

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Condominium of The Lands of the President Condominium One. The original Declaration of Condominium is recorded in Official Records Book 1908, Page 173, of the Public Records of Palm Beach County, Florida.

DATED this 11th day of November, 2010.

**THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE, INC.**

By: Catherine Harrison  
President

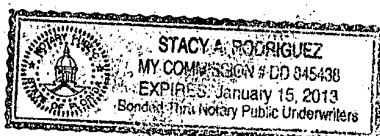
Attest: Joann Alderdice  
ASST. Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Catherine Harrison, the President, and Joann Alderdice, <sup>ASST.</sup> Secretary, of The Lands of the President Condominium One, Inc., who produced personally known and personally known as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Lands of the President Condominium One, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 8th day of November, 2010.



264710111.04C

[Signature]  
Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)

EXHIBIT "1"

AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

Specifically, the amendment would be worded as follows:

Amendment is noted by words stricken as indicated with a strikethrough ( ---- )  
And additions indicated by underlining ( \_\_\_\_ ).

Declaration of Condominium:

ARTICLE XIV ASSESSMENTS:

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from the due date at the highest rate allowed by law ~~eight (8%) percent~~ per annum. In addition to the interest charge noted above, the Association shall also charge an administrative late fee in an amount equal to the greatest amount allowed under Chapter 718 of the Florida Statutes as amended from time to time.



**WILL CALL BOX 165**

This instrument prepared by:  
Edward Dicker, Esquire  
**DICKER, KRIVOK & STOLOFF, P.A.**  
1818 Australian Avenue So., Suite 400  
West Palm Beach, Florida 33409  
(561) 615-0123

**CFN 20090410979**  
**OR BK 23561 PG 0835**  
**RECORDED 11/23/2009 16:24:31**  
**Palm Beach County, Florida**  
**Sharon R. Bock, CLERK & COMPTROLLER**  
**Pgs 0835 - 836; (2pgs)**

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE**

**I HEREBY CERTIFY** that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Condominium of The Lands of the President Condominium One. The original Declaration of Condominium is recorded in Official Records Book 1908, Page 173, of the Public Records of Palm Beach County, Florida.

DATED this 13<sup>th</sup> day of November, 2009.

**THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE, INC.**

By: X Catherine Harrison  
President

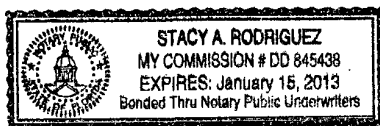
Attest: X Joann Alderdice  
Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Catherine Harrison, the President, and Joann Alderdice, Secretary, of The Lands of the President Condominium One, Inc. who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Lands of the President Condominium One, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 13<sup>th</sup> day of November, 2009.



264710110 08C

Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)

LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM

(Additions are indicated by underlining "\_\_\_\_", deletions  
Are indicated by a strike-through "-----")

Article XI: PURPOSE AND USE RESTRICTIONS:

J. No unit owner may lease their unit more than one time in any twelve (12) month period. Further, no lease shall be permitted which provides for a term of less than sixty (60) days or more than ~~five (5) months~~ twelve (12) calendar months.

All lessees must have the required association application documents and fees presented to the Association and application must be approved by the Association prior to the effective date of the lease.

All unit owners must be up-to-date on their Association fees in order to lease their unit. However, if the unit owner is delinquent in their fees and if they seek to lease their unit then all the rents must be assigned to the Association until the owner has paid their fees for the entire calendar year including any late fees or attorney fees incurred.

If the owner becomes delinquent in their Association dues at any time while leasing the unit, the Association, after written notification to the owner and the tenant, shall have the right to collect rents due directly payable to the Association and both the owner and the tenant shall be enjoined to accept this requirement as an inducement for the Association to approve the lease.

Each unit owner is responsible for notifying the Association in writing if the tenant is going to renew their lease, such notice to be provided no less than forty-five (45) days prior to the expiration of the current lease term. Otherwise the lease will be considered void on the expiration date. The notice required above does not constitute an automatic approval. The Association has a right to deny a lease renewal if the tenant has current or prior violations of the Association's Documents and/or Rules and Regulations.

Finally, this shall be considered a temporary amendment and shall be terminated on June 1, 2012. After June 1, 2012, the original wording of Article XI, Item J shall take effect as it was amended on April 18, 1996.

WILL CALL BOX 165

This instrument prepared by:

Edward Dicker, Esquire

DICKER, KRIVOK & STOLOFF, P.A.

1818 Australian Avenue So., Suite 400

West Palm Beach, Florida 33409

(561) 613-0123

CFN 20090066423

OR BK 23099 PG 0342

RECORDED 02/26/2009 12:37:33

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 0342 - 346; (5pgs)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE**

**I HEREBY CERTIFY** that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Condominium of The Lands of the President Condominium One. The original Declaration of Condominium is recorded in Official Records Book 1908, Page 173, of the Public Records of Palm Beach County, Florida.

DATED this 13<sup>th</sup> day of February, 2009.

**THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE, INC.**

By:

President

Attest:

Secretary

Witness

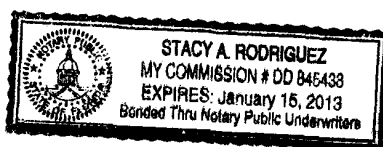
Witness

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Kathleen Dalton, the President, and Amelia Ileana, Secretary, of The Lands of the President Condominium One, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Lands of the President Condominium One, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 13<sup>th</sup> day of February, 2009.



Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)

264710101.09C

EXHIBIT "A"  
AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
LANDS OF THE PRESIDENT CONDOMINIUM ONE

RESOLVED, that the Declaration of Condominium of Lands of the President Condominium One be amended as follows:

Article XI - Purpose and Use Restrictions.

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, and social guests, and for no other purpose, except as otherwise provided herein.

Article XI - Purpose and Use Restrictions.

I. Any unit owner intending to allow any person or entity to occupy their unit during such unit owner's absence shall give written notice thereof to the Association. In each such instance, the unit owner shall comply with Provision XII hereof.

J. No unit owner may lease (as defined in Article XII(c)(1)) their unit more than one time in any twelve (12) month period. Further, no lease shall be permitted which provides for a term of less than sixty (60) days or more than five (5) calendar months.

K. No lease or sale of a condominium unit shall be permitted if the Lessee or Grantee is a corporation, partnership or any type of business or commercial organization, nor if the approval of the transfer would result in the occupancy by the unit of any of the foregoing entities.

L. There shall not be parked upon the condominium grounds any commercial vehicles, trucks of any kind, motorcycles or any other two-wheeled motorized vehicles, campers, recreation vehicles, jeeps or jeep-type vehicles or vans; however, the foregoing shall not be deemed to prohibit any of the types of vehicles above-described from entering onto the condominium grounds and remaining thereon for short periods of time for the purpose of supplying goods or services to residents of the condominium.

M. Subsequent to the recording of this provision, no entity may acquire title to more than two units at the condominium. Any entities holding title to two or more units subsequent to the recording hereof may not acquire title to additional units. This provision shall not apply to institutional mortgagees.

