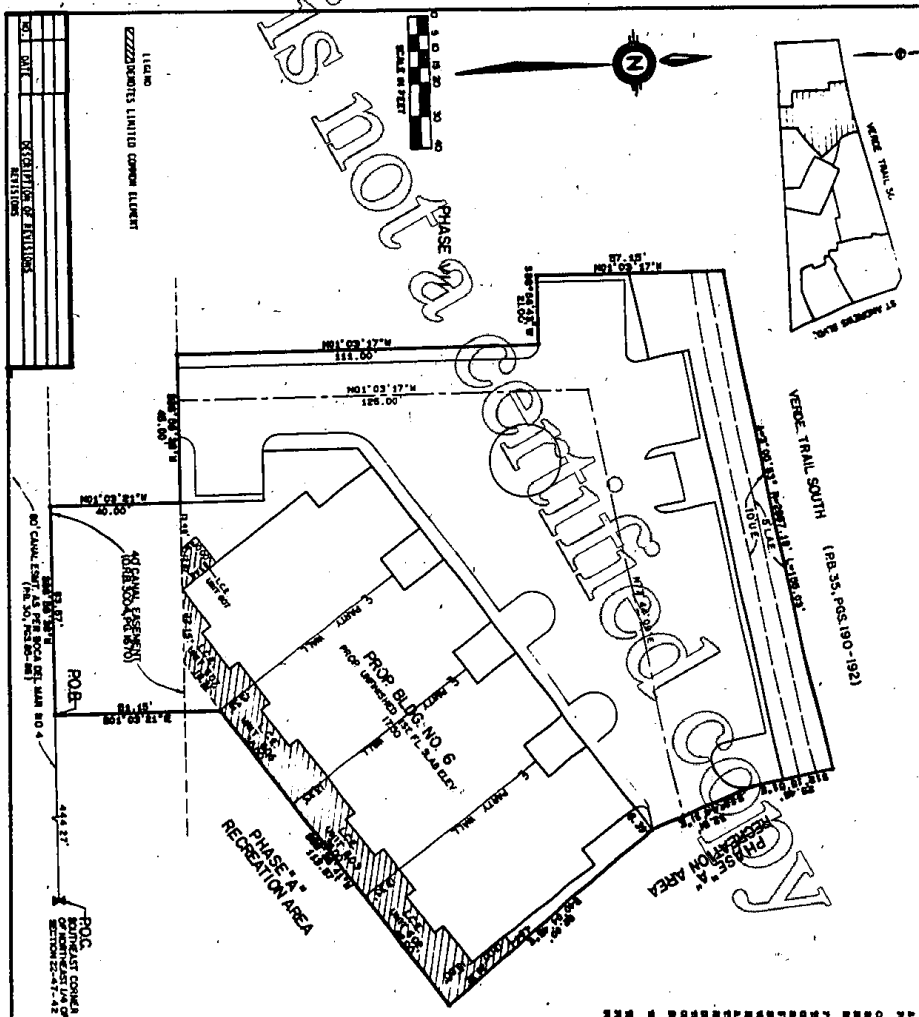


PHASE VI SURVEY.

**A SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS,
FOR PHASE VI**



PROJECT
A CHOCOLATE
PAKE VI
LAST SECTIONS

[illegible][illegible]

WILSON, A. BERT
NATIONAL LAB SCAVENGER
FLORIDA CERTIFIC NO. 4948

[illegible]

SET 1 OF 2

Mendley
Surveying and mapping
2228 So. Corporate Ave.
Suite 1-4
Ft. Worth, Texas 76104

B4558 P1751

Meridian
Surveying and mapping inc
225 St. Joseph Ave.
Box 3-4
Ft. Collins, CO 80502

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT L

DESCRIPTION OF UNITS IN PHASE VI

<u>Unit Type*</u>	<u>Number of Units</u>	<u>Number of Bedrooms Per Individual Unit</u>	<u>Number of Baths Per Individual Unit</u>	<u>Approximate Total Square Feet Per Individual Unit</u>
Type A		2	2	1,780**
Type B	4	3	2	2,100**

* Please refer to Exhibit P-6 to the Declaration to determine Unit numbers in Phase IV.

