserve the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. UCMC and Developer reserve the right to remove any Director from the First Board and the right to remove any Director designated by UCMC and Developer in accordance with these Articles.

C. The method by which each Class of Directors shall be created shall be as provided for in this Paragraph C. Each Class of Directors, unless otherwise stated herein, shall be three (3) in number. Upon Submission, the first Class of Directors, namely, Class I Directors, shall be created. If, and when additional Provence Condominiums are submitted to condominium ownership, a Class of Directors shall be created for each additional Provence Condominium which is submitted to condominium ownership.

D. Developer intends that Provence I shall ultimately have fifty (50) Units, unless (a) the Developer, as required by the Act, notifies the Unit Owners of its decision not to submit one (1) or more Phases of Provence I to condominium ownership; or (b) the Developer fails to submit one (1) or more Phases of Provence I to condominium ownership prior to the date such Phases are to be completed as set forth in Article VI of the Declaration for Provence I (such fifty ~~50~~ Units less the number of Units in a Phase, if any, which: [i] will not be part of Provence I as evidenced by such a notice from Developer; or [ii] is not a part of Provence I by the date such Phase is to be completed as set forth in Article VI of the Declaration; being hereinafter referred to as the "Total Provence I Units"). When Unit Owners other than UCMC and Developer ("Purchaser Members") shall own fifteen percent (15%) or more of the Total Provence I Units, the Class I Purchaser Members shall be entitled to elect one-third (1/3) of the Class I Directors, which election shall take place at a meeting ("Initial Election Meeting") to be called by the Board within sixty (60) days of such conveyance of fifteen percent (15%) or more of the Total Provence I Units to Purchaser Members. The Developer shall designate the remaining Class I Directors on the Board at the Initial Election Meeting.

When Purchaser Members shall own fifteen percent (15%) of the total number of Units permitted to be included in a subsequent Provence Condominium, if any, such Directors shall be elected or designated by procedure similar to the preceding paragraph and in accordance with Paragraph C of this Article IX.

Each respective Class of Directors elected at an Initial Election Meeting shall succeed upon their election and designation, in part, to the respective Class of Directors appointed by Developer. Subject to the provisions of Paragraph E herein, each Class of Directors shall serve until the next "Annual Members Meeting" (as that term is defined in the Bylaws). At such time, one-third (1/3) of each Class of Directors shall be elected by the plurality vote of Purchaser Members of each respective Class and the remaining Directors of each Class shall be designated by Developer. Each Class of Directors shall continue to be so elected and designated at each subsequent Annual Members Meeting until the Majority Election Meeting.

E. Class I Purchaser Members and all other classes of Purchaser Members, if any, are entitled to elect not less than a majority of the Class of Directors representing them on the Board upon the happening of any of the following events, whichever shall first occur ("Majority Election Event"):

1. Three (3) years after fifty percent (50%) of the Total Maximum Units or the new maximum number of Units, as stated in the filed Withdrawal Statement, if any (hereinafter referred to in either case as the "Total Units"), have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

2. Three (3) months after ninety percent (90%) of the Total Units have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

3. When all of the Total Units have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold and none of the others are being offered for sale by UCMC and/or Developer in the ordinary course of business; or

4. When some of the Total Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by UCMC and/or Developer in the ordinary course of business; or

5. When UCMC and Developer, as UCMC and Developer have the right to do at any time, upon written notice to the Association, relinquish their right to designate a majority of the Board.

F. The election of not less than a majority of the Directors for each Class of Directors shall occur at a meeting ("Majority Election Meeting") to be called by the Board within sixty (60) days of the Majority Election Event.

G. At the Majority Election Meeting, by plurality vote, each Class of Purchaser Members shall elect two (2) Directors and Developer, until the "Developer's Resignation Event" (as defined in Paragraph IX.J hereof), shall be entitled to designate the remaining balance of Directors in each Class. Notwithstanding the foregoing, in the event the entire Project has been submitted to condominium ownership as part of Provence I at the time of the Majority Election Meeting so there are only Class I Directors, then the number of Directors to be elected, designated and to serve as Class I Directors shall be increased to a total of five (5), of which Class I Purchaser Members shall elect three (3) and the Developer, until Developer's Resignation Event, shall be entitled to designate two (2) Directors. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, of any Director it has so designated.

H. Each Class of Directors shall continue to be so elected and designated as described in Paragraph G above at each subsequent Annual Members Meeting, until the Annual Members Meeting following the Developer's Resignation Event.

I. The Initial Election Meeting and Majority Election Meeting shall be called by the Association, through its Board, by written notice of meeting given to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors in each class which shall be elected by the Purchaser Members and the number of Directors in each Class to be designated by Developer.

J. Upon the earlier to occur of the following events, the Developer shall cause all of its designated Directors to resign ("Developer's Resignation Event"):

(a) When UCMC and/or Developer no longer holds for sale five (5%) percent of the Total Units in the ordinary course of business; or

(b) When UCMC and Developer, as UCMC and Developer have the right to do at any time, cause the voluntary resignation of all of the Directors designated by them.

In the event the Developer's Resignation Event occurs after the Majority Election Meeting, then upon the Developer's Resignation Event, each Class of Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members Meeting and until their successors are elected and qualified. If upon Developer's Resignation Event the Majority Election Meeting has not

occurred, then prior to the resignation of the Directors appointed by Developer, the Directors shall call the Majority Election Meeting in accordance with the Bylaws and the Act to elect successor Directors for the Directors appointed by Developer. If the entire Project has been submitted to condominium ownership as part of Provence I, then the number of Class I Directors shall be increased by two (2) to a total of five (5). These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.

K. At each Annual Members Meeting held subsequent to the year in which the Developer's Resignation Event occurs, each Class of Directors shall be elected by plurality vote of its respective Class of Members.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to Class, on matters which pertain to this Association or all of the Provence Condominiums.

3. On matters pertaining exclusively to a Provence Condominium(s), only the affected Class(es) of Directors shall vote thereon.

4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter is subject to a vote of the Directors, shall be voted on by Classes or by the entire Board as a whole. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

* 5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter, (a) On matters which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Directors of all Classes; and (b) On matters which are voted on by a Class(es) of Directors, such determination shall be made with respect to the number of Directors of such Class(es).

M. The resignation of a Director or an officer named in these Articles and the resignation of a Director who has been elected or designated by the Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation, arbitration or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association, and in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BYLAWS

The Bylaws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws and the Act. As is set forth in the Bylaws, the Bylaws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII

AMENDMENTS

A. Prior to Submission, these Articles may be amended only by a majority vote of the Directors and such amendment shall be set forth by an instrument in writing signed by either the President or Vice President and also signed by either the Secretary or Assistant Secretary and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to a Declaration upon the recording of a Declaration or in lieu thereof, Restated Articles of Incorporation may be adopted which restate and integrate these Articles as amended by each amendment and a certified copy thereof shall be attached as an exhibit to a Declaration upon recordation thereof. ::

B. After Submission, these Articles may be amended in the following manner:

1. (a) The Board as a whole shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a

meeting of all the Members, which may be either the Annual Members Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one (1) meeting;

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice"); and

(c) At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

C. A copy of each amendment shall be filed and certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of the County.

D. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in a Declaration.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) UCMC and/or Developer, including the right to designate and select the Directors as provided in Article IX hereof, or otherwise prejudice UCMC and/or Developer without the prior written consent therefor by UCMC and Developer so long as UCMC and/or Developer hold at least one (1) Unit for sale in the ordinary course of business; or (ii) any Approved Mortgagee without the prior written consent of such Approved Mortgagee.

ARTICLE XIII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 100 North Biscayne Boulevard, Suite 2908, Miami, Florida 33132, and the initial registered agent of the Association at that address shall be Joel B. Channing.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this _____ day of _____, 198_____.

JOEL B. CHANNING

The undersigned hereby accepts the designation of Registered Agent of Provence Condominium Association, Inc. as set forth in Article XIII of these Articles of Incorporation.

JOEL B. CHANNING

STATE OF FLORIDA)
 : ss.:
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, JOEL B. CHANNING, to me known and known by me to be the individual described as Incorporator in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 198_____.

Notary Public

My Commission Expires:

STATE OF FLORIDA)
 : ss.:
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, JOEL B. CHANNING, to me known and known by me to be the individual described as Registered Agent in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 198_____.

Notary Public

My Commission Expires:

EXHIBIT 3

BYLAWS

OF

PROVENCE CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

Section 1. Identification of Association

These are the Bylaws of PROVENCE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association," as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of managing, operating and administering Provence, A Condominium.

1.1 The office of the Association shall be for the present at 100 North Biscayne Boulevard, Suite 2908, Miami, Florida, and thereafter may be located at any place in Palm Beach County, Florida ("County"), designated by the Board of Directors of the Association.

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

1.3 The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation Not for Profit."

Section 2. Definitions

All terms shall have the meaning set forth in the Condominium Act ("Act"), Chapter 718, Florida Statutes, as amended through the 1984 Session of the Florida Legislature, and for clarification the terms defined in the Articles of Incorporation of the Association ("Articles") shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall have initial capital letters each time that term appears in these Bylaws.

