SAN DE VANCE GOLF AND TENNIS CLUB CONDOMINIUM ASSOCIATION NO.1, INC.

ORIGINAL GOVERNING DOCUMENTS

&

AMENDMENTS

(REV.JANUARY 2020)

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Palm Beach County, Florida
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Sharon R. Bock
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This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
The Frydman Law Group, PLLC
3111 N. University Drive, Suite 403
Coral Springs, FL 33065
954-227-3916
Declaration Recorded in Official Records OR Book 7657 Page 1347 of the Public Records of Palm Beach County, Florida.

CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.

THIS AMENDMENT is made this 10th day of April 2019, by **SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.**, (hereinafter "ASSOCIATION") pursuant to its **AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.** (hereinafter "DECLARATION"), which have been duly recorded in the Public Records of Palm Beach County, Florida, in **Official Records Book 7657 at Page 1347.**

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, held on April 9, 2019, the DECLARATION was amended;

WHEREAS, the Amendments set forth herein are for the purpose of amending the DECLARATION;

WHEREAS, the Amendments set forth herein do not materially or adversely alter the proportionate voting interest appurtenant to any parcel, do not increase the proportion or percentage by which a parcel shares in the common expenses of the ASSOCIATION, nor impair the rights and priorities of any lienors or mortgagees;

NOW, THEREFORE, the undersigned hereby certify that the Amendments to the DECLARATION set forth herein are a true and correct copy of the Amendments as amended by the membership:

1. Amendment to Article 12.1 (b) of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

> "b. LEASE. A unit owner may not lease a unit without the Association granting approval of the lessee. A unit owner may not lease a unit during the first ~~**twelve (12)**~~ **twenty four (24)** months of ownership. No lease shall be made for less than ~~**three (3)**~~ **six (6)** consecutive months. An owner may lease the same unit only twice during a twelve (12) month period. Leases signed or effective afer June 1, 2008 shall be subject to the aforementioned rental policy as stated in this Amendment. ~~**Leases signed or effective before June 1, 1998 shall be subject to the Declaration in effect prior to this Amendment.**~~"

Except as proposed above, all other terms and conditions of in Article 12.1 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

2. Amendment to Article 12.1 (b) of the Declaration, by adding subparagraph 1 as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"1. **Rental Cap. Effective upon the recording of this Amendment, no more than 15% of the Units in the Association (26) will be approved for rent or lease. Units currently under an approved rental agreement may keep the lease with those tenants until the lease is terminated. No further renting shall be approved until the number of units under lease agreement falls below 26. A waiting list shall be created for any owner desiring to lease his or her unit while at the cap. Once there is availability to rent, the first owner on the wait list shall be notified of the availability to rent, and they shall have 60 days from the notice date to secure a tenant. Any owner desiring to rent his or her unit must be current with maintenance payments to the Association, must submit an application and obtain Association's approval prior to any tenant occupying a Unit. Once approved, and at all times during the tenancy, a copy of the valid and current lease must be provided to the Association with any changes notifying the Association in advance. Failure to comply with these requirements may prohibit an owner from being permitted to rent the Unit or maintain a spot on the waiting list."**

Except as proposed above, all other terms and conditions of in Article 12.1 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

3. Amendment to Article 12.2(a)(1) of the Declaration, as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"a. NOTICE TO ASSOCIATION.

(1) SALE. A Unit Owner intending to make a bonafide sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended Purchaser as the Association may require. **Each proposed Purchaser must have a minimum FICO score of 700 and for the Unit, there must be a minimum gross income of $60,000 regardless of number of buyers. The Association may require proof of income to include, but is not limited to, pay stubs, 2 years of tax returns, pension or annuity statements, etc. Assets and bank account information does not count towards income. Additionally, no proposed Purchaser may mortgage more than 80% of the purchase price of the Unit.** ~~**Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a Purchaser for the Unit if the proposed Purchaser is not approved. If such demand is made, the notice shall be accompanied by a executed copy of the proposed contract of sale and purchase.**~~"

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

4. Amendment to Article 12.2(a)(2) of the Declaration, as follows, new language as **underlined** while noting the changed and removed language by ~~**strikeout**~~:

"(2) LEASE. A Unit Owner intending to make a bona fide lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. ~~**A demand for a substitute lessee may be made as heretofore provided.**~~ **Each proposed Tenant must have a minimum FICO score of 650 and for the Unit there must be a minimum gross income of $45,000 regardless of the number of applicants for tenancy. The Association may require proof of income to include, but**

is not limited to, pay stubs, 2 years of tax returns, pension or annuity statements, etc. Assets and bank account information does not count towards income."

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

5. Amendment to Article 12.3 of the Declaration, by removing it and replace it in its entirety, new language as **underlined** while noting the changed and removed language by ~~strikeout~~:

"12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership, including transfer by quit claim deed, or the leasing of a Unit, the Association shall deliver a certificate of disapproval of the Association and the disapproved transaction shall not be made. The Association shall have the right to deny an applicant for purchase or lease if he or she does not meet the financial requirements of the Association as further detailed in this Declaration. Additionally, if the applicant has a felony conviction of less than 15 years from the date of the application or if the applicant has a misdemeanor conviction for a crime related to property theft, drugs or weapons, of less than 8 years from the date of the application, the Association has the right to deny the applicant."

Except as proposed above, all other terms and conditions of in Article 12.3 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

6. Amendment to Article 12.2(a) of the Declaration by adding subparagraph (6) as follows, new language as **underlined** while noting the changed and removed language by ~~strikeout~~:

"(6) ESCROW DEPOSIT REQUIREMENT In the event a prospective Purchaser has filed bankruptcy less than 7 years from the date of the application, along with the other required documentation to be provided to the Association, the prospective Purchaser must provide a Cashier's Check in the amount equivalent to 12 months worth of maintenance to be held by the Association and deposited in a non-interest bearing account, after closing on the purchase, for 12 months. Should a 12 month on time payment be established by the new Owner, the funds provided will be returned within 30 days following a written request received from the new Owner. Should the new Owner fail to make a payment, the Association shall apply the funds held in Escrow to the missed payment and the 12 month on time period shall start over from the next on time payment received by the Association."

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

7. Amendment to Article 12 of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~strikeout~~:

"12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenital residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units shall be subject to the following provisions **and the additional requirements that any and all purchasers, tenants, residents or occupants of a Unit, regardless of whether a lease is in effect or length of occupancy in the Condominium, must be screened and approved by the Association prior to occupancy, and any person not listed on the deed shall only reside in the Unit with the Unit Owner during the first 24 months of ownership, and are**

subject to all restrictions within the Declaration, as amended from time to time, as long as the Condominium Property exists: ..."

Except as proposed above, all other terms and conditions of in Article 12 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

8. Amendment to Article 14.7 of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~strikeout~~:

"14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charges to individuals in the State of Florida. **Additionally, the Association may charge a late fee of $25 or the maximum amount allowed by law, for any regular assessment and/ or special assessment received after the 10th day of the month.** In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and costs."

Except as proposed above, all other terms and conditions of in Article 14.7 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

9. Amendment to Article 9(f) of the Declaration as follows, new language as **underlined** while noting the changed and removed language by ~~strikeout~~:

"(f) PETS. Domestic pets or animals (provided, however, only one (1) dog and/ or one (1) cat) may be kept or harbored**, by Unit Owners only,** on the Condominium Property or Unit so long as such pets or animals do not exceed twenty-five (25) pounds when fully grown and do not constitute a nuisance. **Tenants or other occupants are not permitted to have a pet or animal on the Condominium Property or Unit. As of recording date of this amendment, current tenants or other occupants may keep their current pet or animal until the tenant or other occupant vacates the premises. No pet or animal shall be replaced by a tenant or other occupant if the current pet or animal dies or is lost.** A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given, said pet shall be removed within forty-eight (48) hours of the giving of notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose, if any."

Except as proposed above, all other terms and conditions of in Article 9 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the Association has caused these Amendments to the **Amended and Restated Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.**, to be executed by the duly authorized officer on this 9th day of April, 2019.

SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.

By: Karen M. Prewitt
, President of Association

Witness Printed Name
Rachel Fryzman

Witness Signature

Witness Printed Name
Eileen Nejib

Witness Signature

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was executed before me this 9th day of **April, 2019**, by KAREN PREWITT, President of **SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.**, and the two witnesses, Rachel Fryzman and Eileen Nejib who upon being duly sworn acknowledged to me that they signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 9th day of April, 2019.

IVONNE ZANI
State of Florida-Notary Public
Commission # GG 122871
My Commission Expires
September 28, 2021

Notary Public
My commission expires:

ARTICLES OF INCORPORATION

OF

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC.

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, hereinafter referred to as "Articles", set forth:

I.

The name of this corporation shall be SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC. This corporation shall hereinafter be referred to as "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to Fla. Stat. 718, hereinafter referred to as the "Condominium Act", to operate SAN DE VANCE GOLF & TENNIS CLUB NO 1, A CONDOMINIUM, hereinafter referred to as the "Condominium", 5910 N. W. 2nd Avenue, Boca Raton, Florida, in accordance with the Declaration of Condominium, these Articles and the By-Laws of the Association.

III.

All definitions in the Declaration of Condominium and Exhibits attached hereto shall prevail in this instrument when applicable.

IV.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto, including these Articles and the By-Laws of this Association.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium, these Articles, the By-Laws of the Association and Fla. Stat. 718, et seq., including but not limited to:

a. to make and establish Rules and Regulations governing the use of the Condominium Property.

b. Except as limited by Fla. Stat. 718.111(6), to levy and collect assessments from members of the Association to defray the Common Elements of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property and the Association, the acquiring, operating, leasing, managing and otherwise dealing with the property, whether real or personal (including Units in said Condominium), which may be necessary or

convenient for the operation and management of the Condominium and to do all things necessary to accomplish the purposes set forth in said Declaration of Condominium.

c. To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

d. To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Declaration of Condominium and Exhibits attached thereto.

e. To enforce the provisions of said Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations governing the use of said Condominium.

f. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association pursuant to the Declaration of Condominium.

g. To acquire and enter into agreements whereby the Association acquires an interest in property, either in its own name or through organizations of which it is a member; or a leasehold, membership or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members.

h. To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.

i. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

V.

The qualifications of members, the manner of their admission, termination of such membership and voting by members shall be as follows:

1. The owners of all Units in the Condominium and the subscribers to these Articles shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this Article V. Membership of the subscribers shall terminate upon the Sponsor being divested of all Units in the Condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration or in the By-Laws hereinafter adopted by the Association.

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

VI.

The Association shall have perpetual existence.

VII.

The principal place of business of the Association shall be located on the Condominium Property, Haverhill Road, West Palm Beach, Florida. The registered office of the Association shall be located at 5910 N. W. 2nd Avenue, Boca Raton, Florida, and the Registered Agent at such address shall be STEVEN WHITEHILL.

VIII.

The affairs of the Association will be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The Board shall consist of three (3) members until the Sponsor has sold all Units in all the phases constructed in the Condominium. Thereafter, the number of directors may be increased from time to time to a maximum of nine (9) by a majority vote of the Board of Directors.

Directors of the Association shall be elected in the manner provided by the By-Laws at the annual meeting of the members. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve until their successors are elected pursuant to the By-Laws. If a director is to be replaced by a person elected by the Unit Owners other than Sponsor, Sponsor shall designate which Sponsor-appointed director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, or Sponsor as the By-Laws provide.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

HENRY WHITEHILL	5910 N. W. 2nd Avenue Boca Raton, Florida
ANDREW WHITEHILL	5910 NW 2nd Avenue Boca Raton, Florida
STEVEN WHITEHILL	5910 N. W. 2nd Avenue Boca Raton, Florida

The Board of Directors shall have the power to adopt the budget of the Association.

The transfer of control from the Sponsor to the Unit Owners shall be in accordance with the provisions of Fla. Stat. 718.301 and the By-Laws.

IX.

The officers of the Association shall be elected by the Board of Directors at their first meeting following election of Directors by members and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are elected are as follows:

STEVEN WHITEHILL	President
HENRY WHITEHILL	Secretary

X.

The subscribers of these Articles are STEVEN WHITEHILL, and the full names of HENRY WHITEHILL, which subscribers and their respective post office addresses are more particularly set forth in Article VIII above.

XI.

The Association does hereby indemnify its officers and Directors as provided in the By-Laws.

XII.

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of the resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. Notice shall additionaliy be posted at a conspicuous location on the Condominium Properties. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

a. The name of the corporation;
b. The amendments so adopted;
c. The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

Notwithstanding the foregoing provisions of this Article XII, so long as the Sponsor holds Units for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Sponsor if in the sole opinion of Sponsor, which shall be binding, such amendment affects the rights of Sponsor or affects the Sponsor's ability to sell or lease Units in the Condominium.

XIII.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, these Articles and the By-Laws of the Association.

XIV.

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contact, including those entered or to be entered into with Sponsor, or managing agent, shall be invalidated in whole or in part by the Association or any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Directors of the Association which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure

thereof. No director shall be disqualified from holding such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereon.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures this 8 day of February, 1984.

(SEAL)
STEVEN WHITEHILL

(SEAL)
HENRY WHITEHILL

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared STEVEN WHITEHILL, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JAN 24,1992
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared HENRY WHITEHILL, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JAN 24,1992
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared STEVEN WHITEHILL who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires
Bonded Thru Agent's Notary Brokerage

I HEREBY ACCEPT the designation as Registered Agent as set forth in these Articles of Incorporation.

STEVEN WHITEHILL

LAW OFFICES
CROSSFIELD & DUVAL

DECLARATION

Oct-28-1998 02:38pm 98-407039
ORB 10701 Pg 264

PREPARED BY AND RETURN TO:
Deborah S. Martin, Esq.
Martin & Geragi, P.A.
4145 NW 58th Lane
Boca Raton, FL 33496

ELEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM

THIS ELEVENTH AMENDMENT is made this 24th day of August, 1998, by San De Vance Golf and Tennis Club Condominium Association No.1, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

A. The Association is the Association under that certain Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1217, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, Official Records Book 8639, Page 820, Official Records Book 8795, Page 1706, Official Records Book 8795, Page 1707, Official Records Book 8902, Page 877, Official Record Book 9019, Page 1429, and Official Record Book 9081, Page 1178, all of the Public Records of Palm Beach County, Florida (collectively "Declaration");

B. Section 16.3 of the Declaration provides, in pertinent part, that the "Condominium Documents" (as defined in the Declaration) may be amended by the Board of Directors ("Board") of the Association at a meeting and such amendment shall become effective when unanimously approved by the entire Board;

C. The Association desires to amend the Declaration as set forth herein and the Board has held a duly called and noticed meeting, at which the Board unanimously approved the amendment of the Declaration described below, as required by Section 16.3 of the Declaration;

THEREFORE, by virtue of the authority of the Association as aforesaid, the Association hereby amends the Declaration as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporate herein by reference.
2. **Definitions.** Unless specifically set forth in this Amendment otherwise, the defined terms used herein have the same definitions such terms are given in the Declaration.
3. **Amendment.** All of the language in Article 12.1(b) is hereby deleted and the following language is inserted in its stead:

   b. LEASE. A unit owner may not lease a unit without the Association granting approval of the lessee. A unit owner may

not lease a unit during the first twelve (12) months of ownership. No lease shall be made for less than three (3) consecutive months. An owner may lease the same unit only twice during a twelve (12) month period. Leases signed or effective after June 1, 1998 shall be subject to the aforementioned rental policy as stated in this Amendment. Leases signed or effective before June 1, 1998 shall be subject to the Declaration in effect prior to this Amendment.

4. **Ratification.** Except as specifically set forth in this Amendment, all other matters provided by the Declaration remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Association has caused these presents to be signed in its name.

Signed, seated and delivered
In our presence:

Jacqueline B. Peccia
Name: JACQUELINE B. PECCIA

Mary Jane Lampe
Name: MARY JANE LAMPE

San De Vance Golf and Tennis Club
Condominium Association No. 1, Inc.
A Florida not-for-profit corporation

By: Bill Matson
Bill Matson, President
Address: 330 NW 67th St. 6/03
Boca Raton FL
33487

STATE OF FLORIDA :
:
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 26th day of August, 1998, by Bill Matson, President of San De Vance Golf and Tennis Club Condominium Association No. 1, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of August, 1998.

NOTARY PUBLIC, STATE OF FLORIDA

(Seal)

Signed: Harvey L. Rosen
Printed: HARVEY L. ROSEN

My Commission Expires:

HARVEY L. ROSEN
My Comm Exp. 6/25/2002
No. CC 754438
[ ] Personally Known [ ] Other I.D.

JAN-12-1996 10:23am 96-013102
ORB 7081 Pg 1178

Prepared by and please return to:

Mitchell C. Fogel, Esq.
Mitchell C. Fogel, P.A.
2499 Glades Road, Suite 105
Boca Raton, Florida 33431

TWELFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 5

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, Official Records Book 8639, Page 820, Official Records Book 8795, Page 1706, Official Records Book 8902, Page 877, and Official Records Book 9019, Page 1429, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 5 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Twelfth Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 5, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is equal to one divided by one hundred fifty-six (1/172).

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

MJN Development Company, a
Florida general partnership

By: Les Developpements Le
Riveboarg, Inc., a
Canadian corporation,
General Partner

By: _____
Norman Goodman, President
Address: 500 N.W. 67th Street
Boca Raton, FL 33487

Mitchell C. Fogel
Name: MITCHELL C. FOGEL

Beth N. Eckstein
Name: Beth N. Eckstein

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 9 day of January, 1996, by Norman Goodman, President of Les Developpements Le Riveboarg, Inc., a Canadian corporation, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of January, 1996.

Beth N. Eckstein
Notary Public, State of Florida
Name: Beth N. Eckstein
(SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BETH N. ECKSTEIN
COMMISSION # CC 488109
EXPIRES JUN 7, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 5, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

-141-

Further Affiant Sayeth Naught:

SWORN TO, AND SUBSCRIBED BEFORE ME
THIS 11TH DAY OF January, A.D. 1988

Linda A. Weaver
LINDA A. WEAVER
NOTARY PUBLIC
MY COMMISSION EXPIRES DECEMBER 20, 1988

LINDA A. WEAVER NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXPIRES DECEMBER 20 1988 #CC 423843 Bonded thru Ft. Fain Insurance

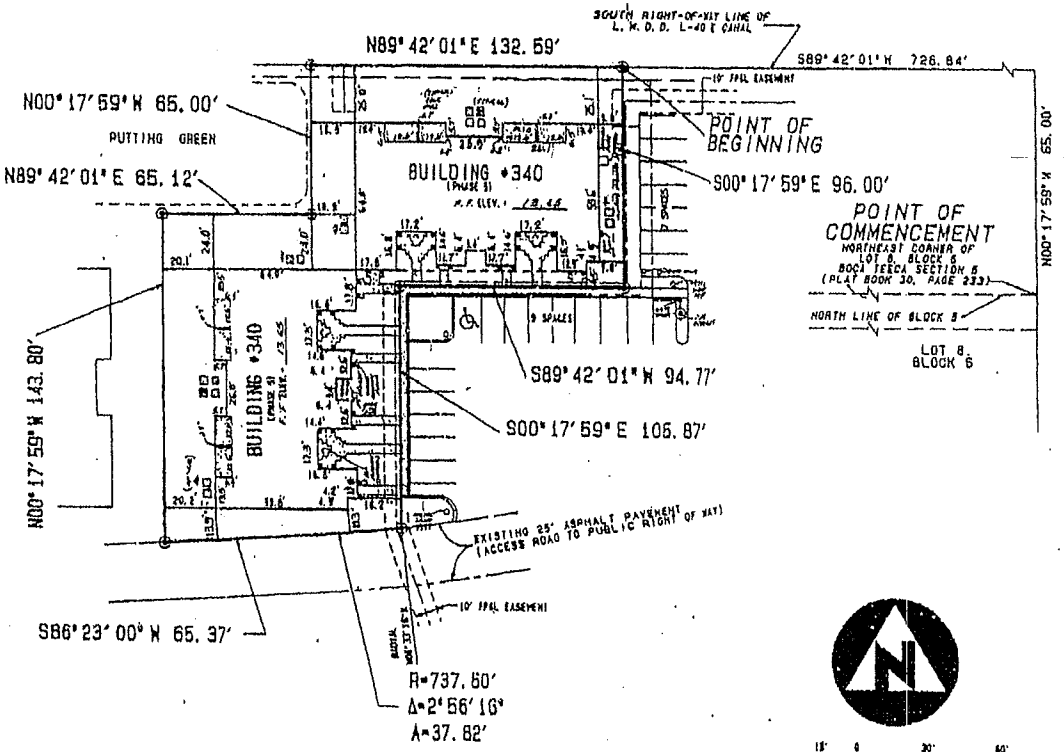
By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 16 Of 50

OR 7161 Pg 1180

EXHIBIT "A" PAGE 2 of 5

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 5

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Sheet 17 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

P-6500

ORB 7081 Pg 1431

EXHIBIT "A" PAGE 3 of 5

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 5)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE; SOUTH 89°42'01" WEST, A DISTANCE OF 726.84 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 96.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 94.77 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 105.87 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 737.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 06°33'16" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'16", A DISTANCE OF 37.82 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 65.37 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 143.80 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 65.12 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 132.59 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 26039 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

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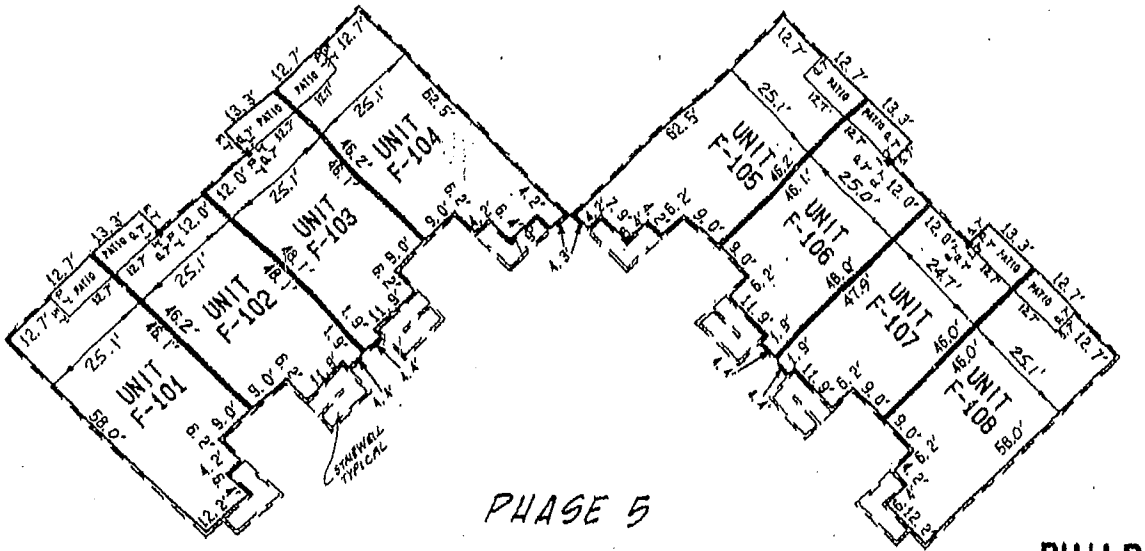
ORB 7081 Pg 1162

EXHIBIT "A" PAGE 4 of 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 5

30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "F"
FIRST FLOOR

FINISHED FLOOR ELEVATION: 13.65'
FINISHED CEILING ELEVATION: 21.65'

SHEET 19 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

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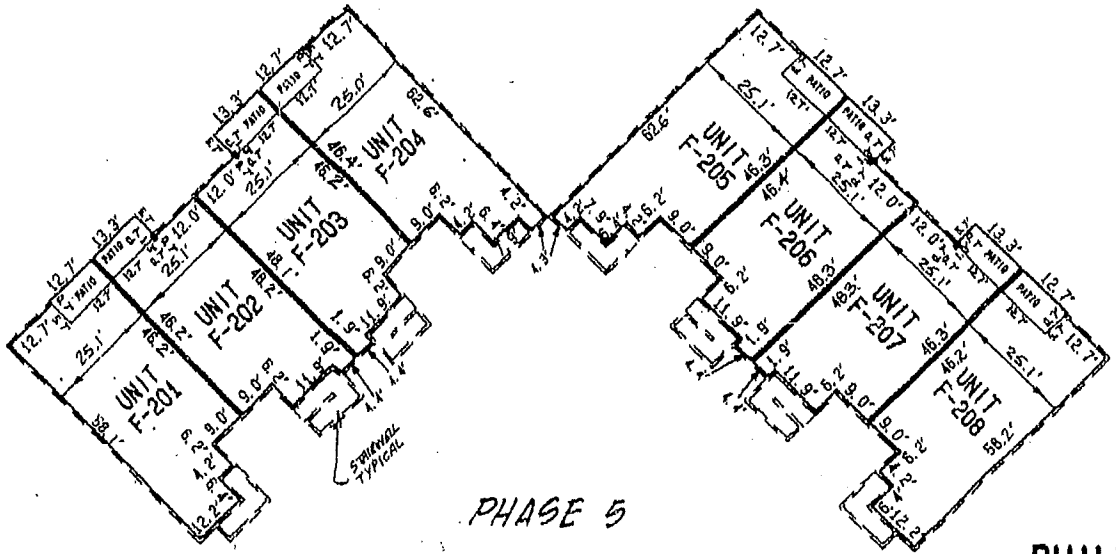
OR 9021 Pg 1183
COUNTY H. WILKEN CLERK PB COUNTY, FL

EXHIBIT "A" PAGE 5 of 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 5

30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "F"
SECOND FLOOR

FINISHED FLOOR ELEVATION: 22.00'
FINISHED CEILING ELEVATION: VARIES

SHEET 20 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

-145-

P-148

NOV-30-1995 10:30am 95-384590
ORB 9019 Ps 1429

Prepared by and please return to:

Mitchell C. Fogel, Esq.
Mitchell C. Fogel, P.A.
2499 Glades Road, Suite 105
Boca Raton, Florida 33431

ELEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 4

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, Official Records Book 8639, Page 820, Official Records Book 8795, Page 1706, and Official Records Book 8902, Page 877, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 4 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Eleventh Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 4, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is equal to one divided by one hundred fifty-six (1/156).

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

MJN Development Company, a
Florida general partnership

By: Les Developpements Le
Riveboug, Inc., a
Canadian corporation
General Partner

By: _____
Norman Goodman, President
Address: 500 N.W. 67th Street
Boca Raton, FL 33487

_____
Name: Mitchell C. Fogel

_____
Name: Beth N. Eckstein

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 1995, by Norman Goodman, President of Les Developpements Le Riveboug, Inc., a Canadian corporation, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of Nov., 1995.

_____
Notary Public, State of Florida
Name: Beth N. Eckstein
(SEAL)

My commission expires:
June 7, 1999

BETH N. ECKSTEIN
COMMISSION # CC 439729
EXPIRES JUN 7, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

ORB 9019 Ps 1430

CONSENT OF MORTGAGEE TO ELEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 4

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage and Security Agreement executed by MIN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 8745, Page 1500, as modified by instrument recorded in Official Records Book 8984, Page 1591, all of the Public Records of Palm Beach County, Florida (collectively, "Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477 ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, Official Records Book 8639, Page 826, Official Records Book 8795, Page 1706, Official Records Book 8902, Page 877, and the Eleventh Amendment of even date herewith to which this Consent is attached, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of the Mortgaged Property, as described on Exhibit "A" attached hereto and made a part hereof, to the condominium form of ownership pursuant to the Eleventh Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 4 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 27 day of November, 1995.

Signed, sealed and delivered in the presence of:

Name: THOMAS E. CARVEY, JR.

Name: PETER H. CARNEY

Carney Bank, a Florida banking corporation

BY: C. Bernard Jacobs

Name: C. BERNARD JACOBS

Title: CHAIRMAN OF THE BOARD

State of Florida)
) ss
County of Palm Beach)

The foregoing instrument was acknowledged before me this 27 day of November, 1995, by C. BERNARD JACOBS as CHAIRMAN OF BD. of Carney Bank, a Florida banking corporation, on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Name:

My Commission Expires:

c:\mjedcvco\11thmtgee.con

OFFICIAL SEAL
N. THOMAS EATON
My Commission Expires
Feb. 7, 1997
Comm. No. CC 257818

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 4, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

SWORN TO, AND SUBSCRIBED BEFORE ME
THIS 29TH DAY OF November, A.D., 1995

Linda A. Weaver
LINDA A. WEAVER
NOTARY PUBLIC
MY COMMISSION EXPIRES DECEMBER 20,1998

LINDA A. WEAVER
MY COMMISSION EXPIRES
DECEMBER 20, 1998
#CC 423843
NOTARY PUBLIC, STATE OF FLORIDA

By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

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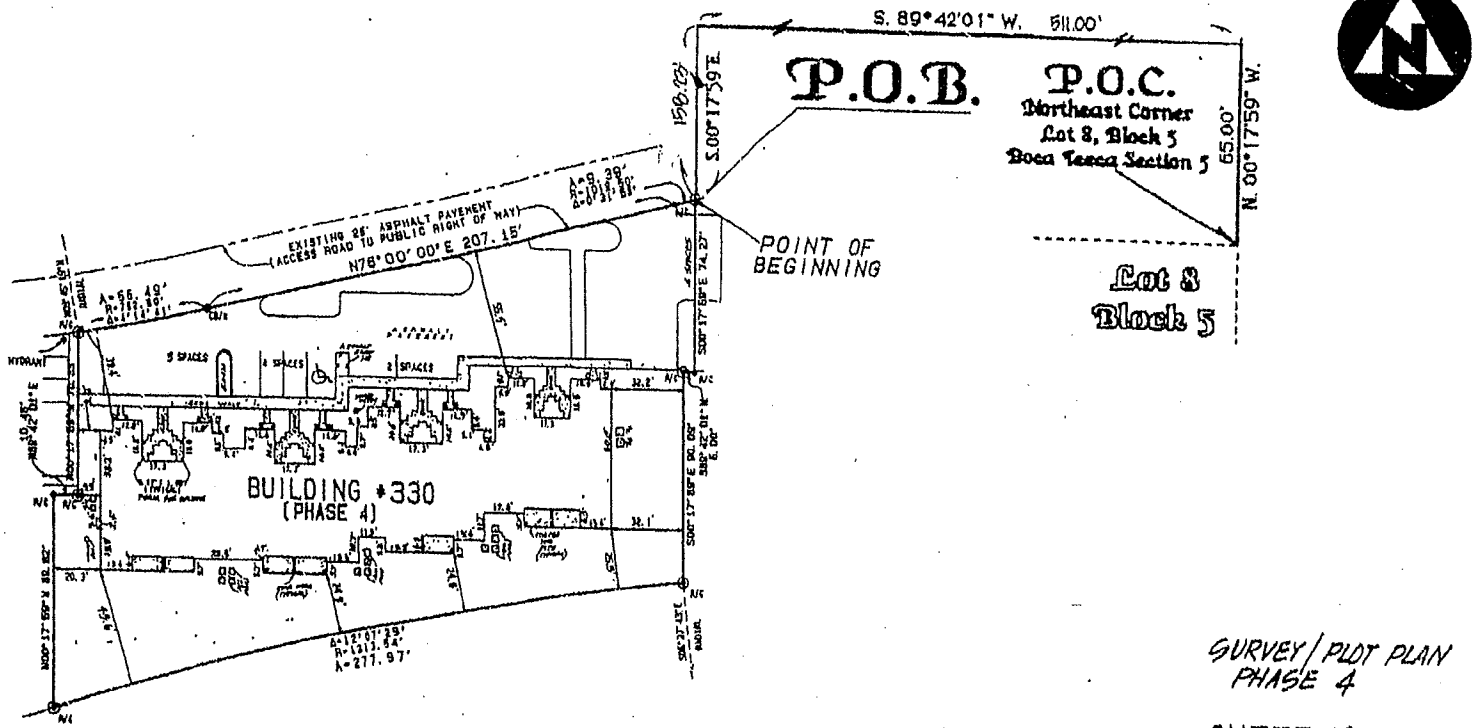
EXHIBIT "A", PAGE 2 OF 5

9019 Pg 1432

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 4

SHEET 12 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-131-

-148

ORB 5019 Pg 1433

EXHIBIT "A", PAGE 3 OF 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 4)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 611.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 158.23 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 74.27 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 5.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 90.09 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 06°27'43" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'29", A DISTANCE OF 277.97 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 89.82 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 10.46 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 70.63 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 762.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 09°45'19" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°14'41", A DISTANCE OF 56.49 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 76°00'00" EAST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1012.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°31'53", A DISTANCE OF 9.39 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 41574 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

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SHEET 13 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

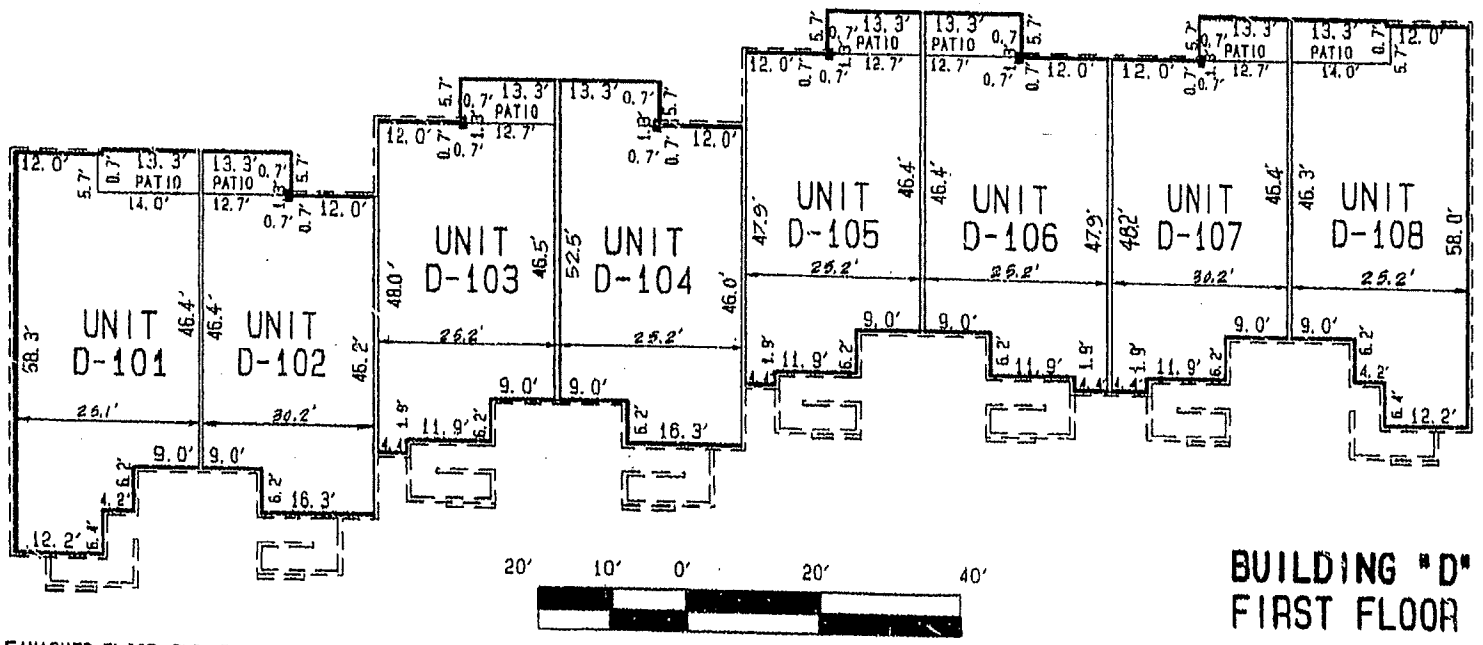
ORB 9019 Pg 1434

EXHIBIT "A", PAGE 4 OF 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE IN FEET

FINISHED FLOOR ELEVATION: 13.13
FINISHED CEILING ELEVATION: 21.13

BUILDING "D"
FIRST FLOOR

SHEET 14 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

P-148

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RECORDER'S MEMO: Legibility of document unsatisfactory when received.

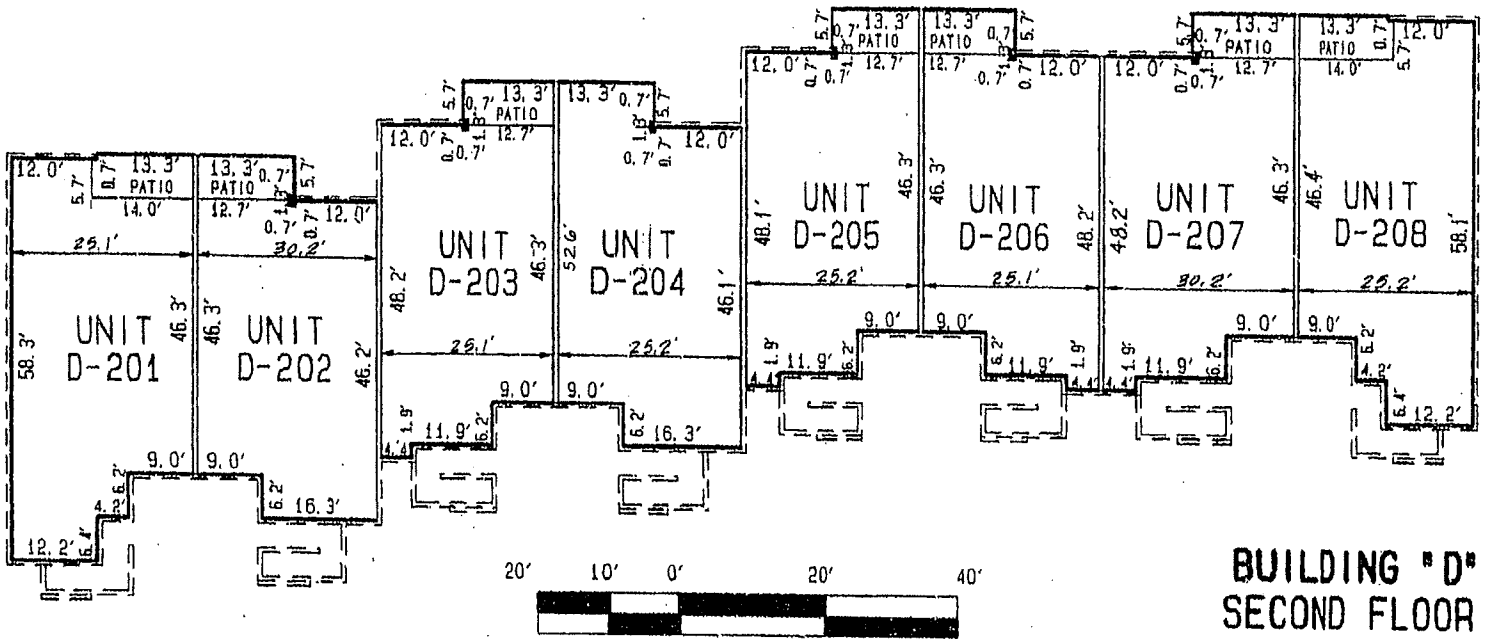
ORB 9019 Pg 1435
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A", PAGE 5 OF 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE IN FEET

FINISHED FLOOR ELEVATION: 22.83
FINISHED CEILING ELEVATION: VARIES

BUILDING "D"
SECOND FLOOR

SHEET 15 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

RECORDER'S MEMO: Legibility of document unsatisfactory when received

SEP-01-1995 1:32PM 95-281926
ORB 8902 Pg 877

Prepared by, and please return to:

Mitchell C. Fogel, Esq.
Mitchell C. Fogel, P.A.
2499 Glades Road, Suite 105
Boca Raton, Florida 33431

TENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 7

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, Official Records Book 8639, Page 820, and Official Records Book 8795, Page 1706, all of the Public Records of Palm Beach County, Florida. all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 7 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Tenth Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 7, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is equal to one divided by one hundred forty (1/140).

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

MJN Development Company, a
Florida general partnership

By: Les Developpements Le
Rivebourg, Inc., a
Canadian corporation,
General Partner

By: _____
Norman Goodman, President
Address: 500 N.W. 67th Street
Boca Raton, FL 33487

_____
Name: MITCHELL FOGEL

_____
Name: Beth N. Eckstein

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 29th day of August, 1995, by Norman Goodman, President of Les Developpements Le Rivebourg, Inc., a Canadian corporation, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, 1995.

_____
Notary Public, State of Florida
Name: MITCHELL C. FOGEL
(SEAL)

My commission expires:

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

CONSENT OF MORTGAGEE TO TENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 7

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage and Security Agreement executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 8745, Page 1500, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477 ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, Official Records Book 8639, Page 820, and Official Records Book 8795, Page 1706, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of the Mortgaged Property, as described on Exhibit "A" attached hereto and made a part hereof, to the condominium form of ownership pursuant to the Tenth Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 7 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 31 day of August, 1995.

Signed, sealed and delivered
in the presence of:

Name: [illegible]

Name: THOMAS F. CARNEY, JR.

Carney Bank, a Florida
banking corporation

BY: [signature]
Name: TIM HEARON

Title: President and C.E.O.

State of Florida)
) ss
County of Palm Beach)

The foregoing instrument was acknowledged before me this 31 day of August, 1995, by TIM HEARON as PRESIDENT/CEO of Carney Bank, a Florida banking corporation, on behalf thereof. He/she is personally known to me or has produced _____ as identification.

[signature]
Notary Public, State of Florida

Name: EILEEN S. NOTARO

My Commission Expires:

c:\mjndevco\10thmtgee.con

OFFICIAL NOTARY SEAL
EILEEN S NOTARO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC250246
MY COMMISSION EXP. JAN. 18,1997

ORB 8902 Pg 879

EXHIBIT A
Page 1 of 5

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Terrance L. Osborne, R.L.S. who after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 3835

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 7, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

-151-

Further Affiant Sayeth Naught:

SWORN TO, AND SUBSCRIBED BEFORE ME
THIS 30th DAY OF August, A.D., 1995

Linda A. Weaver
LINDA A. WEAVER
NOTARY PUBLIC
MY COMMISSION EXPIRES DECEMBER 20,1998

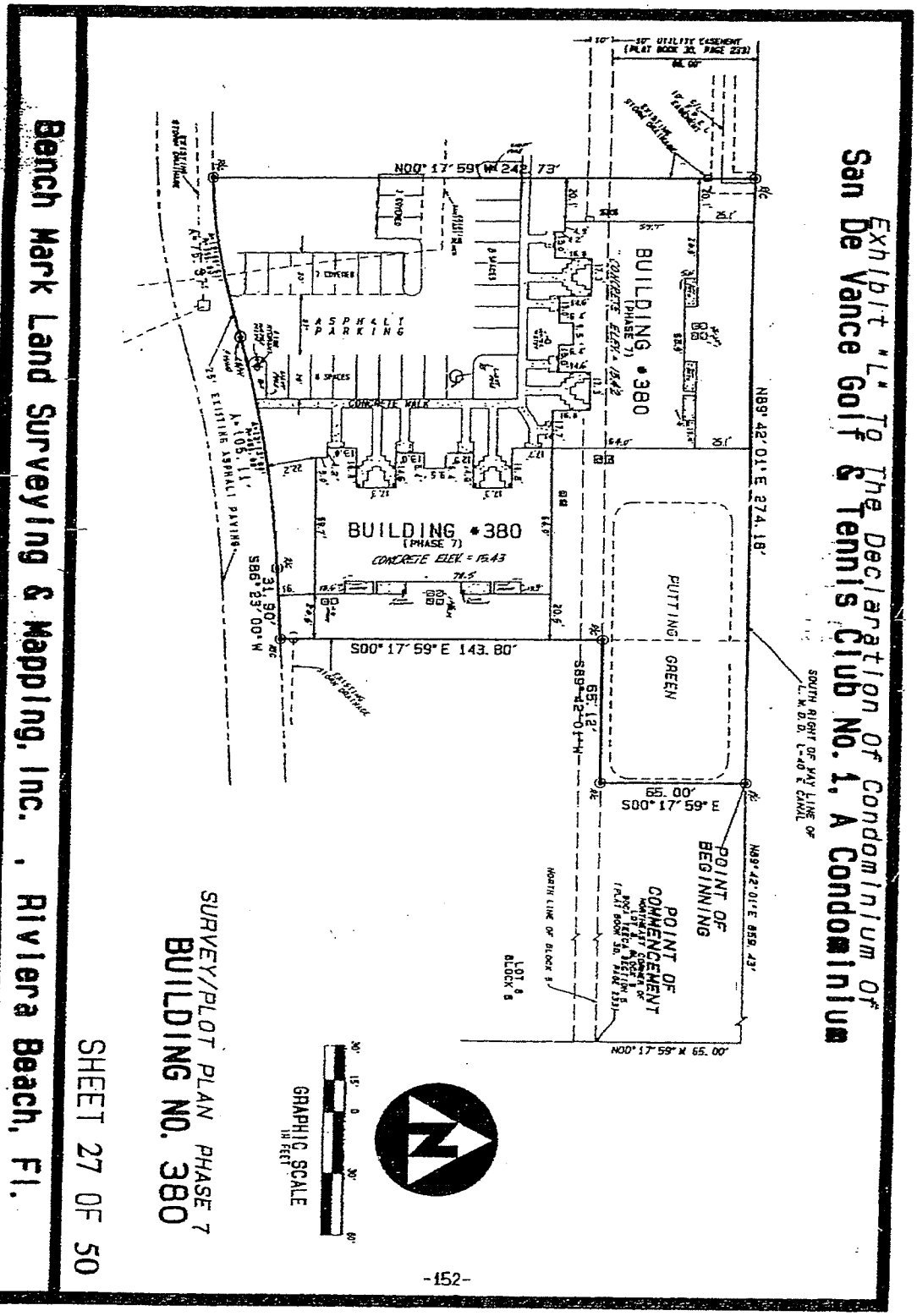
LINDA A. WEAVER MY COMMISSION EXPIRES DECEMBER 20, 1998 #CC 423843 NOTARY PUBLIC STATE OF FLORIDA

NAME: Terrance L. Osborne
FLORIDA PROFESSIONAL LAND SURVEYOR NO 3836
TERRANCE L. OSBORNE

STATE OF FLORIDA TERRANCE L. OSBORNE NO. 3836 PROFESSIONAL SURVEYOR

Sheet 26 Of 50

EXHIBIT A
Page 2 of 5



RECORDER'S MEMO: Legibility of document unsatisfactory when received.

ORB 8902 Pg 881

EXHIBIT A
Page 3 of 5

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 7)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 859.43 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 65.12 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 143.80 FEET; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 31.90 FEET TO THE POINT-OF-CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 03°37'00" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°23'00", A DISTANCE OF 105.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 355.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°09'51", A DISTANCE OF 75.37 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 242.73 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 274.18 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 50929 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

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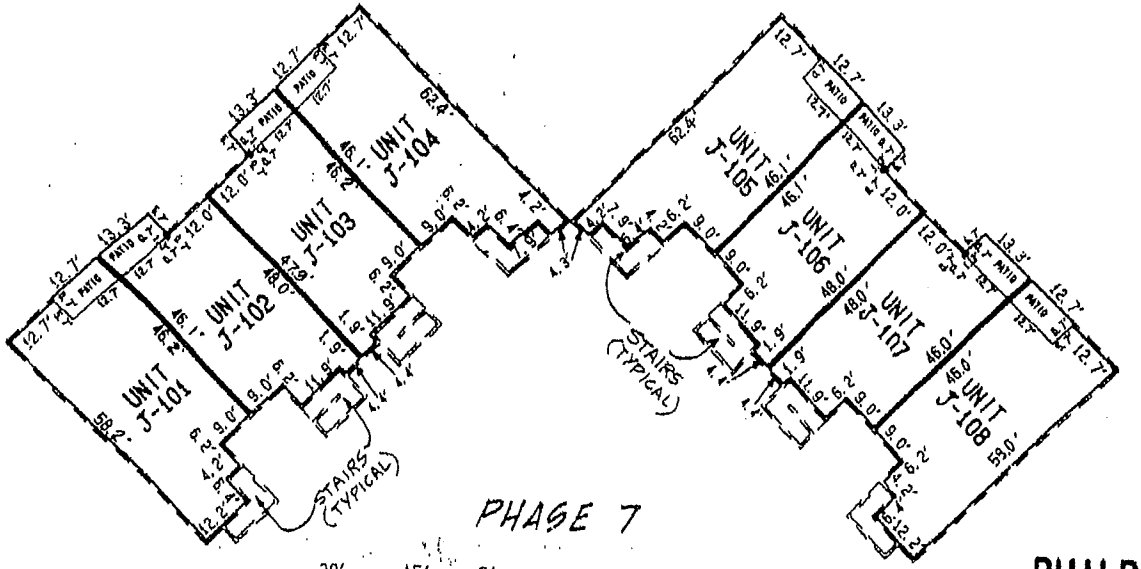
ORB 8902 Pg 882

EXHIBIT A
Page 4 of 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



30' 15' 0' 30' 60'

GRAPHIC SCALE IN FEET

FINISHED FLOOR ELEVATION: 15.43
FINISHED CEILING ELEVATION: 23.43

BUILDING "J"
FIRST FLOOR

SHEET 29 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

-154-

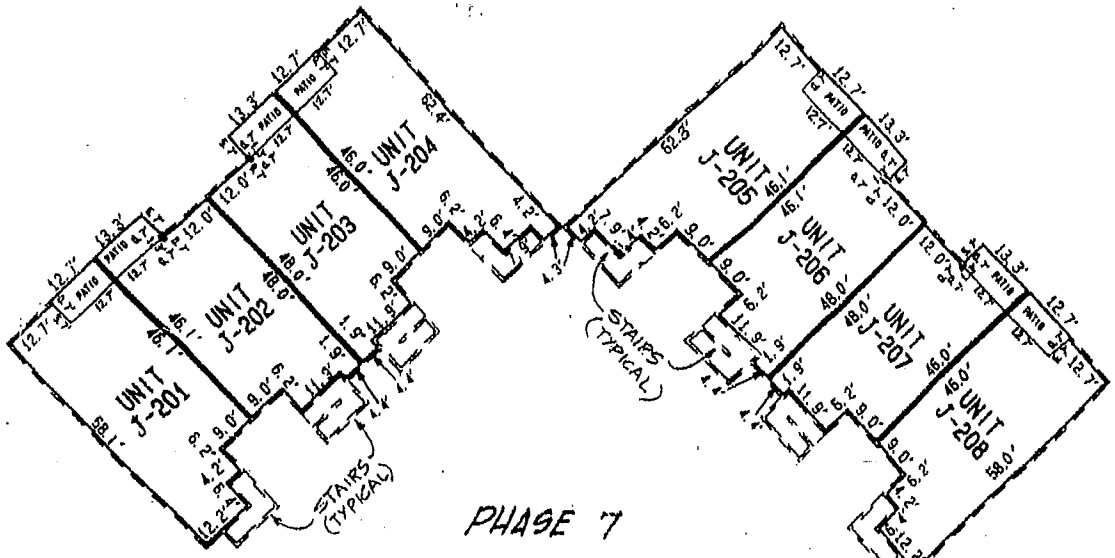
RECORDER'S MEMO: Legibility of document unsatisfactory when received.

ORB 8902 Pg 883
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



30' 15' 0' 30' 60'

GRAPHIC SCALE IN FEET

FINISHED FLOOR ELEVATION: 24.00
FINISHED CEILING ELEVATION: 31.96

BUILDING "J"
SECOND FLOOR

SHEET 30 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

RECORDER'S MEMO: Legibility of document unsatisfactory when received

Prepared by, and please return to:

Mitchell C. Fogel, Esq.
Mitchell C. Fogel, P.A.
2499 Glades Road, Suite 105
Boca Raton, Florida 33431

JUN-19-1995 11:16am 95-193375
ORB - 8795 Pg 1706

NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 6

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, and Official Records Book 8639, Page 820, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 6 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Ninth Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 6, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is equal to one divided by one hundred twenty-one (1/124).

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

MJN Development Company, a
Florida general partnership

By: Les Developpements Le
Rivebourg, Inc., a
Canadian corporation,
General Partner

Name: Mitchell C. Fogel

Name: Beth N. Eckstein

By: _____
Norman Goodman, President
Address: 500 N.W. 67th Street
Boca Raton, FL 33487

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this ___ day of June, 1995, by Norman Goodman, President of Les Developpements Le Rivebourg, Inc., a Canadian corporation, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of June, 1995.

Notary Public, State of Florida
Name: Mitchell C. Fogel
(SEAL)

My commission expires:

c:\mjndevco\9thamend.mjn

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

CONSENT OF MORTGAGEE TO NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 6

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage and Security Agreement executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 8556, Page 461, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, Official Records Book 8582, Page 475, and Official Records Book 8639, Page 820, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of the Mortgaged Property, as described on Exhibit "A" attached hereto and made a part hereof, to the condominium form of ownership pursuant to the Ninth Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 6 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 16th day of June, 1995.

Signed, sealed and delivered
in the presence of:

Name: LUCY LEONE

Name: LINDA M. STRAUSS

Jefferson Bank of Florida,
a Florida Banking corporation

BY: William F. Painter

Name: WILLIAM F. PAINTER

Title: VICE PRESIDENT

State of Florida)
) ss
County of Broward)

The foregoing instrument was acknowledged before me this 16th day of June, 1995, by William F. Painter as Vice President of Jefferson Bank of Florida, a Florida Banking corporation, on behalf thereof. He/she is personally known to me or has produced Personally Known as identification.

Notary Public, State of Florida

Name: KAREN T. HAIN

My Commission Expires:

c:\mjndevco\9thamgee.con

KAREN I. HAIN
Notary Public, State of Florida
My Comm. expires July 28, 1998
No. CC396364

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

ORB 8795 Pg 1708

EXHIBIT "A"
Page 1

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 6, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

SWORN TO, AND SUBSCRIBED BEFORE ME
THIS 3/5 DAY OF May AD 1995

Mary E. Gunn
MARY E. GUNN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 25, 1997

MARY E. GUNN
OFFICIAL SEAL
My Comm. Expires 05-25-97
BONDED THROUGH
ALAN INSURANCE SERVICES
CC285998

By: William R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

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Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

BUILDING NO. 360

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 6)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 775.70 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 220.89 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 70.63 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 10.46 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 89.82 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 18°35'12" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'06", A DISTANCE OF 26.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1313.54 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°56'59", A DISTANCE OF 226.11 FEET TO THE END OF SAID CURVE; THENCE, WESTERLY ALONG A DISTANCE OF 101.47 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 4.53 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 122.64 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 14°05'17" EAST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°28'17", A DISTANCE OF 82.24 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 80°23'00" EAST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 737.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°59'08", A DISTANCE OF 77.05 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.32 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 762.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°27'38", A DISTANCE OF 6.13 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 53007 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SHEET 23 OF 50

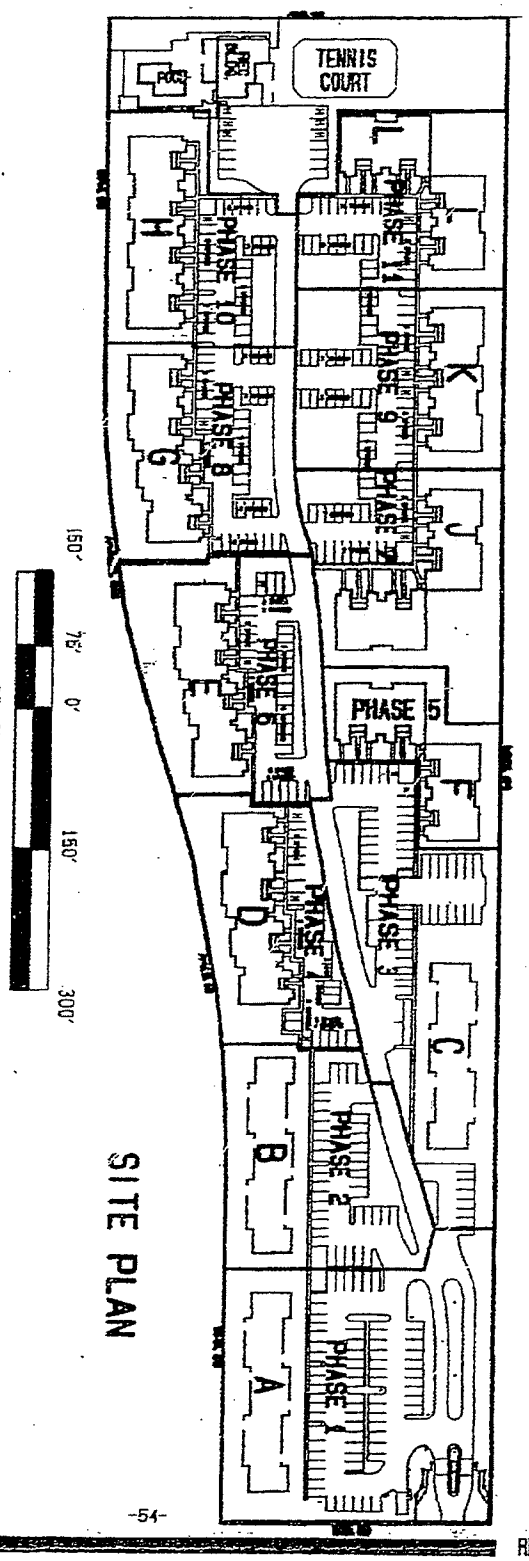
Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

OR 8795 Pg 1710

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No.1, A Condominium



SITE PLAN

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach, Fl.

SHEET 5 OF 15

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

ORB 8795 Pg 1711

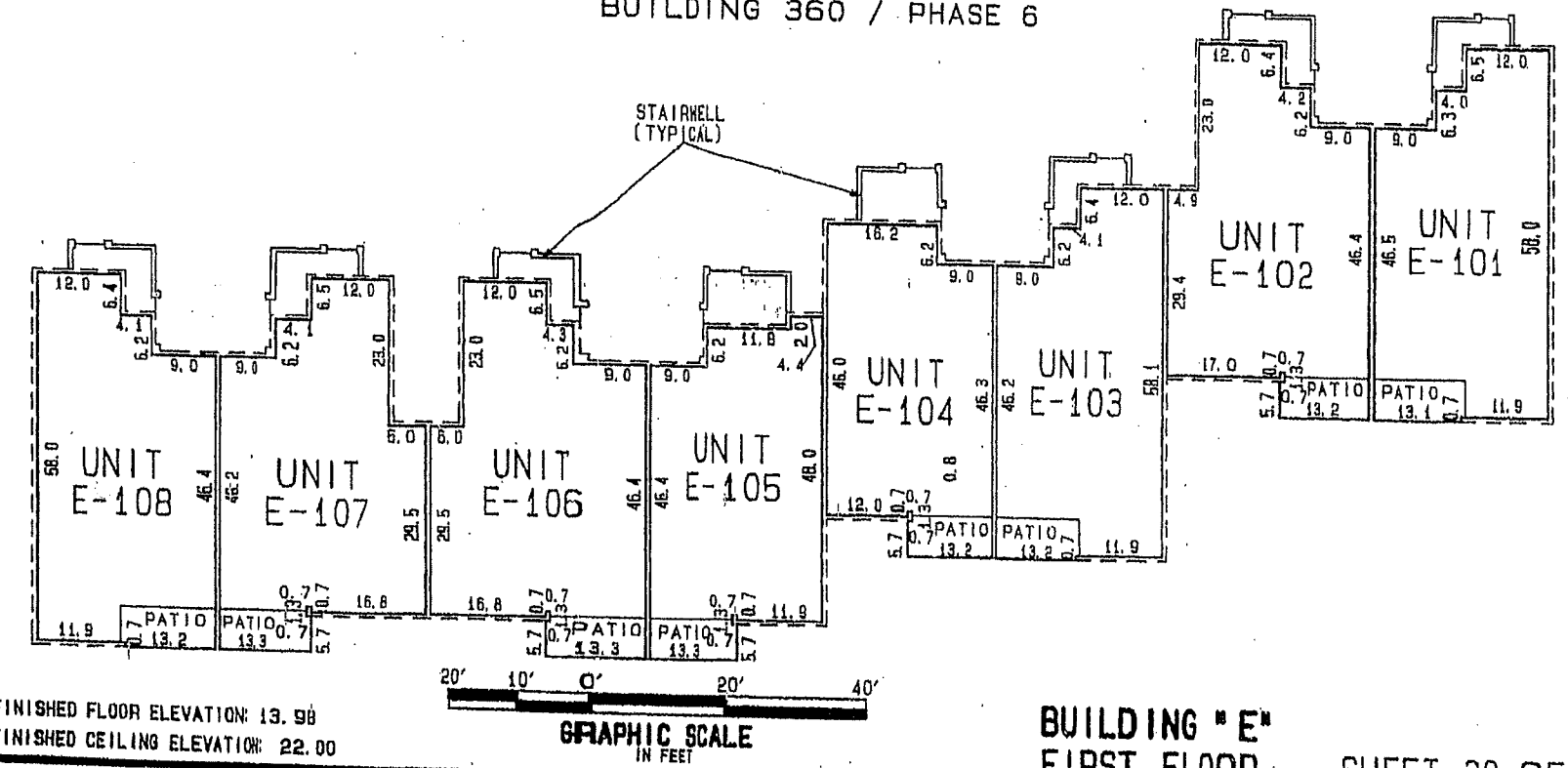
EXHIBIT "A"
Page 4

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements

BUILDING 360 / PHASE 6



FINISHED FLOOR ELEVATION: 13.98
FINISHED CEILING ELEVATION: 22.00

BUILDING "E"
FIRST FLOOR

SHEET 39 OF 50

BENCH MARK LAND SURVEYING & MAPPING, INC. RIVIERA BEACH, FLORIDA

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

ORB 8795 Pg 1712

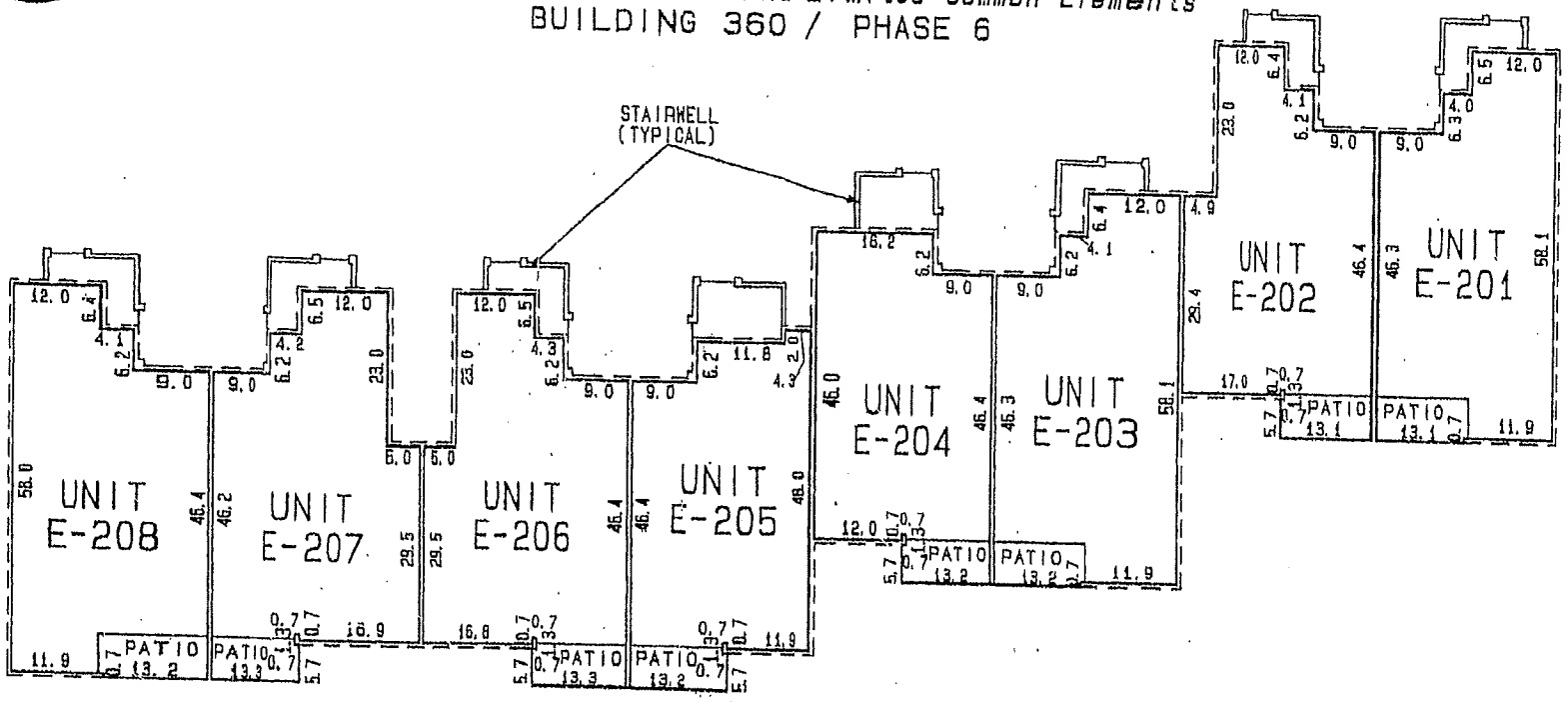
EXHIBIT "A"
Page 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements

BUILDING 360 / PHASE 6



20' 10' 0' 20' 40'

GRAPHIC SCALE
IN FEET

FINISHED FLOOR ELEVATION: 22.60
FINISHED CEILING ELEVATION: 30.62
VAULTED CEILING ELEVATION: 33.62

BUILDING "E"
SECOND FLOOR

SHEET 40 OF 50

BENCH MARK LAND SURVEYING & MAPPING, INC. RIVIERA BEACH, FLORIDA

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

-175-

EXHIBIT "A"
Page 6

ORB 8795 Pg 1713

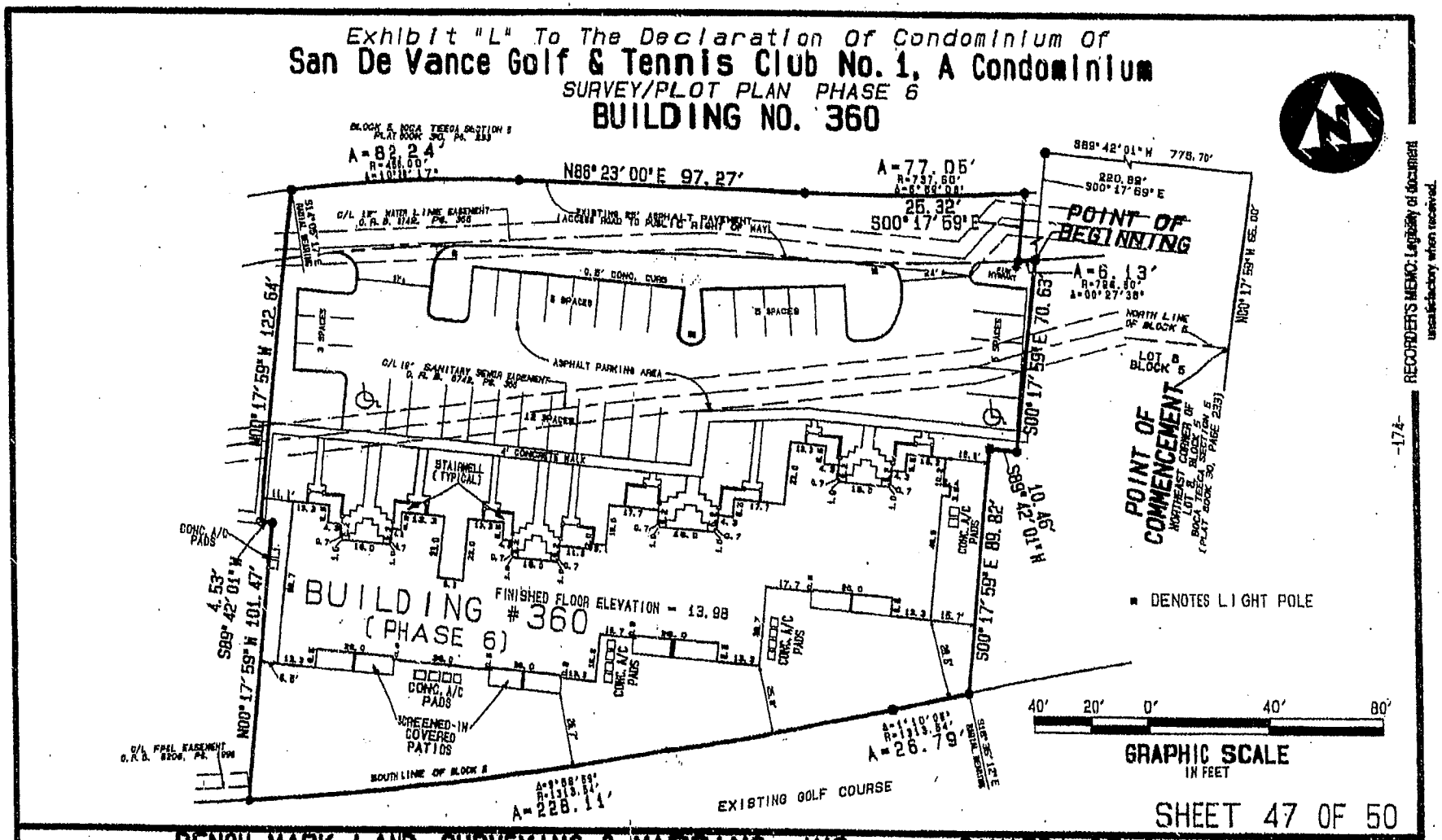
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

SURVEY/PLOT PLAN PHASE 6

BUILDING NO. 360



SHEET 47 OF 50

BENCH MARK LAND SURVEYING & MAPPING, INC. RIVIERA BEACH, FLORIDA

-174-

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

W/C 40

MAR-02-1995 8:18am 95-063723
ORB 8637 Pg 320

Prepared by, and please return to:
MJN/misc
Mitchell C. Fogel, Esq.
Mitchell C. Fogel, P.A.
2255 Glades Road, Suite 234 W
Boca Raton, Florida 33431

EIGHTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 9

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, and Official Records Book 8582, Page 475, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 9 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Eighth Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 9, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is equal to one divided by one hundred eight (1/108).

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

MJN DEVELOPMENT COMPANY, a
Florida general partnership

By: JERFRA DEVELOPMENT, L.C., a
Florida limited liability company,
General Partner

Sheila Rollack
Name: SHEILA ROLLACK

By: [signature]
Title: Vice President

Melinda M. Weaver
Name: MELINDA M. WEAVER

Address: 300 N.W. 67th Street
Boca Raton, FL 33487

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 1 day of March, 1995, by FRANCESCO CINQUEGRANA as Vice President of JERFRA DEVELOPMENT, L.C., a Florida limited liability company, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me or who has produced Driver License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of March, 1995.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
GISELE E ARMAR
COMMISSION NUMBER
CC236700
MY COMMISSION EXP.
OCT. 19,1998

Gisele E. Armar
Notary Public, State of Florida
Name: Gisele E Armar
(SEAL)

My commission expires:

c:\mjn\misc\8thamend.mja

Exhibit "A" Page 1 of 5 ORB 8439 Pg 821

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 9

RECORDER'S MEMO: Legibility of document unsatisfactory when received

Surveyor's Certification:

State of Florida)
ss
County of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A condominium, Phase 9, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this 28TH day of February, A.D. 1995.

Linda A. Weaver
Notary Public, State of Florida
My Commission expires: 12/20/98

LINDA A. WEAVER MY COMMISSION EXPIRES DECEMBER 20, 1998 #CC 423843 NOTARY PUBLIC STATE OF FLORIDA

By: Wm. R. Van Campen
Wm. R. Van Campen, P.L.S.
Florida Certificate Number 2424

-161-

exhibit "A"
Page 2 of 5 ORB 8639 Pg 822

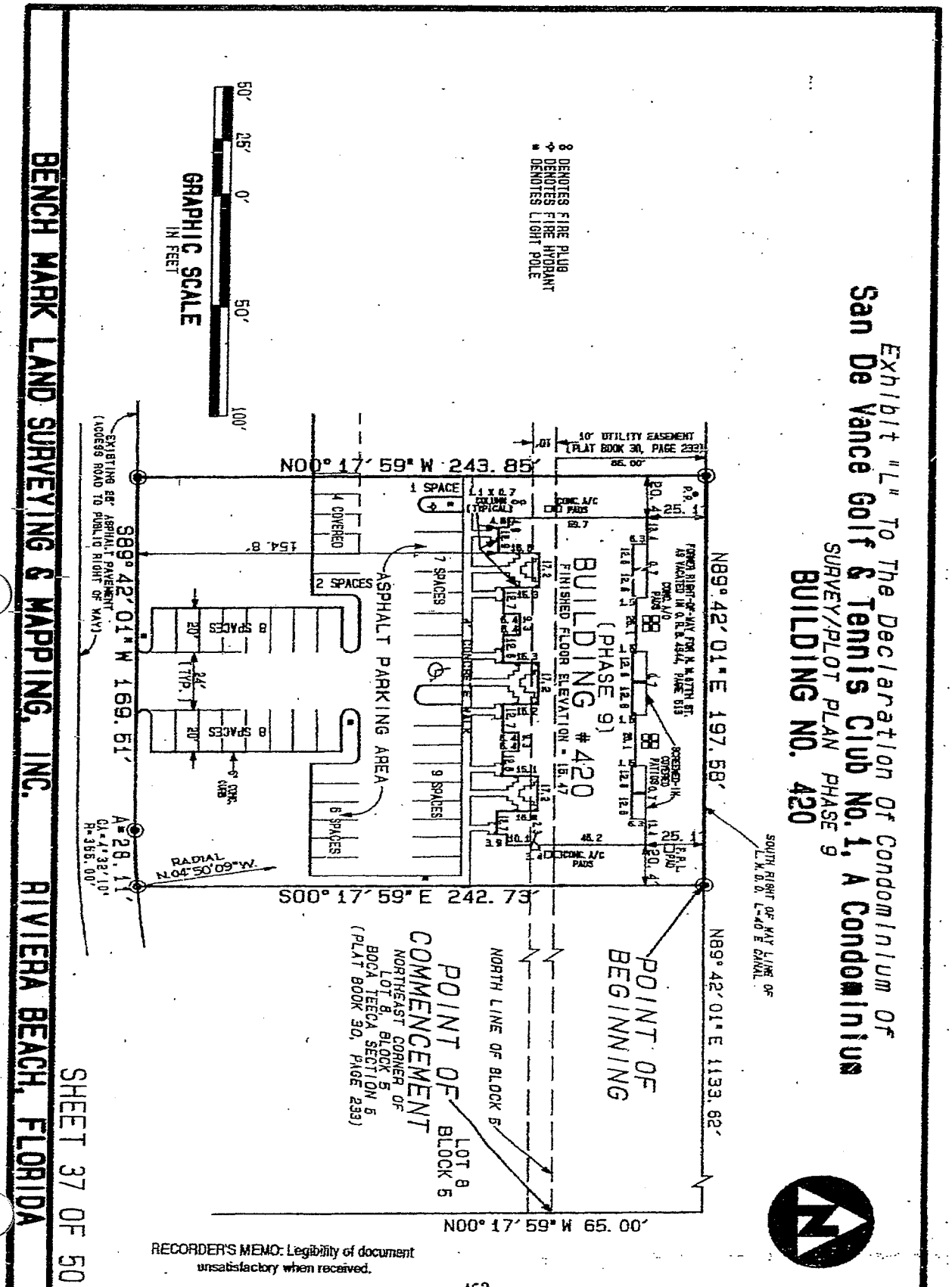


Exhibit "A" Page 37 of 50 ORB 8639 Pg 823

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 9

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 9)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1133.62 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 242.73 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 355.00 FEET, AND WHOSE RADIUS POINT BEARS NORTH 04°50'09" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'10", A DISTANCE OF 28.11 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 169.51 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 243.85 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 197.58 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 48169 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

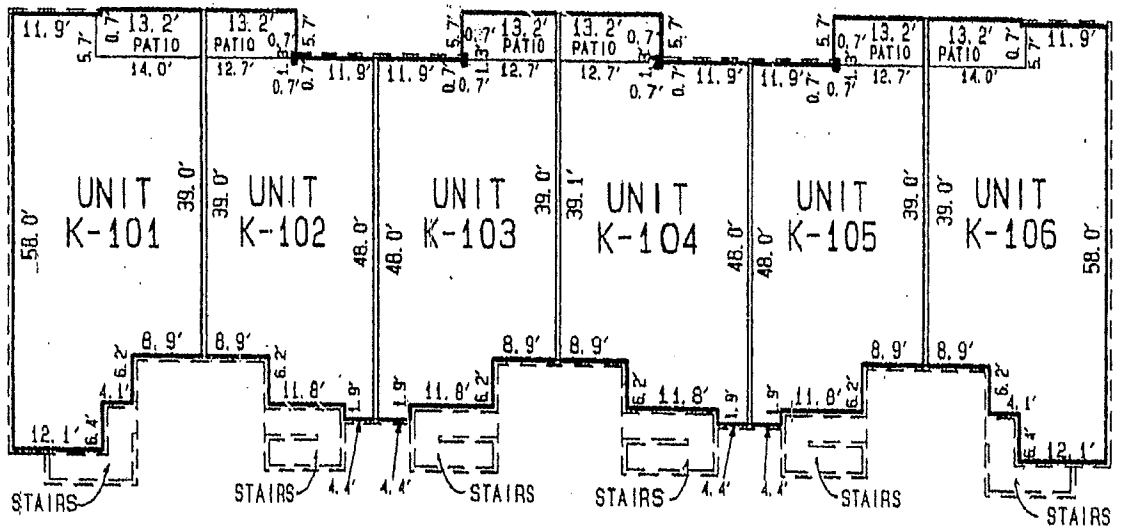
Exhibit "A"
Page 4 of 8 OR Bk 8639 Pg 824

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements

BUILDING 420 / PHASE 9



20' 10' 0' 20' 40'
GRAPHIC SCALE IN FEET

FINISHED FLOOR ELEVATION = 15.45
FINISHED CEILING ELEVATION = 23.45

BUILDING "K"
FIRST FLOOR

SHEET 39 OF 50

BENCH MARK LAND SURVEYING & MAPPING, INC. RIVIERA BEACH, FLORIDA

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

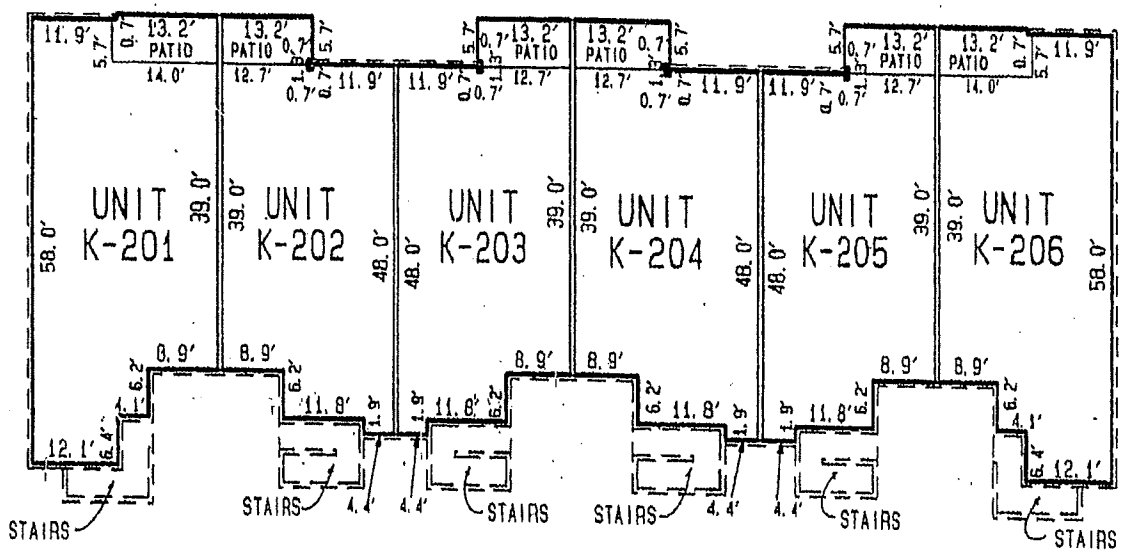
-164-

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements

BUILDING 420 / PHASE 9



FINISHED FLOOR ELEVATION = 23.95
FINISHED CEILING ELEVATION = 31.95
FINISHED VAULTED CEILING ELEV. = 35.20

20' 10' 0' 20' 40'
GRAPHIC SCALE IN FEET

BUILDING "K"
SECOND FLOOR

SHEET 40 OF 50

BENCH MARK LAND SURVEYING & MAPPING, INC. RIVIERA BEACH, FLORIDA

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

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Exhibit "D" OR Bk 8639 Pg 825
Page 5 of 5

ORB 8639 Ps 826
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

CONSENT OF MORTGAGEE TO EIGHTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 9

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage and Security Agreement executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded November 2, 1994, in Official Records Book 8488, Page 326, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, Official Records Book 8433, Page 1219, and Official Records Book 8582, Page 475, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership pursuant to the Eighth Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 9 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 28 day of February, 1995.

Signed, sealed and delivered in the presence of:

Name: Colleen Schmitt

Name: JoAnna Hertz

Carney Bank, ~~F.S.B.~~ A FLORIDA BANKING CORPORATION

BY:

Name: Thomas F. McKenna

Title: Senior Vice President

State of Florida)
Palm Beach) ss
County of ~~Dade~~)

The foregoing instrument was acknowledged before me this 28 day of February, 1995, by Thomas F McKenna as Sr. Vice President of Carney Bank, ~~F.S.B.~~, on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Kelley B Heller
Notary Public, State of Florida

Name: Kelley B. Heller

My Commission Expires:

KELLEY B. HELLER
MY COMMISSION # CC 281281
EXPIRES: April 28, 1997
Bonded Thru Notary Public Underwriters

c:\mjndevco\8thmtgee.con

Prepared by, and please return to:

Mitchell C. Fogel, Esq.
Mitchell C. Fogel, P.A.
2255 Glades Road, Suite 234 W
Boca Raton, Florida 33431

JAN-13-1995 1:59pm 95-012361
ORB 8582 Pg 475

SEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 11

WHEREAS, MIN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, and Official Records Book 8433, Page 1219, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 11 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Seventh Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 11, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is equal to one divided by ninety-six (1/96).

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

Name: Walter Krasow

Name: Mitchell C. Fogel

MIN Development Company, a
Florida general partnership

By: Les Developpements LeRivebourg, Inc.,
a Canadian corporation, General Partner

By: _____
Norman Goodman, President
Address: 586 N.W. 67th Street
Boca Raton, FL 33487

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 13 day of January, 1995, by Norman Goodman, President of Les Developpements Le Rivebourg, Inc., a Canadian corporation, as a general partner of MIN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of January, 1995.

Notary Public, State of Florida
Name: Mitchell C. Fogel
(SEAL)

My commission expires:

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

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

ORB 8582 Pg 476

EXHIBIT A
PAGE 105

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 11, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

SWORN TO, AND SUBSCRIBED BEFORE ME
THIS 13th DAY OF Jan. AD 1995

Mary E. Gunn
MARY E. GUNN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 25, 1997

MARY E. GUNN
OFFICIAL SEAL
My Comm. Expires 05-25-97
BONDED THROUGH
ALAN INSURANCE SERVICES
CC#05993

By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

STATE OF FLORIDA

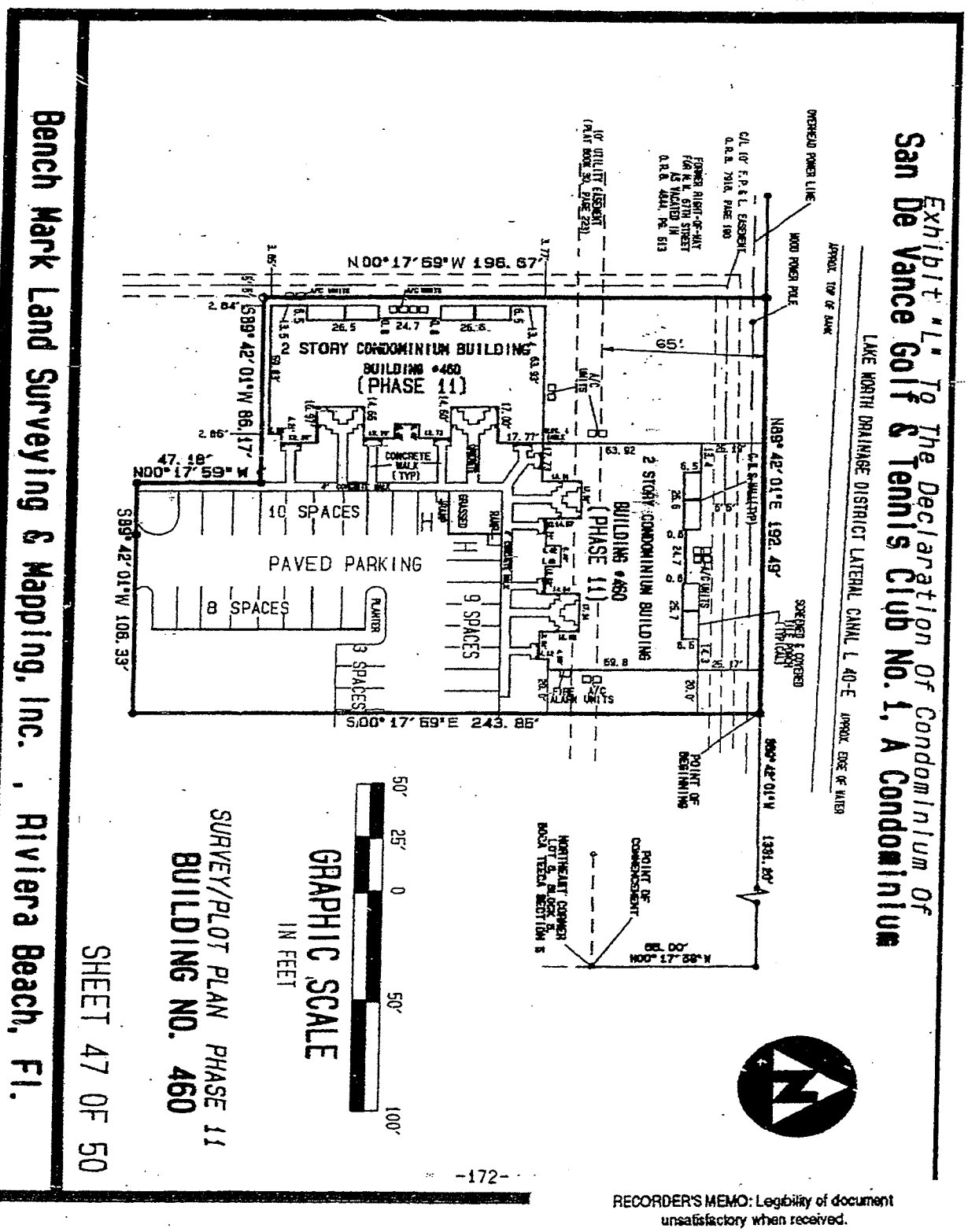
-171-

Sheet 46 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

EXHIBIT "A"
PAGE 20F5

RECORDER'S MEMO: Legi
of Writing, Typing or Printi
unsatisfactory in this docun
when received.



RECORDER'S MEMO: Legibility of document unsatisfactory when received.

ORB 8582 Pg 478

Exhibit "A"
Page 3 of 5

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 11)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1331.20 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 243.85 FEET; THENCE, SOUTH 89°42'01' WEST, A DISTANCE OF 106.33 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 47.18 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 86.17 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 42874 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASTMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

-173-

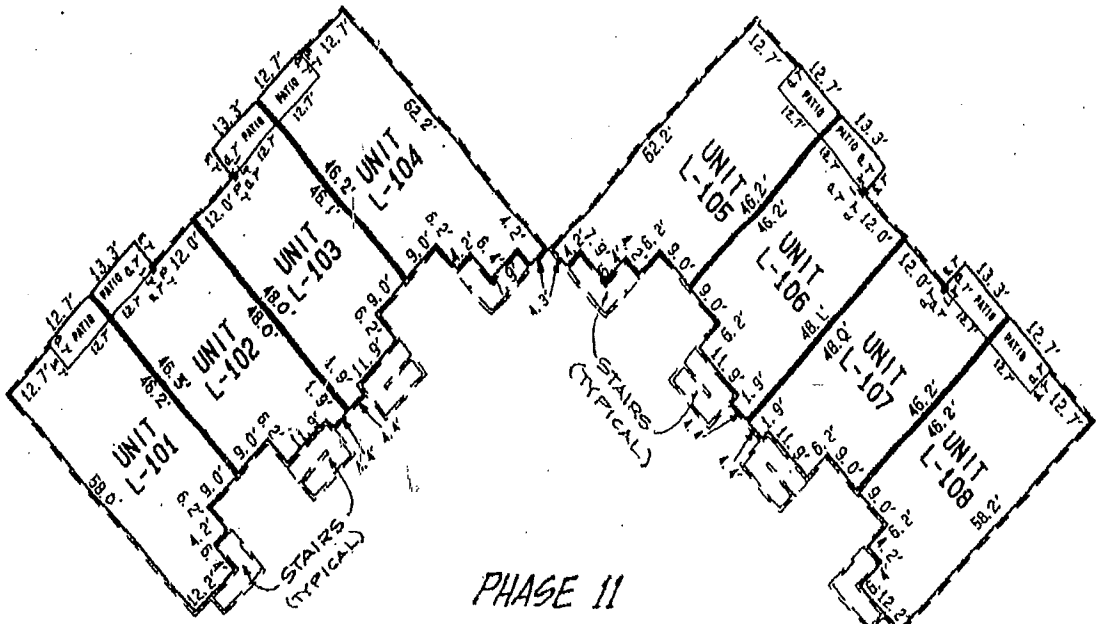
ORB 8582 Pg 479

Exhibit "A"
Page 49 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE II

30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "L"
FIRST FLOOR

FINISHED FLOOR ELEVATION: 16.45
FINISHED CEILING ELEVATION: 24.45

SHEET 49 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

P-148

-174-

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

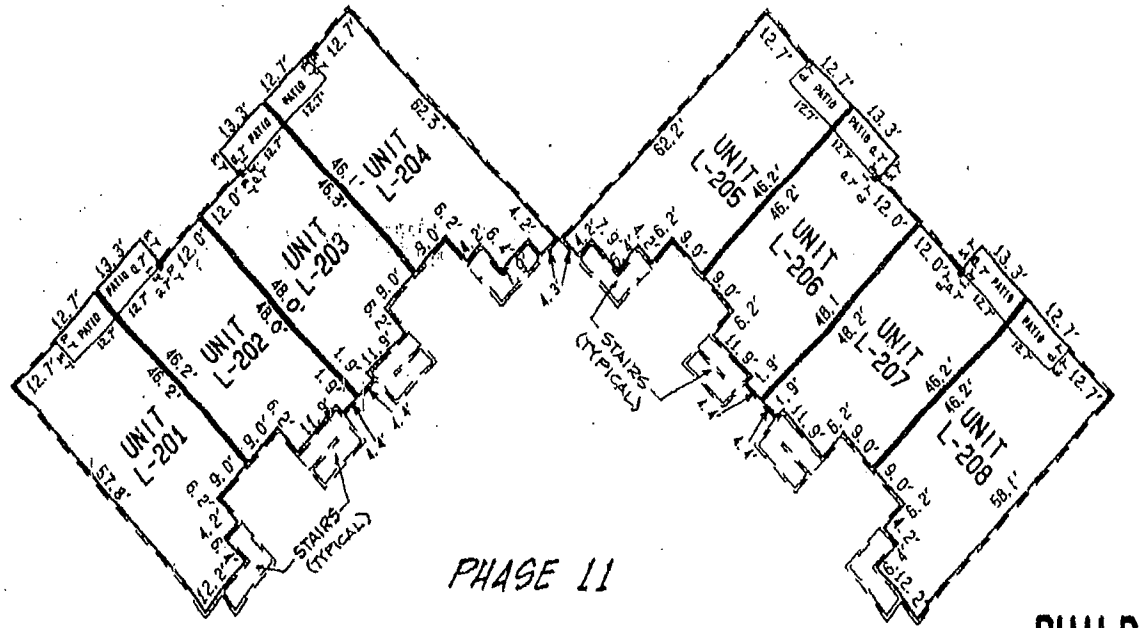
ORB 8582 Ps 480

EXHIBIT "A"
PAGE 50 OF 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE II

30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "L"
SECOND FLOOR

FINISHED FLOOR ELEVATION: 25.10
FINISHED CEILING ELEVATION: 33.10

SHEET 50 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

-175-

P-148

ORB 8582 Ps 481
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

CONSENT OF MORTGAGEE TO SEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 11

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 7529, Page 1964, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, Official Records Book 8433, Page 1210, and Official Records Book 8433, Page 1219, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership pursuant to the Seventh Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 11 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 7 day of January, 1995.