Article XII - Conveyances

C. 1. A unit owner, intending to make a bona fide sale, lease or gratuitous lending of his parcel, or any interest therein, shall give to the Condominium Association a written notice of his intention to sell, lease or gratuitously lend together with the name and address of the intended purchaser, lessee or occupant, and such other information as the Association may reasonably require, including the term of the proposed transaction. In the event of a proposed sale or lease, such written notice shall be accompanied by a fee of \$30.00 payable to the Association. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects. A gratuitous lending is the occupancy of a condominium unit by a member of the owner's immediate family, without the owner present, unsupported by consideration, or for a nominal consideration.

The unit owner's immediate family, for purposes of this Declaration, is defined to mean the owner, the owner's spouse, the owner's children, the owner's parents, the owner's brothers and sisters, the parents of the owner's spouse and the brothers and sisters of the owner's spouse.

C. 2. Within thirty (30) days after receipt of such notice, the Association shall either approve of the transaction, disapprove of the transaction for cause, specifying the cause in the notice of said disapproval, or disapprove of the transaction without cause. The owner may request in writing, with his application to lease or sell, that in the event of disapproval without cause, the Association furnish a purchaser or lessee approved by the Condominium Association and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close. Absent such request by the unit owner, the Association shall be under no obligation to furnish such substitute purchaser or lessee.

From: THE FISH HOUSE WOODBINE

905 948 0161

11/02/2008 19:50 #017 P.003/019

NOV 06 08

**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE**

KNOW ALL MEN BY THESE PRESENTS that THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC. a Florida corporation not for profit, the Condominium Association of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, according to the Declaration thereof recorded in Official Record Book 1900, Page 173, Public Records of Palm Beach County, Florida, does hereby declare and publish this First Amendment to the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE.

1. At a meeting of the Members of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., duly held on the 27<sup>th</sup> day of December, 1985, in accordance with the By-Laws of that corporation, at which a quorum of the unit owners was present either in person or by proxy, it was proposed that the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE be amended as follows:

(a). That Article X of the Declaration of Condominium entitled "Condominium Association" be amended by adding subsections 1 through 2 as follows:

1. The Association does hereby permit the formation of PRESIDENTIAL WAY ASSOCIATION, INC., and acknowledges and approves the By-Laws and the Declaration of Condominium for said Association.
2. The Association does hereby confer upon its Board of Directors the authority to nominate its President to represent the Association in all meetings of PRESIDENTIAL WAY ASSOCIATION, INC.

2. Upon a motion duly made, seconded and passed by an affirmative vote in excess of two-thirds (2/3) of the unit owners present in person or by proxy, as required by Article VIII of the Declaration of Condominium, said proposals were adopted as the First Amendment to the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE.

From: THE FISH HOUSE WOODBINE

905 948 0161

11/02/2008 19:51 #017 P.004/019

IN WITNESS WHEREOF, THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC. has caused these presents to be executed by their duly authorized officers, this the 27<sup>th</sup> day of December, 1985.

WITNESSES:

THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

Christie O'NeilBY: G. Shane  
President

(SEAL)

BY: Fred Harris  
SecretarySTATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, a Notary Public, in and for the State and County last aforesaid, duly authorized to take acknowledgments, personally appeared G. Shane and Fred Harris, the President and Secretary, respectively, of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a Florida Corporation not for profit, to me well known, and acknowledged before me that they executed, sealed and delivered the foregoing Amendment to the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at West Palm Beach in the State and County last aforesaid, this 27<sup>th</sup> day of December, 1985.

(NOTARY SEAL)

Judith C. Steinbauer  
Notary Public - State of Florida

My Commission Expires:

Prepared by and return to:

Dennis P. Koehler, Esquire  
Cadwalader, Wickersham & Taft  
249 Royal Palm Way  
Palm Beach, Florida 33480  
(305) 655-9300

Notary Public, State of Florida at Large  
My Commission Expires Nov. 22, 1986  
BONDED WITH MACHESNEY, BILLY  
& HARVEY INSURANCE & SURETY, INC.

ORB 7960 Pg 1977  
1 111 1111111111111111 1 111

This Prepared by and return to:  
Jordan R. Miller, Esq.  
Perry, Shapiro, Miller & Jarkasy, P.A.  
1645 Palm Beach Lakes Blvd., Suite 600  
West Palm Beach, Florida 33401

## CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

1. The writings attached as Exhibit "A" are true copies of Resolutions amending the Declaration of Condominium of the lands of the President Condominium One, recorded in Official Record Book 1908, page 0173, et seq., of the Public Records of Palm Beach County, Florida, and amendments thereto. Said Resolutions were duly adopted by the affirmative vote of more than two-thirds (2/3) of the unit owners present at the Annual Meeting of unit owners of the Lands of the President Condominium One Association, Inc., held on February 20, 1990, in accordance with the provisions of Article VIII of the Declaration of Condominium of Lands of the President Condominium One and Fla. Stat. 718.

2. The adoption of the Resolutions appears upon the Minutes of the Lands of the President Condominium One Association, Inc. and is unrevoked.

Executed at West Palm Beach, Palm Beach County, Florida, this  
1<sup>st</sup> day of November, 1993.

WITNESSES:

THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE ASSOCIATION, INC.

Sign: [Signature]  
Print: Jordan R. Miller SONIA SUSSEL, its Vice President

Sign: [Signature]  
Print: Linda Medoff

ATTEST:

Sign: [Signature]  
Print: Jordan R. Miller FRAN SWARTZ, its Secretary

Sign: [Signature]  
Print: Linda Medoff

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
1<sup>st</sup> day of November, 1993, by SONIA SUSSEL and FRAN  
SWARTZ, who are personally known to me or who have produced  
(type of identification) as  
identification and who did (did not) take an oath.

[Signature]  
Notary Public  
My commission expires:

OFFICIAL NOTARY SEAL  
JORDAN R. MILLER  
Notary Public, State of Florida  
Commission No. CC 26551  
My Commission Exp. Aug. 5, 1994

Return to: (enclose self-addressed stamped envelope)

Name

Address

ORB 7960 Pg 1978  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

Property Appraisers Parcel Identification (Folio) Number(s):

LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.  
PRESIDENTIAL WAY  
WEST PALM BEACH, FLORIDA 33401

Resolved that the Declaration of Condominium of The LAND  
OF THE PRESIDENT CONDOMINIUM ONE ASSOCIATION, INC. be  
amended as follows:

AMENDMENT 1. SECTION XI, PURPOSE AND USE RESTRICTIONS  
SUBSECTION K., shall be recinded and be replaced by the following;  
Where title to a unit is held in a partnership, trust, corporate or  
other then individual name or names, the unit owner(s) shall,  
by certificate delivered to the Secretary of the association appoint  
a designated family as the primary occupant entitled to use of the  
unit and name one(1) member of the designated family as the voting member.

AMENDMENT 2. BY-LAWS OF THE LAND OF THE PRESIDENT  
CONDOMINIUM ONE ASSOCIATION, INC.