** These figures include balconies, patios and garages and if the Unit is located on the second floor, the first floor enclosed entry way.

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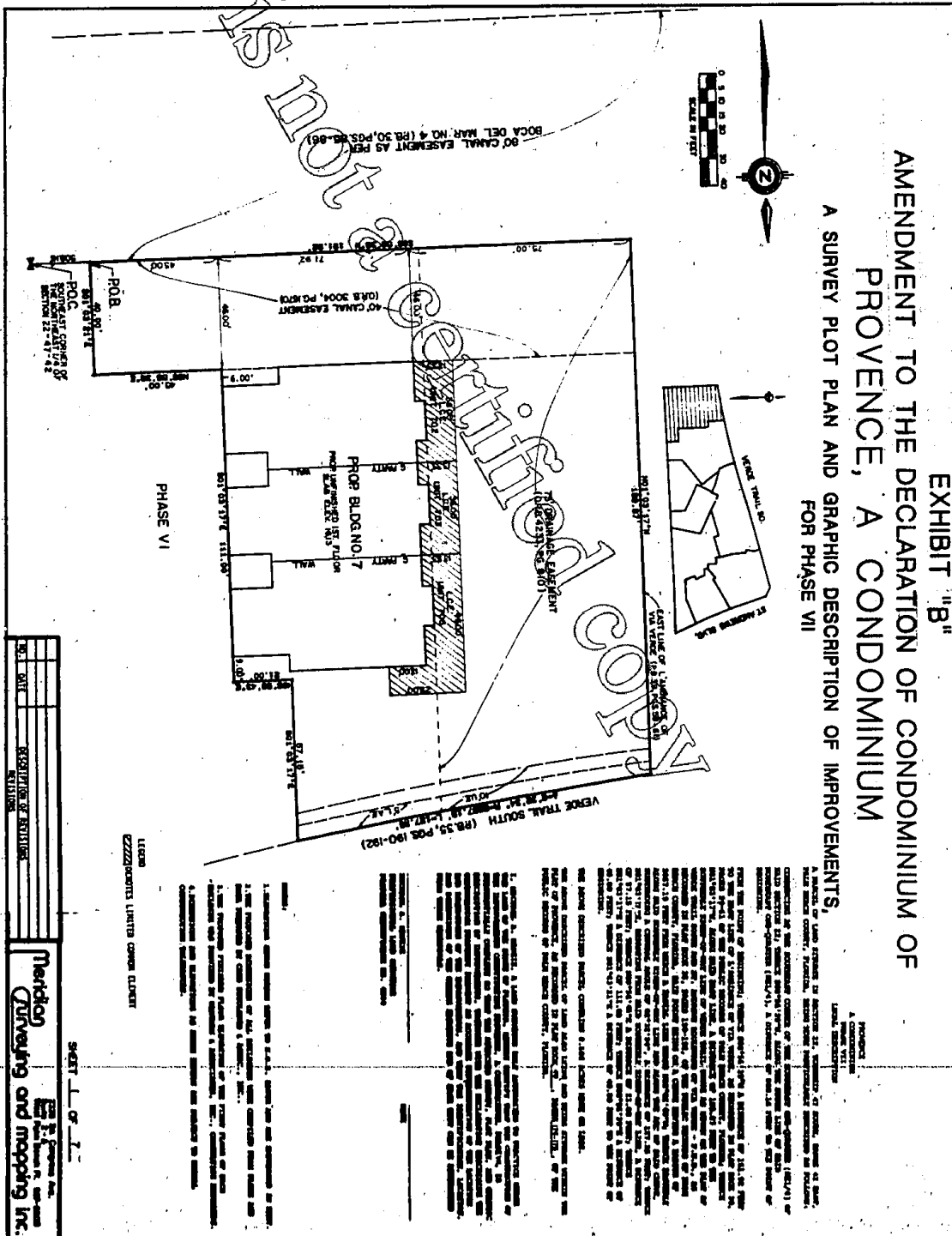
B4558 P1758

0079P-12

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT M

PHASE VII SURVEY



DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT N

DESCRIPTION OF UNITS IN PHASE VII

Unit Type*	Number of Units	Number of Bedrooms Per Individual Unit	Number of Baths Per Individual Unit	Approximate Total Square Feet Per Individual Unit
Type A	4	2	2	1,780**
Type B	4	3	2	2,100**

* Please refer to Exhibit P-7 to the Declaration to determine Unit numbers in Phase IV.