Signed, sealed and delivered
in the presence of:

Madeline Kahalley
Name: MADELINE KAHALLEY

Sara de la Rosa
Name: SARA DE LA ROSA

AMERICAN SAVINGS OF FLORIDA, F.S.B.

BY: Joanne Seibert, V.P.
Name: Joanne Seibert
Title: Vice President

State of Florida)
) ss
County of Dade)

The foregoing instrument was acknowledged before me this 9 day of January, 1995, by Joanne Seibert as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B., on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Madeline Kahalley
Notary Public, State of Florida
Name: MADELINE KAHALLEY

My Commission Expires:

OFFICIAL NOTARY SEAL
MADELINE KAHALLEY
Commission Number
My Commission Expires

c:\mjndevco\7thmtgee.con

Notice: Poor Quality of Writing, Typing or Printing unsatisfactory in this document when received.

Mitchell Fogel
2255 Glades Rd.
Ste 234W
Boca Raton, 33431

SEP-20-1994 3:49PM 94-318112
ORB 8433 Pg 1219

SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM

THIS SIXTH AMENDMENT is made this 8th day of September, 1994, by San De Vance Golf and Tennis Club Condominium Association No. 1, Inc., a Florida not-for-profit corporation ("Association").

RECITALS:

A. The Association is the Association under that certain Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, and Official Records Book 8433, Page 1210, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration").

B. Section 16.3 of the Declaration provides, in pertinent part, that the "Condominium Documents" (as defined in the Declaration) may be amended by the Board of Directors ("Board") of the Association at a meeting and such amendment shall become effective when unanimously approved by the entire Board.

C. The Association desires to amend the Declaration as set forth herein and the Board has held a duly called and noticed special meeting, at which the Board unanimously approved the amendment to the Declaration described below, as required under Section 16.3 of the Declaration.

NOW, THEREFORE, by virtue of the authority of the Association as aforesaid, the Association hereby amends the Declaration as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Definitions. Unless specifically set forth in this Amendment otherwise, the defined terms used herein have the same definitions such terms are given in the Declaration.

3. Amendment. The following is hereby added to the Declaration as Section 28 thereof:

> "28. If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award shall be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and be disbursed to Unit Owners and their mortgagees as their interests may appear of record. Notwithstanding anything herein to the contrary, the Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority. If the Condominium Property is totally condemned, the Condominium shall be terminated. If some, but not all, of the Condominium Property is condemned, the Condominium shall be terminated as to that portion of the Condominium Property which is condemned, whereupon the undivided share of the Condominium Property per Unit Owner will be automatically re-adjusted."

4. Ratification. Except as specifically set forth in this Sixth Amendment, all other matters provided by the Declaration remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Association has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

San De Vance Golf and Tennis Club
Condominium Association No. 1, Inc.,
a Florida not-for-profit corporation

By: _____
Norman Goodman, President
Address: 260 N.W. 67th Street
Unit 107
Boca Raton, FL 33487

Name: MITCHELL C. FOGEL

Name: Debra S. Fogel

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 8th day of September, 1994, by Norman Goodman, President of San De Vance Golf and Tennis Club Condominium Association No. 1, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September, 1994.

Notary Public, State of Florida
Name: MITCHELL C. FOGEL
(SEAL)

My commission expires:

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

d:\mjodevco\6themend.mjn

CONSENT OF MORTGAGEE TO SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage executed by MIN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 7529, Page 1964, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, Official Records Book 8277, Page 1870, and a Fifth Amendment of even date herewith intended to be recorded immediately prior hereto, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the Sixth Amendment to the Declaration ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 6th day of September, 1994.

Signed, sealed and delivered
in the presence of:

Madeline Fahalley
Name: MADELINE FAHALLEY

Candace L Savitz
Name: CANDACE L. SAVITZ

AMERICAN SAVINGS OF FLORIDA, F.S.B.

BY: [illegible]
Name: [illegible]
Title: Vice President

ORB 8433 Ps 1222
DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

State of Florida)
) ss
County of Dade)

The foregoing instrument was acknowledged before me this 8th day of September, 1994, by Marcie Laban as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B., on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Madeline Kahalley
Notary Public, State of Florida

Name: MADELINE KAHALLEY

"OFFICIAL NOTARY SEAL"
MADELINE KAHALLEY
Commission No. CC330354
My Comm. Exp. 12-9-97

My Commission Expires:

e:\mjndevco\6thmtgee.com

TOTAL P.05

SEP-20-1994 3:49PM 94-318111
ORB 8433 Ps 1210

Prepared by, and please return to:

Mitchell C. Fogel, Esq.
Mitchell C. Fogel, P.A.
2255 Glades Road, Suite 234 W
Boca Raton, Florida 33431

FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 8

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, and Official Records Book 8277, Page 1870, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 8 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Fifth Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 8, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is equal to one divided by eighty (1/80).

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

Mitchell C. Fogel
Name: Mitchell C. Fogel

Debra S. Fogel
Name: Debra S. Fogel

MJN Development Company, a
Florida general partnership

By: Les Developpements Le
Rivebourg, Inc., a
Canadian corporation,
General Partner

By: _____
Norman Goodman, President
Address: 260 N.W. 67th Street
Unit 107
Boca Raton, FL 33487

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 8th day of September, 1994, by Norman Goodman, President of Les Developpements Le Rivebourg, Inc., a Canadian corporation, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September, 1994.

Notary Public, State of Florida
Name: Mitchell C. Fogel
(SEAL)

My commission expires:

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

c:\mjndevco\5thamend.mjn

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 8, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

The foregoing instrument was acknowleged before me this 20th day of September, A.D., 1994, by Wm. R. Van Campen, who is personally known to me.

Linda A. Ackerman
Notary Public
My Commission
20 December-1994

LINDA A. ACKERMAN NOTARY PUBLIC STATE OF FLORIDA My Comm Expires Dec 20 1994 No CC 065756

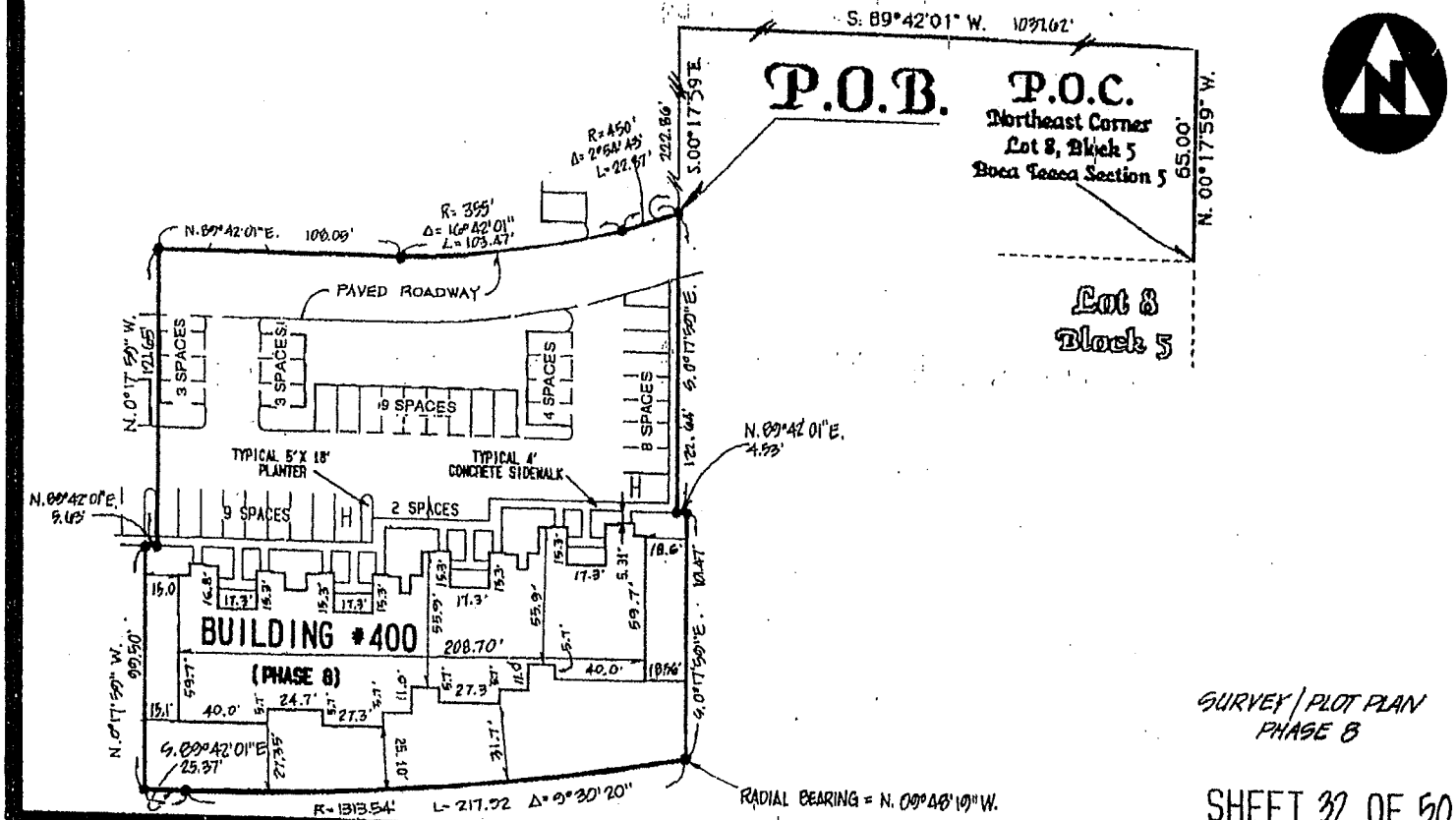
By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

-156-

ORB 8433 Pg 1212

Sheet 31 Of 50

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 8

SHEET 32 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

P-148

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 8)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1037.62 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 222.86 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 122.64 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 4.53 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 101.47 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS NORTH 09°48'19" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°30'20", A DISTANCE OF 217.92 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 25.37 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 99.50 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 5.63 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 121.65 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 108.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°42'01", A DISTANCE OF 103.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°54'43", A DISTANCE OF 22.87 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 52041 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

SHEET 33 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

P-148

-961-

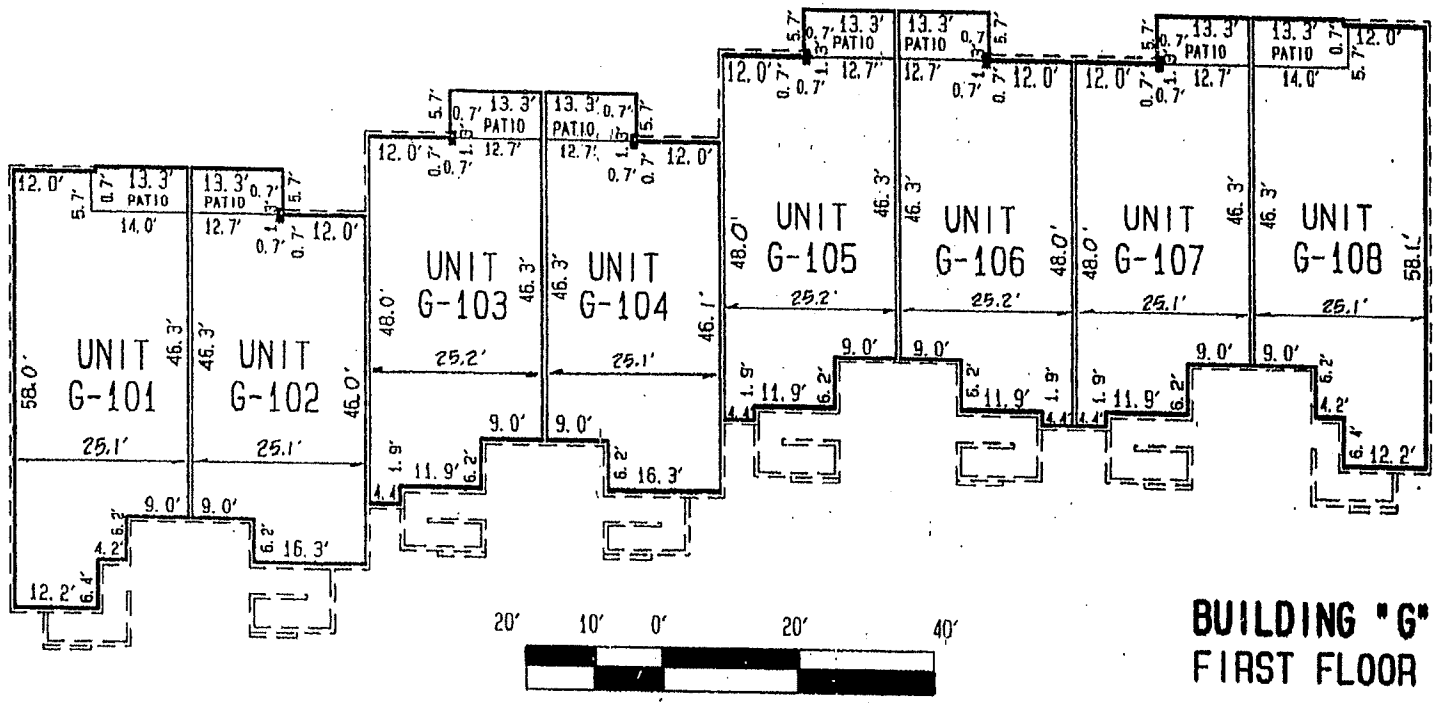
ORB 8433 Pg 1214

Exhibit "A", Page 4 of 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



BUILDING "G"
FIRST FLOOR

GRAPHIC SCALE
IN FEET

FINISHED FLOOR ELEVATION: 15.79'
FINISHED CEILING ELEVATION: 23.85'

SHEET 34 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

P-148

-159-

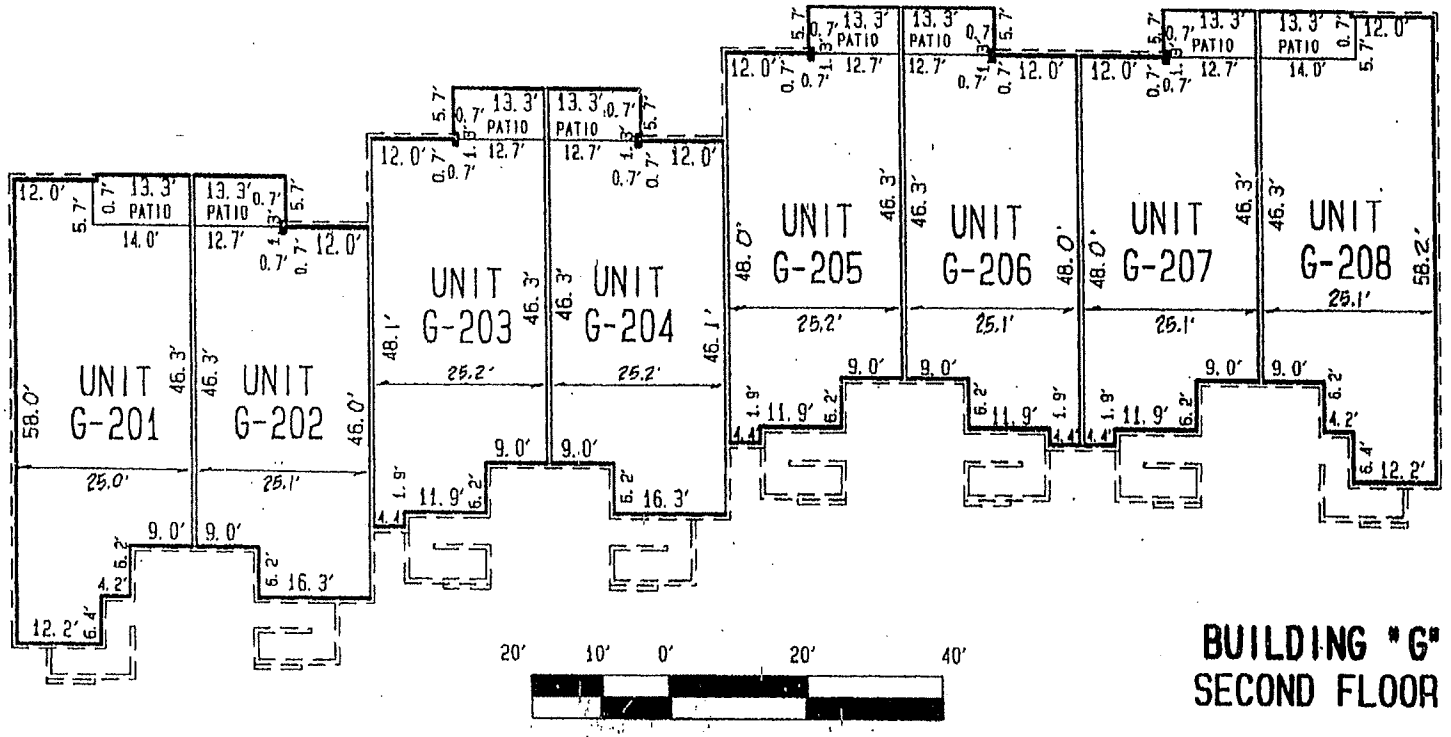
OR 8433 Pg 1215

Exhibit "A", PAge 5 of 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE
IN FEET

BUILDING "G"
SECOND FLOOR

FINISHED FLOOR ELEVATION: 24.30'
FINISHED CEILING ELEVATION: 32.20'

SHEET 35 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

-160-

ORB 8433 Pg 1216

P-148

CONSENT OF MORTGAGEE TO FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 8

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 7529, Page 1964, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, Official Records Book 8277, Page 1866, and Official Records Book 8277, Page 1870, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership pursuant to the Fifth Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 8 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 9th day of September, 1994.

Signed, sealed and delivered
in the presence of:

Madeline Kahaley
Name: MADELINE KAHALEY

Candace L. Savitz
Name: CANDACE L. SAVITZ

AMERICAN SAVINGS OF FLORIDA, F.S.B.

BY: [signature]
Name: [illegible]
Title: Vice President

ORB 8433 Ps 1218
DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

State of Florida)
) ss
County of Dade)

The foregoing instrument was acknowledged before me this 8th day of September 1994, by Joanne Fabian as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B., on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Madeline Kahalley
Notary Public, State of Florida

Name: MADELINE KAHALLEY

My Commission Expires:

"OFFICIAL NOTARY SEAL"
MADELINE KAHALLEY
Commission No. CC330254
My Comm. Exp. 12-9-97

c:\mjndevco\5thmtgee.con

MAY-25-1994 4:14PM 94-185133
ORB 8277 Ps 1870

FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 10

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, and Official Records Book 7896, Page 624, and San De Vance Golf and Tennis Club Condominium Association No. 1, Inc., a Florida not-for-profit corporation, has executed a Third Amendment of even date herewith, intended to be recorded prior to the recording hereof, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration"); and

WHEREAS, the Developer desires to add Phase 10 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium; and

WHEREAS, the Developer desires to modify the size of a portion of the proposed Units to construct and sell two bedroom, two bath Units and three bedroom, two bath Units in the remaining phases of San De Vance Golf and Tennis Club, No. 1.

NOW, THEREFORE, the Developer, (1) as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Fourth Amendment, to condominium ownership under the Declaration; and (2) hereby amends the Declaration by replacing existing Exhibits "1", "F", and "L" of the Declaration with new Exhibits "1" "F", and "L", which new Exhibits are attached hereto and made a part hereof as Exhibits "B", "C", and "D", respectively.

Because of the addition of Phase 10, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1.5625%.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

MJN Development Company, a
Florida general partnership

By: Les Developpements Le
Rivebourg, Inc., a
Canadian corporation,
General Partner

By: _____
Norman Goodman, President
Address: 260 N.W. 67th Street
Unit 107
Boca Raton, FL 33487

_____
Name: SHARON RITTER

_____
Name: MITCHELL C. FOGEL

Prepared by Mitchell C. Fogel
Record and Return to Mitchell C. Fogel, P.A.
MITCHELL C. FOGEL, P.A.
ONE BOCA PLACE, SUITE 234 W
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 25 day of May, 1994, by Norman Goodman, President of Les Developpements Le Rivebourg, Inc., a Canadian corporation, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of May, 1994.

Notary Public, State of Florida
Name: Mitchell C. Fogel
(SEAL)

My commission expires:

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

c:\mjndevco\4thamend.mjn

ORB 8277 Pg 1872

CONSENT OF MORTGAGEE TO FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 10

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 7529, Page 1964, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, Official Records Book 7896, Page 624, and a Third Amendment of even date herewith, intended to be recorded prior to the recording hereof, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership pursuant to the Fourth Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 10 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 25 day of May, 1994.

Signed, sealed and delivered
in the presence of

Barbara Carter
Name: Barbara Carter

Name:

AMERICAN SAVINGS OF FLORIDA, F.S.B.

BY: Joanne Soban, V.P.
Name: Joanne Soban
Title: Vice President

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

State of Florida)
) ss
County of Dade)

The foregoing instrument was acknowledged before me this 25 day of May, 1994, by Thomas Kilbane as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B, on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires:

"OFFICIAL NOTARY SEAL"
MADELINE R. HALLEY
Commission No. CC330154
My Comm. Exp. 12-9-97

e:\mjndevco\4thmtgee.con

TOTAL P.05

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
SS
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 10, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

The foregoing instrument was acknowleged before me this 24TH day of May, A.D. 1994, by Wm. R. Van Campen, who is personally known to me.

Linda A. Ackerman
Notary Public
My Commission Expires:
20 December-1994

LINDA A. ACKERMAN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires Dec. 20, 1994 No. CC 065750

By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

-166-

Sheet 41 Of 50

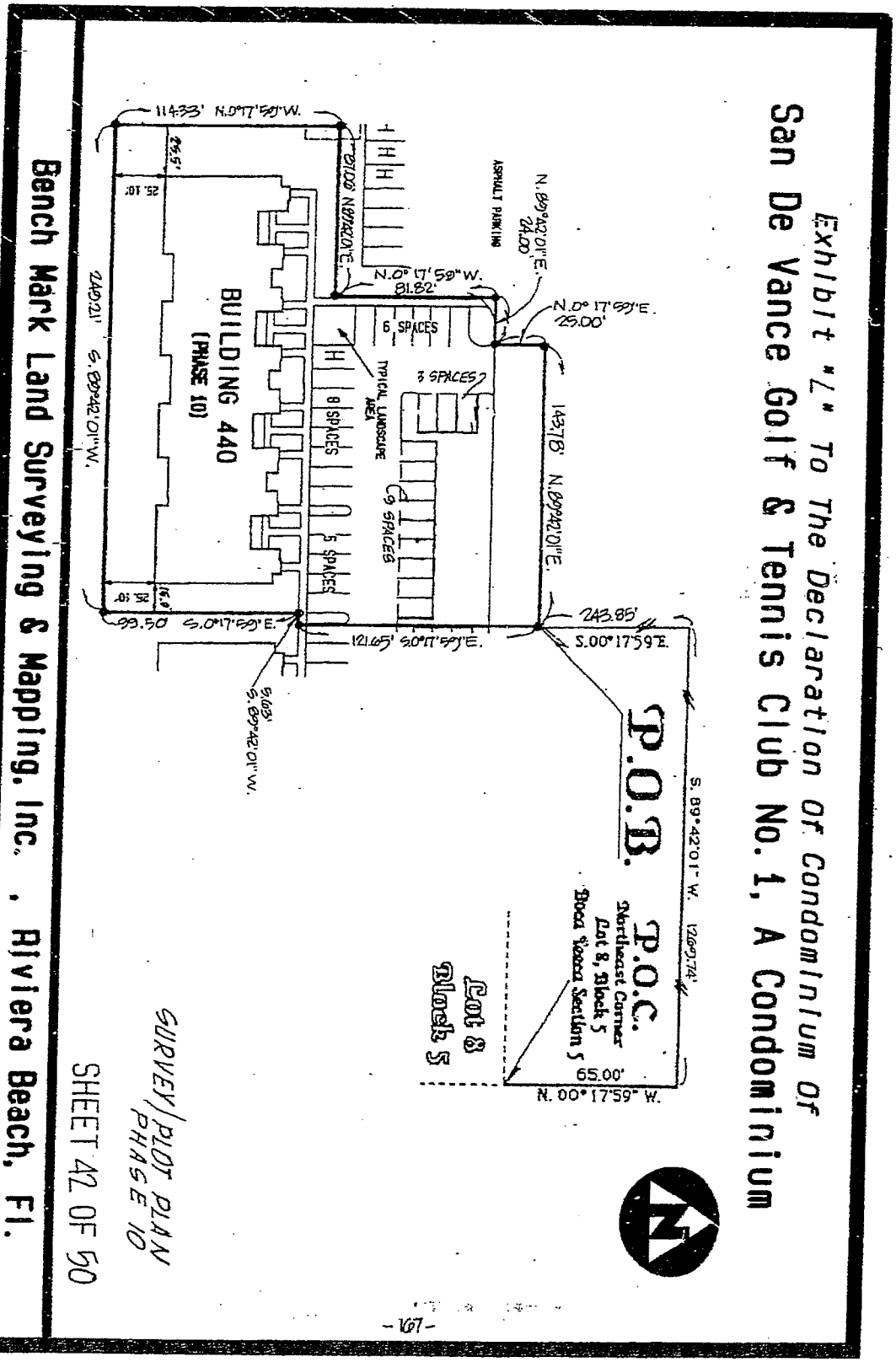


Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium
Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.
SURVEY/PLOT PLAN
PHASE 10
SHEET 42 OF 50
BUILDING 440
(PHASE 10)
114.33' N.0°17'59"W.
249.21' S.89°42'01"W.
99.50 S.0°17'59"E.
121.65' S.0°17'59"E.
5.63' S.89°42'01"W.
N.89°42'01"E. 24.00'
N.0°17'59"W. 81.82'
N.0°17'59"E. 25.00'
143.78' N.89°42'01"E.
243.85' S.00°17'59"E.
S.89°42'01"W. 126.74'
65.00' N.00°17'59"W.
P.O.B.
P.O.C.
Northeast Corner
Lot 8, Block 5
Boca Teeca Section 5
Lot 8
Block 5
6 SPACES
8 SPACES
5 SPACES
9 SPACES
3 SPACES
TYPICAL LANDSCAPE AREA
ASPHALT PAVING

ORB 8277 Pg 1876

EXHIBIT "A", PAGE 3 OF 5

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 10)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1269.74 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 243.85 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 121.65 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 6.63 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 99.50 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 249.21 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 114.33 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 87.06 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 81.82 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 143.78 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 45899 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

- 691 -

SHEET 43 OF 50

Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.

OR 8277 Pg 1877

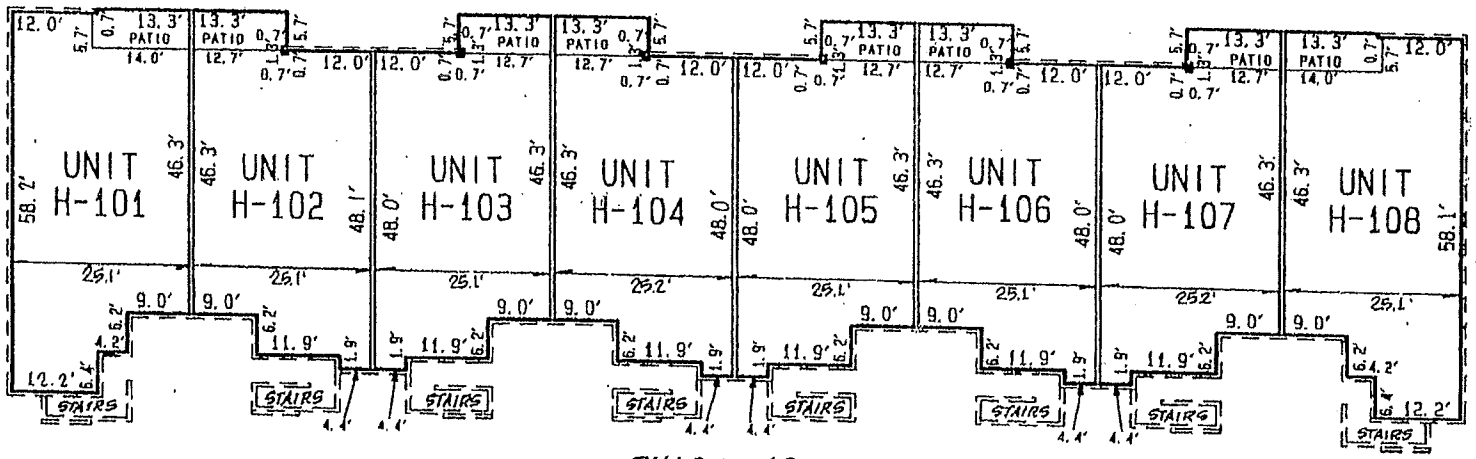
EXHIBIT "A", PAGE 4 OF 5

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

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 10

20' 10' 0' 20' 40'

GRAPHIC SCALE IN FEET

FINISHED FLOOR ELEVATION: 15.85'
FINISHED CEILING ELEVATION: 23.01'

BUILDING "H"
FIRST FLOOR

SHEET 44 OF 50

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Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

OR 8277 Ps 1278

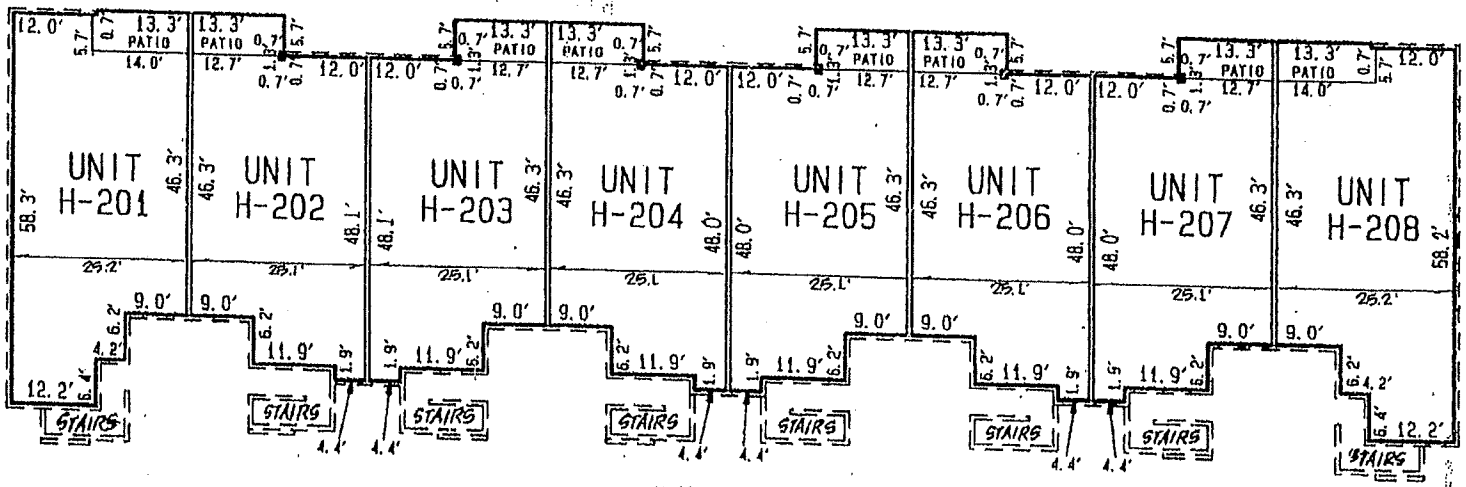
EXHIBIT "A", PAGE 5 OF 5

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

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 10

20' 10' 0' 20' 40'

GRAPHIC SCALE IN FEET

BUILDING "H"
SECOND FLOOR

FINISHED FLOOR ELEVATION: 24.54'
FINISHED CEILING ELEVATION: 32.01'

SHEET 45 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

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ORB 8277 Pg 1879

EXHIBIT "B", Page 1 of 15

Legal Description Of Phase I,
Recreation Facilities And Ingress And Egress Easement

(Land Submitted To Condominium Ownership Herewith)

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

EXHIBIT "1"
-50-

Sheet 1 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE I AND RECREATION FACILITIES)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 250.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 5; THENCE, SOUTH 89°42'01" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 274.50 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 233.57 FEET; THENCE, NORTH 74°25'06" WEST, A DISTANCE OF 44.05 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 69.37 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°11'23" WEST, ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 465.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 100.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 86.17 FEET; THENCE, SOUTH 00°17'39" EAST, A DISTANCE OF 47.18 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 81.82 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 87.06 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 114.33 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID BLOCK 5; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.)

CONTAINING: 150136 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Sheet 2 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 1, 25 FOOT INGRESS & EGRESS EASEMENT)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 74°25'06" EAST, A DISTANCE OF 44.05 FEET; THENCE, SOUTH 71°00'00" WEST,, A DISTANCE OF 169.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1012.50 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°00'00", A DISTANCE OF 88.36 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 76°00'00" WEST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 762.50 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°23'00", A DISTANCE OF 138.18 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°23'00", DISTANCE OF 99.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET; THENCE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°42'01", A DISTANCE OF 110.76 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 251.83 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 251.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°42'01", A DISTANCE OF 103.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET; THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°23'00", A DISTANCE OF 105.11 FEET TO THE END OF SAID CURVE; THENCE, NORTH 86°23'00" EAST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 737.50 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°23'00", A DISTANCE OF 133.65 FEET TO THE END OF SAID CURVE; THENCE, NORTH 76°00'00" EAST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 987.50 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'00", A DISTANCE OF 86.18 FEET TO THE END OF SAID CURVE; THENCE, NORTH 71°00'00" EAST, A DISTANCE OF 133.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 28,509 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

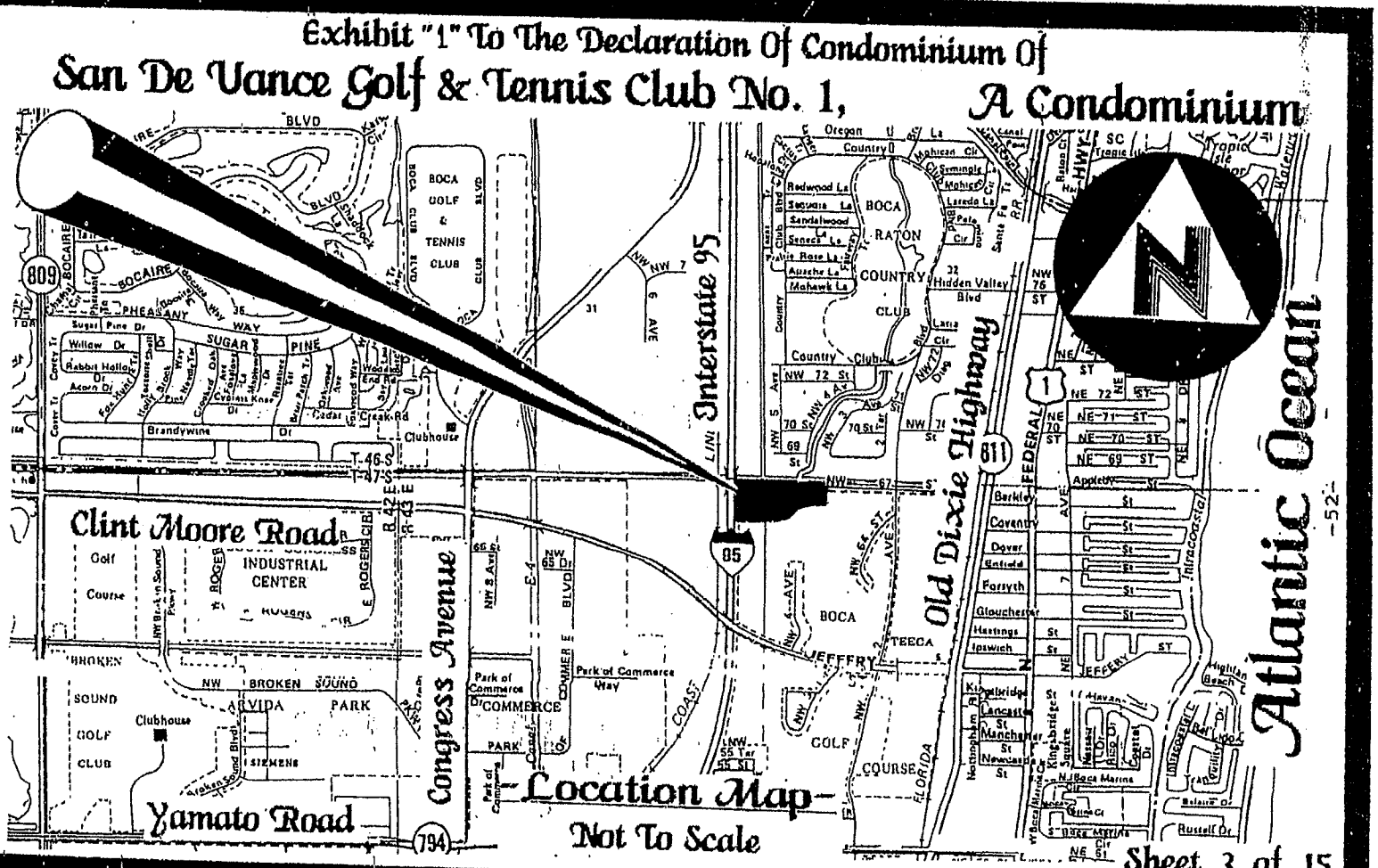
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

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

88 8277 Pg 1882

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 3 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 8277 Pg 1883

EXHIBIT "B", Page 4 of 15

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Notes :

Special notes specific to the location of the Condominium units and location of the common and limited common elements for all units.

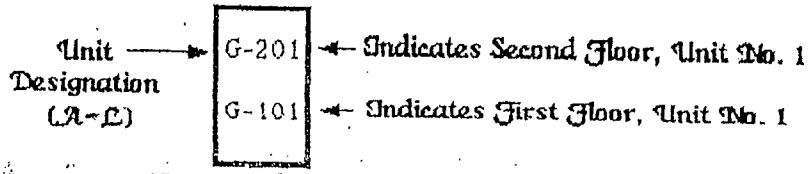
1. San De Vance Golf & Tennis Club No. 1, A Condominium, is being submitted to the Condominium Act by this declaration of Condominium, accordingly, dimensions and locations of improvements are given on an "as built" basis.
2. The elevation of the Benchmark, floor, and ceiling are expressed in National Geodetic Vertical Datum (N.G.V.D.), where 0.00 feet is equal to Mean Sea Level, and are delineated in feet and decimal parts thereof.
3. All interior angles of the Condominium units are 90° 00' 00", unless otherwise noted.
4. All wall thicknesses are 0.80 feet, unless otherwise noted.

Legend :

——— = Indicates the boundary of a Condominium unit.

– – – – = Indicates a common element.

▨ = Indicates a limited common element.



Typical Unit Designation

Scale: 1"=40'

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Sheet 4 of 15

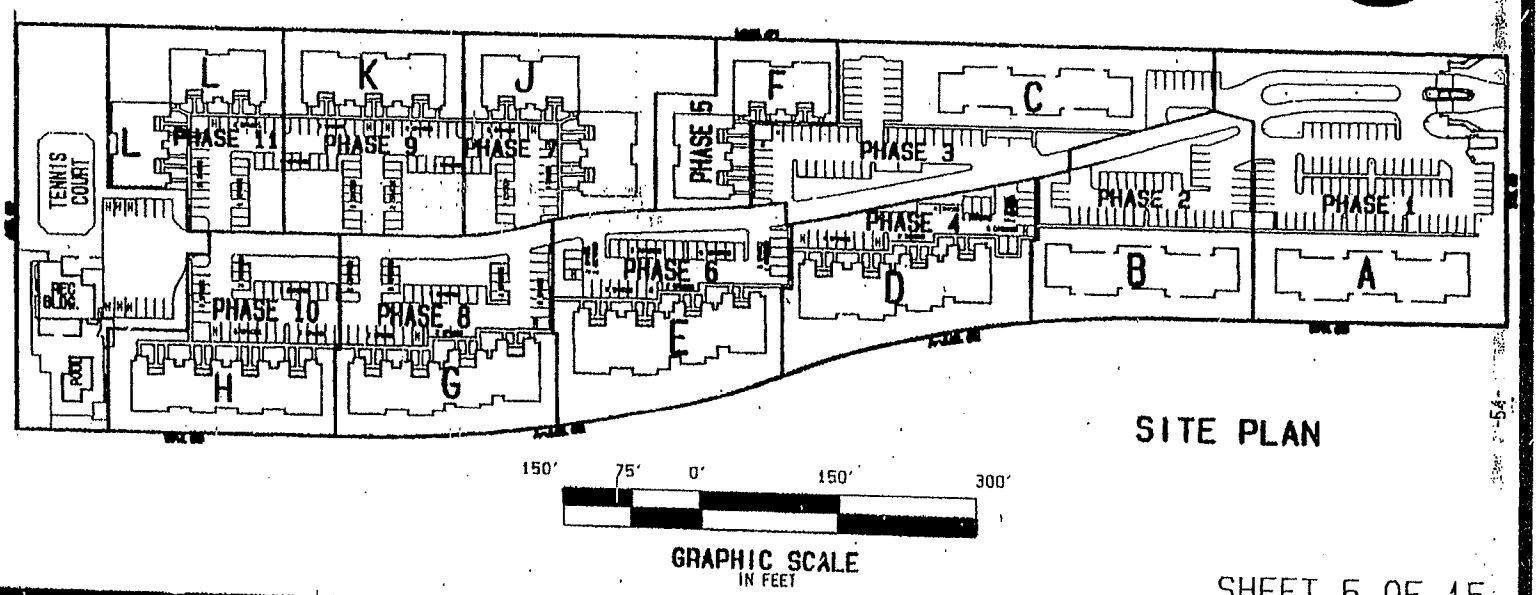
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

2-6500

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



SITE PLAN

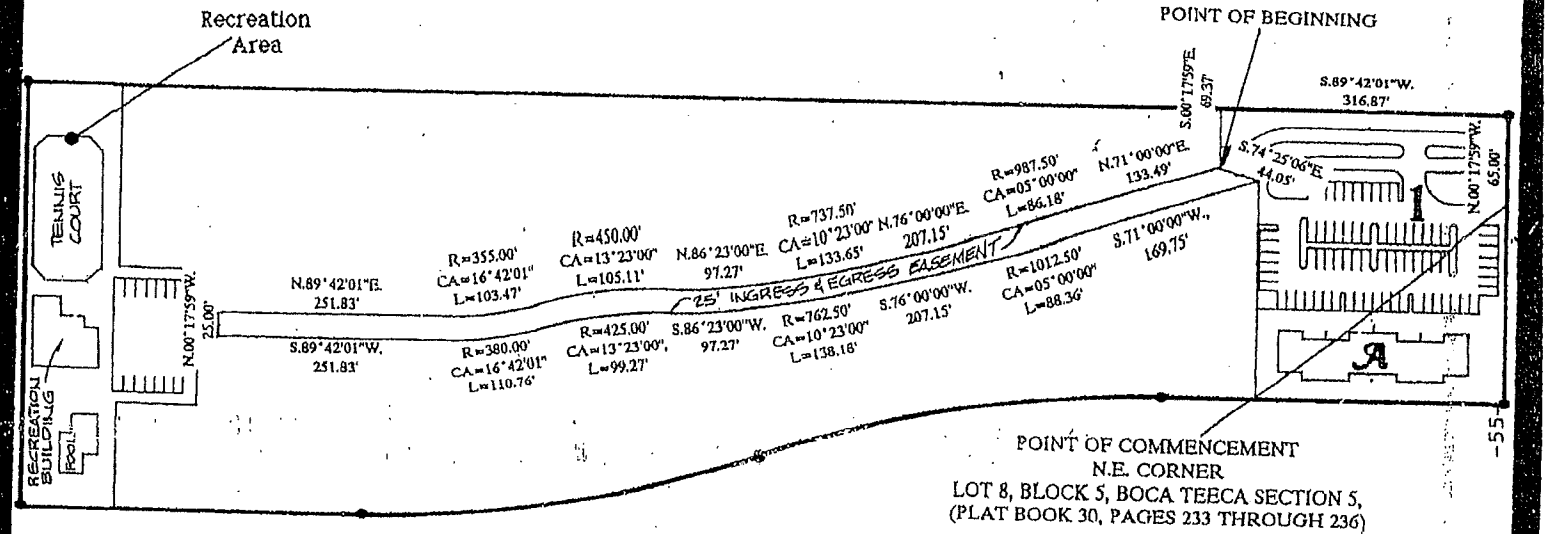
SHEET 5 OF 15

Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.

ORB 8277 Pg 1885

EXHIBIT "B", Page 6 of 15

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



-Site Plan-

AND DESCRIPTION SKETCH FOR
INGRESS-EGRESS EASEMENT

Sheet 6 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 8277 Pg 1886

EXHIBIT "B", Page 7 of 15

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 1

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 1, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this 27th day of December, A.D., 1990.

Linda A. Ackerman

Linda A. Ackerman
Notary Public, State of Florida
My commission expires: 20-December-1994

By: Wm. R. Van Campen

Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

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Sheet 7 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

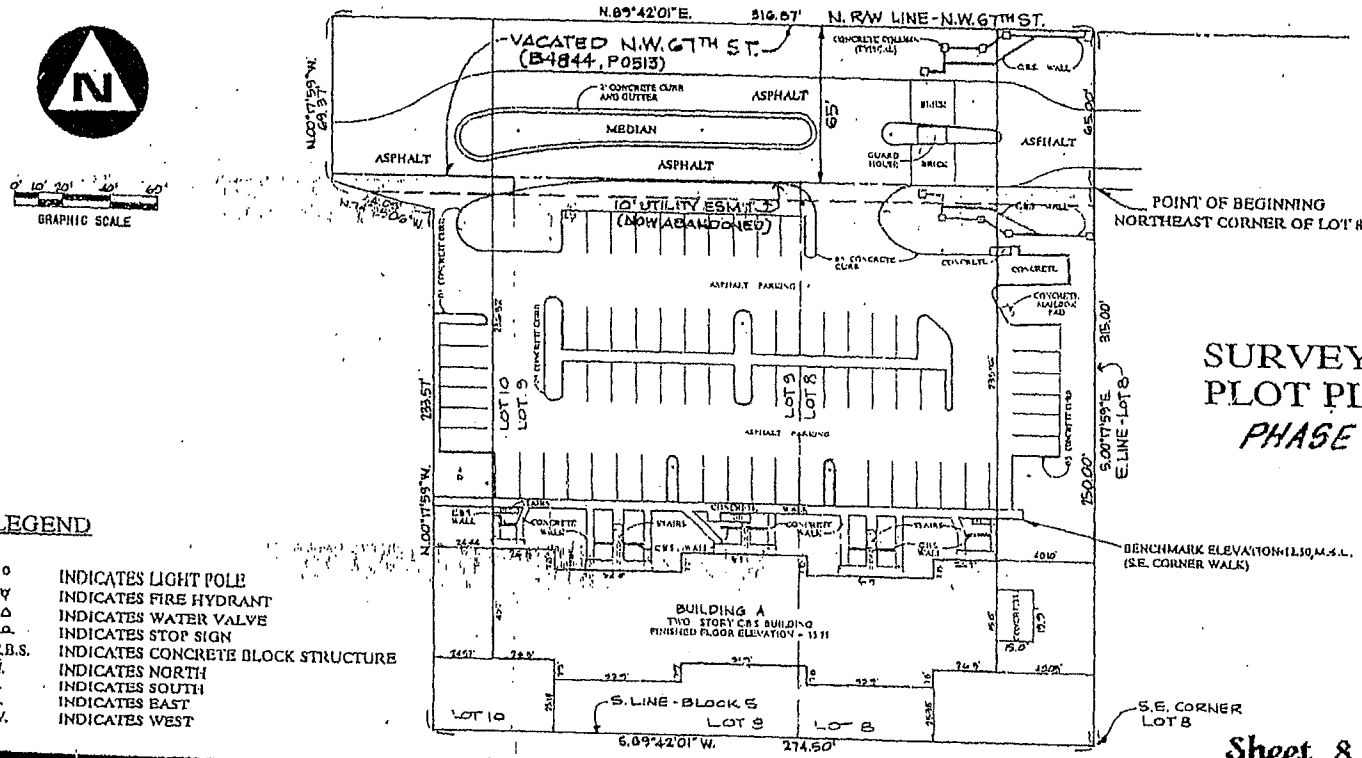
P-650(

ORB 8277 Pg 1887

EXHIBIT "B", Page 8 of 15

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



LEGEND

o	INDICATES LIGHT POLE
⊽	INDICATES FIRE HYDRANT
⊳	INDICATES WATER VALVE
⊳	INDICATES STOP SIGN
C.B.S.	INDICATES CONCRETE BLOCK STRUCTURE
N.	INDICATES NORTH
S.	INDICATES SOUTH
E.	INDICATES EAST
W.	INDICATES WEST

SURVEY / PLOT PLAN

PHASE 1

Sheet 8 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

P-6500

ORB 8277 Pg 1888

EXHIBIT "B", Page 9 of 15

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 1)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, SOUTH 00°17'59" EAST, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 250.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 5; THENCE, SOUTH 89°42'01" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 274.50 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 233.57 FEET; THENCE, NORTH 74°25'06" WEST, A DISTANCE OF 44.05 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 69.37 FEET TO THE INTERSECTION THEREOF WITH THE NORTH RIGHT OF WAY LINE OF N.W. 67TH STREET; THENCE, NORTH 89°42'01" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 89662 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Sheet 9 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

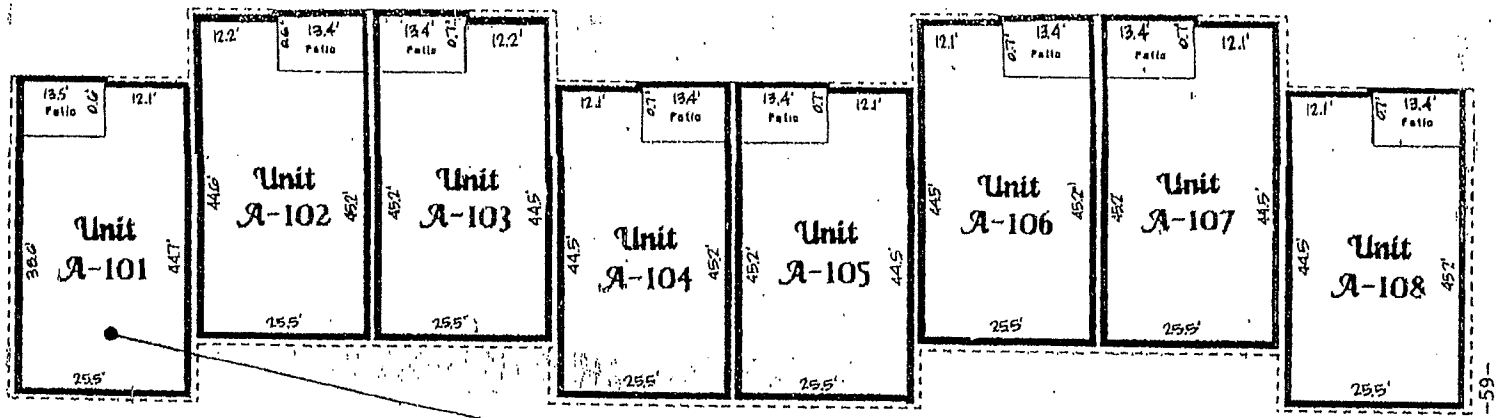
P-6500

ORB 8277 Pg 1889

EXHIBIT "B", Page 10 of 15

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Special Note Affecting Unit A-101 Only:
The maximum size for the Concrete Slab for Unit A-101 is 15'x20 feet

N

Building A
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation: 13.75
Finished Ceiling Elevation: 21.84

Sheet 10 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

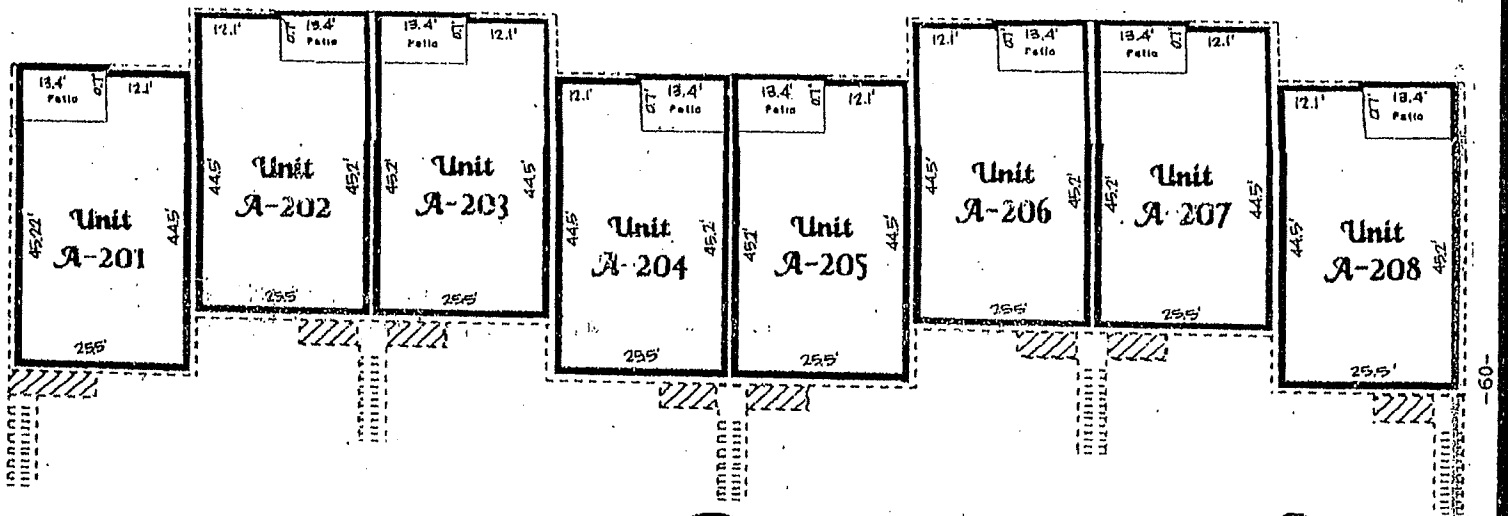
-59-

OR 8277 Pg 1850

EXHIBIT "B", Page 11 of 15

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building A
Second Floor

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation: 22.27
Finished Ceiling Elevation: 30.36

Sheet 11 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

P-6500

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Recreation Facility, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

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Further Affiant Sayeth Naught:

The foregoing instrument was acknowleged before me this 24TH day of MAY, A.D., 1994, by Wm. R. Van Campen, who is personally known to me.

Linda A. Ackerman
Notary Public
My Commission Expires
20 December-1994

LINDA A. ACKERMAN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires Dec 20 1994 No CC 065756

By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 12 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

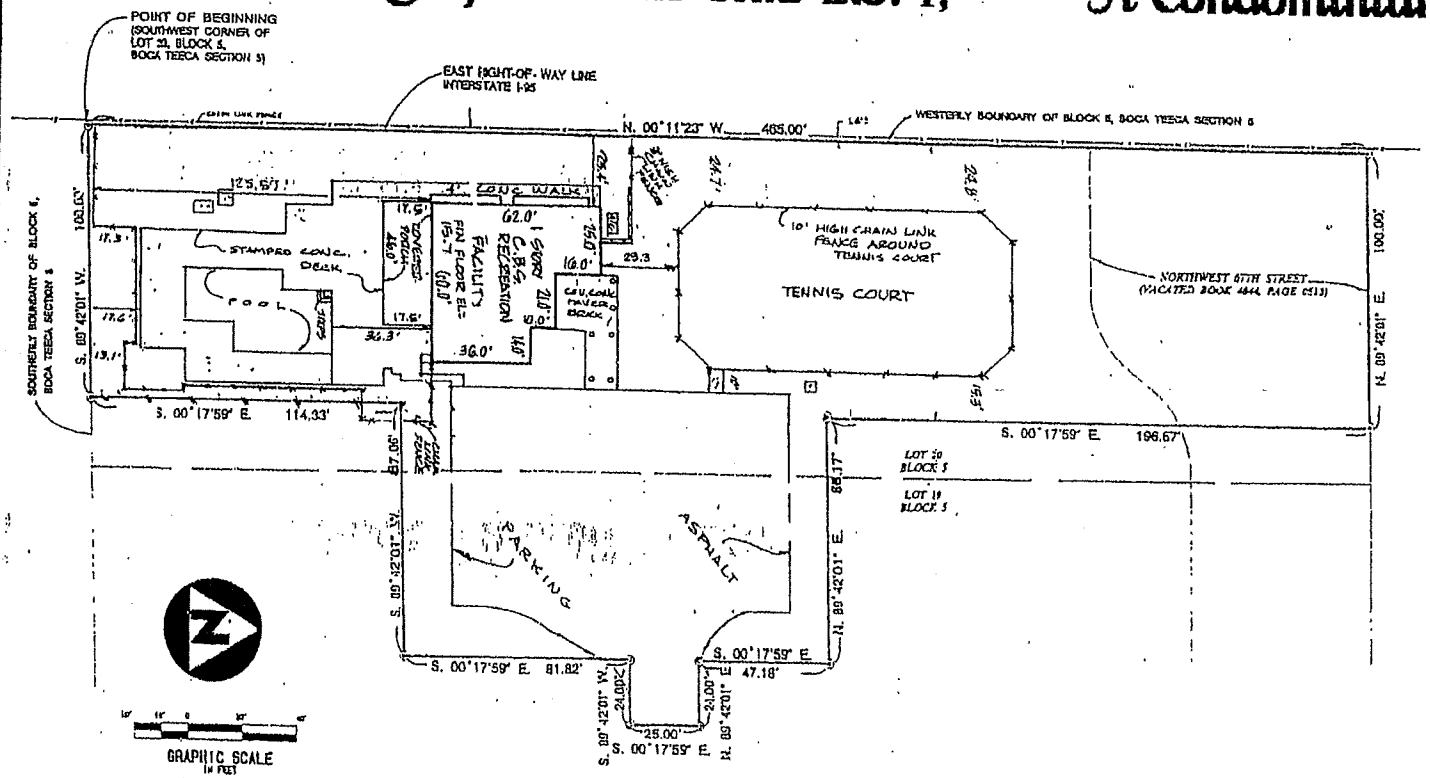
P 1.48

ORB 8277 Pg 1892

EXHIBIT "B", Page 13 of 15

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 13 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

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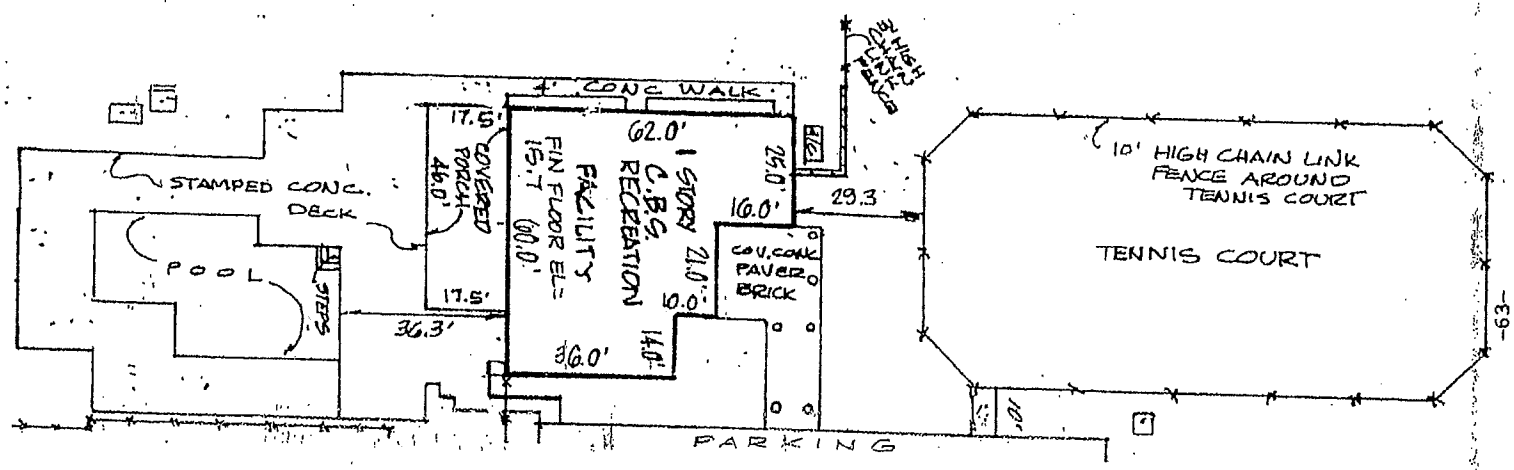
P.145

OR 8277 Pg 1893

EXHIBIT "B", Page 14 of 15

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Recreational Facility Common Elements



N

0' 30' 60' 120'

Graphic Scale In Feet: 1"=30'

Sheet 14 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

6500

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, RECREATION FACILITIES)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°11'23" WEST, ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 465.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 100.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 86.17 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 47.18 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 81.82 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 87.06 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 114.33 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID BLOCK 5; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.)

CONTAINING: 60474 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Sheet 15 of 15

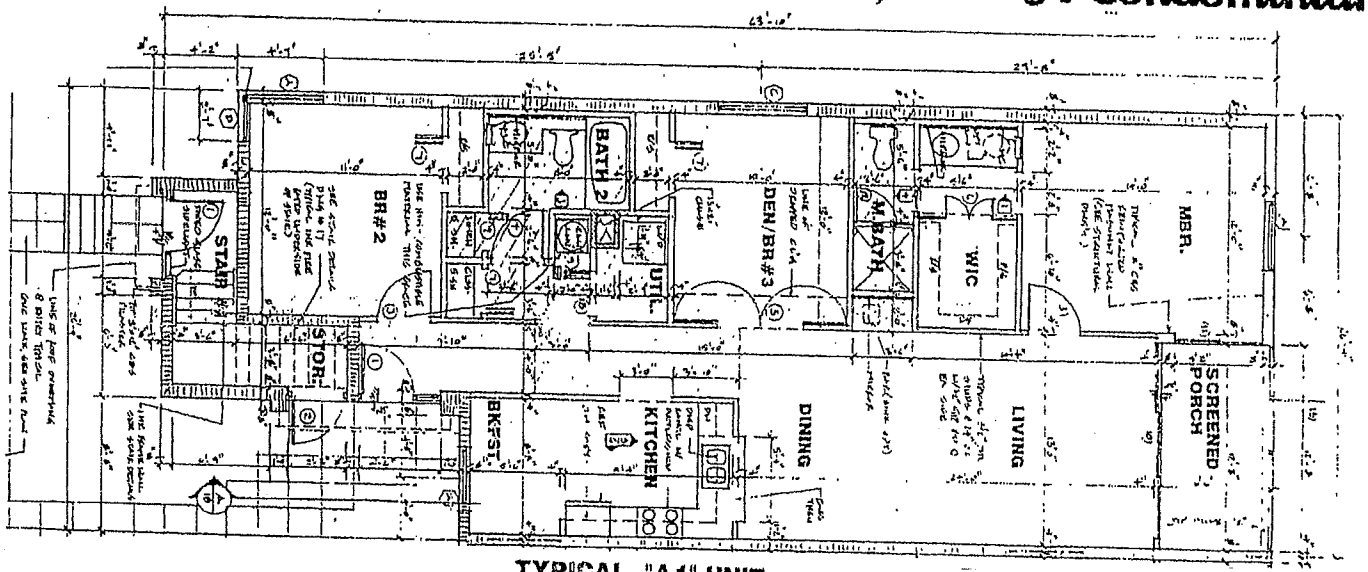
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL – West Palm Beach, FL

ORB 6277 Pg 1875

EXHIBIT "C", Page 1 of 10

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

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "A1" UNIT

LIVING AREA	1347 S.F.
PORCH	86 S.F.
TOTAL	1433 S.F.
COMMON STORAGE	38 S.F.

Notes:

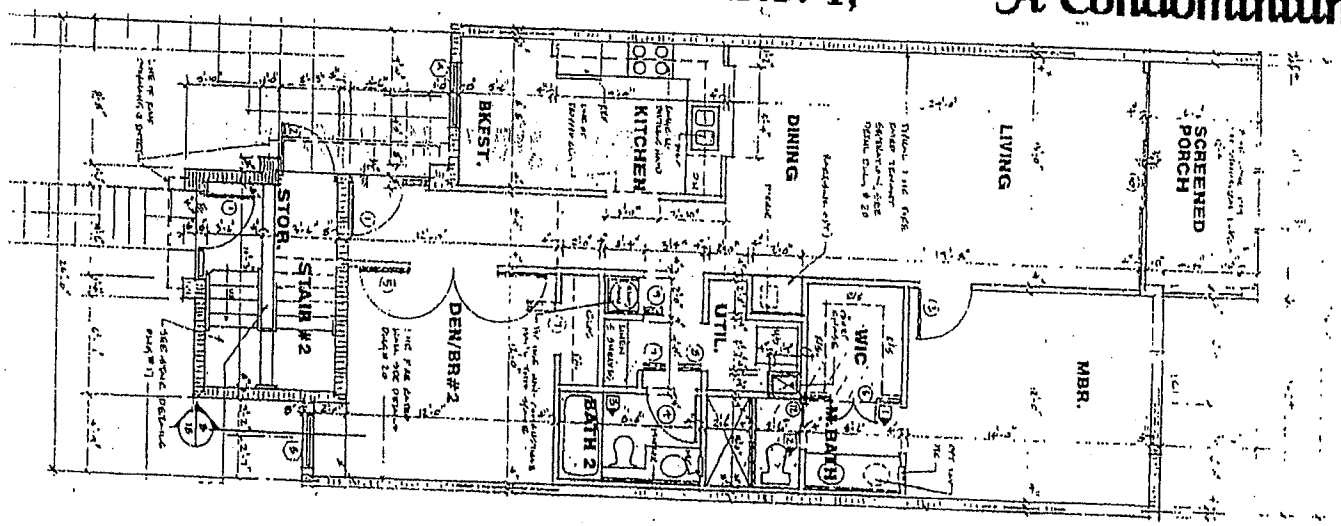
1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

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

ORB 5277 Ps 1894

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "B1" UNIT

LIVING AREA	1181 S.F.
PORCH	89 S.F.
TOTAL	1270 S.F.
COMMON STORAGE	42 S.F.

Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

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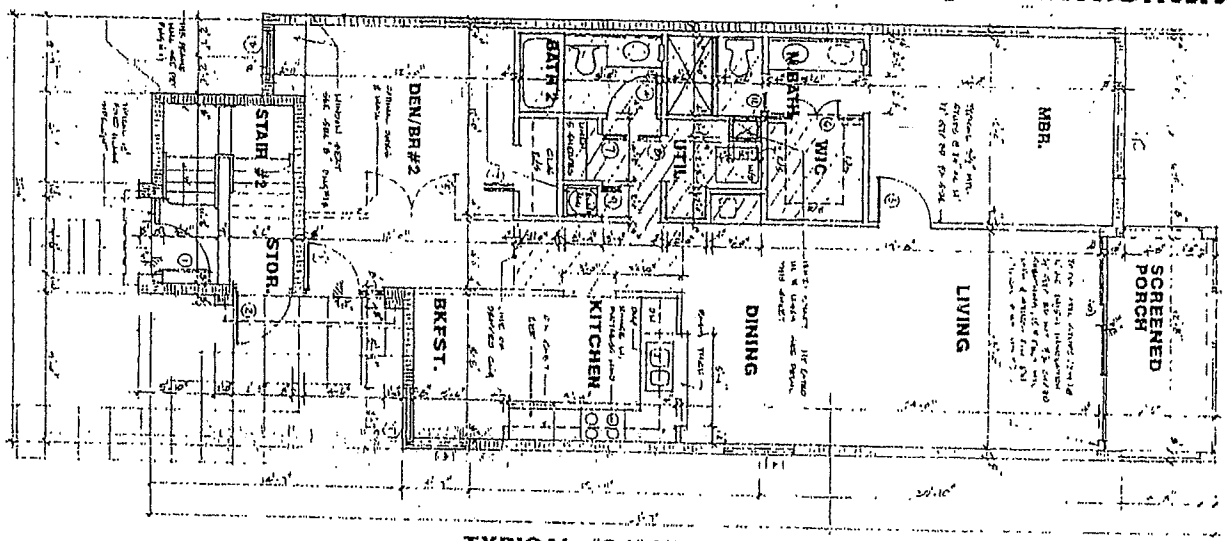
Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "C1" UNIT

LIVING AREA	1194 S.F.
PORCH	91 S.F.
TOTAL	1285 S.F.
COMMON STORAGE	42 S.F.

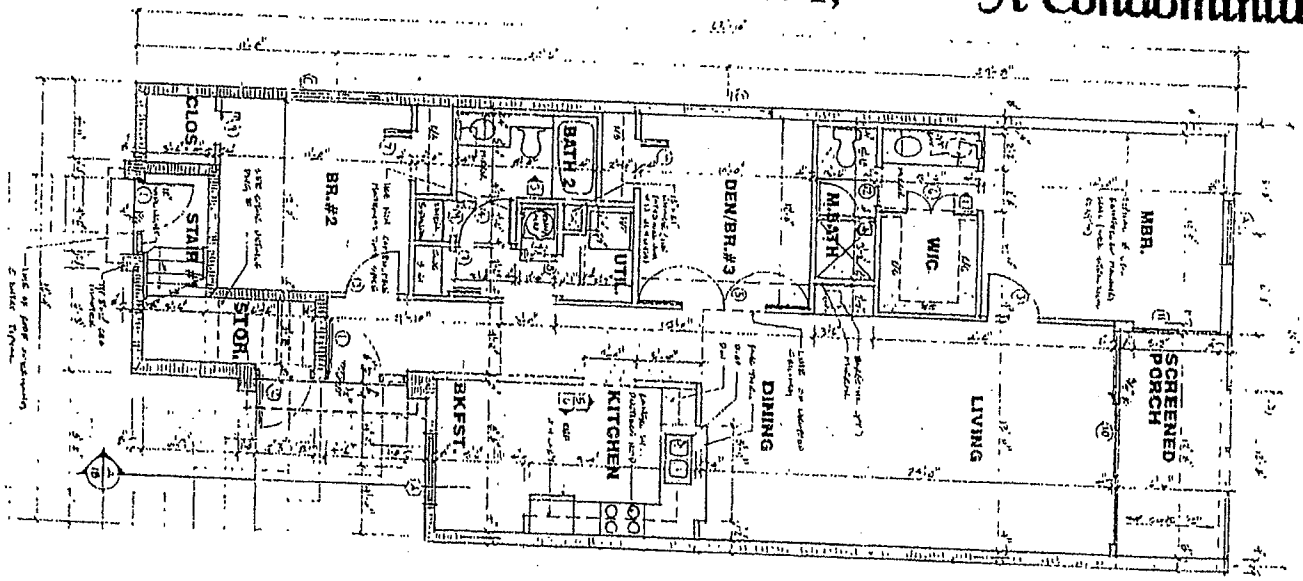
Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL – West Palm Beach, FL

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

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "D1" UNIT

LIVING AREA	1368 S.F.
PORCH	86 S.F.

Notes:

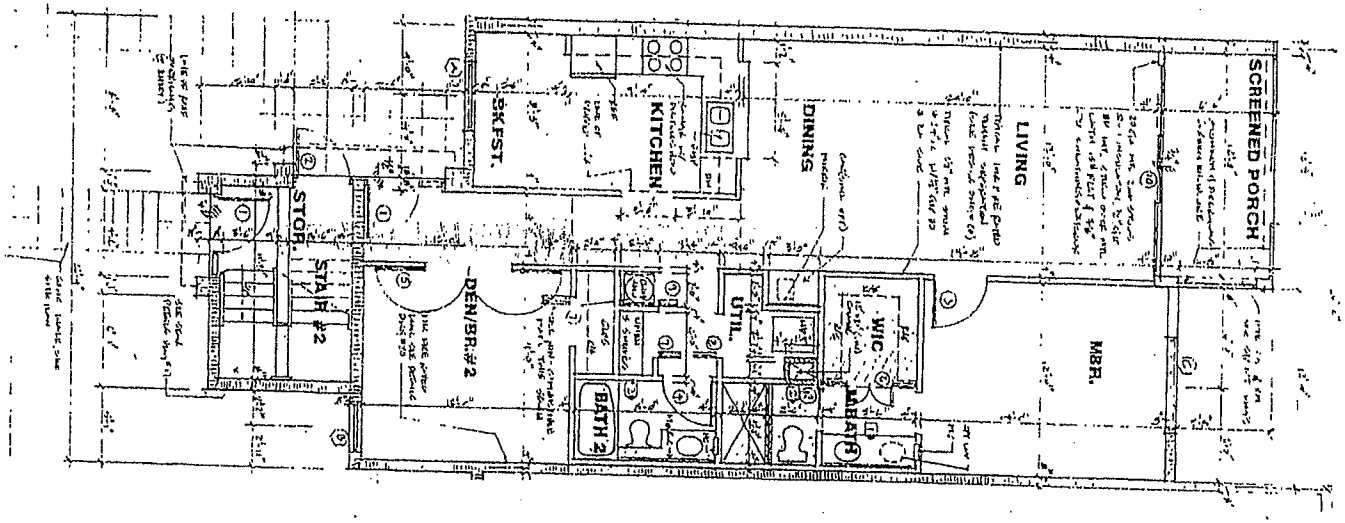
1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

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

Exhibit F To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "E1" UNIT

LIVING AREA	1171 S.F.
PORCH	80 S.F.
TOTAL	1200 S.F.
COMMON STORAGE	42 S.F.

Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

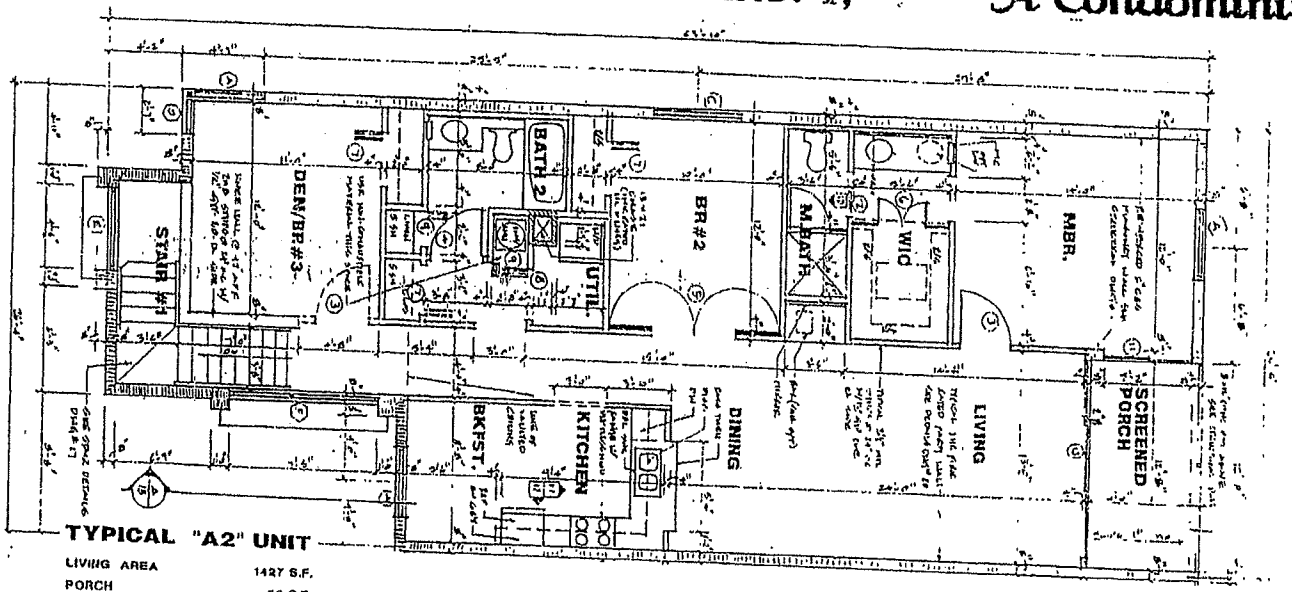
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Bea FL

ORB 8277 Pg 1900

EXHIBIT "C", Page 6 of 10

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

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "A2" UNIT

LIVING AREA	1427 S.F.
PORCH	86 S.F.
TOTAL	1513 S.F.
COMMON STORAGE	39 S.F.

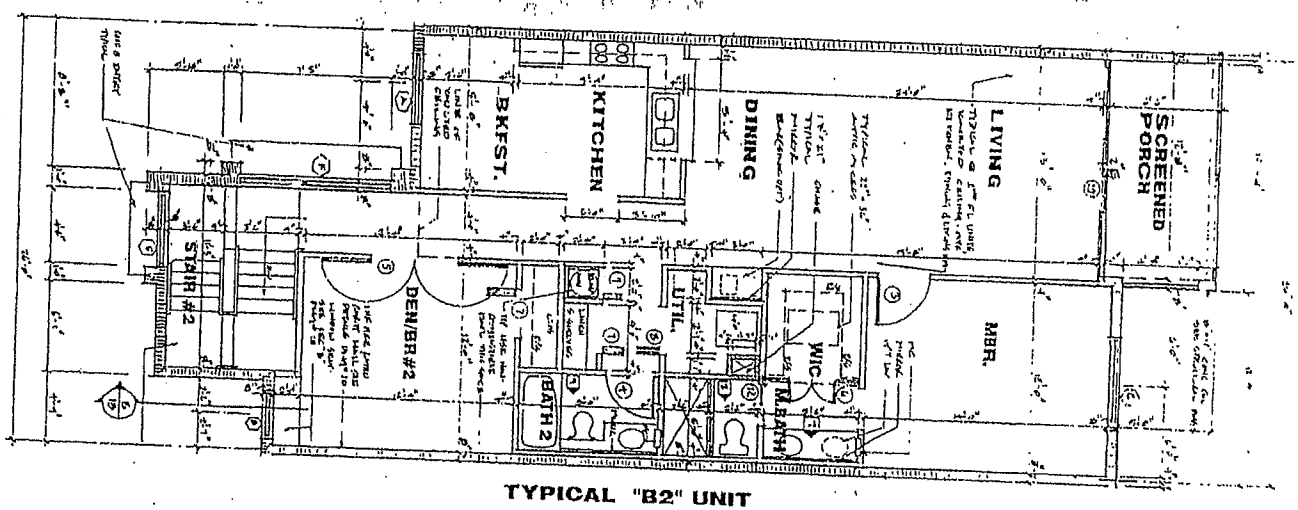
Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

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

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "B2" UNIT

LIVING AREA	1286 S.F.
PORCH	89 S.F.
TOTAL	1375 S.F.
COMMON STORAGE	42 S.F.

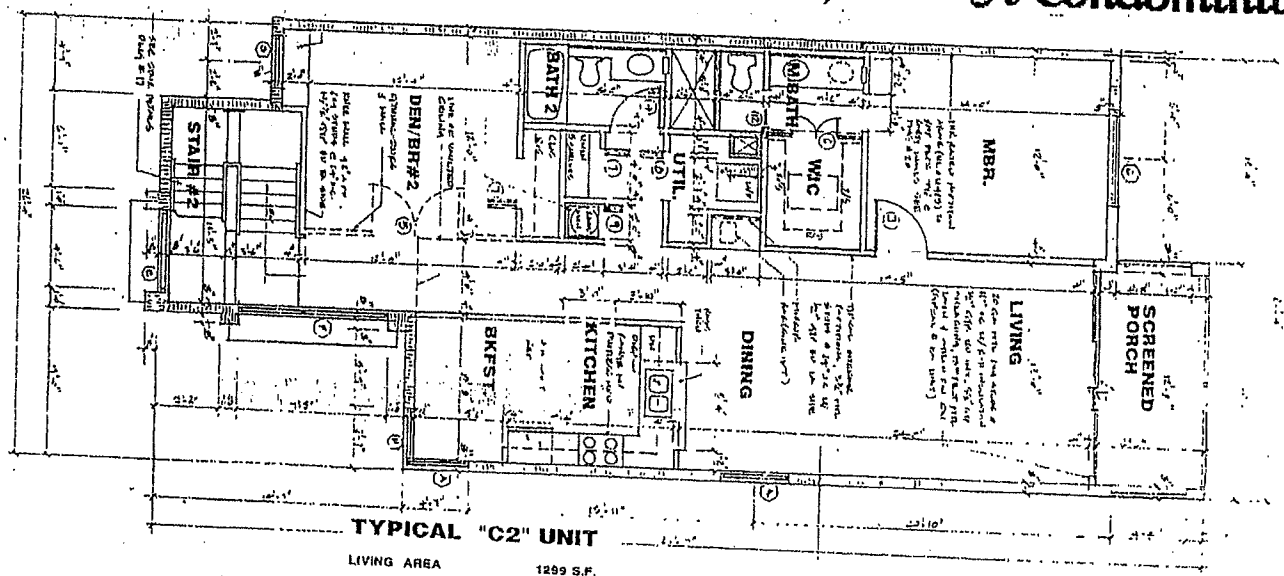
Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach FL

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

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "C2" UNIT

LIVING AREA	1299 S.F.
PORCH	91 S.F.
TOTAL	1390 S.F.
COMMON STORAGE	42 S.F.

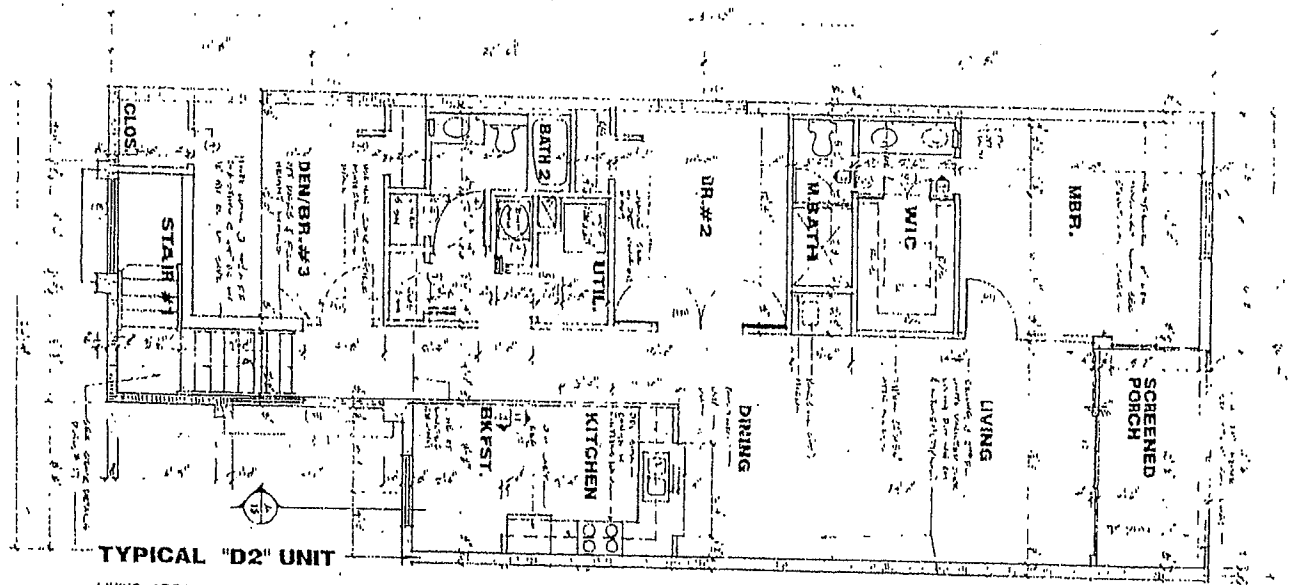
Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

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

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "D2" UNIT

LIVING AREA	1446 S.F.
PORCH	88 S.F.
TOTAL	1534 S.F.
COMMON STORAGE	39 S.F.

Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

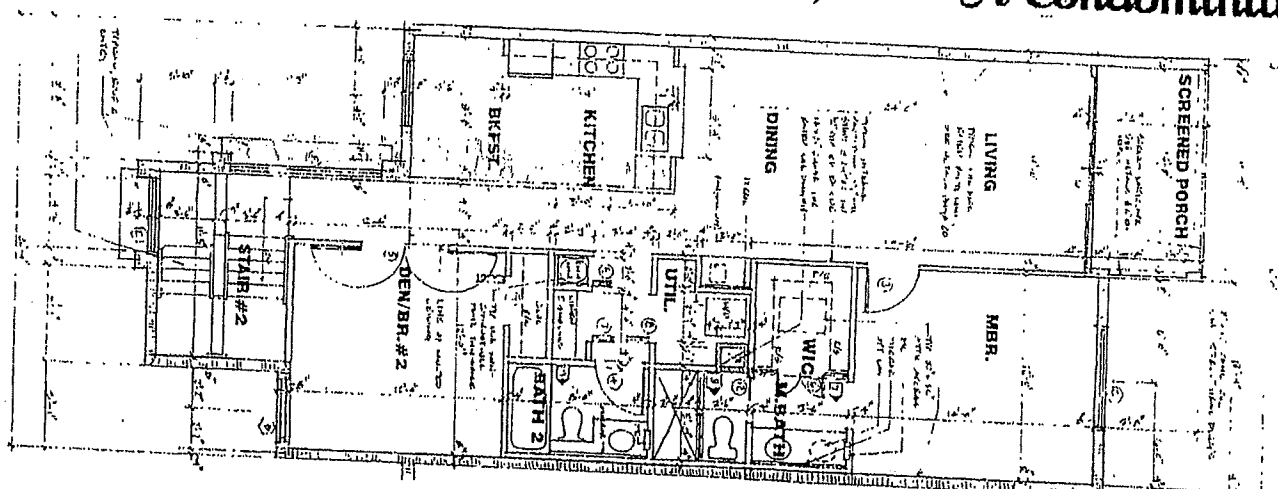
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

ORB 8277 Ps 1904

EXHIBIT "C", Page 10 of 10

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

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



TYPICAL "E2" UNIT

LIVING AREA	1270 S.F.
PORCH	89 S.F.
TOTAL	1359 S.F.
COMMON STORAGE	42 S.F.

Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project may contain up to 56 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

ORB 8277 Pg 1905

EXHIBIT "L", Page 1 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 2, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

-65-

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me,
this 11th day of MARCH 1993.

Linda A. Ackerman
Linda A. Ackerman, Notary Public
My Commission Expires: 20-December-1994

By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 1 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

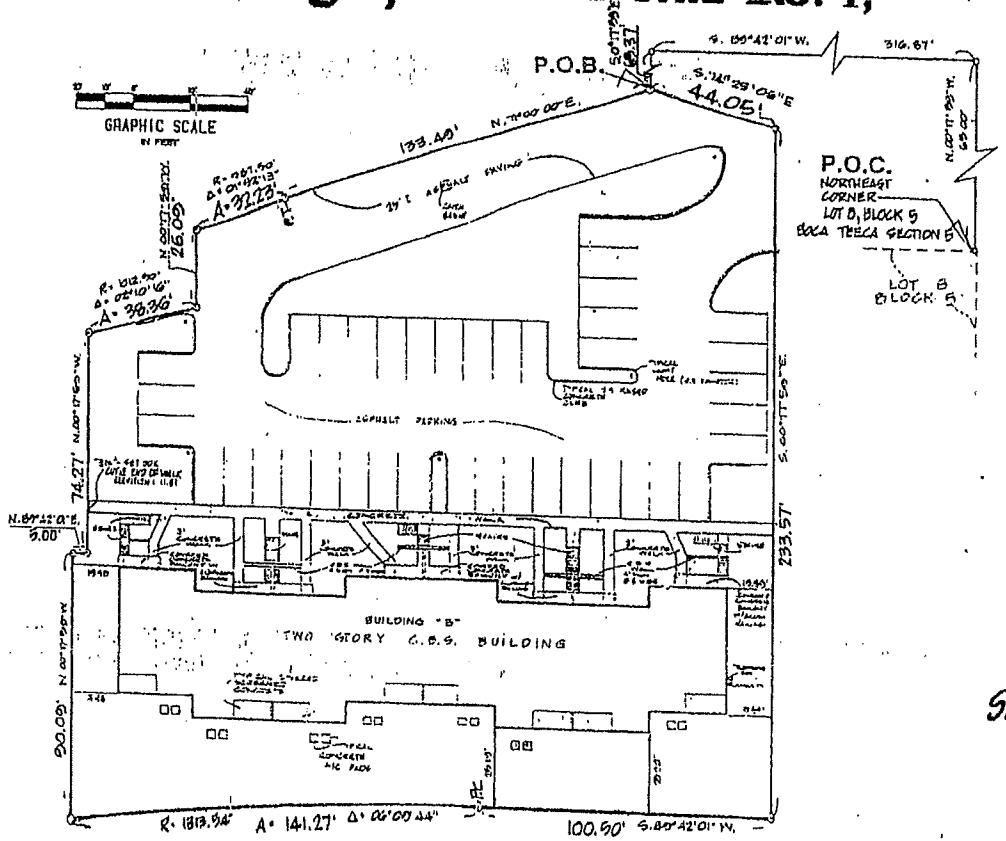
AMENDED: 03/11/93

5500

ORB 8277 Pg 1905

EXHIBIT "A", Page 2 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 2

Sheet 2 Of 50

-127-

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 2)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 74°25'06" EAST, A DISTANCE OF 44.05 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 233.57 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1313.54 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°09'44", A DISTANCE OF 141.27 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 90.09 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 5.00 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 74.27 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1012.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 14°31'53" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°10'16", A DISTANCE OF 38.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 26.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 987.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 17°07'47" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°52'13", A DISTANCE OF 32.23 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 71°00'00" EAST, A DISTANCE OF 133.49 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 51326 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

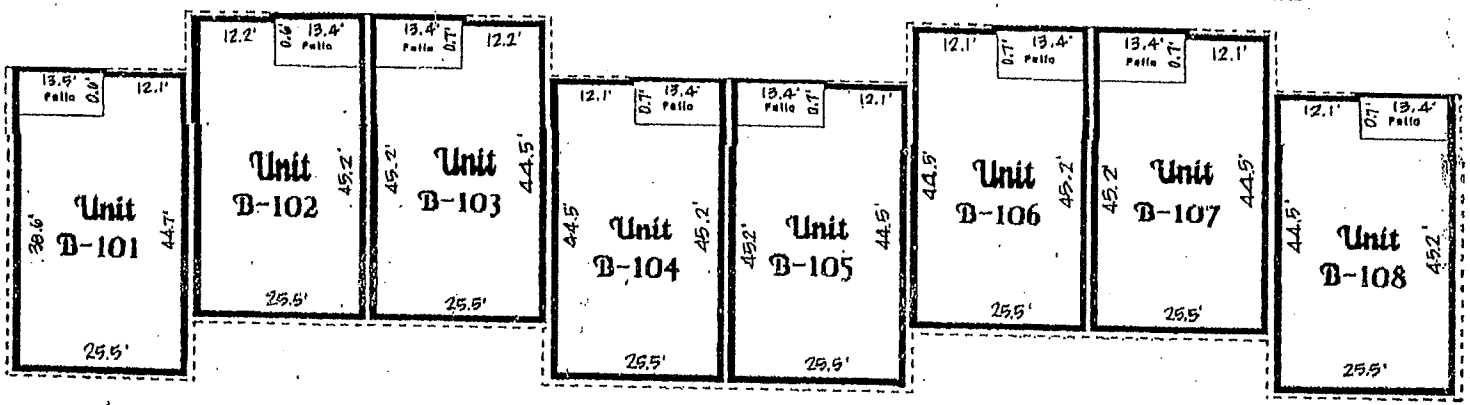
-128-

ORB 8277 Pg 1502

EXHIBIT "B", Page 4 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building B
First Floor

Finished Floor Elevation: 13.8
Finished Ceiling Elevation: 21.8

Sheet 4 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

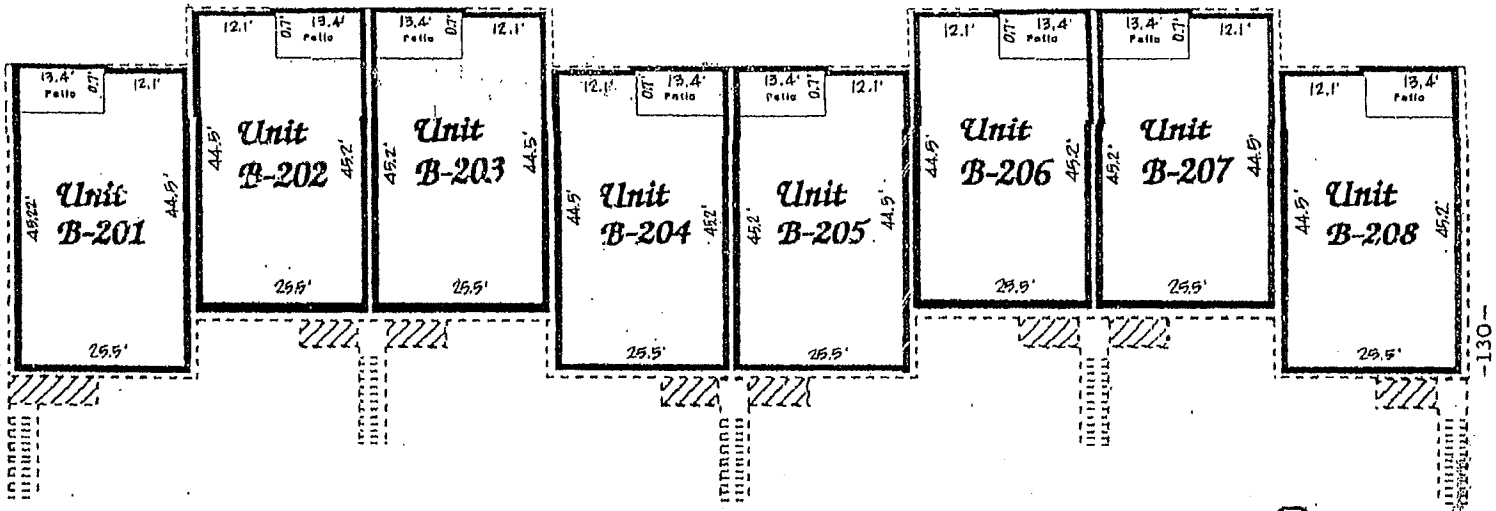
-129-

ORB 2277 Pg 1905

EXHIBIT "B", Page 5 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building B
Second Floor

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation: 22.4
Finished Ceiling Elevation: 30.5

Sheet 5 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 3

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 3, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this _____ day of _____, a.d. 1992.