ARTICLE III - DIRECTORS AND OFFICERS.

A. DIRECTORS. The word five (5) shall be recinded  
and replaced by the word seven (7) so that this section shall  
read : The affairs of the corporation shall be managed by a  
Board of Directors, composed of seven (7) persons (except as  
to the first Board of Directors, whose members are designated in  
the Articles of Incorporation, and who shall serve until the  
first annual meeting of Directors, or until their successors  
are elected and shall qualify.

4c02 ✓

MAR-08-1990 02:22pm 90-067877

ORB 6379 Pg 519

This is a copy

LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.  
PRESIDENTIAL WAY  
WEST PALM BEACH, FLORIDA 33401

Resolved that the Declaration of Condominium of The Lands of THE PRESIDENT CONDOMINIUM ONE ASSOCIATION, INC. be amended as follows:

AMENDMENT 1. SECTION XI, PURPOSE AND USE RESTRICTIONS  
SUBSECTION K., shall be recinded and be replaced by the following:  
Where title to a unit is held in a partnership, trust, corporate or other then individual name or names, the unit owner(s) shall by certificate delivered to the Secretary of the association, annually appoint a designated family as the primary occupant entitled to use of the unit and name one (1) member of the designated family as the voting member.

AMENDMENT 2. BY-LAWS OF THE LANDS OF THE PRESIDENT CONDOMINIUM ONE ASSOCIATION, INC.

ARTICLE III- DIRECTORS AND OFFICERS.

A. DIRECTORS. The word five (5) shall be recinded and replaced by the word seven (7) so that this section shall read: The affairs of the corporation shall be managed by a Board of Directors, composed of seven (7) persons (except as to the first Board of Directors, whose members are designated in the Articles of Incorporation, and who shall serve until the first annual meeting of Directors, or until their successors are elected and shall qualify.

PRESIDENT

*Jack Brain*

Secretary

*John Leibel*

STATE OF Florida  
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this 20 day of February, 1990 before me, an officer duly authorized to take acknowledgments, personally appeared Jack Brain, Pres. and John Leibel, Secretary to me known to be the person(s) who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 9, 1992  
BONDED THRU GENERAL INS. UND.

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

This instrument prepared by and returned to:  
M. RICHARD SAPIR, ESQUIRE  
Nason, Gildan, Yeager & Gerson, P.A.  
Post Office Box 3704  
West Palm Beach, Florida 33402

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

1. The writings attached as Exhibit "A" are true copies of Resolutions amending the Declaration of Condominium of The Lands of the President Condominium One, recorded in Official Record Book 1908, Page 0173, et seq., of the Public Records of Palm Beach County, Florida, and amendments thereto, if any. Said Resolutions were duly adopted by the affirmative vote of more than two-thirds (2/3rds) of the unit owners present at the Annual Meeting of unit owners of the Lands of the President Condominium One Association, Inc., held on February 24, 1986, in accordance with the provisions of Article VIII of the Declaration of Condominium of Lands of the President Condominium One and Fla. Stat. 718.

2. The adoption of the Resolutions appears upon the minutes of the Lands of the President Condominium One Association, Inc. and is unrevoked.

Executed at West Palm Beach, Palm Beach County, Florida, this second day of April, 1986.

WITNESSES:

THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE ASSOCIATION, INC.

By: Harvey Harnick  
Its Vice Pres

ATTEST:

By: Fred Harris  
Its Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Harvey Harnick and Fred Harris, to me known to be the persons described

86 096003

1986 APR 18 AM 11:41

1760

B4852 P0764

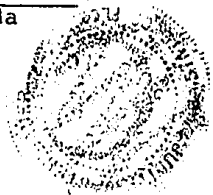
<sup>Vice</sup>  
as President and Secretary, respectively, of The Lands of the  
President Condominium One Association, Inc., in and who executed  
the foregoing instrument, and they acknowledged before me that  
they executed the foregoing instrument in the name of and for  
that corporation, affixing the corporate seal of that corporation  
thereto, that as such corporate officers they are duly authorized  
by that corporation to do so; and that the foregoing instrument  
is the act of that corporation.

WITNESS my hand and official seal in the County and  
State last aforesaid this second day of April 1986.

*Judith C. Steinbaum*  
Notary Public - State of Florida

My Commission Expires

Notary Public, State of Florida  
My Commission Expires Nov. 22, 1988  
BONDED THRU HUCKLEBERRY, SIGLEY  
& HARVEY INSURANCE & BONDS, INC.



0392R/de

B4852 P0765

**EXHIBIT "A"**  
**AMENDMENT TO THE DECLARATION OF CONDOMINIUM**  
**OF**  
**LANDS OF THE PRESIDENT CONDOMINIUM ONE**

RESOLVED, that the Declaration of Condominium of Lands of the President Condominium One be amended as follows:

**Article XI - Purpose and Use Restrictions.**

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, and social guests, and for no other purpose, except as otherwise provided herein.

**Article XI - Purpose and Use Restrictions.**

I. Any unit owner intending to allow any person or entity to occupy their unit during such unit owner's absence shall give written notice thereof to the Association. In each such instance, the unit owner shall comply with Provision XII hereof.

J. No unit owner may lease their unit more than one time in any twelve (12) month period. Further, no lease shall be permitted which provides for a term of less than sixty (60) days or more than five (5) calendar months.

K. No lease or sale of a condominium unit shall be permitted if the Lessee or Grantee is a corporation, partnership or any type of business or commercial organization, nor if the approval of the transfer would result in the occupancy by the unit of any of the foregoing entities.

L. There shall not be parked upon the condominium grounds any commercial vehicles, trucks of any kind, motorcycles or any other two-wheeled motorized vehicles, campers, recreation vehicles, jeeps or jeep-type vehicles or vans; however, the foregoing shall not be deemed to prohibit any of the types of vehicles above-described from entering onto the condominium grounds and remaining thereon for short periods of time for the purpose of supplying goods or services to residents of the condominium.

B4852 P0766

M. Subsequent to the recording of this provision, no entity may acquire title to more than two units at the condominium. Any entities holding title to two or more units subsequent to the recording hereof may not acquire title to additional units. This provision shall not apply to institutional mortgagees.

Article XIII - Conveyances

C. 1. A unit owner, intending to make a bona fide sale, lease or gratuitous lending of his parcel, or any interest therein, shall give to the Condominium Association a written notice of his intention to sell, lease or gratuitously lend together with the name and address of the intended purchaser, lessee or occupant, and such other information as the Association may reasonably require, including the term of the proposed transaction. In the event of a proposed sale or lease, such written notice shall be accompanied by a fee of \$50.00 payable to the Association. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects. A gratuitous lending is the occupancy of a condominium unit by a member of the owner's immediate family, without the owner present, unsupported by consideration, or for a nominal consideration.

The unit owner's immediate family, for purposes of this Declaration, is defined to mean the owner, the owner's spouse, the owner's children, the owner's parents, the owner's brothers and sisters, the parents of the owner's spouse and the brothers and sisters of the owner's spouse.