** These figures include balconies, patios and garages and if the Unit is located on the second floor, the first floor enclosed entry way.

B4558 P1760

PHASE A SURVEY

84558 P1761

[illegible]

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT P-1

EACH UNIT'S SHARE OF THE
COMMON-ELEMENTS, COMMON-EXPENSES, COMMON-SURPLUS
AND OF THE ASSOCIATION IF ONLY PHASE I IS
SUBMITTED TO CONDOMINIUM OWNERSHIP

PHASE I

Unit
Numbers

Share for
each Unit

Type A

102, 103, 106, 107

1/8*

Type B

101, 104, 105 to 108

1/8*

* This figure may be stated as a percentage by dividing 1 by 8 and multiplying by 100.

B4558 P1762

0079P-16

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT P-2

EACH UNIT'S SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF ONLY PHASE II IS
SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I

All Units*

Share for
each Unit

1/14**

PHASE II

Unit
Numbers

Share for
each Unit

Type A

202, 203, 205

1/14**

Type B

201, 204, 206

1/14**

* Please refer to Exhibit P-1 to determine Unit Numbers in Phase I.

** This figure may be stated as a percentage by dividing 1 by 14 and multiplying by 100.

84558 P.1763

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT P-3

EACH UNIT'S SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF ONLY PHASE II AND PHASE III ARE
SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I

All Units*

Share for
each Unit

1/20***

PHASE II

All Units**

Share for
each Unit

1/20***

PHASE III

Unit
Numbers

Share for
each Unit

Type A
302, 303, 305

1/20***

Type B
301, 304, 306

1/20***

* Please refer to Exhibit P-1 to determine Unit Numbers in Phase I.

** Please refer to Exhibit P-2 to determine Unit Numbers in Phase II.

*** This figure may be stated as a percentage by dividing 1 by 20 and multiplying by 100.

B4558 P1764

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT P-4

EACH UNIT'S SHARE OF THE
~~COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS~~
AND OF THE ASSOCIATION IF ONLY PHASE II, PHASE III AND PHASE IV
ARE SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I

	<u>Share for each Unit</u>
All Units*	1/28****

PHASE II

	<u>Share for each Unit</u>
All Units**	1/28****

PHASE III

	<u>Share for each Unit</u>
All Units***	1/28****

PHASE IV

<u>Unit Numbers</u>	<u>Share for each Unit</u>
<u>Type A</u> 402, 403, 406, 407	1/28****
<u>Type B</u> 401, 404, 405, 408	1/28****

- * Please refer to Exhibit P-1 to determine Unit Numbers in Phase I.
** Please refer to Exhibit P-2 to determine Unit Numbers in Phase II.
*** Please refer to Exhibit P-3 to determine Unit Numbers in Phase III.
**** This figure may be stated as a percentage by dividing 1 by 28 and multiplying by 100.

B4558 P1765

0079P-19

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT P-5

EACH UNIT'S SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF ONLY PHASE II, PHASE III, PHASE IV AND V
ARE SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I

All Units* Share for each Unit
1/36*****

PHASE II

All Units** Share for each Unit
1/36*****

PHASE III

All Units*** Share for each Unit
1/36*****

PHASE IV

All Units**** Share for each Unit
1/36*****

PHASE V

Unit Numbers Share for each Unit

Type A
502, 503, 506, 507 1/36*****

Type B
501, 504, 505, 508 1/36*****

- * Please refer to Exhibit P-1 to determine Unit Numbers in Phase I.
** Please refer to Exhibit P-2 to determine Unit Numbers in Phase II.
*** Please refer to Exhibit P-3 to determine Unit Numbers in Phase III.
**** Please refer to Exhibit P-4 to determine Unit Numbers in Phase IV.
***** This is figure may be stated as a percentage by dividing 1 by 36 and multiplying by 100.