_____
Linda A. Ackerman, Notary Public
My commission expires: December 20, 1994

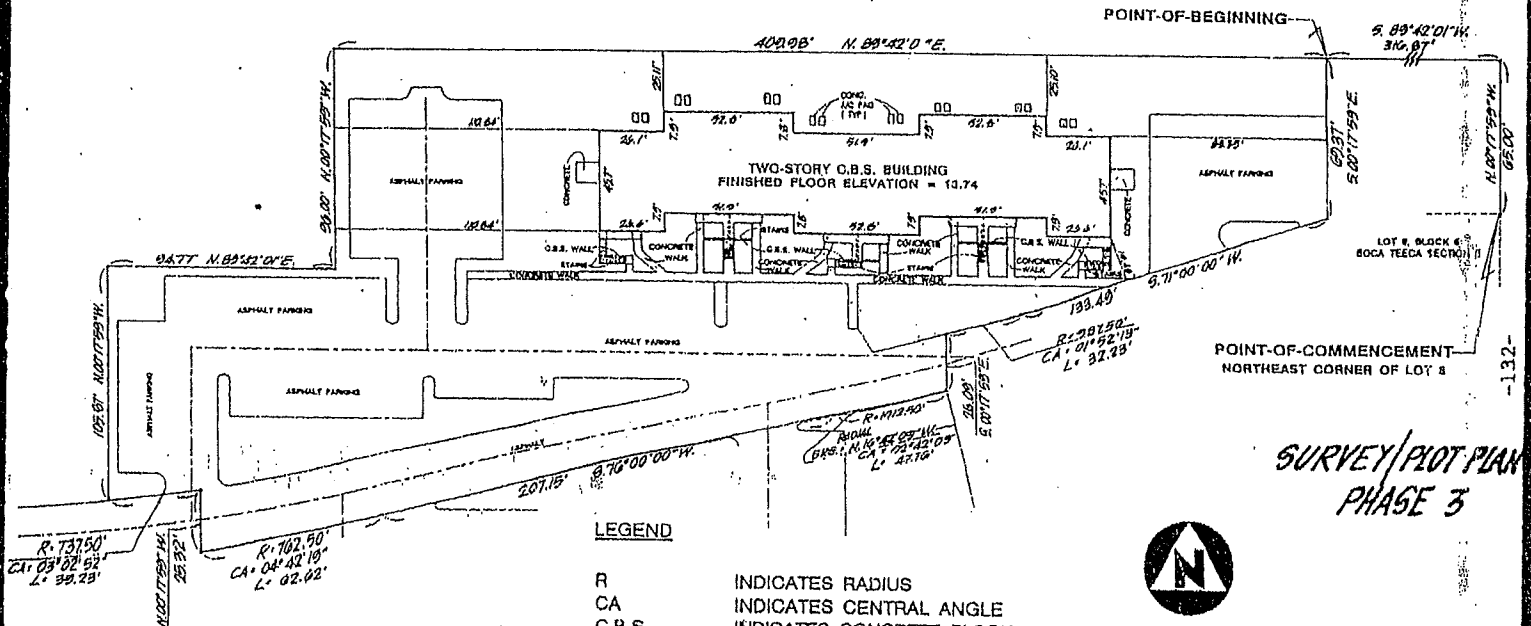
By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

ORB 2277 Pg 1711

EXHIBIT "B", Page 7 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 3



SURVEY/PLOT PLAN
PHASE 3

-132-

Sheet 7 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: SEPTEMBER 2, 1993

P-6500

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 3

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 3)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET; THENCE, SOUTH 71°00'00" WEST, A DISTANCE OF 133.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 987.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°52'13", A DISTANCE OF 32.23 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 26.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1012.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 16°42'09" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'09", A DISTANCE OF 47.76 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 76°00'00" WEST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 762.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°42'19", A DISTANCE OF 62.62 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.32 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 737.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°02'52", A DISTANCE OF 39.23 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 105.87 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 94.77 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 96.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 409.98 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 71355 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

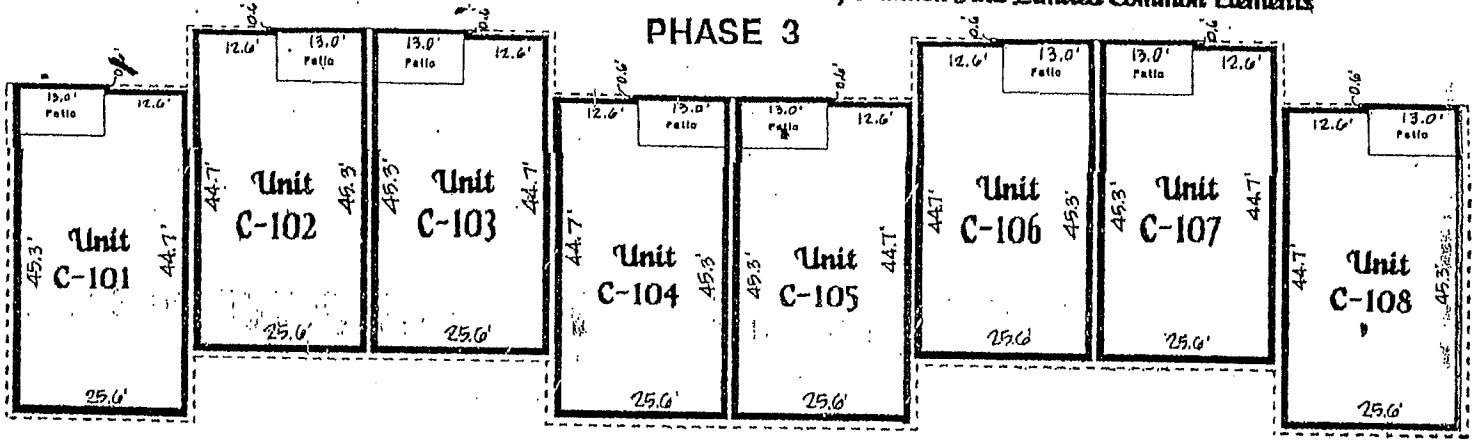
ORB 8277 Pg 1913

EXHIBIT "B", Page 9 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements

PHASE 3



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building C
First Floor

FINISHED FLOOR ELEVATION: 13.74
FINISHED CEILING ELEVATION: 21.84

Sheet 9 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

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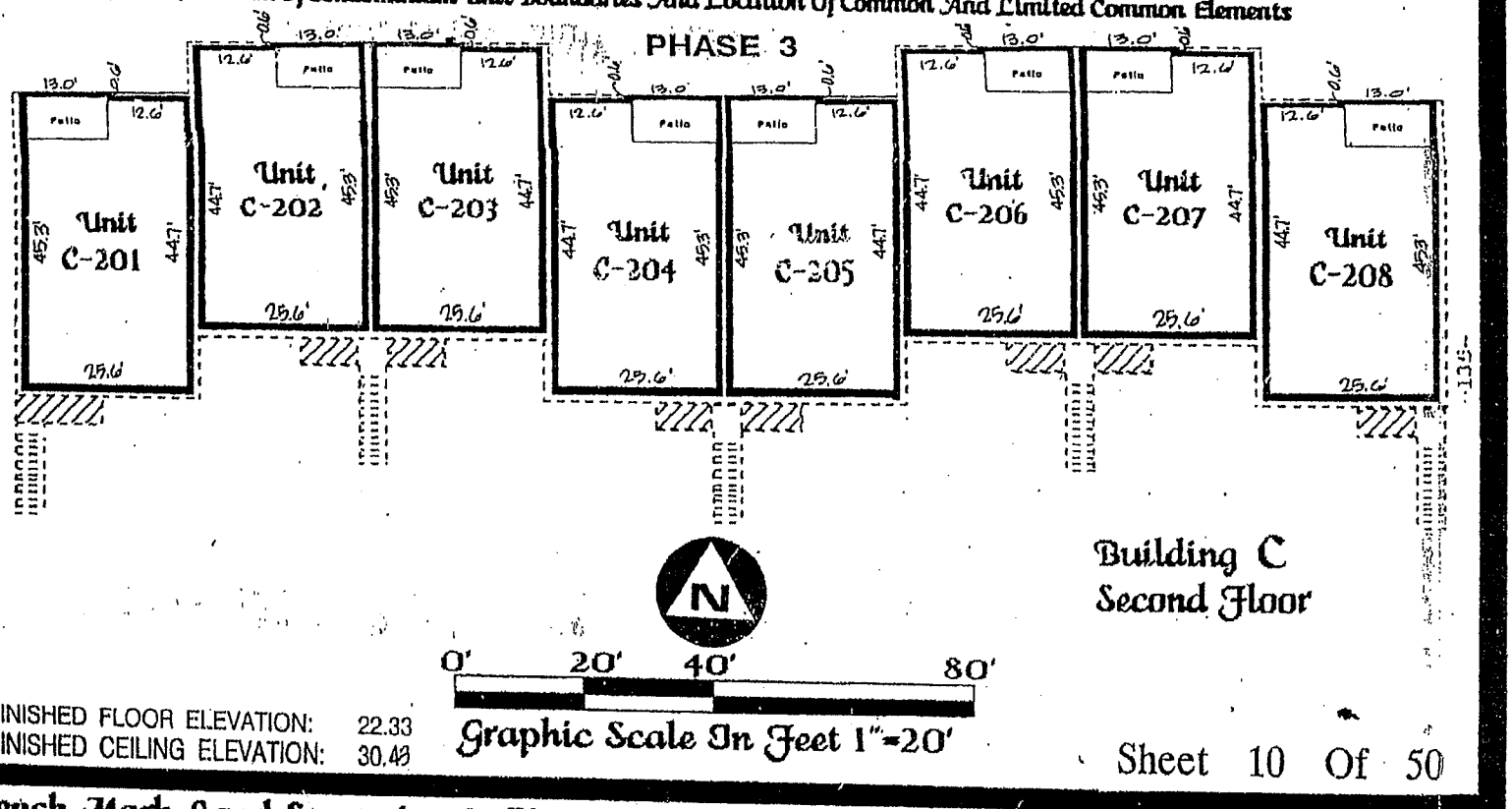
DED: SEPTEMBER 2, 1993

ORB 8277 Pg 1914

EXHIBIT "D", Page 10 of 50

Exhibit "E" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building C
Second Floor

FINISHED FLOOR ELEVATION: 22.33
FINISHED CEILING ELEVATION: 30.43

Graphic Scale In Feet 1"=20'

Sheet 10 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: SEPTEMBER 2, 1993

P-6500

ORB 8277 Pg 1915

EXHIBIT "B", Page 11 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 4, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

-136-

Sheet 11 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

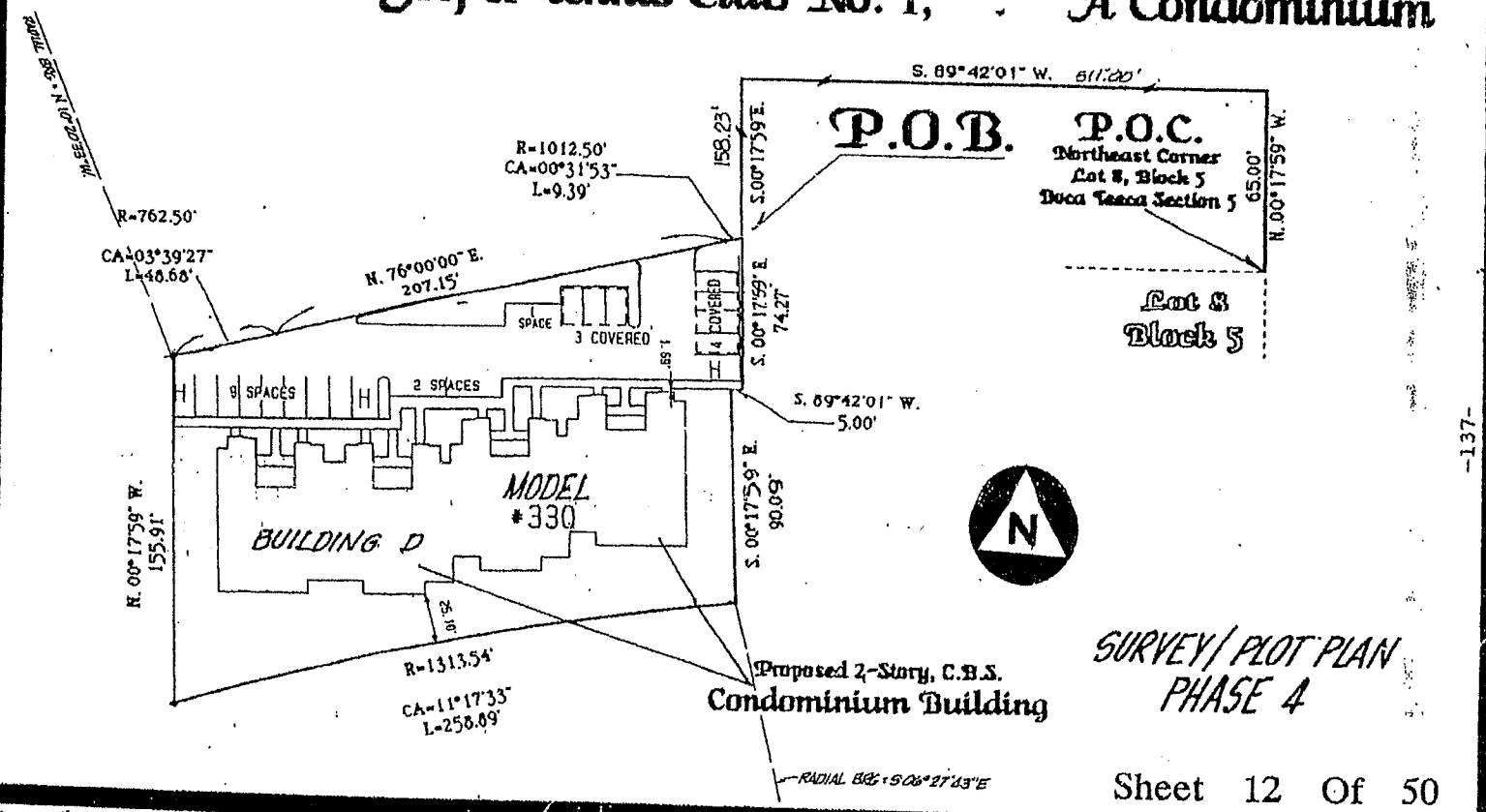
All Improvements Shown Hereon Are Proposed

P-650

OR 8277 Pg 1916

EXHIBIT "B", Page 12 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



-137-

Sheet 12 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 4)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 511.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 158.23 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 74.27 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 5.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 90.09 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 06°27'43" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°17'33", A DISTANCE OF 258.89 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 155.91 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 762.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 10°20'33" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°39'27", A DISTANCE OF 48.68 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 76°00'00" EAST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1012.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°31'53", A DISTANCE OF 9.39 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 39448 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

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Sheet 13 Of 50

All Improvements Shown Hereon Are Proposed

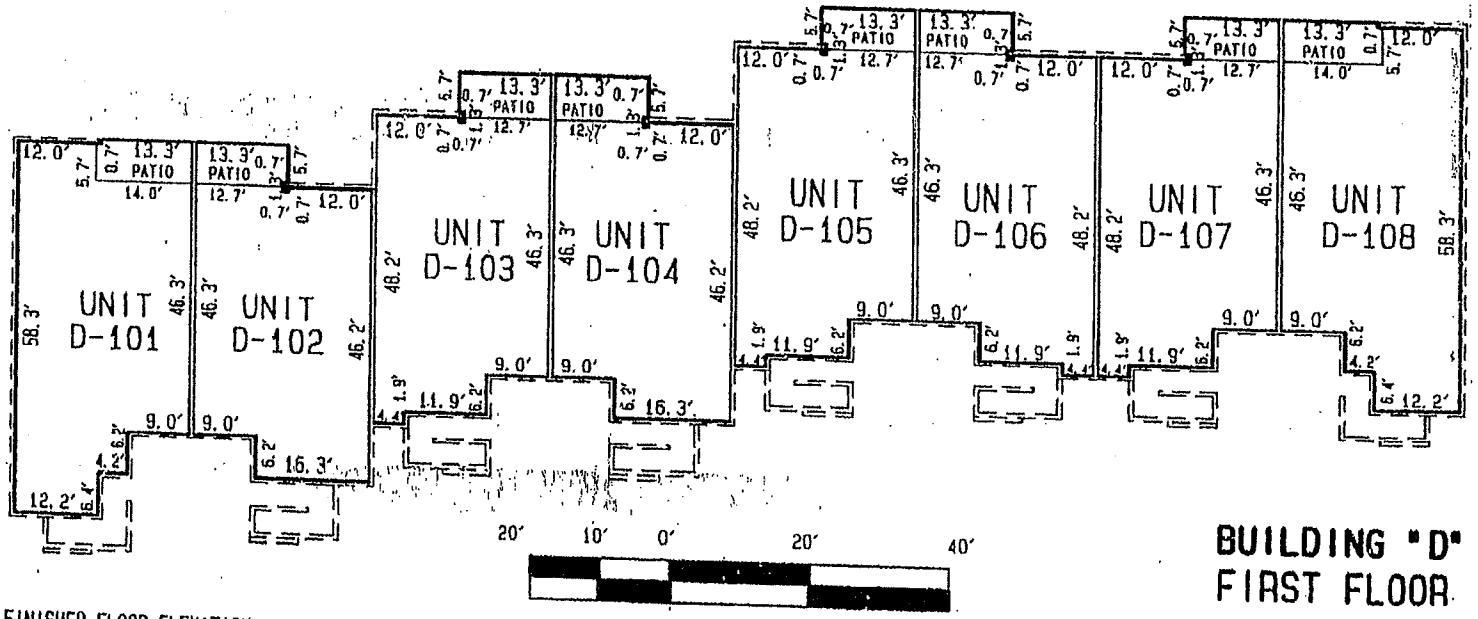
ORB 8277 Pg 1918

EXHIBIT "B", Page 14 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE
IN FEET

BUILDING "D"
FIRST FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 14 OF 50

Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

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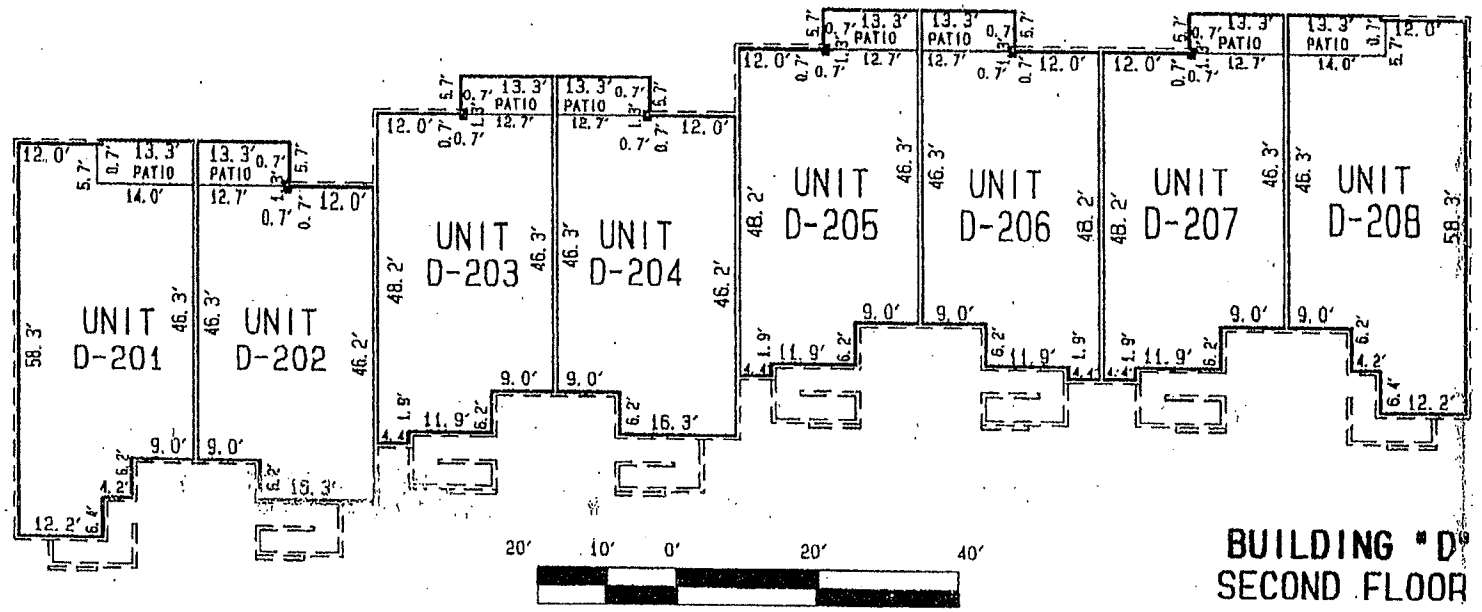
ORB 8277 Pg 1919

EXHIBIT "B", Page 15 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE
IN FEET

BUILDING "D"
SECOND FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 15 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

ORB 8277 Pg 1920

EXHIBIT "A", Page 16 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 5, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

-141-

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By:_____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 16 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

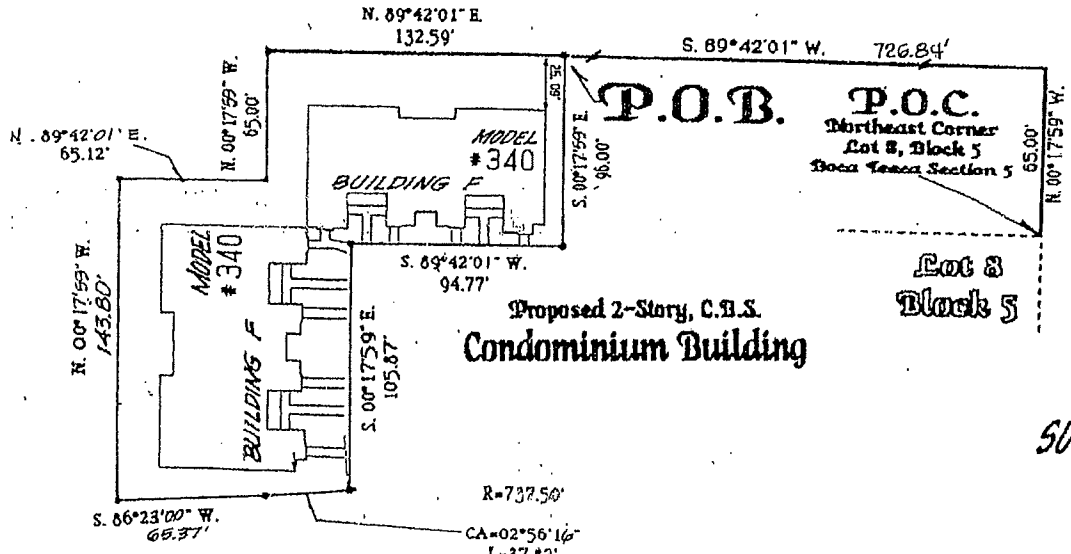
P-650

ORB 8277 Pg 1921

EXHIBIT "B", Page 17 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 5

Sheet 17 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

OR 8277 Pg 1922

EXHIBIT "B", Page 18 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 5)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 726.84 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 96.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 94.77 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 105.87 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 737.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 06°33'16" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'16", A DISTANCE OF 37.82 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 65.37 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 143.80 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 65.12 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 132.59 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 26039 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

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All Improvements Shown Hereon Are Proposed

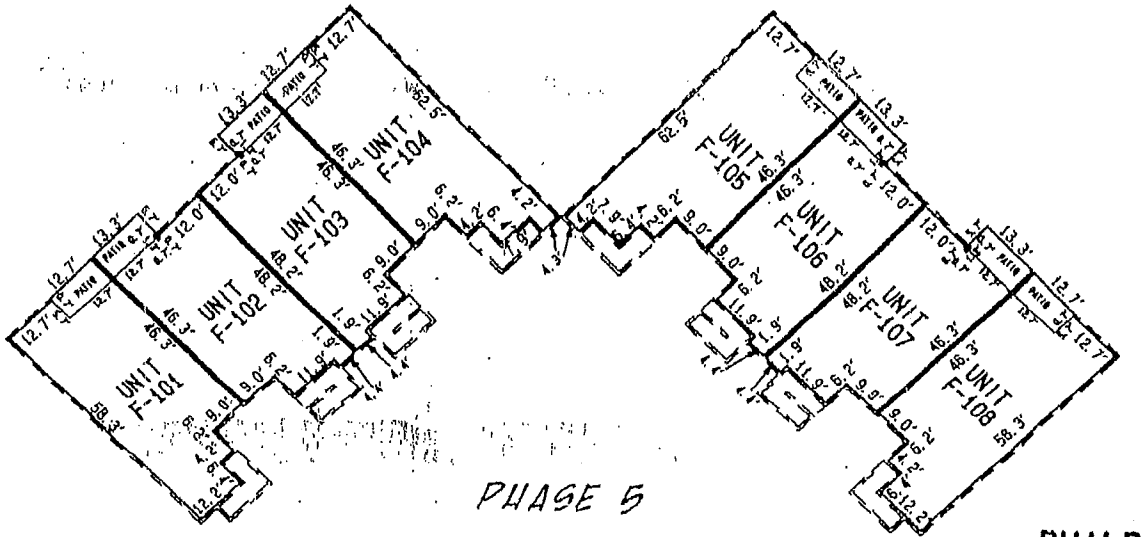
OR 8277 Pg 1922

EXHIBIT "L", Page 19 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "F"
FIRST FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 19 OF 50

Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

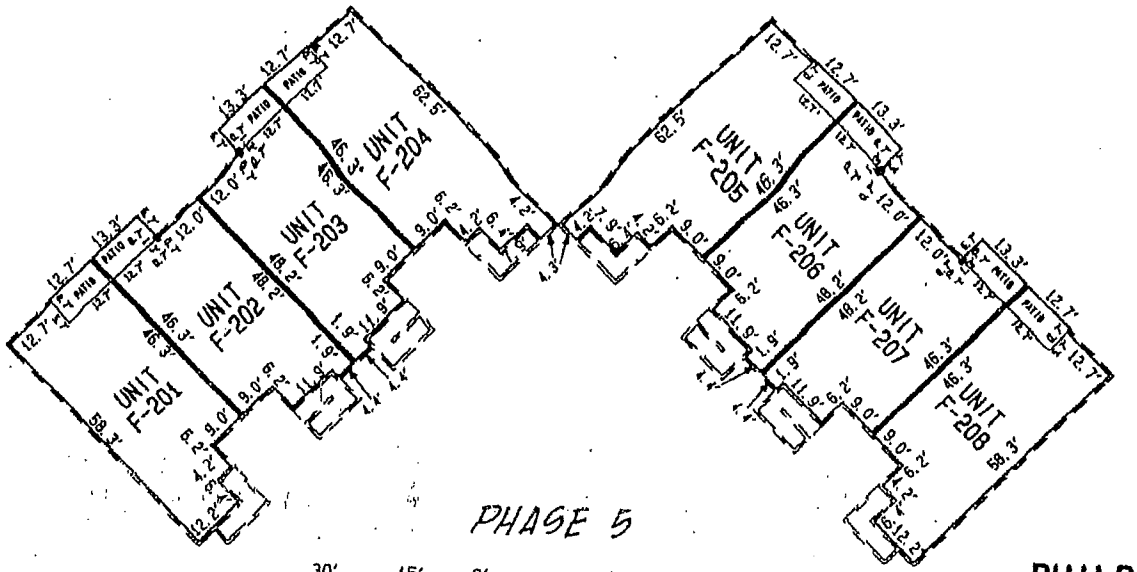
OR 8277 Pg 1924

EXHIBIT "B", Page 20 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "F"
SECOND FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 20 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

ORB 8277 Pg 1925

EXHIBIT "L", Page 21 of 50

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 6, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By:
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

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Sheet 21 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

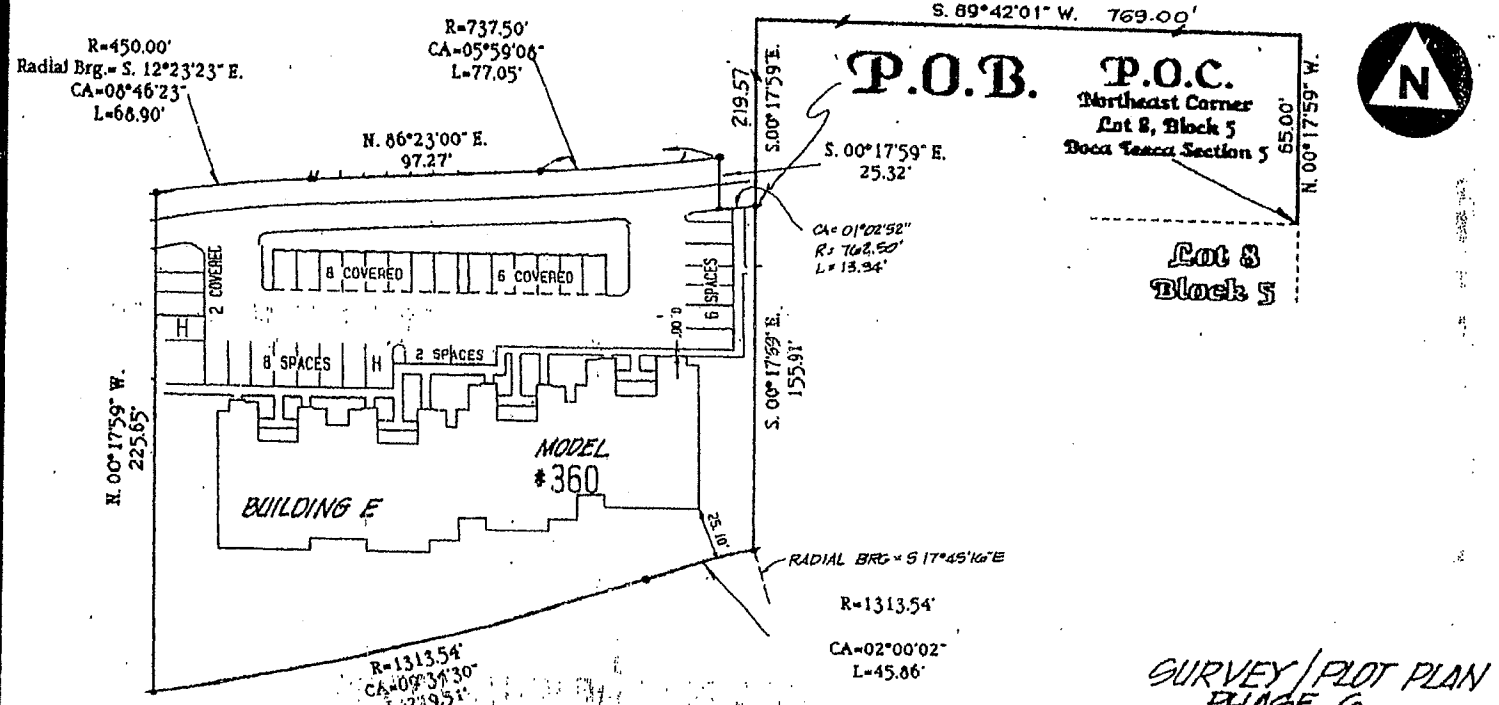
All Improvements Shown Hereon Are Proposed

P-650

ORB 8277 Pg 1925

EXHIBIT "D", Page 22 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 6

Sheet 22 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

-147-

ORB 8277 Pg 1927

EXHIBIT "B", Page 23 of 50

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 6)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 769.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 219.57 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 155.91 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 17°45'16" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'02", A DISTANCE OF 45.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1313.54 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°34'30", A DISTANCE OF 219.51 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 225.65 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 12°23'23" EAST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°46'23", A DISTANCE OF 68.90 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 86°23'00" EAST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 737.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°59'08", A DISTANCE OF 77.05 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.32 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 762.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°02'52", A DISTANCE OF 13.94 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 52666 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

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Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

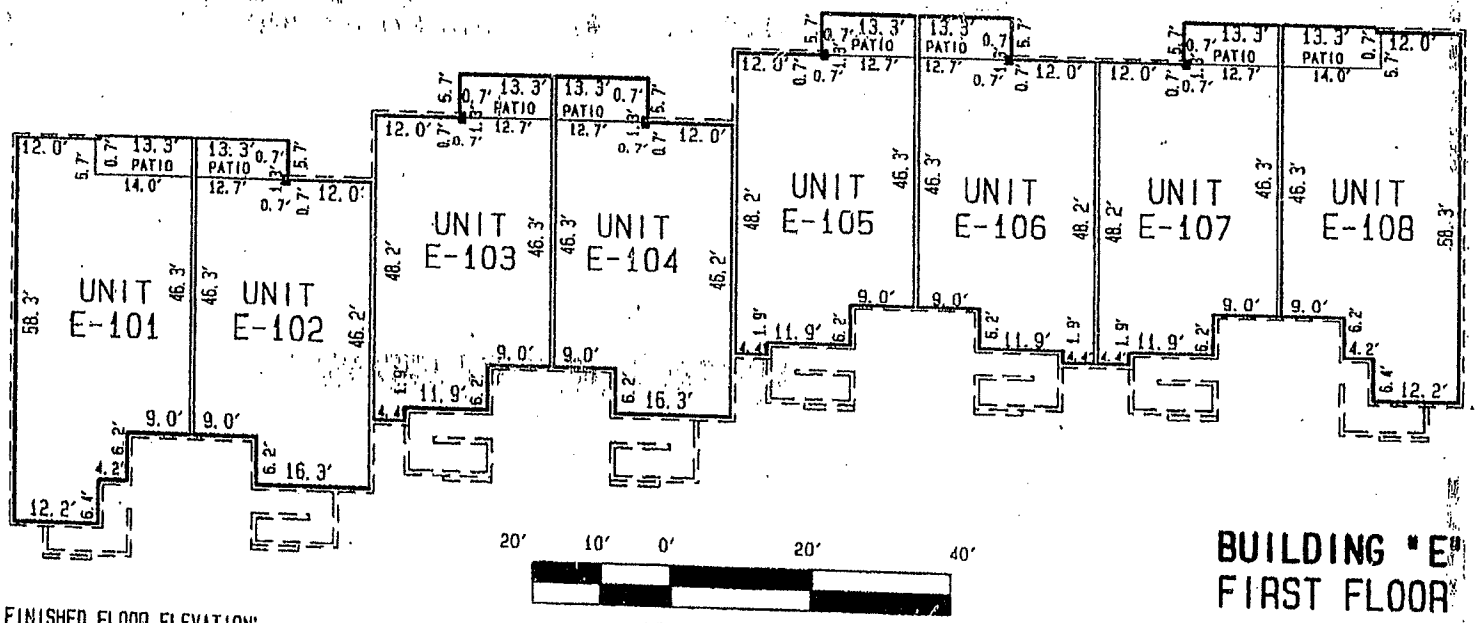
OR 8277 Pg 1926

EXHIBIT "L", Page 24 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE IN FEET

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

BUILDING "E"
FIRST FLOOR

SHEET 24 OF 50

Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

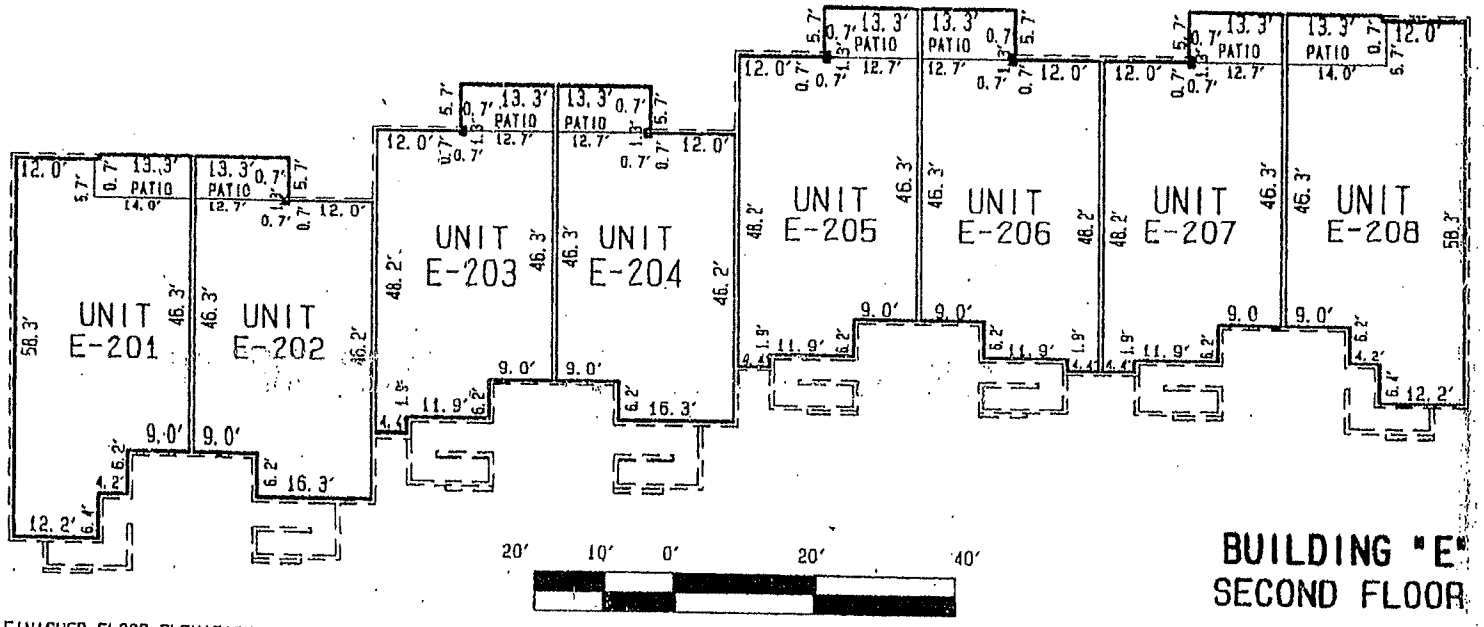
ORB 6277 Pg 1929

EXHIBIT "L", Page 25 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE IN FEET

BUILDING "E"
SECOND FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 25 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-150-

48

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 7, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

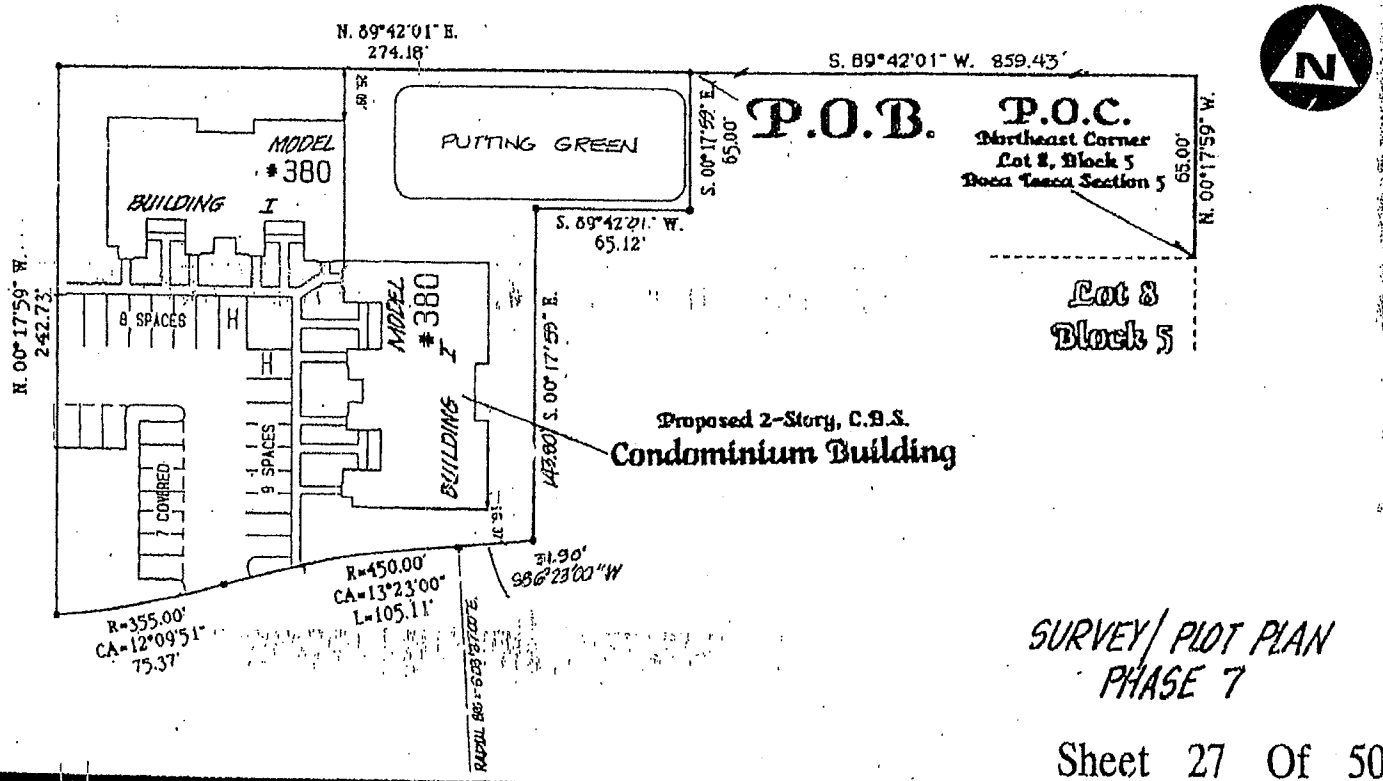
By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 8277 Pg 1931

EXHIBIT "B", Page 27 of 50

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY/ PLOT PLAN
PHASE 7

Sheet 27 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

-152-

-6500

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 7)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 859.43 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 65.12 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 143.80 FEET; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 31.90 FEET TO THE POINT-OF-CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 03°37'00" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°23'00", A DISTANCE OF 105.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 355.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°09'51", A DISTANCE OF 75.37 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 242.73 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 274.18 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 50929 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

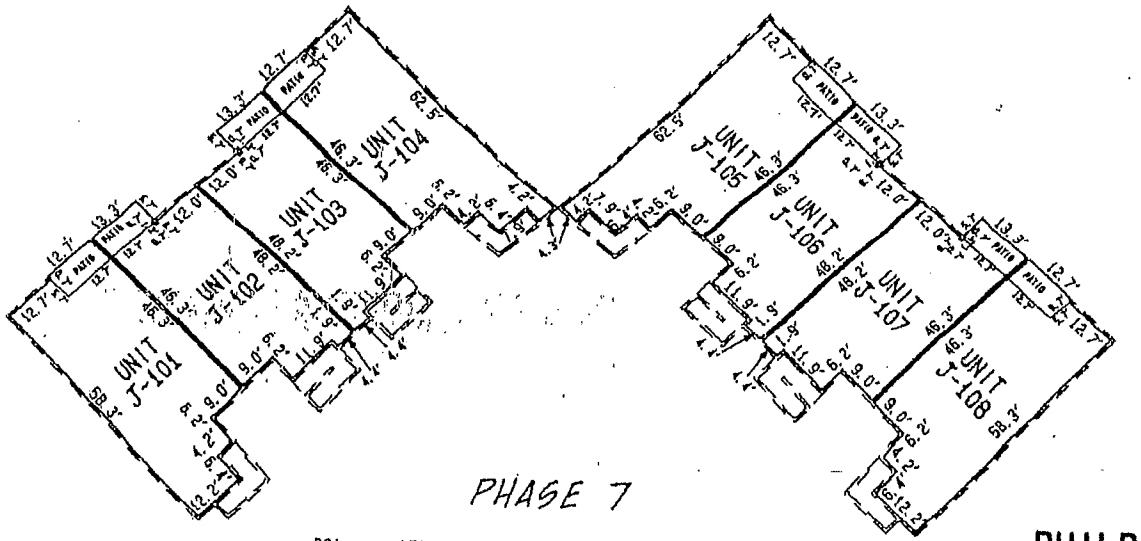
ORB 8277 Pg 1933

EXHIBIT "L", Page 29 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "J"
FIRST FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 29 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

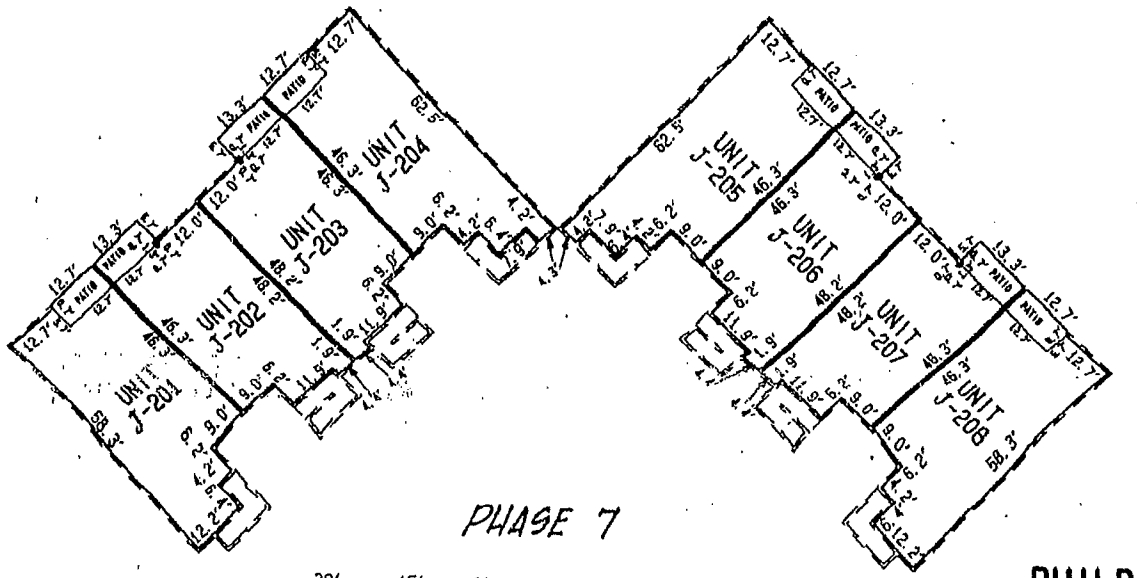
ORB 8277 Pg 1534

EXHIBIT "L", Page 30 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 7

30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "J"
SECOND FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 30 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-165-

-140

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 8, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

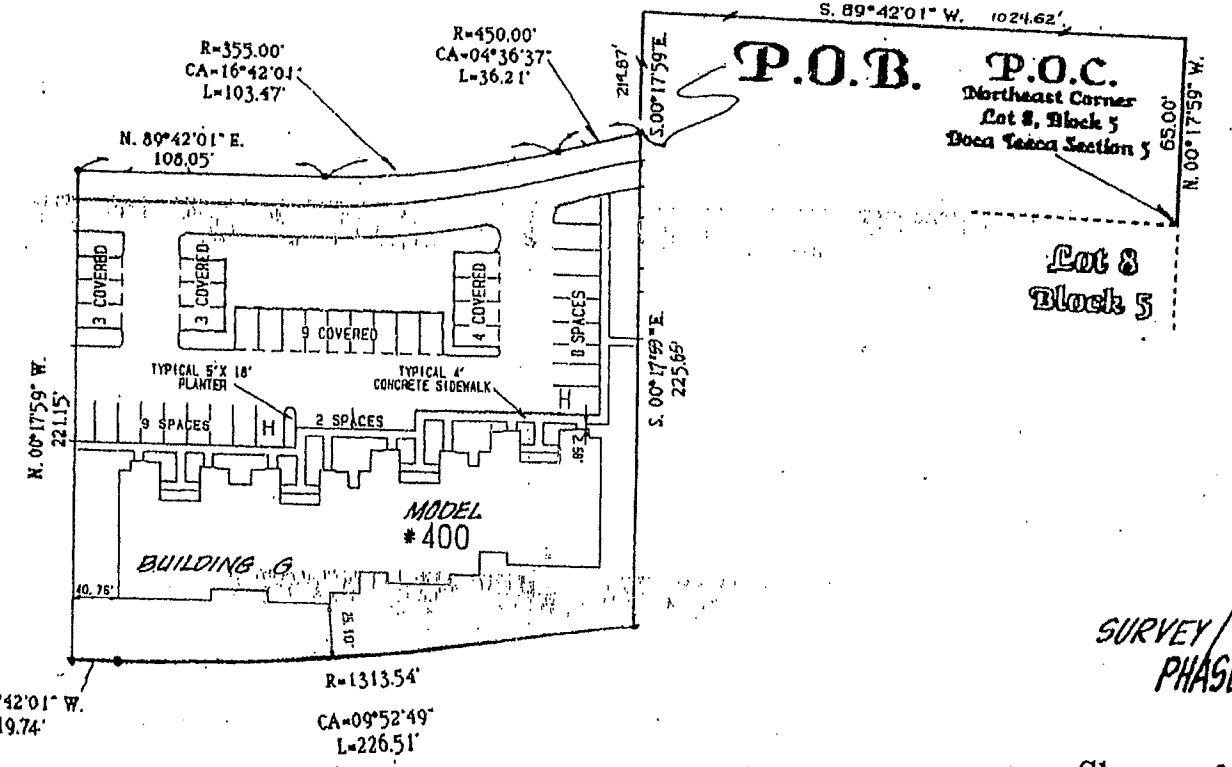
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By:
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 8277 Pg 1936

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 8

Sheet 32 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 8277 Pg 1937

EXHIBIT "B", Page 33 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 8)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1024.62 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 219.87 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 225.65 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1313.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 10°10'48" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°52'49", A DISTANCE OF 226.51 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 19.74 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 221.15 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 108.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°42'01", A DISTANCE OF 103.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°36'37", A DISTANCE OF 36.21 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 53948 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

-158-

Sheet 33 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

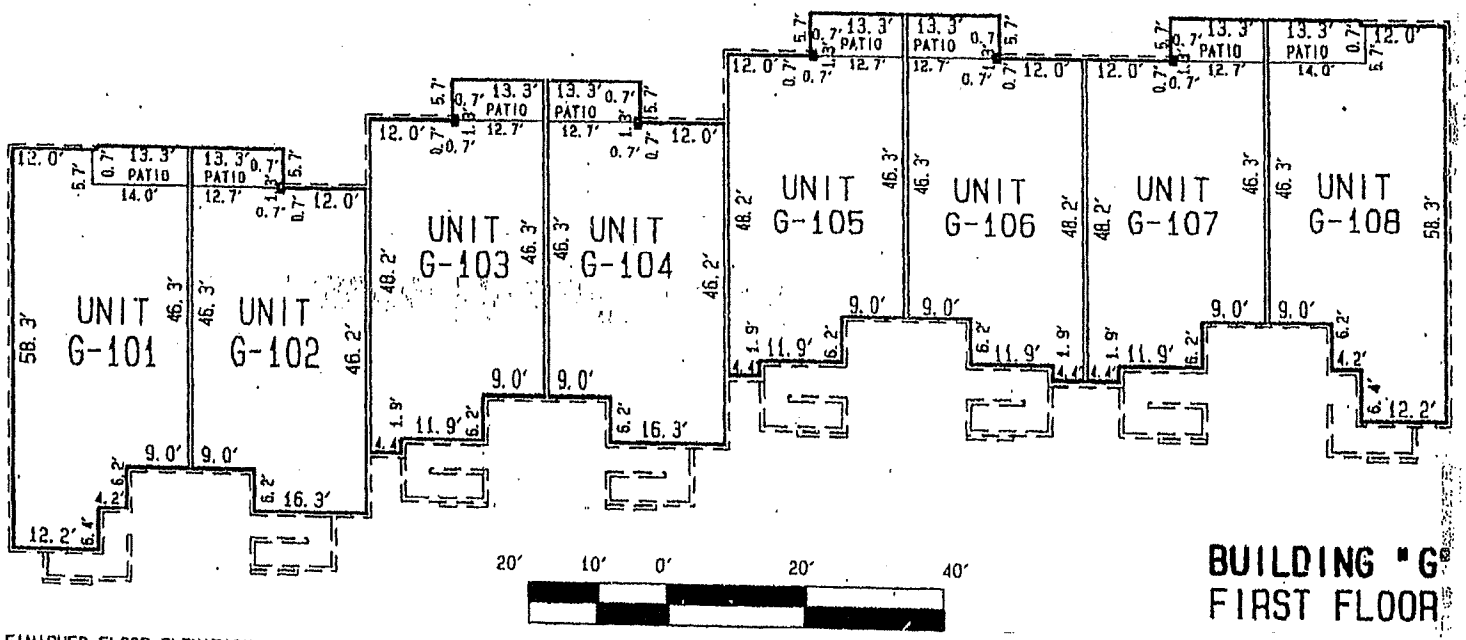
ORB 8277 Pg 1932

EXHIBIT "B", Page 34 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



GRAPHIC SCALE
IN FEET

BUILDING "G"
FIRST FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 34 OF 50

Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-159-

P-140

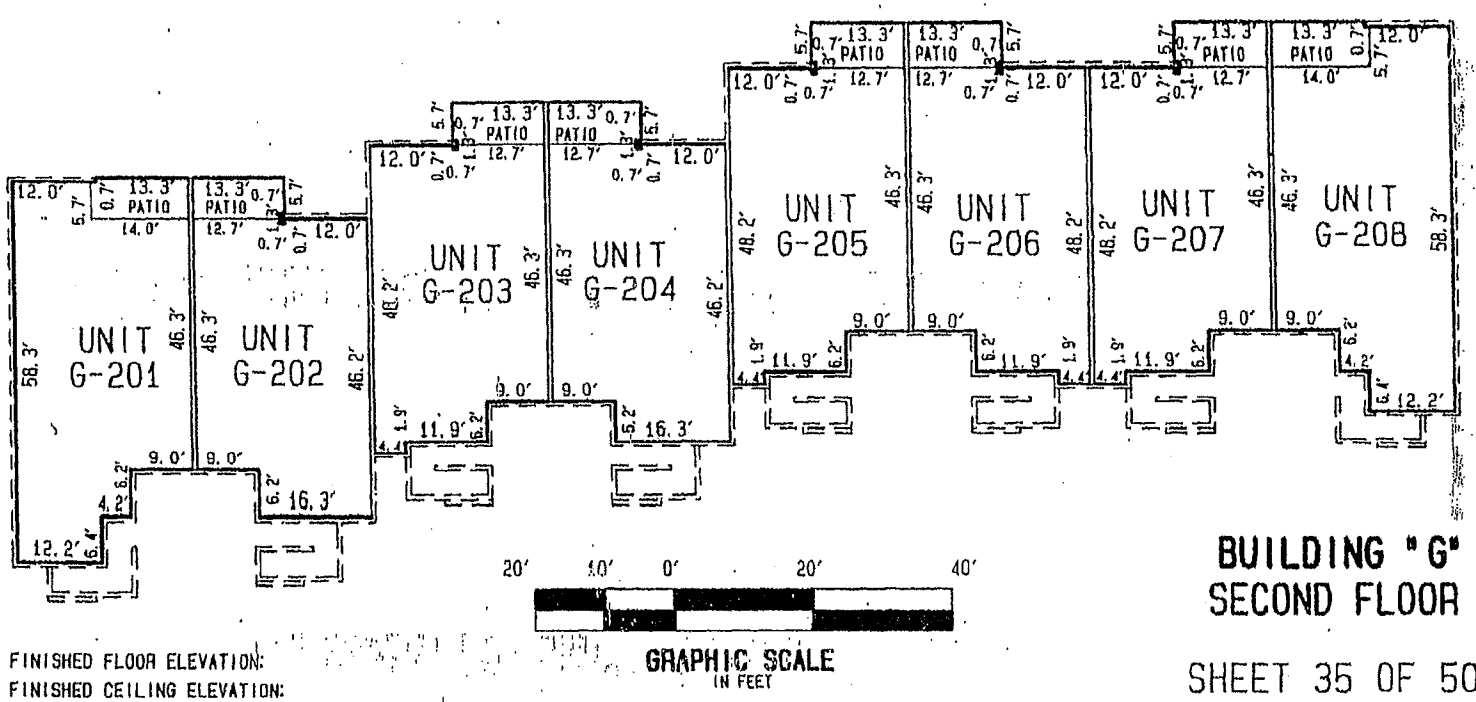
ORB 8277 Pg 1939

EXHIBIT "B", Page 35 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



BUILDING "G"
SECOND FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 35 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

P-140

ORB 8277 Pg 1940

EXHIBIT "B", Page 36 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)

SS

County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 9, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By:_____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

-161-

Sheet 36 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

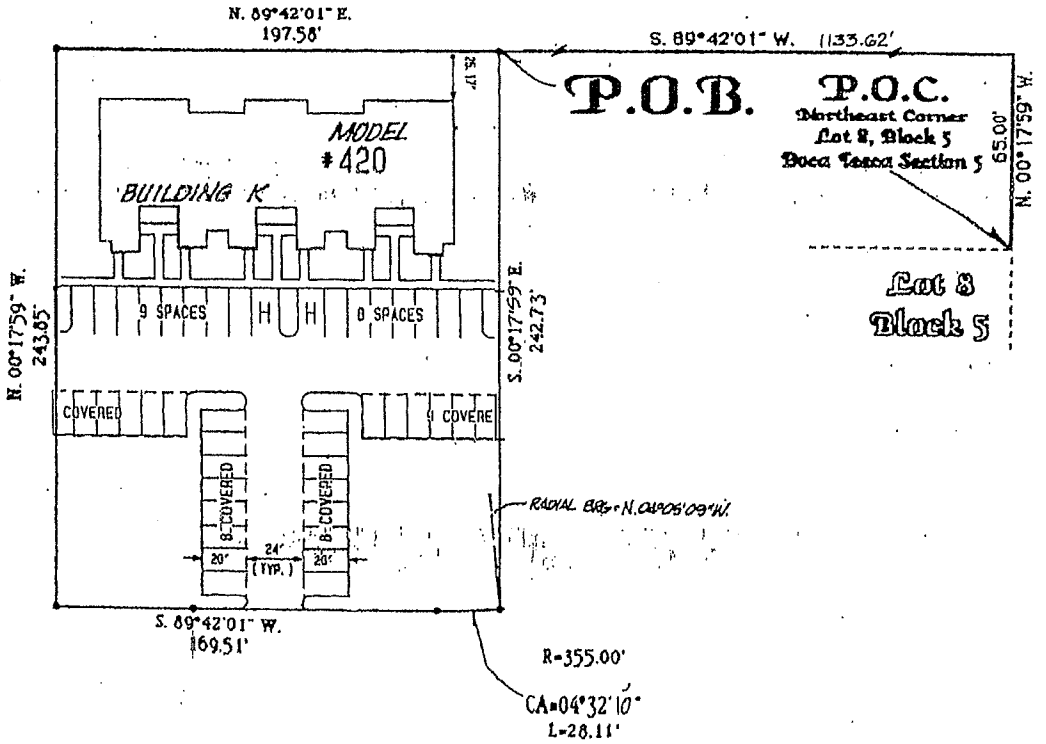
P-650

ORB 8277 Pg 1941

EXHIBIT "A", Page 37 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 9

Sheet 37 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

-162-

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 9)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1133.62 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 242.73 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 355.00 FEET, AND WHOSE RADIUS POINT BEARS NORTH 04°50'09" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'10", A DISTANCE OF 28.11 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 169.51 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 243.85 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 197.58 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 48169 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

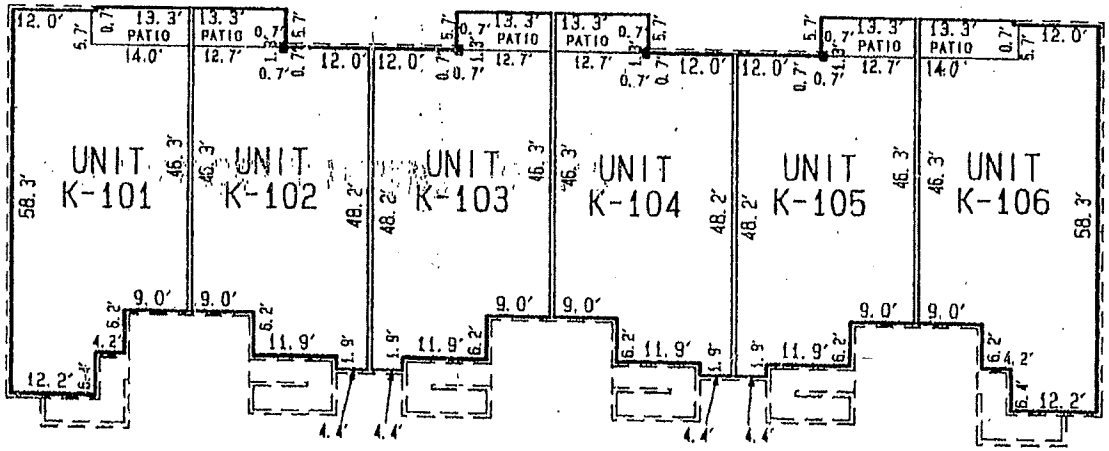
-163-

All Improvements Shown Hereon Are Proposed

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 9

20' 10' 0' 20' 40'

GRAPHIC SCALE
IN FEET

BUILDING "K"
FIRST FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 39 OF 50

Bench Mark Land Surveying & Mapping, Inc. . Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

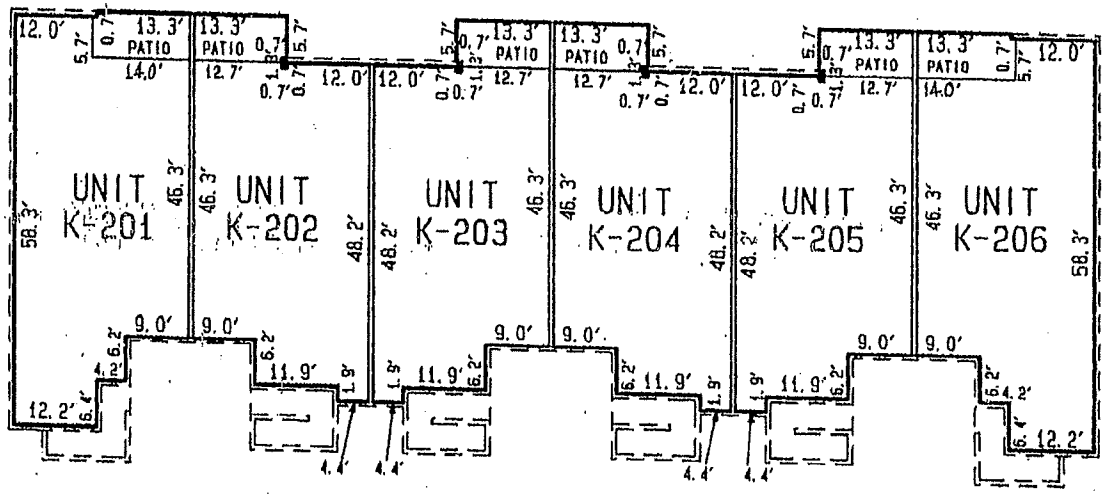
ORB 8277 Pg 1944

EXHIBIT "B", Page 40 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 9

20' 10' 0' 20' 40'

GRAPHIC SCALE
IN FEET

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

BUILDING "K"
SECOND FLOOR

SHEET 40 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-165-

P-140

ORB 8277 Pg 1945

EXHIBIT "L", Page 41 of 42

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)

County Of Palm Beach) ss

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 10, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

-166-

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 41 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

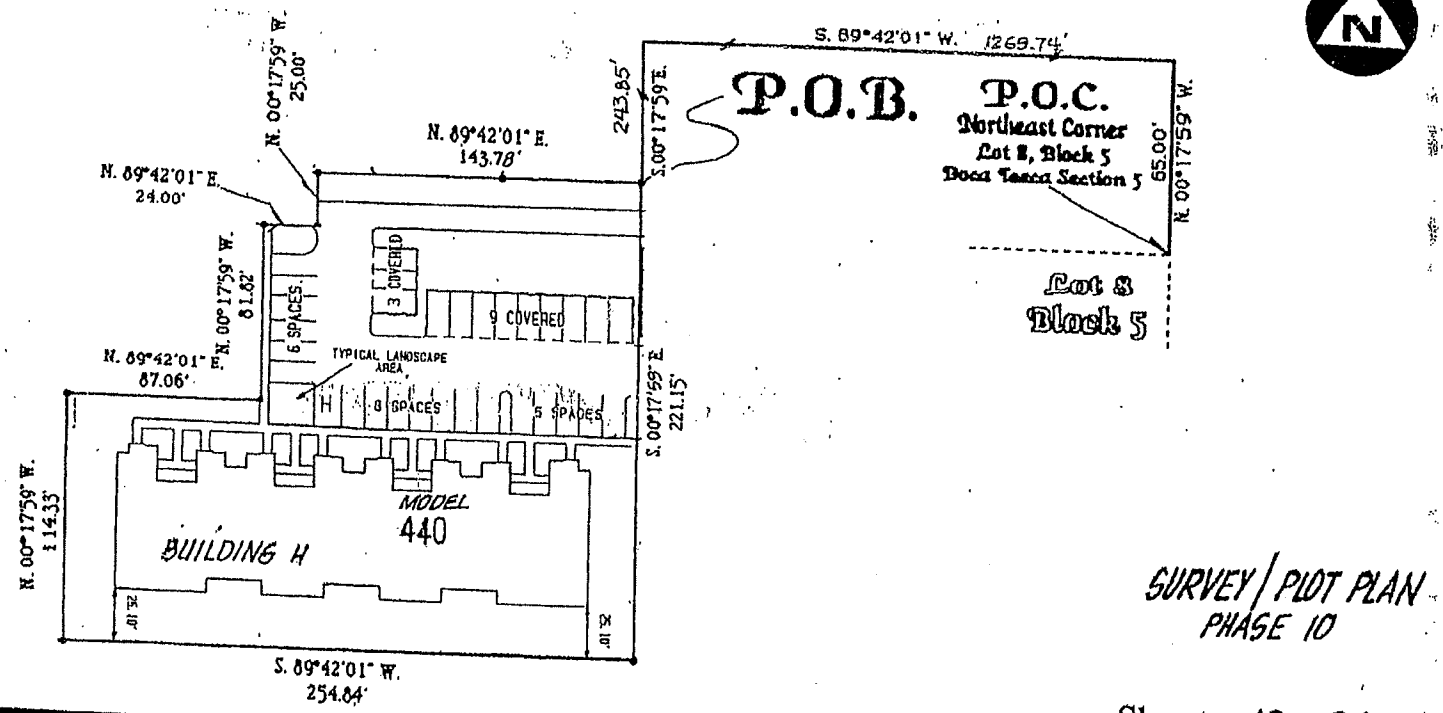
All Improvements Shown Hereon Are Proposed

P-650

ORB 8277 Pg 1946

EXHIBIT "B", Page 42 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 10

Sheet 42 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 8277 Pg 1947

EXHIBIT "L", Page 43 of 50

Exhibit "L" to the Declaration of Condominium of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 10)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1269.74 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 243.85 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 221.15 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 254.84 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 114.33 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 87.06 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 81.82 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 143.78 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 46459 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

-168-

Sheet 43 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

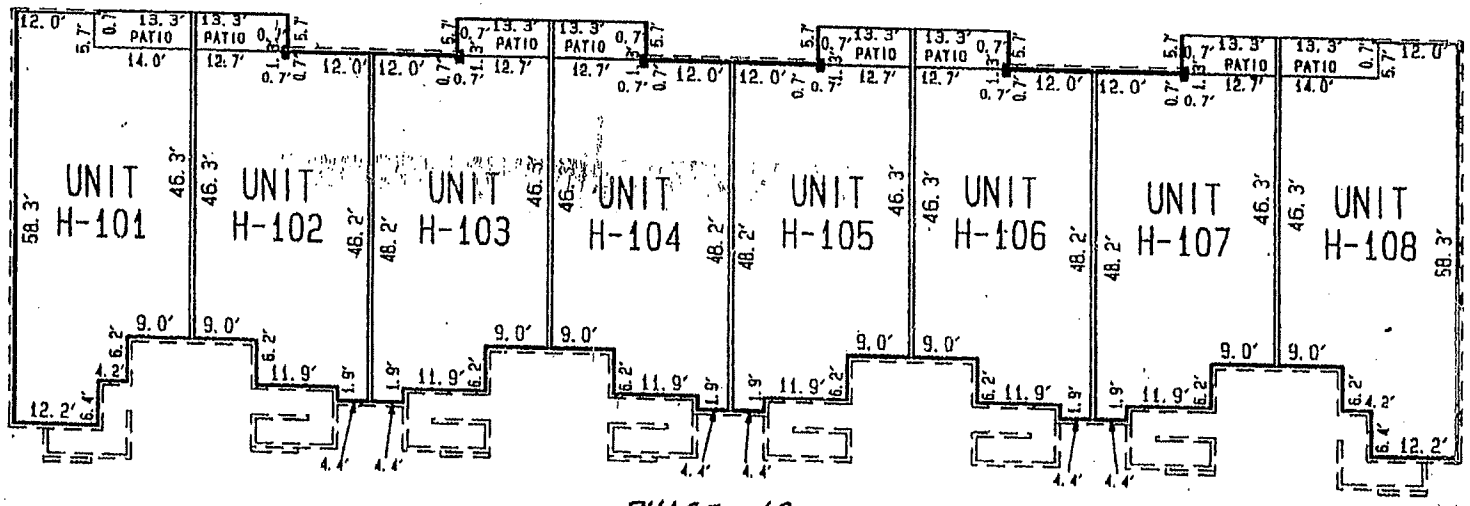
ORB 4277 Pg 1948

EXHIBIT "B", Page 44 of 50

Exhibit "B" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 10

20' 10' 0' 20' 40'

GRAPHIC SCALE
IN FEET

BUILDING "H"
FIRST FLOOR

FINISHED FLOOR ELEVATION:

FINISHED CEILING ELEVATION:

SHEET 44 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

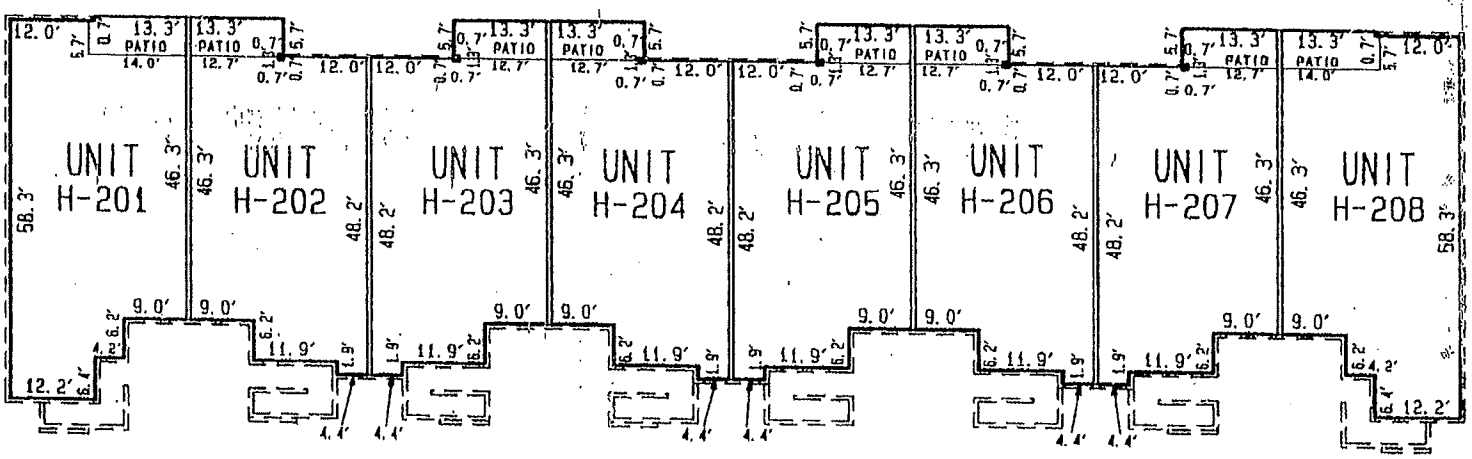
OR 6277 Pg 1049

EXHIBIT "B", Page 45 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



PHASE 10

20' 10' 0' 20' 40'

GRAPHIC SCALE
IN FEET

BUILDING "H"
SECOND FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 45 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-170-

46

ORB 8277 Pg 1950

EXHIBIT "B", Page 45 of 50

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 11, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

-171-

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

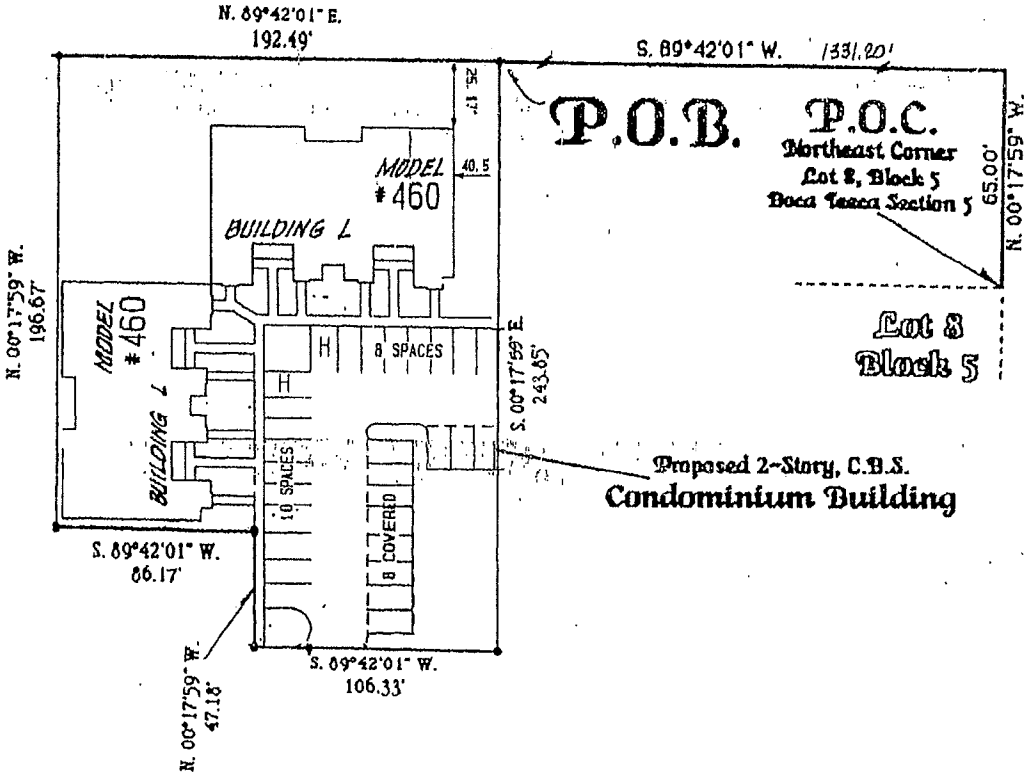
By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 2277 Pg 1051

EXHIBIT "B", Page 47 of 50

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN
PHASE 11

Sheet 47 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

-172-

ORB 6277 Pg 1952

EXHIBIT "B", Page 48 of 50

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 11)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN PLAT BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1331.20 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 243.85 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 106.33 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 47.18 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 86.17 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 42874 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

-173-

Sheet 48 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6277 Pg 1953

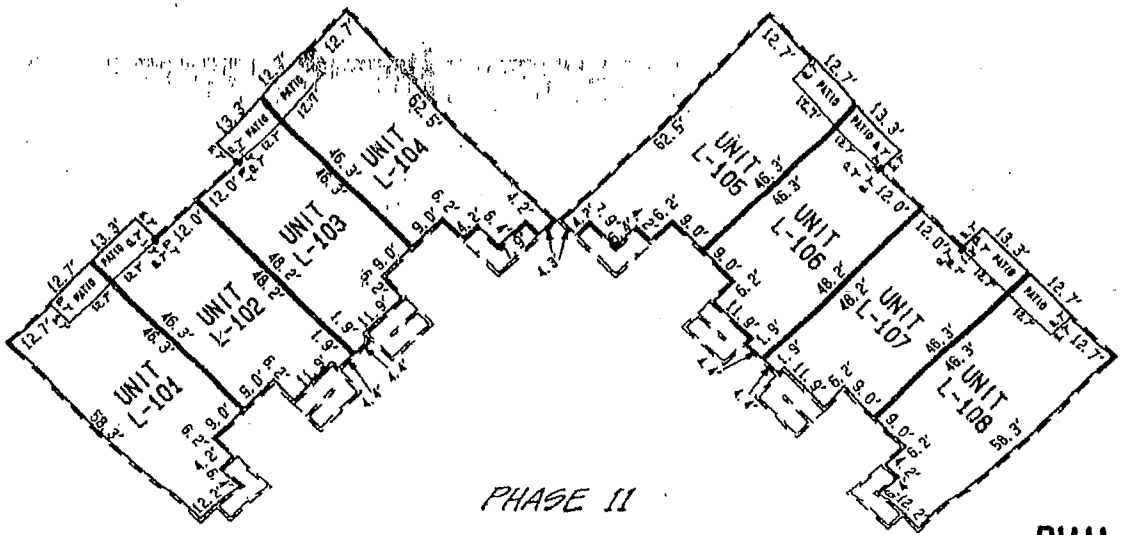
EXHIBIT "B", Page 49 of 50

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

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "L"
FIRST FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 49 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-174-

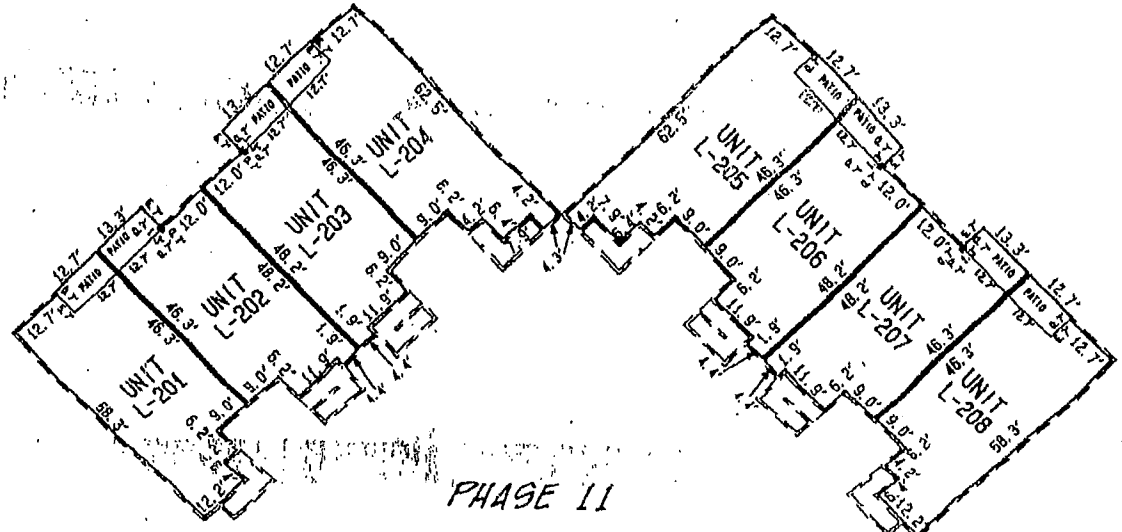
ORB 8277 Ps 1254
RECORDED VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

EXHIBIT "L", Page 50 of 50

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries
And Location Of Common And Limited Common Elements



30' 15' 0' 30' 60'

GRAPHIC SCALE
IN FEET

BUILDING "L"
SECOND FLOOR

FINISHED FLOOR ELEVATION:
FINISHED CEILING ELEVATION:

SHEET 50 OF 50

Bench Mark Land Surveying & Mapping, Inc. , Riviera Beach, Fl.

ALL IMPROVMENTS SHOWN HEREON ARE PROPOSED

-175-

MAY-25-1994 4:14pm 94-185132
ORB 8277 Pg 1866

THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM

THIS THIRD AMENDMENT is made this 25 day of May, 1994, by San De Vance Golf and Tennis Club Condominium Association No. 1, Inc., a Florida not-for-profit corporation ("Association").

RECITALS:

A. The Association is the Association under that certain Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendments thereto recorded in Official Records Book 7657, Page 1498, and Official Records Book 7896, Page 624, all of the Public Records of Palm Beach County, Florida (collectively, "Declaration").

B. Section 16.3 of the Declaration provides, in pertinent part, that the "Condominium Documents" (as defined in the Declaration) may be amended by the Board of Directors ("Board") of the Association at a meeting and such amendment shall become effective when unanimously approved by the entire Board.

C. The Association desires to amend the Declaration as set forth herein and the Board has held a duly called and noticed special meeting, at which the Board unanimously approved the amendment to the Declaration described below, as required under Section 16.3 of the Declaration.

NOW, THEREFORE, by virtue of the authority of the Association as aforesaid, the Association hereby amends the Declaration as follows:

1. Recitals: The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Definitions. Unless specifically set forth in this Amendment otherwise, the defined terms used herein have the same definitions such terms are given in the Declaration.

3. Amendment. All of the language on Exhibit "2" to the Declaration is hereby deleted in its entirety and the following is inserted in its stead:

> "The Percentage of Undivided Interest of each Unit shall be reallocated as subsequent phases are added to the Condominium and such Percentage of Undivided Interest shall be determined by a formula, the numerator of which shall be the number One (1) and the denominator of which shall be the total number of Units in the phases which have been submitted to the Declaration. For example and by illustration only, and not as an indication of the number of phases ever to be submitted to the Declaration:
>
> (a) If only one (1) phase has been submitted to the Declaration and such phase contains sixteen (16) Units, then, for all Units in the Condominium through and including such phase, each Unit's Percentage of Undivided Interest shall be 1/16, or 6.25%; and
>
> (b) Further, if five (5) phases have been submitted to the Declaration and such phases contain a total of eighty (80) Units, then, for all Units in the Condominium through and including such five (5) phases, each Unit's Percentage of Undivided Interest shall be 1/80, or 1.25%"

Prepared by Mitchell C. Fogel
and Return to Mitchell C. Fogel, P.A.
MITCHELL C. FOGEL, P.A.
ONE BOCA PLACE, SUITE 234 W
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

4. Ratification. Except as specifically set forth in this Third Amendment, all other matters provided by the Declaration remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Association has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

San De Vance Golf and Tennis Club
Condominium Association No. 1, Inc.,
a Florida not-for-profit corporation

Sandra Rettew
Name: SANDRA RETTEW

By: _____
Norman Goodman, President
Address: 260 N.W. 67th Street
Unit 107
Boca Raton, FL 33487

Mitchell C. Fogel
Name: MITCHELL C. FOGEL

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 25 day of May, 1994, by Norman Goodman, President of San De Vance Golf and Tennis Club Condominium Association No. 1, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of May, 1994.

Mitchell C. Fogel
Notary Public, State of Florida
Name: MITCHELL C. FOGEL
(SEAL)

My commission expires:

c:\mjndevco\3rdamend.mjn

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

CONSENT OF MORTGAGEE TO THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 7529, Page 1964, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, and Official Records Book 7896, Page 624, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the Third Amendment to the Declaration ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 25 day of May, 1994.

Signed, sealed and delivered
in the presence of:

Barbara Barker
Name: BARBARA BARKER

Name:

AMERICAN SAVINGS OF FLORIDA, F.S.B.

BY: Joanne Sabourin, V.P.
Name: Joanne Sabourin
Title: Vice President

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

ORB 8277 Pg 1869
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

State of Florida)
) ss
County of Dade)

The foregoing instrument was acknowledged before me this 25 day of May, 1994, by Lenni Laiken as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B., on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires:

"OFFICIAL NOTARY SEAL"
MADELINE M. HADLEY
Commission No. CC [illegible]
My Comm. Exp. 12 [illegible]

c:\myndevco\3rdmtgee.con

Prepared by Mitchell C. Fogel
MITCHELL C. FOGEL, P.A.
One Financial Plaza • Suite 2012
Fort Lauderdale • Florida 33394

SEP-22-1993 11:39am 93-302314
ORB 7896 Pg 624

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM, FOR PHASE 3

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership ("Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657, Page 1347, and the Amendment thereto recorded in Official Records Book 7657, Page 1498, both Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer desires to add Phase 3 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium;

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" ("Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as amended.

Because of the addition of Phase 3, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 2.0833333%.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered
in our presence:

MJN Development Company, a
Florida general partnership

By: Les Developpements Le
Rivebourg, Inc., a
Canadian corporation,
General Partner

By: _____ PRESIDENT
Norman Goodman, President
Address: 260 N.W. 67th Street
Unit 107
Boca Raton, FL 33487

_____
Name: MITCHELL C. FOGEL

_____
Name: JOANNE V. RACIN

State of Florida)
) ss:
County of Palm Beach)

The foregoing instrument was acknowledged before me this 9th day of September, 1993, by Norman Goodman, President of Les Developpements Le Rivebourg, Inc., a Canadian corporation, as a general partner of MJN Development Company, a Florida general partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of September, 1993.

_____
Notary Public, State of Florida
Name: MITCHELL C FOGEL
(SEAL)

My commission expires:

OFFICIAL SEAL
Mitchell Craig Fogel
My Commission Expires
Aug. 31, 1996
Comm. No. CC 224541

mjn-dev.com\amend-de.con\e

ORB 7896 Pg 625

Exhibit "A", Page 1 of 5

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 3

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 3, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

-131-

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this 9TH day of September, a.d. 1993.