C. 2. Within thirty (30) days after receipt of such notice, the Association shall either approve of the transaction, disapprove of the transaction for cause, specifying the cause in the notice of said disapproval, or disapprove of the transaction without cause. The owner may request in writing, with his application to lease or sell, that in the event of disapproval without cause, the Association furnish a purchaser or lessee approved by the Condominium Association and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close. Absent such request by the unit owner, the Association shall be under no obligation to furnish such substitute purchaser or lessee.

B4852 P0767

43165

DECLARATION OF CONDOMINIUM

THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

I.

SUBMISSION STATEMENT

PERINI LAND AND DEVELOPMENT COMPANY, a Delaware corporation, hereinafter sometimes referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III, hereof, entitled "Land", and hereby declares said real property to be Condominium property and does hereby submit the same to Condominium ownership pursuant to Chapter 711, Florida Statutes, the Condominium Act, as amended (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the annexed By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, or as the same is amended from time to time, including the definitions therein contained are adopted and included herein by express reference.

II.

NAME

The name by which this Condominium is to be known and identified is THE LANDS OF THE PRESIDENT CONDOMINIUM ONE.

III.

LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

Prepared by: Robert I. Shapiro, Esq.  
507 Northeast Airlines Building  
Miami, Florida 33131

-1-

REC-1908 PAGE 173

71 JUN 17 PM 4:49

130.60.

Return to: Robert I. Shapiro, Esq.  
507 Northeast Airlines Bldg.  
Miami, Fla 33131

A parcel of land lying, being and situate in Palm Beach  
County, Florida, more specifically described as:

Lot 4, PLAT 1, THE PRESIDENT COUNTRY CLUB,  
WEST PALM BEACH, FLORIDA, according to the  
Plat thereof, appearing in Plat Book 29 at Page 72  
among the Public Records in Palm Beach County,  
Florida.

SUBJECT TO:

Restrictions, limitations, easements, reservations of record  
and applicable zoning ordinances, laws and regulations.

SUBJECT TO:

Those certain easements for utilities and other purposes as  
set forth on the Condominium Plan, Exhibit No. 1 to this  
Declaration of Condominium.

#### IV.

#### IDENTIFICATION OF UNITS

The Condominium property consists of the land described in  
Article III hereof, all easements and rights appurtenant thereto, together  
with the buildings and other improvements constructed thereon, which  
includes the units, common elements and limited common elements. In  
addition, the Condominium property shall include as common elements  
any interest in real or personal property acquired by the Condominium  
Association in accordance with the provisions of Article XXIV entitled  
"Recreational Facilities" herein contained. The principal improvements on  
the real property submitted herewith to Condominium ownership consists of  
six (6) two (2) story apartment buildings and a centrally located pool and  
pavilion. The buildings will be known as Apartment Buildings A, B, C, D,  
E and F. Apartment Buildings A, C, D and F each contain eight (8) apart-  
ments, four (4) on the first floor and four (4) on the second floor in each  
of said apartment buildings. Apartment Buildings B and E each contain  
six (6) apartments, three (3) on the first floor and three (3) on the second  
floor. In Apartment Buildings A, C, D and F apartments on the first  
floor are numbered 101 through 104 inclusive and apartments on the second

floor are numbered 201 through 204 inclusive. Each apartment designation is prefixed by the letter A, C, D or F corresponding to the building in which that apartment is located. Similarly, in Apartment Buildings B and E, apartments on the first floor are numbered 101 through 103 inclusive and apartments on the second floor are numbered 201 through 203 inclusive. Each apartment designation is prefixed by the letter B or E corresponding to the building in which that apartment is located. By way of example and not of limitation, Apartment A201 is in Apartment Building A and is on the second floor. Apartments A102, A103, A202, A203, B101, B201, C102, C202, C203, D103, D202, D203, E101, E201, F102, F202 are each two (2) bedroom, two (2) bath apartments, consisting of a living room, two bedrooms and two baths in addition to other living areas within the apartment described on the Condominium Plan. Apartments A101, A104, A201, A204, C101, C201, C204, D104, E201, D204, F101 and F201 are each two (2) bedroom, two (2) bath deluxe apartments, consisting of a living room, two bedrooms and two baths in addition to the other living areas within the apartment described on the Condominium Plan. Apartments B102, B202, C103, D102, E102, E202, F103 and F203 are each one (1) bedroom, one and a half (1-1/2) bath apartments, consisting of a living room, one bedroom and one and one half baths in addition to the other living areas within the apartment described on the Condominium Plan. Apartments B103, B203, C104, D101, E103, E203, F104 and F204 are each three (3) bedroom, two (2) bath apartments, consisting of a living room, three bedrooms (one of which may be convertible into additional living room or dining room space) and two baths, in addition to the other living areas within the apartment described on the Condominium Plan. Each of said apartments together with its attached terraces, balconies or porches, if there be any, is a Condominium Unit, and each of said Units is subject to private ownership. The areas, rooms and spaces which are not within the boundaries of a Condominium Unit and its attached terraces, balconies or porches (if there be any), are common elements or limited common elements, and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

RECORDED 1908 PAGE 175

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within an apartment constitute part of the common elements up to the unpainted finished surface of said walls.

B. The boundary lines of each apartment terrace, balcony or porch are the interior vertical surfaces thereof; and the exterior unpainted finished surface of the perimeter balustrade abutting the porch, terrace or balcony, or if said terrace, balcony or porch is enclosed, the exterior unfinished surface of the perimeter wall; and the interior finished surfaces of the floor and ceiling of said porch.

C. Each Condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as parking spaces and/or storage spaces.

V.

SURVEY, PLOT PLAN AND GRAPHIC  
DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. Said Exhibit # 1 has been certified to and in the manner required by Section 711.08 (1) (e), Florida Statutes, the Condominium Act.

B. Limited common elements are identified upon Exhibit # 1 constituting storage spaces and parking spaces within the Condominium

RECORDED 1908 PAGE 176

property. The limited common elements constituting storage spaces are not assigned to the various units in this Declaration nor in Exhibit # 1 attached hereto. The Condominium Association hereinafter provided for shall distribute and attribute the aforementioned storage spaces to the units. In making such appointments and designations, storage spaces shall be apportioned among the units such that each unit shall have the same storage space (in volume and configuration) as every other unit insofar as the configuration of the building and of the spaces shall allow. Any storage spaces not assigned by the Condominium Association shall, during the period when they are not assigned, be deemed common elements. It shall not be necessary that the designation of the storage space attributable to a unit be recorded among the Public Records. The Condominium Association may from time to time, should there be need, change the storage space attributable to a unit, providing only that each unit shall have essentially equivalent storage space. This provision is herein provided in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the appointment of storage spaces more convenient to their units, and to give the Condominium Association the power and flexibility to meet such a situation. Parking Spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements (Exhibit # 1 hereto) are numbered 1 through 72 inclusive. These parking spaces shall likewise constitute limited common elements to the units to which they shall be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer, PERINI LAND AND DEVELOPMENT COMPANY, a Delaware corporation, shall assign the parking spaces in this Condominium to the various units and shall record among the Public Records of Palm Beach County, Florida as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the Condominium unit or units to which such parking spaces shall thereafter be appurtenant as a limited common element. From and