Section 3. Membership in the Association, Members' Meetings, Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association or such other place in the County, at such time in the month of November as determined by the Board and as designated in the notice of such meeting ("Annual Members Meeting") commencing with the year 1985. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles), and to transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members or Class of Members, as the case may be, shall be held at any place within the County, whenever called by the President, Vice President or a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-third (1/3) of the Members or Class of Members, as the case may be. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of a Class of Members.

3.4 A written notice of the meeting (whether the Annual Members Meeting or a special meeting of the Members or Class of Members) shall be mailed to each Member entitled to vote at his last known address as it appears on the books of the Association. Such written notice of an Annual Members Meeting shall be mailed to each Member (in the manner required by the Act and any amendments thereto in effect at the time of mailing) not less than fourteen (14) days nor more than forty (40) days prior to the date of the Annual Members Meeting. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days nor more than forty (40) days prior to the date of a special meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of such meeting were mailed in accordance with the requirements of the Act and the Condominium Documents, to each Unit Owner at the address last furnished to the Association. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association, if otherwise required. Notice of the Annual Members Meeting shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to an Annual Members Meeting. If a meeting of the Members, either a special meeting or an Annual Members Meeting, is one which, by express provision of the Act or Condominium Documents, there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 3.4, then the aforesaid express provision shall govern, provided the aforesaid express provision is in accordance with the requirements of the Act. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall set forth a waiver of written notice of such meeting.

3.5 The Members or Class of Members, as the case may be, may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Members or Class of Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. Unless some greater number is required under the Condominium Documents or the Act, the decision of the majority of the Members or Class of Members, as the case may be, submitting a response (except as to the election of Directors which shall be accomplished by plurality vote) as to the matter or matters to be agreed upon (as evidenced by written response to be solicited in the notice) shall be binding on the Members or Class of Members, as the case may be, provided a quorum of the Members or Class of Members, as the case may be, submits a response. The notice shall set forth a time period during which time a response must be made by a Member or Class of Members, as the case may be.

3.6 A quorum of the Members shall consist of persons entitled to cast forty percent (40%) of the votes of the entire membership. A quorum of a Class of Members shall consist of persons entitled to cast forty percent (40%) of the votes of such Class of Members. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question except for the election of Directors which shall be accomplished by plurality vote. However, if the question is one which, by express provisions of the Act or the Condominium Documents, requires a greater number of votes, then the such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Members or Class of Members, as the case may be, cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of a meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Unit Owners in Provence I shall vote as Class I Members. If, as and when additional Provence Condominiums are submitted to condominium ownership, a Class of Members shall be created for Unit Owners in each such Provence Condominium. All Classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in the Articles and the applicable Declaration. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Members or Class of Members, any Member may demand the use of a secret written ballot for voting on such matter, in which event a secret ballot shall be used unless otherwise provided by law. The chairman of the meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

4.1 The form of administration of the Association shall be by a Board of Directors as set forth in Article IX of the Articles. Directors need not be Unit Owners.

4.2 The provisions of the Articles setting forth the selection, election, designation and removal of Directors, including but not limited to, the Division of the Board into Classes of Directors are hereby incorporated herein by reference. Voting for Directors shall be noncumulative (there shall be appurtenant to each Unit as many votes for Directors as there are Directors for the Class of Directors to be elected; provided, however, no Member or Unit Owner may cast more than one (1) vote for each Unit owned by him for any one (1) person nominated as a Director for his Class).

4.3 Subject to Article IX, Paragraph I of the Articles, Section 4.5 below and Developer's rights as set forth in the Articles, vacancies in the Board shall be filled by persons elected by the Class of Directors in which the vacancy occurs. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Members Meeting and shall serve for the term prescribed in Section 4.4 of these Bylaws.

4.4 The term of each Director's service shall extend until the next Annual Members Meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members entitled to elect such Director ("Electing Members") at a special meeting of the Electing Members for any reason deemed by the Electing Members to be in the best interests of the Electing Members. A meeting of Electing Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Electing Members. However, before any Director is removed from office by the Electing Members, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is to be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) Electing Members shall elect, at a special meeting or at the Annual Members Meeting, persons to fill vacancies on the Board caused by the resignation or removal of a Director elected in accordance with Section 4.5(a) above.

(c) A Director on the "First Board" or a Director designated by UCMC and Developer, as provided in the Articles, may be removed only by UCMC and Developer in their sole and absolute discretion and without any need for a meeting or vote. UCMC and Developer shall have the unqualified right to name a successor for any Director on the First Board or designated and thereafter removed by UCMC and Developer or for any vacancy on the Board as to a Director designated by UCMC and Developer, and UCMC and Developer shall notify the Board as to any such removal or vacancy, the name of the respective successor Director and the commencement date for the term of such successor Director.

4.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. The provisions of these Bylaws pertaining to meetings of the Board as a whole shall also be applicable to meetings of a Class or Classes of Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of Members. Any Director may waive notice of a meeting before, during or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 For matters to be considered by the Board as a whole, as set forth in Paragraph IX.L of the Articles, a quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board and such matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in a Declaration, the Articles or elsewhere herein. For matters to be considered by a Class or Classes of Directors, as set forth in Paragraph IX.L of the Articles, a quorum of the Board shall consist of a majority of the Directors of the affected Class(es)

of Directors and such matters approved by a majority of the Directors of the affected Class(es) present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in a Declaration, the Articles or elsewhere herein. Voting rights of the Classes of Directors are more specifically stated in Article IX of the Articles. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting being held because of such an adjournment, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate the presiding officer.

4.11 Directors' fees, if any, shall be determined by a majority of the Members.

4.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The minutes shall be retained by the Association for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

4.13 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting, the Member shall not be entitled to participate in any meeting of the Board, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than a mere observer at such meeting or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

4.14 At any regular or special meeting (as the Board may in its sole discretion determine), the Board as a whole shall designate by a majority vote of the Board one (1) individual who shall represent the Association at members meetings for the Via Verde Association pursuant to its Articles of Incorporation. The Board may, at any time, remove such individual as a representative of the Association at members meetings of the Via Verde Association and replace him with another Member of the Association.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board, unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, the following:

5.1 Making and collecting Special Assessments and Annual Assessments (hereinafter collectively referred to as "Assessments") against Members to pay the costs of Common Expenses. These Assessments shall be collected by the

Association through payments made directly to it by the Members as set forth in the Declaration.

5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Condominium Property.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements of the Condominium Property.

5.5 Making and amending rules and regulations with respect to the use of the Condominium Property.

5.6 Approving or disapproving of proposed purchasers, lessees, or mortgagees of Units and those acquiring Units by gift, devise, or inheritance and other transferees, in accordance with the provisions set forth in the Declaration.

5.7 Enforcing by legal means the provisions of the Condominium Documents and the applicable provisions of the Act.

5.8 To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements and other services with funds that shall be made available by the Association for such purposes and to terminate such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

5.9 Paying taxes and assessments which are or may become liens against the Common Elements and Units owned by the Association, if any, and assessing the same against Units which are or may become subject to such liens.

5.10 Purchasing and carrying insurance for the protection of Unit Owners and the Association against casualty and liability for the Condominium Property.

5.11 Paying costs of all power, water, sewer and other utility services (including cable television) rendered to the Condominium Property and not billed to owners of individual Units.

5.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association, including the hiring of a resident manager, and paying all salaries therefor.

5.13 Entering into an agreement to acquire possessory or use interest in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses.

5.14 Designating a representative of the Association to represent the Association at membership meetings of the Via Verde Association.

Section 6. Officers of the Association

6.1 The officers of the Association shall be a President, one (1) or several Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of a condominium association, including, but not limited to, the power to appoint such committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one (1) Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of Provence Condominiums.

Section 7. Accounting Records; Fiscal Management

7.1 Accounting Records,

(a) The Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member.

giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include: (i) a record of all receipts and expenditures; (ii) an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each Assessment charged to the Unit, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due; and (iii) an account indicating the Common Expenses allocated under the "Budget" (as defined in the applicable Declaration) and the Common Expenses actually incurred during the course of the fiscal year.

(b) A complete financial report of the actual receipts and expenditures of the Association for the previous twelve (12) months shall be prepared annually by an auditor, accountant or Certified Public Accountant designated by the Board, and a copy of such report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the books and records of the Association.

7.2 Budget

I (a) The Board shall adopt for each Provence Condominium a separate Budget of the Common Expenses of such condominium for each forthcoming calendar year at a special meeting of the Board ("Budget Meeting") called for that purpose during the month of November of the prior year. Prior to the Budget Meeting a proposed Budget for each Provence Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include for each Provence Condominium, but not be limited to, the following items of expenses applicable to each Provence Condominium:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association property
- (vii) Taxes upon leased areas
- (viii) Insurance
- (ix) Security provisions
- (x) Other expenses
- (xi) Operating capital
- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiii) Fees payable to the Division of Florida Land Sales and Condominiums
- (xiv) Applicable share of Via Verde Operating Expenses

(b) The Budget for each Provence Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of such Provence Condominium. The Board shall allocate to each Provence Condominium the expenses attributable to such Provence Condominium which are the Common Expenses of such Provence Condominium. The procedure for the allocation of expenses to each Provence Condominium shall be as follows:

(i) Expenses of the Association which are applicable to more than one (1) Provence Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Provence Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to each Provence Condominium, the numerator of which is the number of Units within the particular Provence Condominium to which such

expenses are being allocated and the denominator of which is the total number of Units in the various Provence Condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Provence Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

• (ii) Expenses of the Association which are applicable to one (1) Provence Condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Provence Condominium) shall be allocated by the Board as a Common Expense solely of such Provence Condominium.