Linda A. Ackerman, Notary Public
My commission expires: December 20, 1994

LINDA A. ACKERMAN NOTARY PUBLIC STATE OF FLORIDA

By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 6 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: SEPTEMBER 2, 1993

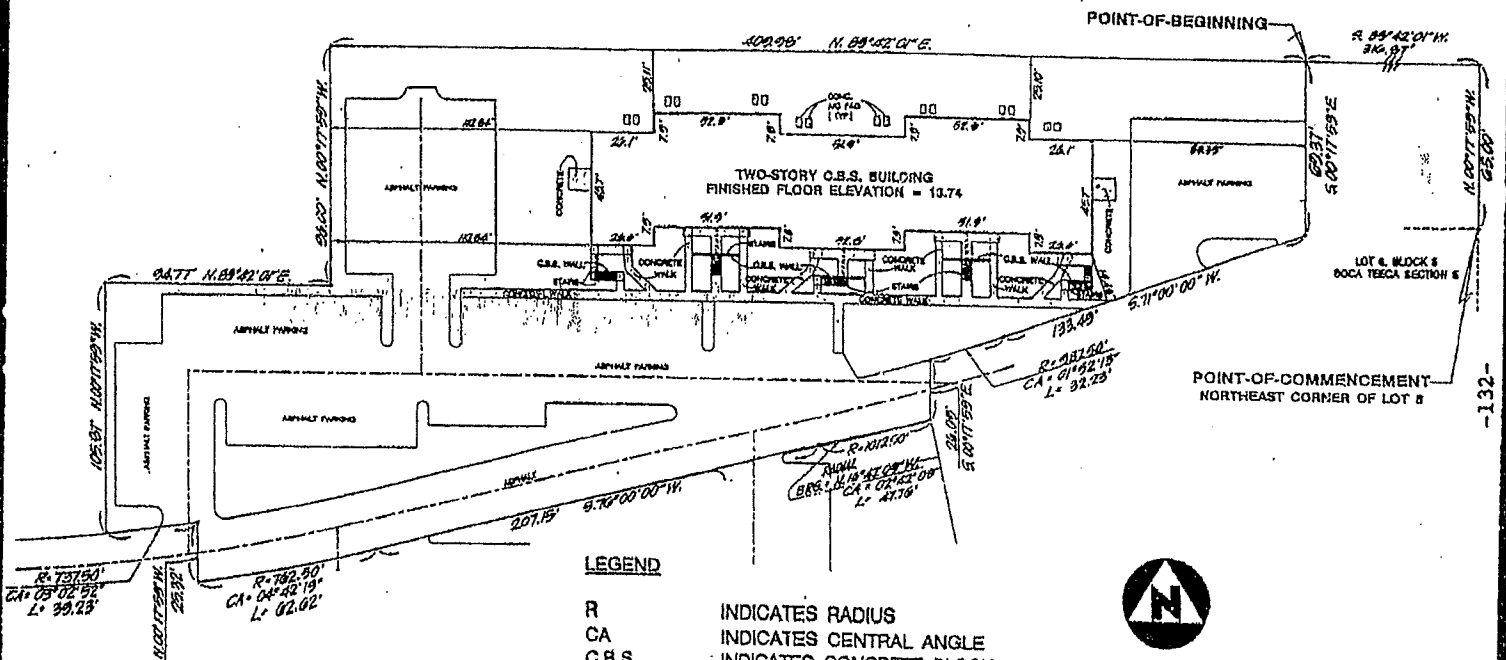
P-6509

ORB 7896 Pg 626

Exhibit "A", Page 2 of 5

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 3



Sheet 7 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: SEPTEMBER 2, 1993

P-6500

-132-

ORB 7896 Pg 627

Exhibit "A", Page 3 of 5

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 3

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 3)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET; THENCE, SOUTH 71°00'00" WEST, A DISTANCE OF 133.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 987.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°52'13", A DISTANCE OF 32.23 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 26.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1012.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 16°42'09" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'09", A DISTANCE OF 47.76 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 76°00'00" WEST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 762.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°42'19", A DISTANCE OF 62.62 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.32 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 737.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°02'52", A DISTANCE OF 39.23 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 105.87 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 94.77 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 96.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 409.98 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 71355 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

-133-

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: SEPTEMBER 2, 1993

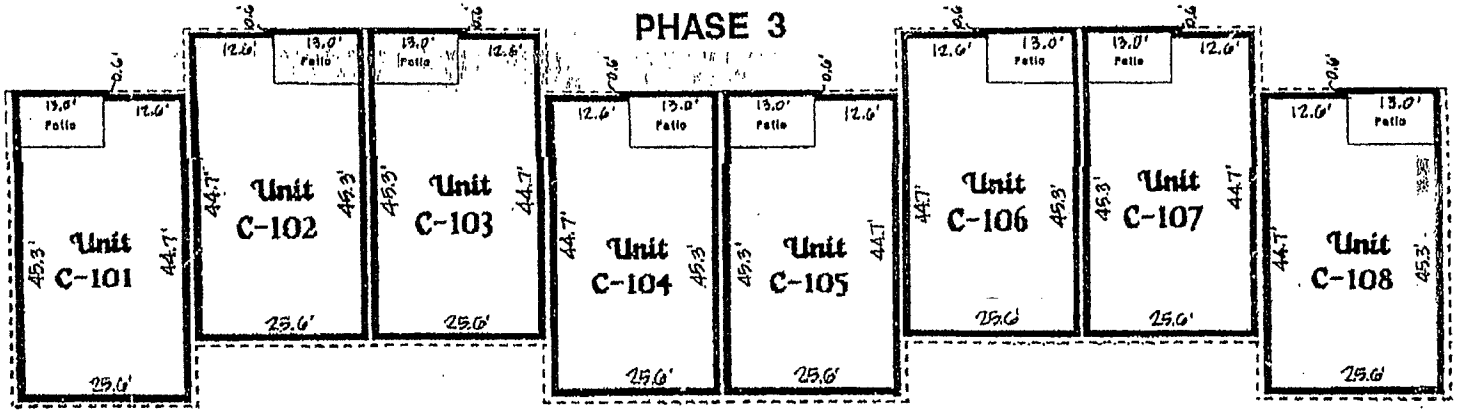
P-6500

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements

PHASE 3



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building C
First Floor

FINISHED FLOOR ELEVATION: 13.74
FINISHED CEILING ELEVATION: 21.84

Sheet 9 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

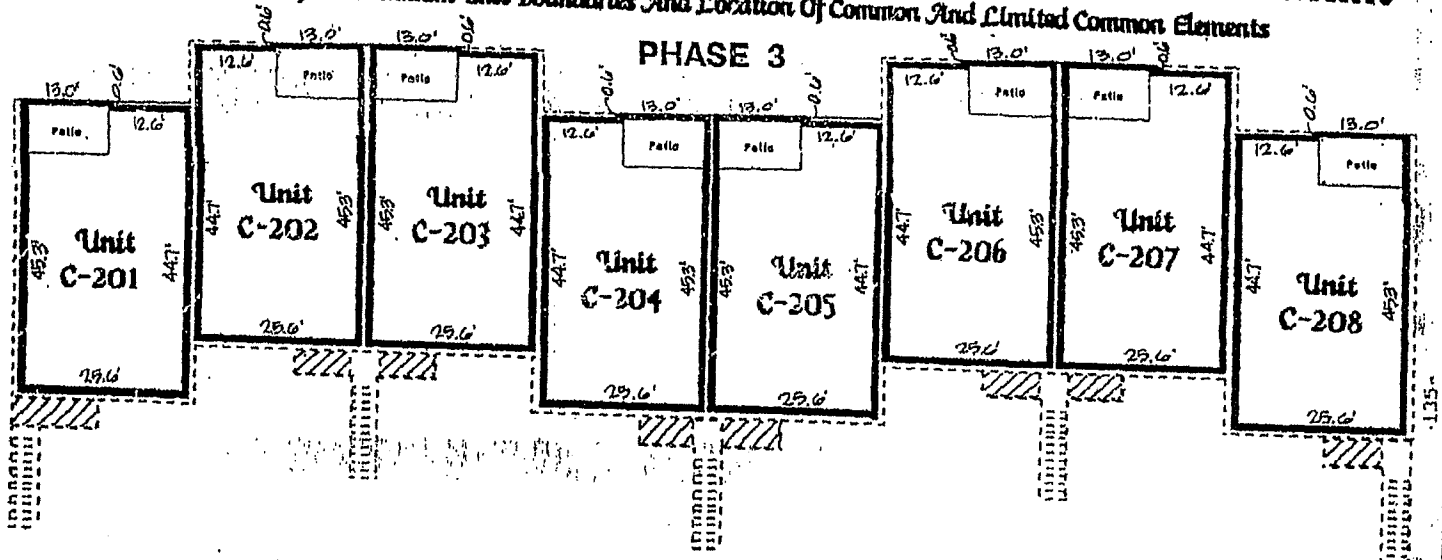
-134-

ORB 7896 Pg 629

Exhibit "A", Page 5 of 5

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building C
Second Floor

FINISHED FLOOR ELEVATION: 22.33
FINISHED CEILING ELEVATION: 30.43

Graphic Scale In Feet 1"=20'

Sheet 10 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: SEPTEMBER 2, 1993

6500

Prepared by Mitchell C. Fogel

MITCHELL C. FOGEL, P.A.
One Financial Plaza • Suite 2012
Fort Lauderdale • Florida 33394

CONSENT OF MORTGAGEE TO SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of that certain Mortgage executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"), recorded in Official Records Book 7529, Page 1964, of the Public Records of Palm Beach County, Florida ("Mortgage"), which Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. ("Declaration"), as Amended and Restated in Official Records Book 7657, Page 1347, as further Amended in Official Records Book 7657, Page 1498, all of the Public Records of Palm Beach County, Florida and pursuant to Chapter 718, Florida Statutes ("Condominium Act"), Mortgagee is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership of the Second Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, for Phase 3 ("Amendment"), to which this Consent is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 20 day of September, 1993.

Signed, sealed and delivered in the presence of:

Pilar Atencio
Name: Pilar ATENCIO

Zoraida Martinez
Name: Zoraida MARTINEZ

AMERICAN SAVING OF FLORIDA, F.S.B.

BY: Joaquin Saban, V.P.
Name: Joaquin Saban

Title: Vice President

ORB 7896 Pg 631
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

State of Florida)
) ss
County of Dade)

The foregoing instrument was acknowledged before me this 20 day of September, 1993, by Jeanne Dahan as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B., on behalf thereof. He/she is personally known to me or has produced _____ as identification.

Madeline Kabelay
Notary Public, State of Florida

Name: MADELINE KABELAY

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 9, 1996
BONDED THRU GENERAL INS. AGY.

My Commission Expires:

mjn-dev.com\consentto.mtg\e

APR-09-1993 8:03am 93-105501
ORB 7657 Pg 1498

PREPARED BY AND RETURN TO:
Ronald Rosenwasser, P.A.
One Boca Place
2255 Glades Road, Suite 405E
Boca Raton, Florida 33431
(407) 241-7777

AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
SAN DE VANCE GOLF AND TENNIS CLUB NO. 1, A CONDOMINIUM
FOR PHASE 2

WHEREAS, MJN DEVELOPMENT COMPANY, a Florida general partnership (the "Developer"), filed the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, recorded in Official Records Book 7657 Page 1347 Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer desires to add Phase 2 to condominium ownership pursuant to the plan of phasing of San De Vance Golf and Tennis Club No. 1, a Condominium;

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic descriptions attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium.

Because of the addition of Phase 2, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 3.125%.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Ilene Ratner

Kimberly A. Hergatlick

DEVELOPER:
MJN DEVELOPMENT COMPANY, a Florida general partnership

By: SEM INVESTMENTS L.C., a Florida limited liability company as General Partner

By: _____
MORTON WENDMAN, PRESIDENT

[Corporate Seal]

STATE OF FLORIDA)
: ss.:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 5th day of April, 1993, by MORTON WENDMAN, as President of SEM INVESTMENTS L.C., a Florida limited liability company as General Partner of MJN DEVELOPMENT COMPANY, and he acknowledged before me that he executed such instrument as such officer of said corporation and that said instrument is the free act and deed of said corporation.

RETURN TO:
Steve Daniels
301 Yamato
#4150
Boca Raton FL
33431

_____
NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

LINDA WALDEN
My Comm Exp. 10/20/96
Bonded By Service Ins
No. CC237262

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

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 2, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this 11th day of MARCH 1993.

Linda A. Ackerman, Notary Public
My Commission Expires: 20-December-1994

LINDA A. ACKERMAN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires Dec 20 1994 No. CC 065758

By: Wm. R. Van Campen

Wm. R. Van Campen, R.L.S.
Florida Certificate Number 2424

STATE OF FLORIDA

Sheet 1 Of 5

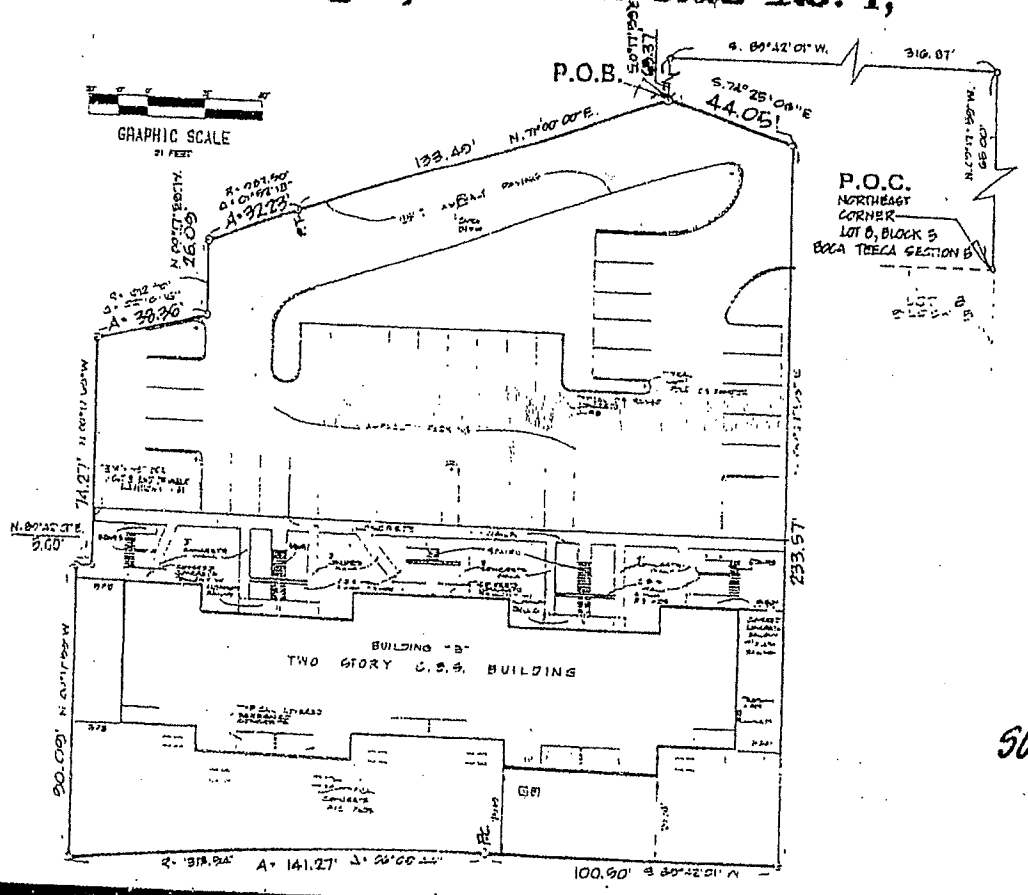
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

ORB 7657 Pg 1499

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN

ORB 7657 Pg 1500

Sheet 2 Of 5

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

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

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 2)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 74°25'06" EAST, A DISTANCE OF 44.05 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 233.57 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1313.54 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°09'44", A DISTANCE OF 141.27 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 90.09 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 5.00 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 74.27 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1012.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 14°31'53" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°10'16", A DISTANCE OF 38.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 26.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 987.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 17°07'47" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°52'13", A DISTANCE OF 32.23 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 71°00'00" EAST, A DISTANCE OF 133.49 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 51326 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

ORB 7657 Pg 1501

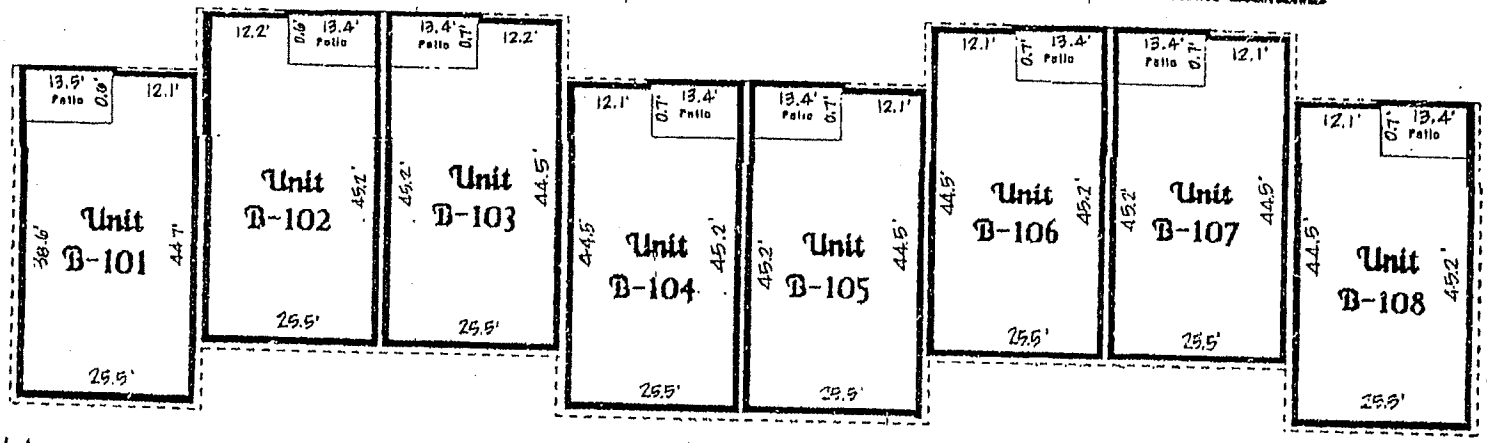
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building B
First Floor

Finished Floor Elevation: 13.8
Finished Ceiling Elevation: 21.8

Sheet 4 Of 5

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

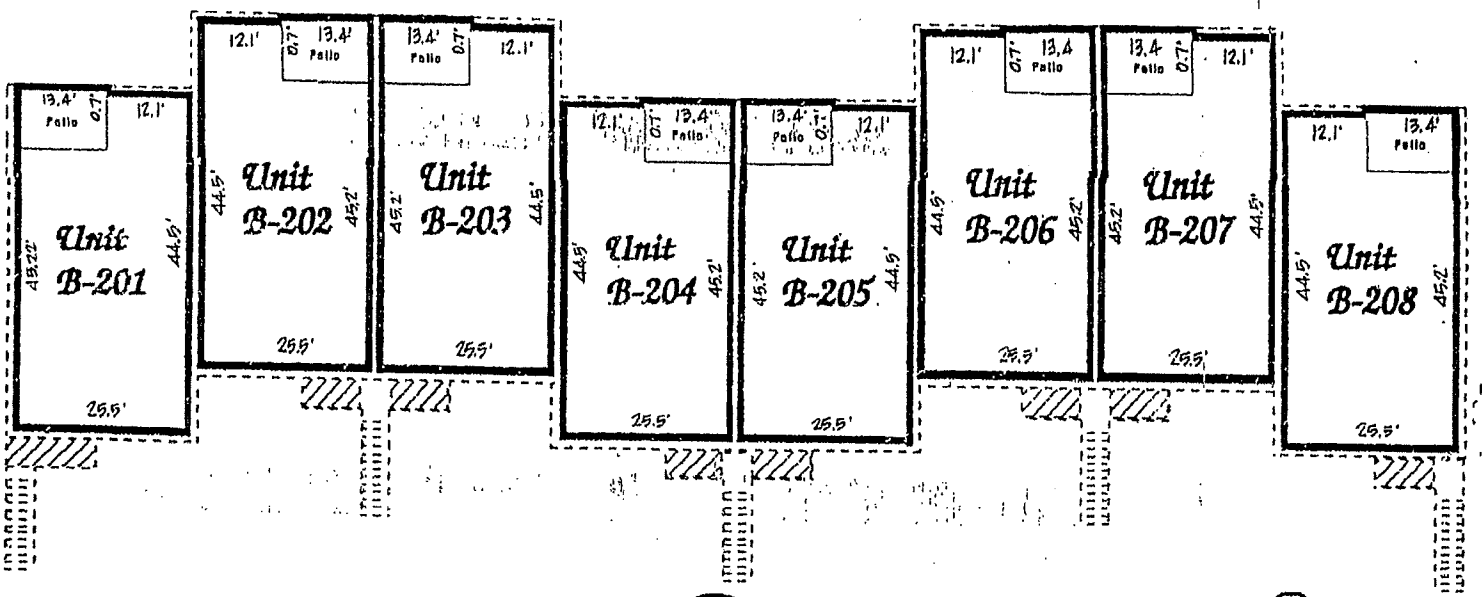
P-6500

OR 7657 Pg 1502

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

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building B
Second Floor

Finished Floor Elevation: 22.4
Finished Ceiling Elevation: 30.5

Sheet 5 Of 5

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

ORB 7657 Pg 1503

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

PREPARED BY AND RETURN TO:
Ronald Rosenwasser, P. A.
One Boca Place
2255 Glades Road, Suite 405E
Boca Raton, FL 33431
(407) 241-7777

ORB 7657 Ps 1504

CONSENT OF MORTGAGEE TO AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
SAN DE VANCE GOLF AND TENNIS CLUB NO. 1,
A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage recorded in Official Records Book 7529, Page 1964, Public Records of Palm Beach County, Florida upon land in Palm Beach County, Florida (the "Mortgage"), executed by MJN DEVELOPMENT COMPANY, a Florida general partnership ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium, as recorded in Official Records Book 6653, Page 477, et seq. (the "Declaration"), and Amended and Restated in Official Records Book _____, Page _____, Public Records of Palm Beach County and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagee is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by the Amendment to the Amended and Restated Declaration of Condominium of San De Vance Golf and Tennis Club No. 1, a Condominium for Phase 2 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or of any Developer of the Mortgaged Property, or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property.

4. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Condominium units and the limited and common elements, and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 8th day of April, 1993.

Signed, sealed and delivered
in the presence of:

Madeline Kahalley
MADELINE KAHALLEY
Pilar Arcay
PILAR ARCAY

AMERICAN SAVINGS OF FLORIDA,
F.S.B.

By: Joanne Saban
JOANNE SABAN, Vice President

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

ORB 7657 Ps 1505
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

STATE OF FLORIDA)
: ss.:
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 8 day of April, 1993, by Jeanne Dubau, as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B. on behalf of the Corporation. He/she is personally known to me or has produced
as identification and did/did not take an oath.

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 9, 1993
BONDED THRU GENERAL INS. UND.

c:\wp51\consent
03JOC3

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

PREPARED BY AND RETURN TO:
Ronald Rosenwasser, P.A.
One Boca Place
2255 Glades Road, Suite 405E
Boca Raton, Florida 33431
407-241-7777

APR-09-1993 8:03am 93-105500
ORB 7657 Pg 1347

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

SAN DE VANCE GOLF & TENNIS CLUB NO. 1

This CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SAN DE VANCE GOLF & TENNIS CLUB NO. 1, (the "Condominium) is made this 5 day of APRIL, 1993, by SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. I, INC., a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, the Declaration of Condominium of San De Vance Golf & Tennis Club No. 1, a Condominium ("Declaration") was recorded on November 27, 1990, in Official Records Book 6653, Page 477 of the Public Records of Palm Beach County, Florida; and

WHEREAS, a majority of the Board of Directors of San De Vance Golf & Tennis Club Condominium Association No. 1, Inc. desires to delete Exhibits "D", "E", "G", "H", "I", "J", "K", "M" and "N" from the Declaration, and any references to such exhibits, described in the Declaration and desires to amend and restate the Declaration in its entirety; and

WHEREAS, Section 16 of the Declaration provides that until the first election of a majority of the directors of San De Vance Golf & Tennis Club Condominium Association No. 1, Inc. by the membership other than Sponsor, the Declaration may be amended by the approval of a majority of the Board of Directors; and

WHEREAS, the majority of directors of San De Vance Golf & Tennis Club Condominium Association No. 1, Inc. are still elected by the Sponsor; and

WHEREAS, on APRIL 4th, 1993, a meeting of the Board of Directors of San De Vance Golf & Tennis Club Condominium Association No. 1, Inc. was held wherein a proposed Amendment deleting Exhibits "D", "E", "G", "H", "I", "J", "K", "M" and "N" and any reference to such exhibits, and to amend and restate the Declaration in its entirety, was presented for adoption; and

WHEREAS, the requisite number of affirmative votes were registered to pass the Amended and Restated Declaration attached hereto as Exhibit "A".

NOW THEREFORE, the Declaration is hereby amended and restated as set forth on Exhibit "A" attached hereto. The Amended and Restated Declaration shall run with the land known as San De Vance Golf & Tennis Club No. 1, a Condominium pursuant to the Declaration of Condominium recorded in Official Records Book 6653, Page 477, of the Public Records of Palm Beach County, Florida, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

WE HEREBY CERTIFY that the attached Amended and Restated Declaration was duly adopted by the Board of Directors as Amendment to the Declaration of Condominium of San De Vance Golf & Tennis

RETURN TO:
STEVE DANIELS
301 YAMATO RD
#4150
BOCA RATON FL 33487

Club No. 1, a Condominium, and that the requisite affirmative votes were registered for the Amendment at a duly scheduled and held meeting at which quorums were present.

IN WITNESS WHEREOF, the President has caused the execution of this Certificate of Amendment this 5th day of April, 1993.

Witnesses:

Ilene Ratner

Kimberly A. Heigelbeck

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC.

By: _____
MORTON WENDMAN, VICE PRESIDENT

[CORPORATE SEAL]

STATE OF FLORIDA }
COUNTY OF Palm Beach } ss.

The foregoing instrument was acknowledged before me this 5th day of April, 1993, by MORTON WENDMAN, as Vice President of SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., and he/she acknowledged before me that he/she executed such instrument as such officer of said corporation and that said instrument instrument is the free act and deed of said corporation.

Linda Walden

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

NOTARY PUBLIC STATE OF FLORIDA
LINDA WALDEN
My Comm Exp. 10/20/96
Bonded By Service Ins
No. CC237262

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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM

MJN DEVELOPMENT COMPANY, a Florida general partnership, being the successor Sponsor of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, a condominium joined by SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., being the Association charged with maintenance obligation of certain real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit 1, which is incorporated hereto by reference, does hereby state and declare that the realty described on Sheet 2 and 2(A) in Exhibit 1, labeled Phase 1, Recreation Facilities and 25 foot Ingress and Egress Easement, together with improvements thereon, is subject to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718, et seq., as same exists at the time of recording this Declaration in the Public Records) and does hereby file this Amended and Restated Declaration of Condominium. The realty described in Exhibit "L", labeled as Phase 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 are not being submitted to condominium ownership by this Amended and Restated Declaration, but rather are described in order to meet the requirements of F. S. 718.403 of the Condominium Act, and may be added to this Condominium pursuant to the provisions of Paragraphs 3.2 - 3.4 hereof.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT

1.1 PURPOSE. The purpose of this Declaration is to submit the realty and improvements of the above-mentioned Phase 1 to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM. The address shall be 5910 N.W. 2nd Avenue, Boca Raton, Florida.

1.3 THE LAND. The real property (the Land) described in Exhibit 1 hereto, labeled as Phase 1, Recreation Facilities and 25 foot Ingress and Egress Easement, is the Condominium Property hereby submitted to condominium ownership Such property is subject to easements, restrictions, reservations and rights of way of record. together with those contained for in this instrument and the Exhibits attached nereto.

PREPARED BY AND RETURN TO:
Ronald N. Rosenwasser, P.A.
One Boca Place
2255 Glades Road, Suite 405E
Boca Raton, Florida 33431
407-241-7777

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each unit as herein defined.

2. DEFINITION OF TERMS. the terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act, and as follows, unless the context otherwise requires.

2.1 "Condominium Act" means the Condominium Act of the State of Florida (F.S. 718, et seq.) as it exists at the time of recording this Declaration in the Public Records.

2.2 "Condominium" means that form of real property which is created pursuant to the provisions of the Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, as established by this Declaration.

2.3 "Condominium Property" means and included the lands and personal property hereby subjected to condominium ownership and the Lands and personal property subjected to condominium ownership by amendments to this Declaration as provided in Paragraph 3.2 hereof, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.4 "Units" or "Condominium Unit" means a part of the Condominium Property which is to be subject to exclusive ownership as specified in this Declaration.

2.5 "Common Elements" means the portions of the Condominium Property not included in the Units.

2.6 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to exclusion of other Units.

2.7 "Assessment" means a shall of the funds required for the payment of Common Elements which is assessed against the Unit Owners from time to time.

2.8 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and in the provisions of this Declaration.

2.9 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the Condominium including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.10 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.

2.11 "Declaration", or "Declaration of Condominium" means this instrument and all Exhibits.

2.12 "Articles of Incorporation" means the Articles of Incorporation of the Association, heretofore filed in the Office of the Secretary of State of the State of Florida (Exhibit B).

2.13 "By-Laws" means the By-Laws of the aforedescribed Association (Exhibit C).

2.14 "Sponsor" or "Developer" means MJN DEVELOPMENT COMPANY, a Florida general partnership, its successors and assigns, which has created this condominium.

2.15 "Unit Owner" means the owner of a Condominium Unit.

2.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

2.17 "Association" means SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a non-profit Florida corporation which is the entity responsible for the operation of the Condominium.

2.18 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

2.19 "Institutional Mortgagee" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, any Agency of the United States Government, FNMA or like entity and other Mortgage firms, being a mortgagee of a Unit.

2.20 "Percentage of Undivided Interest" or similar words to that effect, used herein with reference to the share of Common Elements, Common Expenses and Common Surplus, shall also be deemed

to mean "fractional share of undivided interest" or similar words to that effect.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

3. SURVEY AND DESCRIPTION OF IMPROVEMENTS; AMENDMENTS THEREOF AND PHASING OF PROJECT.

3.1 SURVEY. On Exhibit 1 hereto there is a survey of the Land, graphic description, recreational facility, and plot plan of the Units, Common Elements and Limited Common Elements of Phase 1, and their relative locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking spaces are delineated thereon. The percentage of ownership of undivided interests in Common Elements appurtenant to each Unit is designated on Exhibit 2 hereto.

3.2 PHASING. This Condominium is a phase condominium as provided for in F.S. 718.403. On Exhibit L labeled Phase 2 through 11, there are representations and descriptions of residential phases which may, at Sponsor's sole option, become part of the Condominium. Also set forth is the number and general size of the Units to be included in each said Phase. On Exhibit "2" hereto is each such Unit's percentage of Common Elements if the phase is added. All phases must be completed and added to this Condominium within seven (7) years form date of recording of this Declaration, if added at all.

3.3 AMENDMENT. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Sponsor.

3.4 IMPACT OF PHASING. The general scheme of phasing the Condominium is the submission of the parcel of property to condominium ownership labeled as Phase 1 on Exhibit "1" and the proposed addition of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Condominium Association. It is not anticipated that the submission of these additional phases to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The adding of these subsequent phases to this Condominium, thereby adding additional Units, will reduce the percentage of Common Elements attributable to each previously created Unit, as specifically set forth on Exhibit "2". The adding of those subsequent phases to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have

one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of units contained in the phases so added. If Sponsor decides not to add all of the additional residential phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and any amendments thereto adding phases and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the vote of the Association and own 100% of the Common Elements.

3.5 MODIFICATIONS TO UNIT, BUILDINGS AND LEGAL DESCRIPTIONS IN FUTURE PHASES. For all future phases, Exhibit "1" to this Declaration, the Survey Exhibit, describes the proposed Plot Plan and the proposed Unit and building types for all future phases which are proposed by the Sponsor. As permitted by Florida Law, Section 718.403, Laws of 1984, Sponsor reserves the right to modify the Plot Plan and the Unit and building types for future phases. Such Units and buildings types for future phases may differ as to size, location, elevation, design, configuration or Units within the building materials, height of buildings, number of Units per building, change in parking and landscape, price, and number of bathrooms and bedrooms per Unit. Further, Sponsor may make non-material changes in the legal descriptions of a phase.

3.6 CHANGE IN SIZE AND NUMBER OF UNITS. Exhibit "F" hereto, sets forth the proposed number and general size of Units to be included in all future phases. The approximate square footage of each proposed Unit type, as shown is set forth on Exhibit "F". As set forth above in Paragraph 3.5, Sponsor reserves the right to modify the number and general size of Units to be included in each phases in this Condominium.

3.7 TIME SHARING. There will be no time-share estates in this Condominium.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements and Limited Common Elements. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for in Paragraph 3 hereof). Paragraph 3 specifically contemplates that in the event Sponsor adds subsequent residential phases, the percentage of Common Elements shall automatically change as set forth in Exhibit 2 hereof and no consent from any party, including Unit owners, need to be obtained. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

4.1.1 RECREATION FACILITIES. Developer will construct a recreation center which will consist of a clubhouse, swimming pool, two(2) shuffleboard courts and a golf putting green, all as are described on Exhibit "1" (the Recreation Area). Construction of these facilities will be completed prior to the completion of Phase 6. The clubhouse, pool and tennis courts are intended for the use and enjoyment of all Unit Owners in SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM and are part of the Common Elements. Assessments, insurance premiums, costs of maintenance and repair, including the cost of operation of the pool, clubhouse, utilities, replacements and all other expenses incurred by the Association for the Recreation Area and Facilities are hereby declared to be Common Expenses of this Condominium. All expenses for the Recreation Area and Facilities shall be apportioned among all the Unit Owners in all phases actually constructed in SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, and each Unit Owner, his heirs, successors and assigns agrees to make payment to the Association of his share of the monies due from his Unit in accordance with his percentage of the Common Expenses as then set forth in this Declaration of Condominium as same may be amended from time to time as additional phases come on line.

4.2 BOUNDARIES. The boundaries are determined as follows:

4.2.1 HORIZONTAL BOUNDARIES.

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY--The planes of the undecorated finished ceiling.

(2) LOWER BOUNDARY--The planes of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the planes of the undecorated finished interior surface of the walls bounding the Unit extended to intersections with each other and with the Upper and Lower Boundaries.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and door, the perimetrical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and castings, shall be included within the Unit and

shall not be deemed a Common Element.

(2) The interior, non-weight-bearing, partitions, within a Unit are part of said Unit.

(3) As depicted on Exhibit 1, each Unit includes a patio or balcony which is appurtenant to each dwelling and is portion of such Unit.

4.2.3. WEIGHT OF BEARING STRUCTURES. The area beneath the unfinished surface of any wight-bearing structure which is otherwise within the horizontal and perimetrical boundaries is a Common Element.

4.2.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for the ducts, pipes, conduits, plumbing, wiring and other facilities for the furnishing of utility services to the Units and the Common Elements, for maintaining, repairing and servicing same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to such Unit and are not part of the Common Elements.

4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors and blowers located on or near any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units shall be deemed owned by the Unit Owners and are not a part of the Common Elements.

4.3 AUTOMOBILE PARKING AREAS. There is contained within the eleven (11) phases of the Condominium a total of 275 uncovered parking spaces and 143 covered parking spaces. After the filing of this Declaration, there shall be assigned by the Sponsor to each Unit, the exclusive right to use one (1) uncovered automobile parking space. Each covered parking space will be assigned to a Unit Owner. Such parking spaces, both covered and uncovered, shall be used by the owner of such Unit and such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of said Unit. The Assignment of such parking spaces shall be made by instrument in writing. Parking spaces which are not so assigned shall be a part of the Common Elements and subject to the provisions of the By-Laws and rules and regulations determined by the Board of Directors of the Association.

4.4 RIGHT TO ALTER. Unless otherwise prohibited in F.S. 718.403, Sponsor reserves the right to alter the interior design of any Units as long as Sponsor owns the Units so altered, which right to alter is limited to the removal of a portion of the boundaries (horizontal or perimetrical) separating two Units to allow them to be used together as one integral Unit. Said alteration shall be

accomplished by an amendment to this Declaration, which need only by signed by Sponsor without the approval of any other party. All assessments, voting rights and the share of the Common Elements shall be calculated as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No Unit may be divided or subdivided into a smaller Unit or Units other than as shown on Exhibit I hereto (except as may be allowed in Paragraph 3.5 and 4.4 hereof).

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

6.2 EASEMENT FOR UNINTENTIONAL ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful act of any person, than an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved, and granted, through the Condominium Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium.

6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. the use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration, as the same may exist from time to time.

6.6 SURVEY EXHIBIT--EASEMENTS. The Sponsor shall have the right to create for others, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Paragraph 6. Further, Sponsor shall have the unequivocal right without the joinder of any other party to grant such easements

(ingress, egress and maintenance), to such parties as Sponsor deems fit. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit "1" attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit "1", if any, shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Sponsor, or its designee, shall have the right but not the obligation to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and equipment thereon. Should the Sponsor grant additional easements or supplement, replace or relocate the easements designated on Exhibit L, the same shall automatically be part of the easements provided therein as if originally set forth.

5.7 ADDITIONAL EASEMENTS. Sponsor reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of the actual building . However, if requested, the Association and Unit Owners shall join in the creation thereof.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

7.2 EXEMPTION OF SPONSOR. There currently does not exist any guarantee of assessments by the Sponsor and Sponsor is responsible for assessments on units which it owns.

8. ADMINISTRATION OF THE CONDOMINIUM:

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration and the Condominium Act.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act. Further, the Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, PROVIDED, HOWEVER, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by F.S. 718.111.

8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee (or any guarantor, insurer or subsequent holder thereof) of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertaining to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests same. Further, current copies of the Declaration and all Exhibits attached thereto, other rules concerning the Condominium and the books, records and financial statements of the Association shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances by such

Institutional Lenders and related parties.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 VOTING. Each Unit Owner, including the Sponsor, shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provisions of the By-Laws.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

9. USE AND OCCUPANCY. The provisions of this Paragraph 9 shall not be applicable to Sponsor or to any corporation formed or controlled by Sponsor.

(a) RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single family residence. At no time may the Unit be used by more persons than for which it was designed.

(b) OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be permanent Occupant of such Unit. Such entity shall thereafter have the right to designate other persons as the Occupants of such Unit, whether in substitution of or in addition to the persons initially designated, subject to approval by the Association pursuant to the provisions of Paragraph 12 of the Declaration of Condominium. All provisions of the Declaration of Condominium shall apply to such designated Occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby.

(c) GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Documents.

(d) LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The

responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

(e) ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any material alteration, addition or modification to his Unit without prior written approval of the Association. No Unit Owner shall cause any improvements or changes to be made to the exterior of the Unit or building, parking space, covered or uncovered, including painting or other decoration, without prior written approval of the Association. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit. The Association shall approve the installation or replacement of any hurricane shutters conforming to specifications adopted by the Board of Directors.

(f) PETS. Domestic pets or animals (provided, however, only one (1) dog and/or one (1) cat) may be kept or harbored on the Condominium Property or Unit so long as such pets or animals do not exceed twenty-five (25) pounds when fully grown and do not constitute a nuisance. A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given, said pet shall be removed within forty-eight (48) hours of the giving of notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose, if any.

(g) NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

(h) APPLICABILITY TO SPONSOR. Neither the Unit Owner nor the Association, nor their use of the Condominium, shall interfere with the Sponsor's completion and sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Sponsor may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit in this Condominium.

(i) RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof

and the provisions of this Declaration and the By-Laws of the Association.

(j) ANTENNAS. No antennas shall be erected or installed on the exterior of any of the Condominium buildings.

10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements and any Limited Common Elements as indicated on Exhibit "1" hereto. The Association shall also maintain the surface water management system serving the Condominium.

The Association shall maintain this Condominium as a first-class quality residential project.

10.2 MAINTENANCE BY UNIT OWNER. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor and blower, refrigerant and electrical line appurtenant to his Unit.

10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit or Limited Common Elements, as specified above, or refuse to maintain and make repairs as required, or should a Unit Owner cause any damage to the Common Elements or Limited Common Elements, the Association may take any such action as it deems necessary and may undertake repairs, replacements or maintenance. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of law or equity for an injunction to seek compliance or recover such cost or damage, including a reasonable attorney's fee.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a Unit or Units.

11. APPORTIONMENT OF TAX OR ASSESSMENT. If any taxing authority levies or assesses any tax or assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units shall be subject to the following provisions as long as the Condominium Property exists:

12.1 TRANSFERS SUBJECT TO APPROVAL.

a. SALE. No Unit Owner may dispose of a Unit or any interest in a Unit, by sale of otherwise, without approval of the grantee by the Association.

b. LEASE. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. No lease may be made for less than a period of two (2) consecutive months nor shall any transient accommodations be provided.

c. GIFT. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership of the Units shall be subject to the approval of the Association.

d. DEVISE OR INHERITANCE. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

e. OTHER TRANSFERS. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

12.2 APPROVAL OF ASSOCIATION. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION.

(1) SALE. A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended Purchaser as the Association may require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a Purchaser for the Unit if the proposed Purchaser is not approved. If such demand is made, the notice shall be accompanied by a executed copy of the proposed contract of sale and purchase.

(2) LEASE. A Unit Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.

(3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A Unit Owner who has obtained his title by a gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owner as the Association may require and a copy of the instrument evidencing the owner's title.

(4) FAILURE TO GIVE NOTICE. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

b. CERTIFICATE OF APPROVAL.

(1) TRANSFER FEE. There may be a transfer fee as established and charged in the Association, for the approval procedures set forth in this Paragraph 12, subject to F.S. 718.112(2)(i), Laws of 1984 and as thereafter amended.

(2) SALE OR LEASE. If the proposed transaction is a sale or lease, then within ten (10) days after receipt of the notice and information concerning the proposed purchaser or lessee,

(including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate, the form of which shall be approved by the directors and executed by the President or Vice President of the Association, and which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in a similar manner and delivered to the lessor. The liability of the Unit Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

(3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within ten (10) days after receipt of the notice and information required to be furnished concerning such owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership by the Unit. If approved, the approval shall be stated in a certificate executed by the Association, and which shall be recorded in the Public Records as hereinabove provided.

(4) APPROVAL OF CORPORATE OWNER OR PURCHASE. If the proposed purchaser of a Unit is a Corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be occupants of the Unit be approved by the Association and that the principals of the Corporation or entity shall guarantee the performance by the corporation of the provisions of this instrument, and execute either a copy thereof or a certificate to that effect.

12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

a. NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval of the Association and the transaction shall not be consummated.

b. SALE OR LEASE--REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Unit Owner a bona fide agreement to purchase or rent the Unit by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Unit Owner must sell or lease the Unit upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or lease.

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Unit Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

c. GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFER. If the Unit Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price.

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Paragraph 12.3b(3) shall apply.

12.4 MORTGAGE. No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association except to an Institutional Mortgagee, or to a vendor to secure portion or all of the purchase price.

12.5 EXCEPTIONS; PROVISO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS' shall not apply to a transfer to or transfer by an Institutional Mortgagee or its nominee that acquires its title as the result of a deed from a Mortgagor in lieu of foreclosure or through foreclosure

proceedings.

a. PROVISO. Should an Institutional Mortgagee or its nominee acquire title to a Unit as hereinabove provided, such Institutional Mortgagee or nominee shall immediately thereafter notify the Association of such fact. The failure of such a Mortgagee to so notify the Association shall not affect the validity of any deed to or by Mortgagee nor make the conveyance subject to approval by the Association. The purchase from an Institutional Mortgagee or its nominee shall not be subject to approval by the Association as provided in this Article 12.

b. PROVISO. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Paragraph 12.3c, and all of the provisions of this instrument.

12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a Condominium Unit to transfer to transferee all the Condominium Documents originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of this instrument even through the transferor has failed to comply herewith.

12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.

12.8 PROVISO. No certificate of approval shall be issued by the Association, as provided in this Paragraph 12 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.

12.9 INAPPLICABILITY TO SPONSOR. The provisions of Paragraph 12.1 shall not apply to any Unit owned, initially or reacquired, by the Sponsor or any corporation that is a parent, affiliate or subsidiary of the Sponsor and said firms may sell any such Units as it deems fit.

12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses; nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The Association, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving any person pursuant to this Paragraph 12, or for the method or manner of conducting the

investigation. The Association, its agents or employees shall never be required to specify any reason for disapproval.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by F.S. 718.111(9) and the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. All insurance policies required hereunder should require the insurer to notify the Association and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNER' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

13.4 COVERAGE. the following coverage shall be obtained by the Association:

a. The building and all other insurable improvements upon the Land, including all of the Units as originally constructed, furnished and equipped by Sponsor, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to 100% of the current replacement value thereof (exclusive of land excavations and foundations and other items that are usually excluded from insurance coverage) as determined annually by the Association in consultation with the insurance company providing the coverage.

Said coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to condominiums similar to this, including the standard "all risk" endorsement, where such is available. Special Endorsements for the following, shall also be obtained if reasonably available: "Agreed Amount", "Inflation Guard Endorsement", "Special Condominium Endorsement", and construction code endorsements if there is an applicable construction code provision that requires changes to undamaged portions of the buildings even when only part of the condominium is destroyed by an insured hazard. The policy must also contain the standard mortgage clause.

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits, for a single occurrence, of not less than $1,000,000.00 for bodily injury or death, and not less than $1,000,000.00 for property damage. The liability insurance should provide coverage for bodily injury and property damage that results form the operation, maintenance or use of the Condominium's common areas; and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

c. Workman's compensation policies shall be obtained to meet the requirements of law.

d. Blanket fidelity bonds for all persons handling or responsible for funds of or administered by the Association. The fidelity bond should cover the maximum funds that will be in custody of the Association or the management agent at any time while the bond is in force. In addition, the fidelity bond coverage must be least equal the sum of three months' assessments on all Units in the Condominium, plus the Association's reserve funds.

e. If any part of the Condominium is in a special flood hazard area, as defined by the Federal Emergency Management Agency, then a "master" or "blanket" policy of flood insurance on the condominium buildings and any other property covered by the required form of policy, in an amount deemed appropriate, but not less than the following: The lesser of: (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Condominium location within the designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property.

f. The Association shall, if available, at the Association's expense, purchase officers' and directors' liability insurance and shall cause the officers and directors of the

Association, form time to time serving, to be named insureds.

g. Such other insurance as the Board of the Association may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a financial institution doing business in Palm Beach County which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Mortgagee holding the greatest dollar amount of first mortgages on the Units. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

b. Proceeds on account of damage to the Unit shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE DAMAGE IS TO BE RESTORED: For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damage Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustees the appropriate proportions, each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) TOTAL DESTRUCTION OF A BUILDING WHEN THE DAMAGE IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building, the share of each being in the same proportion as the Unit Owners' undivided share in the Common Elements which is appurtenant to his Unit compared with the other Unit Owners in the destroyed building. In the event a Mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear.

13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

a. If the damage improvements for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association, except as otherwise provided in Paragraph 13.13d.

b. If it is determined that the damaged improvement for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners for whom it is being held and their mortgagees as their interests may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty, the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENTS. If the damage is only to a Common Element, the damage property shall be reconstructed.

b. DAMAGE TO UNITS.

(1) If the damage is to Units and if Units to which 60% or more of the Common Elements are appurtenant are found by the Board of Directors to be untenantable, then the damaged property will not be reconstructed, and the condominium will be terminated (without agreement as elsewhere provided), unless within one hundred twenty (120) days after the casualty Unit Owners owning 51% or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the foregoing, if the damages could be repaired for $100,000.00 or less, the property shall be reconstructed.

(2) If the damage to Units, but Units to which more than 40% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the reconstruction shall be determined on a building-by-building basis as follows:

(i) If Units in a particular building which represent 50% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be tenantable, the damage property shall be reconstructed unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all Units in said building agree in writing not to reconstruct, in which event the Units in that building shall be removed form the Condominium (without agreement) pursuant to Paragraph 13.16 and 13.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for $50,000.00 or less, the property will be reconstructed.

(ii) If Units in a particular building which represent more than 50% of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenantable, then said damaged building will not be reconstructed and the Units in the building will be removed from the Condominium (without agreement) as provided in Paragraph 13.16 and 13.17 hereof, unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction, provided, however, that notwithstanding the fact the required number of Units are untenantable, if such property may be reconstructed for $50,000.00 or less, the property shall be reconstructed.

c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damage property is to be reconstructed or repaired.

13.9 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes.

13.11 ESTIMATES, In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to reconstruct. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units or Common Elements shall be in the same proportion as their ownership interest in the Common Elements.

13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payment shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than $25,000.00, and is the responsibility of the Association. the construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than $25,000.00 and is the responsibility of the Association, then the construction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, form time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialmen's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association, provided, however, if special assessments were made under Paragraph 13.12 hereof, then all or a part of said balance shall be returned to the Unit Owners paying said assessment, prorata, according to the amount each paid, up to the full amount each paid, then to the Association.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued concerning any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damage property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the Unit is not to be reconstructed. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association or owners in a particular building is specifically required. all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

13.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8, the Condominium is not terminated but a building is not to be restored, the remains of said building

shall be razed and the land thereunder restored to a landscaped green area at the sole prorata expense of the Unit Owners who owns Units in said building. The expenses thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

13.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 13.8 hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building, on account of casualty to said building, shall be contingent upon such Unit Owners conveying by Quit-Claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgagees thereof executing Satisfactions of Mortgages, in recordable form, for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which was not restored, and in order to collect said Common Elements attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expenses equals said actual expenses and assessments.

14. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The Association shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the ownership of the Common Elements without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall be a Common Expense. Sponsor's liability shall be as specified in Paragraph 7 hereof.

14.3 PAYMENT. The assessment levied against the Unit Owner and his Unit shall be payable in such installments, and at such times as may be determined by the Board of Directors of the Association.

14.4 SPECIAL ASSESSMENTS. In addition to the regular annual assessment, Unit Owners shall be obligated to pay any special assessments as may be levied by the Board of Directors against Units as a result of (a) extraordinary items of expense or in the event of emergencies; (b) if the annual assessments levied are, or may be proved to be, insufficient to pay the costs of operation and management of the Condominium; (c) such other reason or basis determined by the Board of Directors which is not inconsistent with the terms of the Declaration and Exhibits thereto, or the Condominium Act. Written notice of such assessment and the use of 718.116(10), Laws of 1984, and as thereafter amended.

14.5 RESERVES.

a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund in compliance with Florida Statutes 718.112(2)(j), Laws of 1984, and as thereafter amended unless waived as therein provided.

b. OPERATING RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payments of assessment by Unit Owners or as a result of emergencies.

14.6 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expenses of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration, All monies received from assessments may be commingled with other monies held by the Association. All assessments received by the Association shall be for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means the Association shall not be required to account to such Owner of any share of the funds or assets of the Association.

14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charges to individuals in the State of Florida. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for al costs of collecting the same, including reasonable attorney's fees and costs.

14.8 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Units for which the assessments are made or in any other manner.

14.9 LIEN. The Association is hereby granted a lien upon each Condominium Unit, which lien shall secure the payment of monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.10 PROVISO. When an Institutional Mortgagee of a first mortgage of record obtains title to the Unit by a purchase at the public sale resulting from said Institutional Mortgagee's foreclosure judgement in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or, as a result of a deed given in lieu of foreclosure, such Institutional Mortgagee is liable for the unpaid assessments that became due prior to the Institutional Mortgagee's receipt of the deed. However, the Institutional Mortgagee's liability is limited to a period not exceeding 6 months, but in no event does the Institutional Mortgagee's liability exceed 1 percent of the original mortgage debt. The Institutional Mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the Institutional Mortgagee received the last payment of principal or interest. In no event shall the Institutional Mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the Institutional Mortgagee or 1 percent of the original mortgage debt, whichever amount is

less. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments form the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit Owners of any nature, including without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.

14.11 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in F.S. 718.116(8).

14.12 GRANTEES OBLIGATION FOR UNPAID ASSESSMENTS. In any conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage or by deed in lieu thereof, including without limitation, persons acquiring title by operation of law, shall be obligated for all unpaid assessments and all court costs and attorney's fees, if any, incurred on account thereof and due and owing by the former Unit Owner.

14.13 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.14 LIENS--MECHANICS. the creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121--LIENS) the Condominium Act.

14.15 BOCA TEECA COUNTRY CLUB MEMBERSHIP FEES. The Condominium Property is subject to the "Restrictions and Covenants Running With the Land" as recorded in Official Records Book 4805, Page 809, Public Records of Palm Beach County, Florida. Pursuant thereto, each Unit Owner shall become a Social Member of the Boca Teeca Country Club and shall be entitled to use of the Recreational Building and Tennis Courts located at the Country Club. Each Unit Owner is required to pay a Social Membership Fee of $31.00 per month, and the foregoing payments shall be collected by the Association and be remitted to the Owner of the Boca Teeca Country Club. The Agreement further provides that the faithful performance of the Association's obligations and that of each Unit Owner to pay

the membership fee shall be secured by the pledge of each Condominium Parcel to secure the payment portion of the Common Expenses attributable to the membership fee for the specific Condominium parcel. By that instrument, each Unit Owner pledges all of his right, title and interest in his Condominium parcel to Boca Teeca Corp. of that portion of the Common Expenses collected by the Association representing his membership fee. Each Unit Owner, by taking title to a Condominium parcel in this Condominium, agrees to execute a pledge agreement on a form required by the Developer in order to confirm the pledge described in this Paragraph. By the purchase of a Condominium parcel and acceptance of the Deed thereto, each Unit Owner agrees to be bound by and to perform each and every of the terms, conditions, and covenants imposed upon the Association in the Social Membership Agreement described in the first sentence hereof.

In the event title to any Condominium Unit or parcel is acquired by an institutional mortgagee through foreclosure or deed in lieu of foreclosure, the institutional mortgagee shall have no obligation to pay the membership fee or the portion of Common Expenses attributable thereto. However, when the institutional mortgagee divests itself of title, all of the terms and conditions of the foregoing paragraph shall apply and each subsequent Unit Owner shall be liable as provided therein.

15. TERMINATION. The Condominium may be terminated in the following manner:

15.1 DESTRUCTION. If is determined because of the circumstances and in the manner provided in Paragraph 13.8b(1) hereof that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act. the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the Owners of not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days form the date of such meeting, then the approving Unit Owners (through the Association), shall have the option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Units Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.

b. PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgement of specific performance of the sale, at the price determined by the appraiser, may be entered in any court or competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last unit to be purchased.

15.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a Certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium, the unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).

15.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Limited Common Elements shall be extinguished by virtue of the termination of the Condominium.

15.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages on the Unit.

15.7 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.

16. AMENDMENT. Except as prohibited by F.S. 718.403 or as herein or elsewhere provided, this Declaration may be amended in the following manner and in accordance with the requirements of F.S. 718.110(1):

16.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either a 51% vote of the entire Board of Directors of the Association, or by a 40% vote of the members at a duly called and noticed meeting. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. Not less than 51% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or,

b. Not less than 75% of the votes of the entire membership of the Association; or

c. Until the first election of a majority of the directors by the membership other than Sponsor as provided for in Article VIII of the Articles of Incorporation, by fifty-one percent (51%) of the directors.

16.3 OMISSION OR ERROR. Pursuant to Section 718.304, F.S., whenever it shall appear that there is an omission or error in the Condominium Documents, the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Documents may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board and shall become effective when unanimously approved by the entire Board. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded.

16.4 PROVISO.

a. Except as otherwise provided in this document, no amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common expense or common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the

Unit Owner.

17. REMEDIES.

17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Documents as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the Managing Agent, if any, Sponsor, or if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Documents shall or may constitute an injury to the Association, the managing agent, if any, Sponsor or the other Unit Owners, and that such injury may be irreparable.

17.2 COSTS AND ATTORNEY'S FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Instrument or its Exhibits, the Association, the Managing Agent, if any, or the Sponsor, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees. In any action by or against Sponsor, where Sponsor is the prevailing party, arising out of or concerning the Condominium Documents or Sponsor's obligations thereunder, Sponsor shall be entitled to recover all costs of the proceedings, including reasonable attorney's fees at all levels including the trial and appellate level.

17.3 NO WAIVER. The failure of Association, the Managing Agent, if any, a Unit Owner, or the Sponsor to enforce any right provision, covenant, or condition created or granted by the Condominium Documents shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

17.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the Managing Agent, if any, Sponsor, or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

17.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Courts of Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Sponsor, do further waive the right to trial by jury and consent to a trial by the court without a jury.

17.6 APPOINTMENT OF AGENT, PROVISO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocable appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium, if service cannot be accomplished in any other reasonable fashion.

The provisions hereof shall not be applicable to service upon the Sponsor.

18. MISCELLANEOUS RIGHTS OF SPONSOR.

18.1 CONFLICT OF INTERESTS. No representative of the Sponsor serving on the Board of Directors of the Association shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the Sponsor, or Managing Agent, if any, and the Association where Sponsor, or Managing Agent, if any, may have a pecuniary or other interest. Sponsor, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease or other matter where Sponsor may have a pecuniary or other interest, nor shall any conflict of interest be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

18.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right, in perpetuity, to use, occupy or lease any unsold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office, as rental unit, or for any other purpose. Until the Developer has conveyed the last Unit in other condominiums, in the general area developed by Developer, the Developer shall not be subject to the use or other restriction contained in any of the provisions of this Declaration or Exhibits attached hereto.

19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personality or by mail, at their place of residence in the Condominium. Notices to

the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association. Notices to the Sponsor shall be made by registered mail to Sponsor at 260 N.W. 6th Street, Boca Raton, Florida.

20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters.

21. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular, and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

22. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

23. SEVERABILITY. If any terms or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

24. ASSIGNMENT. The Sponsor may, upon conveyance of all or a portion of the Units it owns, prior or subsequent to any such conveyance, designate the grantee thereof as a successor developer or Sponsor who shall then be deemed to have all rights granted or reserved to Sponsor herein.

25. SPONSOR'S MORTGAGE. Any person or entity which holds a mortgage executed by Sponsor, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be an Institutional Mortgagee for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.

26. FNMA REQUIREMENTS.

26.1 No amendment or change to the Declaration or any exhibits thereto shall be effective to affect or impair the rights and interests of any Institutional Mortgagee granted in the Declaration or the Exhibits thereto, without the prior written consent of not less than 66-2/3% of the Institutional Mortgagees so affected, which consent shall not be unreasonably withheld.

(a) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Unit Owner;

(c) by act or omission, change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and the Common Elements;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Element losses, other than for the repair, replacement, or reconstruction of such Condominium Property.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained form mortgagees or Unit Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements and may pay overdue casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Elements, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

26.3 NO PRIORITY No provision in this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

26.4 NOTICE TO ASSOCIATION. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

26.5 AMENDMENT BY BOARD. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which previously necessitated the inclusion of a provision in this Declaration or render the terms of any such provision less

stringent, the Board, without the approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

26.6 TERMINATION OF PHASING. If the Sponsor elects to terminate the plan of phasing described in Paragraph 3.2-3.4 of this Declaration, there shall exist an easement in favor subsequent title holders of the undeclared property, their successors and assigns, over that portion of the Common Elements which provides access for ingress and egress purposes. Should the Sponsor or subsequent titleholder construct and develop other residential buildings on the property described in Exhibit L of this Declaration, this non-exclusive easement shall exist in favor of the owners of such other residential buildings over the roads and walkways of the Condominium for pedestrian and vehicular traffic to permit such Unit Owners ingress and egress over the roadways and other Common Elements of the Condominium. There also shall exist an easement for water, sewer, electric and any other utilities or services necessary for such other residential buildings. The owners of such residential buildings shall have a non-exclusive easement over the Recreational Facilities and all Common Elements of the Condominium and shall have the right to use such facilities, subject to the rules and regulations of the Condominium. The Association shall have the right to assess any such other owners a proportionate share of the expenses incurred for the use of the roadways, recreational facilities and other Common Elements of the Condominium. Such expenses shall include but not be limited to, the maintenance, repair and replacement of such facilities (i.e., tables and chairs), and the cost of all insurance associated with the operation of such facilities. The Association also shall have the right to assess any such other owners a proportionate share of any reserves created for the purpose of repairing and replacing such facilities.

26.7 Upon written request to the Association, identifying the name and address of the Institutional Mortgagee, or insurer or guarantor thereof and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the condominium or any Unit on which the is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantee, as applicable; (b) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) day; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond

maintained by the Association: (d) any proposed action which would required the consent of a specified percentage of mortgage holder.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration on this 5th day of April, 1993.

Signed, Sealed and Delivered in the Presence of:

Diane Ratner

Kimberley A. Hergenreder

MJN DEVELOPMENT COMPANY, a Florida general partnership

By: SEM INVESTMENTS L.C., a Florida limited liability company as General Partner

By: M. E. Wendman
MORTON WENDMAN, PRESIDENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared MORTON WENDMAN to me known to be the person described in and who executed the foregoing instrument as President of SEM INVESTMENTS L.C., a Florida limited liability company, as General Partner of MJN DEVELOPMENT COMPANY, and he acknowledged before me that he executed such instrument as such officer of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at, Florida, this 5th day of April 1993.

Linda Walden
NOTARY PUBLIC

My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

NOTARY PUBLIC STATE OF FLORIDA
LINDA WALDEN
My Comm Exp. 10/20/96
Bonded By Service Ins
No. CC237262

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

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

ORB 7657 Pg 1387

IN WITNESS WHEREOF, the above-named Condominium Association, a Florida corporation not for profit, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 5th day April, 1993.

Signed, Sealed, and Delivered in the Presence of:

Ilene Ratner

Kimberley A Hegelbeck

SAN DE VANCE GOLF AND TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida corporation

By: _____ (SEAL)
MORTON WENDMAN, VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority personally appeared MORTON WENDMAN to me well known to be the person described in and who executed the foregoing instrument as Vice President of SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida corporation not for profit, and he acknowledge before me that he executed such instrument as such Officer of said corporation, and that said instrument is the first act deed of said corporation.

WITNESS my hand and official seal, at Boca Raton, FL this 5th day of April, 1993.

Linda Walden
NOTARY PUBLIC

My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

020293

NOTARY PUBLIC STATE OF FLORIDA
LINDA WALDEN
My Comm Exp. 10/20/96
Bonded By Service Ins
No. CC237262

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

ORB 7657 Pg 1388

Legal Description Of Phase I,
Recreation Facilities And Ingress And Egress Easement

(Land Submitted To Condominium Ownership Herewith)

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

EXHIBIT "1"

Sheet 1 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1389

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE I AND RECREATION FACILITIES)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA: SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 250.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 5; THENCE, SOUTH 89°42'01" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 274.50 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 233.57 FEET; THENCE, NORTH 74°25'06" WEST, A DISTANCE OF 44.05 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 69.37 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°11'23" WEST, ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 465.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 100.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 86.17 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 47.18 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 81.82 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 87.06 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 114.33 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID BLOCK 5; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.)

CONTAINING: 150136 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

ORB 7457 Pg 1390

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 1, 25 FOOT INGRESS & EGRESS EASEMENT)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4846, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 74°25'06" EAST, A DISTANCE OF 44.05 FEET; THENCE, SOUTH 71°00'00" WEST,, A DISTANCE OF 169.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1012.50 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°00'00", A DISTANCE OF 88.36 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 76°00'00" WEST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 762.50 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°23'00", A DISTANCE OF 138.18 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°23'00", DISTANCE OF 99.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET; THENCE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°42'01", A DISTANCE OF 110.76 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 251.83 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 251.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°42'01", A DISTANCE OF 103.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET; THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°23'00", A DISTANCE OF 105.11 FEET TO THE END OF SAID CURVE; THENCE, NORTH 86°23'00" EAST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 737.50 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°23'00", A DISTANCE OF 133.65 FEET TO THE END OF SAID CURVE; THENCE, NORTH 76°00'00" EAST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 987.50 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'00", A DISTANCE OF 86.18 FEET TO THE END OF SAID CURVE; THENCE, NORTH 71°00'00" EAST, A DISTANCE OF 133.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 28,509 SQUARE FEET, MORE OR LESS.

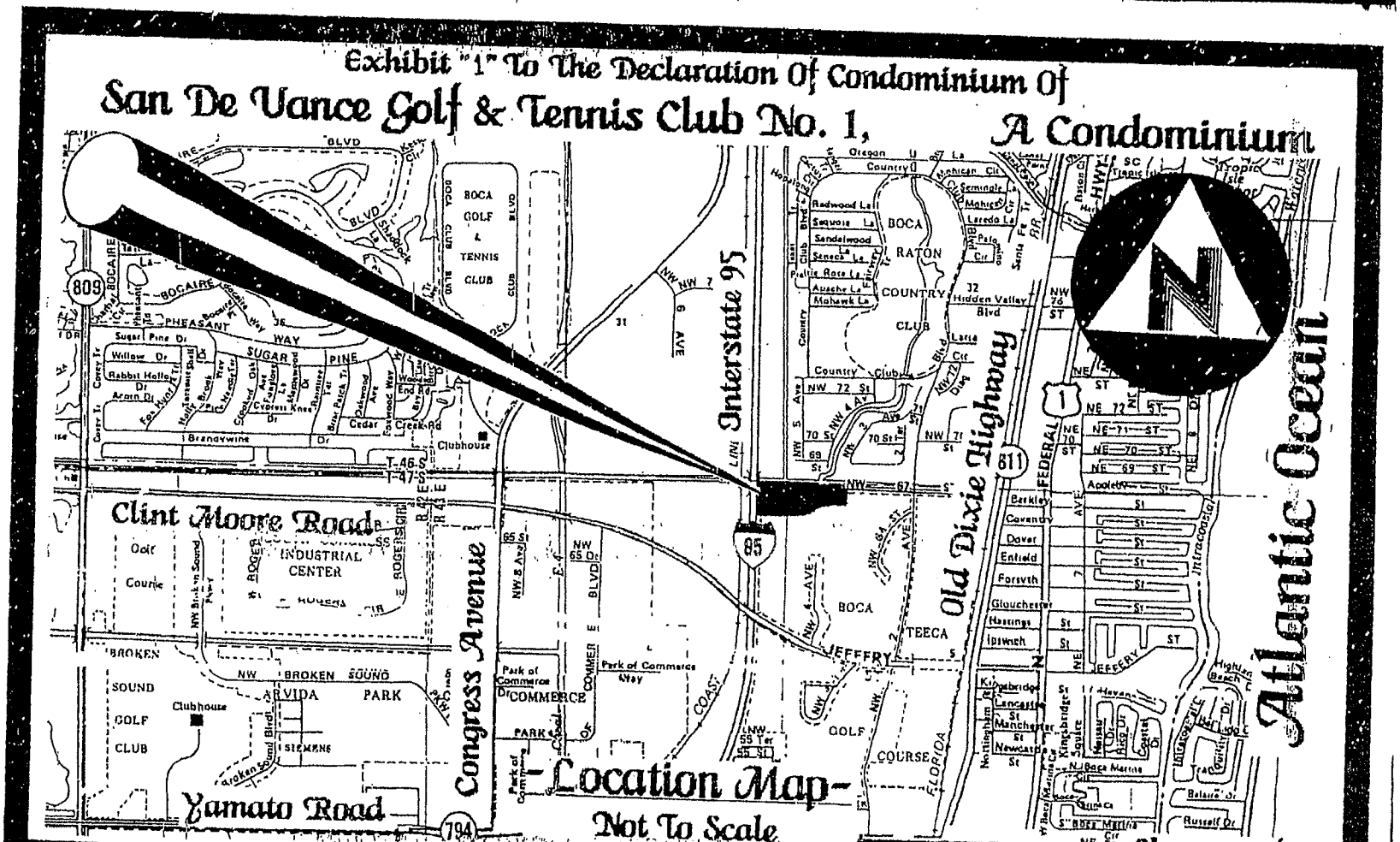
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1391

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



Location Map

Not To Scale

Sheet 3 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Notes :

Special notes specific to the location of the Condominium units and location of the common and limited common elements for all units.

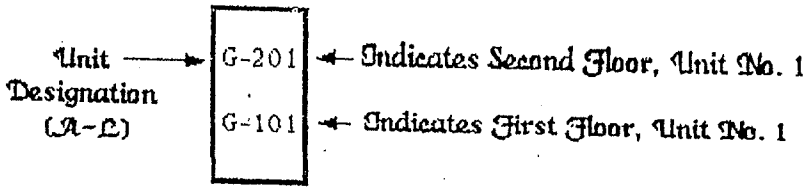
1. San De Vance Golf & Tennis Club No. 1, A Condominium, is being submitted to the Condominium Act by this declaration of Condominium, accordingly, dimensions and locations of improvements are given on an "as built" basis.
2. The elevation of the Benchmark, floor, and ceiling are expressed in National Geodetic Vertical Datum (N.G.V.D.), where 0.00 feet is equal to Mean Sea Level, and are delineated in feet and decimal parts thereof.
3. All interior angles of the Condominium units are 90° 00' 00", unless otherwise noted.
4. All wall thicknesses are 0.80 feet, unless otherwise noted.

Legend :

= Indicates the boundary of a Condominium unit.

= Indicates a common element.

= Indicates a limited common element.



Typical Unit Designation
Scale: 1"=40'

Sheet 4 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach FL

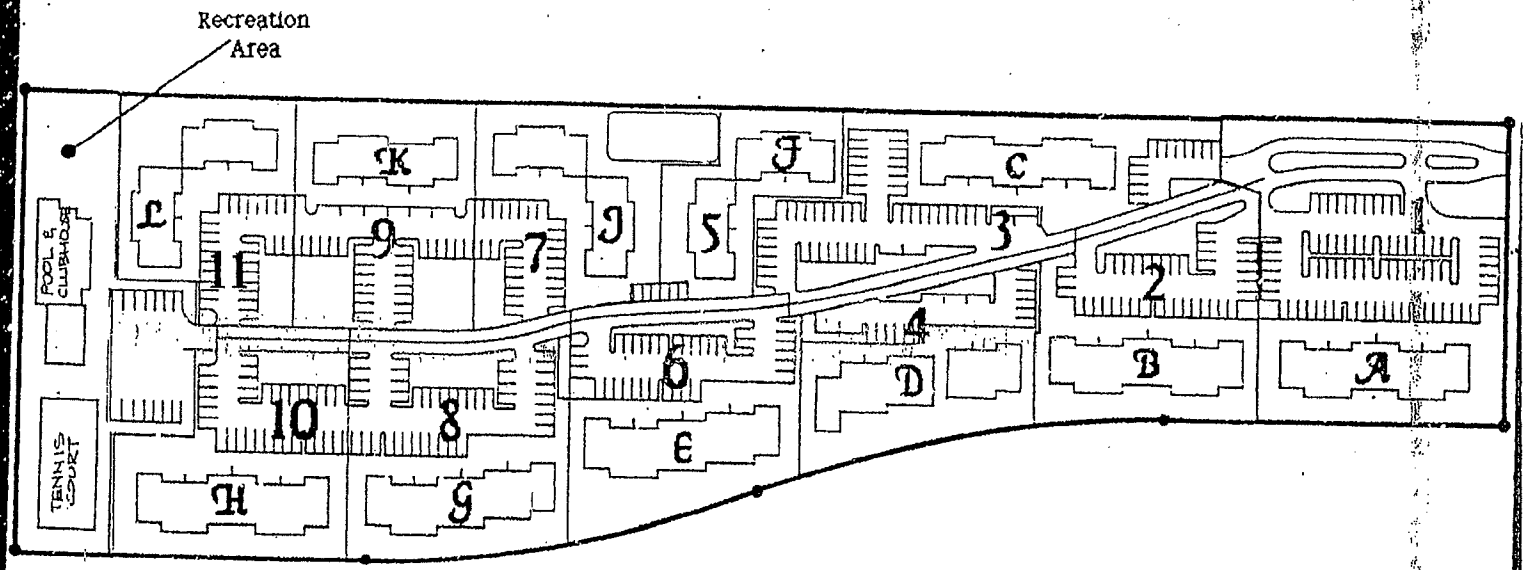
All Improvements Shown Hereon Are Proposed

P-650C

ORB 7657 Pg 1393

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



-Site Plan-

Sheet 5 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

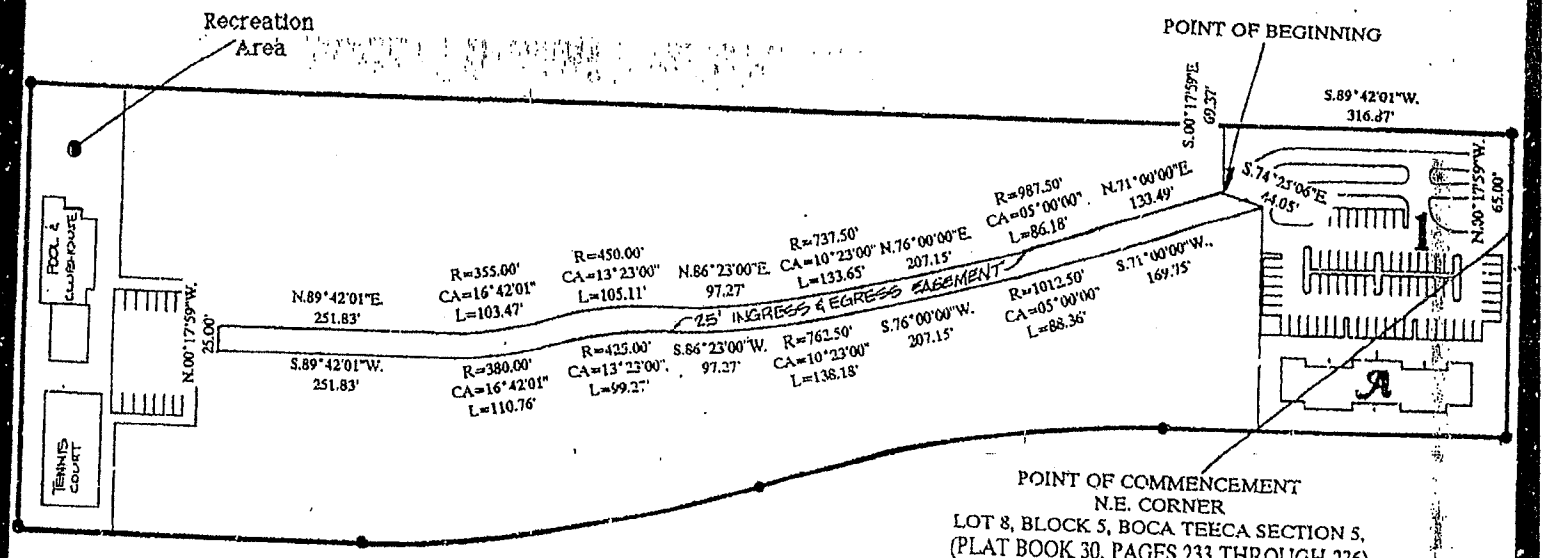
All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1394

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



-Site Plan-

AND DESCRIPTION SKETCH FOR INGRESS-EGRESS EASEMENT

Sheet 6 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1395

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

PHASE 1

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 1, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this 27th day of December, A.D., 1990.

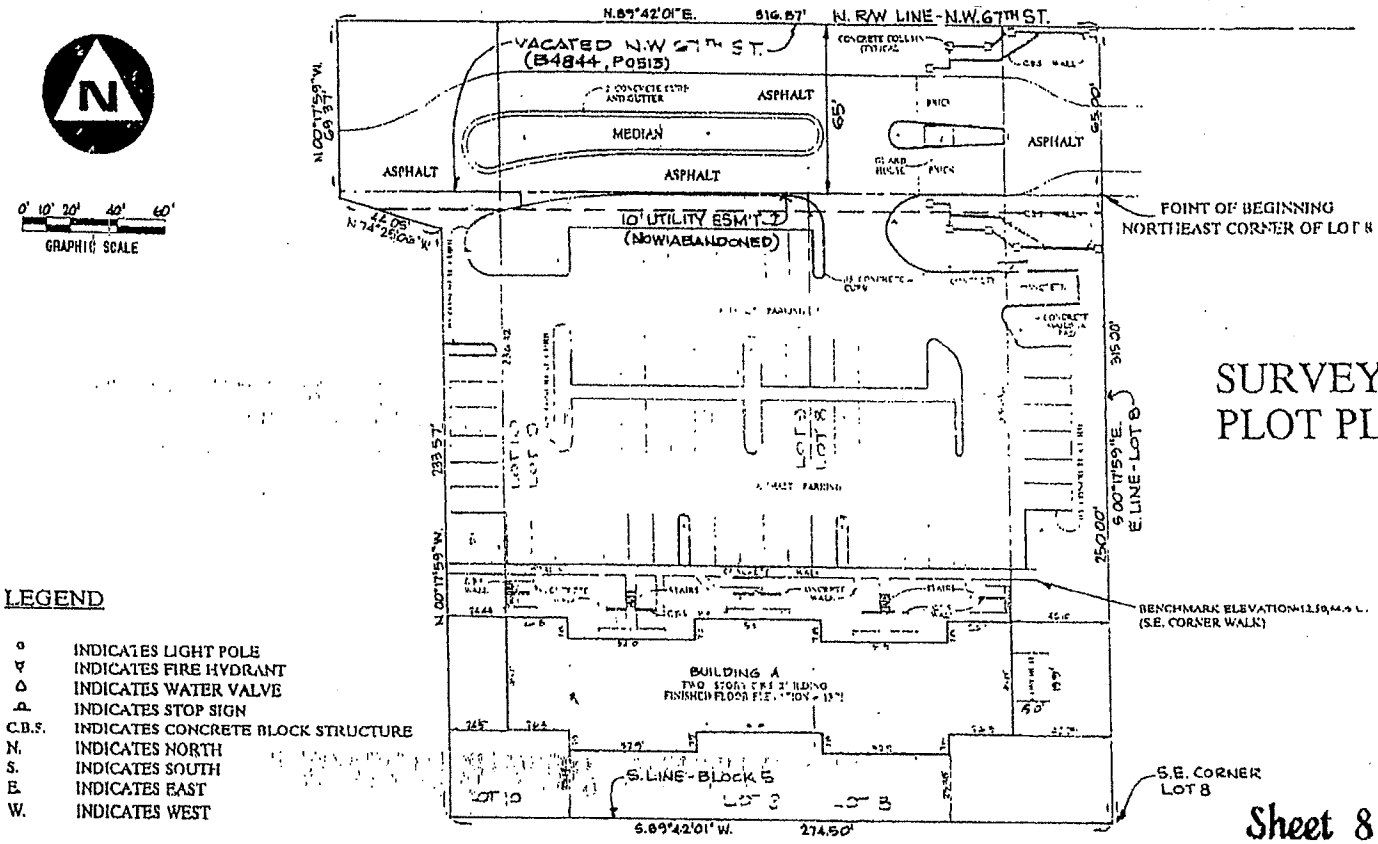
Linda A. Ackerman
Linda A. Ackerman
Notary Public, State of Florida
My commission expires: 20-December-1994

By: Wm. R. Van Campen
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

ORB 7657 Pg 1396

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 8 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

P-6500

ORB 7657 Pg 1397

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 1)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, SOUTH 00°17'59" EAST, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 250.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 5; THENCE, SOUTH 89°42'01" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 274.50 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 233.57 FEET; THENCE, NORTH 74°25'06" WEST, A DISTANCE OF 44.05 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 69.37 FEET TO THE INTERSECTION THEREOF WITH THE NORTH RIGHT OF WAY LINE OF N.W. 67TH STREET; THENCE, NORTH 89°42'01" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

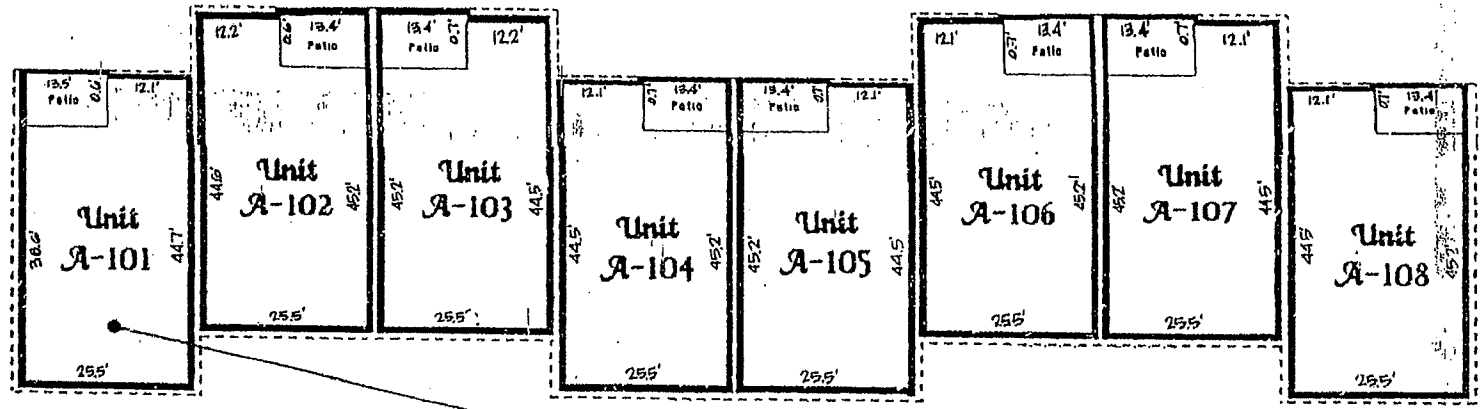
CONTAINING: 89662 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

ORB 7657 Pg 1398

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Special Note Affecting Unit A-101 Only:

The maximum size for the Concrete Slab for Unit A-101 is 15'x20 feet

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building A
First Floor

Finished Floor Elevation: 13.75
Finished Ceiling Elevation: 21.84

Sheet 10 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

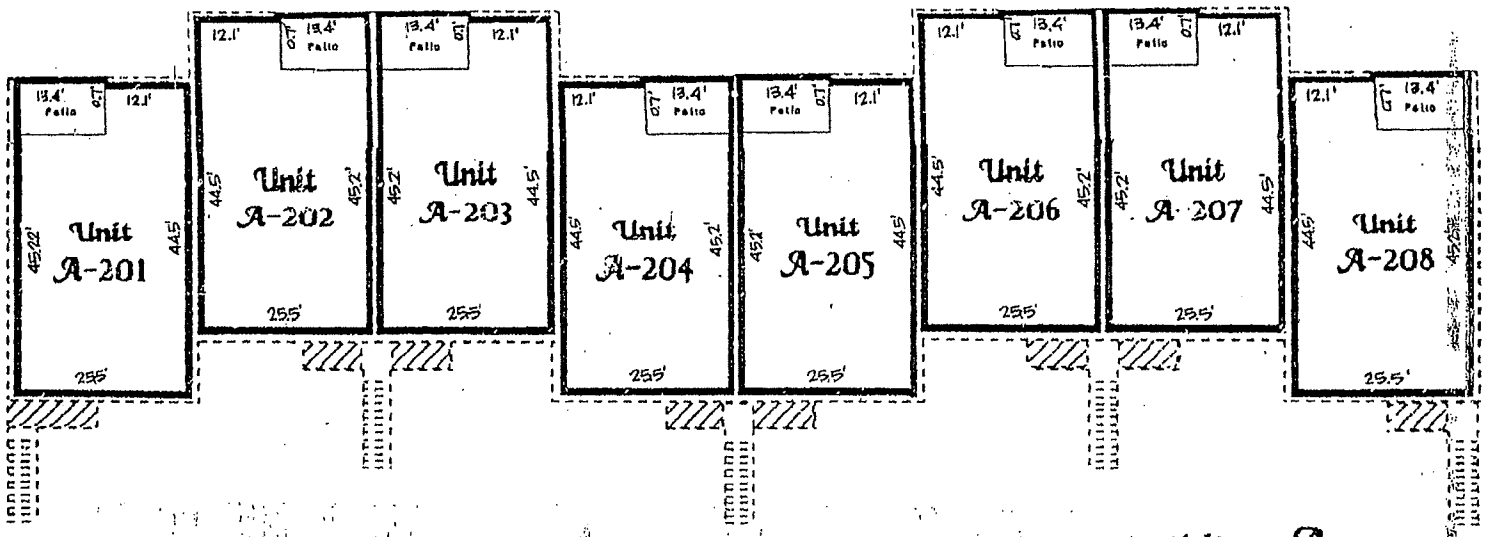
P-6500

ORB 7657 Pg 1399

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

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building A
Second Floor

Graphic Scale In Feet 1"=20'

Finished Floor Elevation: 22.27
Finished Ceiling Elevation: 30.36

Sheet 11 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

P-6500

ORB 7657 Pg 1400

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Recreation Facility, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By:
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 12 of 15

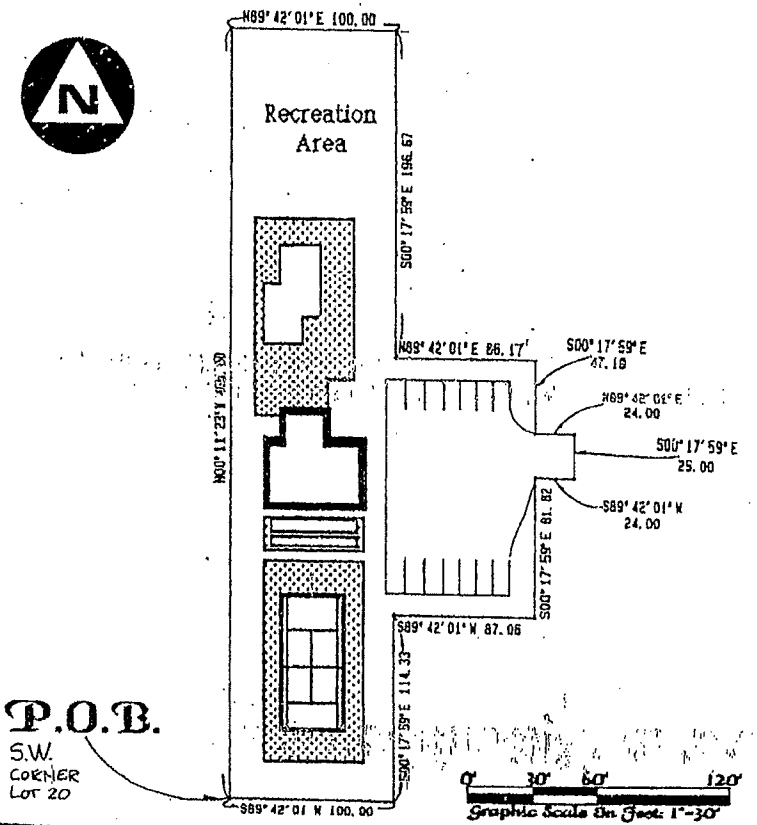
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1401

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 13 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

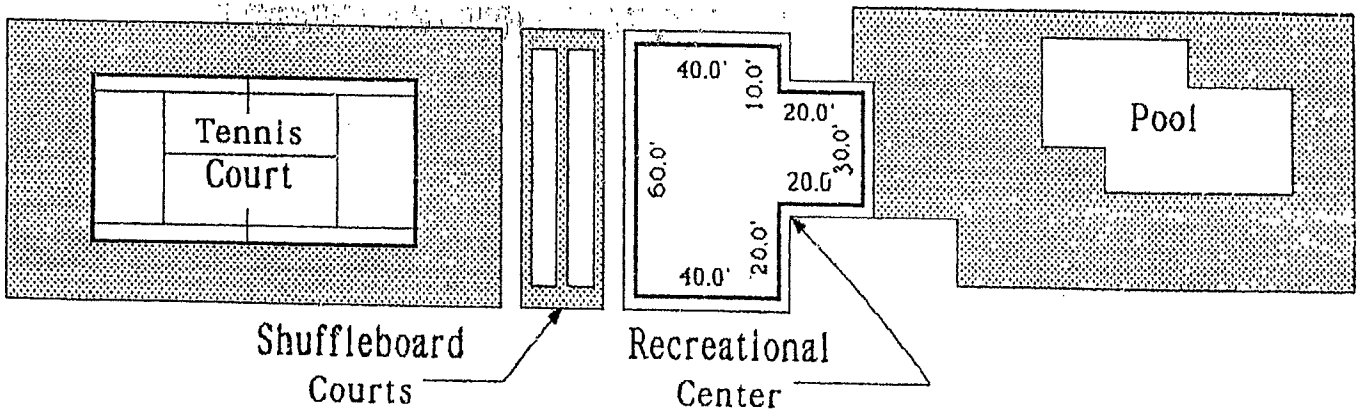
All Improvements Shown Hereon Are Proposed

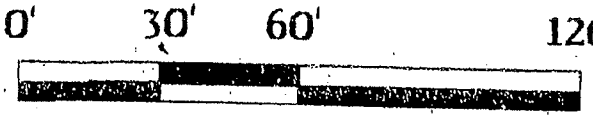
P-6500

ORB 7657 Pg 1402

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Recreational Facility Common Elements





Graphic Scale In Feet: 1"=30'

Sheet 14 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6300

ORB 7657 Pg 1403

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, RECREATION FACILITIES)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°11'23" WEST, ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 465.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 100.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 86.17 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 47.18 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 81.82 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 87.06 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 114.33 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID BLOCK 5; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.)

CONTAINING: 60474 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

SAN DE VANCE GOLF & TENNIS CLUB NO. 1,
A CONDOMINIUM

IF ALL OF THE PROPOSED PHASES ARE CONSTRUCTED EACH UNIT WILL HAVE .5813953488% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASE 1 IS CONSTRUCTED EACH UNIT WILL HAVE 6.25% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1 AND 2 ARE CONSTRUCTED EACH UNIT WILL HAVE 3.125% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2, AND 3 ARE CONSTRUCTED EACH UNIT WILL HAVE 2.0833333% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2, 3 AND 4 ARE CONSTRUCTED EACH UNIT WILL HAVE 1.5625% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2, 3, 4 AND 5 ARE CONSTRUCTED EACH UNIT WILL HAVE 1.25% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2, 3, 4, 5, AND 6 ARE CONSTRUCTED EACH UNIT WILL HAVE 1.041666667% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2, 3, 4, 5, 6, AND 7 ARE CONSTRUCTED EACH UNIT WILL HAVE .8928571429% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2, 3, 4, 5, 6, 7, AND 8 ARE CONSTRUCTED EACH UNIT WILL HAVE .78125% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

Exhibit "2"

IF ONLY PHASES 1, 2, 3, 4, 5, 6, 7, 8, AND 9 ARE CONSTRUCTED EACH UNIT WILL HAVE .7148571 43% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 ARE CONSTRUCTED EACH UNIT WILL HAVE .641025641% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

EXHIBIT "A"

(Intentionally Omitted)

EXHIBIT "D"

(Intentionally Deleted)

EXHIBIT "E"

(Intentionally Deleted)

FLOOR PLAN

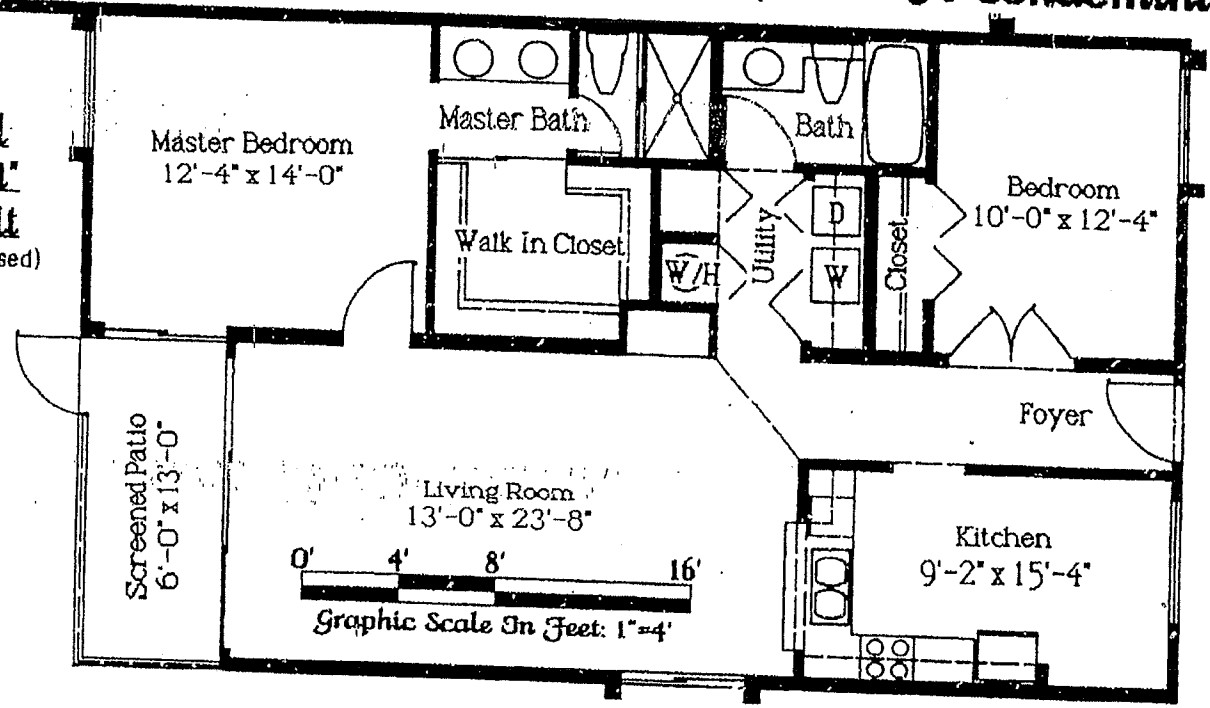
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT "F"

ORB 7657 Pg 1439

Exhibit F To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Typical Type "A" End Unit
(May Be Reversed)



Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project will contain 56 units of the above size and dimension.