after the recording of such designation by the Developer with respect to any Condominium unit and any parking space designated as appurtenant thereto, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. The Developer in assigning from time to time the various parking spaces to the Condominium units shall nevertheless be required to assign or reserve at least one parking space to or for each Condominium unit. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit (and the owners and occupants of that unit) to the exclusion of all other units. Parking spaces may be designated by the Developer as common elements of the Condominium not appurtenant to any specific unit and such parking spaces shall thereafter be subject to such use as the Condominium Association shall from time to time direct, and may be made available for guest parking. Parking spaces designated common elements by the Developer may, with the approval of a majority of the whole number of unit owners, be designated by the Condominium Association as limited common elements to one or more units; providing that such designation is executed with the formality required of deeds by the authorized officers of the Condominium Association, and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit owners (members of the Condominium Association) called at least in part for the purpose, or obtained in writing and on file with the Condominium Association, either of which procedures shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Palm Beach County, Florida, the subject parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect with the same results as if

such designation had been made by the Developer.

VI.

UNDIVIDED SHARES IN THE COMMON ELEMENTS  
AND SHARE IN THE COMMON EXPENSES AND  
COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Schedule A contained in the Exhibit #2 attached hereto and made a part hereof.

B. The common expenses shall be borne by the Condominium unit owners and the said unit owners shall share in the common surplus in the proportions set forth in Schedule B contained in Exhibit #2 attached hereto and made a part hereof.

VII.

MEMBERSHIP IN THE CONDOMINIUM  
ASSOCIATION AND VOTING RIGHTS  
OF OWNERS OF UNITS

Every owner of a Condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article X. of this Declaration and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every Condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium property.

OFFICIAL RECORD 1908 PAGE 179

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each unit owner is entitled to one vote in the Condominium Association for each unit owned by him. If a person or corporation owns more than one unit, he or it shall be entitled to one vote for each unit owned. Voting rights and qualification of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit #3.

#### VIII.

##### AMENDMENT TO DECLARATION

A. Except as provided in Paragraph B below, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws, at which a quorum is present, such adoption to be by the affirmative vote of 2/3rds of the unit owners present at such meeting. Such amendment shall be duly recorded in compliance with Section 10 of the Condominium Act. No amendment shall change any Condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements

of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws of the Condominium Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a Condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and filed with the aforesaid amendment.

IX.

BY - LAWS

The operation of the Condominium property shall be governed by the By-Laws which are annexed to this Declaration as Exhibit #3 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

X.

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a Florida corporation, not for profit. The Association shall have all the powers, rights and duties set forth in the Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The Association is sometimes referred to herein as the Association, the Condominium Association, the Condominium Corporation or the Corporation.

XI.

PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, and social guests, and for no other purpose.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The apartments shall be used for single family residences only.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and by-laws as may in the opinion of the corporation achieve the maximum beneficial use thereof.

C. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Recreation Facilities of the Condominium, including but not limited to the pool and recreation rooms unless under the supervision of an adult unit owner or lawful unit occupant over the age of twenty-one (21) years, except in such cases and under such conditions as the Condominium Association may from time establish and require.

D. No nuisance shall be allowed upon the Condominium property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium property by its residents.

E. No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.

F. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or of any Condominium unit, or any

part thereof.

G. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his Condominium parcel, or any part of the Condominium property.

H. Regulations concerning use of the common elements, and limited common elements may be promulgated by the corporation. Copies of all additional regulations shall be furnished to all unit owners.

## XII.

### CONVEYANCES

A. In order to assure a community of congenial residents and thus protect the value of the apartments, and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

B. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium corporation shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

C. (1) A unit owner, intending to make a bona fide sale or lease of his parcel, or any interest therein, shall give to the corporation a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee, and such other information as the corporation may reasonably require, and the term of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects.

(2) Within thirty (30) days after the receipt of such notice the corporation shall either approve of the transaction or furnish a purchaser or lessee approved by the corporation and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or

lessee furnished by the corporation may have not less than thirty (30) days subsequent to the date of approval within which to close.

(3) Approval shall be in recordable form signed by an executive officer of the corporation, and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

(4) Failure of the corporation to act in thirty (30) days shall be deemed to constitute approval in which event the corporation must on demand prepare and deliver approval in recordable form.

(5) The provisions of this Article XII shall apply to subleases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

D. No unit owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the corporation; and unless the proposed lessee can qualify as to use restrictions.

E. If a unit owner shall lease his unit, he shall remain liable for the performance of all the agreements and covenants in the Condominium documents, and shall be liable for the violations by his lessee of any and all use restrictions.

F. Every purchaser or lessee who acquires any interest in a condominium parcel shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium corporation and the provisions of the Condominium Act.

G. Should any condominium unit (parcel) at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagee", upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit (parcel), including the fee ownership thereof, without complying with the provisions of Paragraphs C. and D. of this Article XII; provided, however,

that in all other respects, the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act, shall be applicable thereto; and provided further, that nothing herein contained shall be deemed to allow or cause a severance from the Condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whatsoever, the provisions of Paragraphs C and D shall then again be fully effective with regard to subsequent sales or conveyances of said unit (parcel).

XIII.  
RIGHTS OF HEIRS AND DEVISEES  
OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligation of the unit owner, the provisions of Article XII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A. above, then within ninety (90) days of such person or persons' taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, which purchaser may be the Association. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to such purchaser.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

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D. Nothing herein shall prevent the sale and transfer of a Condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

#### XIV.

##### ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by the Condominium law, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the Condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual Condominium parcel concerned), charges for utility and water used as common for the benefit of the Condominium; cleaning and janitor service for the common elements and limited common elements, expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members, and the Condominium property — (i.e., reserve for replacements, operating

reserve to cover deficiencies in collections), and all other expenses declared by the directors of the Association to be common expenses from time to time, and any and all other sums due from the Association under the lease, contract or undertaking for recreational facilities, provided for in Article XXIV. hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions of shares set forth in Paragraph B. of Article VI. hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its directors at any time determine that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at eight (8%) percent per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the corporation to be paid out of corporation reserves, or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the corporation shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

XV.

LIEN OF THE ASSOCIATION

The Corporation shall have a lien on each Condominium parcel for any unpaid assessment, and interest thereon, against the unit owner of such Condominium parcel, as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys fees sustained by the Corporation incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorneys fees. Said lien shall be effective from and after its recording in accordance with Section 711.15 of the Laws of Florida (Section 15 of the Condominium Act), and shall otherwise be enforceable as provided in the Condominium Act.

XVI.