(c) Notwithstanding the allocation to each Unit of its Annual Assessment, a Unit Owner shall also be liable for any Special Assessments levied by the Board against his Unit as provided in the Condominium Documents.

(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements (not including Limited Common Elements which are a Unit Owner's obligation to maintain, repair or replace), which reserve fund shall be funded out of the regular installments of the Annual Assessments rather than by means of Special Assessments. The Budget for each Provence Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Common Elements (not including Limited Common Elements which are a Unit Owner's obligation to maintain, repair or replace). The reserve accounts shall include, but not be limited to, roof replacement, driveway resurfacing and building painting. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event a majority of a Class of Members of the Association present at a meeting of the Members or Class of Members at which a quorum of such Class of Members is present elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address, as reflected on the books and records of the Association, not less than thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for each Provence Condominium shall not alter or abrogate the obligation to pay Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year. The Association

shall maintain accounting records for each Province Condominium according to good accounting practices.

(g) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

7.3 Determination of Annual Assessment

(a) The Budget for each Province Condominium constitutes an estimate of the expenses of such Province Condominium. Subsequent to the "Interim Assessment Period" (as described in the applicable Declaration) this estimate of the expenses of such Province Condominium shall be multiplied by the share in Common Expenses assigned to each Unit within such Province Condominium and the resultant product shall constitute the Annual Assessment for such Unit.

(b) Notwithstanding the allocation to each Unit of its Annual Assessment, a Unit Owner shall also be liable for any Special Assessments levied by the Board against his Unit as provided in the applicable Declaration.

7.4 Manner of Collecting Share of Common Expenses

The Association shall collect Annual Assessments and Special Assessments from the Unit Owners in the manner set forth in the applicable Declaration and, the other Condominium Documents.

7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and the use of Condominium Property at any meeting of the Board; provided, however, that such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Unit Owners at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association; provided, however, if such rules and regulations are in conflict with the Articles, these Bylaws, the applicable Declaration or the Act, then the Articles, Bylaws, applicable Declaration or Act, as the case may be, shall govern.

Section 10. Amendment of the Bylaws

10.1 These Bylaws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with the notice of the special or Annual Members Meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2 An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one (1) of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

10.3 Amendments to these Bylaws shall be made in accordance with the requirements of the Act in effect at the time of amendment.

10.4 No modification or amendment to these Bylaws shall be adopted which would adversely affect or impair the priority of any Approved Mortgagee or the validity of the mortgage held by any such Approved Mortgagee; or any of the rights of UCMC and/or Developer so long as UCMC and/or Developer holds at least one (1) Unit in the Condominium for sale in the ordinary course of business; without in each case the prior written consent of the Approved Mortgagee, UCMC and Developer, as the case may be.

PROVENCE CONDOMINIUM ASSOCIATION, INC.

By: _____

Attest: _____

(SEAL)

Developer: CHANNING CORPORATION XV

By: _____

Attest: _____

(SEAL)

EXHIBIT 4

PROVENCE CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

Any term contained in these Rules and Regulations which is defined in the Declaration of Condominium of Provence, A Condominium shall have the same meaning as set forth in the Declaration of Condominium.

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by a Unit Owner on any part of the Common Elements without the prior written consent of the Association. An exception shall be signs for the Developer during construction and sale of the Units.

2. Unit Owners shall not be permitted to put their names on mail receptacles except in the proper places and in the manner prescribed by the Association for such purpose.

3. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated, or modified by any Unit Owner in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

4. No appurtenances may be attached to the roof in any manner without the written approval of the Board of Directors.

5. The balconies, patios and Courtyards shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, nor for cleaning of rugs or other household items.

6. The walkways, entrances and rights-of-way of the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from the Condominium and the Units.

7. Nothing shall be hung from the windows or balconies; neither shall any linens, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

8. No Unit Owner shall request or cause any employee of the Association to do any private business of such Unit Owner, except as shall have been approved in writing by the Association.

The Association's personnel and staff are compensated adequately and no gratuities are to be given them. This is not to preclude appropriate remembrances at holidays or other special occasions.

9. No Unit Owner or his family members, invitees or lessees shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners.

10. No radio or television installation requiring additional wiring or antennas shall be made without the written consent of the Association. Any antenna or other wiring erected on the roof or exterior walls of the Condominium without the consent of the Association in writing is subject to being removed without notice; however, the foregoing consent shall be deemed granted as to any antenna or other wiring erected pursuant to an agreement between a cable operator and either the Association or the Developer.

11. Children shall be allowed to play only in those areas designated for play from time to time by the Association.

12. The Condominium Property may not be used for storage of boats, trucks, trailers or other vehicles other than four wheel passenger vehicles, except in a garage included within a Unit totally isolated from public view or in areas, if any, specifically designated by the Association for such purposes. Notwithstanding the foregoing, however, standard size panel vans and trucks which fit within a standard size parking space may be parked on the Common Elements. Nothing herein shall be interpreted to restrict the use of trucks on the Condominium Property which are furnishing goods and services being used, or for construction purposes during daylight hours, in the ordinary course of business.

13. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand on any of the Common Elements, except within a Courtyard or in areas specifically designated for such purposes.

14. No vehicle belonging to a Unit Owner, a member of the family of a Unit Owner, or a guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to another Unit Owner's assigned parking space or garage. Unit Owners, their employees, servants, agents, visitors, lessees and family will obey all posted parking regulations. No maintenance or repair of any vehicles shall be made on the Condominium Property except in a garage totally isolated from public view.

15. Except in an emergency, the blowing of any horn from any vehicle which is upon or approaching any of the driveways or parking areas serving the Condominium Property is prohibited.

16. Unit Owners shall be held responsible for the actions of their children, other family members, guests, lessees and invitees.

17. Food and beverages may not be prepared or consumed on the Common Elements except within a Courtyard or in accordance with regulations which may be promulgated from time to time by the Association.

18. Complaints regarding the management of the Units and/or grounds or regarding actions of other Unit Owners shall only be made in writing to the Association.

19. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time.

20. These Rules and Regulations may be modified, added to or repealed at any time by the Board.

By Resolution of the Board of Directors
PROVENCE CONDOMINIUM ASSOCIATION, INC.

DECLARATION OF MAINTENANCE COVENANTS

38801

FOR

VIA VERDE

THIS DECLARATION, Made this 17th day of May, A.D., 1975, by ARVIDA CORPORATION, a Delaware corporation, hereinafter called "Developer", which declares that the real property described in Exhibit A, which is owned by Developer, hereinafter called "Via Verde", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Via Verde Homeowners Association, Inc., a Florida corporation not for profit, the Charter and By-Laws of which are attached hereto and made a part hereof as Exhibits B and C. This is the Declaration of Maintenance Covenants for Via Verde to which the Articles of Incorporation and By-Laws of the Association make reference.

(b) "Developer" shall mean and refer to Arvida Corporation, its successors or assigns.

(c) "Via Verde" shall mean and refer to the real property described in Exhibit A attached hereto.

(d) "Lot" shall mean and refer to any platted subdivision or other lot or parcel of land and any condominium dwelling unit in any condominium in the property described in Exhibit A attached hereto.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of Via Verde, including contract sellers (but not contract purchasers) and Developer.

(f) "Common Area" shall mean and refer to all real property and real property interests owned by the Association for the common use and enjoyment of the members, including the dominant interest in decorative and/or landscaping easements.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, is legally described on Exhibit A.

Section 2. Additions or Withdrawals of Property. Additional lands may become subject to this Declaration, or lands described in Section 1 of this

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Article II, may be withdrawn from and relieved of the covenants, restrictions, easements, charges and liens of this Declaration, in the following manner:

(a) Additions of Property. Developer, its successors or assigns, shall have the right, at any time and from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional property shall be adjacent to property already subject to this Declaration, (ii) the addition of such property shall not materially increase the annual assessments or charges against lots, and the owners thereof, of property already subject to this Declaration, and (iii) such additional properties, and the owner or owners thereof, shall be and become, upon addition to the lands subject to this Declaration, subject to assessment for their just share of Association expenses.

(b) Withdrawal of Property. Developer, its successors or assigns, shall have the right, at any time and from time to time, to withdraw from the scheme of this Declaration any property or properties described in Section 1 of this Article II, or any properties hereafter added to the scheme of this Declaration pursuant to Section 2(a) of this Article II, provided that (i) no properties shall be withdrawn if the effect of such withdrawal would be to completely sever the lands remaining subject to this Declaration, it being the scheme of this Declaration that no parcel of land subject to this Declaration shall ever be non-contiguous to at least one other parcel of land subject to this Declaration (parcels of land separated only by a public or private road, street or right-of-way being considered as contiguous), (ii) the withdrawal of such property shall not materially increase the annual assessments or charges against lots, and the owners thereof, then remaining subject to this Declaration, and (iii) Developer shall be the owner of any parcel or parcels withdrawn.