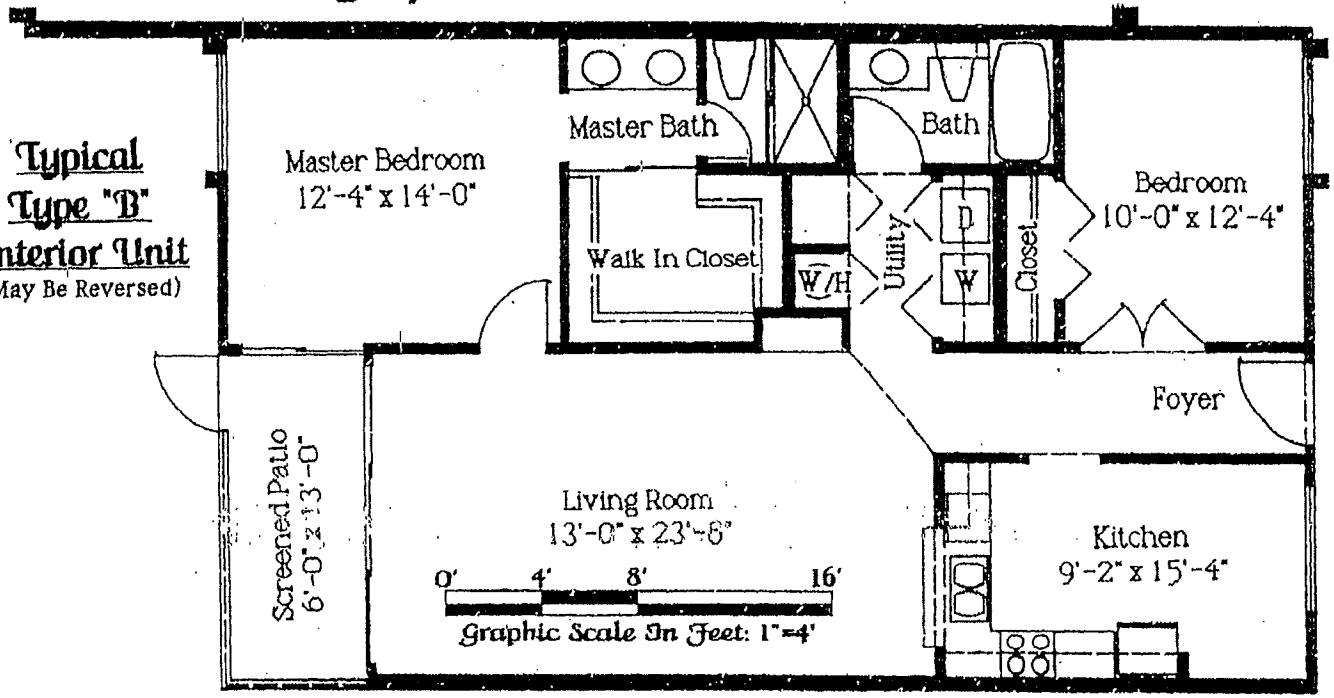
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

ORB 7657 Pg 1440

Exhibit F To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Typical Type "B" Interior Unit
(May Be Reversed)



Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project will contain 116 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

EXHIBIT "G"

(Intentionally Deleted)

EXHIBIT "H"

(Intentionally Deleted)

EXHIBIT "I"

(Intentionally Deleted)

EXHIBIT "J"

(Intentionally Deleted)

EXHIBIT "K"

(Intentionally Deleted)

ORB 7657 Pg 1446

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 2, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this 11th day of MARCH 1993.

Linda A. Ackerman

Linda A. Ackerman, Notary Public
My Commission Expires: 20-December-1994

By: Wm. R. Van Campen

Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

Sheet 1 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

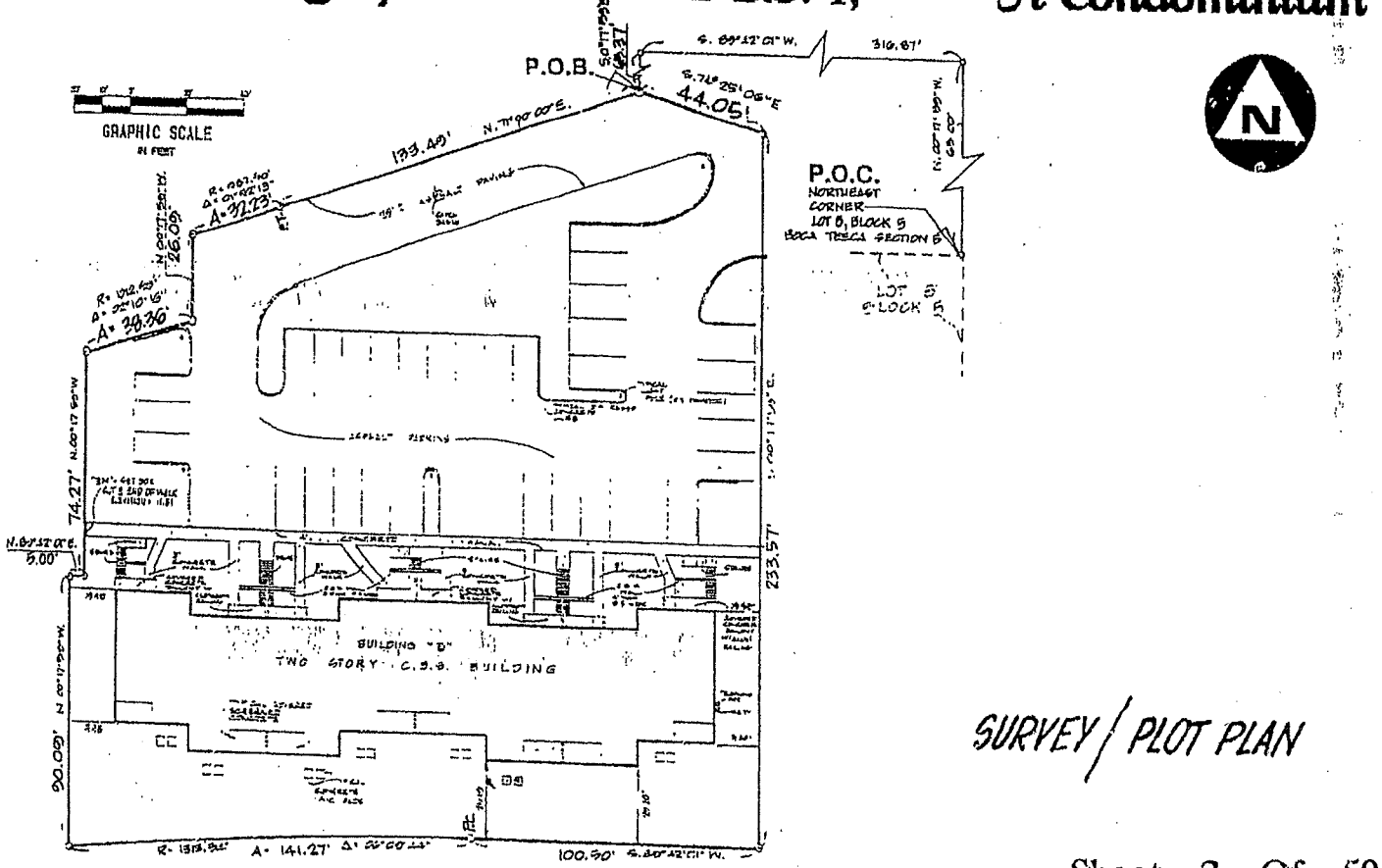
AMENDED: 03/11/93

P-650

ORB 7657 Ps 1447

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



SURVEY / PLOT PLAN

Sheet 2 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

ORB 7657 Pg 1448

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 2)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 74°25'06" EAST, A DISTANCE OF 44.05 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 233.57 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1513.54 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°09'44", A DISTANCE OF 141.27 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 90.09 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 5.00 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 74.27 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1012.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 14°31'53" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°10'16", A DISTANCE OF 38.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 26.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 987.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 17°07'47" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°52'13", A DISTANCE OF 32.23 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 71°00'00" EAST, A DISTANCE OF 133.49 FEET TO THE POINT OF BEGINNING (P.O.B.).

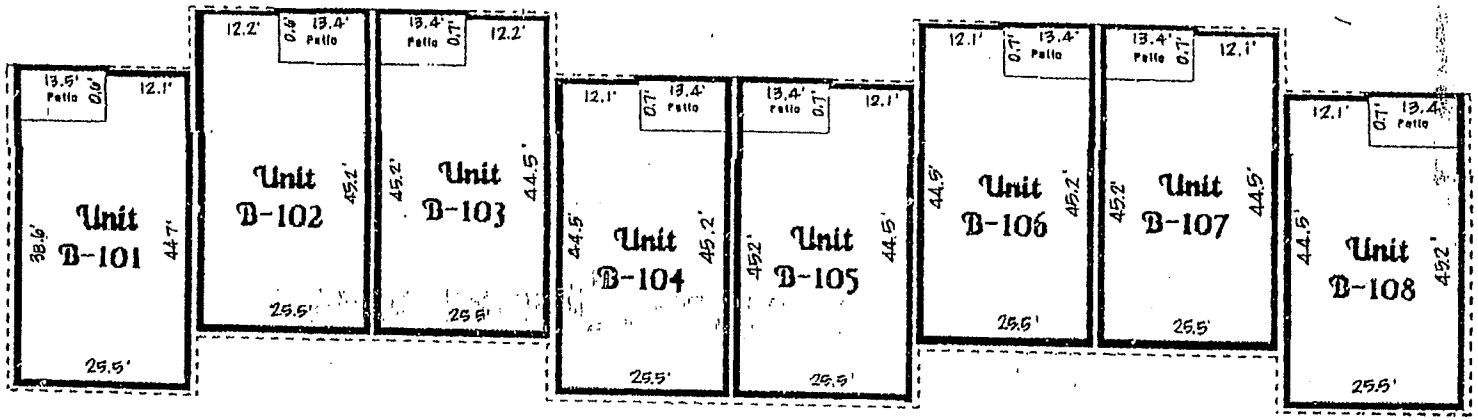
CONTAINING: 51326 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

ORB 7557 Pg 1449

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

Building B
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation: 13.8
Finished Ceiling Elevation: 21.8

Sheet 4 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

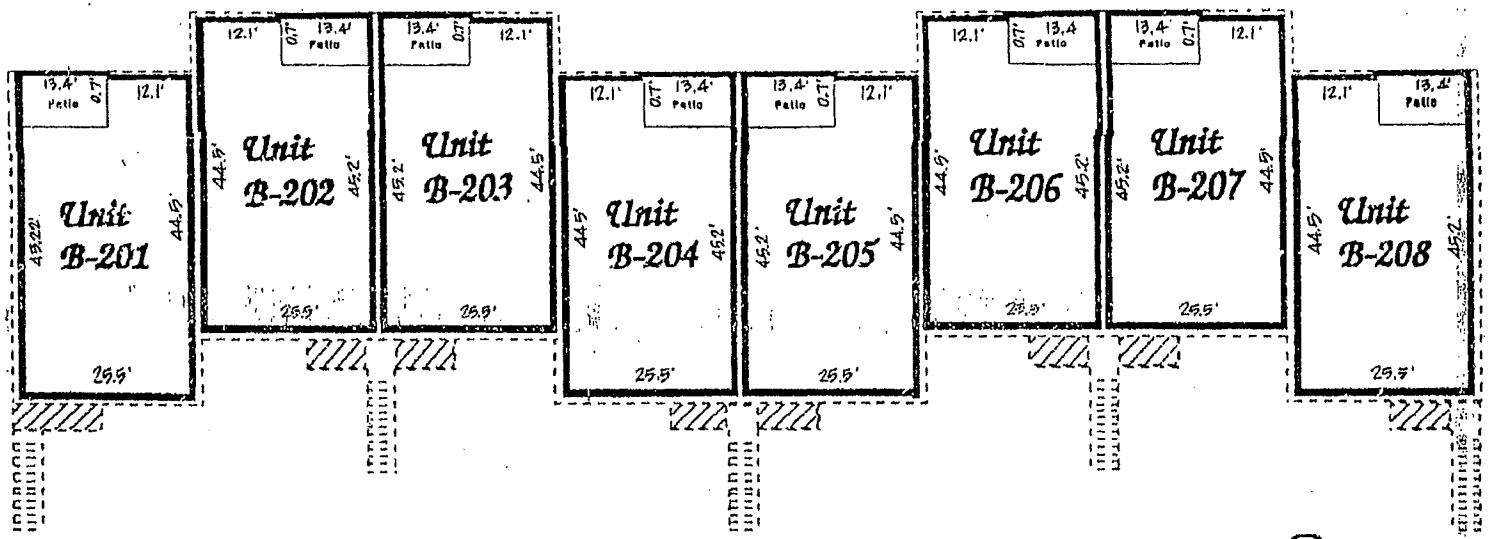
P-6500

ORB 7657 Pg 1450

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building B
Second Floor

0' 20' 40' 80'

Graphic Scale On Feet 1"=20'

Finished Floor Elevation: 22.4
Finished Ceiling Elevation: 30.5

Sheet 5 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

AMENDED: 03/11/93

P-6500

ORB 7657 Pg 1451

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 3, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

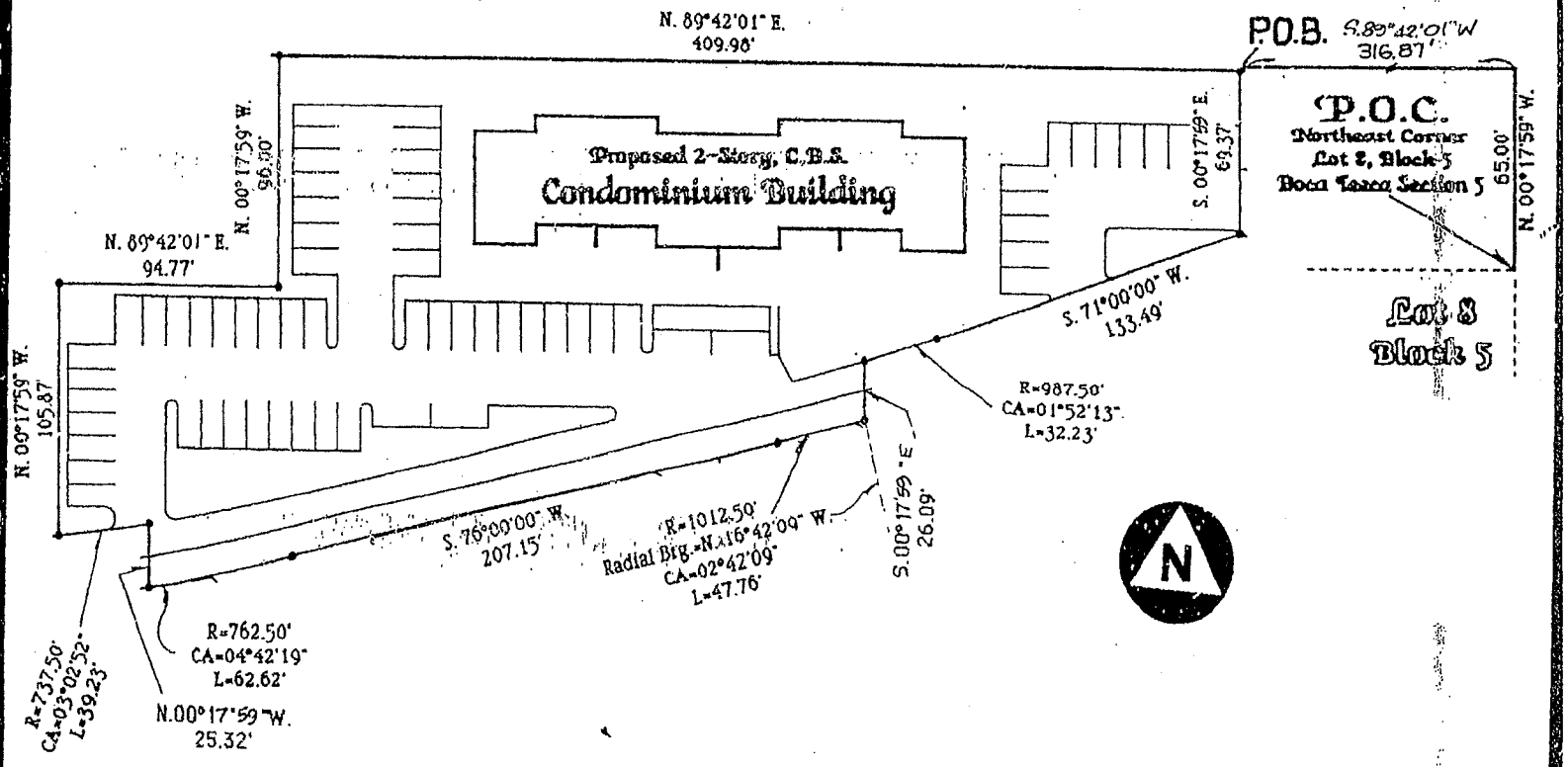
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1452

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 7 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-650

ORE 7657 Pg 1453

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 3)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 316.87 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 69.37 FEET; THENCE, SOUTH 71°00'00" WEST, A DISTANCE OF 133.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 987.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°52'13", A DISTANCE OF 32.23 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 26.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1012.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 16°42'09" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'09", A DISTANCE OF 47.76 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 76°00'00" WEST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 762.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°42'19", A DISTANCE OF 62.62 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.32 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 757.50 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°02'52", A DISTANCE OF 39.23 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 105.87 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 94.77 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 96.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 409.98 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 71355 SQUARE FEET, MORE OR LESS.

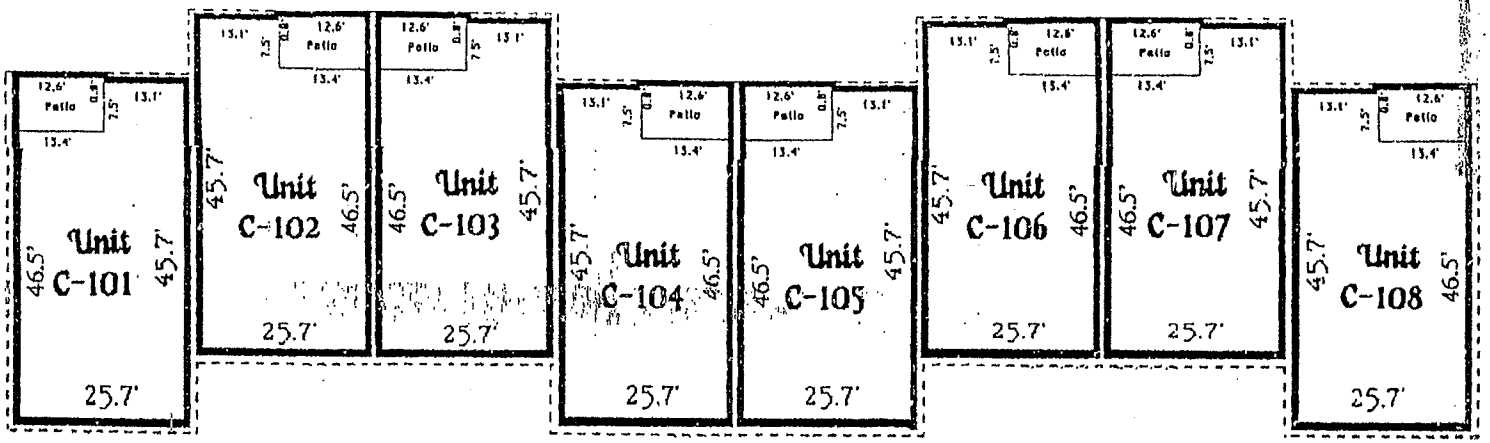
SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1454

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building C
First Floor

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 9 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

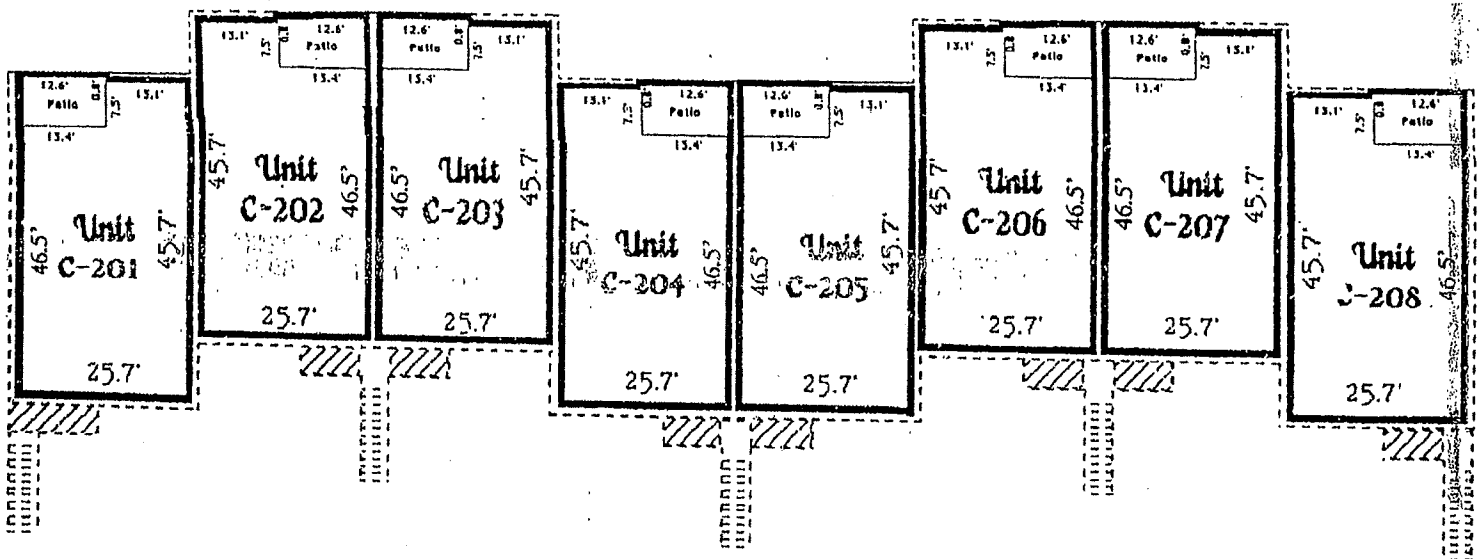
All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1455

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building C
Second Floor

Finished Floor Elevation:
Finished Ceiling Elevation:

Graphic Scale In Feet 1"=20'

Sheet 10 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1456

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 4, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

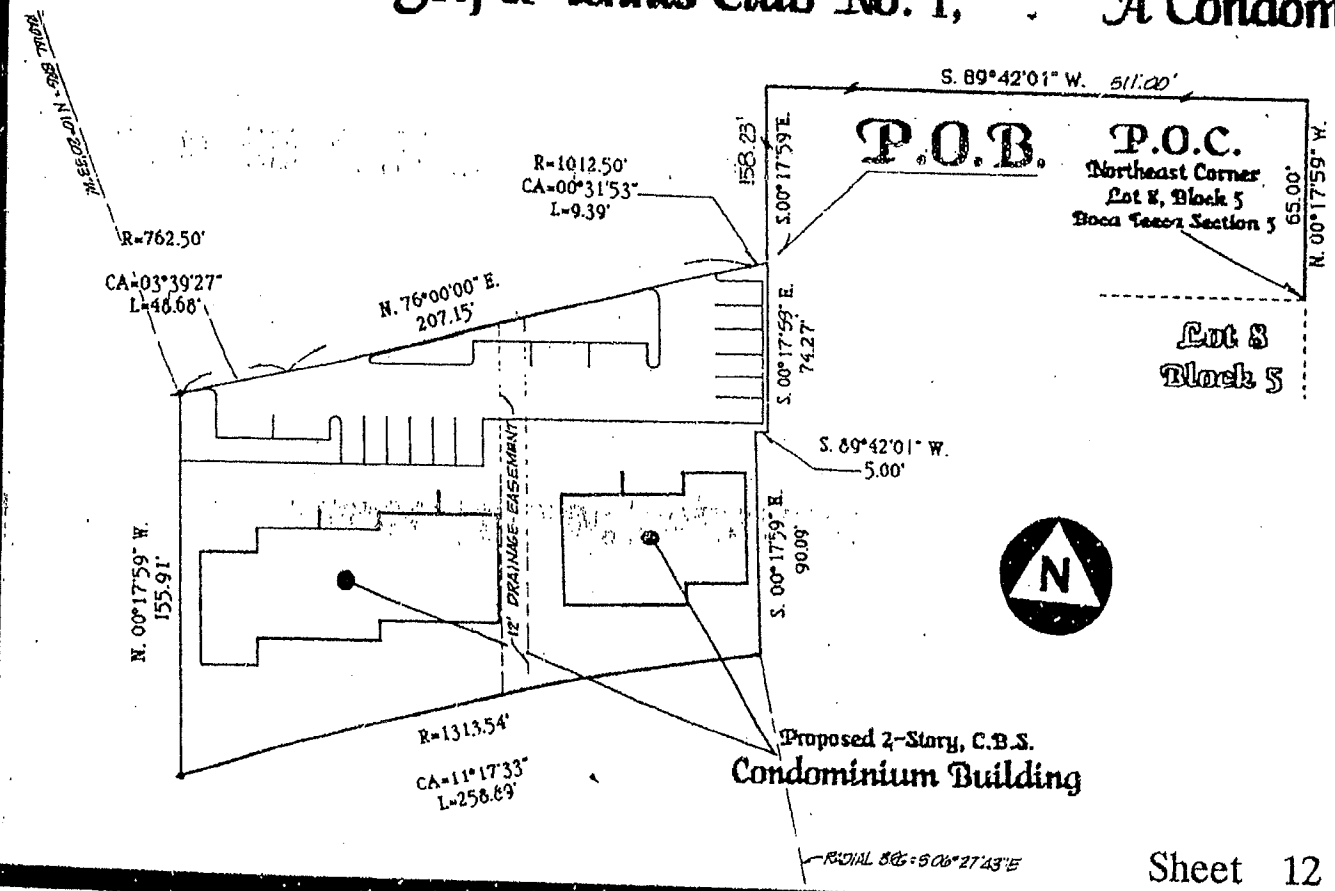
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By:
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Ps 1457

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 12 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1458

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 4)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 511.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 158.23 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 74.27 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 5.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 90.09 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 06°27'43" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°17'33", A DISTANCE OF 258.89 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 155.91 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 762.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 10°20'33" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°39'27", A DISTANCE OF 48.68 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 76°00'00" EAST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1012.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°31'53", A DISTANCE OF 9.39 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 39448 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

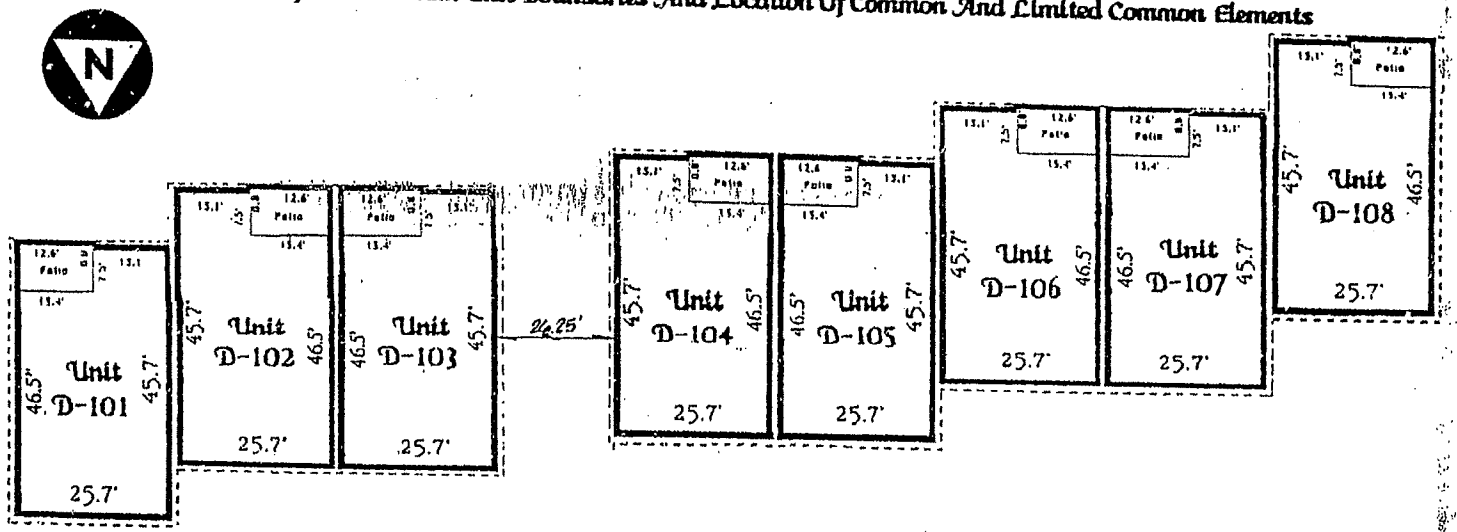
ORB 7657 Ps 1459

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

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building D
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 14 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

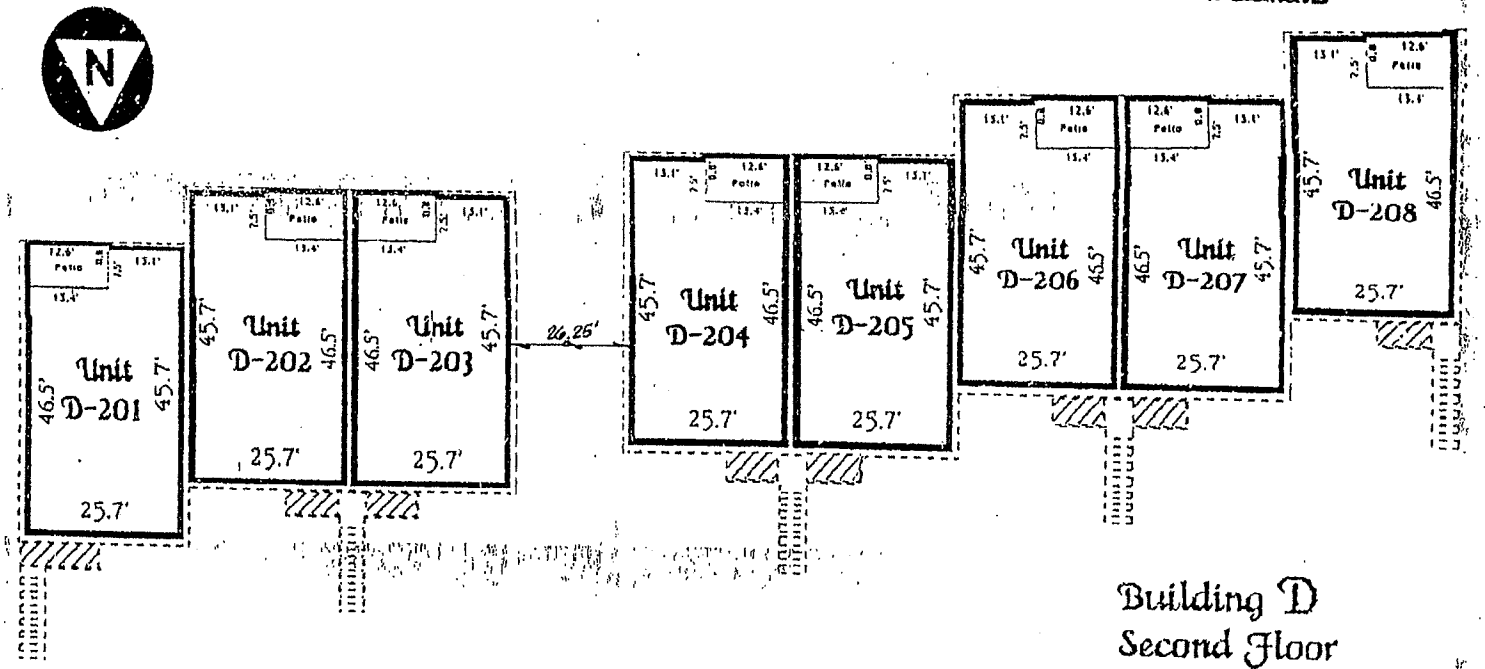
P-6500

ORB 7657 Pg 1460

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 15 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach FL

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1461

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 5, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

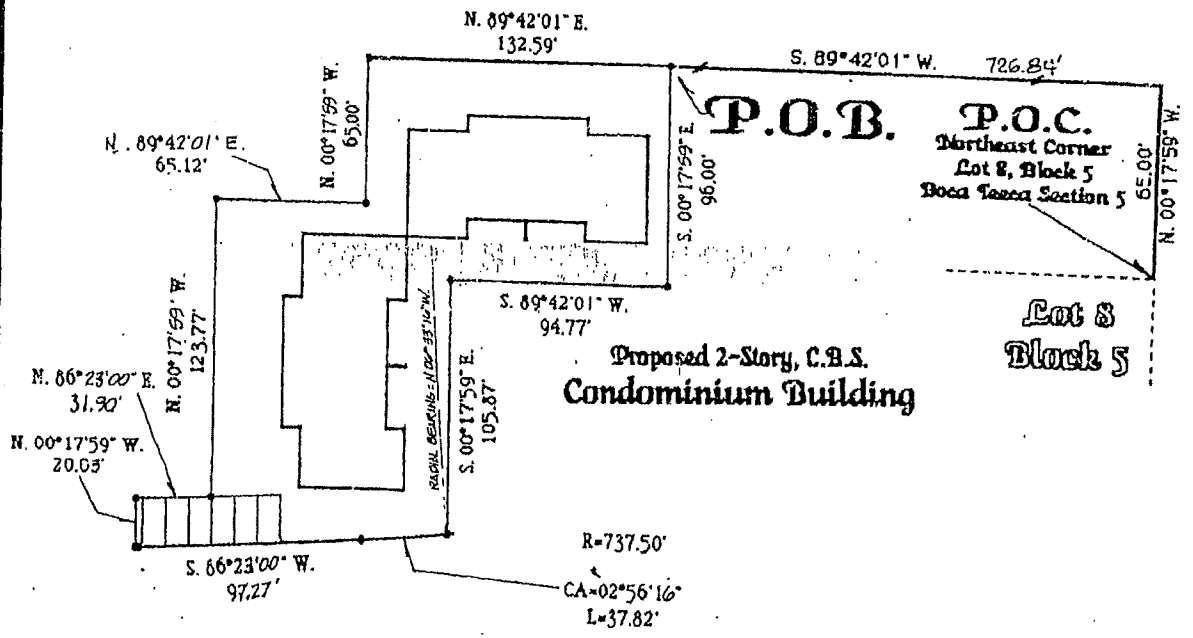
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By:
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1462

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 17 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1463

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 5)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 726.84 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 96.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 94.77 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 105.87 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 737.50 FEET, AND WHOSE RADIUS POINT BEARS NORTH 06°33'16" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'16", A DISTANCE OF 37.82 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 97.27 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 20.03 FEET; THENCE, NORTH 86°23'00" EAST, A DISTANCE OF 31.90 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 123.77 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 65.12 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 132.59 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 26677 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

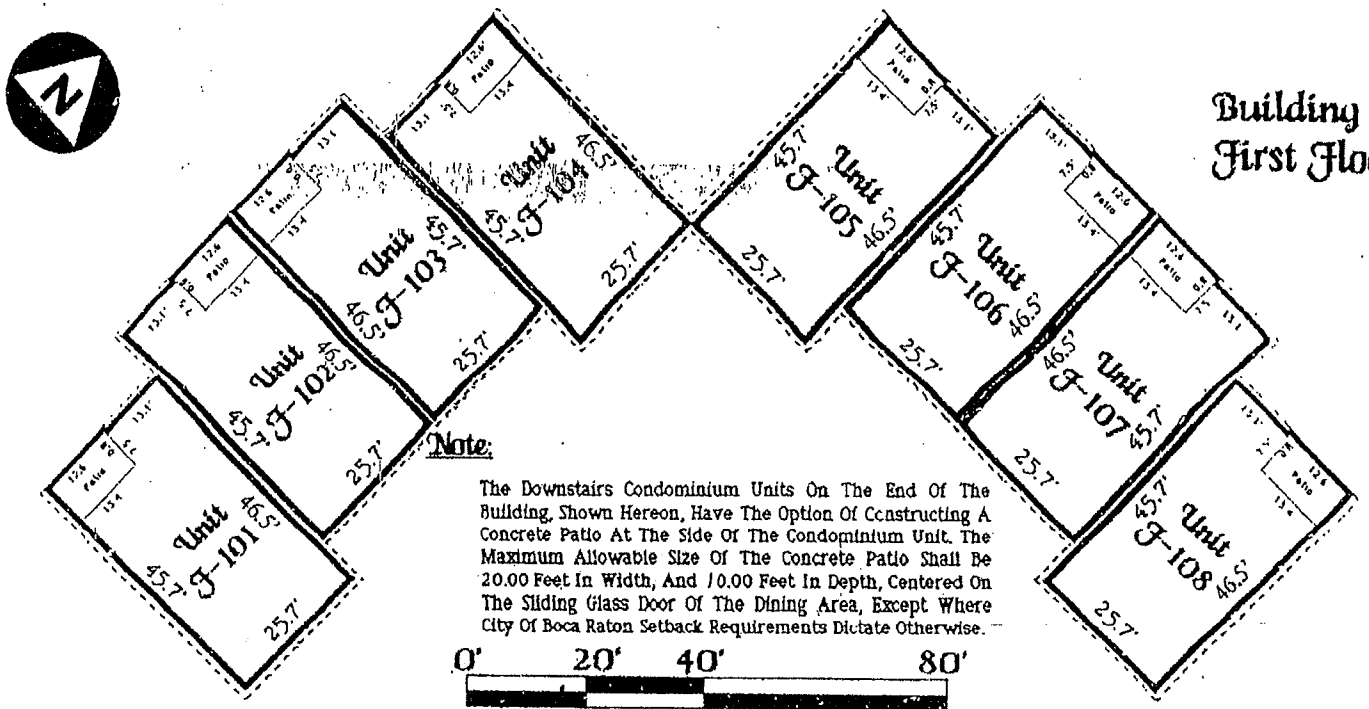
All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1464

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 19 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

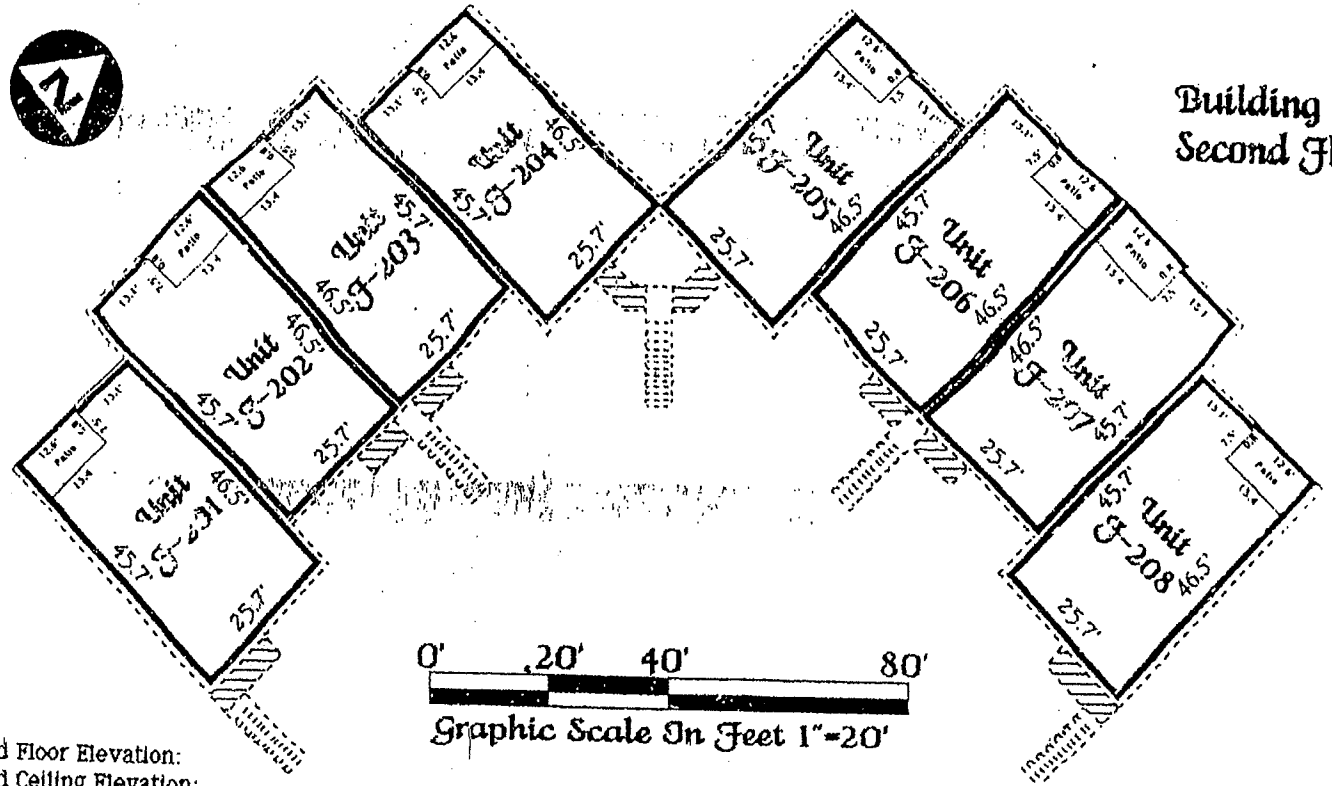
ORB 7657 Pg 1465

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

Exhibit "E" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 20 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1466

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 6, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

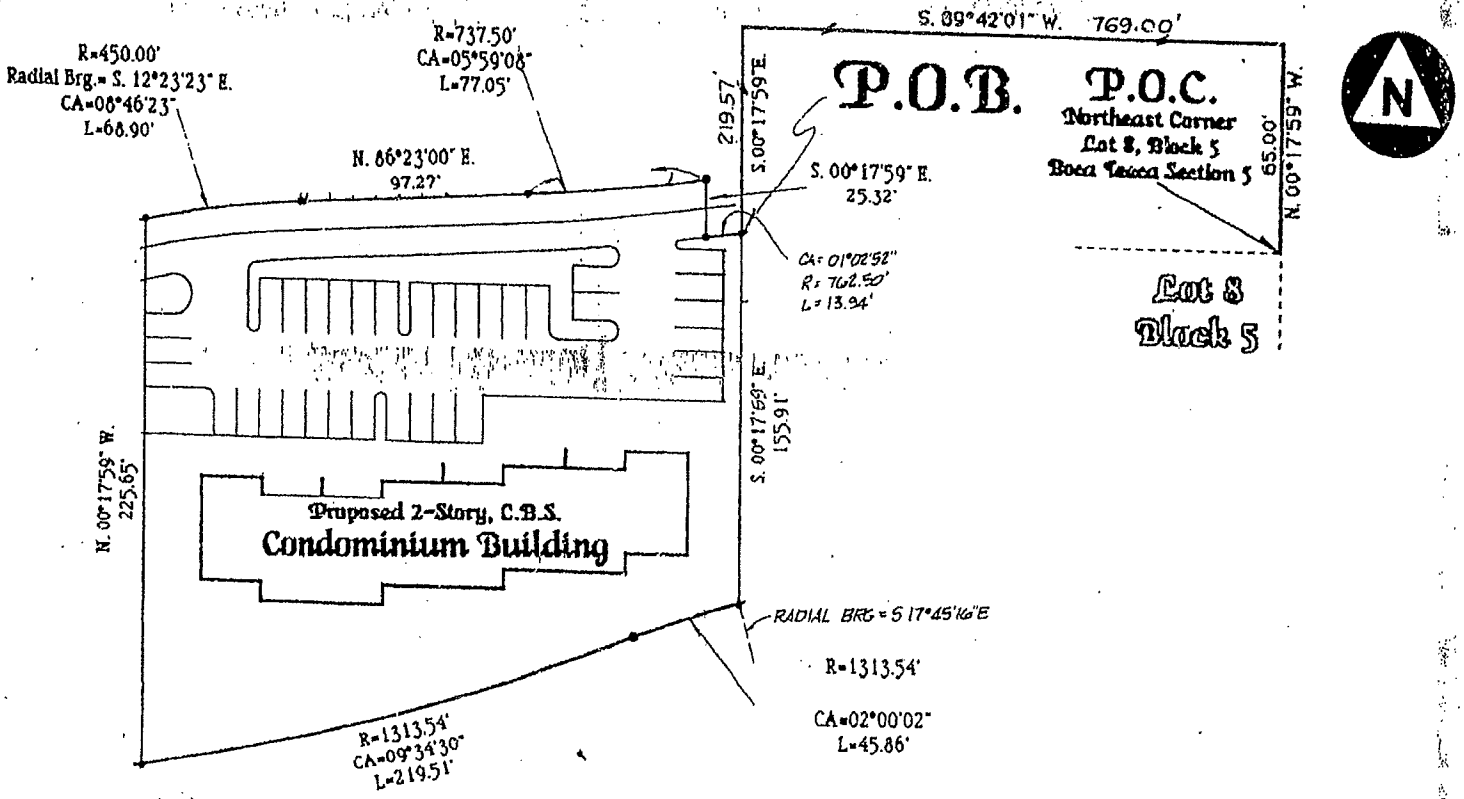
By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1467

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

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 22 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1468

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 6)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 769.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 219.57 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 155.91 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 17°45'16" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'02", A DISTANCE OF 45.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1313.54 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°34'30", A DISTANCE OF 219.51 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 225.65 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 12°23'23" EAST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°46'23", A DISTANCE OF 68.90 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 86°23'00" EAST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 737.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°59'08", A DISTANCE OF 77.05 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.32 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 762.50 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°02'52", A DISTANCE OF 13.94 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 52666 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

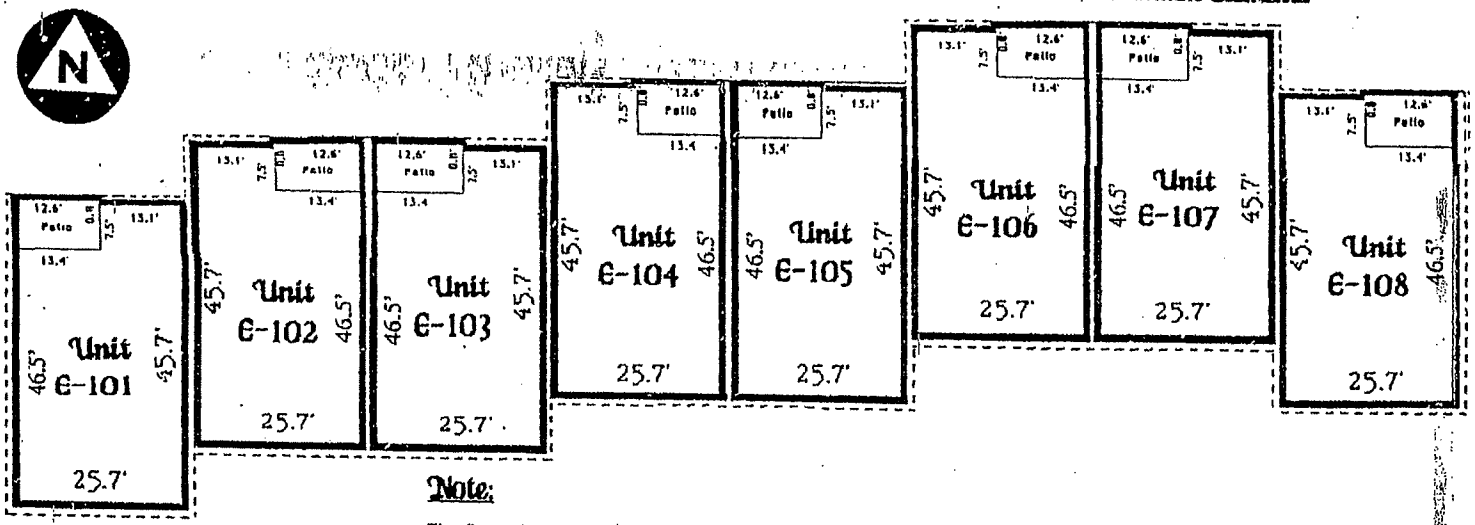
All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1469

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

Exhibit "E" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building E
First Floor

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 24 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

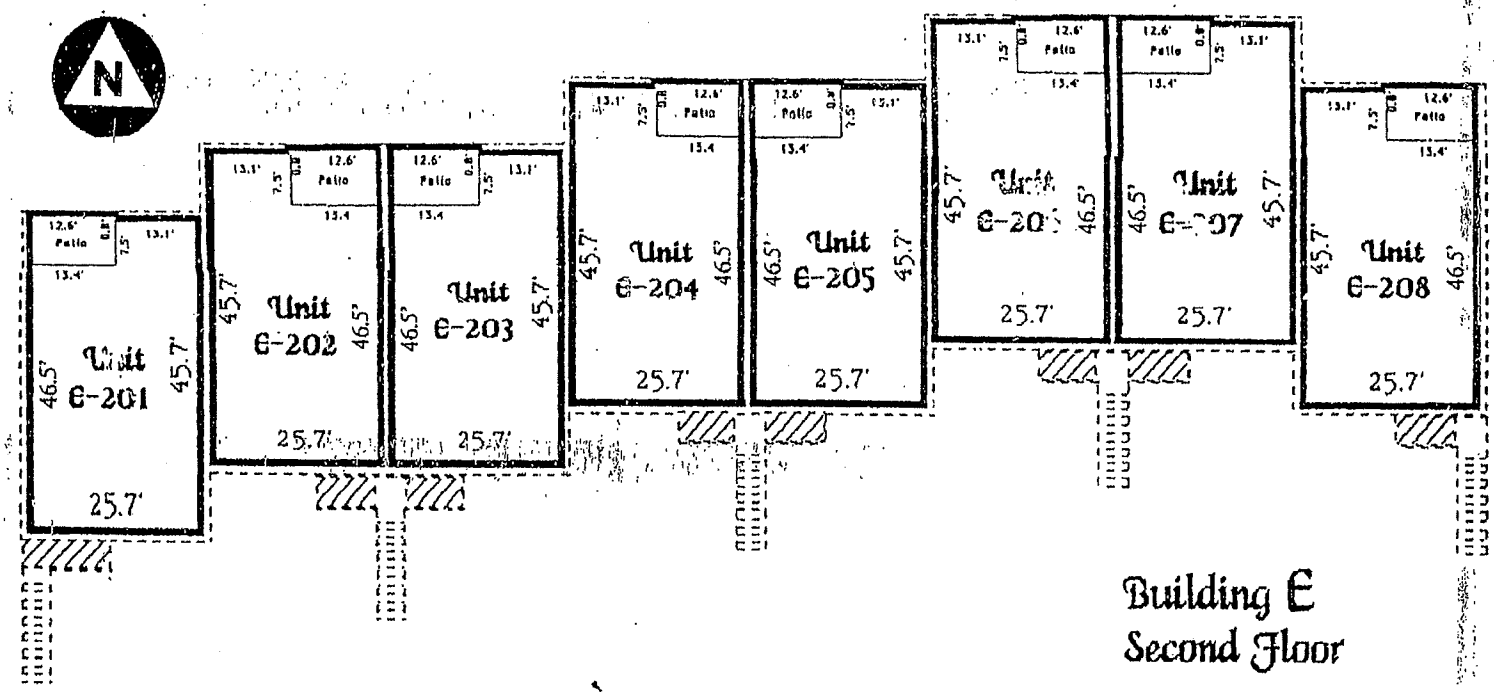
P-6500

ORB 7657 Pg 1470

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building E
Second Floor

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 25 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1471

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 7, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

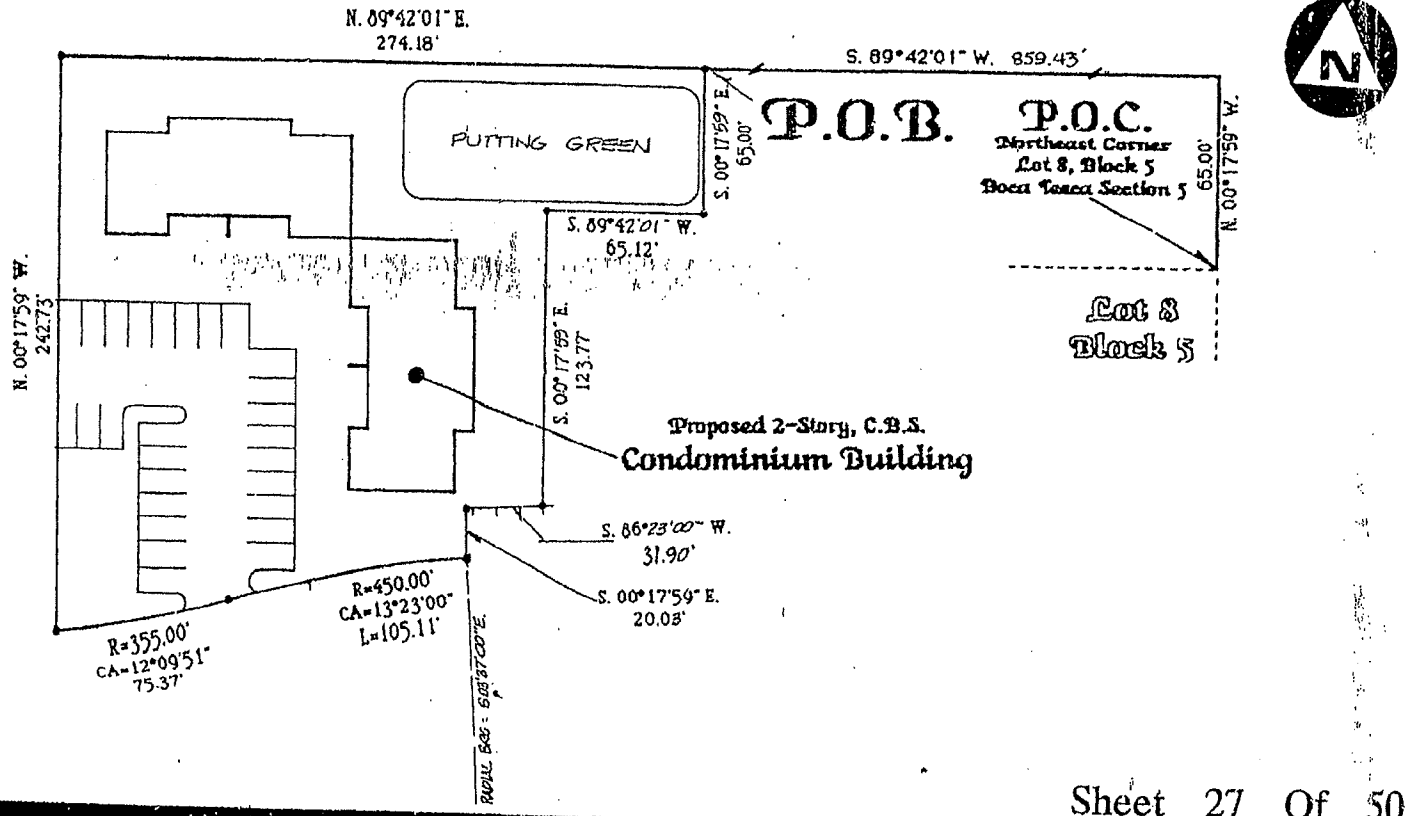
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1472

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 27 Of 50

Bench Mark Land Surveying & Mapping, Inc. Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 7)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4846, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 859.43 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 65.12 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 123.77 FEET; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 31.90 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 20.03 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 03°37'00" EAST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL OF 13°23'00", A DISTANCE OF 105.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 355.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°09'51", A DISTANCE OF 75.37 FEET TO THE END OF SAID CURVE; THENCE, NORTH 00°17'59" WEST. A DISTANCE OF 242.73 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 274.18 FEET TO THE POINT OF BEGINNING (P.O.B.).

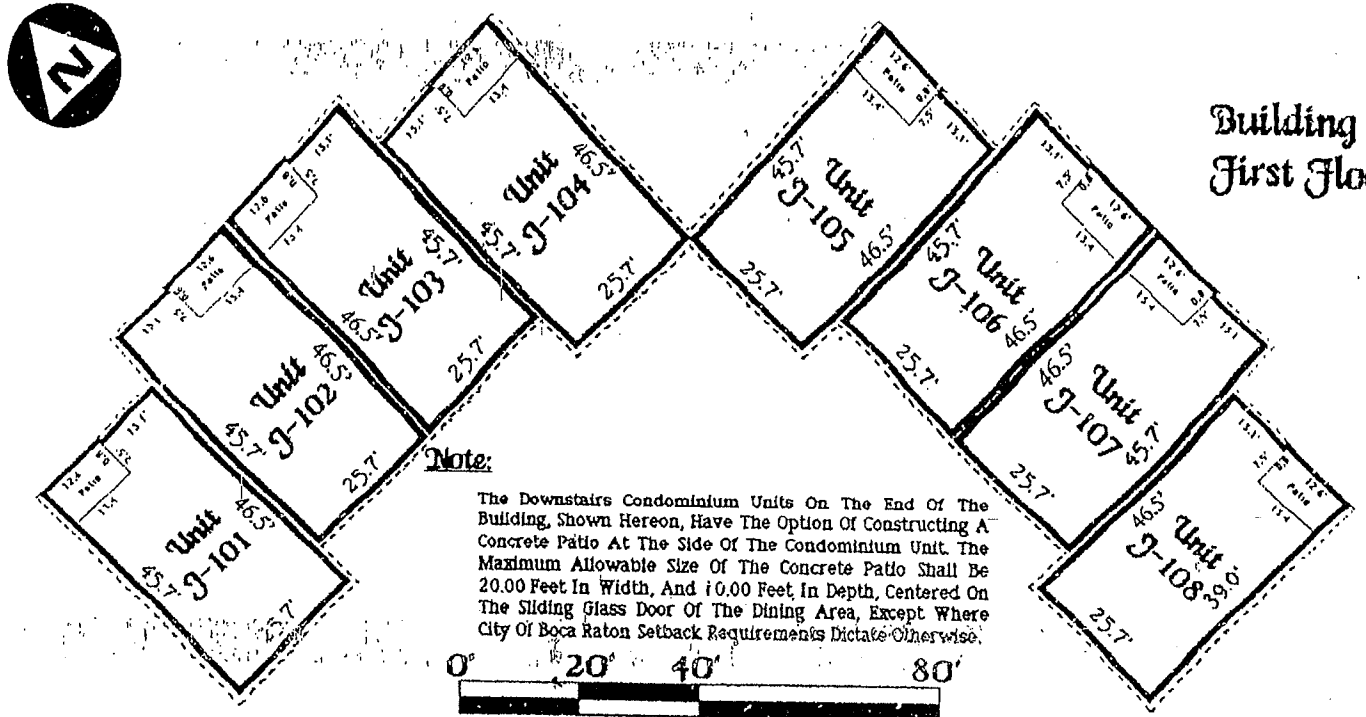
CONTAINING: 50291 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 29 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

OR2 7657 Pg 1474

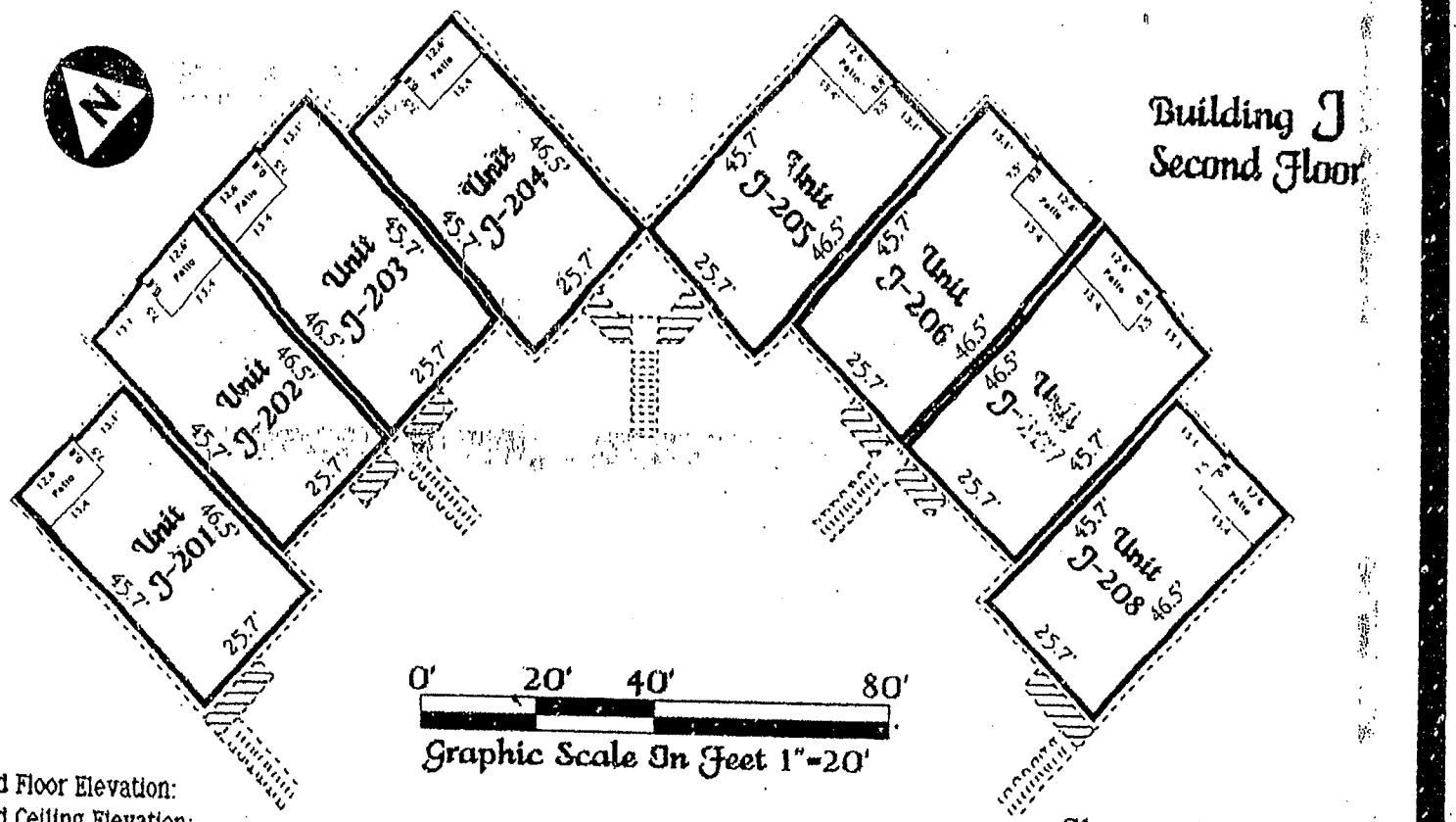
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

ORB 7657 Pg 1475

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 30 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Ps 1476

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveryor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 8, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

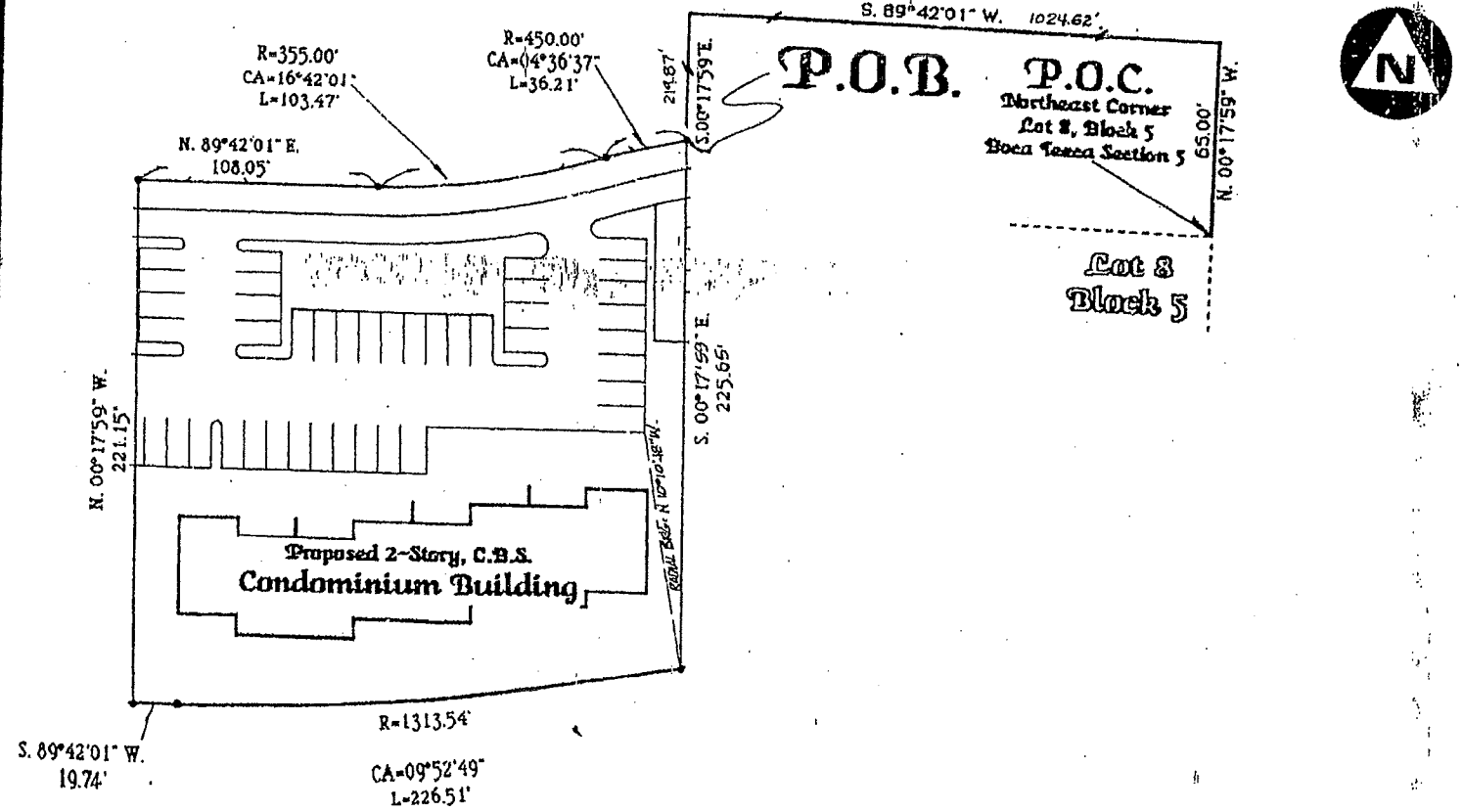
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1477

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 32 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 8)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1024.62 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 219.87 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 225.65 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1313.54 FEET, AND WHOSE RADIUS POINT BEARS NORTH 10°10'48" WEST; THENCE. WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°52'49", A DISTANCE OF 226.51 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 19.74 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 221.15 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 108.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°42'01", A DISTANCE OF 103.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°36'37", A DISTANCE OF 36.21 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 53948 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

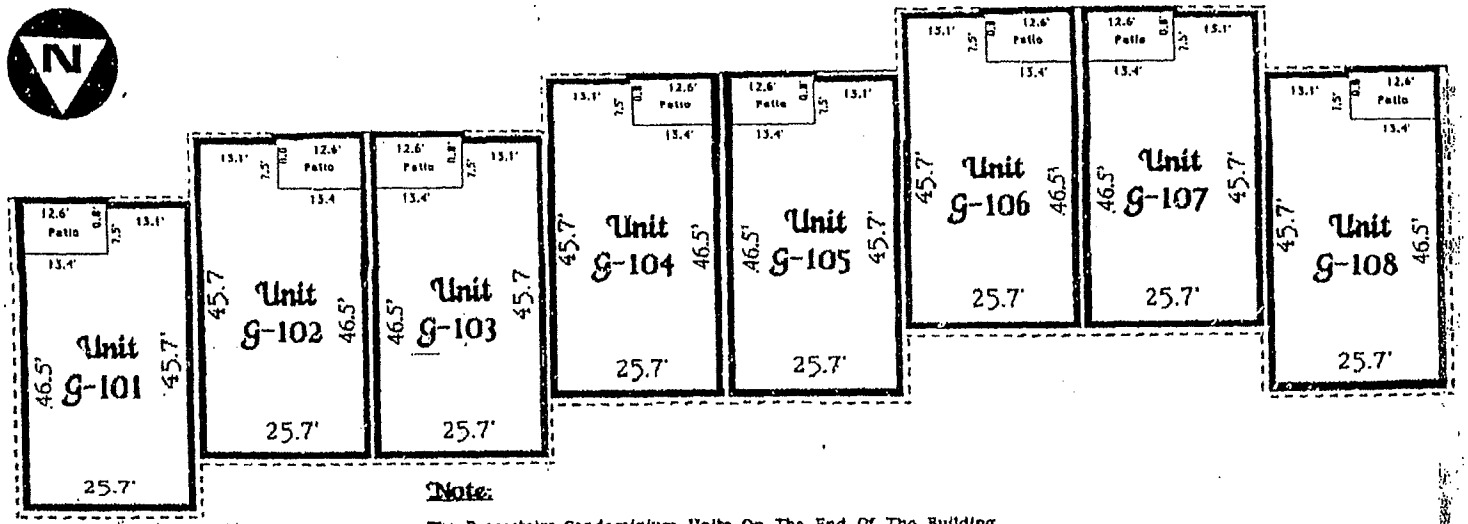
ORB 7657 Pg 1479

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

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Building G
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 34 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

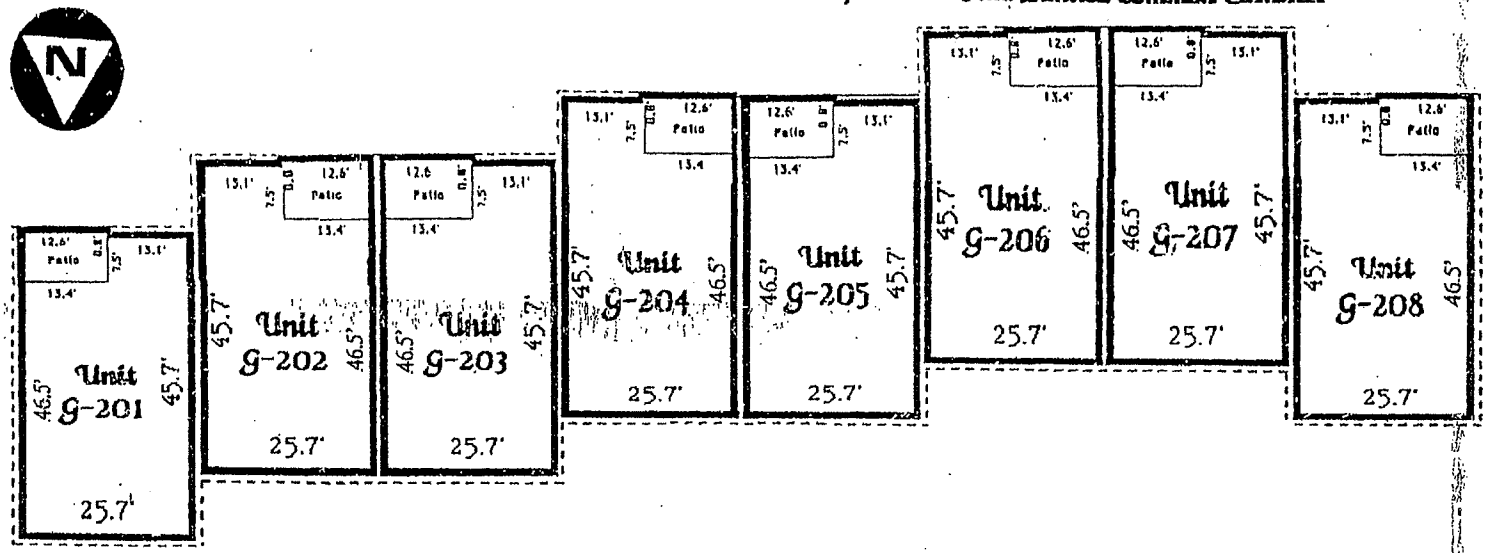
P-6500

ORB 7657 Pg 1480

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building G
Second Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 35 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach FL

All Improvements Shown Hereon Are Proposed

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 9, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Saveth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

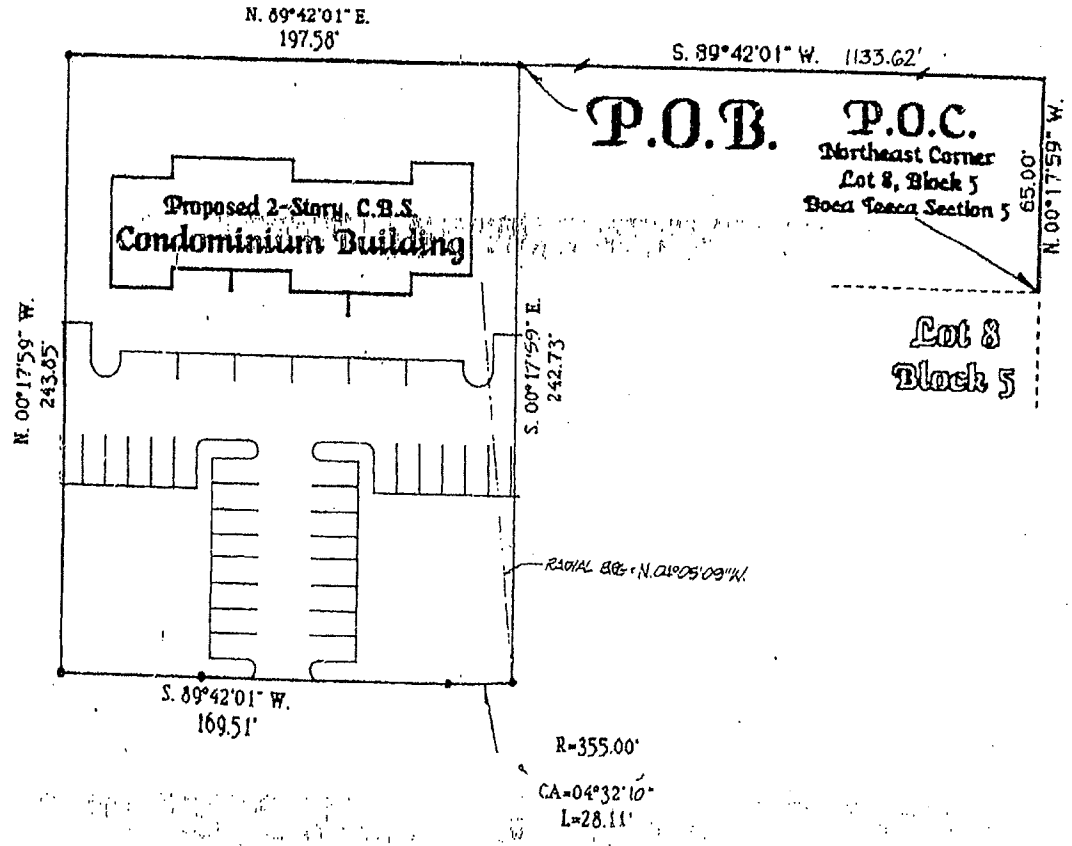
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1482

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1483

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 9)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1133.62 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 242.73 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 355.00 FEET, AND WHOSE RADIUS POINT BEARS NORTH 04°50'09" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'10", A DISTANCE OF 28.11 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 169.51 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 243.85 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 197.58 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 48169 SQUARE FEET, MORE OR LESS.

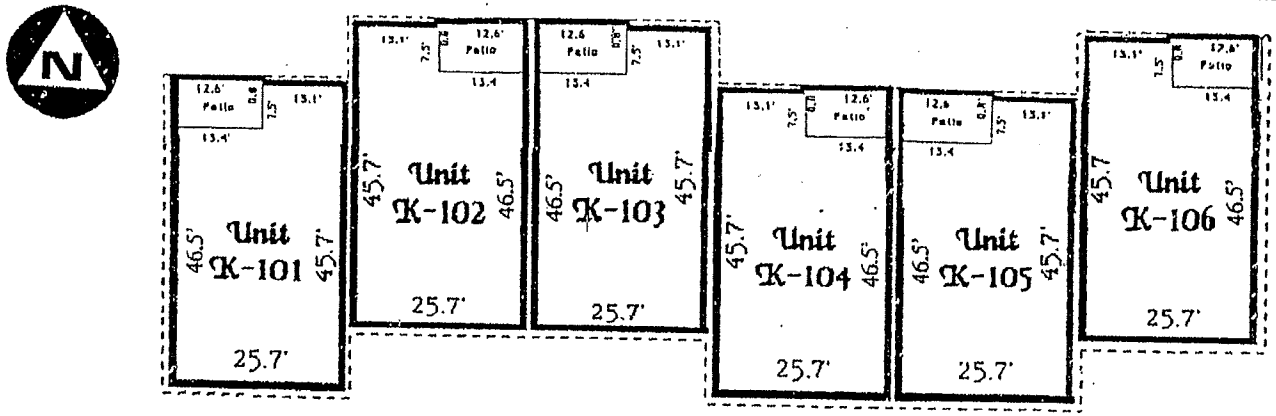
SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1484

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Building K
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

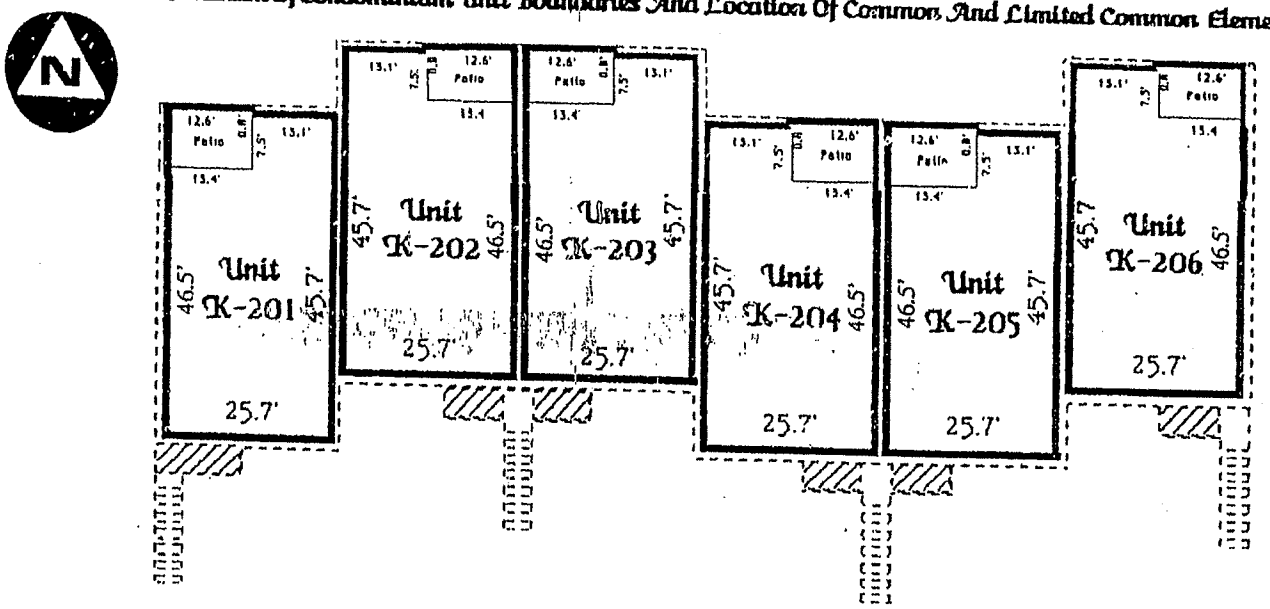
All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1485

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building K
Second Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 40 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB - 7657 Pg 1486

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 10, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium, describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

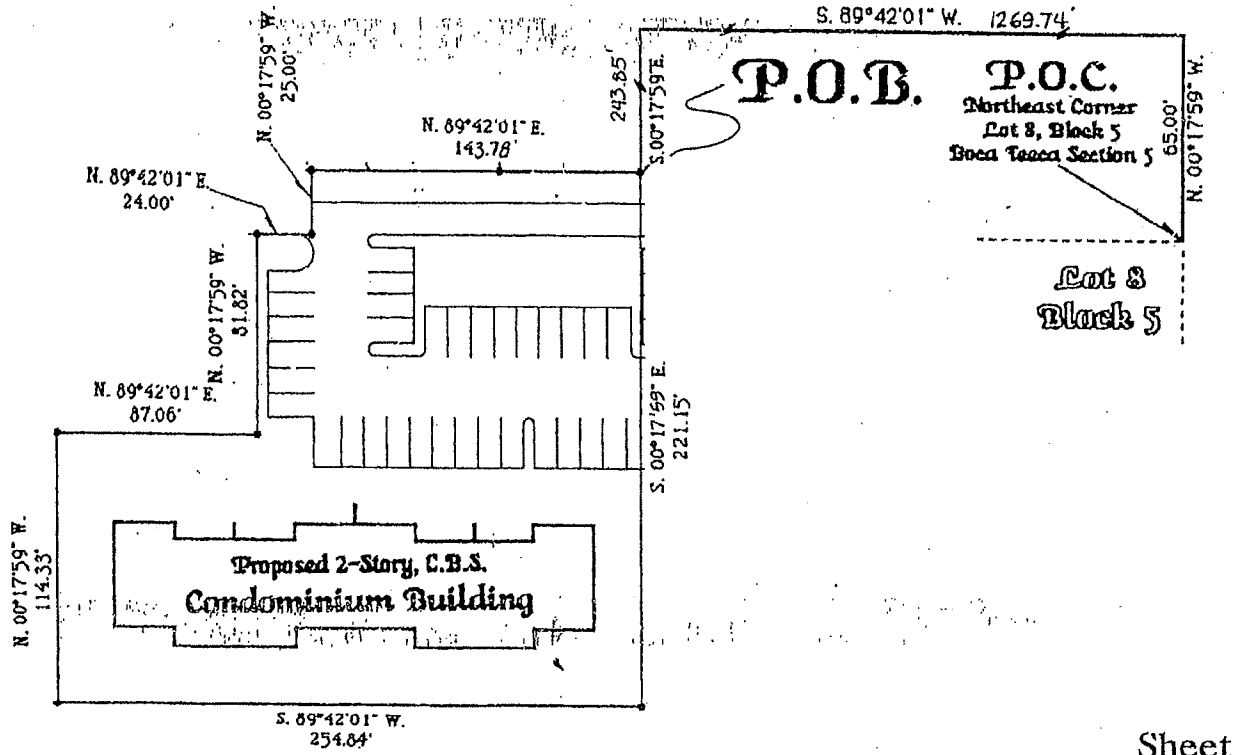
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1487

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORE 7657 Pg 1488

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 10)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1269.74 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 243.85 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 221.15 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 254.84 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 114.33 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 87.06 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 81.82 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 25.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 143.78 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 46459 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

All Improvements Shown Hereon Are Proposed

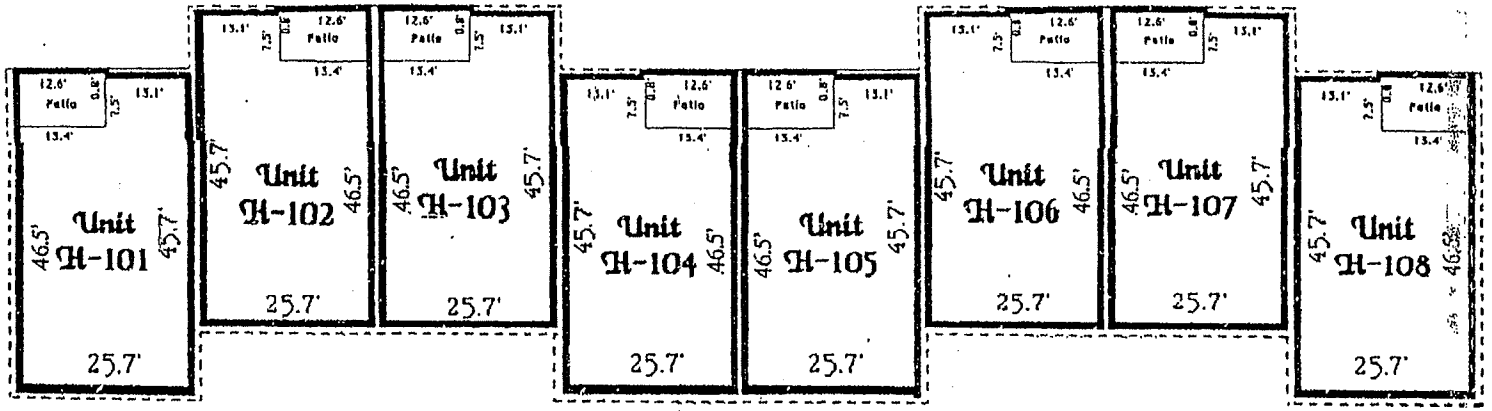
ORB 7657 Pg 1489

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

Exhibit "A" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building H
First Floor

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 44 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

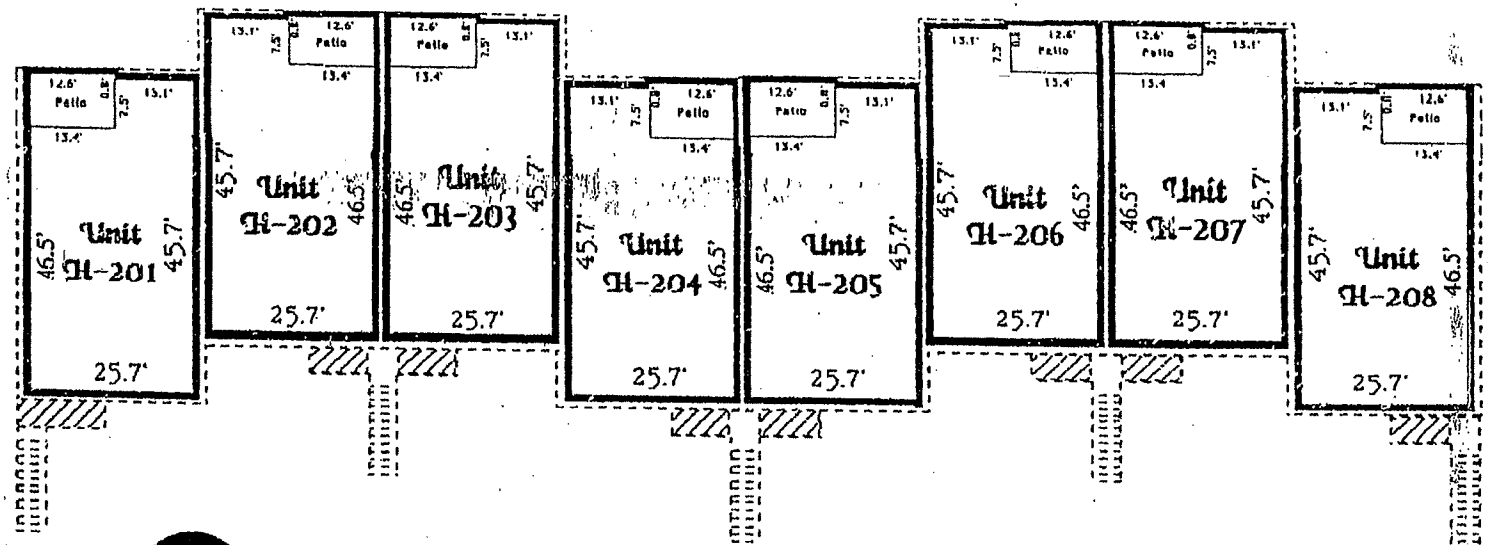
P-6500

ORB 7657 Pg 1490

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building H
Second Floor

0' 20' 40' 80'

Graphic Scale On Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 45 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Ps 1491

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.

2. That the boundaries of the real property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary survey, performed under my personal direction, and that the survey meets the minimum technical standards as set forth by the Florida Board Of Professional Land Surveyors in Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 11, are substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium. describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements; and each unit, can be determined from said materials.

Further Affiant Sayeth Naught:

Sworn to, and subscribed before me
this day of , A.D., 1990.