PROVISIONS RE TAXATION

The Condominium Act (Section 19) provides that property taxes and special assessments shall be assessed against and collected on the Condominium parcels, and not upon the Condominium property as a whole. Such taxes, when assessed, shall be paid by each parcel owner, in addition to the payment of such parcel owner's share of common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium property, including common elements and Condominium units. In such case, the tax will be apportioned against each parcel, according to the schedule of the ownership of common elements contained in Schedule A of Exhibit #2, but otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of this Article XVI.

XVII.

MAINTENANCE AND REPAIRS

1. The owner of each Condominium unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment, including compressors for his unit located within a unit or on the common elements, and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached terraces, balconies or porches), and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit (including its attached terraces, balconies or porches), within or in the perimeter walls of a unit (including its attached terraces, balconies or porches), and all window or plate glass in windows or in the perimeter walls of the unit (including its terraces, balconies or porches).

2. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

XVIII.

ALTERATION OF UNITS

No owner of a Condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities therein, without the consent of the Association, which consent may be withheld in the

event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the corporation may permit same, if the same is not a load bearing partition, and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including painting, installation of electric wires, TV antennae or air conditioning units which may protrude through walls or roof of building or in any manner change the appearance of the exterior of the building or any portion not within the unit, without consent of the Association. No unit owner, nor any other person, shall install upon the roof, or exterior of the apartment building upon the Condominium property, nor upon the common elements, nor upon the limited common elements of the Condominium any TV antennae radio antennae, electric, electronic or electro-mechanical device without the consent of the Association.

XIX.

ALTERATIONS, ADDITIONS AND  
IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

- 1) A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days notice.
- 2) A vote of two-thirds (2/3rds) of all the unit owners in favor of the proposal in person or by proxy shall be required to approve and adopt it.
- 3) The cost of such alteration, improvement or addition shall be assessed and collected as a common expense, but each unit owner shall bear that portion or share of such cost as is the same as the share of the common elements appurtenant to his unit, as such shares are set forth in Paragraph A of Article VI of this Declaration.

RECORDED 1908 PAGE 190

XX.

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI, Paragraph B., of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XXI.

PROVISIONS FOR CASUALTY INSURANCE,  
PAYMENT OF PROCEEDS, RECONSTRUCTION,  
INSURANCE TRUSTEE

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four years by the insurance carrier, if such insurance is available, against (a) loss or damage by fire and hazards covered by a standard coverage endorsement,

and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the Condominium land. Because of the location of the Condominium property the Association is authorized to obtain and accept a policy with a deductible cause if the Association cannot reasonably obtain coverage without such a clause. The directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if in good faith a majority of their whole number shall have determined that such insurance is not reasonably available.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses of \$3,000.00 or less shall be paid to the Association; and if in excess of \$3,000.00 shall be paid to a Trustee which shall be any Bank or Trust Company authorized to and doing business in Dade or Broward County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half the unpaid principal balance of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. Payment of Premiums: Trustee's Expenses and Collection.

The Board of Directors shall collect and pay the premiums for casualty

insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Mandatory Repair. Unless there occurs substantial damage to or destruction of all or a substantial part of the Condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares set forth in Paragraph A. of Article VI. hereof.

E. Determination of Damage and Use of Proceeds.

(1) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the percentages set forth in Paragraph A of Article VI of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special

assessment for the total deficiency against each of the unit owners according to the percentages set forth in Paragraph A of Article VI of this Declaration; except as provided for in Paragraph I below.

(2) Unless there occurs substantial damage to or destruction of all, or a substantial portion of the condominium property, and the Unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, - "substantial damage to or destruction to any or all the Condominium property" shall mean:

(1) With respect to the entire Condominium, that two-thirds (2/3rds) or more of all apartment units are, or have been, rendered untenable by casualty loss or damage; and/or,

(2) If two-thirds (2/3rds) or more of all the apartment units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete apartment building within the Condominium, that three-fourths (3/4ths) or more of the apartment units in such discrete and separate apartment building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium property with respect to the entire Condominium, the Condominium properties shall not be reconstructed unless

two-thirds (2/3rds) of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in sub-paragraph (1), above, but with respect to one or more apartment buildings be at least that degree with respect to each of such buildings described in sub-paragraph (2), above, then each apartment building experiencing such degree (sub-paragraph 2) of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4ths) of the unit owners owning units in such apartment building so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear, in accordance with the provisions of Paragraph I, below, and the Condominium property shall to the extent provided for in Paragraph I, below, be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of Paragraph I, below. The determination not to reconstruct after casualty shall be evidenced by certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3rds) of the unit owners, or in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (3/4ths) of the unit owners residing in each of the separate and discrete apartment buildings which have experienced the degree of damage mentioned in sub-paragraph (2) above.

G. Rights of Mortgagees. If any first mortgagee of any Condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property.

A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

I. Repair and Reconstruction. The provisions Paragraphs D, E and F above, to the contrary notwithstanding, each separate and distinct apartment building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only apartment building in the Condominium to the effect that:

(1) All insurance proceeds reasonably attributable to the damage or destruction to one such apartment building shall be first used for

RECEIVED 1908 PAGE 196

the reconstruction and repair of that building, to the extent that proceeds are sufficient; and in the event that such proceeds are not sufficient, the Condominium unit owners in that building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction, or repair, as contemplated by paragraph D, above. For the purpose of this paragraph I, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements, as set forth in Schedule A of Exhibit #2 attached hereto, divided by the sum total of the shares of the common elements attributable to all the Condominium units in that building, as set forth in Schedule A of Exhibit #2. The relative proportion thus established with respect to each Condominium unit in an apartment building is hereinafter referred to as the "relative common elements per building."

(2) If under the provisions of paragraph E (1) above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency <sup>in</sup> funds available for reconstruction and repair of a separate apartment building related to the common elements and limited common elements; then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular apartment building which has suffered casualty loss and damage; and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that apartment building suffering such casualty loss or damage, in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of paragraph I (1) above.

(3) In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete apartment building, then the Board of Directors

shall reasonably ascertain what portion if any of that excess is fairly attributable to the entire Condominium, and that portion shall be distributed or applied to the unit owners and their mortgagees as their interest may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds, shall be distributed and paid over to the unit owners and their mortgagees as their interest may appear in the separate and discrete apartment building suffering such damage or loss, in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions in subparagraph (1) above.