B4558 P1766

0079P-20

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT P-6

EACH UNIT'S SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF ONLY PHASE II, PHASE III, PHASE IV, PHASE V
AND PHASE VI ARE SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I	
	<u>Share for each Unit</u>
All Units*	1/44*****
PHASE II	
	<u>Share for each Unit</u>
All Units**	1/44*****
PHASE III	
	<u>Share for each Unit</u>
All Units***	1/44*****
PHASE IV	
	<u>Share for each Unit</u>
All Units****	1/44*****
PHASE V	
	<u>Share for each Unit</u>
All Units*****	1/44*****
PHASE VI	
<u>Unit Numbers</u>	<u>Share for each Unit</u>
<u>Type A</u>	
602, 603, 606, 607	1/44*****
<u>Type B</u>	
601, 604, 605, 608	1/44*****

- * Please refer to Exhibit P-1 to determine Unit Numbers in Phase I.
 ** Please refer to Exhibit P-2 to determine Unit Numbers in Phase II.
 *** Please refer to Exhibit P-3 to determine Unit Numbers in Phase III.
 **** Please refer to Exhibit P-4 to determine Unit Numbers in Phase IV.
 ***** Please refer to Exhibit P-5 to determine Unit Numbers in Phase V.
 ***** This figure may be stated as a percentage by dividing 1 by 44 and multiplying by 100.

B4558 P1767

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT P-7

EACH UNIT'S SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF ONLY PHASE II, PHASE III, PHASE IV, PHASE V,
PHASE VI AND PHASE VII ARE SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I

All Units*

Share for
each Unit

1/50*****

PHASE II

All Units**

Share for
each Unit

1/50*****

PHASE III

All Units***

Share for
each Unit

1/50*****

PHASE IV

All Units****

Share for
each Unit

1/50*****

PHASE V

All Units*****

Share for
each Unit

1/50*****

PHASE VI

All Units*****

Share for
each Unit

1/50*****

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PHASE VII

Unit
Numbers

Share for
each Unit

Type A

702, 703, 705

1/50*****

Type B

701, 704, 706

1/50*****

- * Please refer to Exhibit P-1 to determine Unit Numbers in Phase I.
- ** Please refer to Exhibit P-2 to determine Unit Numbers in Phase II.
- *** Please refer to Exhibit P-3 to determine Unit Numbers in Phase III.
- **** Please refer to Exhibit P-4 to determine Unit Numbers in Phase IV.
- ***** Please refer to Exhibit P-5 to determine Unit Numbers in Phase V.
- ***** Please refer to Exhibit P-6 to determine Unit Numbers in Phase VI.
- ***** This is figure may be stated as a percentage by dividing 1 by 50 and multiplying by 100.

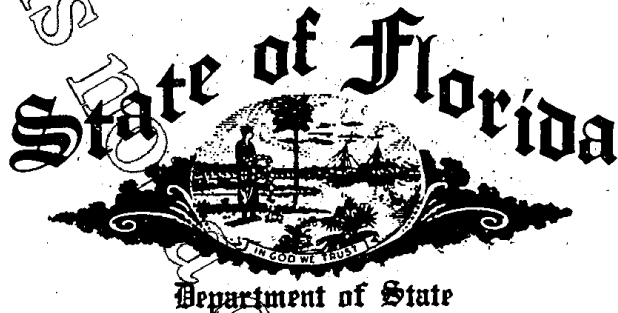
B4558 P1769

0079P-23

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT Q

ARTICLES OF INCORPORATION OF
PROVENCE CONDOMINIUM ASSOCIATION, INC.



*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

PROVENCE CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on February 6, 1985.*

The charter number for this corporation is NO1502

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of February, 1985

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF

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

FILED
JUN 6 1 00 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with Chapter 612 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, 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 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.

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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 Provence 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 Provence Condominium by recording the Declaration or an amendment thereto.

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

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

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

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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 Province 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 Province 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.

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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:

NAME

Joel B. Channing

ADDRESS

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, as 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 Provenance 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

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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.

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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

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

STATE OF FLORIDA)
 : ss.:
COUNTY OF)

FILED
Feb 6 1 00 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

NOTARY PUBLIC, STATE OF FLORIDA
EXPIRATION DATE: JAN. 6, 1989
COMMISSION NO. 145, 110.

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:

NOTARY PUBLIC, STATE OF FLORIDA
EXPIRATION DATE: JAN. 6, 1989
COMMISSION NO. 145, 110.

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DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT R

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.

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