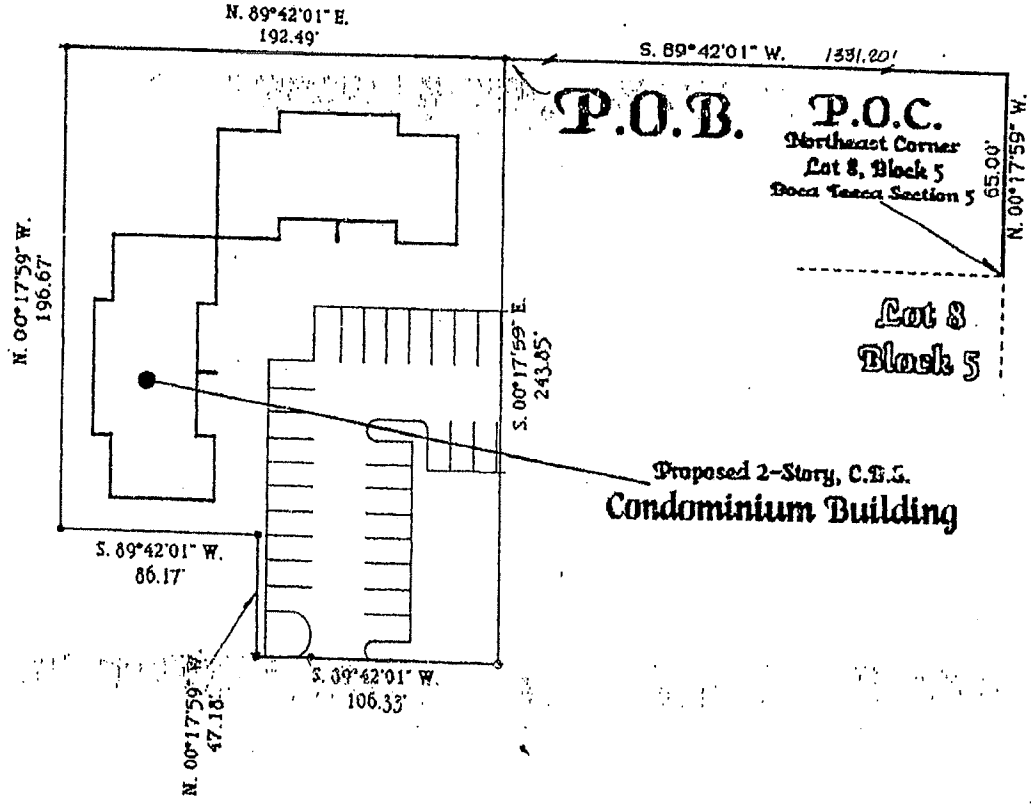
Gene D. Bowling, Jr.
Notary Public, State of Florida
My commission expires: 27-February-1991

By: _____
Wm. R. Van Campen, R.L.S.
Florida Certificate number 2424

All Improvements Shown Hereon Are Proposed

ORB 7657 Pg 1492

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



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All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Pg 1493

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 11)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO BEING A PORTION OF THE VACATED RIGHT OF WAY OF N.W. 67TH STREET, AS RECORDED IN PLAT BOOK 4844, PAGE 0513, SAID PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 65.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 1331.20 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 243.85 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 106.33 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 47.18 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 86.17 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 42874 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

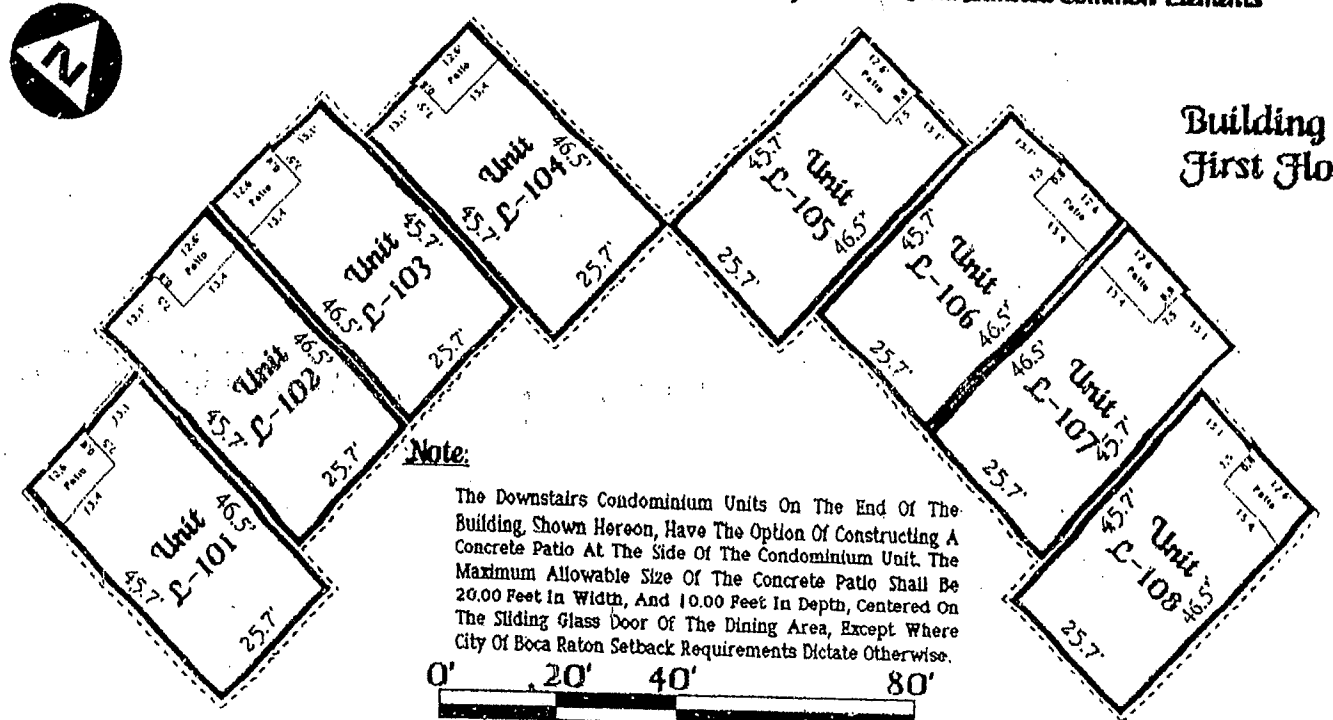
All Improvements Shown Hereon Are Proposed

ORB 7657 Ps 1494

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 49 Of 50

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All Improvements Shown Hereon Are Proposed

P-6500

ORB 7657 Ps 1495

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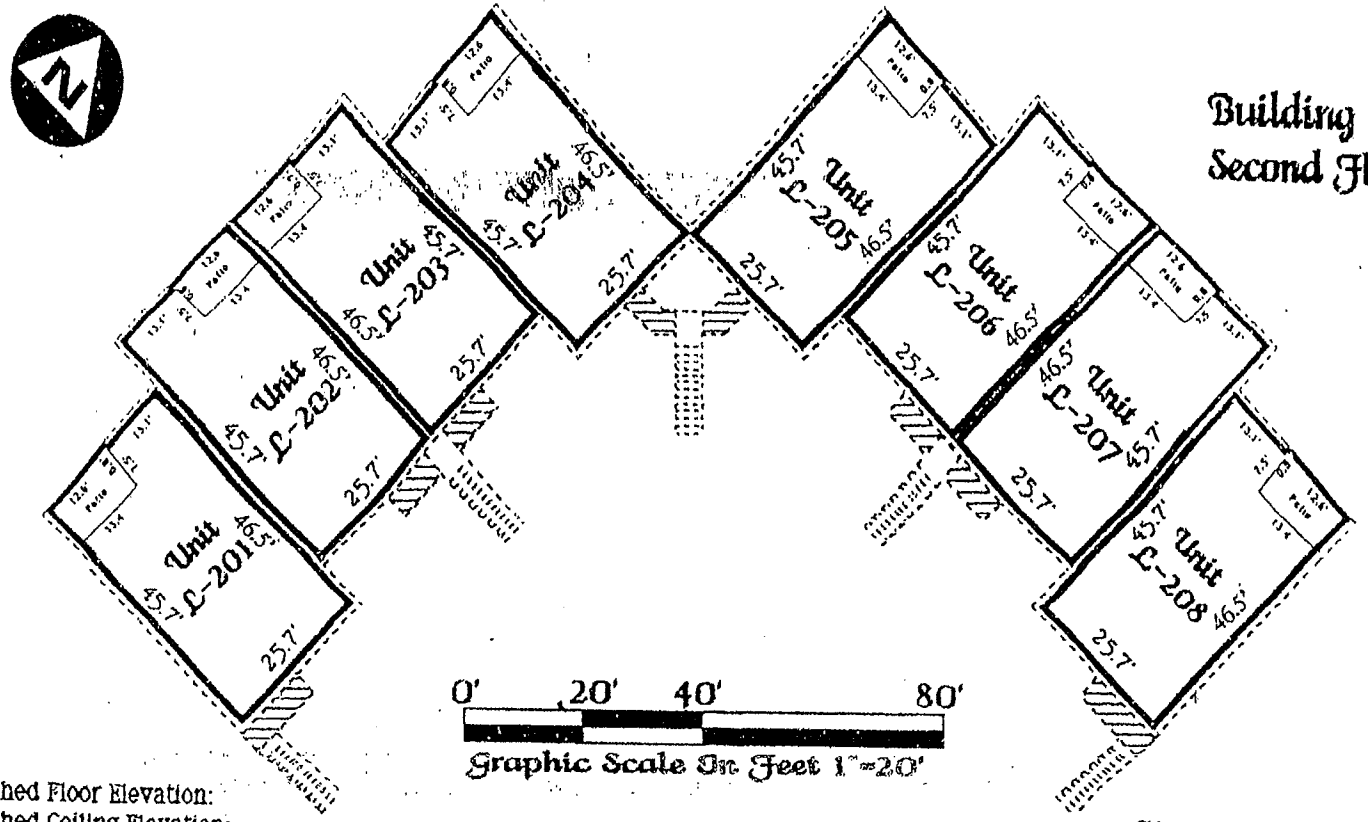
Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, - A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 50 Of 50

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All Improvements Shown Hereon Are Proposed

EXHIBIT "M"

(Intentionally Deleted)

EXHIBIT "N"

(Intentionally Deleted)

ORB 7657 Pg 1497-A
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

JOINDER OF MORTGAGEE
IN AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
SAN DE VANCE GOLF & TENNIS CLUB NO. 1

AMERICAN SAVINGS OF FLORIDA, F.S.B., the owner and holder of certain mortgages encumbering the land described on Exhibit "1" attached to the Amended and Restated Declaration of Condominium ("Declaration"), SAN DE VANCE GOLF & TENNIS CLUB NO. 1, a condominium, according to the Declaration to which this Joinder is attached, which mortgages were recorded in Official Records Book 7529, Page 1964, Official Records Book 6705, Page 1057, Official Records Book 6709, Page 1448, all of the Public Records of Palm Beach County, Florida, (collectively the "Mortgage"), hereby consents to the execution and recordation of, and joins in the said Declaration and agrees that the lien of its Mortgage, to the extent of the encumbrance upon the land described in Exhibit "1" attached to the Declaration, shall be upon all of the condominium units of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, a condominium, according to the Declaration thereof, together with all of the interest, rights and appurtenances thereto, including but not limited to, any common elements appurtenant to the condominium units so encumbered and to the undivided shares of the common elements of the Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage held by AMERICAN SAVINGS OF FLORIDA, F.S.B, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration as hereinabove provided, it being specifically understood that the Mortgage shall continue to be a lien upon all of the "Mortgaged Property" (as defined in the Mortgage) not submitted to the Declaration, as well as upon all of the condominium units owned by the "Sponsor" (as defined in the Declaration) and the limited common elements and common elements of the Condominium appurtenant to all such units.

In consenting to the execution and recordation of the Declaration, as evidenced by this Joinder, AMERICAN SAVINGS OF FLORIDA, F.S.B., a Florida corporation, does not undertake or assume the obligations or responsibilities of Sponsor, or anyone else under the Declaration or of any owner of condominium unit.

THIS INSTRUMENT is executed by the undersigned for the purpose of complying with and pursuant to, Fla. Stat. 718.104(4)(m).

EXECUTED this 8th day of April, 1993.

Witnesses:

Madeline Kahalley
MADELINE KAHALLEY
Pilar Ateno
PILAR ATENCIO

AMERICAN SAVINGS OF FLORIDA, F.S.B.

By: Joanne Saban V.P.
JOANNE SABAN Vice President

STATE OF FLORIDA)
COUNTY OF Dade)

The foregoing Joinder of Mortgagee in Amended and Restated Declaration of Condominium of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, a condominium was acknowledged before me this 8 day of April, 1993, by Joanne Saban as Vice President of AMERICAN SAVINGS OF FLORIDA, F.S.B. on behalf of the Corporation. He/She is personally known to me ~~or has produced~~ _____ as ~~identification~~ and did/did not take an oath.

Madeline Kahalley
NOTARY PUBLIC
PRINT/STAMP/TYPE NAME: MADELINE KAHALLEY
COMMISSION EXPIRES:
COMMISSION NUMBER:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 9,1993
BONDED THRU GENERAL INS. UND.

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

DECLARATION OF CONDOMINIUM OF SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM

SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on Sheet 2 and 2(A) in Exhibit 1, page 51, labeled Phase 1, Recreation Facilities and 25 foot Ingress and Egress Easement, together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718, et seq., as same exists at time of recording this Declaration in the Public Records) and does hereby file this Declaration of Condominium. The realty described in Exhibit "L" on Sheets 125 through 175, labeled as Phases 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 are not being submitted to condominium ownership by this Declaration, but rather are described in order to meet the requirements of F.S. 718.403 of the Condominium Act, and may be added to this Condominium pursuant to the provisions of Paragraphs 3.2 - 3.4 hereof.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the realty and improvements of the above-mentioned Phase 1 to condominium ownership and use in the manner prescribed by the laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM. The address shall be 5910 N. W. 2nd Avenue, Boca Raton, Florida.

1.3 THE LAND. The real property (the Land) described on Pages 51(A) and 51(B), Sheets 2 and 2(A), in Exhibit 1, labeled as Phase 1, Recreation Facilities and 25 foot Ingress and Egress Easement, is the Condominium Property hereby submitted to condominium ownership. Such property is subject to easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the Exhibits attached hereto.

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act, and as follows, unless the context otherwise requires.

2.1 "Condominium Act" means the Condominium Act of the State of Florida (F.S. 718, et seq.) as it exists at the time of recording this Declaration in the Public Records.

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NORTH MIAMI, FLORIDA 33161-0483
TEL. (305) 893-9270

2.2 "Condominium" means that form of real property which is created pursuant to the provisions of the Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, as established by this Declaration.

2.3 "Condominium Property" means and includes the lands and personal property hereby subjected to condominium ownership and the Lands and personal property subjected to condominium ownership by amendments to this Declaration as provided in Paragraph 3.2 hereof, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.4 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to exclusive ownership as specified in this Declaration.

2.5 "Common Elements" means the portions of the Condominium Property not included in the Units.

2.6 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

2.7 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

2.8 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and in the provisions of this Declaration.

2.9 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the Condominium including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.10 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.

2.11 "Declaration", or "Declaration of Condominium" means this instrument and all Exhibits.

2.12 "Articles of Incorporation" means the Articles of Incorporation of the Association, heretofore filed in the Office of the Secretary of State of the State of Florida (Exhibit B).

2.13 "By-Laws" means the By-Laws of the aforedescribed Association (Exhibit C).

2.14 "Sponsor" or "Developer" means SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation, its successors and assigns, which has created this condominium.

2.15 "Unit Owner" means the owner of a Condominium Unit.

2.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

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2.17 "Association" means SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a non-profit Florida corporation which is the entity responsible for the operation of the Condominium.

2.18 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

2.19 "Institutional Mortgagee" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, any Agency of the United States Government, FNMA or like entity and other mortgage firms, being a mortgagee of a Unit.

2.20 "Percentage of Undivided Interest" or similar words to that effect, used herein with reference to the share of Common Elements, Common Expenses and Common Surplus, shall also be deemed to mean "fractional share of undivided interest" or similar words to that effect.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

3. SURVEY AND DESCRIPTION OF IMPROVEMENTS; AMENDMENTS THEREOF AND PHASING OF PROJECT.

3.1 SURVEY. On Sheets 9 through 14 of Exhibit 1 there is a survey of the Land, graphic description, recreational facility.. and plot plan of the Units. Common Elements and Limited Common Elements of Phase 1, and their relative locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking spaces are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on Page 65 as Exhibit 2.

3.2 PHASING. This Condominium is a phase condominium as provided for in F.S. 718.403. On Exhibit L, Sheets 14 through 50, labeled Phases 2 through 11, there are representations and descriptions of residential phases which may, at Sponsor's sole option, become part of the Condominium. Also set forth thereon is the number and general size of the Units to be included in each said Phase, and on Page 65 hereof each such Unit's percentage of Common Elements if the phase is added. All phases must be completed and added to this Condominium within seven (7) years from date of recording of this Declaration, if added at all.

3.3 AMENDMENT. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Sponsor.

3.4 IMPACT OF PHASING. The general scheme of phasing the Condominium is the submission of the parcel of property to condominium ownership labeled as Phase 1 on Exhibit "1" and the proposed addition of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Condominium Association. It is not anticipated that the submission of these additional phases to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The adding of these subsequent

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phases to this Condominium, thereby adding additional Units, will reduce the percentage of Common Elements attributable to each previously created Unit, as specifically set forth on Page 65-66. The adding of those subsequent phases to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of units contained in the phases so added. If Sponsor decides not to add all of the additional residential phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and any amendments thereto adding phases and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association and own 100% of the Common Elements.

3.5 MODIFICATIONS TO UNIT, BUILDINGS AND LEGAL DESCRIPTIONS IN FUTURE PHASES. For all future phases, Exhibit "1" to this Declaration, the Survey Exhibit, describes the proposed Plot Plan and the proposed Unit and building types for all future phases which are proposed by the Sponsor. As permitted by Florida Law, Section 718.403, Laws of 1984, Sponsor reserves the right to modify the Plot Plan and the Unit and building types for future phases. Such Units and buildings types for future phases may differ as to size, location, elevation, design, configuration of Units within the buildings, building materials, height of buildings, number of Units per building, change in parking and landscape, price, and number of bathrooms and bedrooms per Unit. Further Sponsor may make non-material changes in the legal descriptions of a phase.

3.6 CHANGE IN SIZE AND NUMBER OF UNITS. Exhibit F hereto, Pages 105-106, sets forth the proposed number and general size of Units to be included in all future phases. The approximate square footage of each proposed Unit type, as shown is set forth on Pages 105-106 of the Floor Plan Exhibit. As set forth above in Paragraph 3.5, Sponsor reserves the right to modify the number and general size of Units to be included in each phase in this Condominium.

3.7 TIME SHARING. There will be no time-share estates in this Condominium.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements and Limited Common Elements. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for in Paragraph 3 hereof). Paragraph 3 specifically contemplates that in the event Sponsor adds subsequent residential phases, the percentage of Common Elements shall automatically change as set forth in Exhibit 2 hereof and no consent from any party, including Unit Owners, need to be obtained. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements

4.1.1 Recreation Facilities. Developer will construct a recreation center which will consist of a

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clubhouse, swimming pool, two (2) shuffleboard courts and a golf putting green, all as are described on pages 62-64 of Exhibit "1" (the Recreation Area). Construction of these facilities will be completed prior to the completion of Phase 6. The clubhouse, pool and tennis courts are intended for the use and enjoyment of all Unit Owners in SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM and are part of the Common Elements. Assessments, insurance premiums, costs of maintenance and repair, including the cost of operation of the pool, clubhouse, utilities, replacements and all other expenses incurred by the Association for the Recreation Area and Facilities are hereby declared to be Common Expenses of this Condominium. All expenses for the Recreation Area and Facilities shall be apportioned among all the Unit Owners in all phases actually constructed in SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, and each Unit Owner, his heirs, successors and assigns agrees to make payment to the Association of his share of the monies due from his Unit in accordance with his percentage of the Common Expenses as then set forth in this Declaration of Condominium as same may be amended from time to time as additional phases come on line.

4.2 BOUNDARIES. The boundaries are determined as follows:

4.2.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY--The planes of the undecorated finished ceiling.

(2) LOWER BOUNDARY--The planes of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the planes of the undecorated finished interior surface of the walls bounding the Unit extended to intersections with each other and with the Upper and Lower Boundaries.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and door, the perimetrical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

(2) The interior, non-weight-bearing, partitions, within a Unit are part of said Unit.

(3) As depicted on Exhibit 1, each Unit includes a patio or balcony which is appurtenant to each dwelling and is a portion of such Unit.

4.2.3 WEIGHT OF BEARING STRUCTURES. The area beneath the unfinished surface of any weight-bearing structure which is otherwise within the horizontal and perimetrical boundaries is a Common Element.

4.2.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for the ducts, pipes, conduits, plumbing, wiring or other facilities for the

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furnishing of utility services to the Units and the Common Elements, and for maintaining, repairing and servicing same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to such Unit and are not part of the Common Elements.

4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors and blowers located on or near any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units shall be deemed owned by the Unit Owners and are not a part of the Common Elements.

4.3 AUTOMOBILE PARKING AREAS. There is contained within the eleven (11) phases of the Condominium a total of 275 uncovered parking spaces and 143 covered parking spaces. After the filing of this Declaration, there shall be assigned by the Sponsor to each Unit, the exclusive right to use one (1) uncovered automobile parking space. Each covered parking space will be assigned to a Unit Owner who acquires same by payment of a special consideration. Such parking spaces, both covered and uncovered, shall be used by the owner of such Unit and such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of said Unit. The assignment of such parking spaces shall be made by instrument in writing. Parking spaces which are not so assigned shall be a part of the Common Elements and subject to the provisions of the By-Laws and rules and regulations determined by the Board of Directors of the Association.

4.4 RIGHT TO ALTER. Unless otherwise prohibited in F.S. 718.403, Sponsor reserves the right to alter the interior design of any Units as long as Sponsor owns the Units so altered, which right to alter is limited to the removal of a portion of the boundaries (horizontal or perimetrical) separating two Units to allow them to be used together as one integral Unit. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Sponsor without the approval of any other party. All assessments, voting rights and the share of the Common Elements shall be calculated as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units a have been so combined.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No Unit may be divided or subdivided into a smaller Unit or Units other than as shown on Exhibit I hereto (except as may be allowed in Paragraphs 3.5 and 4.4 hereof).

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

6.2 EASEMENT FOR UNINTENTIONAL ENCROACHMENTS. In the

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event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved, and granted, through the Condominium Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium.

6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration, as the same may exist from time to time.

6.6 SURVEY EXHIBIT--EASEMENTS. The Sponsor shall have the right to create for others, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Paragraph 6. Further, Sponsor shall have the unequivocal right without the joinder of any other party to grant such easements (ingress, egress and maintenance), to such parties as Sponsor deems fit. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit "1" attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit "1", if any, shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Sponsor, or its designee, shall have the right but not the obligation to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Sponsor grant additional easements or supplement, replace or relocate the easements designated on Exhibit 1, the same shall automatically be part of the easements provided therein as if originally set forth.

6.7 ADDITIONAL EASEMENTS. Sponsor reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of the actual building. However, if requested, the Association and Unit Owners shall join in the creation thereof.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

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7.2 EXEMPTION OF SPONSOR. Sponsor has guaranteed to each purchaser, in the purchase agreement for each Unit in this Condominium, that the assessment for Common Expenses by the Association imposed upon each purchaser will not increase over a stated amount during the "Guarantee Period" as set forth therein. During this Guarantee Period of 24 months commencing from that date of the closing of the sale of the first unit in this condominium to an individual condominium unit purchaser, Sponsor is obligated to pay any amount of Common Expenses incurred by the Association which are not produced by assessments at the guaranteed level, receivable from all other Unit Owners in this Condominium. In accordance with Florida Statute Section 718.116(8), during the Guarantee Period, Seller is excused from the payment of assessments for Units which it owns in return for which Seller has provided to each purchaser in this Condominium said guarantee and obligated itself to pay the debts as hereinabove set forth.

8. ADMINISTRATION OF THE CONDOMINIUM:

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration and the Condominium Act.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act. Further, the Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, PROVIDED, HOWEVER, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by F.S. 718.111.

8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee (or any guarantor, insurer or subsequent holder thereof) of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertaining to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests same. Further,

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current copies of the Declaration and all Exhibits attached thereto, other rules concerning the Condominium and the books, records and financial statements of the Association shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances by such Institutional Lenders and related parties.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 VOTING. Each Unit Owner, including the Sponsor, shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provisions of the By-Laws.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

9. USE AND OCCUPANCY. The provisions of this Paragraph 9 shall not be applicable to Sponsor or to any Corporation formed or controlled by Sponsor.

(a) RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single family residence. At no time may the Unit be used by more persons than for which it was designed.

(b) OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent Occupant of such Unit. Such entity shall thereafter have the right to designate other persons as the Occupants of such Unit, whether in substitution of or in addition to the persons initially designated, subject to approval by the Association pursuant to the provisions of Paragraph 12 of the Declaration of Condominium. All provisions of the Declaration of Condominium shall apply to such designated Occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby.

(c) GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Documents.

(d) LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

(e) ALTERATIONS AND ADDITIONS. No Unit Owner

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shall make or permit to be made any material alteration, addition or modification to his Unit without prior written approval of the Association. No Unit Owner shall cause any improvements or changes to be made to the exterior of the Unit or building, parking space, covered or uncovered, including painting or other decoration, without prior written approval of the Association. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit.

(f) PETS. Domestic pets or animals (provided, however, only one (1) dog and/or one (1) cat) may be kept or harbored on the Condominium Property or Unit so long as such pets or animals do not exceed twenty-five (25) pounds when fully grown and do not constitute a nuisance. A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given, said pet shall be removed within forty-eight (48) hours of the giving of notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose, if any.

(g) NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

(h) APPLICABILITY TO SPONSOR. Neither the Unit Owner nor the Association, nor their use of the Condominium, shall interfere with the Sponsor's completion and sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Sponsor may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit in this Condominium.

(i) RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the By-Laws of the Association.

(j) ANTENNAS. No antennas shall be erected or installed on the exterior of any of the Condominium buildings.

10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements and any Limited Common Elements as indicated on Exhibit "1" hereto. The Association shall also maintain the surface water management system serving the Condominium.

The Association shall maintain this Condominium as a first-class quality residential project.

10.2 MAINTENANCE BY UNIT OWNER. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets

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and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor and blower, refrigerant and electrical line appurtenant to his Unit.

10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit or Limited Common Elements, as specified above, or refuse to maintain and make repairs as required, or should a Unit Owner cause any damage to the Common Elements or Limited Common Elements, the Association may take such action as it deems necessary and may undertake repairs, replacements or maintenance. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of law or equity for an injunction to seek compliance or recover such cost or damage, including a reasonable attorney's fee.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alterations or repair to any portion of the Common Elements, Limited Common Elements, or Unit, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements and Limited Common Elements, PROVIDED, that such entry shall be made at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice. The Unit Owners acknowledge that the Association shall retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

11. APPORTIONMENT OF TAX OR ASSESSMENT. If any taxing authority levies or assesses any Tax or Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units by other than the Sponsor shall be subject to the following provisions as long as the Condominium Property exists:

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12.1 TRANSFERS SUBJECT TO APPROVAL.

a. SALE. No Unit Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association.

b. LEASE. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. No lease may be made for less than a period of two (2) consecutive months nor shall any transient accommodations be provided.

c. GIFT. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership of the Units shall be subject to the approval of the Association.

d. DEVISE OR INHERITANCE. If any Unit Owner shall acquire his title by devise or inheritance, the continuance his ownership of the Unit shall be subject to the approval of the Association.

e. OTHER TRANSFERS. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

12.2 APPROVAL OF ASSOCIATION. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION.

(1) SALE. A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended Purchaser as the Association may require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a Purchaser for the Unit if the proposed Purchaser is not approved. If such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) LEASE. A Unit Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.

(3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A Unit Owner who has obtained his title by a gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owner as the Association may require and a copy of the instrument evidencing the owner's title.

(4) FAILURE TO GIVE NOTICE. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

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(5) BONA FIDE OFFER. A 'bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

b. CERTIFICATE OF APPROVAL.

(1) TRANSFER FEE. There may be a transfer fee, as established and charged in the Association, for the approval procedures set forth in this Paragraph 12, subject to F.S. 718.112(2)(i), Laws of 1984 and as thereafter amended.

(2) SALE OR LEASE. If the proposed transaction is a sale or lease, then within ten (10) days after receipt of the notice and information concerning the proposed purchaser or lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate, the form of which shall be approved by the directors and executed by the President or Vice President of the Association, and which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in a similar manner and delivered to the lessor. The liability of the Unit Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

(3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within ten (10) days after receipt of the notice and information required to be furnished concerning such owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership by the Unit. If approved, the approval shall be stated in a certificate executed by the Association, and which shall be recorded in the Public Records as hereinabove provided.

(4) APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a Unit is a Corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be Occupants of the Unit be approved by the Association and that the principals of the Corporation or entity shall guarantee the performance by the corporation of the provisions of this instrument, and execute either a copy thereof or a certificate to that effect.

12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

a. NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval of the Association and the transaction shall not be consummated.

b. SALE OR LEASE--REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Unit Owner a bona fide

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agreement to purchase or rent the Unit by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Unit Owner must sell or lease the Unit upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or lease.

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Unit Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

c. GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the Unit Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sales price.

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Paragraph 12.3b(3) shall apply.

12.4 MORTGAGE. No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association except to an Institutional Mortgagee, or to a vendor to secure a portion or all of the purchase price.

12.5 EXCEPTIONS; PROVISO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or transfer by an Institutional Mortgagee or its nominee that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.

a. PROVISO. Should an Institutional Mortgagee or its nominee acquire title to a Unit as hereinabove provided, such Institutional Mortgagee or nominee shall immediately

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thereafter notify the Association of such fact. The failure of such a Mortgagee to so notify the Association shall not affect the validity of any deed to or by such Mortgagee nor make the conveyance subject to approval by the Association. The purchase from an Institutional Mortgagee or its nominee shall not be subject to approval by the Association as provided in this Article 12.

b. PROVISO. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Paragraph 12.3c, and all of the provisions of this instrument.

12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a Condominium Unit to transfer to transferee all the Condominium Documents originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.

12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.

12.8 PROVISO. No certificate of approval shall be issued by the Association, as provided in this Paragraph 12 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.

12.9 INAPPLICABILITY TO SPONSOR. None of the provisions of this Paragraph 12 shall apply to any Unit owned, initially or reacquired, by the Sponsor or any corporation that is a parent, affiliate or subsidiary of the Sponsor and said firms may sell or lease any such Units as it deems fit.

12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses; nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., life-estate deed, joint tenancy with children, etc.) However, they shall govern at the time that any previously unapproved party takes possession.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The Association, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving any person pursuant to this Paragraph 12, or for the method or manner of conducting the investigation. The Association, its agents or employees shall never be required to specify any reason for disapproval.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by F.S. 718.111(9) and the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as

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to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. All Institutional Mortgagees which hold first mortgages on Units totalling more than $1,000,000.00 shall, if they so request, have the right to reasonably approve the policies and the amount of insurance thereof. In the event the Association fails or refuses to provide the insurance herein provided, said Institutional Mortgagees shall have the right to pay for same and be subrogated to the lien rights of the Association as herein provided against all the Units in order to recover any such payments. All insurance policies required hereunder should require the insurer to notify the Association and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

13.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The building and all other insurable improvements upon the Land, including all of the Units as originally constructed, furnished and equipped by Sponsor, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to 100% of the current replacement value thereof (exclusive of land excavations and foundations and other items that are usually excluded from insurance coverage) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to condominiums similar to this, including the standard "all risk" endorsement, where such is available. Special Endorsements for the following, shall also be obtained if reasonably available: "Agreed Amount", "Inflation Guard Endorsement", "Special Condominium Endorsement", and construction code endorsements if there is an applicable construction code provision that requires changes to undamaged portions of the buildings even when only part of the condominium is destroyed by an insured hazard. The policy must also contain the standard mortgage clause.

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits, for a single occurrence, of not less than $1,000,000.00 for bodily injury or death, and not less than $1,000,000.00 for property

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damage. The liability insurance should provide coverage for bodily injury and property damage that results from the operation, maintenance or use of the Condominium's common areas; and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

c. Workmen's compensation policies shall be obtained to meet the requirements of law.

d. Blanket fidelity bonds for all persons handling or responsible for funds of or administered by the Association. The fidelity bond should cover the maximum funds that will be in custody of the Association or the management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three months' assessments on all Units in the Condominium, plus the Association's reserve funds.

e. If any part of the Condominium is in a special flood hazard area, as defined by the Federal Emergency Management Agency, then a "master" or "blanket" policy of flood insurance on the condominium buildings and any other property covered by the required form of policy, in an amount deemed appropriate, but not less than the following: The lesser of: (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Condominium located within the designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property.

f. The Association shall, if available, at the Association's expense, purchase officers' and directors' liability insurance and shall cause the officers and directors of the Association, from time to time serving, to be named insureds.

g. Such other insurance as the Board of the Association may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a financial institution doing business in Palm Beach County which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Mortgagee holding the greatest dollar amount of first mortgages on the Units. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

b. Proceeds on account of damage to the Unit shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE DAMAGE IS TO BE RESTORED: For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered

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by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustees the appropriate proportions, each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) TOTAL DESTRUCTION OF A BUILDING WHEN THE DAMAGE IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building, the share of each being in the same proportion as the Unit Owners' undivided share in the Common Elements which is appurtenant to his Unit compared with the other Unit Owners in the destroyed building. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear.

13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

a. If the damaged improvements for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association, except as otherwise provided in Paragraph 13.13d.

b. If it is determined that the damaged improvement for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners for whom it is being held and their mortgagees as their interests may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty, the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is only to a Common Element, the damaged property shall be reconstructed.

b. DAMAGE TO UNITS.

(1) If the damage is to Units and if Units to which 60% or more of the Common Elements are appurtenant are found by the Board of Directors to be untenantable, then the damaged property will not be reconstructed, and the condominium will be terminated (without agreement as elsewhere provided), unless within sixty (60) days after the casualty Unit Owners owning 75% or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the

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foregoing, if the damages could be repaired for $100,000.00 or less, the property shall be reconstructed.

(2) If the damage is to Units, but Units to which more than 40% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the reconstruction shall be determined on a building-by-building basis as follows:

(i) If Units in a particular building which represent 50% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all Units in said building agree in writing not to reconstruct, in which event the Units in that building shall be removed from the Condominium (without agreement) pursuant to Paragraph 13.16 and 13.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for $50,000.00 or less, the property will be reconstructed.

(ii) If Units in a particular building which represent more than 50% of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenantable, then said damaged building will not be reconstructed and the Units in the building will be removed from the Condominium (without agreement) as provided in Paragraph 13.16 and 13.17 hereof, unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction, provided, however, that notwithstanding the fact the required number of Units are untenantable, if such property may be reconstructed for $50,000.00 or less, the property shall be reconstructed.

c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

13.9 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes.

13.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to reconstruct. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by

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the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units or Common Elements shall be in the same proportion as their ownership interest in the Common Elements.

13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than $25,000.00, and is the responsibility of the Association, the construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than $25,000.00 and is the responsibility of the Association, then the reconstruction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialmen's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment

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of all costs of reconstruction, said balance shall be distributed to the Association, provided, however, if special assessments were made under Paragraph 13.12 hereof, then all or a part of said balance shall be returned to the Unit Owners paying said assessment, prorata, according to the amount each paid, up to the full amount each paid, then to the Association.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued concerning any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the Unit is not to be reconstructed. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association or owners in a particular building is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

13.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole prorata expense of the Unit Owners who own Units in said building. The expenses thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

13.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 13.8 hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building, on account of casualty to said building, shall be contingent upon such Unit Owners conveying by Quit-Claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgagees thereof executing Satisfactions of Mortgages, in recordable form, for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which was not restored, and in order to collect said Common Elements attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining

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Unit Owners according to their percentage of Common Expenses equals said actual expenses and assessments.

14. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The Association shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the ownership of the Common Elements without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall be a Common Expense. Sponsor's liability shall be as specified in Paragraph 7 hereof.

14.3 PAYMENT. The assessment levied against the Unit Owner and his Unit shall be payable in such installments, and at such times as may be determined by the Board of Directors of the Association.

14.4 SPECIAL ASSESSMENTS. In addition to the regular annual assessment, Unit Owners shall be obligated to pay any special assessments as may be levied by the Board of Directors against Units as a result of (a) extraordinary items of expense or in the event of emergencies; (b) if the annual assessments levied are, or may be proved to be, insufficient to pay the costs of operation and management of the Condominium; (c) such other reason or basis determined by the Board of Directors which is not inconsistent with the terms of the Declaration and Exhibits thereto, or the Condominium Act. Written notice of such assessment and the use of the funds thereof shall comply with the provisions of Section 718.116(9), Laws of 1984, and as thereafter amended.

14.5 RESERVES.

a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund in compliance with Florida Statutes 718.112(2)(j), Laws of 1984, and as thereafter amended unless waived as therein provided.

b. OPERATING RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payments of assessment by Unit Owners or as a result of emergencies.

14.6 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expenses of operating and managing the Condominium Property, or to the proper undertaking of all acts

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and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be commingled with other monies held by the Association. All assessments received by the Association shall be for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means the Association shall not be required to account to such Owner of any share of the funds or assets of the Association.

14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and costs.

14.8 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Units for which the assessments are made or in any other manner.

14.9 LIEN. The Association is hereby granted a lien upon each Condominium Unit, which lien shall secure the payment of monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.10 PROVISO. When an Institutional Mortgagee of a first mortgage of record, or other purchaser of a Unit, obtains title to the Unit by a purchase at the public sale resulting from said Institutional Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or, as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a

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result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit Owners of any nature, including, without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.

14.11 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.12 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage or by deed in lieu thereof, including without limitation, persons acquiring title by operation of law, shall be obligated for all unpaid assessments and all court costs and attorneys' fees, if any, incurred on account thereof and due and owing by the former Unit Owner.

14.13 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.14 LIENS--MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121--LIENS) the Condominium Act.

14.15 BOCA TEECA COUNTRY CLUB MEMBERSHIP FEES. The Condominium Property is subject to the "Restrictions and Covenants Running With the Land" as recorded in Official Records Book 4805, Page 809, Public Records of Palm Beach County, Florida. Pursuant thereto, each Unit Owner shall become a Social Member of the Boca Teeca Country Club and shall be entitled to use of the Recreational Building and Tennis Courts located at the Country Club. Each Unit Owner is required to pay a Social Membership Fee of $31.00 per month, and the foregoing payments shall be collected by the Association and be remitted to the Owner of the Boca Teeca Country Club. The Agreement further provides that the faithful performance of the Association's obligations and that of each Unit Owner to pay the membership fee shall be secured by the pledge of each Condominium Parcel to secure the payment of that portion of the Common Expenses attributable to the membership fee for the specific Condominium parcel. By that instrument, each Unit Owner pledges all of his right, title and interest in his Condominium parcel to BOCA TEECA CORP. of that portion of the Common Expenses collected by the Association representing his membership fee. Each Unit Owner, by taking title to a Condominium parcel in this Condominium,

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agrees to execute a pledge agreement on a form required by the Developer in order to confirm the pledge described in this Paragraph. By the purchase of a Condominium parcel and acceptance of the Deed thereto, each Unit Owner agrees to be bound by and to perform each and every of the terms, conditions, and covenants imposed upon the Association in the Social Membership Agreement described in the first sentence hereof.

In the event title to any Condominium Unit or parcel is acquired by an institutional mortgagee through foreclosure or deed in lieu of foreclosure, the institutional mortgagee shall have no obligation to pay the membership fee or the portion of Common Expenses attributable thereto. However, when the institutional mortgagee divests itself of title, all of the terms and conditions of the foregoing paragraph shall apply and each subsequent Unit Owner shall be liable as provided therein.

15. TERMINATION. The Condominium may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined because of the circumstances and in the manner provided in Paragraph 13.8b(1) hereof that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the Owners of not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have the option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.

b. PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court or competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

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d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

15.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).

15.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Limited Common Elements shall be extinguished by virtue of the termination of the Condominium.

15.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Unit.

15.7 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.

16. AMENDMENT. Except as prohibited by F.S. 718.403 or as herein or elsewhere provided, this Declaration may be amended in the following manner and in accordance with the requirements of F.S. 718.110(1):

16.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either a 51% vote of the entire Board of Directors of the Association, or by a 40% vote of the members at a duly called and noticed meeting. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. Not less than 51% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or,

b. Not less than 75% of the votes of the entire membership of the Association; or,

c. Until the first election of a majority of the directors by the membership other than Sponsor as provided for in Article VIII of the Articles of Incorporation, by fifty-one percent (51%) of the directors.

16.3 OMISSION OR ERROR. Pursuant to Section 718.304,

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F.S., whenever it shall appear that there is an omission or error in the Condominium Documents, the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Documents may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board and shall become effective when unanimously approved by the entire Board. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded.

16.4 PROVISO.

a. Except as otherwise provided in this document, no amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.

17. REMEDIES.

17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Documents as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the Managing Agent, if any, Sponsor, or if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Documents shall or may constitute an injury to the Association, the managing agent, if any, Sponsor or the other Unit Owners, and that such injury may be irreparable.

17.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Instrument or its Exhibits, the Association, the Managing Agent, if any, or the Sponsor, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. In any action by or against Sponsor, where Sponsor is the prevailing party, arising out of or concerning the Condominium Documents or Sponsor's obligations thereunder, Sponsor shall be entitled to recover all costs of the proceedings, including reasonable attorneys' fees at all levels including the trial and appellate level.

17.3 NO WAIVER. The failure of Association, the Managing Agent, if any, a Unit Owner, or the Sponsor to enforce any right, provision, covenant, or condition created or granted by the Condominium Documents shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

17.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the Managing Agent, if any, Sponsor, or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute

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an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

17.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Courts of Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Sponsor, do further waive the right to trial by jury and consent to a trial by the court without a jury.

17.6 APPOINTMENT OF AGENT; PROVISO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium, if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Sponsor.

18. MISCELLANEOUS RIGHTS OF SPONSOR.

18.1 CONFLICT OF INTERESTS. No representative of the Sponsor serving on the Board of Directors of the Association shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the Sponsor, or Managing Agent, if any, and the Association where Sponsor, or Managing Agent, if any, may have a pecuniary or other interest. Sponsor, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease or other matter where Sponsor may have a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

18.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right, in perpetutity, to use, occupy or lease any unsold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office, as rental unit, or for any other purpose. Until the Developer has conveyed the last Unit in other condominiums, in the general area developed by Developer, the Developer shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration or Exhibits attached hereto.

19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association. Notices to the Sponsor shall be made by registered mail to Sponsor at 5901 N. W. 2nd Avenue, Boca Raton, Florida.

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20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters.

21. GENDER. Unless the contrary appears to have been intended, words in the plural number, shall include the singular, and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

22. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

23. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

24. ASSIGNMENT. The Sponsor may, upon conveyance of all or a portion of the Units it owns, prior or subsequent to any such conveyance, designate the grantee thereof as a successor developer or Sponsor who shall then be deemed to have all rights granted or reserved to Sponsor herein.

25. SPONSOR'S MORTGAGE. Any person or entity which holds a mortgage executed by Sponsor, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be an Institutional Mortgagee for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.

26. FNMA REQUIREMENTS.

26.1 No amendment or change to the Declaration or any exhibits thereto shall be effective to affect or impair the validity or priority of a mortgage held by an Institutional Mortgagee or to affect or impair the rights of any Institutional Mortgagee granted in the Declaration or the Exhibits thereto, without the prior written consent of the Institutional Mortgagee so affected.

26.2 Unless 2/3 of the Institutional Mortgagees with mortgages or Unit Owners give their consent, the Association shall not:

(a) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Unit Owner;

(c) by act or omission, change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and

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maintenance of Units and the Common Elements;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Element losses, other than for the repair, replacement, or reconstruction of such Condominium Property.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Elements, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

26.3 NO PRIORITY. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

26.4 NOTICE TO ASSOCIATION. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

26.5 AMENDMENT BY BOARD. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently deleteany of their respective requirements which previously necessitated the inclusion of a provision in this Declaration or render the terms of any such provision less stringent, the Board, without the approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

26.6 TERMINATION OF PHASING. If the Sponsor elects to terminate the plan of phasing described in Paragraphs 3.2-3.4 of this Declaration, there shall exist an easement in favor of subsequent title holders of the undeclared property, their successors and assigns, over that portion of the Common Elements which provides access for ingress and egress purposes. Should the Sponsor or subsequent titleholder construct and develop other residential buildings on the property described in Exhibit I of this Declaration, this non-exclusive easement shall exist in favor of the owners of such other residential buildings over the roads and walkways of the Condominium for pedestrian and vehicular traffic to permit such Unit Owners ingress and egress over the roadways and other Common Elements of the Condominium. There also shall exist an easement for water, sewer, electric and any other utilities or services necessary for such other residential buildings. The owners of such residential buildings shall have a non-exclusive easement over the Recreational Facilities and all Common Elements of the Condominium and shall have the right to use such facilities, subject to the rules and regulations of the Condominium. The Association shall have the right to assess any such other owners a proportionate share of the expenses incurred for the use of the roadways, recreational facilities and other common areas of the Condominium. Such expenses shall include, but

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not be limited to, the maintenance, repair and replacement of such facilities (i.e., tables and chairs), and the cost of all insurance associated with the operation of such facilities. The Association also shall have the right to assess any such other owners a proportionate share of any reserves created for the purpose of repairing and replacing such facilities.

26.7 Upon written request to the Association, identifying the name and address of the Institutional Mortgagee, or insurer or guarantor thereof and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; (b) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration on this 8 day of ~~November~~ February, 1989.

Signed, Sealed and Delivered in the Presence of:

SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation

Maria Castelleiro

By: _____ (SEAL)
Its President

Patricia Rodrigues

(CORPORATE SEAL)

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STATE OF FLORIDA)

COUNTY OF DADE)

ORB 6653 Ps 508

BEFORE ME, the undersigned authority personally appeared STEVEN WHITEHILL, to me known to be the person described in and who executed the foregoing instrument as President of SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such Officer of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at North Miami, Florida, this 8 day of ~~November~~ February, 1989.

Patricia Caldeira
NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. JAN 24,1991 BONDED THRU GENERAL INS. UND.

(NOTARIAL IMPRESSION SEAL)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above-named Condominium Association, a Florida corporation not for profit, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 8 day of ~~November~~ February, 1989.

Signed, Sealed and Delivered in the Presence of:

Maria Castellanos

Patricia Caldeira

SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM

By: _____ (SEAL)
President

ATTEST: _____ (SEAL)
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF DADE)

BEFORE ME, the undersigned authority personally appeared Steven Whitehill and Henry Whitehill, to me well known to be the persons described in and who executed the foregoing instrument as — President and — Secretary, respectively, of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, a Florida corporation not for profit, and they acknowledged before me that they executed such instrument as such Officers of said corporation, and that said instrument is the first act and deed of said corporation.

WITNESS my hand and official seal, at North Miami, this 8 day of ~~November~~ February, 1989.

Patricia Caldeira
NOTARY PUBLIC

My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. JAN 24,1991 BONDED THRU GENERAL INS. UND.

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JOINDER OF MORTGAGEE
IN DECLARATION OF CONDOMINIUM OR 6653 Ps 509
OF
SAN DE VANCE GOLF & TENNIS CLUB NO. 1

AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA, the owner and holder of a mortgage encumbering the land described on Exhibit "1" attached to the Declaration of Condominium of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, a Condominium, according to the Declaration to which this Joinder is attached, which mortgage was recorded in O.R. Book 5738, at Page 1312, as amended by instruments recorded in O.R. Book 5780, at Page 1571, and O.R. Book 6078, Page 414 of the Public Records of Palm Beach County, Florida, (collectively the "Mortgage"), hereby consents to the execution and recordation of, and joins in the said Declaration and agrees that the lien of its Mortgage, to the extent of the encumbrance upon the land described in Exhibit "1" attached to the Declaration of Condominium, shall be upon all of the condominium units of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, a Condominium, according to the Declaration thereof, together with all of the interest, rights and appurtenances thereto, including but not limited to, any common elements appurtenant to the condominium units so encumbered and to the undivided shares of the common elements of the Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage held by AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided, it being specifically understood that the Mortgage shall continue to be a lien upon all of the "Mortgaged Property" (as defined in the Mortgage) not submitted to the Declaration of Condominium, as well as upon all of the condominium units and the limited and common elements of the Condominium.

In consenting to the execution and recordation of the Declaration, as evidenced by this Joinder, AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA,* does not undertake or assume the obligations or responsibilities of SAN DE VANCE GOLF AND TENNIS, INC., or anyone else under the Declaration or of any owner of a condominium unit.

THIS INSTRUMENT is executed by the undersigned for the purpose of complying with and pursuant to, Fla.Stat. 718.104(4)(m).

EXECUTED this 5 day of September, 1990.

Witnesses:

AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA

By _____
Sr Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

THE FOREGOING JOINDER OF MORTGAGEE in Declaration of Condominium of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, a Condominium was acknowledged before me this 5th day of September 1990, by Arthur P. Cole II as Senior Vice President of AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA,* on behalf of the said AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA.

_____
Notary Public State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR.22,1994
BONDED THRU GENERAL INS. UND.

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*a Florida corporation

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

Legal Description Of Phase I,
Recreation Facilities And Ingress And Egress Easement

(Land Submitted To Condominium Ownership Herewith)

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

EXHIBIT "1"
-50-

OR 6653 Pg 510

Sheet 1 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION:

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 1 AND RECREATION FACILITIES)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 250.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 5; THENCE, SOUTH 89°42'01" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 274.50 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 233.57 FEET; THENCE, NORTH 74°25'06" WEST, A DISTANCE OF 44.05 FEET; THENCE, NORTH 00°17'59" WEST, A DISTANCE OF 69.37 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 316.87 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°11'23" WEST, ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 465.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 100.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 86.17 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 47.18 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 25.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 81.82 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 87.06 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 114.33 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID BLOCK 5; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.)

CONTAINING: 150136 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

ORB 6653 Pg 511

Sheet 2 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, PHASE 1, 25 FOOT INGRESS & EGRESS EASEMENT)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, SAID BLOCK 5; THENCE, SOUTH 89°42'01" WEST, ALONG THE NORTH LINE OF SAID BLOCK 5, A DISTANCE OF 316.67 FEET; THENCE, SOUTH 00°17'59" EAST, DEPARTING THE NORTH LINE OF SAID BLOCK 5, A DISTANCE OF 69.37 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 74°25'03" EAST, A DISTANCE OF 44.05 FEET; THENCE, SOUTH 71°00'00" WEST., A DISTANCE OF 169.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1012.50 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°00'00", A DISTANCE OF 88.36 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 76°00'00" WEST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 762.50 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°23'00", A DISTANCE OF 138.18 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 86°23'00" WEST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°23'00", DISTANCE OF 99.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET; THENCE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°42'00", A DISTANCE OF 110.76 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 89°42'00" WEST, A DISTANCE OF 251.83 FEET; THENCE, NORTH 00°18'00" WEST, A DISTANCE OF 21.00 FEET; THENCE, NORTH 89°42'00" EAST TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°42'00", A DISTANCE OF 103.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°23'00", A DISTANCE OF 105.11 FEET TO THE END OF SAID CURVE; THENCE, NORTH 86°23'00" EAST, A DISTANCE OF 97.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 737.50 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°23'00", A DISTANCE OF 133.65 FEET TO THE END OF SAID CURVE; THENCE, NORTH 76°00'00" EAST, A DISTANCE OF 207.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 987.50 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'00", A DISTANCE OF 86.18 FEET TO THE END OF SAID CURVE; THENCE, NORTH 71°00'00" EAST, A DISTANCE OF 133.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 28,509 SQUARE FEET, MOR OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

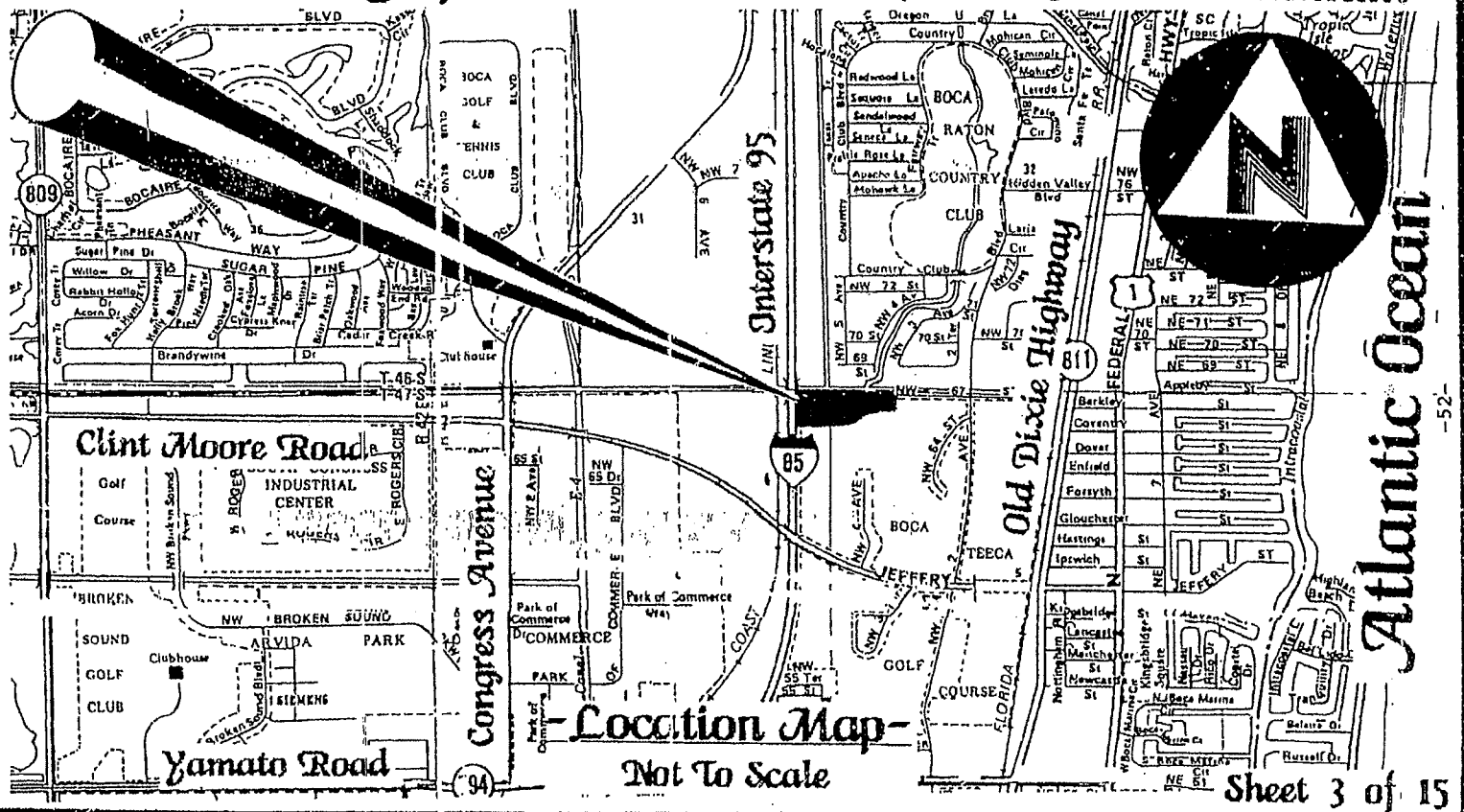
OR 6653 Pg 512

All Improvements Shown Hereon Are Proposed

ORB 6653 Pg 513

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

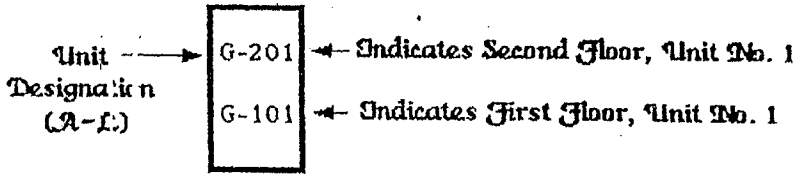
Surveyor's Notes :

Special notes specific to the location of the Condominium units and location of the common and limited common elements for all units.

1. San De Vance Golf & Tennis Club No. 1, A Condominium, is being submitted to the Condominium Act by this declaration of Condominium, accordingly, dimensions and locations of improvements are given on an "as built" basis.
2. The elevation of the Benchmark, floor, and ceiling are expressed in National Geodetic Vertical Datum (N.G.V.D.), where 0.00 feet is equal to Mean Sea Level, and are delineated in feet and decimal parts thereof.
3. All interior angles of the Condominium units are 90° 00' 00", unless otherwise noted.
4. All wall thicknesses are 0.80 feet, unless otherwise noted.

Legend :

- ——— = Indicates the boundary of a Condominium unit.
- - - - - = Indicates a common element.
- ▨ = Indicates a limited common element.



Typical Unit Designation

Scale: 1"=40'

ORB 6653 Pg 514-53-

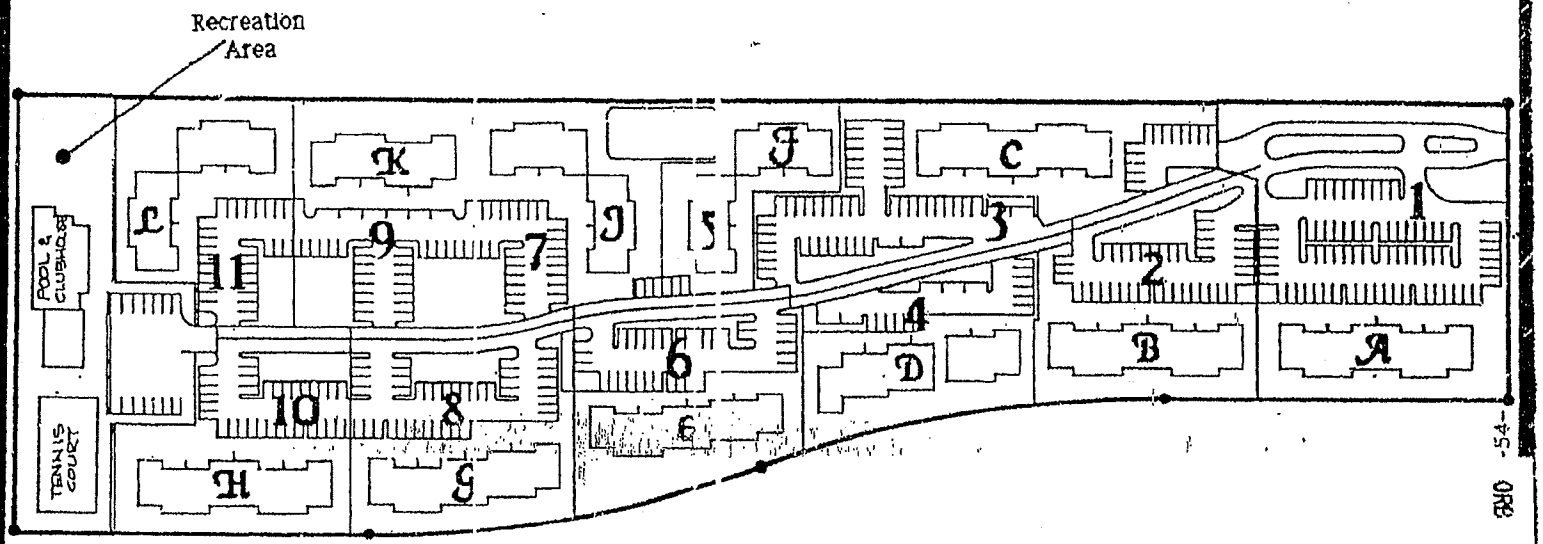
Sheet 4 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



0' 150' 300' 600'

Graphic Scale In Feet 1"=150'

-Site Plan-

Sheet 5 of 15

ORB 6653 Pg 515 -54-

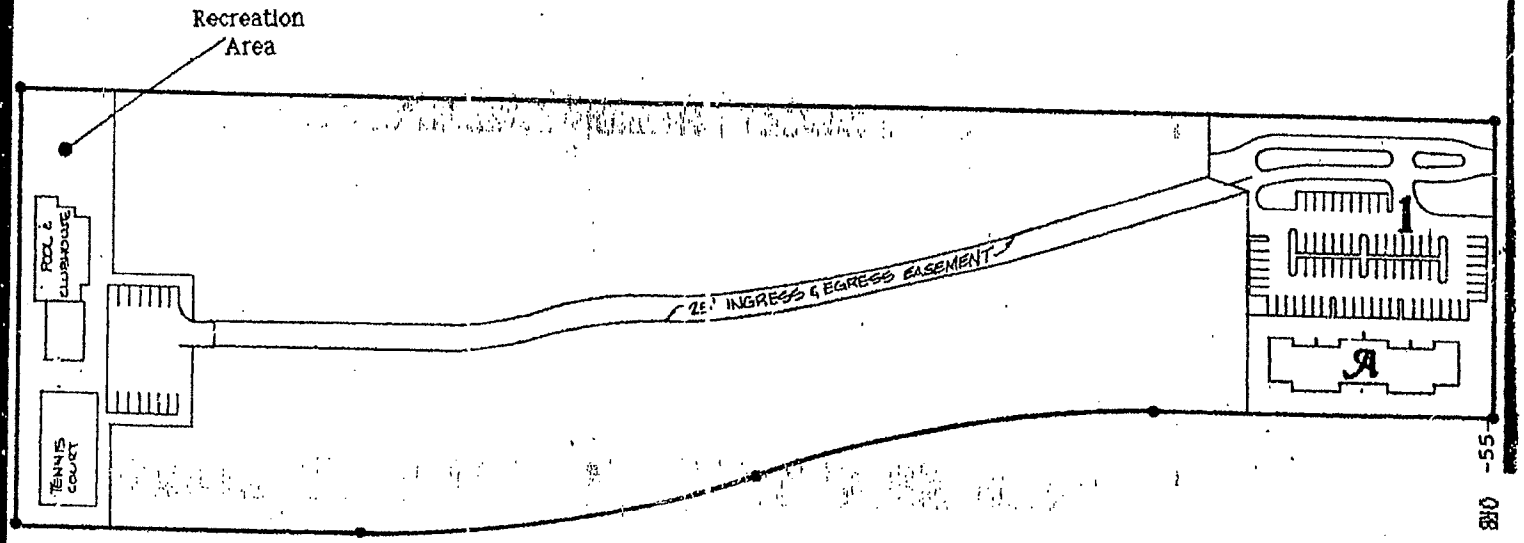
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



N

0' 150' 300' 600'

Graphic Scale In Feet 1"=150'

-Site Plan-

Sheet 6 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

55-088 6653 Pg 516

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 1 , are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D., 19

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

ORB 6653 Ps 517 -96-

Sheet 7 of 15

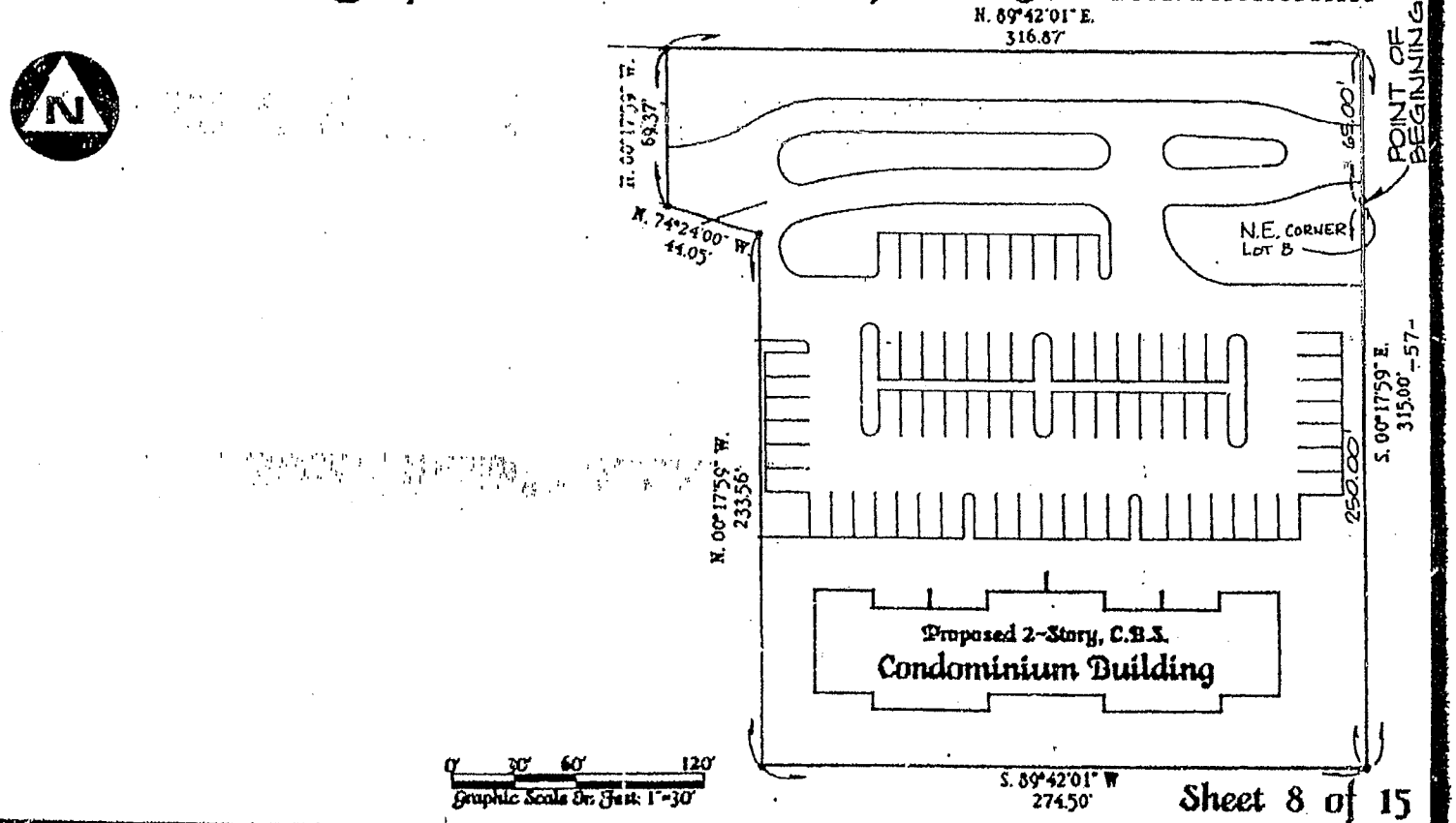
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 518

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 8 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 1)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Beginning at the Northeast corner of Lot 8, said Block 5; Thence, South 00°17'59" East, a distance of 250.00 feet to the Southeast corner of said Lot 8, Block 5; Thence, South 89°42'01" West, along the Southerly boundary of said Block 5, a distance of 274.50 feet; Thence, North 00°17'59" West, a distance of 233.56 feet; Thence, North 44°24'00" West, a distance of 44.05 feet; Thence, North 00°17'59" West, a distance of 69.37 feet; Thence, North 89°42'01" East, a distance of 316.87 feet; Thence, South 00°17'59" East, a distance of 65.00 feet to the point of beginning (P.O.B.)

Containing 89662 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

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ORB 6653 Pg 519

Sheet 9 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

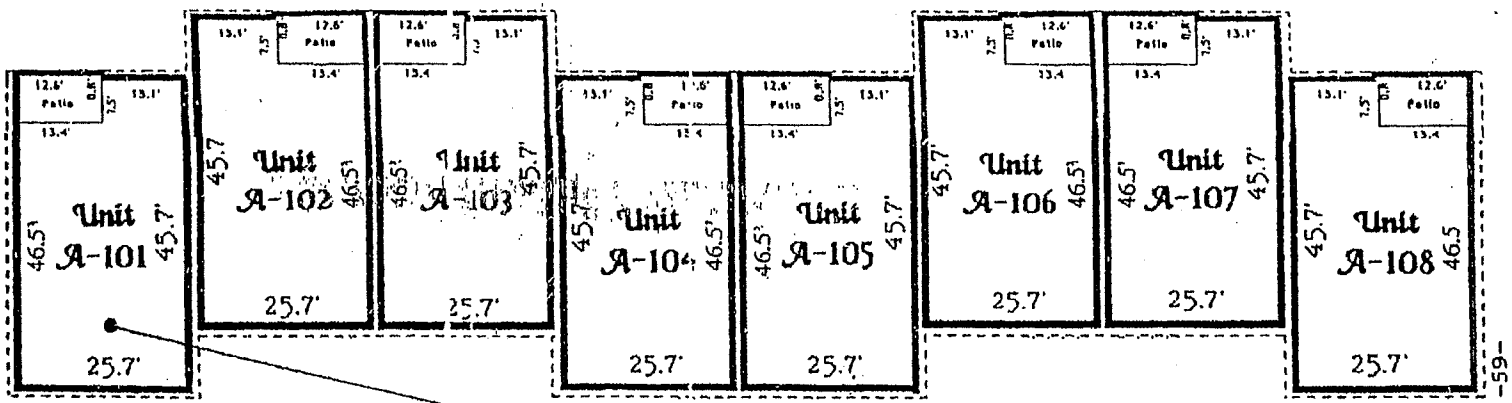
All Improvements Shown Hereon Are Proposed

P-6508

ORB 6653 Pg 520

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Special Note Affecting Unit A-101 Only:

The maximum size for the Concrete Slab for Unit A-101 is 15'x20 feet

N

Building A
First Floor

0' 20' 40' 80'

Graphic Scale On Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 10 of 15

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Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

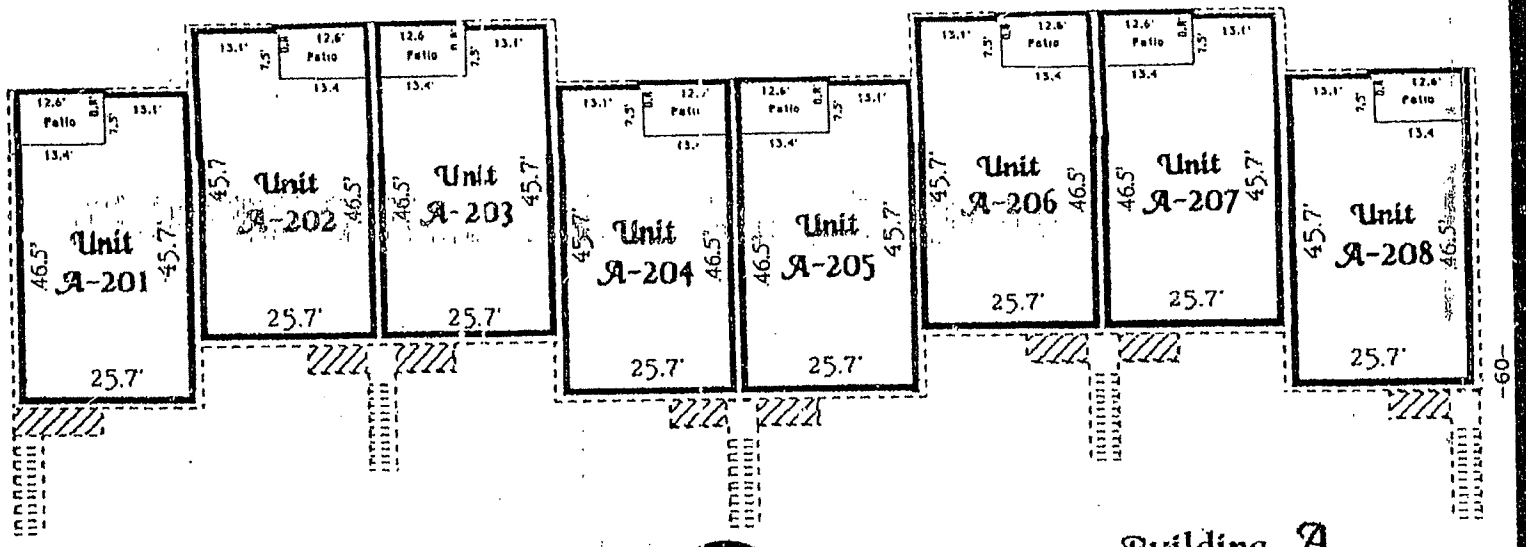
All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 521

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building A
Second Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 11 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification :

State of Florida)
ss
County of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says as following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424 .

2. That the construction of the improvements to comprise San De Vance Golf & Tennis Club No. 1, a Condominium, Recreation Facility, including, but not limited to, landscaping, utility services, access to units, and common element facilities, is substantially complete so that the materials which comprise this Exhibit No. 1 to the Declaration of Condominium of San De Vance Golf & Tennis Club No. 1, , a Condominium, Recreation Facility, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of said Condominium and each unit of the Condominium can be determined from said materials.

Further affiant sayeth naught :

Sworn to, and subscribed before me
this _____ day of
_____ A.D.,

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

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ORB 6653 Pg 522

Sheet 12 of 15

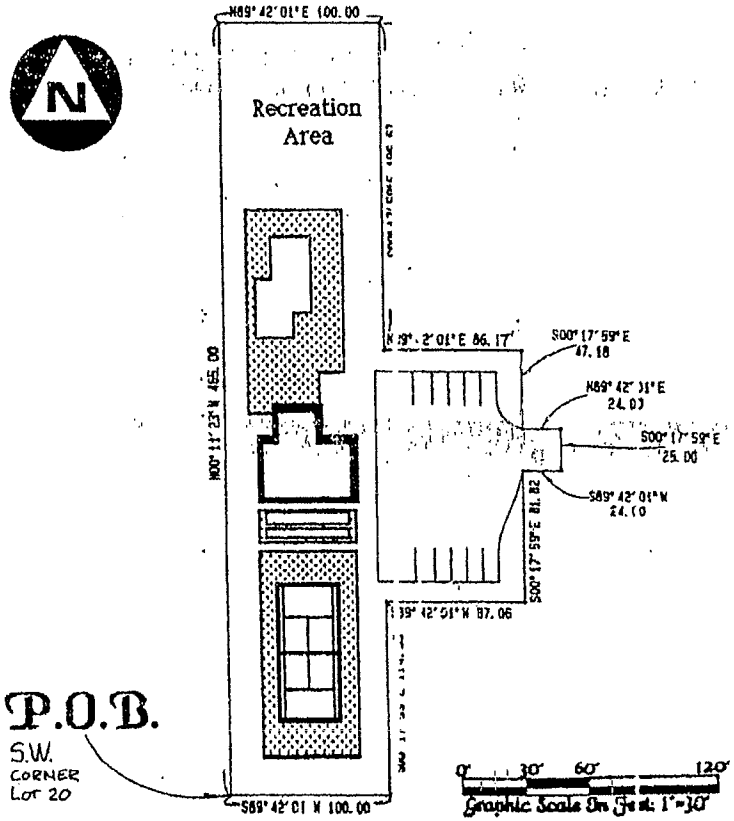
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 523

Exhibit "1" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



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Sheet 13 of 15

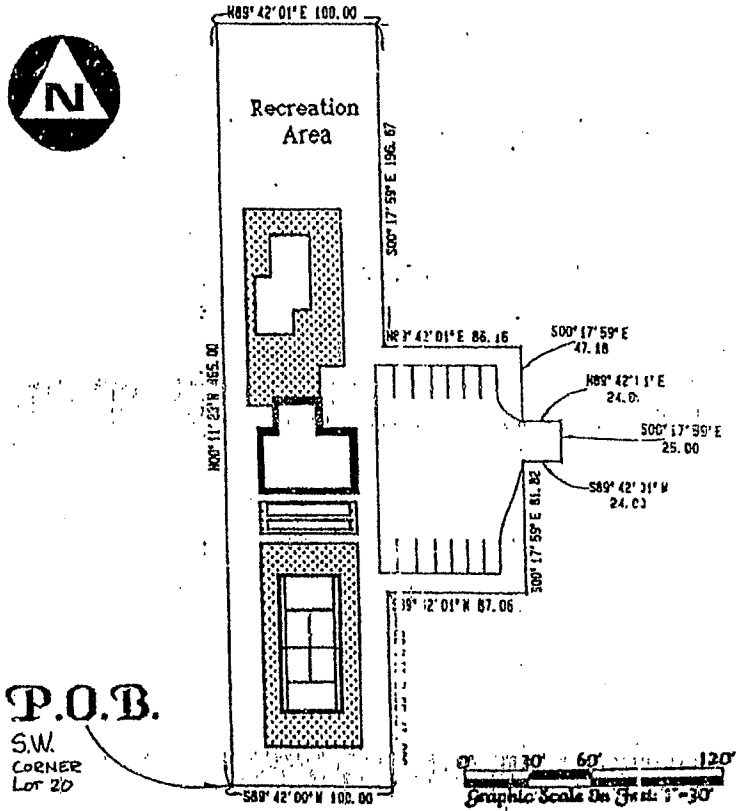
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 524

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 13 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

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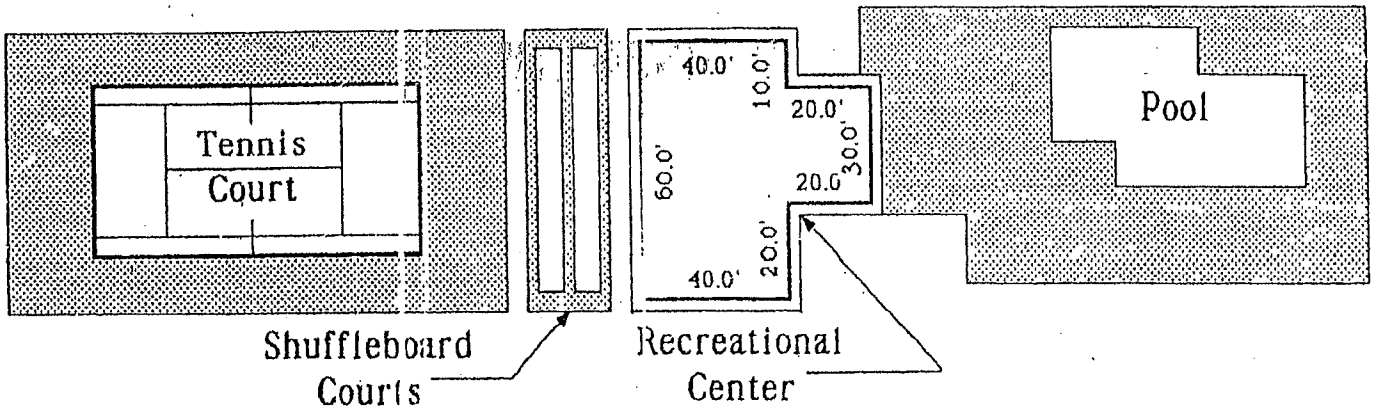
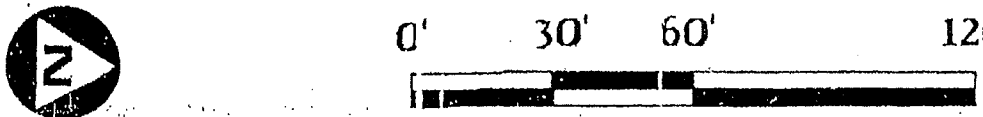
ORB 6653 Pg 525

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Recreational Facility Common Elements





Graphic Scale In Feet: 1"=30'

Sheet 14 of 15

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Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

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

Exhibit "4" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

LEGAL DESCRIPTION

(SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, RECREATION FACILITY)

A PARCEL OF LAND LYING IN BLOCK 5, BOCA TEECA SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 233 THROUGH 236, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, BLOCK 5, SAID BOCA TEECA SECTION 5; THENCE, NORTH 00°11'23" WEST, ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 5, A DISTANCE OF 465.00 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 100.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 196.67 FEET; THENCE, NORTH 89°42'01" EAST A DISTANCE OF 36.16 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 47.18 FEET; THENCE, NORTH 89°42'01" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF DISTANCE OF 25.00 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 81.82 FEET; THENCE, SOUTH 89°42'01" WEST, A DISTANCE OF 87.06 FEET; THENCE, SOUTH 00°17'59" EAST, A DISTANCE OF 114.33 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID BLOCK 5; THENCE, SOUTH 89°42'00" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING: 60531 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

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Sheet 15 of 15

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6508

**SAN DE VANCE GOLF & TENNIS CLUB NO. 1,
A CONDOMINIUM**

IF ALL OF THE PROPOSED PHASES ARE CONSTRUCTED EACH UNIT WILL HAVE 5813953488% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASE 1 IS CONSTRUCTED EACH UNIT WILL HAVE 6.25% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1 AND 2 ARE CONSTRUCTED EACH UNIT WILL HAVE 3.125% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1, 2 AND 3 ARE CONSTRUCTED EACH UNIT WILL HAVE 2.0833333% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1,2,3 AND 4 ARE CONSTRUCTED EACH UNIT WILL HAVE 1.5625% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1,2,3,4 AND 5 ARE CONSTRUCTED EACH UNIT WILL HAVE 1.25% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1,2,3,4,5 AND 6 ARE CONSTRUCTED EACH UNIT WILL HAVE 1.041666667% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1,2,3,4,5,6, AND 7 ARE CONSTRUCTED EACH UNIT WILL HAVE .89285714295 PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1,2,3,4,5,6,7 AND 8 ARE CONSTRUCTED EACH UNIT WILL HAVE .78125% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1,2,3,4,5,6,7,8, AND 9 ARE CONSTRUCTED EACH UNIT WILL HAVE .7148571435% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

IF ONLY PHASES 1,2,3,4,5,6,7,8,9, AND 10 ARE CONSTRUCTED EACH UNIT WILL HAVE .641025641% PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AND COMMON SURPLUS.

EXHIBIT "2"

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1880 NORTHEAST 125TH STREET
NORTH MIAMI, FLORIDA 33181-0488
TEL (305) 893-6270

ESTIMATED OPERATING BUDGET

EXHIBIT "D"

SAN DE VANCE GOLF & TENNIS CLUB

A Condominium

First Year's Estimated Expenses Collected
Collected from Unit Owners by Assessments
(Based Upon 172 Units)

		Monthly	Annually
I.	Expenses for the Association and Condominium Collectible by Assessments		
a.	Administration of the Association:		
	(i) Accounting	$ 172.00	$ 2,064.00
	(ii) Legal	172.00	2,064.00
b.	Management fees	1,104.00	13,248.00
c.	Maintenance:		
	(i) Clubhouse	344.00	4,128.00
	(ii) Sprinkler System	516.00	6,172.00
	(iii) Landscape Service	1,720.00	20,640.00
	(iv) Pool Service	344.00	4,128.00
	(v) Street Maintenance	172.00	2,064.00
	(vi) Trash Compacting and Removal	1,548.00	18,576.00
	(vii) Tennis and Shuffleboard Maintenance	344.00	4,128.00
d.	Taxes Upon Association Property	860.00	10,320.00
e.	Taxes Upon Leased Areas	-0-	-0-
f.	Insurance	1,548.00	18,576.00
g.	Security Provisions	344.00	4,128.00
h.	Other Expenses:		
	(i) Public Utilities	2,580.00	30,960.00
	(ii) Pool Electric	258.00	3,096.00
	(iii) Miscellaneous Water and Sewer	43.00	516.00
	(iv) Tennis and Suffleboard	516.00	6,192.00
	(v) Sprinkler Electric	860.00	10,320.00
	(vi) Rec Pest Control Service	172.00	2,064.00
	(vii) Miscellaneous	172.00	2,064.00
	(viii) Contingencies	172.00	2,064.00
i.	Operating Capital		
j.	Reserves:		
	(i) Roof Replacement	860.00	10,320.00
	(ii) Road	344.00	4,128.00
	(iii) Printing	645.00	7,740.00
	(iv) Pool	86.00	1,032.00
	(v) Putting Green	17.20	206.40
	(vi) Picnic	25.80	309.60
	(vii) Tennis	86.00	1,032.00
	(viii) Clubhouse Interior	43.00	516.00
	(ix) Street Lightbulbs, etc.	86.00	1,032.00
	(x) Building Reserve & Ammenities	344.00	4,128.00
	(xi) Sprinkler Reserve	172.00	2,064.00
	(xii) Landscaping	172.00	2,064.00
	(xiii) Miscellaneous	172.00	2,064.00
k.	Fees Payable to the Division	14.33	172.00
	TOTAL	$17,042.33	$ 204,508.00

SAN DE VANCE GOLF & TENNIS CLUB

A Condominium

First Year's Estimated Expenses Collected
Collected from Unit Owners by Assessments
(Based on Phase of 16 Units)

		Monthly	Annually
I.	Expenses for the Association and Condominium Collectible by Assessments		
a.	Administration of the Association:		
	(i) Accounting	$ 16.00	$ 192.00
	(ii) Legal	16.00	192.00
b.	Management fees	102.70	1,232.40
c.	Maintenance:		
	(i) Clubhouse	32.00	384.00
	(ii) Sprinkler System	48.00	576.00
	(iii) Landscape Service	160.00	1,920.00
	(iv) Pool Service	32.00	384.00
	(v) Street Maintenance	16.00	192.00
	(vi) Trash Compacting and Removal	144.00	1,728.00
	(vii) Tennis and Shuffleboard Maintenance	32.00	384.00
d.	Taxes Upon Association Property	80.00	960.00
e.	Taxes Upon Leased Areas	-0-	-0-
f.	Insurance	144.00	1,728.00
g.	Security Provisions	32.00	384.00
h.	Other Expenses:		
	(i) Public Utilities	240.00	2,880.00
	(ii) Pool Electric	24.00	288.00
	(iii) Miscellaneous Water and Sewer	4.00	48.00
	(iv) Tennis and Suffleboard	48.00	576.00
	(v) Sprinkler Electric	80.00	960.00
	(vi) Rec Pest Control Service	16.00	192.00
	(vii) Miscellaneous	16.00	192.00
	(viii) Contingencies	16.00	192.00
j.	Operating Capital		
k.	Reserves:		
	(i) Roof Replacement	80.00	960.00
	(ii) Road	32.00	384.00
	(iii) Printing	60.00	720.00
	(iv) Pool	8.00	96.00
	(v) Putting Green	1.60	19.20
	(vi) Picnic	2.40	28.80
	(vii) Tennis	8.00	96.00
	(viii) Clubhouse Interior	4.00	48.00
	(ix) Street Lightbulbs, etc.	8.00	96.00
	(x) Building Reserve & Ammenities	32.00	384.00
	(xi) Sprinkler Reserve	16.00	192.00
	(xii) Landscaping	16.00	192.00
	(xiii) Miscellaneous	16.00	192.00
l.	Fees Payable to the Division	1.33	15.96
	TOTAL	$ 1,584.03	$ 19,008.36

(First Year's Estimated Expenses Collected From Unit Owners by Assessments - Continued)

	Monthly	Annually
Summary:		
For All Units	$ 99.08	$ 1,188.96
II. Expenses for a Unit Owner Payable to Persons Other Than Association:		
a. Rent for the Unit, if Subject to a Lease.		N.A.
b. Rent Payable to Lessor Under Recreational Lease.		N.A.
c. BOCA TEECA Social Membership Fee for Each Unit Owner . .	$ 31.00	$ 372.00
III. Unit Owner's Combined Expenses of the Association and Social Membership Fee:		
For All Units	$ 130.08	$ 1,560.96

BUDGET NOTES

1. This is an estimated budget for 172 Units which is for illustration purposes only and should not be construed to guarantee that 172 Units will be constructed by Developer. This a phase condominium. The Developer has the sole right to determine how many residential phases will be constructed. For further description of the phases, please refer to the Prospectus.

2. The Developer has entered into a Maintenance Guarantee with each Purchaser, as set forth in Paragraph 4 of each Purchase Agreement. During the "Guarantee Period", as set forth in Paragraph 4, the monthly level of assessments for all original Unit Owners of this Condominium will be $99.08 per month, plus the Social Membership Fee of $31.00 per month. In accordance with Fla.Stat. 718.116(8), Developer is exempt from paying maintenance on unsold Units during this Guarantee Period.

CONTRACT FOR SALE OF REAL ESTATE

EXHIBIT "E"

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES SECTION 718.503, TO BE FURNISHED BY A DEVELOPER OR LESSEE.

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made by and between SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation ("Seller"), with offices at _____, _____, Florida _____, and Name:_____

Address:_____

_____Phone No. Bus: _____
(collectively called "Purchaser") Home: _____

1. PROPERTY. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to buy from Seller, for the purchase price and upon the terms and conditions stated herein, the property consisting of Condominium Unit No. _____, of Phase _____ (Building _____), of the proposed condominium to be known as SAN DE VANCE GOLF & TENNIS CLUB-NO. 1, A CONDOMINIUM, located in the City of Boca Raton, Florida, (hereinafter referred to as "Unit"); the Unit shall have appurtenant thereto one (1) parking space to be assigned at closing by Seller; all as depicted on the Survey and Plot Plan (Exhibit "1", Page 54, attached to Prospectus).

The Unit shall NOT include (i) any feature or item in the model which is not included in Seller's basic plans and specifications for the Unit (the "Plans"), which are available for Purchaser's inspection, (ii) any furniture, decoration, fixture, special treatments, appliances, draperies or personal property in the model (other than any such items designated in the Plans, or otherwise by Seller in writing, as standard for the model); or (iii) any item not included in the list of standard items distributed by Seller in or about the model, EXCEPT FOR any additional features or items which Purchaser or Seller may hereafter agree shall be included in the Unit by mutually executing Seller's form of "Options and Extras Rider" in connection therewith.

2. PRICE. Purchaser shall pay the following:

(a) Purchase price.....$_____

(b) Reservation.....$_____

(c) Deposit paid upon execution hereof.....$_____

(d) Additional deposit payable on or before _____.....$_____

(e) Balance of purchase price due at closing by cash or cashier's check subject to adjustment for prorations, prepayments and the like as set forth herein.....$_____

The estimated date of issuance of a Certificate of

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1630 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-0495
TEL. (305) 893-6270

Occupancy, subject to Paragraph 6 hereof, is _____. If a Certificate of Occupancy has been issued for the Unit at the time of execution hereof, the closing shall be on _____. All deposits received by Seller from Purchaser towards the Purchase Price shall be paid into escrow by Seller to Leo Greenfield, Esq. of Greenfield & DuVal, Escrow Agent, and held pursuant to the Escrow Agreement between Seller and Escrow Agent, a copy of which is set forth as Exhibit J in the Prospectus. Purchaser may obtain a receipt for such funds from Escrow Agent upon written request to Leo Greenfield, Esq. of Greenfield & DuVal, Escrow Agent, 1680 N.E. 135th Street, North Miami, Florida 33181. Any interest earned on the deposits shall be paid to Seller, unless otherwise required by the Florida Condominium Act.

3. CONDOMINIUM ASSOCIATION. Purchaser acknowledges and agrees to be bound by the terms and conditions of the Condominium Documents. Purchaser agrees to pay his proportionate share of the Common Expenses of the Condominium Association in accordance with the Condominium Documents. Purchaser acknowledges that the Condominium Association has a lien upon the Unit pursuant to the aforementioned documents to secure payment by Purchaser of the assessment for Common Expenses and Purchaser agrees not to raise any defense of homestead or to allege the superiority of homestead over said liens, as the same may be available to Purchaser concerning the enforcement of the liens pursuant to the terms of said documents.

4. ASSESSMENT GUARANTEE. Seller hereby guarantees to Purchaser that the assessment for Common Expenses by the Association imposed upon Purchaser will not increase over $99.08 per month plus the social membership fee or $31.00 per month during the guarantee period which shall commence upon the closing of the sale of the first unit in this condominium to an individual condominium purchaser and shall terminate twenty-four (24) months thereafter.

5. BROKERAGE. Purchaser acknowledges that this sale was brought about solely by the sales personnel of All Florida Realty and Financial Services, Inc., a registered real estate broker. Said broker shall be paid a commission upon signing of this contract, which said commission is included within the purchase price. The Purchaser represents to the Seller that it has dealt with no other real estate broker, salesman or finder except as set forth hereinabove. However, if the Purchaser has acted through another real estate broker, then such broker is registered below and unless such broker is so registered, the Purchaser covenants to indemnify and hold the Seller harmless of any loss, cost or expense, including attorney's fees, as to any claims of outside brokers or salesmen due to acts of Purchaser's representative.

Seller's Initials:_____

Purchaser's Initials:_____

The parties hereby recognize the following outside broker or salesman in this transaction:

Name:_____

Address:_____

_____

Phone:_____

6. COMPLETION. Seller agrees to construct the Unit in accordance with its construction schedule subject to the availability of labor and materials and in substantial accordance with its Plans referred to in Paragraph 1 hereof which are on file in the office of the Seller. The estimated date of issuance of the Certificate of Occupancy is set forth on the first page hereof, time not being of the essence, and

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR · 1680 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-0468
TEL. (305) 893-6170

accordance with its construction schedule subject to the availability of labor and materials and in substantial accordance with its Plans referred to in Paragraph 1 hereof which are on file in the office of the Seller. The estimated date of issuance of the Certificate of Occupancy is set forth on the first page hereof, time not being of the essence, and provided that Seller's time for options or extras ordered by Purchaser and the time lost from strikes, lockouts, riots, casualties, due to obtaining necessary governmental approvals and permits, vandals, acts of God, and lack of availability of materials, labor, equipment or supplies, or any other condition beyond Seller's control. In any event, Seller agrees to complete and deliver the Unit within not more than thirty-six (36) months from the date of execution of this Agreement unless otherwise provided herein, provided that such period may be extended for any time lost as a result of causes beyond the control of Seller.

The Seller is committed to construct and submit to condominium ownership the Recreational Facilities, as fully described in the Offering Circular. It is contemplated that the Recreational Facilities will be completed on or before two (2) years from the date hereof. However, time is not of the essence and completion of the Recreational Facilities within such time period shall not be a contingency or requirement of the Purchaser's closing on the Unit as provided herein.

7. DESCRIPTION OF UNIT AND FIXTURES. The design of the Unit shall be substantially similar to the Plans, subject to such modifications as may be required by governmental authority or as being desirable by Seller. Purchaser acknowledges in the course of construction of any building or other improvements, certain changes, deviations or omissions may be desirable, as determined by Seller, or required by governmental authorities, lending institutions, or job conditions. Any said changes, deviations, or omissions are authorized provided none shall adversely and materially modify the Unit sold hereunder. It is also agreed that Seller reserves the right to make changes and substitutions of material of equal or greater quality than that shown in the plans, without prior notification to Purchaser.

8. SELECTIONS. Purchaser agrees to promptly make any requested color and optional item selections from choices which Seller shall make available to Purchaser for inspection during reasonable hours. Any selection by Purchaser shall be final, unless the selected item or color becomes unavailable to Seller and Seller requests Purchaser to make an alternative selection. If Purchaser fails to do so, then Seller may, at its option, make that selection on Purchaser's behalf, without further notice, and any such selection shall be binding on Purchaser. Seller makes no representations about any color selected by Purchaser but will use best efforts to install colors as close as possible to those selected.

9. CLOSING OF TITLE. Closing of Title shall take place after the issuance of a Certificate of Occupancy and upon the furnishing by Seller of five (5) days prior written or oral notice of such closing date (which notice may be given prior to issuance of the Certificate of Occupancy). The closing date may be prior to the estimated date as indicated on the first page hereof, as so determined by Seller, provided the five (5) day notice is given to Purchaser. Closing shall take place at such place as Seller may reasonably designate and any reference in this Contract to "closing" shall mean delivery of the deed to the Purchaser.