(4) In the event that there shall occur to a separate and discrete apartment building the degree of damage or destruction described in subparagraph F (2) above, but the Condominium as a whole shall not have experienced the degree of damage, destruction, or loss as set forth in subparagraph F (1) above, and an apartment building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that building only, and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraiser shall determine the fair value of all the Condominium properties (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed apartment building, as follows:

b. The total of the relative common elements per building attributable to units in the apartment building so destroyed or damaged shall be multiplied by the fair value of all the Condominium property as established by the Board of Directors, and the product thereof shall be that portion

of the fair value attributable to said destroyed or damaged building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction to the said apartment building. That difference plus the total amount of insurance proceeds attributable to said loss shall be deemed the total purchase price for the Condominium units in the said destroyed or damaged building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with the law. If the Condominium shall elect not to terminate in accordance with the law, then the Condominium Association shall purchase the Condominium units in the destroyed or damaged building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the apartment building so damaged or destroyed, shall be set aside and the balance paid over to the Condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each

unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments, commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

c. The Condominium Association, upon the acquisition of the title to the units and interests of the unit owner's in the damaged or destroyed building shall have the option of either:

(i) Terminating the Condominium Regime with respect to the destroyed or damaged building and making the site thereof a common element of the Condominium; or,

(ii) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3rds) of the Condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

d. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed building, a certificate shall be filed among the public records executed by two officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium property the destroyed and/or damaged building, as an improvement, and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged building, among the remaining unit owners in the proportions that their shares of the common elements as set forth in Schedule A of Exhibit #2 hereof, bear to one another; such that upon completion of such redistribution, one-hundred percent (100%) of the common elements will have been distributed among the remaining Condominium unit owners and the Condominium units not contained

in the damaged or destroyed building. Said certificate shall also

redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed building, among the remaining units in the proportions that their shares of the common expenses and common surplus as set forth in Schedule B of Exhibit #2 to this Declaration of Condominium, bear to one another, such that upon completion of such redistribution, one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining Condominium units not contained in the damaged or destroyed building.

XXII.

MORTGAGES

An owner who mortgages his condominium parcel must notify the Corporation of the name and address of his mortgagee, and the Corporation shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the condominium corporation of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The Corporation shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

XXIII.

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

The provisions of Article XII hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Corporation submitting the condominium property to condominium ownership, to-wit: The Developer. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the

premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Paragraphs C. and D. of Article XII shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association. This Article XXIII may not be amended without the written consent of the Developer.

#### XXIV.

#### RECREATIONAL FACILITIES

A. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of two-thirds (2/3rds) of the Association's members, and subject to the requirements of Paragraph C. below, may from time to time acquire and enter into agreements, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational 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 unit owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph A. and Paragraph C. below.

B. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXIV., this this Article XXIV may not be modified, amended or changed in any regard without the consent in writing of the lessor therein, or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment, with the formalities required for Deeds.

C. The provisions of Paragraph A. above notwithstanding mortgagees holding first mortgages on any unit or units, shall, if they acquire title to such unit or units by foreclosure or deed in lieu of foreclosure, take such units or unit exempt from and free and clear of any of the terms and obligations, and without the use benefits of such agreements entered into under the authority granted in Paragraph A. above, to the same extent and effect as if such agreements did not exist, unless such mortgagee, or subsequent owner of such unit taking title through such mortgagee, shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C. shall thereafter not apply to such unit or units. The exemption granted in this Paragraph C. shall include but not be limited to an exemption from the payment of the pro-rata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements a majority (as defined in Paragraph B. of Article XXI hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C. shall not apply to any mortgagee or to any unit in the Condominium.

XXV.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations of provisions of this Declaration, or in the By-Laws of the Condominium corporation or of the Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXVI.

TERMINATION

The provisions for termination contained in Paragraph F of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by Sections 16 and 17 of the Condominium Act, as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety days of said meeting by 3/4ths of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium. Upon termination the undivided share of the condominium property owned in common by each unit owner shall be the share previously owned by such owner in the common elements, as provided for in Paragraph A of Article XI hereof. After termination of the Condominium in any manner, the liens upon the Condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

XXVII.

EASEMENTS FOR ENCROACHMENTS

All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

XXVIII.

TRANSFER OF PARKING SPACES  
AMONG UNIT OWNERS

The provisions of Article XII "CONVEYANCES" of this Declaration notwithstanding, unit owners from time to time may convey and transfer their rights in and to the parking spaces constituting limited common elements appurtenant to their units among themselves, that is to say, from one unit owner to another; with the written consent of the Condominium Association, and with the written consent of the holders of any mortgages encumbering the unit from which the parking space is being transferred, with the following limitations and in the following manner:

A. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the unit from which the parking space shall have been transferred or conveyed shall have at least one (1) parking space appurtenant thereto as a limited common element and the unit to which the parking space shall have been transferred or conveyed shall have no more than two (2) parking spaces appurtenant thereto as limited common elements. No portion of the common elements attributable to a unit shall be transferred or conveyed from one unit to another for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements, as set forth in Article VI of this Declaration, shall in no way be varied or changed with respect to any unit for reason of the transfer or conveyance of a parking space.

B. Such a transfer or conveyance shall be evidenced by a written deed of conveyance executed by both the transferor and transferee. It shall identify the transferor by name and as a unit owner of a specific condominium unit, and shall identify that unit number. It shall also demonstrate the name of the transferee by name and as a unit owner of a specific condominium unit, and shall identify that unit by number. It shall set forth in substance that the parties are transferring and conveying the particular parking space which is a limited common element appurtenant

to the unit owned by the transferor to the transferee, for the purpose of having the particular space become a limited common element appurtenant to the condominium unit owned by the transferee. It shall further set forth the consent of the transferee to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's unit subject in full to the provisions of the Declaration of Condominium.

C. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida, and promptly recorded among the Public Records of Palm Beach County, Florida, and shall be effective no sooner than such recording.

D. The consent of the Condominium Association may be evidenced on the deed of conveyance mentioned in Paragraph B above, or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Palm Beach County, Florida. Such consent may be in any form the Condominium Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the Public Records of Florida.

E. Once the aforementioned deed of conveyance shall have been duly executed and recorded in accordance with the provisions of this Article XXVIII, and the consent of the Condominium Association shall have likewise been given and so recorded, the Declaration of Condominium and, in particular, Exhibit #1 hereto, shall be deemed amended to the extent necessary to conform to that transfer and conveyance as authorized under this Article XXVIII, the provisions of Article VIII of this Declaration, entitled "Amendment to Declaration", to the contrary notwithstanding.

F. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a condominium unit or any part or share thereof to any person or persons whomsoever, except

RECORDED 1908 PAGE 206

the limited common elements which constitute parking spaces may, as herein provided, be conveyed between unit owners providing that at no time may such parking spaces, or any of them, be owned in whole or in part by any person or persons who are not unit owners. The foregoing notwithstanding, the Developer may retain, without being a unit owner, any unassigned parking spaces subsequent to Developer's conveyance of the last unit owned by it, providing that in such case and until the Developer shall assign said remaining parking spaces to unit owners, such unassigned spaces shall be treated as a common element of the Condominium Association. The Developer, whether or not a unit owner, may exchange such unassigned parking spaces for parking spaces previously assigned to unit owners without the Condominium Association's approval and treat the exchanged space received by it as if the same had never been assigned. Any transfer or conveyance of a parking space by any person except the Developer, with or without the consent of the Condominium Association to any other person or persons who is or are not a unit owner or owners except transfers or conveyances to the Developer, shall be totally void.

XXIX.