(c) Supplementary Declaration. The addition of property to, or the withdrawal of property from, this Declaration shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration of Maintenance Covenants with respect to the property to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or the other owners and/or mortgagees of land in Via Verde.

ARTICLE III

PROPERTY RIGHTS

Section 1. Title to Common Area. Developer will convey to the Association, at such time as Developer in its sole discretion deems appropriate, the title to any private roads not dedicated to public use, lake bottoms and other areas which are for the use and benefit of all owners of property in Via Verde, subject to any mortgages for improvements to such common area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, and to perpetual non-exclusive easements for ingress to and egress from Developer's property in Via Verde for Developer, its invitees, licensees, successors and assigns. Provided that, any such roads, lake bottoms and other areas which are for the use and benefit of only the owners in and of a particular area may, at the discretion of Developer, be conveyed to a property owner's association for such area. Developer shall also assign to the Association, or to a property owner's association for a particular area, at such time as Developer in its sole discretion deems appropriate, the dominant interest in any landscaping and/or decorative easement benefitting all owners of property, or the owners of a particular area, in and of Via Verde.

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Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of either the Developer or of the Association (in accordance with its Articles and By-Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) All provisions of this Declaration, any plat of all or any part of the property in Via Verde, and the Articles and By-Laws of the Association;

(e) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting

ARTICLE IV

MAINTENANCE ASSOCIATION

The Developer has caused to be incorporated pursuant to Chapter 517, Florida Statutes, a corporation not for profit known as VIA VERDE HOME-OWNERS ASSOCIATION, INC., in accordance with the Articles of Incorporation of which a copy is annexed hereto as Exhibit B and made a part hereof by reference. The Articles of Incorporation of said Association, and its By-Laws, of which a copy is annexed hereto as Exhibit C and made a part hereof by reference, authorize, in its discretion, its dissolution in the event of annexation of the land comprising Via Verde by a municipality, and provide for the exercise of architectural control of improvements constructed in Via Verde.

ARTICLE V

PERIMETER AND ROADWAY LANDSCAPING

Section 1. Maintenance Duty of the Association. The duties and functions of the Association shall include, but not be limited to, the maintenance, repair and replacement of landscaping, including, without limitation, grass, sod, bushes, shrubs, trees and other plants and vegetation, and related equipment and apparatus, if any, and decorative landscape treatments, including, without limitation, landscape mounds, walls, fences, gates, guardhouses or similar shelters, and related or similar structures and facilities, located on the perimeter of Via Verde and/or bordering upon, or upon medians or dividers of, the principal arterial roadways surrounding, in and of Via Verde. All costs and expenses of the Association related to or arising out of the maintenance, repair and replacement of the aforesaid perimeter and roadway landscaping shall be kept and recorded in separate books and records of account of the Association maintained for that purpose.

Section 2. Perimeter and Roadway Landscape Assessment. The

Developer, for each Lot owned by it within Via Verde, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association, for maintenance, repair or replacement by the Association of and to the perimeter and roadway landscaping: (1) any annual assessments or charges, and (2) any special assessments for capital improvements or major maintenance, repair or replacement (all of the foregoing being sometimes referred to herein as the "Perimeter and Roadway Landscape Assessment"). All such assessments, together with interest thereon from due date at the rate of ten percent (10%) per annum and costs of collection there including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Perimeter and Roadway Landscape Assessment in any manner whatsoever.

Section 3. Purpose of Perimeter and Roadway Landscape Assessment. The Perimeter and Roadway Landscape Assessment levied by the Association shall be used exclusively for the purpose of maintaining, repairing and replacing the land, landscaping and improvements described in Section 1 of this Article V, and fulfilling all and any obligations of the Association with respect thereto.

Section 4. Maximum Annual Perimeter and Roadway Landscape Assessment. Notwithstanding that all costs and expenses of the Association related to or arising out of the Perimeter and Roadway Landscape Assessment shall be kept and recorded in separate books and records of the Association maintained for that purpose, the total annual Perimeter and Roadway Landscape Assessment shall be considered as part of the other annual assessments of the Association for the purpose of computing the total annual assessment against property in Via Verde as set forth in Section 3, Article VI of this Declaration.

Section 5. Collection, Enforcement and Applicability of Assessment and Lien. The amount of the Perimeter and Roadway Landscape Assessment against each Lot, the date of commencement of the annual Perimeter and Roadway Landscape Assessment and the due date thereof, the duties of the Board of Directors with respect thereto, the effect of non-payment of the Perimeter and Roadway Landscape Assessment, the lien and remedy of the Association, the subordination of the lien of the Perimeter Roadway and Landscape Assessment to mortgages, and the exemption of property from the Perimeter and Roadway Landscape Assessment shall all be as set forth in Article VI of this Declaration for the other maintenance assessments by and of the Association.

Section 6. Estancia. It is the intent of this Declaration that, except for the Perimeter and Roadway Landscape Assessment, land in Estancia (described in Exhibit "A" attached hereto), and the Owners thereof, shall be exempt from any assessment by the Association.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within Via Verde, excluding lots in the subdivision known as "Estancia" (described in Exhibit A to this Declaration), hereby covenants, and each Owner of any Lot, excluding Lots in Estancia, (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed

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or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvement or major repair, and (3) exterior maintenance assessments (as set forth hereinafter excluding, however, the Perimeter and Roadway Landscape Assessment; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from date at the rate of ten percent (10%) per annum and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied under this Article VI by the Association shall be used exclusively for the purpose of promoting the recreationk health, safety, and welfare of the residents in Via Verde and in particular for the improvement and maintenance of the Common Area, including, but not limited to, the cost of street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it, but excluding the Perimeter and Roadway Landscaping, for the maintenance of which provision is made in Article V of this Declaration.

Section 3. Maximum Annual Assessments. Except as herein provided, the total annual assessment against all property in Via Verde, including funds for special improvement projects, capital improvements and the Perimeter and Roadway Landscape Assessment, shall in no event exceed five (5) mills of the assessed value of Via Verde as determined on a yearly basis by the tax assessor of Palm Beach County, Florida. The Board of Directors of the Association shall fix the assessments, and due date(s) thereof, in accordance with the projected financial needs of the Association. This maximum does not apply to the assessment for exterior maintenance provided for hereinafter. The Board of Directors may, in its complete and sole discretion, exempt all the Lots in a platted subdivision or all the dwellings in a condominium for such portion or portions of the assessment as are applicable to roads or other parcels of Common Area not benefitting such Lots or dwellings. By the vote of 2/3 of the members of the Board of Directors of the Association, the maximum amount of the assessments may be varied from the amount hereinabove set forth

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in advance, in periodic installments if so determined by said Board.

The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

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Notwithstanding any other provision herein contained, the Board of Directors may cooperate with any property owner's association in any area of Via Verde and/or with any condominium association which administers the affairs of a condominium located in Via Verde, in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment: The Lien; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herei (a) all land in Via Verde to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof, owned in fee simple by the Association; (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association. Provided that notwithstanding any provision herein, or in the Articles or By-Laws of the Association, no Owner of property exempt from assessment by the Association shall have the right to vote on, or otherwise participate in, the affairs of the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the

Common Area, the Association may provide exterior maintenance upon any structure on any Lot needing same in the Association's opinion, including pair repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements; provided, however, that to the extent such maintenance is or could be provide and performed by a property owner's association for the area in which any su Lot is located, such maintenance shall not be duplicated, provided or perform by the Association.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Lo and obligation of the Owner and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 3. Access at Reasonable Hours. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any living unit at reasonable hours on any day except Saturday or Sunday.

ARTICLE VIII

ARCHITECTURAL CONTROL

No structure or improvement, including without limitation, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any Lot nor shall any addition to or change or alteration therein be made until the plans, specificatio and location of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the architectural control committee thereof. Provided that, if the Lot to be improved or upon which the structure is to be placed, erected or maintained is then subject to architectural control, pursuant to recorded covenants and/or restrictions, by a property owner's association for the area in which the Lot is located, the procedures for architectural control and approval by that property owner's association shall take precedence, and no approval by or for the Association shall be necessary or required.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforce able by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restriction shall be by any proceeding at law or in equity against any person or persons

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violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Subdivision Use Restrictions. Subdivision use restrictions may be filed in connection with any plat of all or any part of Via Verde provided same do not conflict with the provisions hereof.

Section 6. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

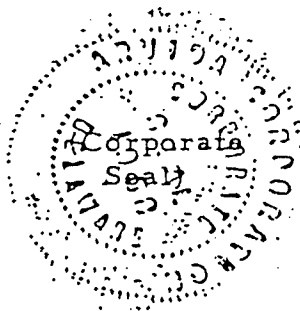
ARVIDA CORPORATION

By: *[Signature]*

Vice President

ATTEST:

Joan C. Steen
Assistant Secretary



STATE OF FLORIDA

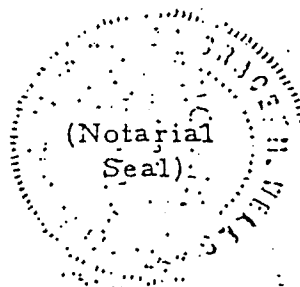
)

SS.