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At closing, the Seller shall deliver a statutory warranty deed conveying title as described in Paragraph 10 hereof. The Purchaser shall pay (a) the balance of the purchase price plus any unpaid extras; (b) a prorated portion of real estate taxes and any interim service fee; (c) a closing charge of up to 1.50% (which includes the cost of documentary stamps, recording of warranty deed, and cost of owner's title insurance policy) and any abstracting or title update charges; (d) a prorated portion of any condominium and/or master association assessments and a working capital contribution to the condominium and/or master association equal to two (2) months assessments; (e) any deposits, installation charges or hook-up fees for utilities; (f) purchaser's own insurance; (g) attorneys' fees for Purchaser's attorney, if any; (h) any social, golf and/or tennis club membership fees, as applicable.

In addition, the Lender may demand from Purchaser the following costs: (1) Intangible tax equal to $.20 per $100.00 or fraction of the principal mortgage amount; (2) stamp tax equal to $.15 per $100.00 or fraction of the principal mortgage amount; (3) recording fees; (4) application fee; (5) abstract charges; (6) title insurance; (7) appraisal fees; (8) credit report; (9) lender's title insurance policy; (10) escrow for taxes and/or insurance; (11) tax service fee; (12) mortgage insurance; (13) origination fee.

In the event that Purchaser does not close within the five (5) day period as hereinabove provided, through no fault of Seller, and Seller agrees to extend the closing date (which Seller is not obligated to do), the Purchaser agrees that all prorations and all expenses of the Purchaser shall be as of the date originally set by the Seller for closing. In additional thereto, the Purchaser shall pay a late fee to Seller in cash at closing, equal to $50.00 per day, from the date that the closing was scheduled by the Seller to the date of actual closing.

10. QUALITY OF TITLE AND TITLE INSURANCE. At closing, the Seller will convey title to the Buyer by statutory warranty deed, subject to: (a) general real estate taxes and special assessments, if any, not yet payable as of closing; (b) zoning and building laws or ordinances; (c) covenants, conditions, restrictions, easements and plats of record; private, public and utility easements; and such other easements, covenants, conditions and restrictions as Seller may reasonably consider necessary or expedient to hereafter impose on the Premises, provided that the same do not prevent the use of the Premises for residential purposes; (d) the Declaration of Condominium and exhibits thereto; (e) acts done or suffered by Purchaser; (f) the standard printed exceptions contained in an ALTA Form A Owner's Title Insurance policy.

Within sixty (60) days following the closing, Seller shall furnish to Purchaser a standard ALTA Form A Owner's Title Insurance Policy issued by a title company determined solely by Seller. The Policy shall show title subject only to the matters described in this Paragraph 10 (the "Permitted Exceptions"). In addition to the Permitted Exceptions, it is understood that, at the time of closing, the title may be subject to other liens, encumbrances, or other exceptions. The existence of such liens, encumbrances, or other exceptions shall not be a reason to postpone the closing, nor shall they constitute a default of the Seller hereunder, provided that the title insurer commits to provide affirmative insurance over loss arising from such liens, encumbrances or other exceptions. In the event Seller is unable to convey title as

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set forth herein, the sole liability of Seller under this contract shall be the return to the Purchaser of all monies paid on account; provided, however, that Purchaser shall have the right to take such title as Seller can convey and complete the closing at the time and on the terms herein provided, without any abatement of the purchase price. The Purchaser acknowledges that Seller is not required to furnish Purchaser with an Abstract of Title, a guaranteed title opinion or mortgagee title insurance policy.

11. WALK-THROUGH INSPECTION. Prior to closing title, a Pre-Occupancy Inspection, also known as a Walk-Through, will be made by Purchaser and a representative of the Seller for the purpose of preparing a "punch list" of those items yet to be corrected. The Purchaser agrees to make arrangements to accompany the Seller's representative on this Walk-Through. If the Purchaser does not attend the Walk-Through, the Seller's representative will act on behalf of the Purchaser. As to those items set forth in the inspection record which are truly defects in workmanship or materials, keeping in mind the standard of construction prevalent in Palm Beach County, Florida, relative to the type and price of construction involved in this development, the Seller shall be obligated to correct the items at its expense within a reasonable period of time, time not being of the essence. The Seller's obligation to correct the items, or the fact that the electricity and/or water is not "turned on" shall not be grounds for deferring the closing nor the imposition of any condition upon closing nor any escrow of funds. Failure of the Purchaser to make inspection when properly notified to do so shall not delay the closing. This clause shall survive the closing contemplated herein and delivery of the deed to the Purchaser.

12. WARRANTY. The Seller's warranties required by the Florida Condominium Act, shall be the ONLY WARRANTY THAT SELLER SHALL MAKE OR BE OBLIGATED TO MAKE REGARDING THE UNIT AND COMMON ELEMENTS and such warranty shall be subject to each of the terms and limitations stated therein; Purchaser agrees that Seller (and its employees, agents, brokers and other representatives) makes NO ADDITIONAL WARRANTY, REPRESENTATION OR UNDERTAKING OF ANY KIND, EXPRESS OR IMPLIED, and that the statutory warranties shall be IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, including but not limited to, any implied warranty or MERCHANTABILITY, HABITABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser agrees that, EXCEPT FOR said warranty and any items, stated in the Walk-Through "punch list" (as provided under Paragraph 11 above), PURCHASER IS BUYING AND SHALL ACCEPT POSSESSION OF THE UNIT "AS IS" AND IN THE CONDITION IT IS IN AT THE TIME OF PURCHASER'S INSPECTION THEREOF pursuant to Paragraph 11 (or, if no such inspection is made, then "as is" and in the condition at the time of closing or delivery of possession thereof to Purchaser, whichever is sooner). Except as expressly stated herein, SELLER SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION WHATSOEVER WITH RESPECT TO THE UNIT OR THE CONDITION OR CONSTRUCTION THEREOF, OR ANY OCCURRENCE DIRECTLY OR INDIRECTLY ARISING THEREFROM. Upon closing, Seller shall deliver to Purchaser all manufacturers' warranties, if any, covering the consumer products to be conveyed to Purchaser hereunder, provided, however, that SELLER SHALL NOT THEREBY BE DEEMED TO WARRANT ANY SUCH CONSUMER PRODUCT IN ANY WAY, EITHER EXPRESSED OR IMPLIED, OR TO ADOPT ANY SUCH MANUFACTURERS' WARRANTY THEREOF, except as may be otherwise required by the Florida Condominium Act.

13. CONSEQUENTIAL DAMAGES. The Seller shall be responsible for any defects in workmanship and materials as specifically limited by and provided for in the Home Owners

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Warranty given to the Purchaser by the Seller at closing. However, the Seller shall not be responsible for any consequential damages to the Purchaser's personal property, and Purchaser shall look solely to their insurance company for payment of any such loss. The Purchaser shall use due care to mitigate Purchaser's own consequential damages to both the home and to any personal property therein.

14. AMENDMENTS. Changes or amendments, including a change in the legal description of the Condominium Property may be made from time to time in the Condominium Documents which do not materially and adversely affect the rights of the Purchaser or the value of the Unit, without the approval of the Purchaser. Such changes or amendments which do not materially and adversely affect the rights and liabilities of Purchaser shall not be a cause or reason for termination or rescission of this Agreement by Purchaser. Changes or amendments may be made in the Condominium Documents, from time to time, if required by any governmental authority or deemed necessary by the Seller. Seller shall notify the Purchaser in writing of any amendment to the Condominium Documents, and if an amendment materially and adversely affects the rights of the Purchaser or the value of the Unit, Purchaser shall have fifteen (15) days from the date of said notice within which to notify the Seller in writing that Purchaser does not approve of the change. In that event, Purchaser may cancel this Agreement and shall receive a refund of the deposit paid thereunder. This Agreement will then be null and void and the parties shall be relieved of all obligations hereunder. Purchaser shall never have the right to prevent Seller from making changes. Failure of Purchaser to object to the changes within the time specified shall be deemed an approval of the same by Purchaser.

15. DEFAULT. TIME IS OF THE ESSENCE OF THIS AGREEMENT, EXCEPT AS SPECIFIED TO THE CONTRARY HEREIN. If Purchaser fails to make any payment or fulfill any obligation hereunder or under any supplemental agreement made by the parties, including the obligation to close timely after the date for closing has been established, such failure shall be a default hereunder, and at Seller's option, all sums paid by Purchaser to Seller shall be retained by Seller as liquidated damages, and this Contract shall thereupon become null and void, or Seller may elect any other available remedy. Purchaser shall not record this Contract or any memorandum or notice thereof, and any such recording by Purchaser shall be a default hereunder.

If Seller defaults in the performance of this Contract, Purchaser shall give Seller written notice by certified mail of such default, and Seller shall have seven (7) days from the date of receipt of such written notice by certified mail within which to begin to take such action as would cure such default within a reasonable period of time. In the event Seller fails to begin to take such action within such seven (7) day period, then Purchaser, upon having performed all of his obligations hereunder, shall have the right (which is Purchaser's sole and exclusive remedy for damages) to a refund by Seller of all monies paid by Purchaser hereunder, in which event this Contract shall be terminated and neither party shall have any claims against the other, it being agreed that liability of the Seller for damages is limited to the return of the Purchaser's payments made hereunder and in no event shall Seller be liable to Purchaser for any other damages which Purchaser may sustain. Nothing contained herein shall be deemed to restrict Purchaser's remedy of specific performance of this Contract if Purchaser

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shall otherwise be entitled to such remedy under applicable law.

16. EASEMENT OF INGRESS. For the purpose of completing the construction and servicing of the Unit and the Project, including any improvements constituting a part thereof, Seller hereby reserves an easement of ingress and egress for Seller and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Condominium Property.

17. PRIOR ENTRY. Except as provided under Paragraph 11 above, or as specifically approved in writing by Seller, Purchaser shall not enter upon the Condominium Property until Seller has offered and Purchaser has accepted possession thereof. Any prior entry shall be a default under this Contract, and Purchaser agrees to indemnify and hold Seller harmless from any loss or damage which Seller may incur arising directly or indirectly from such prior entry. Purchaser shall not in any manner interfere with or deal with any of the contractors, laborers, or materialmen supplying any work, labor or materials to the premises. Violation of this provision on the part of the Purchaser shall be a material breach of the contract entitling the Seller to all remedies provided for hereunder.

18. LIENS. This Contract is subject and subordinate to the lien of any construction, land or land improvement mortgage by Seller affecting the Unit (and any advances thereon, and any amendments, modifications, renewals, consolidations and extensions thereof), without Purchaser's execution of any further documents, provided any such mortgage shall be released as to the Condominium Property upon closing. The proceeds of this sale may be used to obtain such release.

19. DISCLOSURE. THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. Should any such items required to be furnished to Purchaser be furnished after the execution of this Agreement, then and in that event Purchaser agrees to promptly acknowledge receipt of such item. Such acknowledgment of receipt shall be made in writing and shall be accompanied by depositing same in the United States mails, postage prepaid, certified mail, return receipt requested, addressed to Seller at Seller's address shown hereof. Failure of Purchaser to so acknowledge delivery of such documents within fifteen (15) days after Seller mails same to Purchaser shall be deemed a breach of this Contract.

20. UNSOLD UNITS. In the event there are unsold Units at closing, Seller retains the right to be the Owner of such unsold Units. Seller shall have the right to use, rent and sell such unsold Units and the right to use the same and all Common Elements of the Condominium Property for the promotion

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of sales and for all purposes set forth in the Condominium Documents. The rights of Seller referred to herein may be exercised through any entity designated by Seller, and a conveyance to any entity by Seller granting to or reserving to such entity the reserved rights of Seller shall be deemed sufficient for such purposes.

21. ASSIGNMENT. This Agreement may not be assigned by the Purchaser except with the express written permission of Seller which may be withheld at the sole discretion of Seller or may be granted subject to those conditions specified by Seller, including but not limited to the payment to Seller of any assignment fee as assessed by Seller. Seller may without consent of Purchaser assign this Agreement to any person, firm or corporation.

22. ANTICIPATORY BREACH. Should Purchaser at any time in the future indicate an intent not to comply with the provisions of this Agreement, then and in that event, the Seller may require the Purchaser to reaffirm in writing Purchaser's intention to strictly comply with and abide by all of the provisions of this Agreement and should Purchaser fail to do so within ten (10) days after written demand therefore has been made, such failure shall be considered a material default of the provisions of this Agreement and shall be considered as an admitted anticipatory breach of this Agreement by the Purchaser. Should Purchaser feel that Purchaser has any defenses or reasons for not completing the transaction in accordance with this Agreement, then and in that event Purchaser shall be required to set forth in writing, in detail, each and every reason why Purchaser feels that Purchaser should not be required to complete this transaction within said ten (10) day period of time.

23. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24. SEVERABILITY. If any portion of this Contract is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Contract shall nevertheless remain in full force and effect.

25. WAIVER. Seller's waiver of any condition or provisions of this Contract as applied to certain circumstances shall not be construed as a waiver of any other application of the same condition or provision, or as a waiver of any other condition or provision hereof.

26. BINDING. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and permitted assigns. If more than one person or entity is identified herein as Purchaser, then this Contract shall be jointly and severally binding upon each such person or entity.

27. WORD MEANING. When used herein, the words "date hereof" mean the date this Contract is signed and accepted by Seller. The singular denotes the plural and the masculine denotes the feminine, wherever appropriate.

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28. NOTICE. Any notice, request or demand which either party hereto may desire or be required to give to the other party shall be, except as provided herein to the contrary, in writing, and shall be sufficient if deposited in the United States registered or certified mail, postage prepaid, or by normal channels of Mailgram or telegram, addressed to Seller or to Purchaser at the address hereinabove stated (or at such other address as the party to receive same may designate hereinafter, by giving the other party not less than five (5) days notice thereof, as provided hereunder).

29. ENTIRE AGREEMENT. This document contains the entire agreement between the parties. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS, AGREEMENTS OR PROMISES (WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED), CAN BE MADE OR HAVE BEEN MADE BY EITHER SELLER OR PURCHASER TO THE OTHER, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT OR IN THE PROSPECTUS: No amendment, supplement or rider to this Contract shall be binding unless in writing and executed by both Purchaser and Seller.

IN WITNESS WHEREOF, the parties have executed or caused this Contract to be executed as of the dates indicated below.

DATED this _____ day of _____, 19_____, at Boca Raton, Florida.

PURCHASER:

_____

_____

DATED this _____ day of _____, 19_____, at Boca Raton, Florida.

SELLER:

SAN DE VANCE GOLF AND TENNIS CLUB, INC.

By: _____
Authorized Agent

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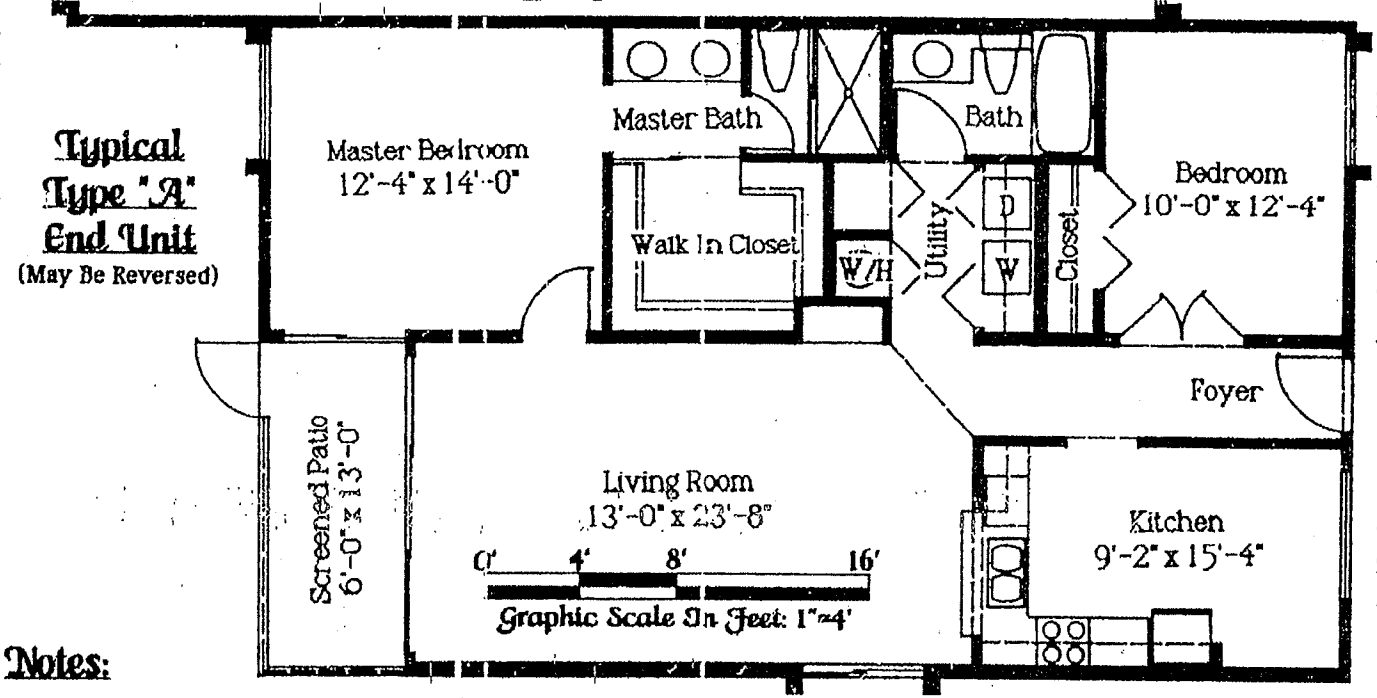
FLOOR PLAN

ORB 6653 Pg 568

Exhibit "2" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, ., A Condominium



If all phases are constructed the project will contain 56 units of the above size and dimension.

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Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents

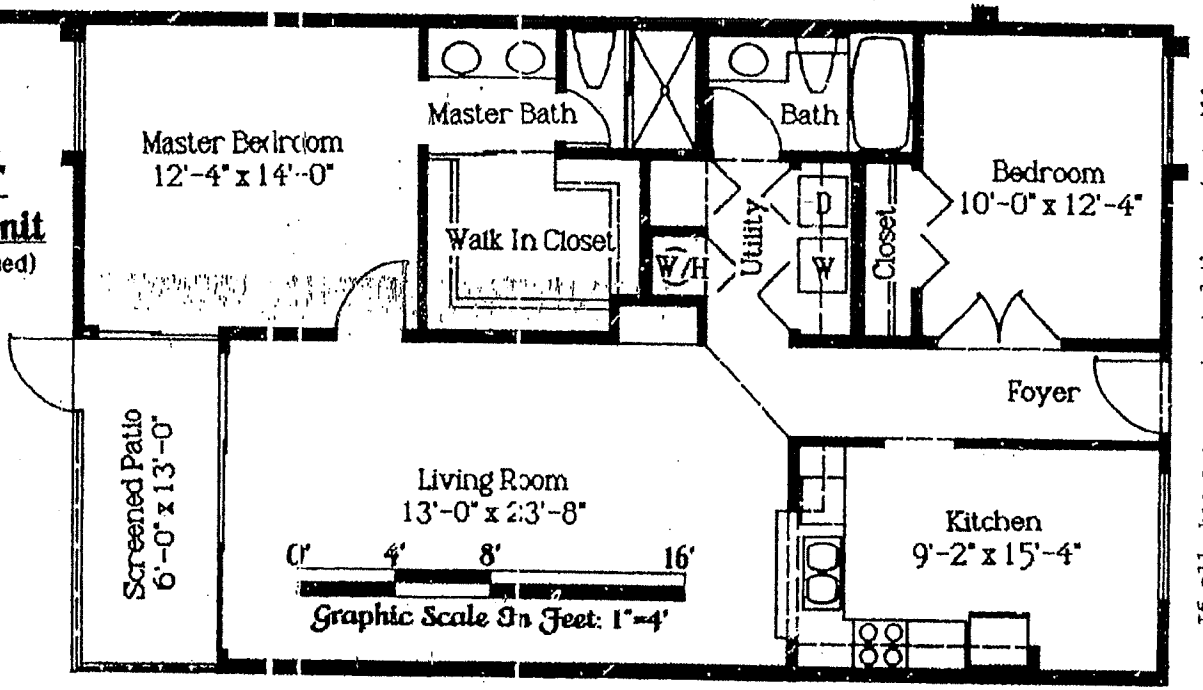
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

ORB 6653 Pg 569

Exhibit To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, , A Condominium

Typical Type "B" Interior Unit
(May Be Reversed)



If all phases are constructed the project will contain 116 units of the above size and dimension.

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Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

RECEIPT FOR CONDOMINIUM DOCUMENTS

RECEIPT FOR CONDOMINIUM DOCUMENTS

THE UNDERSIGNED acknowledges receipt of the items checked below, as required by the Condominium Act, relating to SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, physically located at 5901 N.W. 2nd Avenue, Boca Raton, Florida. Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale	
Rules and Regulations	
Covenants and Restrictions	N/A
Ground Lease	N/A
Management and Maintenance Contracts for More than One Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and other facilities to be used exclusively by Unit Owners of subject condominiums	N/A
Form of Unit Lease if Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	
Description of Phasing Plan (Phase Development)	
Lease of Recreational and Other Facilities to be Used by Unit Owners with Others	
Description of Management for Single Condominium	
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	

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Floor Plan _____

Survey of Land and Graphic Description of Improvements _____

Executed Escrow Agreement _____

MADE AVAILABLE

Plans and Specifications _____

THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

EXECUTED this _____ day of _____, 1999.

_____
PURCHASER/BUYER

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BOCA TEECA COUNTRY CLUB
SOCIAL MEMBERSHIP AGREEMENT

SOCIAL MEMBERSHIP AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 1988, by BOCA TEECA CORP., a Florida corporation (hereinafter called "BOCA TEECA") and SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, a non-profit Florida corporation (hereinafter called "ASSOCIATION") and their respective successors and assigns wherever the context so requires or admits:

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property located in Palm Beach County, Florida, which property is more particularly described on Exhibit "A" annexed hereto, upon which BOCA TEECA has constructed a country club known as BOCA TEECA COUNTRY CLUB, which is adjacent to and in the vacinity of the aforedescribed real property; and

WHEREAS, Association is the non-profit corporation described in the Declaration of Condominium of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINUM, which will operate the Condominium property under that Declaration: and

WHEREAS, the parties hereto have agreed that each unit owner in the aforesaid Condominium will become a social member of the aforesaid country club under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Each unit owner in the aforesaid Condominium shall and must become a social member of the BOCA TEECA COUNTRY CLUB, which social membership shall entitle the member to the use of the Club House, the Recreation Building and the Tennis Courts located at the country club.

2. Each unit owner shall become a social member of the

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country club on the date on which he consummates the purchase of his Condominium parcel and his liability for his membership shall commence on that date.

3. Each unit owner agrees to abide by and comply with all of the rules and regulations of said country club in the use of the aforesaid facilities.

4. BOCA TEECA agrees that it shall maintain the aforesaid facilities at the same standard of maintenance in which said facilities exist on the date of this Agreement, reasonable wear and tear excepted.

5. The social membership fee for each social membership shall be Thirty-One ($31.00) Dollars per unit, per month, payable on the 1st day of each and every month throughout the term of this Agreement.

The foregoing payments shall be collected by the Association as part of the common expenses of this Condominium, and shall be remitted by the Association to BOCA TEECA CORP., monthly in advance.

6. Each unit owner by the purchase of a Condominium parcel and the acceptance of a deed thereto, agrees to be bound by and perform each and every of the terms, conditions and covenants imposed upon the Association. The faithful performance of the Association's obligations and that of each unit owner to pay the social membership fee shall be secured by the pledge of each Condominium parcel to secure the payment of that portion of the common expenses attributable to the social membership fee for the specific Condominium parcel. By this instrument, each unit owner pledges all of his right, title and interest in his Condominium parcel to BOCA TEECA CORP. as security for the payment of that portion of the common expenses represented by his social membership fee and as security for the payment by the Association to BOCA TEECA CORP. of that portion of the common expenses collected by the Association representing such social membership fee. Each

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unit owner by taking title to a Condominium parcel in this Condominium agrees to execute a pledge agreement on a form required by the Developer in order to confirm the pledge described in this paragraph.

7. This Agreement shall expire on December 31, 2009.

8. The unit owner shall not be relieved of any obligation hereunder by his failure or refusal to utilize the facilities made available to him pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

BOCA TEECA CORP. (SEAL)

_____ By: _____

_____ Attest: _____

(As to BOCA TEECA)

SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM

_____ By: _____

_____ Attest: _____

(As to SAN DE VANCE)

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

I HEREBY CERTIFY that the foregoing Social Club Membership Agreement was executed and acknowledged before me by _____ and _____, respectively as _____ and _____ of BOCA TEECA CORP., this _____ day of October, 1988, on behalf of said corporation.

My Commission Expires:

_____
NOTARY PUBLIC, State of Florida at Large

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

I HEREBY CERTIFY that the foregoing Social Club

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1882 NORTHEAST 125TH STREET
NORTH MIAMI, FLORIDA 33181-0488
TEL. (305) 893-9270

respectively as _____ and _____ of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, INC., A CONDOMINIUM, this _____ day of October, 1988, on behalf of said corporation.

My Commission Expires:

_____
NOTARY PUBLIC, State of Florida at Large

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1680 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-0480
TEL. (305) 893-5270

SURVEYS

Exhibit "I" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

Lots 8 through 20, inclusive, Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida.

Also including, that portion of the vacated right-of-way of N.W. 67th Street adjacent to the above described Lots 8 through 20, inclusive, Block 5, Boca Teeca Section 5.

Containing 14.54 acres, more or less.

Also subject to a Florida Power & Light easement for existing Power Transmission Lines existing on the site.

-116- ORB 6653 Pg 579

Sheet 1 Of 2

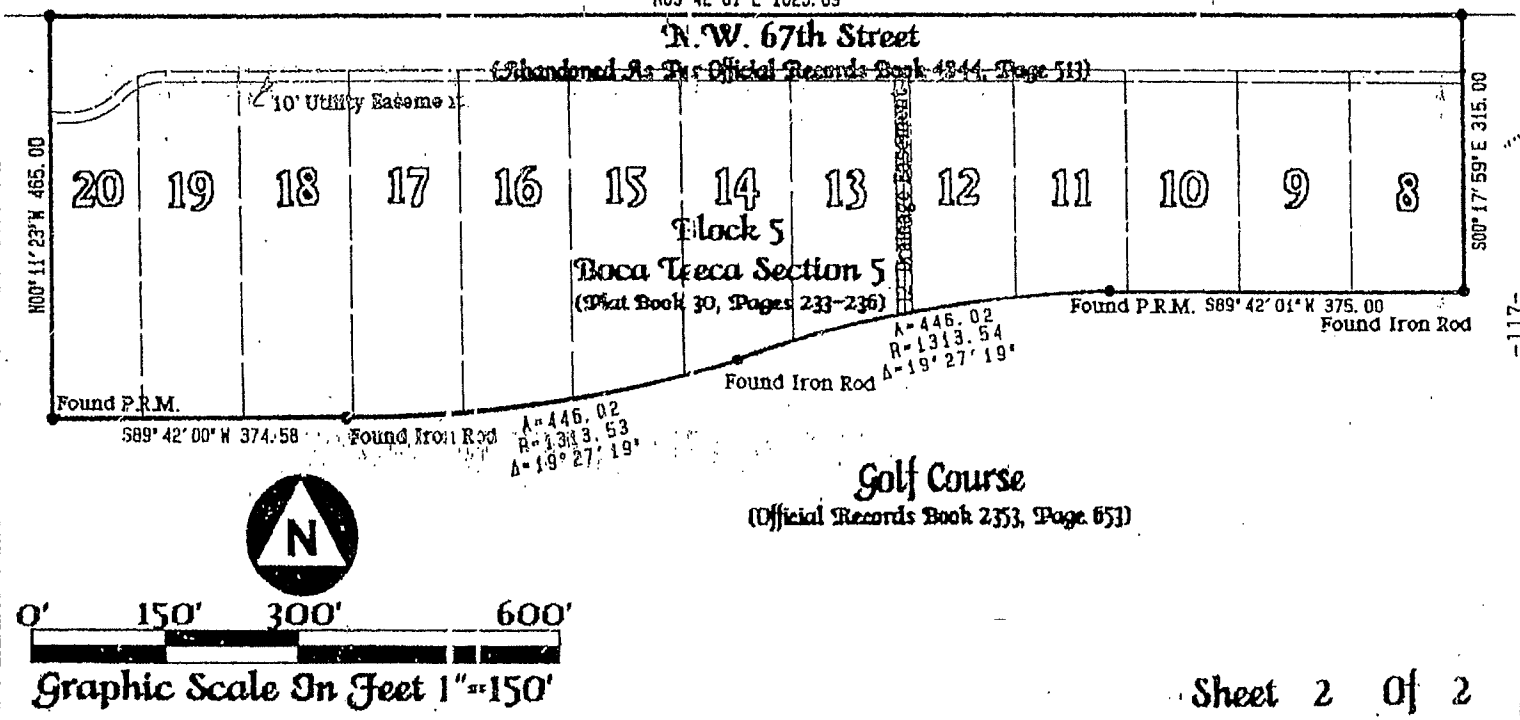
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 580

Exhibit "I" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 2 Of 2

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ESCROW AGREEMENT

ESCROW AGREEMENT

1. PARTIES. The parties to this Escrow Agreement are:

1.01 SAN DE VANCE GOLF AND TENNIS CLUB, INC., ("Developer"), with mailing address at 5910 N.W. 2nd Ave., Boca Raton, FL 33487.

1.02 GREENFIELD & DUVAL, ("Escrow Agent"), with mailing address at 1680 N. E. 135th Street, North Miami, Florida 33181.

2. SUBJECT MATTER. The Developer is constructing a residential condominium known as "SAN DE VANCE GOLF AND TENNIS CLUB NO. 1", a Condominium, Boca Raton, Florida ("Project"), and does hereby engage the Escrow Agent to hold deposits under agreements ("Agreements") entered between the Developer and purchasers of condominium units in the Project. The Escrow Agent agrees to be engaged by the Developer and to perform the duties of Escrow Agent subject, however, to all of the terms of this Escrow Agreement.

3. DUTIES OF ESCROW AGENT. The Developer and Escrow Agent agree that:

3.01 The Escrow Agent shall accept escrow deposits ("Deposits"), submitted to it by the Developer in connection with Agreements. Deposits shall be in the form of checks payable or endorsed to GREENFIELD & DUVAL TRUST ACCOUNT and shall be submitted with transmittal forms furnished or approved by the Escrow Agent accompanied by a copy of the applicable Agreement.

3.02 The Escrow Agent shall promptly place all Deposits in its Trust Account in an interest-bearing account at any bank or savings and loan association with offices in Palm Beach, Dade or Broward Counties as may be designated by the Developer. The Escrow Agent shall acknowledge receipt of the Deposit to the purchaser on his request.

3.03 The Escrow Agent shall maintain a ledger for all Deposits and allow the Developer to inspect ledgers at its request, at the Escrow Agent's place of business during normal business hours. Purchasers shall be entitled to a receipt for their deposits upon request.

3.04 The Escrow Agent shall disburse the Deposits under the following conditions:

3.04(1) If a Purchaser terminates his Agreement pursuant to its terms or pursuant to law, his Deposits shall be refunded to him.

3.04(2) Upon written request made by the Purchaser, either directly to the Escrow Agent or to the Developer, the Escrow Agent will grant a prospective Purchaser an immediate, unqualified refund of the reservation deposit monies.

3.04(3) The Escrow Agreement shall not release funds directly to the Developer except as a down payment on the purchase price at the time a contract is signed

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SECOND FLOOR - 1680 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-0488
TEL. (305) 893-9270

by the Purchaser if provided in the contract.

3.04(4) If the Agreement provides for payment to the Developer of Deposits in excess of 10% of the purchase price for construction purposes, the Escrow Agent shall pay such excess to the Developer's construction fund account as provided by Section 718.202(2), Fla. Stat., and thereafter the Escrow Agent shall have no further obligation to the Purchaser with respect to that portion of the Deposit.

3.04(5) If the Deposits have not been previously disbursed, they may be disbursed to the Developer at the closing of the transaction, unless prior to the disbursement of the Escrow Agent receives from the Purchaser written notice of a dispute between the Purchaser and the Developer.

3.04(6) In the event of dispute between the Developer and the Purchaser as to the Deposits, the Escrow Agent may disburse the funds in dispute to the Registry of the Court, or to disburse such funds in accordance with the Court's disposition of such dispute.

3.05 Interest earned upon Deposits held by the Escrow Agent shall be paid to the Developer unless otherwise provided by the contract with the Purchaser.

3.06 All funds deposited with the Escrow Agent shall be accepted subject to clearance. The Escrow Agent shall not be liable for the manner or form in which any Agreement is executed, for the authority or genuineness of signatures appearing in any Agreement or Deposit, or for the performance of the Agreements.

4. COMPENSATION.

4.01 The Escrow Agent's compensation for its services as Escrow Agent shall be paid by the Developer as provided under separate agreement.

4.02 If the Escrow Agreement shall be party to any proceedings under this Agreement or the Agreements, the Escrow Agent shall be entitled to reasonable attorneys' fees and Court costs at all trial and appellate levels (in addition to the compensation provided in Section 4), to be paid by the Developer upon demand.

5. TERMS OF AGREEMENT.

5.01 This Agreement shall remain in effect until cancelled by either party. Developer may cancel this Agreement by designating a qualified successor Escrow Agent and presentation of proof that the successor Escrow Agent is agreeable to serve and qualified to serve under applicable law, and that the Purchasers have been notified in writing of the appointment of the successor Escrow Agent.

5.02 The Escrow Agent may resign at any time upon giving the Developer ten (10) days' written notice of intent to do so, during which time the Developer shall select a successor Escrow Agent in the manner set forth above. If the Developer fails to designate a successor Escrow Agent, the Escrow Agent shall have the right to deposit all funds and other documents into the Registry of the Court and shall have the right to request a judicial determination of the rights of the parties.

5.03 Upon termination of this Agreement, the Escrow

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1880 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-0480
TEL. (305) 893-9270

Agent shall turn over all funds, Agreements, and copies of escrow records to the successor Escrow Agent and thereafter the Escrow Agent shall have no further obligation to any party under this Agreement.

6. EXCULPATION. The parties agree that the Escrow Agent shall have no liability under this Agreement except as may arise from loss or damage resulting from bad faith or willful misconduct of the Escrow Agent in the performance of its duties under this Agreement. The Developer waives its right to all claims or demands which it may now or hereafter have against the Escrow Agent and further agrees to indemnify and hold harmless the Escrow Agent from all present and future claims or demands of Purchasers and other third persons.

7. NOTICES. All notices, requests, demands, materials and other communications shall be in writing and shall be delivered to the parties at their respective addresses set forth in Section 1.

IN WITNESS WHEREOF, Developer and Escrow Agent have executed this Agreement on the date set forth below.

DEVELOPER:

SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation

Dated:_____ By:_____

ESCROW AGENT:

GREENFIELD & DUVAL, P.A.

Dated:_____ By:_____

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1680 NORTHEAST 125TH STREET
NORTH MIAMI, FLORIDA 33181-5468
TEL (305) 893-9270

WARRANTY DEED

WARRANTY DEED

WARRANTY DEED, made this _____ day of _____, 19___, between SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation, hereinafter called "Grantor" and _____, whose Post Office Address is: _____, _____, herein-after called the "Grantee".

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable considerations to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, their heirs and assigns forever, the following described Condominium Unit lying and being in Dade County, Florida, to-wit:

> Residential Unit No. _____ of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM, as set forth in the Declaration of Condominium and the Exhibits annexed thereto and forming a part thereof, recorded in O.R. Book _____, at Page _____, of the Public Records of Palm Beach County, Florida. The above description includes, but is not limited to, all appurtenances to the condominium unit above described, including the undivided interest in the common property of the said condominium.

This conveyance is subject to the following:

1. Conditions, limitations, restrictions and reservations of record;

2. Real estate taxes for 19___ and subsequent years;

3. Zoning ordinances of the governmental agencies having jurisdiction over the said property;

4. Easement for ingress and egress for pedestrian and vehicular purposes;

5. The terms and conditions of the Declaration of Condominium and each and every Exhibit attached thereto;

6. Any mortgage which may arise by virtue of the purchase of the Unit by the Grantee.

The Grantor fully warrants title to the aforedescribed unit and will defend same against the lawful claims of all persons whomsoever.

Grantee, by acceptance and recordation of this Deed, expressly and specifically accepts, covenants and agrees to be bound by and to assume performance of all of the applicable provisions and requirements set forth in the Declaration of Condominium described above, including all Exhibits annexed thereto, which is acknowledged to be reasonable and all of which are incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SAN DE VANCE GOLF AND TENNIS CLUB, INC., a Florida corporation

_____ By: _____
President

_____

STATE OF FLORIDA)
)SS:
COUNTY OF)

THE FOREGOING INSTRUMENT was duly acknowledged before me by _____, the duly authorized officer of the said corporation, who acknowledged before me that he executed the said Deed for the purposes therein expressed.

SWORN TO and SUBSCRIBED BEFORE ME this _____ day of _____, 19___.

My Commission Expires: _____
NOTARY PUBLIC, State of
Florida at Large

RECEIPT, ACCEPTANCE AND WAIVER

RE: PURCHASE OF CONDOMINIUM UNIT NO. _____ OF SAN DE VANCE GOLF & TENNIS CLUB NO. 1, INC., A Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book _____, at Page _____ of the Public Records of Palm Beach County, Florida, ("the Condominium Unit").

The undersigned, having closed and acquired title to the above Condominium Unit on this date, in consideration of the conveyance of said Condominium Unit to the undersigned, hereby acknowledge, covenant and agree as follows:

1. Seller has fully performed and complied with all of its obligations, covenants and agreements contained in the Agreement of Purchase and Sale entered into between the undersigned and Seller pertaining to the purchase of the Condominium Unit, and also any and all other contracts and agreements entered into between the undersigned and Seller, all of such obligations, covenants and agreements having been merged with the closing of title to the Condominium Unit.

2. The undersigned acknowledge that they have received copies of all Condominium Documents. They further acknowledge that they have had the opportunity to examine and do hereby ratify, approve and confirm all of the terms and provisions of all or said Documents, and do covenant and agree to comply with and be bound by all of the terms, covenants, conditions and agreements contained therein.

3. The initial officers and directors of SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida corporation not-for-profit ("the Condominium Association"), are persons identified with and selected and controlled by Seller, and the undersigned waive all objections thereto.

4. The undersigned have inspected the Condominium Unit and the property submitted to a condominium form of ownership by the referenced Declaration of Condominium (and also, where applicable, all of the personal property sold by Seller to the undersigned and located within the Condominium Unit) and hereby accept them in an "as is" condition, hereby acknowledging and agreeing that the undersigned are satisfied as to the conditions thereof, except as to those items specifically set forth on the closing "punch list" executed between the parties.

5. In purchasing the Condominium Unit and closing and acquiring title thereto, the undersigned have relied solely upon the statements and representations contained in the Agreement of Purchase and Sale, the Condominium Documents and Sales Brochures, if any, and have not relied upon any oral representations or warranties which may have been made by Seller, or Seller's agents or representatives.

6. The undersigned hereby acknowledge that Seller has relied upon the acknowledgments, covenants and agreements of this Receipt, Acceptance and Waiver in inducing Seller to proceed to close the sale of the Condominium Unit, and that the execution and delivery hereof is an express condition precedent to such closing.

IN WITNESS WHEREOF, the undersigned have hereunto affixed

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1680 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-0453
TEL (305) 893-8270

their hands and seals at _____, County of _____, State of Florida, this _____ day of _____, 1988.

IN THE PRESENCE OF:

_____ _____(SEAL)

_____ _____(SEAL)

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1680 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-0488
TEL (305) 893-9270

LEGAL DESCRIPTION AND GRAPHICS OF
PROPOSED PHASES 2,3,4,5,6,7,8,9,10,11

(ALL OF WHICH LANDS MAY BE INCLUDED
IN SAN DE VANCE GOLF & TENNIS CLUB
NO 1, A CONDOMINIUM IF ALL
PHASES ARE CONSTRUCTED)

EXHIBIT "L"

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 2 , are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D.,

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

-921-

ORB 6653 Pg 591

Sheet 1 Of 50

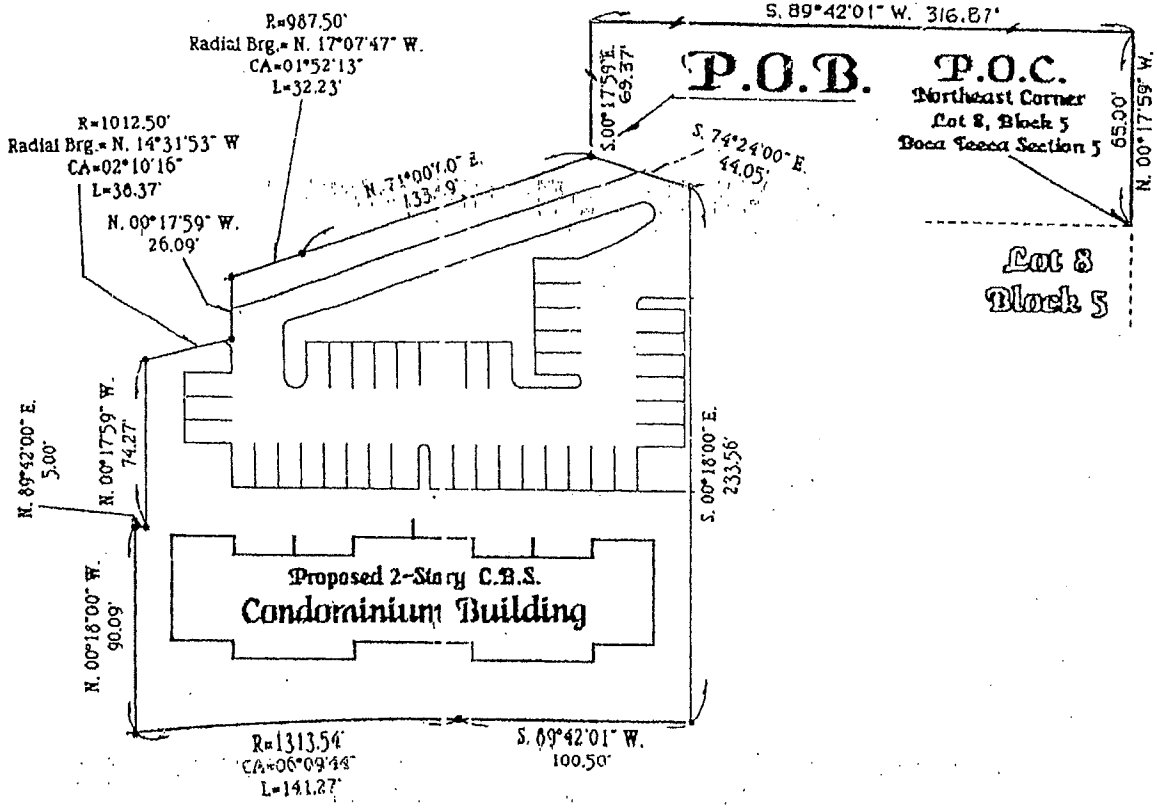
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 592

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 2 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "B" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 2)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 316.87 feet; Thence, South 00°17'59" East, a distance of 69.37 feet for a point of beginning (P.O.B.)

Thence, South 74°24'00" East, a distance of 44.05 feet; Thence, South 00°18'00" East, a distance of 233.56 feet; Thence, South 89°42'01" West, a distance of 100.50 feet to the point of curvature of a curve to the left, having a radius of 1313.54 feet; Thence, Westerly along said curve, through a central angle of 06°09'44", a distance of 141.27 feet to the end of said curve; Thence, North 00°18'00" West, a distance of 90.09 feet; Thence, North 89°42'00" East, a distance of 5.00 feet; Thence, North 00°17'59" West, a distance of 74.27 feet to a point on a curve, concave Northerly, having a radius of 1012.50 feet, and whose radius point bears North 14°31'53" West; Thence, Easterly along said curve, through a central angle of 02°10'16", a distance of 38.37 feet to the end of said curve; Thence, North 00°17'59" West, a distance of 26.09 feet to a point on a curve, having a radius of 987.50 feet, and whose radius point bears North 17°07'47" West; Thence, Easterly along said curve, through a central angle of 01°52'13", a distance of 32.23 feet to the point of tangency; Thence, North 71°00'00" East, a distance of 133.49 feet to the point of beginning (P.O.B.)

Containing 51326 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

-821-

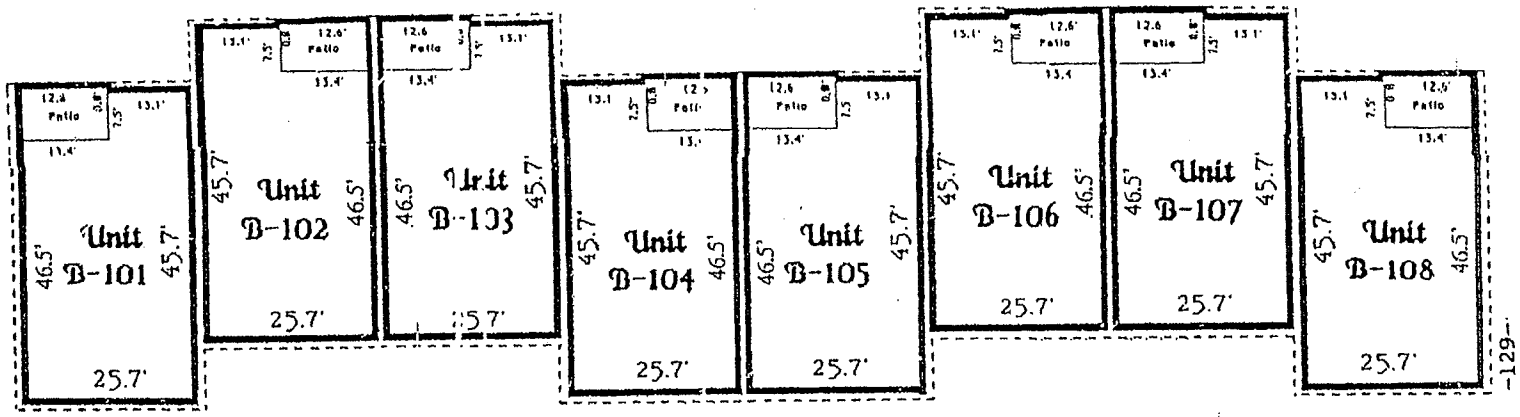
ORB 6653 Pg 593

All Improvements Shown Hereon Are Proposed

ORB 6653 Pg 594

Exhibit "E" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



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Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

Building B
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 4 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

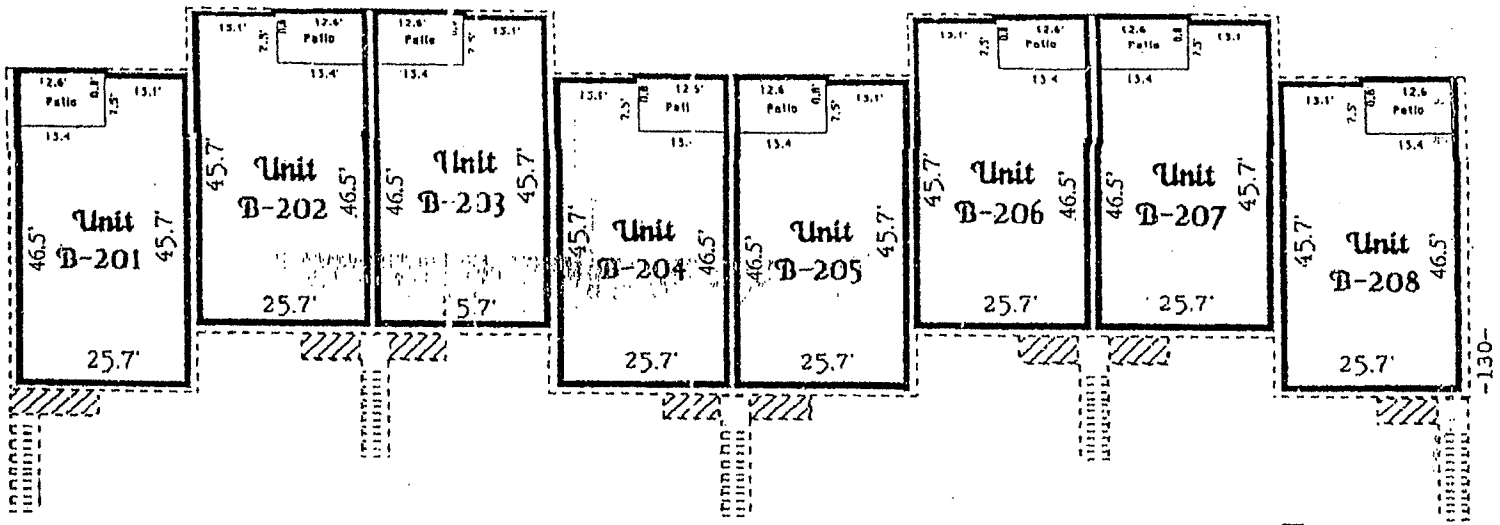
All Improvements Shown Hereon Are Proposed

P-6500

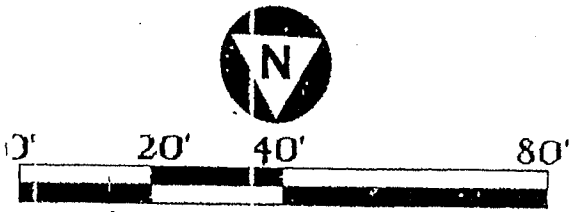
ORB 6653 Ps 595

Exhibit "E" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building B
Second Floor



Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 5 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

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

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
SS
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 3 , are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D.

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By: _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

-131- ORB 6653 Pg 596

Sheet 6 Of 50

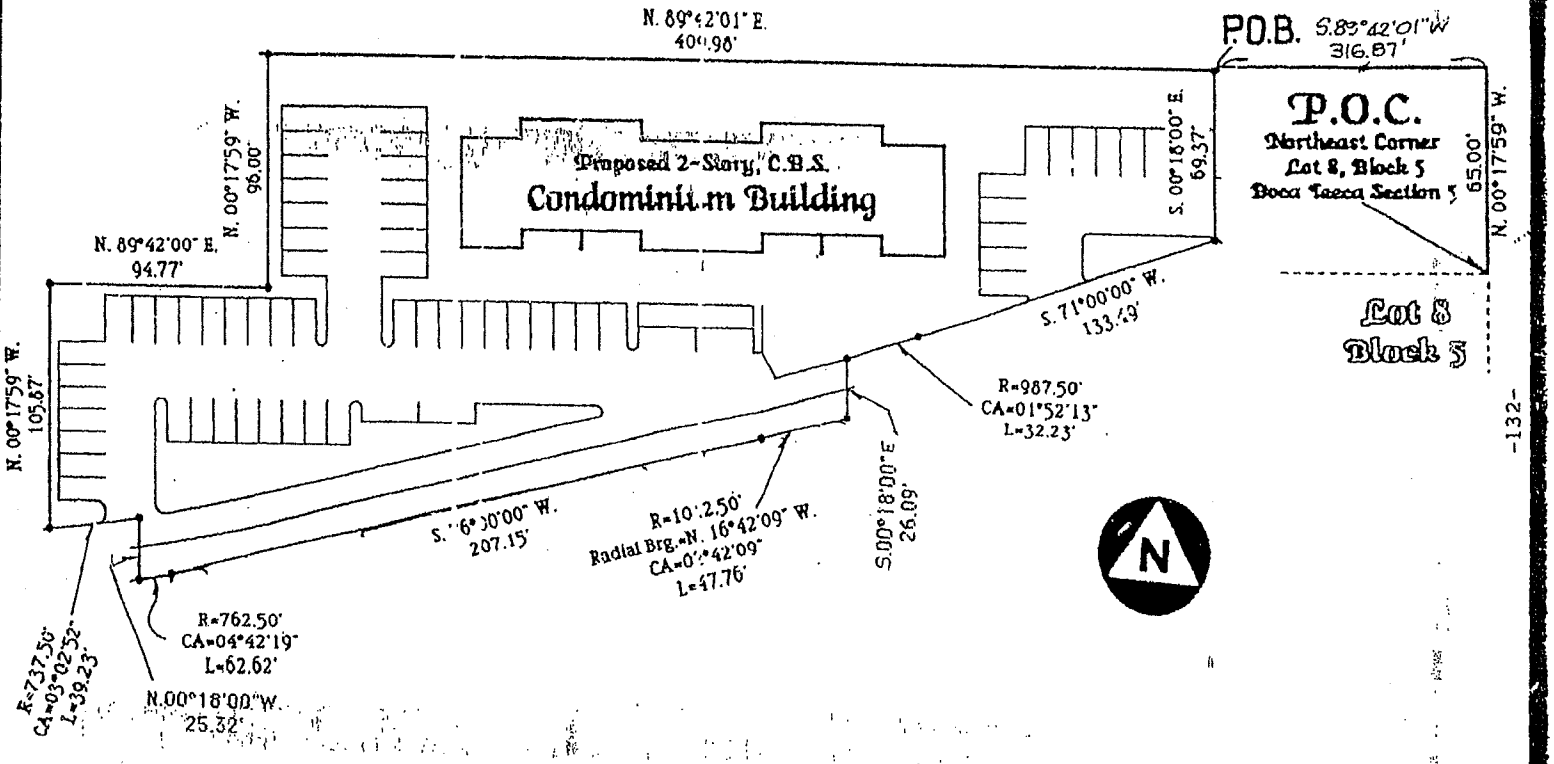
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 597

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 7 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 598

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 3)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 316.87 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 69.37 feet; Thence, South 71°00'00" West, a distance of 133.49 feet to the point of curvature of a curve to the right, having a radius of 987.50 feet; Thence, Westerly along said curve, through a central angle of 01°52'13", a distance of 32.23 feet to the end of said curve; Thence, South 00°18'00" East, a distance of 26.09 feet to a point on a curve, concave Northerly, having a radius of 1012.50 feet, and whose radius point bears North 16°42'09" West; Thence, Westerly along said curve, through a central angle of 02°42'09", a distance of 47.76 feet to the point of tangency; Thence, South 76°00'00" West, a distance of 207.15 feet to the point of curvature of a curve to the right, having a radius of 762.50 feet; Thence, Westerly along said curve, through a central angle of 04°42'19", a distance of 62.62 feet to the end of said curve; Thence, North 00°18'00" West, a distance of 25.32 feet to a point on a curve, concave Northerly, having a radius of 737.50 feet; Thence, Westerly along said curve, through a central angle of 03°02'52", a distance of 39.23 feet to the end of said curve; Thence, North 00°17'59" West, a distance of 105.87 feet; Thence North 89°42'00" East, a distance of 94.77 feet; Thence, North 00°17'59" West, a distance of 96.00 feet; Thence, North 89°42'01" East, a distance of 409.98 feet to the point of beginning (P.O.B.)

Containing 71355 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

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

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All Improvements Shown Hereon Are Proposed

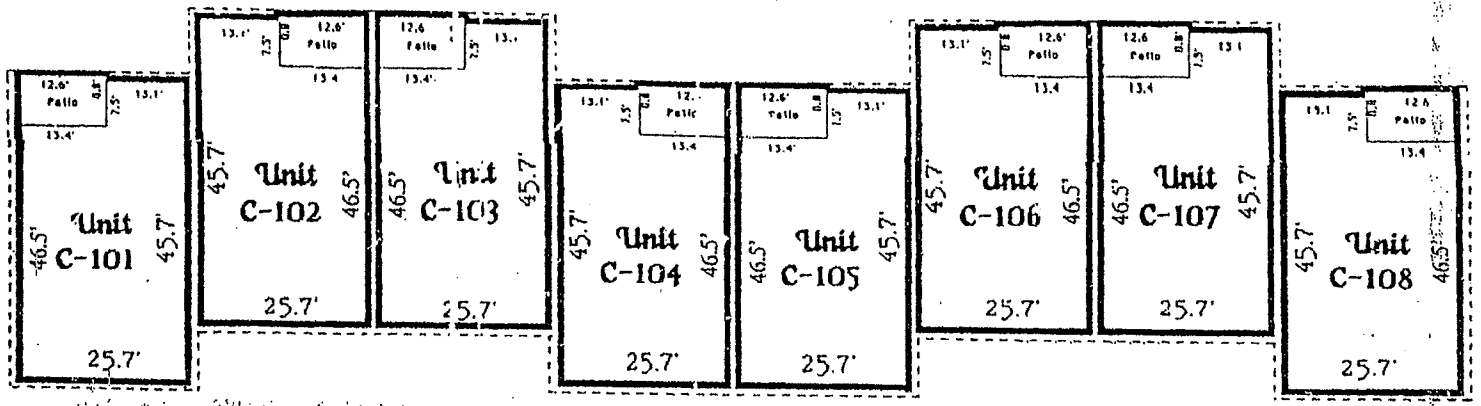
ORB 6653 Pg 599

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

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



-134-

Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

N

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Building C
First Floor

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 9 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

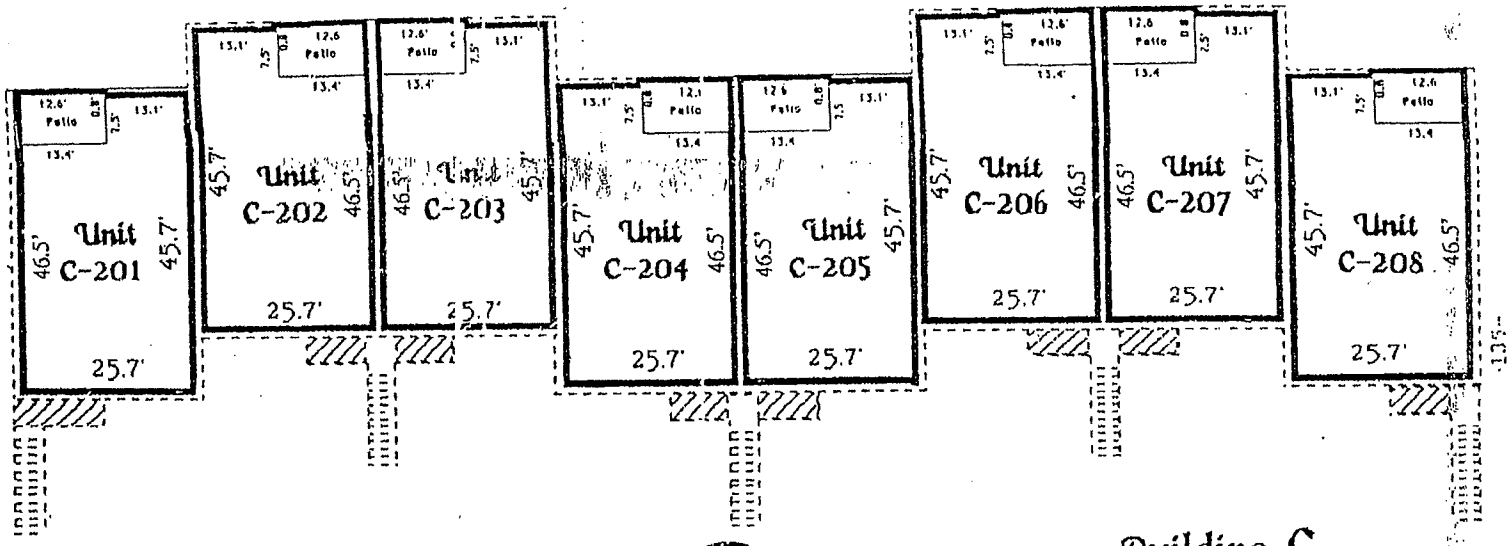
P-6500

ORB 6653 Pg 600

Exhibit "C" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building C
Second Floor

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 10 Of 50

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
SS
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 4 , are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught.

Sworn to, and subscribed before me
this _____ day of
_____ A.D.,

_____
Mary E Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

-931- ORB 6653 Pg 601

Sheet 11 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

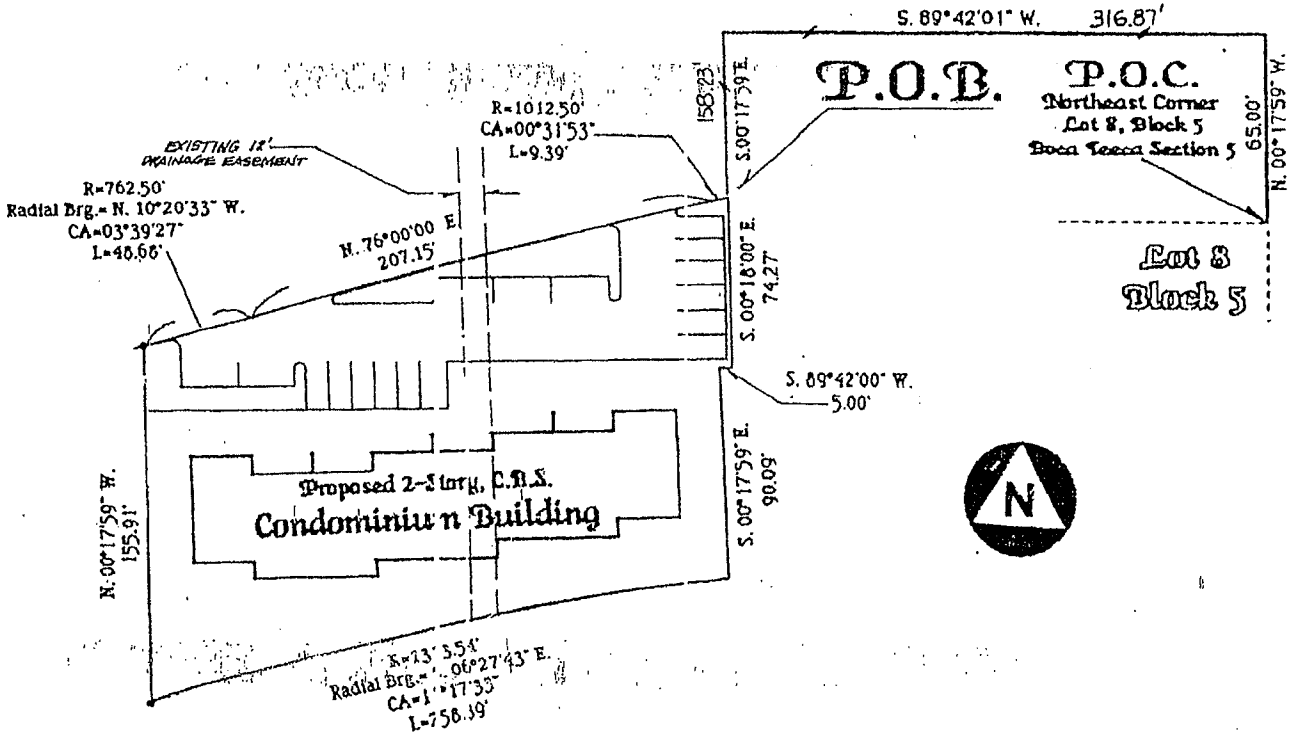
All Improvements Shown Hereon Are Proposed

P-650

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

OR 6653 Pg 602

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



-137-

Sheet 12 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "2" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 4)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 316.87 feet; Thence, South 00°17'59" East, a distance of 158.23 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 74.27 feet; Thence, South 89°42'00" West, a distance of 5.00 feet; Thence, South 00°17'59" East, a distance of 90.09 feet to a point on a curve, concave Southerly, having a radius of 1313.54 feet, and whose radius point bears South 06°27'43" East; Thence, Westerly along said curve, through a central angle of 11°17'33", a distance of 258.89 feet to the end of said curve; Thence, North 00°17'59" West a distance of 155.91 feet to a point on a curve, concave Northerly, having a radius of 762.50 feet, and whose radius point bears North 10°20'33" West; Thence, Westerly along said curve, through a central angle of 03°39'27", a distance of 48.68 feet to the point of tangency; Thence, North 76°00'00" East, a distance of 207.15 feet to the point of curvature of a curve to the left, having a radius of 1012.50 feet; Thence, Easterly along said curve, through a central angle of 00°31'53", a distance of 9.39 feet to the point of beginning (P.O.B.).

Containing 39447 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

ORB 6653 Pg 603

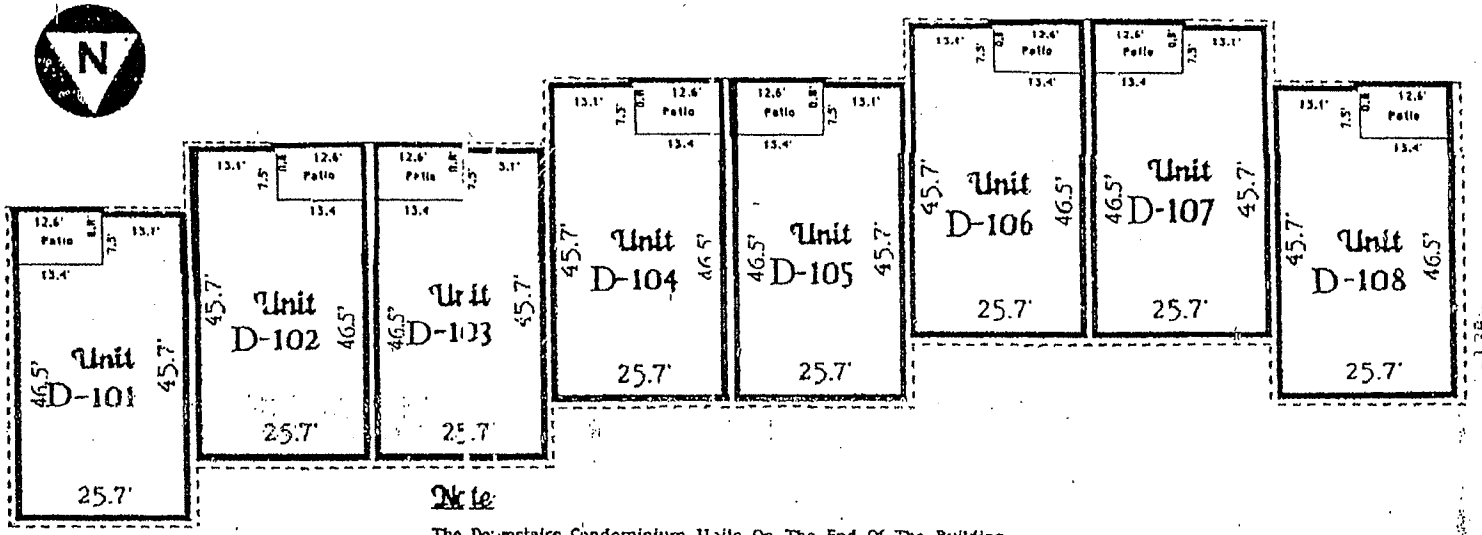
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

All Improvements Shown Hereon Are Proposed

ORB 6653 Pg 604

Exhibit "A" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Building D
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 14 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

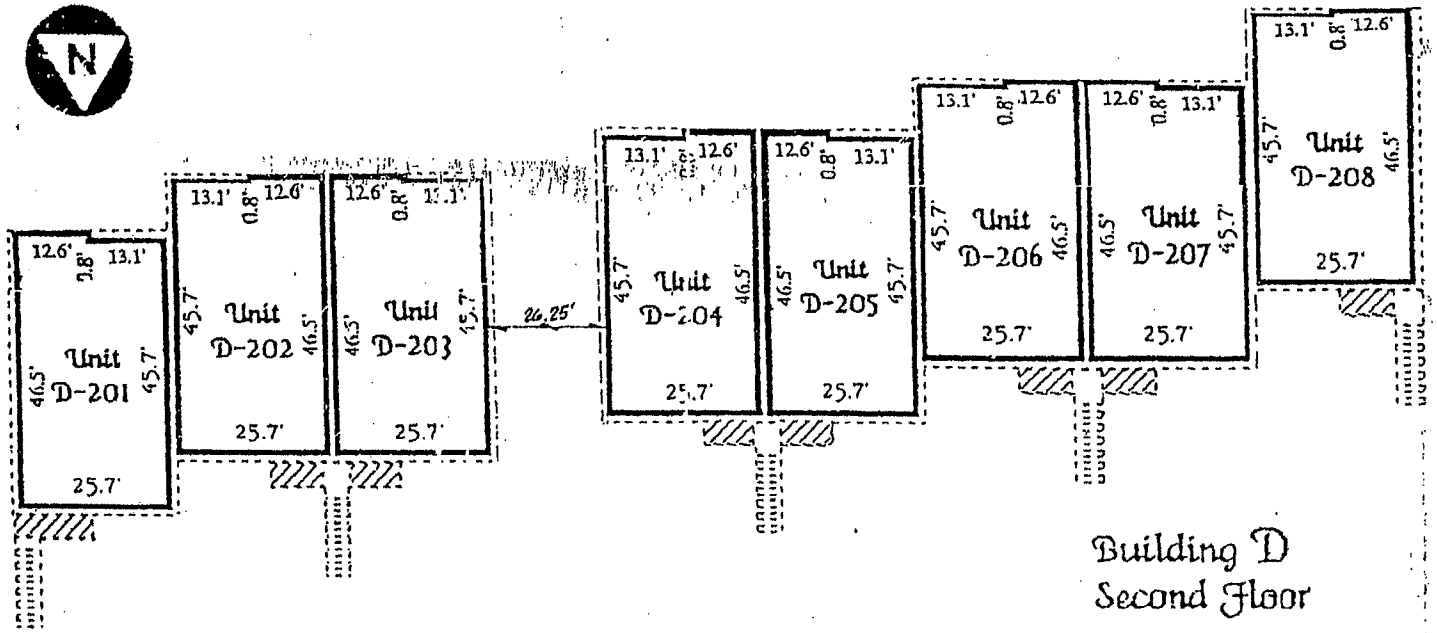
-6500

ORB 6653 Pg 605

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building D
Second Floor

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 15 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

-140-

Exhibit "E" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 5 , are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D.,

_____
Mary E Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

ORB 6653 Ps 606 -141-

Sheet 16 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-650(

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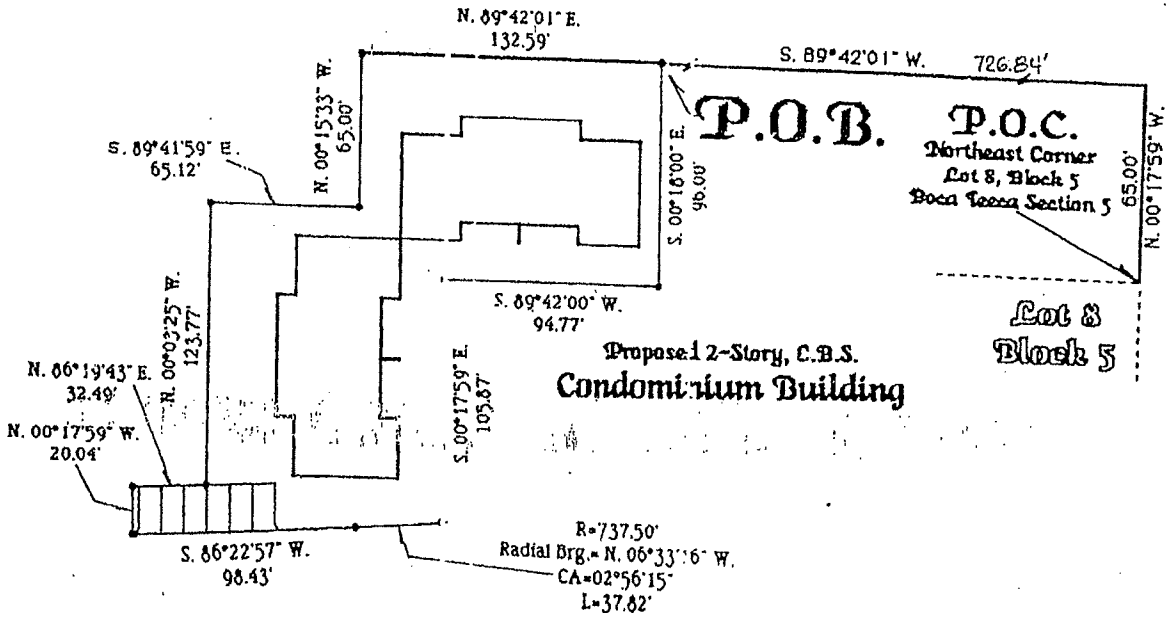
ORB 6653 Ps 607

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 17 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

-142-

Exhibit "B" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 5)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 726.84 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 96.00 feet; Thence, South 89°42'00" West, a distance of 94.77 feet; Thence, South 00°17'59" East, a distance of 105.87 feet to a point on a curve, concave Northerly, having a radius of 737.50 feet, and whose radius point bears North 06°33'16" West; Thence, Easterly along said curve, through a central angle of 02°56'15", a distance of 37.82 feet to the point of tangency; Thence, South 86°22'57" West, a distance of 98.43 feet; Thence, North 00°17'59" West, a distance of 20.04 feet; Thence, North 86°19'43" East, a distance of 32.49 feet; Thence, North 00°03'21" West, a distance of 123.77 feet; Thence, South 89°41'59" East, a distance of 65.12 feet; Thence, North 00°15'33" West, a distance of 65.00 feet; Thence, North 89°42'01" East, a distance of 132.59 feet to the point of beginning (P.O.B.)

Containing 26741 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

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

OR 6653 Ps 508 -143-

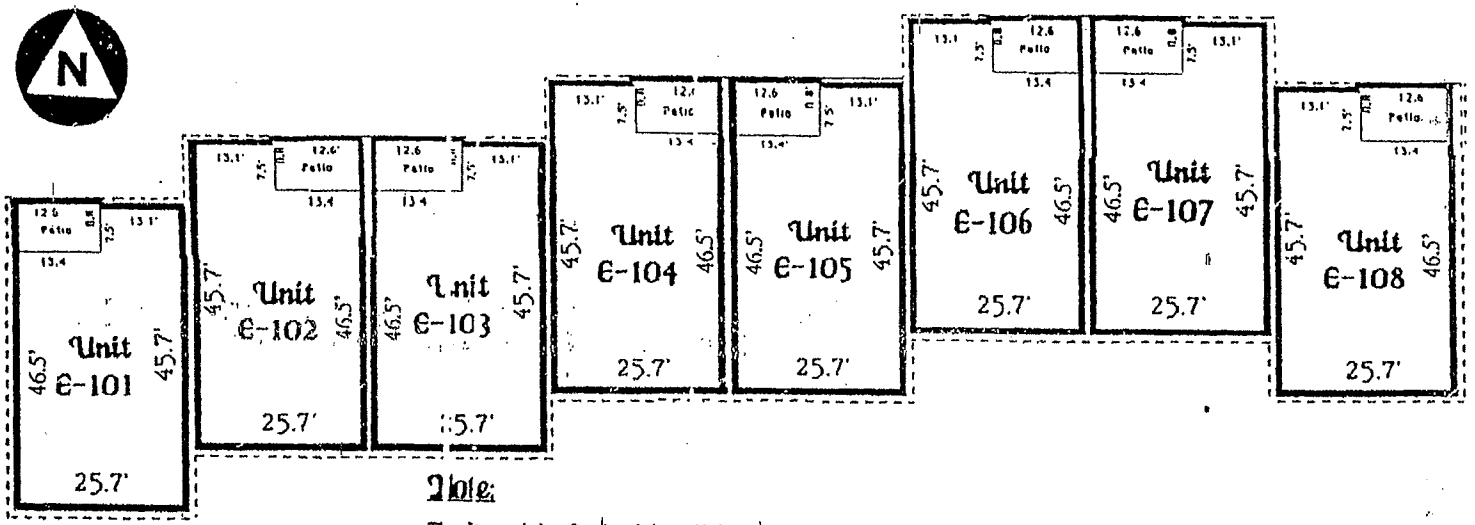
All Improvements Shown Hereon Are Proposed

ORB 6653 Pg 609

Exhibit "E" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Building E
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 19 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

-144-

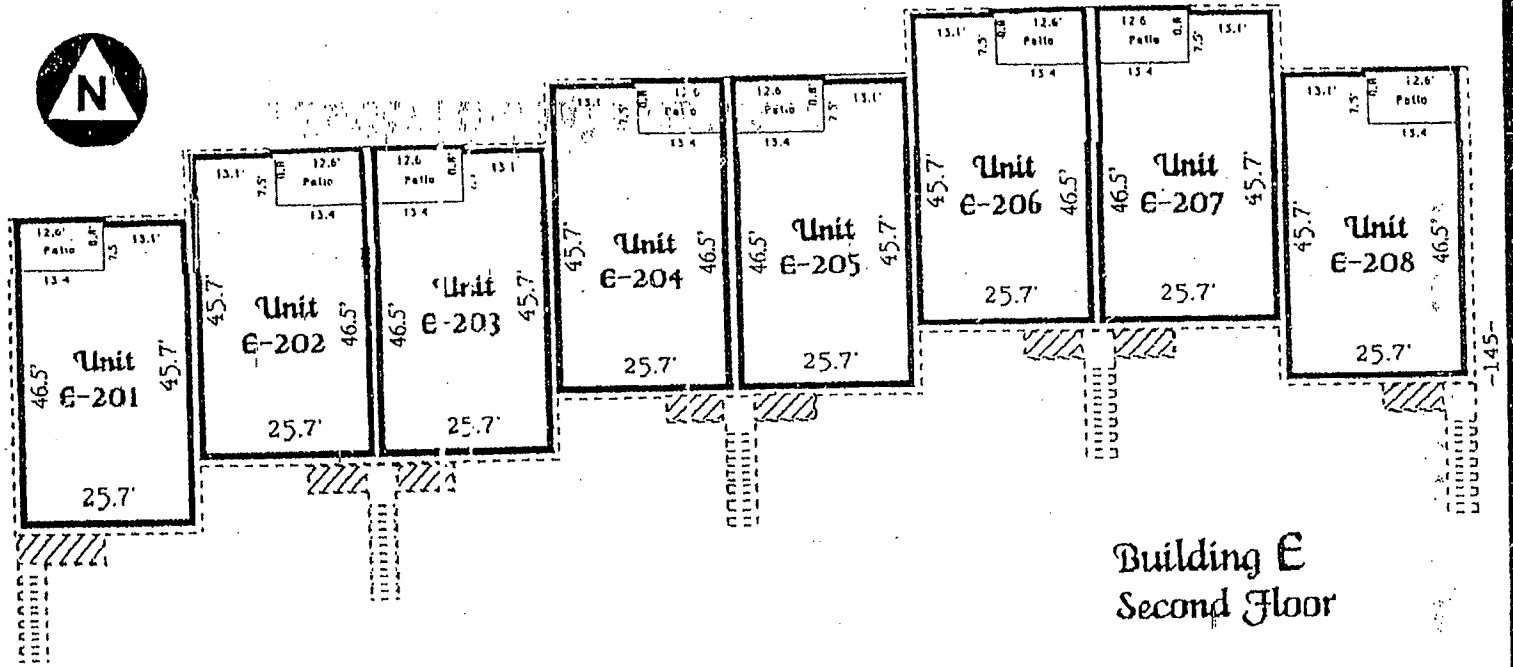
P-6500

ORB 6653 Pg 610

Exhibit "E" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building E
Second Floor

0 20' 40' 80'

Graphic Scale On Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 20 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
SS
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following:

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 6, are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D.

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By: _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

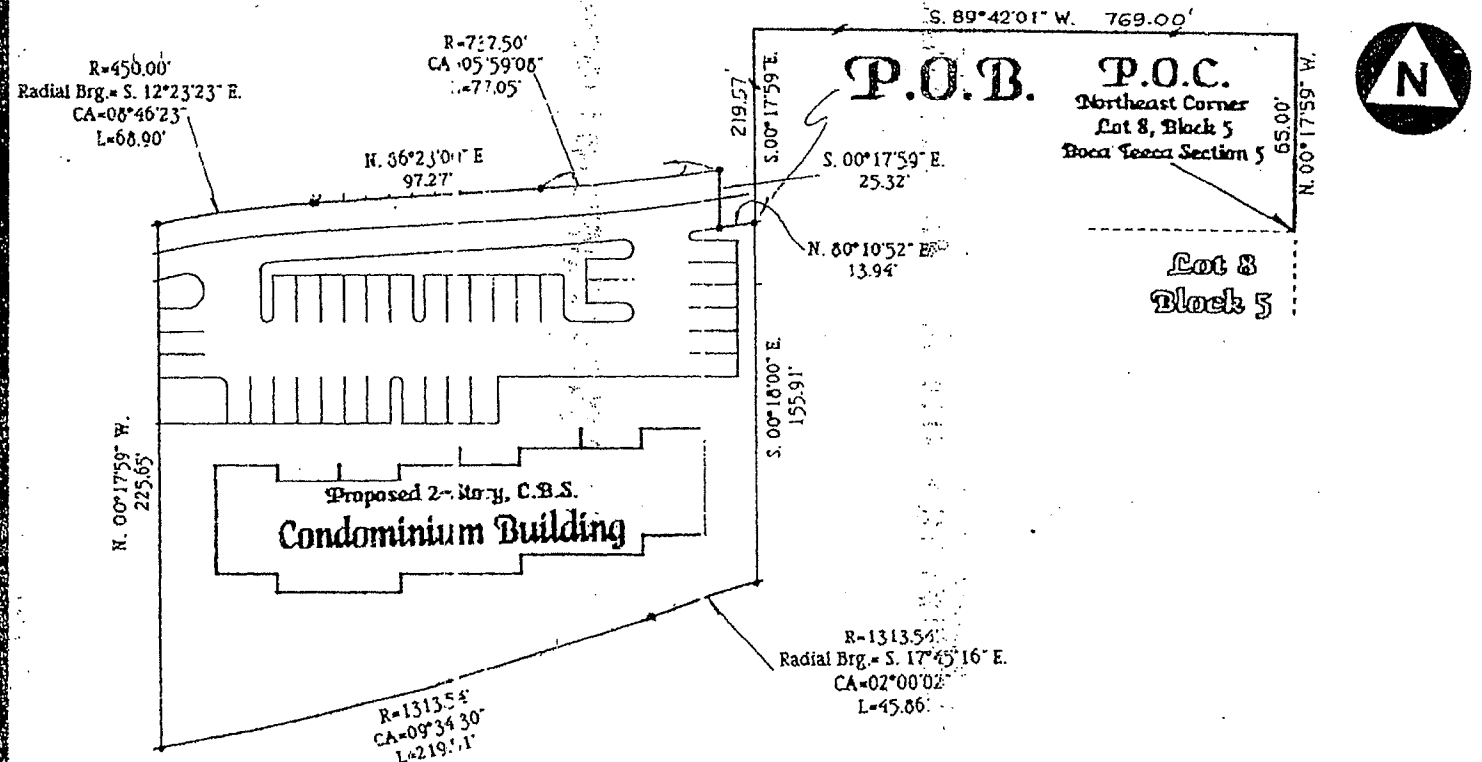
ORB 6653 Pg 611 -146-

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

All Improvements Shown Hereon Are Proposed

ORB 6653 Pg 612

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 22 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 6)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 769.00 feet; Thence, South 00°17'59" East, a distance of 219.57 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 155.91 feet to a point on a curve, concave Southerly, having a radius of 1313.54 feet, and whose radius point bears South 17°45'16" East; Thence, Westerly along said curve, through a central angle of 02°00'02", a distance of 45.86 feet to the point of reverse curvature of a curve, concave Northerly, having a radius of 1313.54 feet; Thence, Westerly along said curve, through a central angle of 09°34'30", a distance of 219.51 feet to the end of said curve; Thence, North 00°17'59" West, a distance of 225.65 feet to a point on a curve, concave Southerly, having a radius of 450.00 feet, and whose radius point bears South 12°23'23" East; Thence, Easterly along said curve, through a central angle of 08°46'23", a distance of 68.90 feet to the point of tangency; Thence, North 86°23'00" East, a distance of 97.27 feet to the point of curvature of a curve to the left, having a radius of 737.50 feet; Thence, Easterly along said curve, through a central angle of 05°59'08", a distance of 77.05 feet to the end of said curve; Thence, South 00°17'59" East, a distance of 25.32 feet; Thence, North 80°10'52" East, a distance of 13.94 feet to the point of beginning (P.O.B.)

Containing 52666 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

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

ORB 6253 Pg 613

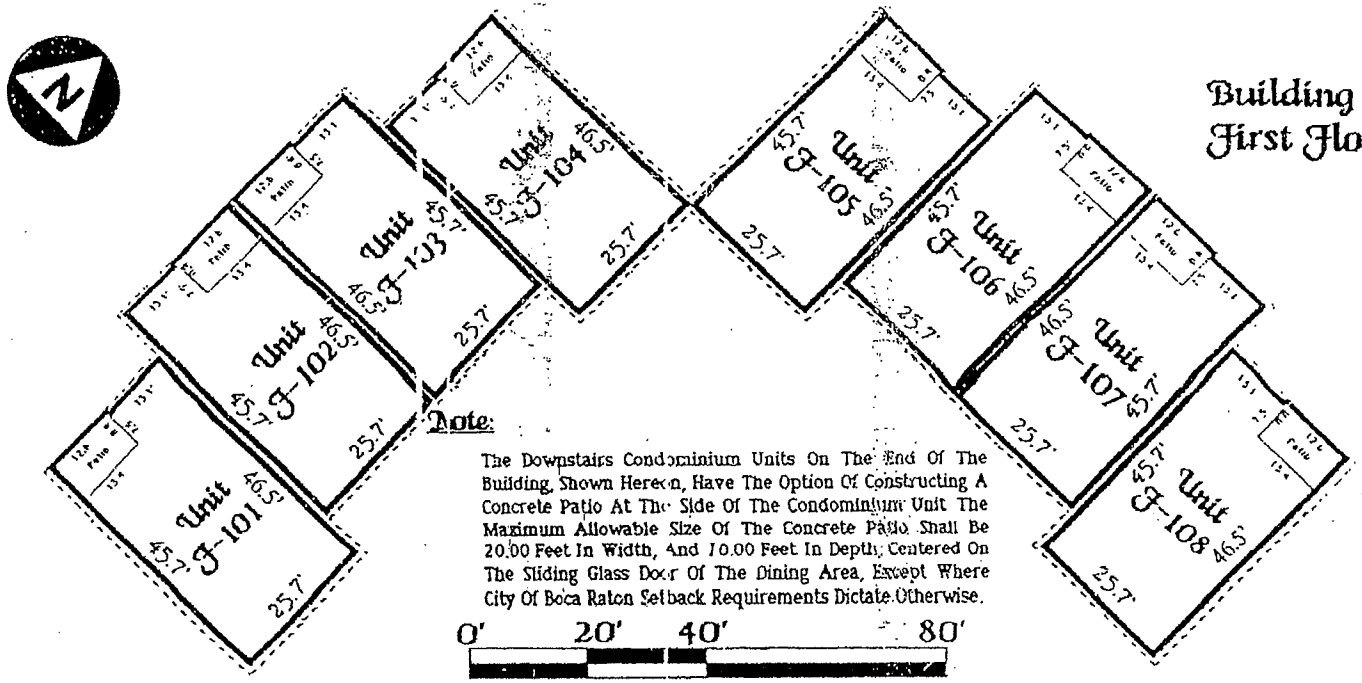
All Improvements Shown Hereon Are Proposed

ORB 6653 Pg 614

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 24 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

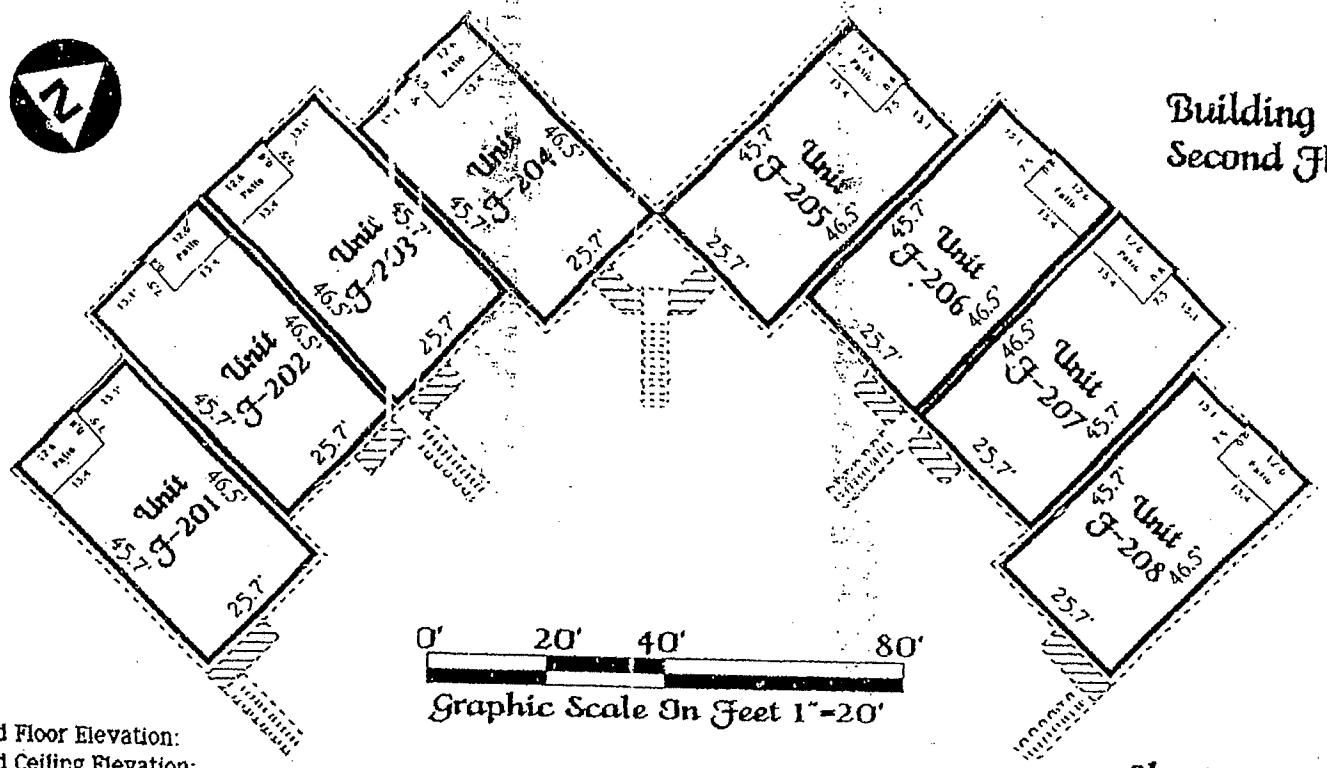
All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 615

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 25 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "E" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 7, are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D.,

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

ORB 6553 Pg 616 -151-

Sheet 26 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

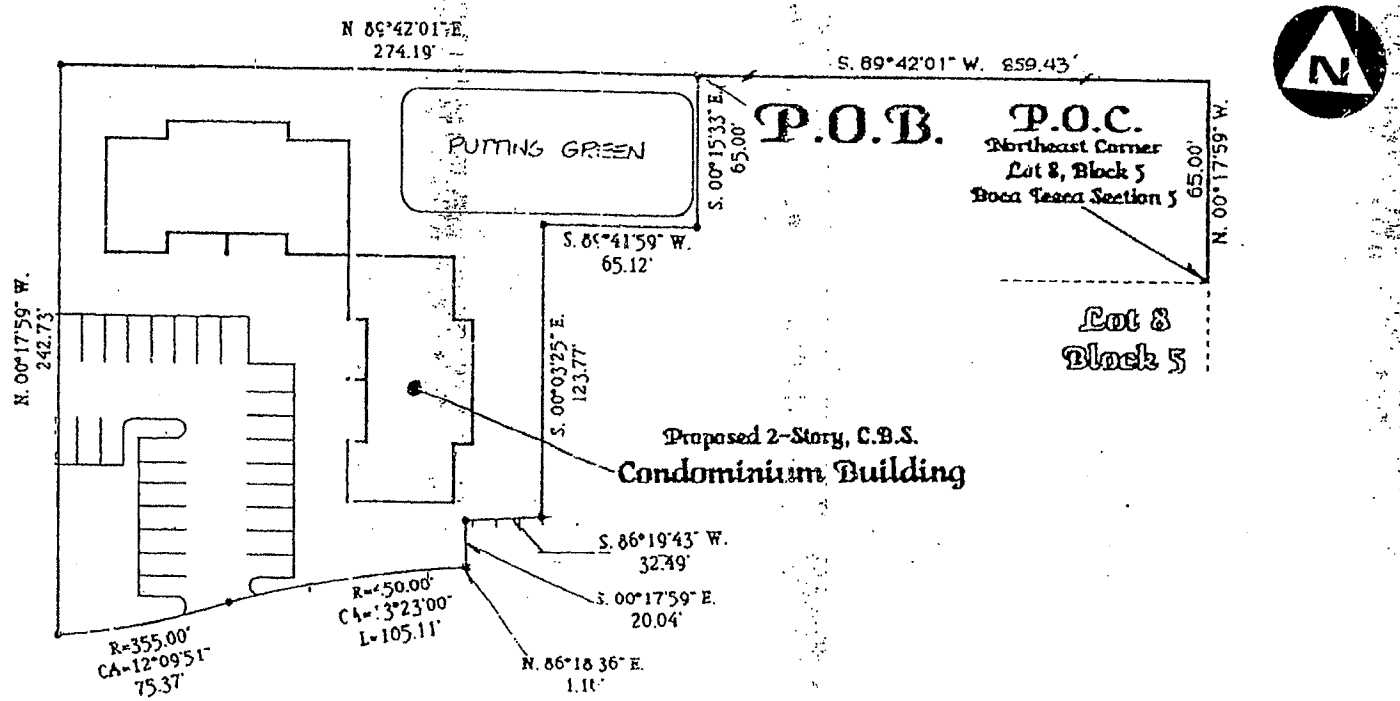
All Improvements Shown Hereon Are Proposed

P-650

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

ORB 6653 Pg 617

Exhibit "E" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 27 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

-152-

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 7)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 859.43 feet for a point of beginning (P.O.B.)