COUNTY OF PALM BEACH

)

The foregoing instrument was acknowledged before me this 13th day of April, 1975, by Richard W. Miller and Joan C. Steen, Vice President and Assistant Secretary, respectively, of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.



Grace M. Lucas

Notary Public

State of Florida at Large

My Commission Expires:

REC-2413 FILE 1942

EXHIBIT A

TO

DECLARATION OF COVENANTS AND RESTRICTIONS FOR VIA VERDE

A parcel of land lying and being in Sections 16, 22 and 23, Township 47 S, Range 42 E., more particularly described as follows:

The Southeast $\frac{1}{4}$ of Section 16, Township 47 S, Range 42 E, lying 102.0 feet Southerly from the centerline of State Road 808 (Boca Raton West Road) as recorded in Road Book 4, Pages 5 through 14, also: the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 16, lying 102.0 feet Southerly from the centerline of said State Road 808; and all of the North $\frac{1}{2}$ of Section 22, Township 47 S, Range 42 E; LESS THAT PART described as follows: Beginning at a point on the South line of said North $\frac{1}{2}$ of Section 22, a distance of 159.03 feet East of the West $\frac{1}{4}$ corner thereof; thence North $0^{\circ}10'25''$ East parallel with the West line of said Section, a distance of 735 feet; thence North $89^{\circ}30'47''$ East parallel with the South line of said North $\frac{1}{2}$ of said Section 22, a distance of 720 feet; thence South $0^{\circ}10'25''$ West parallel with the West line of said Section 22, a distance of 735 feet to the South line of the North $\frac{1}{2}$ of said Section 22; thence South $89^{\circ}30'47''$ West along said South line of the North $\frac{1}{2}$ of said Section 22, a distance of 720 feet, more or less, to the Point of Beginning; ALSO LESS THAT PART taken for Jog Road and Powerline Road; and the Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 47 S, Range 42 E; less the North 80 feet, the East 67.5 feet and the South 100 feet of said Southwest $\frac{1}{4}$, AND LESS the East 63.36 feet and the South 40 feet of said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$.

AND

All of Estancia, according to the Plat thereof as recorded in Plat Book 30, at Pages 169 and 170, of the Public Records of Palm Beach County, Florida (sometimes referred to in the foregoing Declaration as "Estancia");

AND

A parcel of land in Section 15, Township 47 S, Range 42 E, Palm Beach County, Florida described as follows:

Beginning at the Southeast corner of Section 15, Township 47 S, Range 42 E; thence North $0^{\circ}00'27''$ East along the East line of said Section 15, a distance of 671.48 feet, more or less, to the North line of the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 15; thence South $89^{\circ}42'09''$ West along said North line, a distance of 200.0 feet; thence North $0^{\circ}00'27''$ East parallel with the East line of said Section 15, a distance of 646.79 feet, more or less, to the point of intersection with the South right-of-way line of Boca Raton West Road (State Road 808), said point of intersection being 40 feet South of, as measured at right angles to the centerline of said road as recorded in Road Plat Book 4, Pages 5 through 14; thence North $89^{\circ}02'15''$ West along said South right-of-way line, 40 feet South of and parallel to the

E:2413 PAGE 1943

CERTIFICATE OF AMENDMENT
TO DECLARATION OF MAINTENANCE COVENANTS
OF VIA VERDE HOMEOWNERS' ASSOCIATION, INC.

The undersigned President and Secretary of Via Verde Homeowners' Association, Inc., a Florida corporation not for profit, hereby certify that the Corporation's Declaration of Maintenance Covenants, as recorded in Official Records Book 2413, at Pages 1935 through 1959, and any amendments or supplements thereto, of the Public Records of Palm Beach County, Florida, have been duly amended by the Board of Directors of the Corporation, in accordance with the provisions of the Articles of Incorporation and Section 617.02, Florida Statutes, to insert the landscaping and landscape treatments attached hereto as Easements 1 through 7.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed its corporate seal this 23rd day of July, 1982.

VIA VERDE HOMEOWNERS' ASSOCIATION,
INC.

By Craig G.J. Robelen
President

Attest Grace M. Wells
Secretary

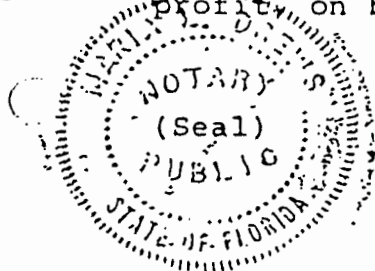
(Seal)

STATE OF FLORIDA

:
SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of July, 1982, by Craig G.J. Robelen and Grace M. Wells, as President and Secretary, respectively, of Via Verde Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation.



Shirley S. Davis
Notary Public
State of Florida at Large
My Commission Expires Feb. 23, 1983
Bonderd Three Troy Fair-Insurance, Inc.

This Instrument was prepared by:
Jeri Poller, Esq.
Arvida Corporation
5550 Glades Road
Boca Raton, Florida
33432

RESOLUTION

WHEREAS, the Declaration of Maintenance Covenants for Via Verde (the "Declaration") dated April 18, 1975, filed for record May 1, 1975 and recorded in Official Records Book 2413, at Page 1935, of the Public Records of Palm Beach County, Florida, provides, in Article V thereof that the Via Verde Homeowners Association, Inc. (the "Association") will maintain, repair and replace landscaping, including vegetation and decorative landscape treatments and related or similar structures and facilities, on the perimeter of Via Verde, or in medians or dividers of principal arterial roadways surrounding and in Via Verde and that the cost thereof will be assessed to property owners within Via Verde as the Perimeter and Roadways Landscape Assessment; and,

WHEREAS, the Declaration further provides, in Article VI, that the Board of Directors of the Association may, in its complete and sole discretion, exempt lots in a platted subdivision, or dwellings in a condominium, from portions of the assessments not benefitting such lots or dwellings; and

WHEREAS, in connection with the development of Town Place, Arvida Corporation, as the developer of Via Verde, is constructing and installing landscaping and landscape treatments as follows:

Within the attached landscape easements labeled Easement 1 through Easement 7;

Within the median of St. Andrews Blvd. between Palmetto Park Road West and Verde Trail South;

Within a 100 foot strip of land designated as a buffer area for the Via Verde P.U.D. along the north side of the right of way line of Palmetto Park Road West between the west right of way line of Milita Trail and the west boundary of the Southwest One-quarter of Section TWSP 47 South, Range 42 East, Palm Beach County, Florida;

which will be maintained by the Association, and the cost of which maintenance would be included in the Perimeter and Roadway Landscape Assessment, but which, in the unanimous opinion of the Board of Directors, will benefit principally owners of property within Town Place.

BE IT THEREFORE RESOLVED, that all lots and dwellings within Via Verde, other than lots and dwellings included within Town Place, are hereby declared to be exempt from the full assessment for that portion of the Perimeter and Roadway Landscape Assessment related to maintenance, repair or replacement of and to the above-described landscaping and landscaping easements, which, in the opinion of the Board of Directors, benefit principally properties within Town Place.

IT IS FURTHER RECOGNIZED, that St. Andrews Boulevard being a main artery for the Via Verde area, that a portion of the landscape and irrigation maintenance cost shall be borne by the total Via Verde community. That portion shall be based on a similar square footage median maintenance cost to that which the Via Verde Association incurs for the Glades Road median. This square footage maintenance cost shall be applied to the total square footage of the median of St. Andrews Boulevard between Palmetto Park Road West and Verde Trail South to calculate that portion of the maintenance and repair expense to be borne by the full membership of the Via Verde Homeowners Association.

B3781 P0112

[illegible]

I hereby certify that the attached Legal Description and Graphic Depiction thereof, are true and correct to the best of my knowledge and belief.

MICHAEL G. PURMORT & ASSOCIATES, INC.

MICHAEL G. PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

FOR: ARVIDA CORPORATION

LAND SURVEYORS • PLANNERS
1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441
(305) 421-9101

NOTE: The undersigned and MICHAEL A. PURMORT & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights of way, set back lines, reservations, agreements and other similar matters, and, therefore, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification standards shown herein were not abstracted for right of way and/or easements of record.

[illegible]

DESCRIPTION:

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at Point "A", as shown on the plat of VERDE TRAIL SOUTH AND ST. ANDREWS BOULEVARD OF VIA VERDE - P.U.D., as recorded in Plat Book 35, Pages 190, 191 and 192 of the Public Records of Palm Beach County, Florida, said point being the intersection of St. Andrews Boulevard and Verde Trail South; thence North 75°38'22" East, along the centerline of said Verde Trail South, a distance of 85.82 feet; thence North 14°21'38" West, a distance of 35.00 feet to a point on the Northerly Right-of-Way of Verde Trail South, as shown on the plat of PLAT NO. 2 VERDE TRAIL SOUTH OF VIA VERDE - P.U.D., as recorded in Plat Book 38, Page 130 of the Public Records of Palm Beach County, Florida, and being the Point of Beginning of this description; thence North 58°34'54" West, a distance of 35.83 feet to a point on the arc of a circular curve to the right, whose radius point bears North 77°59'34" East; thence Northerly, along the arc of said curve and being the Easterly Right-of-Way of said St. Andrews Boulevard, having a radius of 2231.83 feet, an arc distance of 137.05 feet; thence North 78°08'22" East, a distance of 42.43 feet; thence South 11°51'38" East, a distance of 98.00 feet; thence South 56°51'38" East, a distance of 22.62 feet; thence South 78°08'22" East, a distance of 98.00 feet; thence South - 11°51'38" East, a distance of 41.81 feet, to a point on the said Northerly Right-of-Way of said Verde Trail South; thence South - 75°38'22" West, along the said Northerly Right-of-Way, a distance of 132.41 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, containing .2751 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

UNCLASSIFIED

Bearings shown here are based upon the referenced plats.

All corners are iron rods with cap NF-2539.

Landscape wall is proposed and based upon information supplied by client.

CERTIFICATE:

I hereby CERTIFY that the attached sketch of survey of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction in ~~December 1901~~.

DATED: 12-23-81

MICHAEL G. PURMORT & ASSOCIATES, INC.

THIS LETTER AND CATALOGUE
UNLESS IT BEARS AN ORIGINAL
AND AN EMBOSSED SURVEYOR'S SEAL

MICHAEL G. PURNORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

SKETCH OF SURVEY FOR: ARVIDA CORPORATION

MICHAEL G. PURMORT & ASSOCIATES, INC.

LAND SURVEYORS · PLANNERS
1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441

(305) 421-9101

NOTE: The undersigned and MICHAEL G. PURMORT & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights of way, set back lines, reservations, agreements and other similar matters, and therefore, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown herein were not abstracted for right of way and/or easements of record.

[illegible]

Z ~~_____~~

ASSESSMENT of

VERDE TRAIL SOUTH AND
ST. ANDREWS BOX EVARD

PARCEL "A"

PLEASE
AND SCAD EASEMENT

I hereby CERTIFY that the attached sketch of survey of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction in December, 1901.

MICHAEL G. PURMORT & ASSOCIATES, INC.

2 PALMETTO PARK ROAD

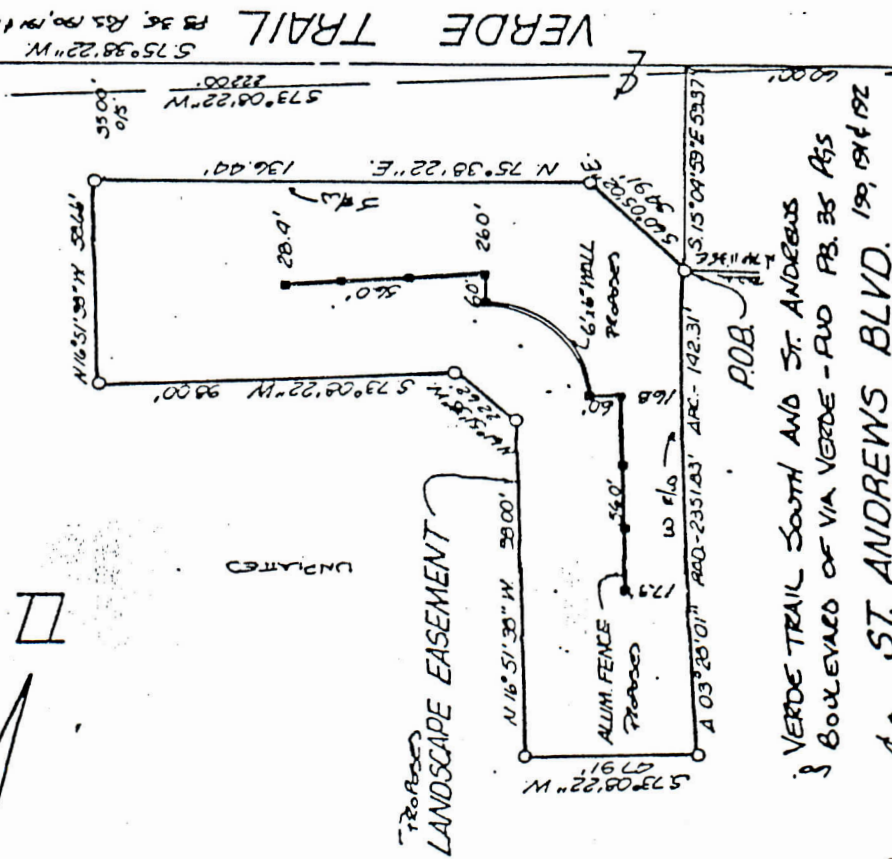
**MICHAEL G PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA**

[illegible]

LAND SURVEYORS • PLANNERS
1300 E. H. LLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441
(305) 421-9101

DESCRIPTION:

THIS SURVEY CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS ADOPTED BY THE FLORIDA STATE BOARD OF LAND SURVEYORS ON SEPTEMBER 1, 1981.



EASEMENT 3

VERDE TRAIL SOUTH AND ST. ANDREWS
BOULEVARD OF VIA VERDE - FWD PG. 35 PG. 35
ST. ANDREWS BLVD. 190 194

Plant "A"

CERTIFICATE:

I hereby CERTIFY that the attached sketch of survey of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction in December, 1901

DATED: 12-23-01

Bearings shown here are based upon the referenced plats.

All corners are iron rods with cap #F-2539.

Landscape wall is proposed and based upon information supplied by client.

MICHAEL B. PURMORT & ASSOCIATES, INC.

MICHAEL G. PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

SKETCH OF SURVEY FOR: ARVIDA CORPORATION

MICHAEL G. PURMORT & ASSOCIATES, INC.

LAND SURVEYORS · PLANNERS
1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441

421-9101

NOTE :

the undersigned and MICHAEL G. PURMORT & ASSOCIATES, INC., make no representations or guarantees as to the information received hereon pertaining to assessments, rights of way, set backs, easements, reservations, agreements and other similar matters, and, further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Assessments shown hereon were not abstracted for right of way and/or easements of record.

[illegible]

... THE ELECTRIC STATE MACHINE CO. ...
... NO. 100 ...
... 100 ...

DATED: 12-23-81

MICHAEL J. PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

THIS LETTER AND/OR AFFIDAVIT IS NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND AN ENDOSSSED SURVEYOR'S SEAL.

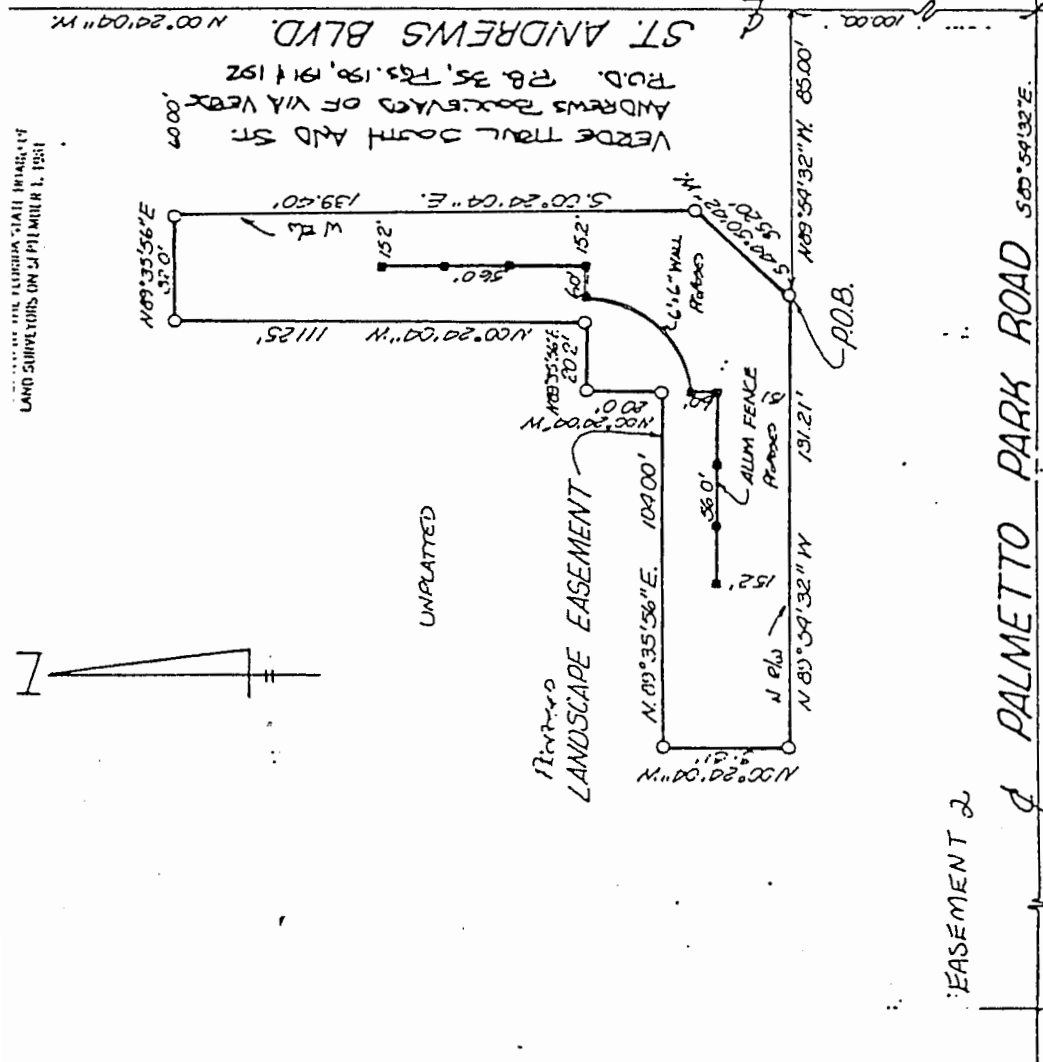
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NOTE: The undersigned and MICHAEL D. PURMORT & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights of way, wet back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown herein were not abstracted for right of way and/or easements of record.