Thence, South 00°15'33" East, a distance of 65.00 feet; Thence, South 89°41'59" West, a distance of 65.12 feet; Thence, South 00°03'25" East, a distance of 123.77 feet; Thence, South 86°19'43" West, a distance of 32.49 feet; Thence, South 00°17'59" East, a distance of 20.04 feet; Thence, North 86°18'36" East, a distance of 1.16 feet to the point of curvature of a curve to the left, having a radius of 450.00 feet; Thence, Westerly along said curve, through a central angle of 13°23'00", a distance of 105.11 feet to the point of reverse curvature of a curve, concave Northerly, having a radius of 355.00 feet; Thence, Westerly along said curve, through a central angle of 12°09'51", a distance of 75.37 feet to the end of said curve; Thence, North 00°17'59" West, a distance of 242.73 feet; Thence, North 89°42'01" East, a distance of 274.19 feet to the point of beginning (P.O.B.)

Containing 50227 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

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OR 6653 Pg 618

Sheet 28 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

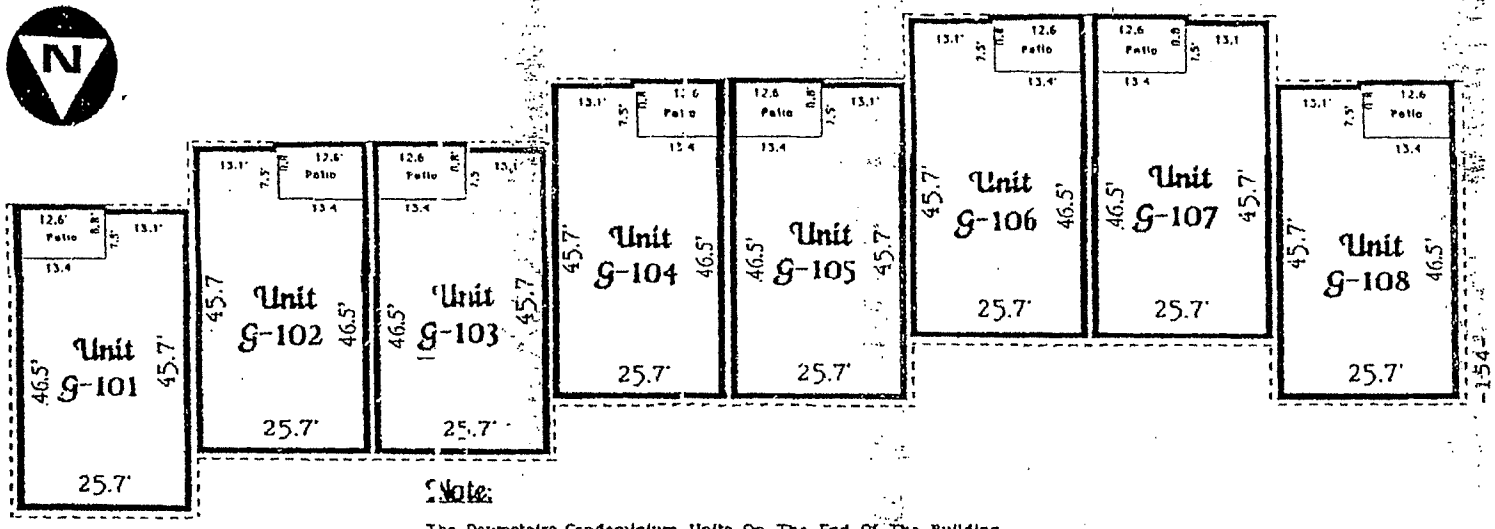
P-6500

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

ORB 6653 Pg 619

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Building G
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 29 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

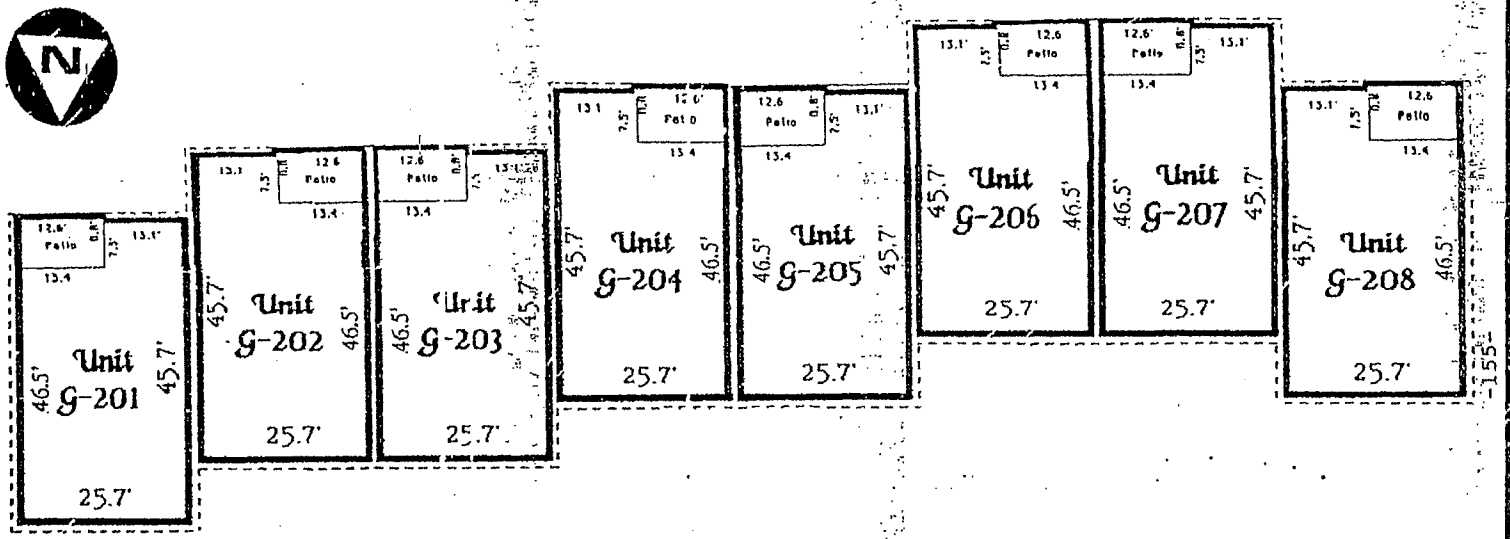
P-6500

ORB 6653 Pg 620

Exhibit "E" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building G
First Floor

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 30 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administor oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 8, are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D.

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

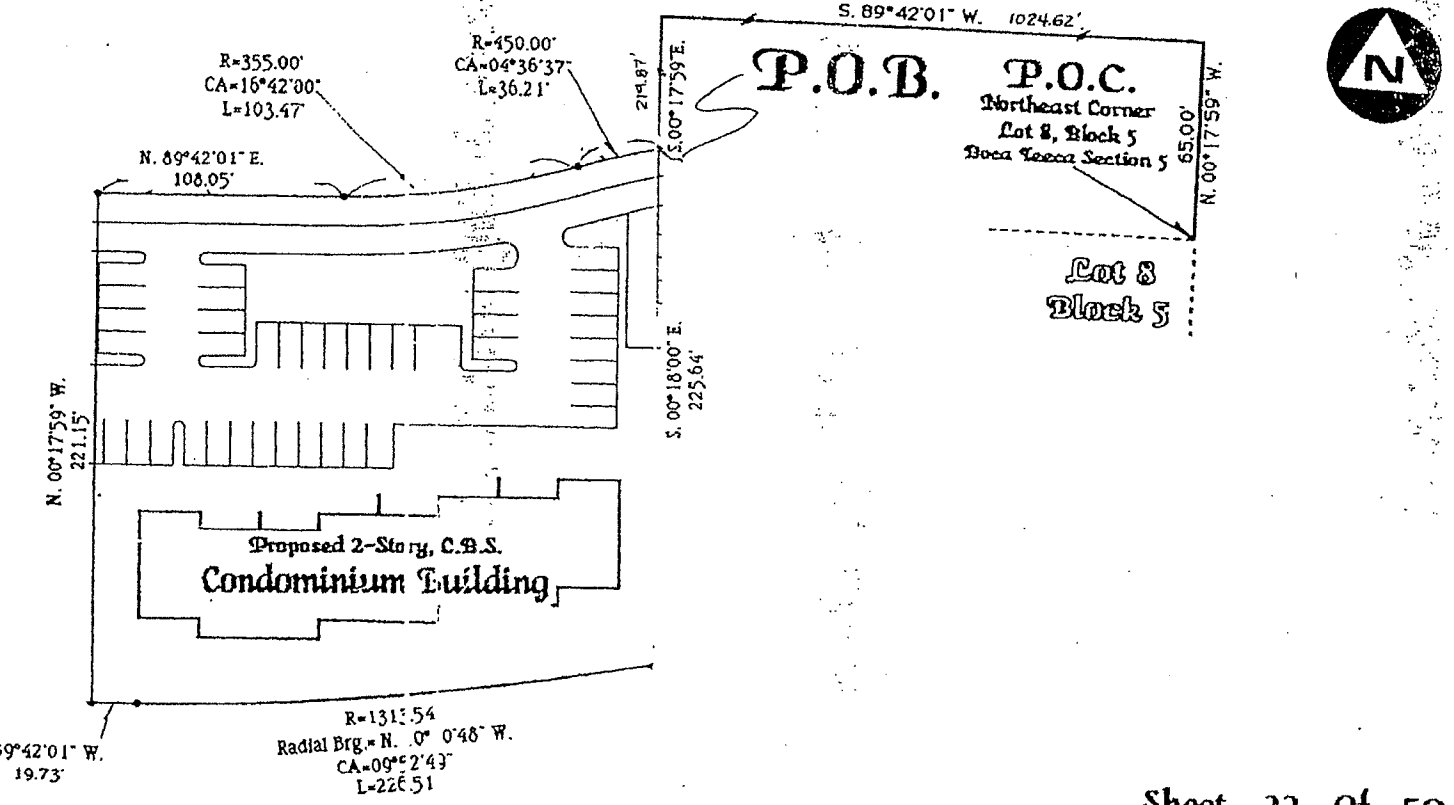
-95T- ORB 6653 Pg 621

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

All Improvements Shown Hereon Are Proposed

ORB 6653 Pg 622

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium



Sheet 32 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

-157-

Exhibit "B" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 8)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 1024.62 feet; Thence, South 00°17'59" East, a distance of 219.87 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 225.64 feet to a point on a curve, concave Northerly, having a radius of 1313.54 feet, and whose radius point bears North 10°10'48" West; Thence, Westerly along said curve, through a central angle of 09°52'49", a distance of 226.51 feet to the point of tangency; Thence, South 89°42'01" West, a distance of 19.73 feet; Thence, North 00°17'59" West, a distance of 221.15 feet; Thence, North 89°42'01" East, a distance of 108.05 feet to the point of curvature of a curve to the left, having a radius of 355.00 feet; Thence, Easterly along said curve, through a central angle of 16°42'00", a distance of 103.47 feet to the point of reverse curvature of a curve, concave Southerly, having a radius of 450.00 feet; Thence, Easterly along said curve, through a central angle of 04°36'37", a distance of 36.21 feet to the point of beginning (P.O.B.)

Containing 53947 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

-651- ORB 5653 Pg 623

Sheet 33 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

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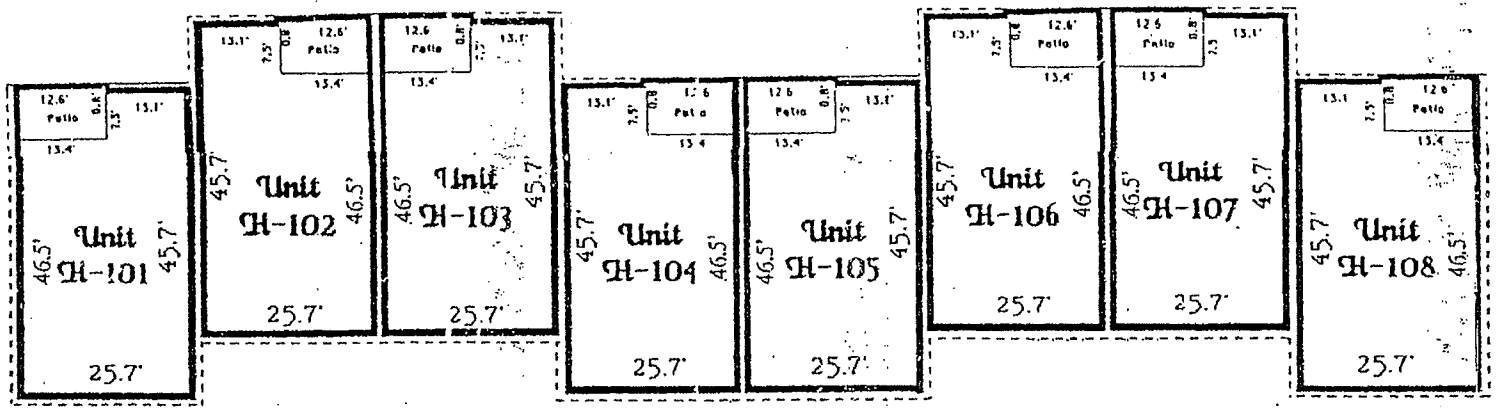
ORB 6653 Pg 624

Exhibit "E" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Building H
First Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 34 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

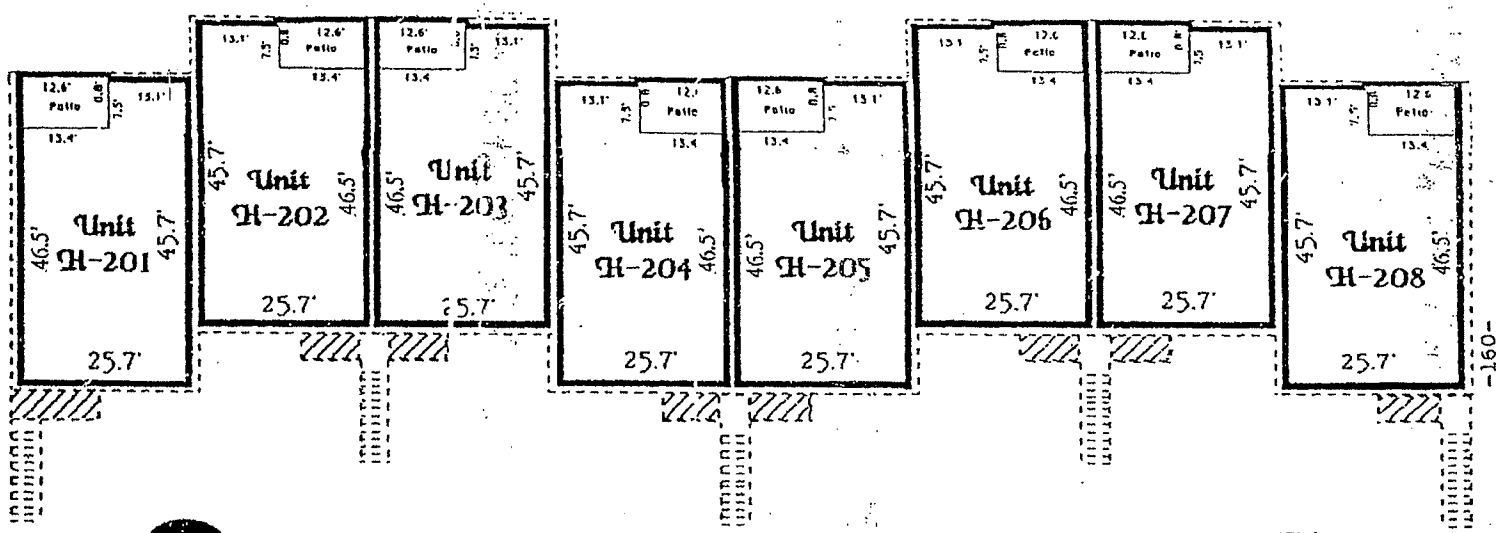
P-6500

-159-

ORB 6653 Pg 625

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



N

Building H
Second Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 35 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "E" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
SS
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 9 , are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught :

Sworn to, and subscribed before me
this _____ day of
_____A.D.

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

-191- ORB 6653 Pg 626

Sheet 36 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-650

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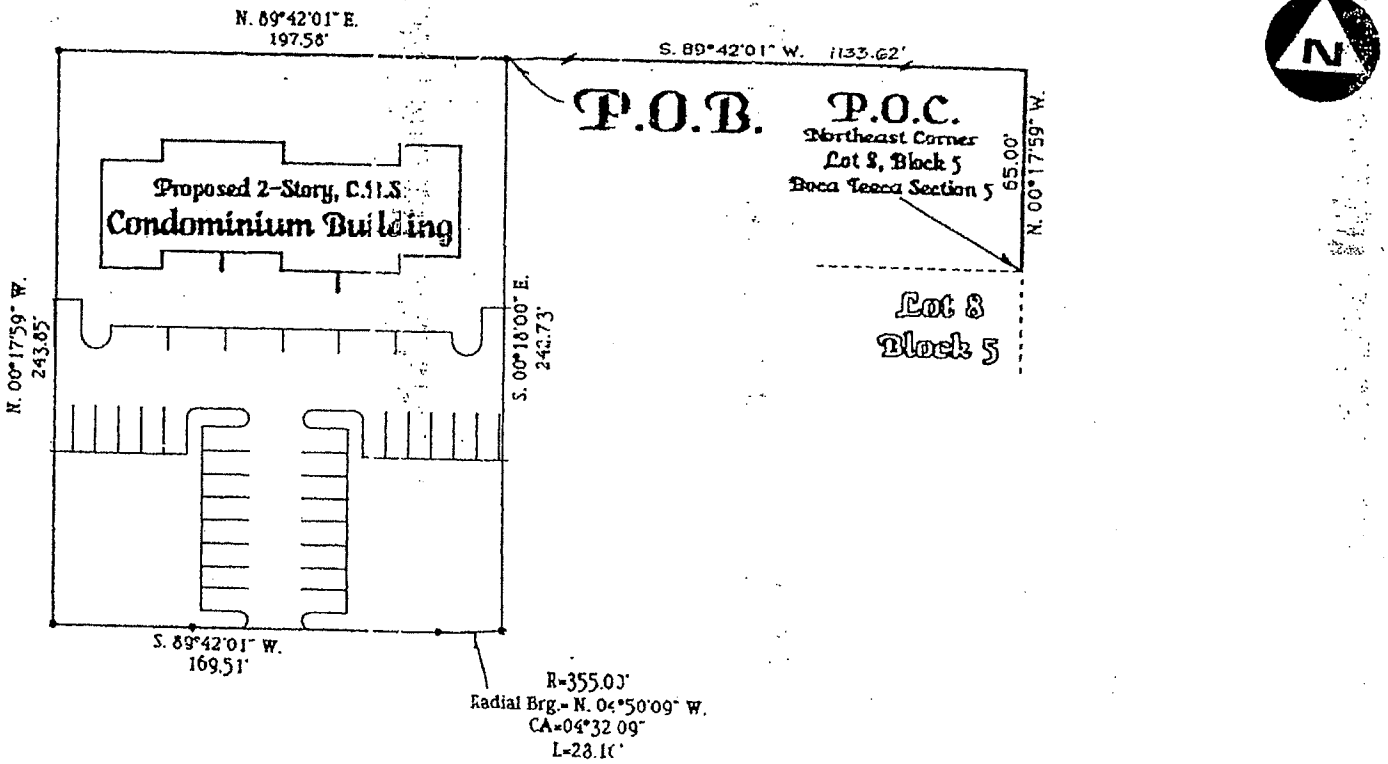
ORB 6653 Pg 627

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



-162-

Sheet 37 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 9)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 1133.62 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 242.73 feet to a point on a curve, concave Northerly, having a radius of 355.00 feet, and whose radius point bears North 04°50'09" West; Thence, Westerly along said curve, through a central angle of 04°32'09", a distance of 28.10 feet to the point of tangency; Thence, South 89°42'01" West, a distance of 169.51 feet; Thence, North 00°17'59" West, a distance of 243.85 feet; Thence, North 89°42'01" East, a distance of 197.58 feet to the point of beginning (P.O.B.)

Containing 48169 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

-153-

OR 6653 Pg 628

All Improvements Shown Hereon Are Proposed

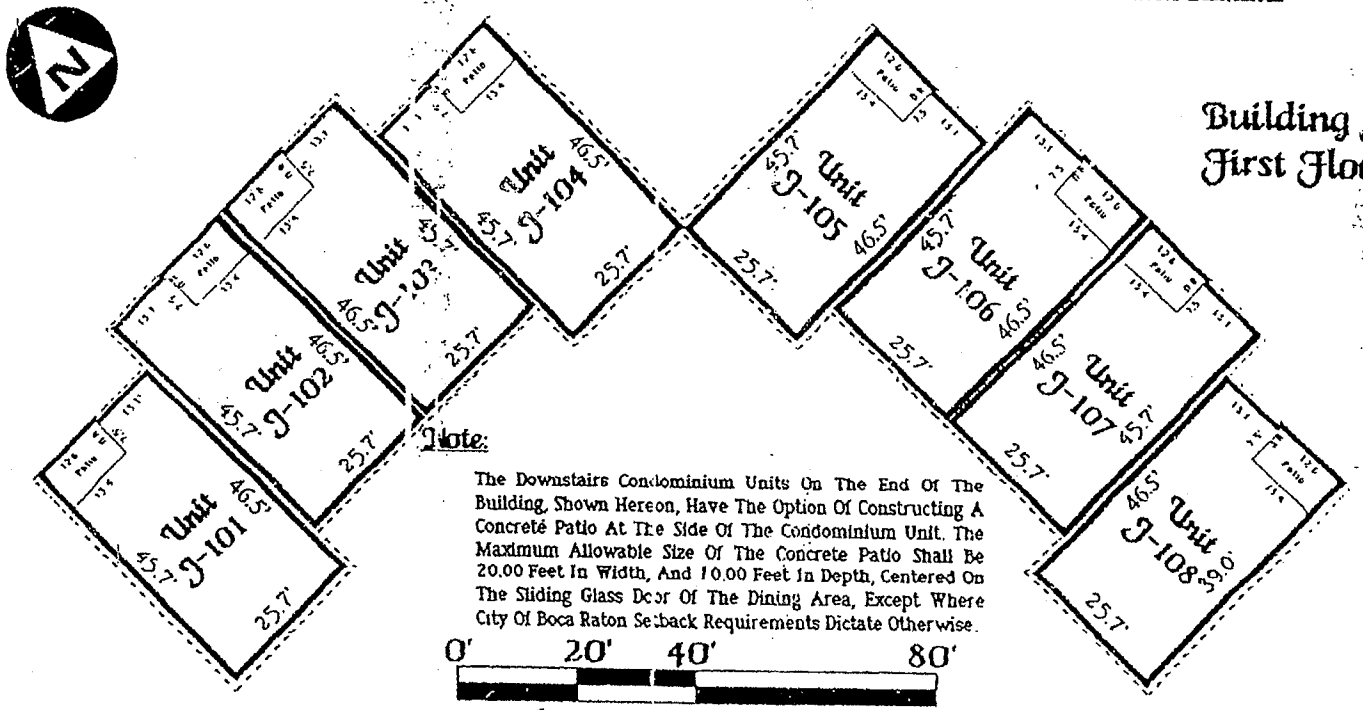
P-6500

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

ORB 6653 Pg 629

Exhibit "2" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 39 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

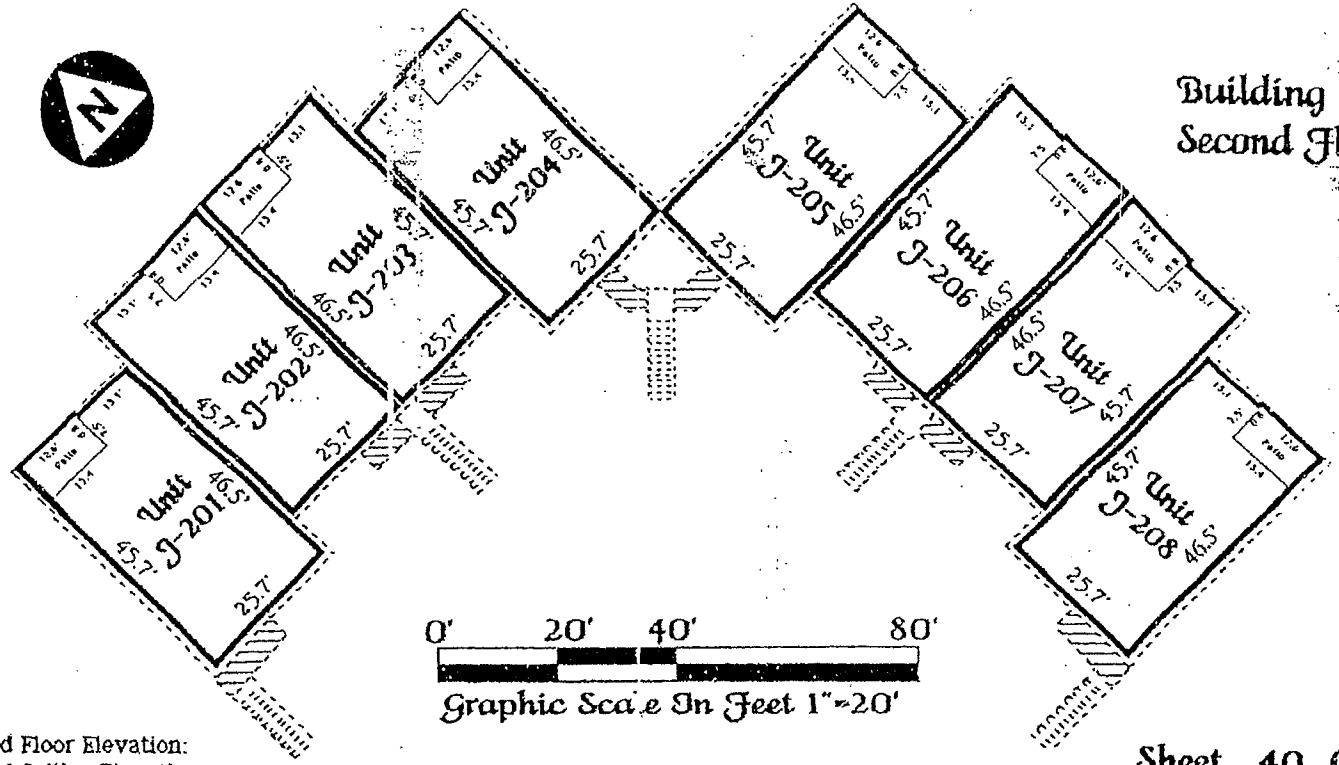
-164-

P-6500

ORB 6653 Pg 630

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 40 Of 50

-165-

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

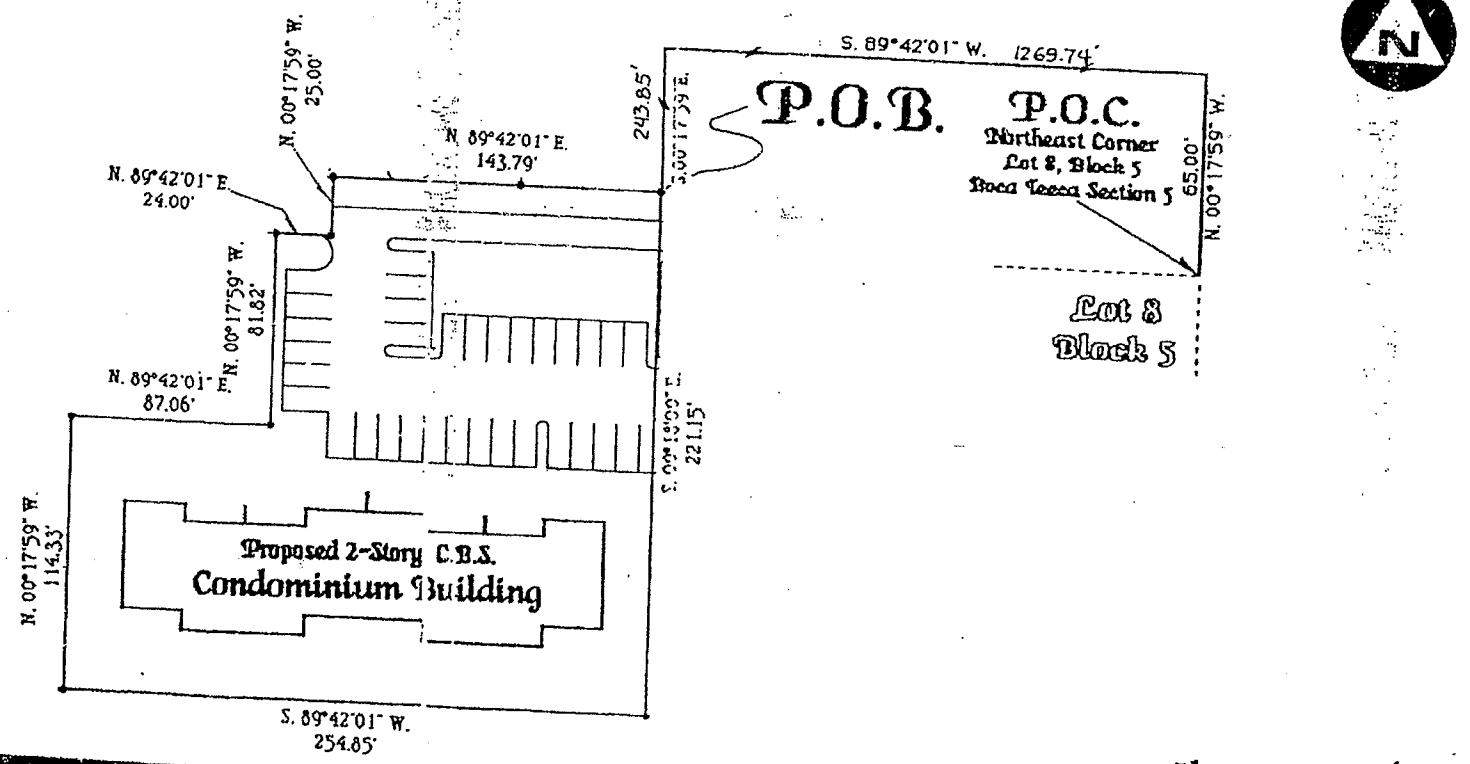
All Improvements Shown Hereon Are Proposed

P-6500

ORB 6653 Pg 631

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



-166-

Sheet 41 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "B" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
SS
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following:

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2. That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 10, are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught:

Sworn to, and subscribed before me
this _____ day of
_____ A.D.,

_____
Mary E. Gunn
Notary Public, State of Florida
My commission expires

By: _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

-191- ORB 6653 Pg 632

Sheet 42 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-650

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

ORB 6653 Pg 633

Exhibit "L" To The Declaration Of Condominium Of San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 10)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 1269.74 feet. Thence, South 00°17'59" East, a distance of 243.85 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 221.15 feet; Thence, South 89°42'01" West, a distance of 254.85 feet; Thence, North 00°17'59" West, a distance of 114.33 feet; Thence, North 89°42'01" East, a distance of 87.06 feet; Thence, North 00°17'59" West, a distance of 81.82 feet; Thence, North 89°42'01" East, a distance of 24.00 feet; Thence, North 00°17'59" West, a distance of 25.00 feet; Thence, North 89°42'01" East, a distance of 143.79 feet to the point of beginning (P.O.B.)

Containing 46460 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

-168-

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

Sheet 43 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

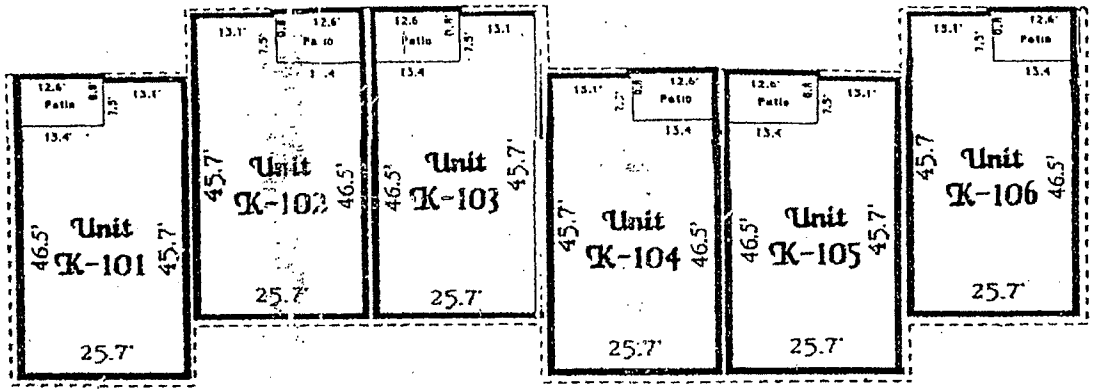
P-6500

ORB 6653 Pg 634

Exhibit "E" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



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

-169-

Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

Building K
First Floor

0' 20' 40' 80'

Graphic Scale On Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 44 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

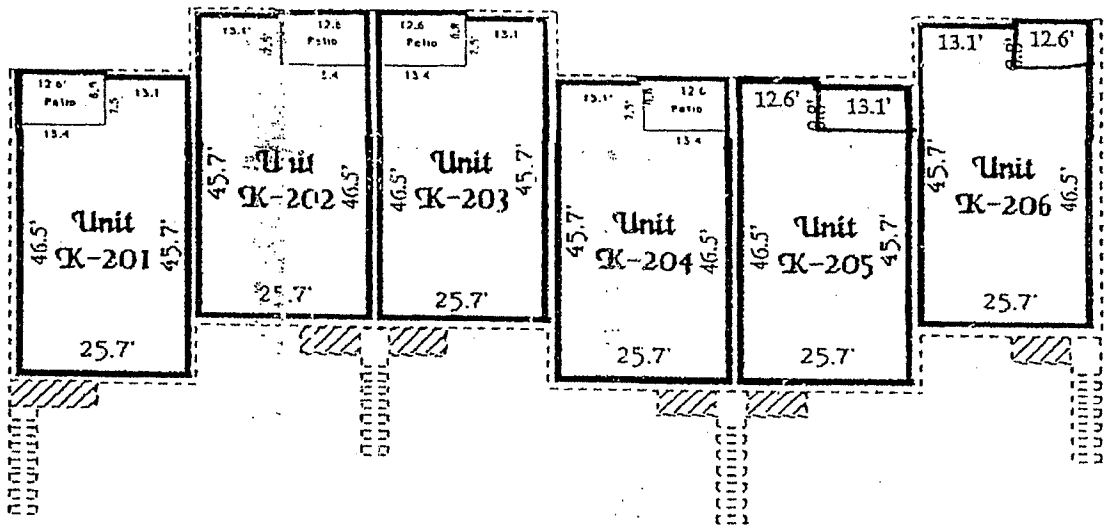
P-6500

ORB 6653 Pg 635

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Building K
Second Floor

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 45 Of 50

-170-

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "L" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Surveyor's Certification:

State Of Florida)
ss
County Of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths, and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, deposes and says the following :

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor number 2424.

2 That the boundaries of the Real Property, shown and described herein, attached hereto and made a part hereof, are true and correct to the best of my knowledge and belief, the same being based on a Boundary Survey, performed under my personal direction, and that the Survey meets the minimum technical standards, as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

3. That the construction of the improvements for San De Vance Golf & Tennis Club No. 1, A Condominium, Phase II, are substantially complete so that the attached Survey, Site Plan and Graphic Description of the improvements, describing the Condominium Property, together with the provisions of said declaration of Condominium, describing the Condominium property, present an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements, and each unit, can be determined from said materials.

Further affiant sayeth naught :

Sworn to, and subscribed before me
this _____ day of
_____ A.D.,

_____
Mary E Gunn
Notary Public, State of Florida
My commission expires

By : _____
Wm. R. Van Campen, R.L.S.
Florida certificate number 2424

-171- ORB 6653 Pg 636

Sheet 46 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

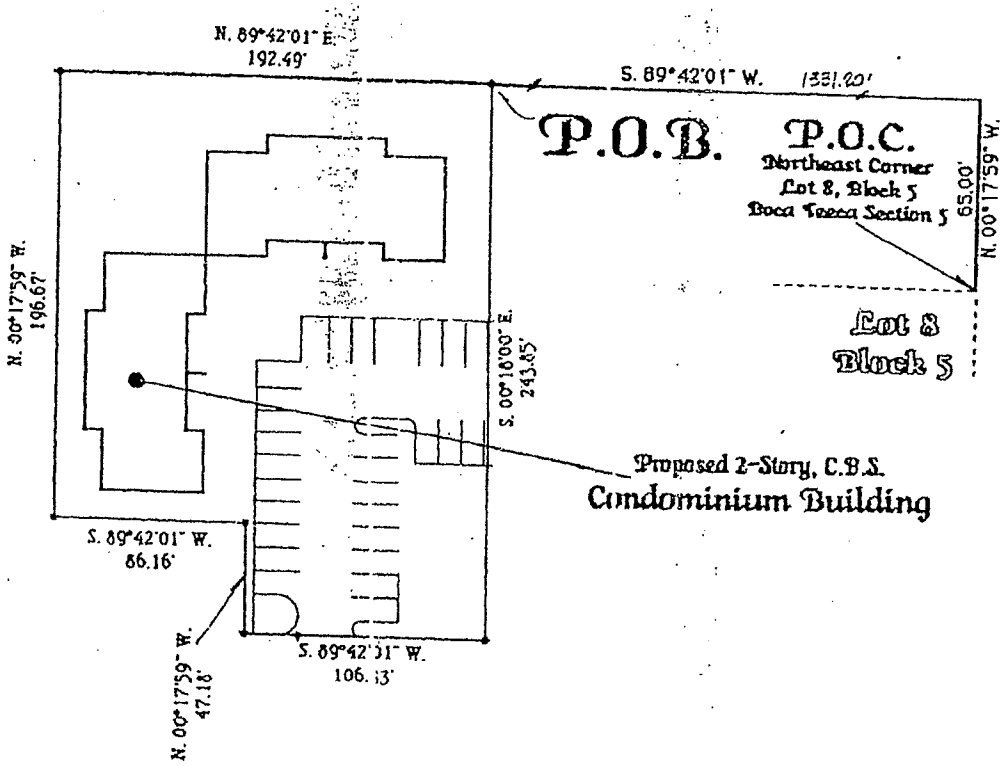
P-650

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

ORB 6653 Pg 637

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium



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

-172-

Sheet 47 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

Exhibit "B" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Legal Description:

(San De Vance Golf & Tennis Club No. 1, A Condominium, Phase 11)

A parcel of land lying in Block 5, Boca Teeca Section 5, according to the Plat thereof, as recorded in Plat Book 30, Pages 233 through 236, inclusive, Public Records, Palm Beach County, Florida; said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 5, said Boca Teeca Section 5; Thence, North 00°17'59" West, a distance of 65.00 feet; Thence, South 89°42'01" West, a distance of 1331.20 feet for a point of beginning (P.O.B.)

Thence, South 00°18'00" East, a distance of 243.85 feet; Thence, South 89°42'01" West, a distance of 106.33 feet; Thence, North 00°17'59" West, a distance of 47.18 feet; Thence, South 89°42'01" West, a distance of 86.16 feet; Thence, North 00°17'59" West, a distance of 196.67 feet; Thence, North 89°42'01" East, a distance of 192.49 feet to the point of beginning (P.O.B.)

Containing 42673 square feet, more or less.

Subject to easements, reservations, restrictions and rights of way of record.

-171- ORB 6653 Pg 638

Sheet 48 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

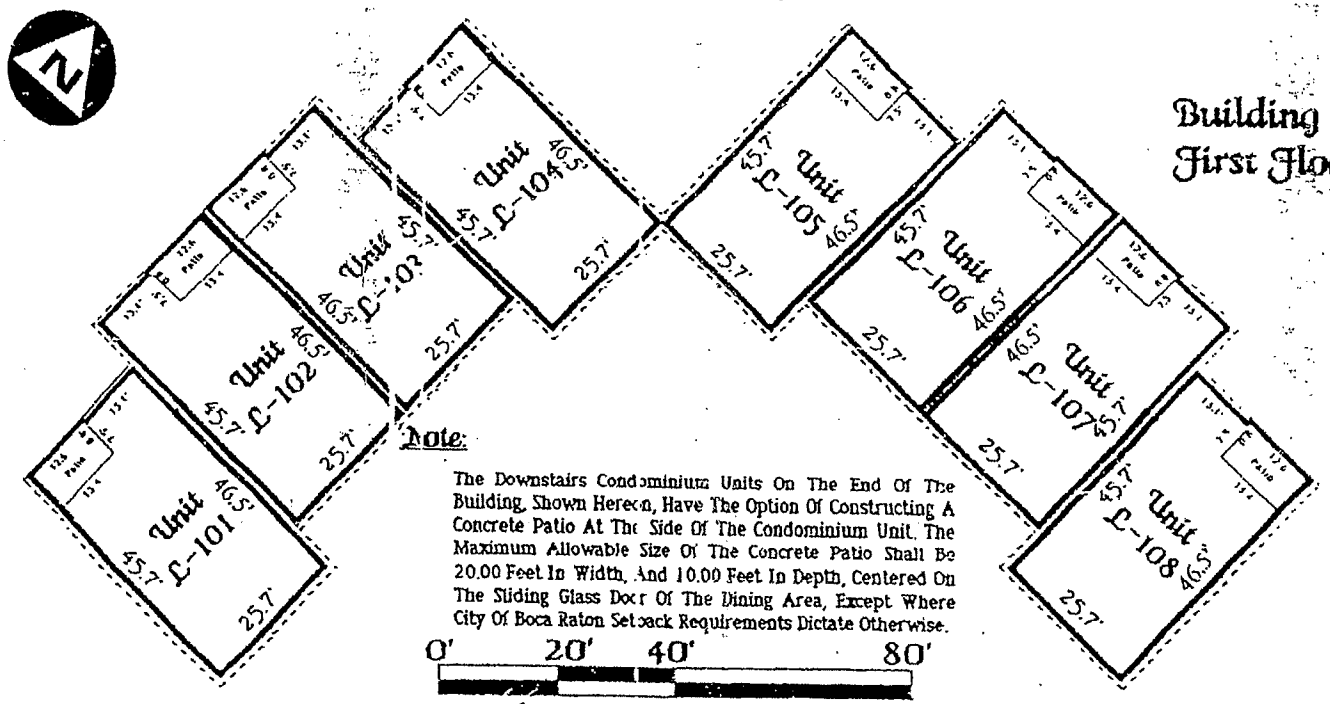
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

ORB 6653 Pg 639

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



Note:

The Downstairs Condominium Units On The End Of The Building, Shown Hereon, Have The Option Of Constructing A Concrete Patio At The Side Of The Condominium Unit. The Maximum Allowable Size Of The Concrete Patio Shall Be 20.00 Feet In Width, And 10.00 Feet In Depth, Centered On The Sliding Glass Door Of The Dining Area, Except Where City Of Boca Raton Setback Requirements Dictate Otherwise.

0' 20' 40' 80'

Graphic Scale In Feet 1"=20'

Finished Floor Elevation:
Finished Ceiling Elevation:

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Sheet 49 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

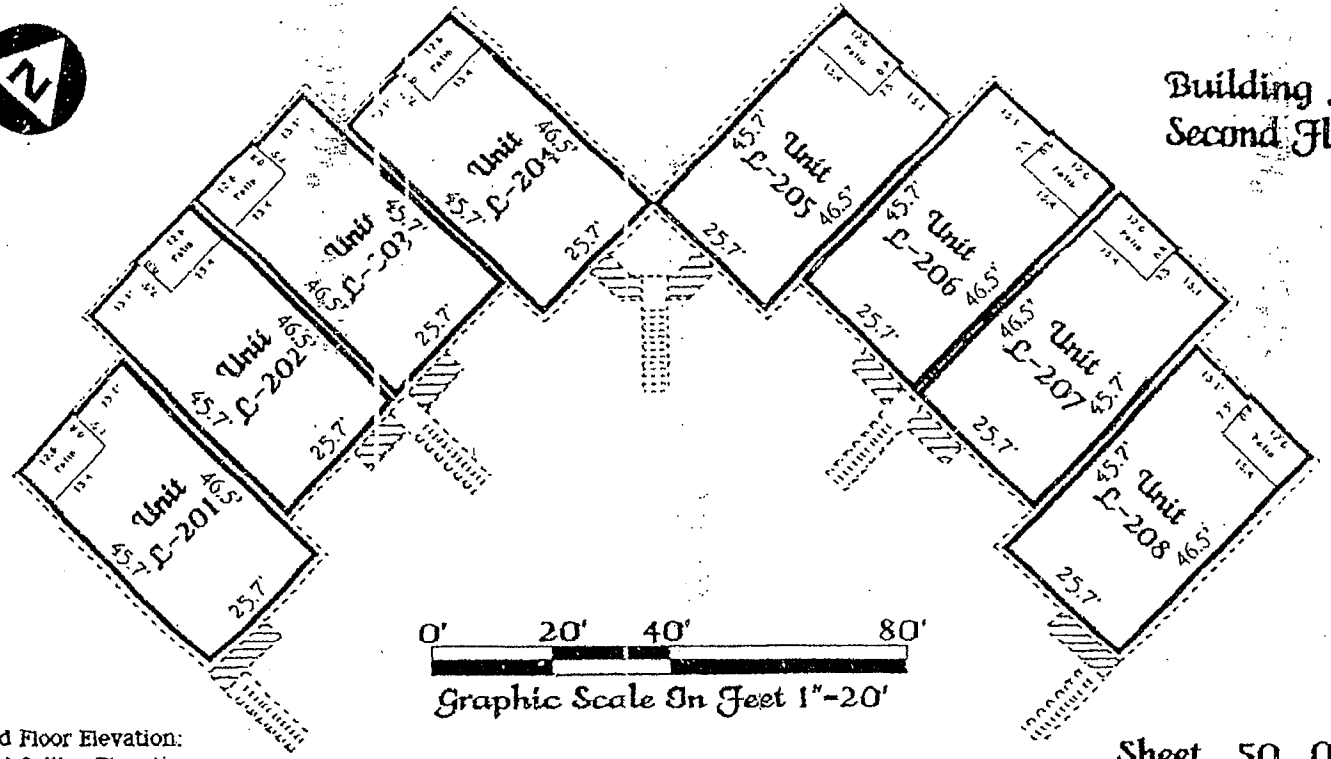
P-6500

ORB 6653 Ps 640

Exhibit "L" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Location Of Condominium Unit Boundaries And Location Of Common And Limited Common Elements



-175-

Finished Floor Elevation:
Finished Ceiling Elevation:

Sheet 50 Of 50

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

All Improvements Shown Hereon Are Proposed

P-6500

TYPICAL FLOOR PLAN OF ALL UNITS IN
PHASES 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

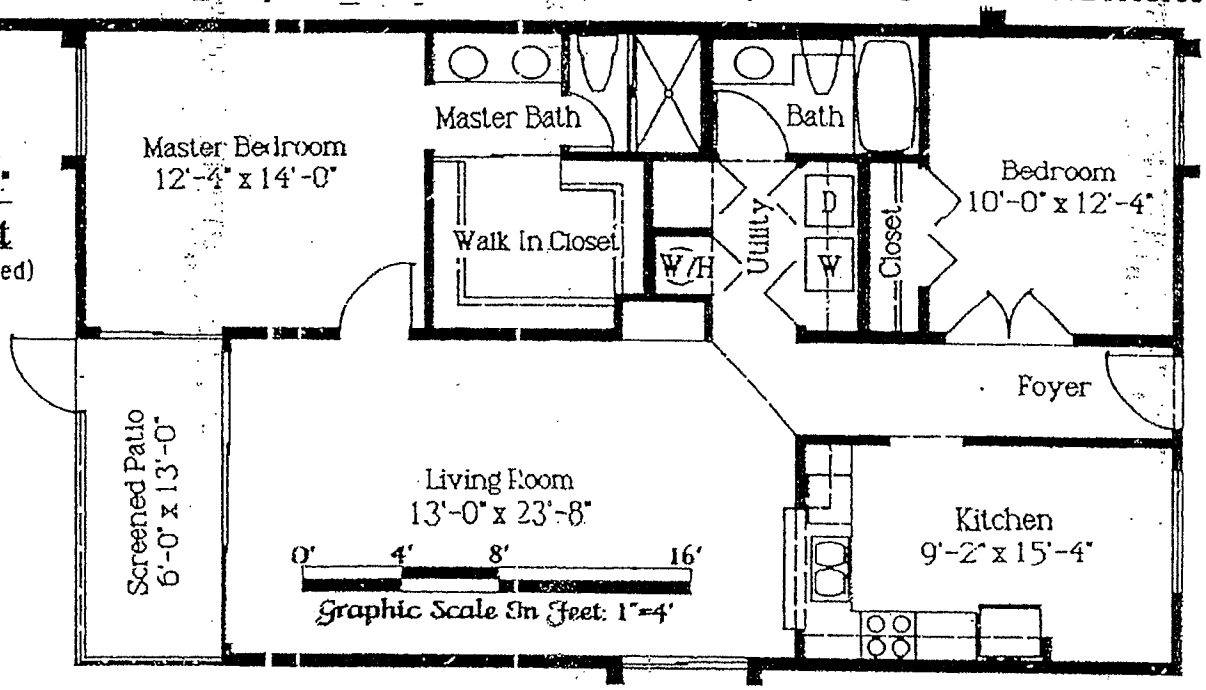
EXHIBIT "M"
-175(A)-

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1680 NORTHEAST 130TH STREET
NORTH MIAMI, FLORIDA 33161-3463
TEL. (305) 892-9270

ORB 6653 Pg 642

Exhibit "1" To The Declaration Of Condominium Of
San De Vance Golf & Tennis Club No. 1, A Condominium

Typical Type "A" End Unit
(May Be Reversed)



Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project will contain 56 units of the above size and dimension.

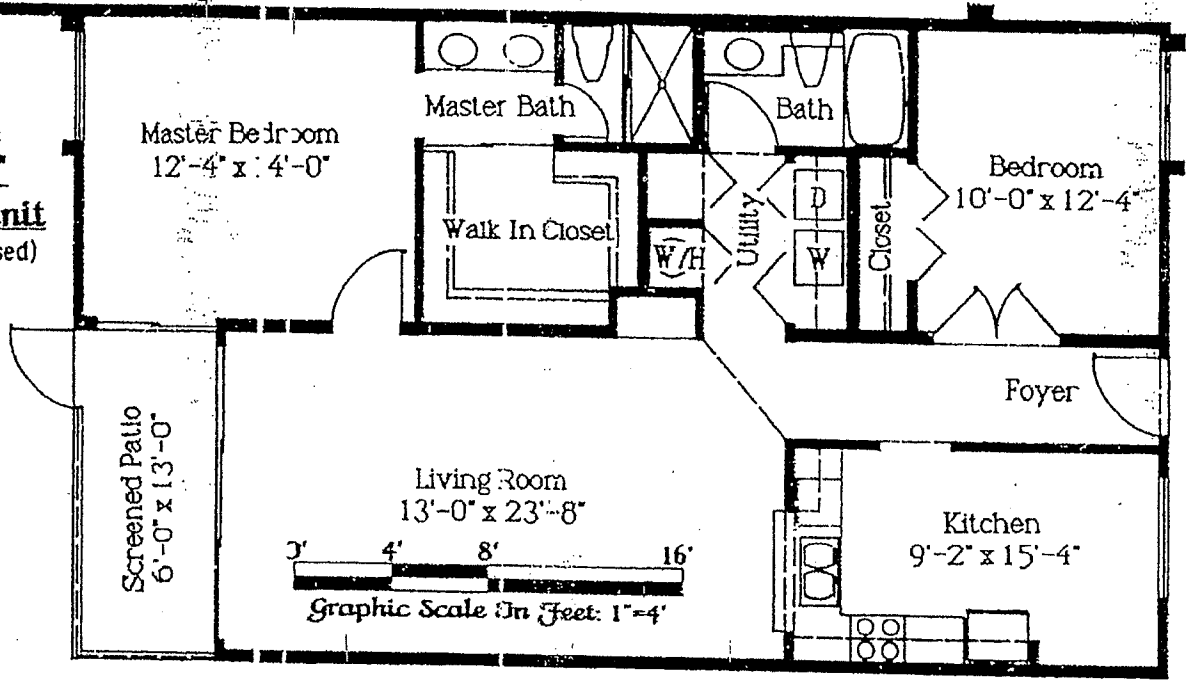
Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

ORB 6653 Pg 643

Exhibit "1" To The Declaration Of Condominium Of

San De Vance Golf & Tennis Club No. 1, A Condominium

Typical Type "B" Interior Unit
(May Be Reversed)



Notes:

1. Purchasers are advised, that the dimensions stated hereon are approximations only, and that the actual dimensions of this unit, as well as the room arrangement of the unit type, may vary from unit to unit, based upon physical conditions, and requests by purchasers for particular changes.
2. This sheet is supplied for informational purposes only, and is not included in the Surveyor's Certification to the Condominium Documents.
3. If all phases are constructed, the project will contain 116 units of the above size and dimension.

Bench Mark Land Surveying & Mapping, Inc., Riviera Beach FL - West Palm Beach, FL

PHASE CONDOMINIUM STATEMENT

EXHIBIT "N"

THIS IS A PHASE CONDOMINIUM ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM (SEE DECLARATION OF CONDOMINIUM, PAGE 3, PAR. 3.1 THROUGH 3.6, AND PAGE 30, PAR. 26.6)

The project may be constructed in eleven phases. Each phase provides for the construction of a two story building containing 16 two bedroom, two bath units of 1,170 square feet for each unit, except Phase 9 which will contain 12 units of like size and dimension. All phases must be completed within seven years from date of recording of the Declaration.

The addition of additional parcels will be accomplished by the submission of each parcel to condominium ownership as the building and improvements on each parcel are completed. As subsequent parcels are added, they will be governed by the same condominium association. It is not anticipated that the addition of subsequent places will have significant impact on any unit owners' rights. The adding of subsequent phases will reduce the percentage of common elements attributed to each unit as set forth in Exhibit "2", Page 65, but each unit will at all times continue to have one vote. If the Developer at its discretion decides not to add additional phases, the owners of the phases recorded shall comprise the complete membership of the Association, and will cast 100% of the votes and own 100% of the common elements.

The recreation facilities of SAN DE VANCE GOLF & TENNIS CLUB will be completed prior to completion of Phase 6. The membership facilities of BOCA TEECA COUNTRY CLUB, both social and golf, are presently available and in use.

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

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION OF
SAN DE VANCE GOLF AND TENNIS CLUB CONDOMINIUM
ASSOCIATION NO. 1, INC.

EXHIBIT "B"

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ARTICLES OF INCORPORATION

OF

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC.

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, hereinafter referred to as "Articles", set forth:

I.

The name of this corporation shall be SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC. This corporation shall hereinafter be referred to as "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to Fla. Stat. 718, hereinafter referred to as the "Condominium Act", to operate SAN DE VANCE GOLF & TENNIS CLUB NO 1, A CONDOMINIUM, hereinafter referred to as the "Condominium", 5910 N. W. 2nd Avenue, Boca Raton, Florida, in accordance with the Declaration of Condominium, these Articles and the By-Laws of the Association.

III.

All definitions in the Declaration of Condominium and Exhibits attached hereto shall prevail in this instrument when applicable.

IV.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto, including these Articles and the By-Laws of this Association.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium, these Articles, the By-Laws of the Association and Fla. Stat. 718, et seq., including but not limited to:

a. to make and establish Rules and Regulations governing the use of the Condominium Property.

b. Except as limited by Fla. Stat. 718.111(6), to levy and collect assessments from members of the Association to defray the Common Elements of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property and the Association, the acquiring, operating, leasing, managing and otherwise dealing with the property, whether real or personal (including Units in said Condominium), which may be necessary or

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convenient for the operation and management of the Condominium and to do all things necessary to accomplish the purposes set forth in said Declaration of Condominium.

c. To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

d. To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Declaration of Condominium and Exhibits attached thereto.

e. To enforce the provisions of said Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations governing the use of said Condominium.

f. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association pursuant to the Declaration of Condominium.

g. To acquire and enter into agreements whereby the Association acquires an interest in property, either in its own name or through organizations of which it is a member; or a leasehold, membership or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members.

h. To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.

i. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

V.

The qualifications of members, the manner of their admission, termination of such membership and voting by members shall be as follows:

1. The owners of all Units in the Condominium and the subscribers to these Articles shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this Article V. Membership of the subscribers shall terminate upon the Sponsor being divested of all Units in the Condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

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3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration or in the By-Laws hereinafter adopted by the Association.

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

VI.

The Association shall have perpetual existence.

VII.

The principal place of business of the Association shall be located on the Condominium Property, Haverhill Road, West Palm Beach, Florida. The registered office of the Association shall be located at 5910 N. W. 2nd Avenue, Boca Raton, Florida, and the Registered Agent at such address shall be STEVEN WHITEHILL.

VIII.

The affairs of the Association will be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The Board shall consist of three (3) members until the Sponsor has sold all Units in all the phases constructed in the Condominium. Thereafter, the number of directors may be increased from time to time to a maximum of nine (9) by a majority vote of the Board of Directors.

Directors of the Association shall be elected in the manner provided by the By-Laws at the annual meeting of the members. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve until their successors are elected pursuant to the By-Laws. If a director is to be replaced by a person elected by the Unit Owners other than Sponsor, Sponsor shall designate which Sponsor-appointed director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, or Sponsor as the by-Laws provide.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

HENRY WHITEHILL	5910 N. W. 2nd Avenue Boca Raton, Florida
ANDREW WHITEHILL	5910 NW 2nd Avenue Boca Raton, Florida
STEVEN WHITEHILL	5510 N. W. 2nd Avenue Boca Raton, Florida

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The Board of Directors shall have the power to adopt the budget of the Association.

The transfer of control from the Sponsor to the Unit Owners shall be in accordance with the provisions of Fla. Stat. 718.301 and the By-Laws.

XI.

The officers of the Association shall be elected by the Board of Directors at their first meeting following election of Directors by members and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are elected are as follows:

STEVEN WHITEHILL — President

HENRY WHITEHILL — Secretary

X.

The subscribers of these Articles are STEVEN WHITEHILL, HENRY WHITEHILL, and the full names of which subscribers and their respective post office addresses are more particularly set forth in Article VIII above.

XI.

The Association does hereby indemnify its officers and Directors as provided in the By-Laws.

XII.

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of the resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Properties. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the membership books.

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3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

a. The name of the corporation;
b. The amendments so adopted;
c. The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

Notwithstanding the foregoing provisions of this Article XII, so long as the Sponsor holds Units for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Sponsor if in the sole opinion of Sponsor, which shall be binding, such amendment affects the rights of Sponsor or affects the Sponsor's ability to sell or lease Units in the Condominium.

XIII.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, these Articles and the By-Laws of the Association.

XIV.

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contact, including those entered or to be entered into with Sponsor, or managing agent, shall be invalidated in whole or in part by the Association or any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Directors of the Association which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest (provided that in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be sufficient disclosure

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thereof. No director shall be disqualified from holding such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereon.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 5 day of November, 1984.

(SEAL)
STEVEN WHITEHILL

(SEAL)
HENRY WHITEHILL

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

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared STEVEN WHITEHILL, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared HENRY WHITEHILL, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared [illegible] who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida at Large

My Commission Expires:

I HEREBY ACCEPT the designation as Registered Agent as set forth in these Articles of Incorporation.

STEVEN WHITEHILL

LAW OFFICES

ARTICLES OF INCORPORATION OF

SAN DE VANCE GOLF AND TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC.

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC.

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, hereinafter referred to as "Articles", set forth:

I.

The name of this corporation shall be SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC. This corporation shall hereinafter be referred to as "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to Fla. Stat. 718, hereinafter referred to as the "Condominium Act", to operate SAN DE VANCE GOLF & TENNIS CLUB NO 1, A CONDOMINIUM, hereinafter referred to as the "Condominium", 5910 N. W. 2nd Avenue, Boca Raton, Florida, in accordance with the Declaration of Condominium, these Articles and the By-Laws of the Association.

III.

All definitions in the Declaration of Condominium and Exhibits attached hereto shall prevail in this instrument when applicable.

IV.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto, including these Articles and the By-Laws of this Association.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium, these Articles, the By-Laws of the Association and Fla. Stat. 718, et seq., including but not limited to:

a. to make and establish Rules and Regulations governing the use of the Condominium Property.

b. Except as limited by Fla. Stat. 718.111(6), to levy and collect assessments from members of the Association to defray the Common Elements of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property and the Association, the acquiring, operating, leasing, managing and otherwise dealing with the property, whether real or personal (including Units in said Condominium), which may be necessary or

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convenient for the operation and management of the Condominium and to do all things necessary to accomplish the purposes set forth in said Declaration of Condominium.

c. To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

d. To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Declaration of Condominium and Exhibits attached thereto.

e. To enforce the provisions of said Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations governing the use of said Condominium.

f. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association pursuant to the Declaration of Condominium.

g. To acquire and enter into agreements whereby the Association acquires an interest in property, either in its own name or through organizations of which it is a member; or a leasehold, membership or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members.

h. To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.

i. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

V.

The qualifications of members, the manner of their admission, termination of such membership and voting by members shall be as follows:

1. The owners of all Units in the Condominium and the subscribers to these Articles shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this Article V. Membership of the subscribers shall terminate upon the Sponsor being divested of all Units in the Condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

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NORTH MIAMI, FLORIDA 33181-0488
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3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration or in the By-Laws hereinafter adopted by the Association.

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

VI.

The Association shall have perpetual existence.

VII.

The principal place of business of the Association shall be located on the Condominium Property, Haverhill Road, West Palm Beach, Florida. The registered office of the Association shall be located at 5910 N. W. 2nd Avenue, Boca Raton, Florida, and the Registered Agent at such address shall be STEVEN WHITEHILL.

VIII.

The affairs of the Association will be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The Board shall consist of three (3) members until the Sponsor has sold all Units in all the phases constructed in the Condominium. Thereafter, the number of directors may be increased from time to time to a maximum of nine (9) by a majority vote of the Board of Directors.

Directors of the Association shall be elected in the manner provided by the By-Laws at the annual meeting of the members. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve until their successors are elected pursuant to the By-Laws. If a director is to be replaced by a person elected by the Unit Owners other than Sponsor, Sponsor shall designate which Sponsor-appointed director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, or Sponsor as the By-Laws provide.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

HENRY WHITEHILL	5910 N. W. 2nd Avenue Boca Raton, Florida
STEVEN WHITEHILL	5910 N. W. 2nd Avenue Boca Raton, Florida

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1860 NORTHEAST 125TH STREET
NORTH MIAMI, FLORIDA 33181-6025
TEL. (305) 893-3270

The Board of Directors shall have the power to adopt the budget of the Association.

The transfer of control from the Sponsor to the Unit Owners shall be in accordance with the provisions of Fla. Stat. 718.301 and the By-Laws.

IX.

The officers of the Association shall be elected by the Board of Directors at their first meeting following election of Directors by members and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are elected are as follows:

STEVEN WHITEHILL	President
HENRY WHITEHILL	Secretary

X.

The subscribers of these Articles are STEVEN WHITEHILL, HENRY WHITEHILL, and ANDREW WHITEHILL, and the full names of which subscribers and their respective post office addresses are more particularly set forth in Article VIII above.

XI.

The Association does hereby indemnify its officers and Directors as provided in the By Laws.

XII.

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of the resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Properties. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the membership books.

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SECOND FLOOR - 1680 NORTHEAST 135TH STREET
NORTH MIAMI, FLORIDA 33181-2495
TEL (305) 893-6270

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

a. The name of the corporation;
b. The amendments so adopted;
c. The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

Notwithstanding the foregoing provisions of this Article XII, so long as the Sponsor holds Units for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Sponsor if in the sole opinion of Sponsor, which shall be binding, such amendment affects the rights of Sponsor or affects the Sponsor's ability to sell or lease Units in the Condominium.

XIII.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, these Articles and the By-Laws of the Association.

XIV.

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contact, including those entered or to be entered into with Sponsor, or managing agent, shall be invalidated in whole or in part by the Association or any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Directors of the Association which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure

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thereof. No director shall be disqualified from holding such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereon.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures this 8 day of ~~November~~ February, 1989.

(SEAL)
STEVEN WHITEHILL

(SEAL)
HENRY WHITEHILL

LAW OFFICES
GREENFIELD & DUVAL
SECOND FLOOR - 1860 NORTHEAST 123TH STREET
NORTH MIAMI, FLORIDA 33161-3498
TEL. (305) 893-2270

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared STEVEN WHITEHILL, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 6, 1989
Bonded thru Agent's Notary Brokerage

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared HENRY WHITEHILL, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 8th day of February, 1989.

Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 6, 1989
Bonded thru Agent's Notary Brokerage

I HEREBY ACCEPT the designation as registered Agent as set forth in these Articles of Incorporation.

STEVEN WHITEHILL

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BY-LAWS

BY-LAWS OF

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC.

EXHIBIT "C"

BY-LAWS

OF

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC. A CONDOMINIUM

A corporation not-for-profit Under the Laws of the state of Florida

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY PURPOSE. These are the By-Laws of SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida corporation not for profit (Association). This Association has been organized for the purpose of administering the affairs of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association (referred to herein as the Articles), and the Declaration of Condominium (referred to herein as Declaration) which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to condominium ownership.

1.3 APPLICABILITY. All Unit Owners, tenants, and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium Property, or any part thereof, are subject to these By-Laws and the documents referred to in paragraph 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these By-Laws.

2.2 QUORUM. Persons having fifty (50%) percent plus one of the total votes of the Association shall constitute a quorum. For the election of Directors, there shall be no quorum requirement, however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date hereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or cast by the person named in a certificate designating the "Voting Member." Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below.

2.4 VOTING; PROXY. Votes must be cast in person. Proxies may only be used in compliance with Florida Statute § 718.112(2)(b). Where a Unit is owned by more than one person or a corporation or other entity, the proxy must be signed by the "Voting Member," or by all the owners of such Unit, or the proper corporate officer.

2.5 VOTING. In any meeting, each unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each Unit shall be entitled to one vote and the vote of such Unit shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly-called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING. Except as otherwise provided in F.S. 718.112(2)(e) and (f), special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices

of special meetings shall be given as set forth below, except that in the case of an emergency four (4) days' notice will be deemed sufficient.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each member, unless such notice is waived in writing. Such notices will be written and will state the time, place and object for which the meeting is called and must include an agenda. Such notice shall be mailed or delivered to each member not less than fourteen (14) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit at the address last furnished to the Association. Notice shall also be conspicuously posted on the Condominium Property at least fourteen (14) continuous days preceding the annual meeting.

3.4 NOTICE TO OTHERS. The Sponsor (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act within the full authority and power of Sponsor.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718.112. Budgetary meetings shall be held prior to November 1 of each year.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN. At meetings of membership, the President shall reside, or in his absence, the Board of Directors shall select a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and as far as practical at any other members' meetings, shall be:

a. Calling of the roll and certifying of proxies;
b. Proof of notice of meeting or waiver of notice;
c. Reading of minutes;
d. Reports of Officers;
e. Reports of Committees;
f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-Laws, the Articles and the Declaration;
g. Unfinished business;
h. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than three nor more than nine persons, the number to be determined in accordance with the provisions of the Articles.

4.2 FIRST BOARD. The Board shall, until the Sponsor has sold all Units being offered for sale in the ordinary course of business in all phases constructed in the Condominium, consist of not less than three persons nor more than nine, none or whom need be members of the Association. The first Board shall consist of persons designated by the Sponsor and they shall serve until replaced by Sponsor or until their successors are elected pursuant to F.S. 718.301.

a. The Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any member of theBoard designated by Sponsor and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.

b. The members of the Board designated by Sponsor shall serve until owners other than Sponsor own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, at which time the owners other than Sponsor may elect one-third (1/3) of the directors. Unit Owners other than Sponsor shall be entitled to elect a majority of the directors three years after closing by Sponsor of fifty percent (50%) of the Units that will be operated ultimately by the Association or three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been closed by Sponsor, or when all the Units that will ultimately be operated by the Association have been completed, some of them have been conveyed to Purchaser and none of the others being offered for sale by

Sponsor in the ordinary course of business or when some of the Units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by Sponsor in the ordinary course of busines, or seven years (7) after recordation of the Declaration creating the initial phase of the condominium, or when the Sponsor so elects, whichever occurs first. The Sponsor shall be entitled to elect at least one (1) Board member as long as Sponsor holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. In the event the Unit Owners decline to elect directors as set forth above, a majority of the Unit Owners shall sign a statement to that effect and present it to the then existing Board. If the Board chooses to resign, they may do so and the requirements of this subsection shall be mandatory.

c. Within seventy-five days (75) after the Unit Owners other than the Sponsor are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty days (60) notice of an election for the members of the Board of Directors.

4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Sponsor, as hereinbefore provided, election of Directors shall be conducted pursuant to Florida Statute §718.112(2)(d)3.

a. Election of Directors shall be held at the annual Meeting except that the first Directors elected by Unit Owners other than Sponsor shall be elected pursuant to F.S. 718.301.

b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.

c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast. Each person voting shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by

the Directors at the meeting at which they were held and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

4.5 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place in Palm Beach County, Florida, as shall be determined from time to time by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting. Meetings of the Board of Directors and any committee thereof at which a quorum of the members in that committee is present, shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Notice of all meetings, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Notice shall specifically incorporate an identification of agenda items. Any item not included in the Notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. However, written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding Unit use, shall be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. The Board of Directors shall adopt a rule designating a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Except in an emergency, or as otherwise provided by statute, the notice shall be given as provided in Section 4.5 above and shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority

of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall have been presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.10 RESIGNATION. A Director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

4.11 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:

a. To adopt the budget of the Association upon majority vote of the directors, subject to the provisions of F.S. 718.112.

b. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium and Common Expenses, (provided, however, the Association shall not charge any fee against a Unit Owner for use of Common Elements unless such use is the subject of a lease between the Association and Unit Owner), and to use the

proceeds of said assessments in the exercise of the powers and duties granted to the Association. Only Unit Owner members shall be subject to assessments.

c. To provide for the maintenance, repair, replacement, operation, improvements and management of the Condominium or other property whenever the same is required to be done and accomplished by the Association for the benefit of its members.

d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments provided that the procedures for notice as set forth in F.S. 718.112 are followed as to any special assessment providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.

e. As provided in the Declaration, to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.

f. To adopt and amend administrative rules and regulations governing the details of the operation of the association and use of the Common Elements, real and personal, in the Condominium, as long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

g. To approve or disapprove on behalf of the Association owners and proposed purchasers or lessees of Units and to exercise or waive the Association's right to disapprove of the ownership, sales or leasing of any Unit in the specified in the Declaration.

h. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

i. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portions

thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.

j. To enforce, by legal means, the provisions of the Declaration and any exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.

k. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Units.

l. To cause the Association to carry insurance for the protection of the members, the Association and the Condominium Property as required by F.S. 718.111(9)(b) and the Declaration.

m. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.

n. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

o. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements and to alter, add to, relocate or improve Common Elements and Limited Common Elements; provided, however, if any Limited Common Elements are affected; the consent of the Owner(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

q. To maintain the official records of the Association as set forth in F.S. 718.111(7).

4.12 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board, including the first budget, shall be binding upon the Association in the same manner as though such undertakings and contracts have been authorized by a Board duly elected by the membership.

4.13 REMOVAL OF DIRECTORS. Should the members of the Association at any duly convened regular or special meeting convened pursuant to F.S. 718.112, desire, they may remove any Director except Directors designated by Sponsor with or without cause by the vote or agreement in writing by a majority of all members and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.14 PROVISO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Sponsor as set forth in the Declaration, the Articles and these By-Laws.

4.15 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 14 of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

4.17 COMPLAINTS TO DIRECTORS. When a Unit Owner files a written complaint by certified mail with the Board of Directors, the Board shall respond to the Unit Owner within thirty (30) days of receipt of the complaint. The Board shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division of Land Sales. The failure to act within thirty (30) days and to notify the Unit Owner within thirty (30) days after the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

4.18 CODE COMPLIANCE. A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code.

4.19 ARBITRATION. Disputes arising under the Condominium Documents shall be addressed pursuant to the requirements of Florida Statute §718.1255.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary-Treasurer, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any time. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 PRESIDENT. 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 President of an association, including, but not limited to the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

5.4 SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent. The Secretary-Treasurer shall have the custody of all of the funds, securities and evidence of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

5.5 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718, from time to time fix and determine the sums necessary to pay all the common expenses, and other fees of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the Condominium Property shall be set forth in a projected budget established by the Sponsor as the same may be amended by the Board from time to time.

6.2. PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common expenses shall be assessed against the Unit Owners in the proportions provided in the Declaration. Said assessments shall be payable in such installments, and at such times, as may be determined by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board and as set forth in F.S. 718.116(10), Laws of 1984, and as thereafter amended. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL CAUSE SUCH ASSESSMENT TO BEAR INTEREST AT THE RATE EQUAL TO THE MAXIMUM RATE THEN ALLOWED TO BE CHARGED TO INDIVIDUALS IN THE STATE OF FLORIDA AGAINST THE DEFAULTING UNIT OWNERS.

6.3 PROPOSED BUDGET. A copy of the proposed one (1) year budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

6.4 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such financial institutions as shall be designated, from time to time, by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of moneys shall supersede the provisions hereof during the terms of any such agreement.

6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by F.S. 718.111(7) subject, however, to the provisions of the Declaration.

6.6 FIDELITY BONDS: PROVISO. Fidelity bonds shall be obtained as required in the Declaration.

6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall begin on January 1st of each year.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate installments for, in its discretion, the next three-month period. Upon notice thereof to the Unit Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also require Units in the event damaged Units are not restored pursuant to the provisions of Paragraph 12 of the Declaration.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, upon Court order the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein

contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration, these By-laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies." Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

7.3 LIABILITY OF UNIT OWNER TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a management agreement with a Managing agent (if any) and such managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys' fees and costs, to enforce the provisions thereof.

7.4 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.119.

7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted to any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.119(3).

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-Laws, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENT TO BY-LAWS. Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-Laws may be proposed in the form required by F.S. 718.112(2)(i) by the Board acting upon vote of fifty percent (50%) of the Directors or by members of the Association having a majority of the votes in the entire membership of the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any meeting or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member is required as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 75% of the entire membership of the Board and by an affirmative vote of the members having 75% of the votes in the Association. Thereupon, such amendment or

amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or assistant secretary of the Association, and a copy thereof shall be recorded in the Public records of Palm Beach County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and members.

10.4 PROVISO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-Laws which affects the Sponsor may be adopted or become effective without the prior written consent of the Sponsor.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of common elements and Limited Common Elements.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owner. The violation of such By-Laws shall by any Unit Owner or his family and invitees for the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-Laws.

11.3 INITIAL BY-LAWS. These By-Laws (Use and Decorum) hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

a. The sidewalk, entrances or passages and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.

b. The personal property of all Unit Owners shall be stored within their Condominium Units; provided, however, that no Unit Owner may store any personal property on, or make any use of any patio or balcony appurtenant to his Unit, which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

c. No garbage cans or other unsightly articles shall be placed on the patios, balconies or Common elements, nor (subject to the provisions of Florida Statutes 163.04, to the extent applicable) shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors, stairways,

balconies or patios, nor hung outside the Unit, nor exposed to or on any part of the common elements or porches within any Unit. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

d. No Unit Owner shall allow anything whatsoever fall from any window, balcony or doors of the premises.

e. All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. For sanitary reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in trash receptacles.

f. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

g. The parking facilities shall be used in accordance with the regulations adopted by the Sponsor and thereafter by the Association. Sponsor's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve (12) hours, and no repair except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle, truck, camper, recreational vehicle, boat, boat trailers, or trailers of any kind, shall be parked on the Condominium Property. "Commercial Vehicle" shall be defined to mean any vehicle displaying advertising, commercial or business names or other signs and the like. Personal street vans shall be permitted to be parked upon the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas, bicycles shall be kept in the Unit.

h. No Unit Owner shall make or permit any disturbing noises in the buildings by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

i. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the condominium Unit that is visible from outside the Unit or Condominium Property, nor shall tinfoil or other material be used to cover any windows or doors so as to be visible from outside the Unit.

j. The Association may retain a pass key to all Units. Where a Unit Owner alters or installs a new lock, the Unit Owner shall provide the Association with an additional key for use by Association pursuant to its right of access to the Unit.

k. No cooking shall be permitted outside the Unit nor shall any goods or beverages be consumed outside of a Unit, excepting in areas designated for those purposes by the Association and except within a Unit's patio or balcony.

l. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit except those required for normal household use.

m. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to this departure by (1) removing all furniture, plants and other objects from his patio or balcony prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

n. No commercial or business activity shall be conducted in any Unit. No Unit Owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.

o. Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be unreserved and may be used by Unit Owners with a second vehicle or by guests of the Unit Owners, provided, however, that spaces designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons may be restricted for such use.

p. No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Sponsor.

11.4 APPLICABILITY. The above provisions of Subparagraphs a, d, f, g, h, i, j, l, m, n and o hereof shall not be applicable to the Sponsor or to any Unit owned by the same.

11.5 FURTHER RULES AND REGULATIONS. The Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said additional Rules and regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-Laws PROVIDED that no such rule, etc. shall effect Sponsor, or any Unit owned by Sponsor, without Sponsor's prior written consent.

ARTICLE 12. INDEMNIFICATION.

12.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

12.2 INSURANCE. The Association shall, if available, at the Association's expense, purchase Officer's and Director's liability insurance and shall cause the Officers and Directors, from time to time serving, to be named insureds.

ARTICLE 13. UNIT OWNER'S RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.

13.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

ARTICLE 14. CONFLICT. In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 8th day of February 1989.

SAN DE VANCE GOLF & TENNIS CLUB
CONDOMINIUM ASSOCIATION NO. 1, INC.

By: _____
MORTON WENDMAN, VICE PRESIDENT

(CORPORATE SEAL)

BY-LAWS OF

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM
ASSOCIATION NO. 1, INC.

EXHIBIT "C"

BY-LAWS

OF

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC. A CONDOMINIUM

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY--PURPOSE. These are the By-Laws of SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida corporation not for profit (Association). This Association has been organized for the purpose of administering the affairs of SAN DE VANCE GOLF & TENNIS CLUB NO. 1, A CONDOMINIUM.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association (referred to herein as the Articles), and the Declaration of Condominium (referred to herein as Declaration) which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to condominium ownership.

1.3 APPLICABILITY. All Unit Owners, tenants, and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium Property, or any part thereof, are subject to these By-Laws and the documents referred to in Paragraph 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these By-Laws.

2.2 QUORUM. Persons having fifty (50%) percent plus one of the total votes of the Association shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date hereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or

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cast by the person named in a certificate designating the Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.6 below, and must be filed with the Secretary before the appointed time of the meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Where a Unit is owned by more than one person or a corporation or other entity, the proxy must be signed by the "Voting Member", or by all the owners of such Unit, or the proper corporate officer.

2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each Unit shall be entitled to one vote and the vote of such Unit shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise by required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING. Except as otherwise provided in F.S. 718.112(2)(e) and (f), special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices of special meetings shall be given as set forth below, except that in the case of an emergency four (4) days notice will be deemed sufficient.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each member, unless such notice is waived in writing. Such notices will be written and will state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit at the address last furnished to the Association. Notice shall also be conspicuously posted on the Condominium Property.

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3.4 NOTICE TO OTHERS. The Sponsor (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Sponsor.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718.112. Budgetary meetings shall be held prior to November 1 of each year.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and as far as practical at any other members' meetings, shall be:

a. Calling of the roll and certifying of proxies;

b. Proof of notice of meeting or waiver of notice;

c. Reading of minutes;

d. Reports of Officers;

e. Reports of Committees;

f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-Laws, the Articles and the Declaration;

g. Unfinished business;

h. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than three nor more than nine persons, the number to be determined in accordance with the provisions of the Articles.

4.2 FIRST BOARD. The Board shall, until the Sponsor has sold all Units being offered for sale in the ordinary course of business in all phases constructed in the Condominium, consist of three persons, none or whom need be members of the Asscciation. The first Board shall consist of persons designated by the Sponsor and they shall serve until replaced by Sponsor or until their successors are elected

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pursuant to F.S. 718.301. ORB 6653 Ps 540

a. The Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Sponsor and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.

b. The members of the Board designated by Sponsor shall serve until owners other than Sponsor own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, at which time the owners other than Sponsor may elect one-third (1/3) of the directors. Unit Owners other than Sponsor shall be entitled to elect a majority of the directors three years after closing by Sponsor of fifty percent (50%) of the Units that will be operated ultimately by the Association or three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been closed by Sponsor, or when all the Units that will ultimately be operated by the Association have been completed, some of them sold and none of the others being offered for sale by Sponsor in the ordinary course of business, or when the Sponsor so elects, whichever occurs first. The Sponsor shall be entitled to elect at least one (1) Board member as long as Sponsor holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. [illegible] Unit Owners decline to elect directors as set forth above, a majority of the Unit Owners shall sign a statement to that effect and present it to the then existing Board. If the Board chooses to resign, they may do so and the requirements of this subsection shall be mandatory.

4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Sponsor, as hereinbefore provided, election of Directors shall be conducted in the following manner:

a. Election of Directors shall be held at the annual Meeting except that the first Directors elected by Unit Owners other than Sponsor shall be elected pursuant to F.S. 718.301.

b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.

c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. Each person voting shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members

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shall be filled by the remaining directors.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were held and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

4.5 REGULAR MEETINGS. 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 the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners and notice thereof shall be posted conspicuously on the Condominium Property at least three (3) days in advance, except in an emergency.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Except in an emergency, or as otherwise provided by statute, the notice shall be given as provided in Section 4.5 above and shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 QUORUM. A quorum at a Directors' meeting shall [illegible] votes of the entire Board [illegible] a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall have been presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.10 RESIGNATION. A Director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

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4.11 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:

a. To adopt the budget of the Association upon majority vote of the directors, subject to the provisions of F.S. 718.112.

b. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium and Common Expenses, (provided, however, the Association shall not charge any fee against a Unit Owner for use of Common Elements unless such use is the subject of a lease between the Association and Unit Owner), and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. Only Unit Owner members shall be subject to assessments.

c. To provide for the maintenance, repair, replacement, operation, improvements and management of the Condominium or other property whenever the same is required to be done and accomplished by the Association for the benefit of its members.

d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments provided that the procedures for notice as set forth in F.S. 718.112 are followed as to any special assessment providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.

e. As provided in the Declaration, to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.

f. To adopt and amend administrative rules and regulations governing the details of the operassociation and use of the Common Elements, real and personal, in the Condominium, as long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

g. To approve or disapprove on behalf of the Association owners and proposed purchasers or lessees of Units and to exercise or waive the Association's right to disapprove of the ownership, sales or leasing of any Unit in the specified in the Declaration.

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h. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

i. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.

j. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.

k. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Units.

the protection of the members, the Association and the Condominium Property as required by F.S. 718.111(9)(b) and the Declaration.

m. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.

n. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

o. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718.111(5) and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including the By-Laws, and to assure the compliance with all the terms thereof. To that end, the Association may retain a pass key to all Units.

p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements and to alter, add to, relocate or improve Common Elements and Limited Common Elements; provided, however, if any Limited Common Elements

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are affected; the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

q. To maintain the official records of the Association as set forth in F.S. 718.111(7).

4.12 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board, including the first budget, shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.13 REMOVAL OF DIRECTORS. Should the members of the Association at any duly convened regular or special meeting convened pursuant to F.S. 718.112, desire, they may remove any Director except Directors designated by Sponsor with or without cause by the vote or agreement in writing by a majority of all members and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.14 PROVISO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Sponsor as set forth in the Declaration, the Articles and these By-Laws.

its responsibilities to committees established for that purpose.

4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 14 of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary-Treasurer, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be preemptorily removed by a majority vote of the Directors at any time. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 PRESIDENT. 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 President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the

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Directors or President.

5.4 SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent. The Secretary-Treasurer shall have custody of all of the funds, securities and evidence of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

5.5 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718, from time to time [illegible] Expenses, and other fees of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the Condominium Property shall be set forth in a projected budget established by the Sponsor as the same may be amended by the Board from time to time.

6.2 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions provided in the Declaration. Said assessments shall be payable in such installments, and at such times, as may be determined by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board and as set forth in F.S. 718.115(9), Laws of 1984, and as thereafter amended. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL CAUSE SUCH ASSESSMENT TO BEAR INTEREST AT THE RATE EQUAL TO THE MAXIMUM RATE THEN ALLOWED TO BE CHARGED TO INDIVIDUALS IN THE STATE OF FLORIDA AGAINST THE DEFAULTING UNIT OWNERS.

6.3 PROPOSED BUDGET. A copy of the proposed one (1) year budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be

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insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

6.4 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such financial institutions as shall be designated, from time to time, by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of moneys shall supersede the provisions hereof during the terms of any such agreement.

6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by F.S. 718.111(7) subject, however, to the provisions of the Declaration.

6.6 FIDELITY BONDS: PROVISO. Fidelity bonds shall be obtained as required in the Declaration.

6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at [illegible]. The budget year shall begin on January 1st of each year.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate installments for, in its discretion, the next three-month period. Upon notice thereof to the Unit Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of Paragraph 12 of the Declaration.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a

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reasonable rental for the Condominium Unit, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration, these By-Laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a non-continuing default making the notice period impractical, the Association may take such punitive action as it may deem appropriate in the then existing circumstances.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenance. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and affect as if the charge was a part of the Common Expenses attributable to such owner's Unit.

7.3 LIABILITY OF UNIT OWNER TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys' fees and costs, to enforce the provisions thereof.

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7.4 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.119.

7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted to any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.119(3).

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-Laws, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENT TO BY-LAWS. Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-Laws may be proposed in the form required by F.S. 718.112(2)(i) by the Board acting upon vote of fifty percent (50%) of the Directors or by members of the Association having a majority of the votes in the entire membership of the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any meeting or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member is required as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 75% of the entire membership of the Board and by an affirmative vote of the members having 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be

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transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and members.

10.4 PROVISO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-Laws which affects the Sponsor may be adopted or become effective without the prior written consent of the Sponsor.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of Common Elements and Limited Common Elements.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owner. The violation of such By-Laws shall bar any Unit Owner or his family and invitees for the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-Laws.

11.3 INITIAL BY-LAWS. These By-Laws (Use and Decorum) hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

a. The sidewalk, entrances or passages and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.

b. The personal property of all Unit Owners shall be stored within their Condominium Units; provided, however, that no Unit Owner may store any personal property on, or make any use of any patio or balcony appurtenant to his Unit, which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

c. No garbage cans or other unsightly articles shall be placed on the patios, balconies or Common Elements, nor (subject to the provisions of Florida Statutes 163.04, to the extent applicable) shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors, stairways, balconies or patios, nor hung outside the Unit, nor exposed to or on any part of the Common Elements or porches within any Unit. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

d. No Unit Owner shall allow anything whatsoever fall from any window, balcony or doors of the premises.

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e. All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. For sanitary reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in trash receptacles.

f. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

g. The parking facilities shall be used in accordance with the regulations adopted by the Sponsor and thereafter by the Association. Sponsor's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve (12) hours, and no repair except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle, truck, camper, recreational vehicle, boat, boat trailers, or trailers of any kind, shall be parked on the Condominium Property. "Commercial Vehicle" shall be defined to mean any vehicle displaying advertising, commercial or business names or other signs and the like. Personal street vans shall be permitted to be parked upon the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas, bicycles shall be kept in the Unit.

h. No Unit Owner shall make or permit any disturbing noises in the buildings by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

i. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit that is visible from outside the Unit or Condominium Property, nor shall tinfoil or other material be used to cover any windows or doors so as to be visible from outside the Unit.

j. The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use by Association pursuant to its right of access to the Unit.

k. No cooking shall be permitted outside the Unit nor shall any goods or beverages be consumed outside of a Unit, excepting in areas designated for those purposes by the Association and except within a Unit's patio or balcony.

l. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit except those required for normal household use.

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m. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or balcony prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

n. No commercial or business activity shall be conducted in any Unit. No Unit Owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.

o. Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be unreserved and may be used by Unit Owners with a second vehicle or by guests of the Unit Owners, provided, however, that spaces designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons may be restricted for such use.

p. No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Sponsor.

11.4 APPLICABILITY. The above provisions of Subparagraphs a, d, f, g, h, i, j, l, m, n and o hereof shall not be applicable to the Sponsor or to any Unit owned by the same.

11.5 FURTHER RULES AND REGULATIONS. The Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said additional Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-Laws. PROVIDED that no such Rule, etc. shall affect Sponsor, or any Unit owned by Sponsor, without Sponsor's prior written consent.

ARTICLE 12. INDEMNIFICATION.

12.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

12.2 INSURANCE. The Association shall, if available, at the Association's expense, purchase Officer's

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and Director's liability insurance and shall cause the Officers and Directors, from time to time serving, to be named insureds.

ARTICLE 13. UNIT OWNER'S RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.

13.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

ARTICLE 14. CONFLICT. In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 8 day of ~~November~~ February, 1989.

SAN DE VANCE GOLF & TENNIS CLUB
CONDOMINIUM ASSOCIATION NO 1, INC.
A CONDOMINIUM

By: _____
President

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

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