SKETCH OF SURVEY FOR: ARVINDA CORPORATION

MICHAEL G. PURMORT & ASSOCIATES, INC.
LAND SURVEYORS • PLANNERS
1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441.
(305) 421-9101

B3781 P0108



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20 017601: 31416 4000001 411 01 01 10 4
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A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County Florida, being more particularly described as follows:

Commencing at Point A, as shown on the plat of VERDE TRAIL SOUTH AND ST. ANDREWS BOULEVARD OF VIA VERDE - P.U.D., as recorded in Plat Book 35, Pages 190, 191, and 192 of the Public records of Palm Beach County Florida, said point being the intersection of St. Andrews Boulevard, and Verde Trail South; thence North 75°38'22" East, along the said centerline of said Verde Trail South, a distance of 85.82 feet; thence South 14°21'38" East, a distance of 35.00 feet to a point on the Southerly Right-Of-Way of Verde Trail South as shown on the plat of PLAT NO. 2 VERDE TRAIL SOUTH OF VIA VERDE - P.U.D., as recorded in Plat Book 38, Page 130, of the Public Records of Palm Beach County, Florida, and being the Point of Beginning of this description; thence North 75°38'22 East, along the said Southerly Right-Of-Way, a distance of 132.41 feet; thence South 16°51'38" East, a distance of 41.81 feet; thence South 73°08'22" West a distance of 98.00 feet; thence South 28°08'22" West, a distance of 22.62 feet; thence South 16°51'38" East, a distance of 98.00 feet; thence South 73°08'22" West, a distance of 42.43 feet to a point on the arc of a circular curve to the right, whose radius point bears North 70°33'47" East; thence Northerly along the arc of said curve, and being the Easterly Right-Of-Way of said St. Andrews Boulevard, having a radius of 2231.83 feet, an arc distance of 137.05 feet; thence North 29°51'37" East, a distance of 35.83 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing .2751 acres more or less.

Subject to all easement, reservations and rights-of-way of record.

Bearings shown here are based upon the referenced plats.

I hereby CERTIFY that the attached sketch of survey of the above
described property is true and correct to the best of my knowledge
and belief as surveyed under my direction in December, 1961.

DATED: 12-23-01

Landscape wall is proposed and based upon information supplied by client.

MICHAEL B. PURMORT & ASSOCIATES, INC.

THIS LETTER AND/OR AFFIDAVIT IS VOID
UNLESS IT BEARS AN ORIGINAL SIGNATURE
AND AN EMBOSSED SURVEYOR'S SEAL

MICHAEL G. PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

[illegible]

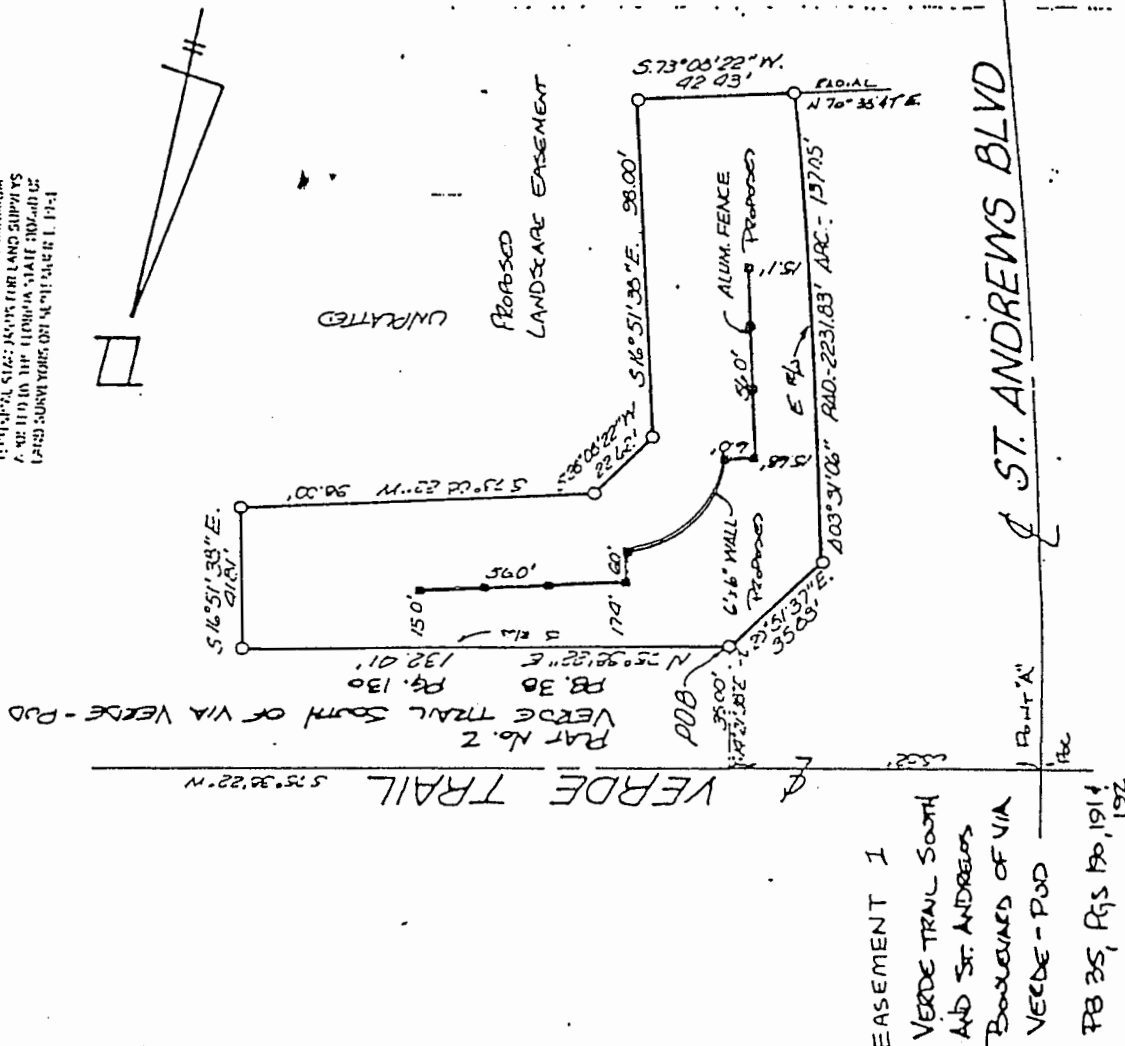
NOTE:
The undersigned and MICHAEL Q. PURMORT & ASSOCIATES, INC. make no representations or warranties as to the information reflected herein pertaining to easements, rights of way, wet back lines, reservations, agreements and other similar matters, and, further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verifications.
Lands shown herein were not abstracted for rights of way and/or easements of record.

SKETCH OF SURVEY FOR: ARVIDA CORPORATION

MICHAEL G. PURMORT & ASSOCIATES, INC.

LAND SURVEYORS • PLANNERS
1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441

(305) 421-9101



ARTICLES OF INCORPORATION

OF

VIA VERDE HOMEOWNERS ASSOCIATION, INC.
(A corporation not for profit)

ARTICLE I

NAME

The name of this corporation shall be VIA VERDE HOMEOWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

(a) To promote the health, safety and social welfare of the owners of property within that area described in Article IV hereof, which area will be hereinafter referred to as "Via Verde".

(b) To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, structures, and other improvements in Via Verde for which the obligation to maintain and repair has been delegated and accepted.

(c) To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Via Verde, as well as the alteration, improvement, addition or change thereto.

(d) To control and maintain the waterways, lakes and ponds in Via Verde.

(e) To provide or provide for private security, fire protection, and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in Via Verde.

(f) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(g) To operate without profit for the sole and exclusive benefit of its members.

REC-2413 PAGE 1945

ARTICLE III
GENERAL POWERS

The general powers that the Association shall have are as follows:

- (a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.
- (b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- (c) To delegate power or powers where such is deemed in the interest of the Association.
- (d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
- (e) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with property owners' associations, including condominium associations, for the collection of such assessments.
- (f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.
- (g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- (h) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- (i) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV
MEMBERS

(a) The Members shall consist of the property owners in Via Verde, the property comprising Via Verde being described in section (b) of this Article, and all such property owners shall be members of the Association. There shall be three classes of members, as follows:

(1) Class A Members. Class A members shall be all owners of residential Lots in Via Verde, except the Class C member. Owners of residential Lots shall automatically become Class A members upon purchasing said Lots.

ARTICLE VI
BOARD OF DIRECTORS

(a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. There shall be three (3) Directors appointed by the Class C member and a total of two (2) Directors elected by the Class A and Class B members as a class so long as the Class C member has the right to appoint a majority of the Board of Directors; thereafter, the Class C member shall appoint one (1) Director and the remaining directors shall be elected as provided hereinafter. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, and the term of office of the other elected Director shall be established at one (1) year. In addition, the Class C member shall appoint two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Class C member be removed except by action of the Class C member; nor can a Board member elected by Class A and Class B members be removed except by action of Class A and/or B members, acting as a class while the Class C member still has a right to appoint a majority of the Board and acting separately thereafter.

(b) At such time as the Class C member shall no longer have the right to appoint a majority of the Board of Directors, Class A and Class B members shall elect Board members separately for the Directors to which their respective voting rights entitle them. The percentage of Board members representing each class shall in such case be based on a fraction the numerator of which is the total amount of assessed value of property owned by the members of such class in Via Verde, and the denominator of which is the total amount of assessed value of property owned by Class A and Class B members in Via Verde. Fractions shall be rounded to the nearest whole number. At such time as Class A and Class B members elect Directors in separate elections, there shall be a separate Nominating Committee for each class.

(c) The names and residence addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1976 and until their successors are elected or appointed and have qualified, are as follows:

Alan T. Brown
209 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

Bill Shubin
2402 Bridgewood Drive, Apt. 2402
Boca Raton, Florida 33432

Richard L. Larsen
1025 N.W. 5th Avenue
Boca Raton, Florida 33432

Joan C. Styers
2628 N.E. 26th Terrace
Lighthouse Point, Florida 33064

Douglas G. Gordon
140 N.E. 30th Court
Fort Lauderdale, Florida 33334

ARTICLE VII

OFFICERS

(a) The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

(b) The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1976 and until their successors are duly elected and qualified are:

President	Alan T. Brown
Vice President	Bill Shubin
Secretary	Joan C. Styers
Treasurer	Douglas G. Gordon

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Via Verde (as the same is defined in the Declaration of Maintenance Covenants for Via Verde) shall be effective without the prior written consent of said Arvida Corporation, or its successor or assign, as Developer.

ARTICLE XI

SUBSCRIBERS

The names and residence addresses of the subscribers are as follows:

Alan T. Brown
207 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

REC-2413 JAN 1949

Richard L. Larsen
1025 N.W. 5th Avenue
Boca Raton, Florida 33432

Douglas G. Gordon
140 N.E. 30th Court
Fort Lauderdale, Florida 33334

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such act, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors.

who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be construed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all cost and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Class C member (or its predecessor in interest) shall be returned to the Class C member (whether or not a Class C member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(3) Remaining assets shall be distributed among the members, subject to the limitation set forth below, each member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of Via Verde. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of

an appropriate decree as set forth in Fla. Stat. Ann. §617.05 or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of Via Verde by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

ARTICLE XV
DEFINITIONS

All terms used herein which are defined in the Declaration of Maintenance Covenants for Via Verde shall be used herein with the same meanings as defined in said Declaration.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 10 day of April , 1975.

R. L. Larsen (SEAL)

Douglas G. Gordon (SEAL)

Alan T. Brown (SEAL)

STATE OF FLORIDA)
SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10 day of April , 1975 by R.L. Larsen, Douglas G. Gordon and Alan T. Brown.

(Notarial
Seal)

(affixed)

Margaret A. Donatiu
Notary Public
State of Florida at Large
My Commission Expires: February 13, 1976

2413 PAGE 1952

Upon a meeting of the Board of Directors of Via Verde Homeowners' Association, Inc., duly called on September 6, 1978 and approval of the Resolution to amend the Articles of Incorporation as to Article IV(a) 1) and 2) and Article V(b) and (c); it was Resolved that:

Article IV(a) 1) and 2) shall be amended as follows:

- 1) CLASS A MEMBERS. Class A Members shall be all owners of residential platted property in Via Verde, except the Class C Member. Owners of residential platted property shall automatically become class A Members upon purchasing said platted residential property.
- 2) CLASS B MEMBERS. Class B Members shall be all property owners other than the Class C Member and owners of residential platted property in Via Verde. Owners of such property shall automatically become Class B Members upon the purchase of such property.

Article IV(a) 3) and (b) shall remain as presently drafted.

Article V(b) and (c) shall be amended as follows:

- (b) Class A Members in Via Verde shall be represented solely and exclusively by the condominium or homeowners' association, through a representative thereof, to which they belong. Each condominium or homeowners' association in Via Verde shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to a condominium association shall be to that representative. Only that representative shall have the right to attend and participate in meeting of the Association. The total assessed value of all property in Via Verde owned by any particular Class A Member shall determine the number of votes to which such Class A Member is entitled.
- (c) Class B Members may represent themselves. The total assessed value of all property in Via Verde owned by any particular Class B Member shall determine the number of votes to which such Class B Member is entitled.

Article V(a) (d) and (e) shall remain as presently drafted.

(SEAL)

(SEAL)

James R. Martelli PRESIDENT

Grace M. Willis SECRETARY

AS TO ARVIDA CORPORATION

[Signature] (SEAL)

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared James R. Martelli and Grace M. Willis, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named Via Verde Homeowners' Association, Inc., a Corporation not for profit, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

This instrument was prepared by:
Jeri L. Porter, Esq.
Arvida Corporation
993 S. Federal Highway
Boca Raton, Florida
33432

7 2900 M 286

1170

Return to: Gold Coast Title Co. West
7000 N. Camino Real
Boca Raton, Florida 33433

WITNESS my hand and official seal, this 20 day of October,
1978.

(Seal)

X. M. Paller
Notary Public
State of Florida at Large
My Commission Expires: ,

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27, 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared Richard W. Muller, to me well known and known to me to be the person described in and who executed the foregoing instrument as Vice President of the above named Arvida, a Delaware Corporation, and acknowledged to and before me that he executed such instrument as such Vice President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free and act and deed of said corporation.

WITNESS my hand and official seal, this 20 day of October,
1978.

(Seal)

X. M. Paller
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27, 1981
BONDED THRU GENERAL INS. UNDERWRITERS

NOV 25 1978

CORRECTIVE INSTRUMENT

State of Florida

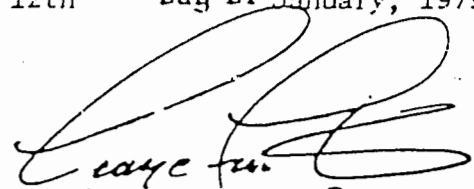


Department of State

I certify that the attached is a true and correct copy of an Amendment to Articles of Incorporation of VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, filed on November 6, 1978, as shown by the records of this office.

The charter number of this corporation is 732603.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 12th day of January, 1979.


Secretary of State



CER 101
12-78

10/15/79

Upon a meeting of the Board of Directors of Via Verde Homeowners' Association, Inc., duly called on September 6, 1978 and approval of the Resolution to amend the Articles of Incorporation as to Article IV(a) 1) and 2) and Article V(b) and (c), it was Resolved that:

Article IV(a) 1) and 2) shall be amended as follows:

- 1) CLASS A MEMBERS. Class A Members shall be all owners of residential platted property in Via Verde, except the Class C Member. Owners of residential platted property shall automatically become class A Members upon purchasing said platted residential property.
- 2) CLASS B MEMBERS. Class B Members shall be all property owners other than the Class C Member and owners of residential platted property in Via Verde. Owners of such property shall automatically become Class B Members upon the purchase of such property.

Article IV(a) 3) and (b) shall remain as presently drafted.

Article V(b) and (c) shall be amended as follows:

- (b) Class A Members in Via Verde shall be represented solely and exclusively by the condominium or homeowners' association, through a representative thereof, to which they belong. Each condominium or homeowners' association in Via Verde shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to a condominium association shall be to that representative. Only that representative shall have the right to attend and participate in meeting of the Association. The total assessed value of all property in Via Verde owned by any particular Class A Member shall determine the number of votes to which such Class A Member is entitled.
- (c) Class B Members may represent themselves. The total assessed value of all property in Via Verde owned by any particular Class B Member shall determine the number of votes to which such Class B Member is entitled.

Article V(a) (d) and (e) shall remain as presently drafted.

(SEAL)

James R. Montuori PRESIDENT

Grace M. Wilcox SECRETARY

AS TO ARVIDA CORPORATION

(SEAL)

[Signature] (SEAL)

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared James R. Montuori and Grace M. Wilcox, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named Via Verde Homeowners' Association, Inc., a Corporation not for profit, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.