MAINTENANCE

The Developer, each condominium unit owner and their successors and assigns, acknowledge that this Condominium is or is to be one of several condominiums containing residential living units in the development known as The Lands Of The President In Palm Beach County, Florida. In order to provide for the unified maintenance and upkeep of the entire development and for the economical discharge of the management and maintenance functions of the common elements and limited common elements of each condominium for the benefit of the Condominium unit owners, the Condominium Association is authorized to and shall together with the other condominium associations of other condominiums in the development and other resident owner organizations in the development, appoint and/or

enter into a contract with any person, firm, corporation or other real estate management agent to provide for the unified and uniform maintenance and repair of the condominium property to the effect that there shall be one general supervising directorate for the maintenance and repair of the condominium properties of all condominiums in the development and the recreations facilities. The provisions of the preceding sentence shall not be mandatory upon the Condominium Association to appoint or select a single manager, to-wit: a unified managing agent, in conjunction and cooperation with other condominium associations for condominiums in The Lands of The President and with other resident owner organizations in The Lands of The President to provide for the unification of management. However, the Condominium Association shall be required to, in good faith, attempt to negotiate with such other condominium associations and resident owner organizations to the end that they shall choose and appoint unified and consolidated management. It shall be a matter of policy of the Condominium Association that such unified and/or joint management shall be preferred for reason of the economies it will afford the Condominium Association, and like condominium associations and resident owner associations in The Lands of The President. The Developer, its affiliates, successors and assigns may be such unified managing agent, and nothing shall be deemed to invalidate any agreement between the Condominium Association and the Developer as the agent for reason that at the time of entering into such agreement, employees, officers or agents of the Developer were the officers and/or directors of the Condominium Association. However, any contract, agreement or undertaking by the Condominium Association, whether or not with Developer, shall conform to the requirements of law appertaining thereto and without limiting the generality of the foregoing, shall contain provisions for termination as provided by law when required by law. Any such unified managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors and its officers as provided for in law and in the By-Laws of the Condominium Association, and in accordance

therewith. The terms of said contract with any unified managing agent shall conform to the requirement of the By-Laws of the Association in all regards.

XXX.

#### MISCELLANEOUS PROVISIONS

A. Commencement of Developer's Obligation. The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the condominium units owned by the Developer, except for this paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the month next succeeding the recording of this Declaration, providing, however, that the Developer shall be obligated to pay that portion of the common expense attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium property if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association.

B. Right of Entry. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any of it.

C. Institutional Mortgagees. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government. Where an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration and the Exhibits annexed be deemed an institutional first mortgage.

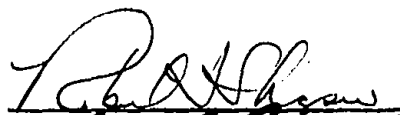

D. Contractual Liens Authorized. Each Condominium unit owner in this Condominium is authorized to grant liens upon his respective condominium unit to secure the payment of his share (or the share attributable to his Condominium unit in the appropriate case) of any fees, dues, charges or other exactions which the Condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to wit: memberships, leases, contracts or other undertakings; obtained by the Condominium Association for the use of the Condominium unit owners or otherwise obtained by such Condominium unit owner or owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the condominium form of ownership as provided for by law or under the terms of the Declaration, the said lien so created shall attach to the undivided interests in the Condominium property resulting from termination, held by the Condominium unit owner creating such lien or owning a unit encumbered by such lien. This Paragraph D. shall be liberally construed to grant Condominium unit owners maximum authorities to grant the liens hereinmentioned for the purposes herein provided, and shall not be construed to in any way restrict the powers or authorities of the Condominium unit owner, nor to require any particular form for the creation of such liens, but Condominium unit owners shall, in addition to the powers and authorities created herein, have the authority and power to create liens on their units which they would otherwise have had, had this paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this paragraph shall take priority from the recording among the public records of Palm Beach County, Florida of the document creating that lien. This paragraph shall not be construed to cause or allow liens created under the authority of this paragraph to become effective earlier than the aforementioned recording of the document creating such lien,

and neither this paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

E. Easements. The Developer and its successors as Developer, retains the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium property for use for public utility purposes or for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the then existing improvements upon the Condominium property, and shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the public records of Palm Beach County, Florida, a written statement to that effect; from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph E.

IN WITNESS WHEREOF, the Developer, PERINI LAND AND DEVELOPMENT COMPANY, has caused this Declaration of Condominium to be executed by its duly authorized officers, and the corporate seal to be affixed this 17th day of June, 1971.


WITNESSES:

PERINI LAND AND DEVELOPMENT  
COMPANY

BY: 

Vice President

ATTEST: 

Assistant Secretary

OFFICIAL RECORD 1908 PAGE 211

[corporate seal]

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

BEFORE ME, a Notary Public in and for the State and County  
Aforesaid, duly authorized to take acknowledgements, personally appeared  
Alan Arruda and Carl F. German  
the Vice President and Assistant Secretary, respectively of  
PERINI LAND AND DEVELOPMENT COMPANY, a Delaware corporation,  
to me well known, and acknowledged before me that they executed, sealed  
and delivered the foregoing Declaration of Condominium for the uses and  
purposes therein expressed, as such officers, by authority of and on behalf  
of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal at West Palm Beach, said County and State, this 17th day  
of June, 1971.

*W. J. ...*  
NOTARY PUBLIC, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large  
My commission Expires July 8, 1973

EXHIBIT # 1  
TO THE DECLARATION OF CONDOMINIUM OF:  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

This exhibit consists of eight pages. Pages two through eight inclusive consist of the survey, plot plan and graphic description of the condominium property. Page 1 consists of an identification statement, engineer's notes pertinent to the entire exhibit and the Certificate.

ARCHITECT'S CERTIFICATE

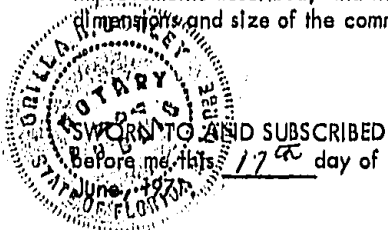
STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared PAUL M. TWITTY, who after being first duly cautioned and sworn, desposes and says:

1. That he is a duly registered and licensed architect under the laws of the State of Florida, a member of A.I.A., registration number 4307, and is authorized to practice in this State.

2. Affiant hereby certifies that the survey, plot plan and graphic description of improvements of the condominium property and the improvements thereon, together with the notes herein contained, which in the aggregate constitute this Exhibit # 1, together with the wording of the Declaration of Condominium of The Lands of The President Condominium One, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

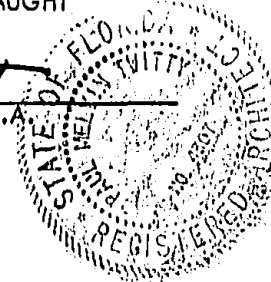
FURTHER AFFIANT SAYETH NAUGHT



SWORN TO AND SUBSCRIBED  
Before me this 17<sup>th</sup> day of  
June, 1973.

Orilla Z. Conley  
Notary Public, State of Florida at Large

Paul M. Twitty  
Paul M. Twitty, Architect A.I.A.  
My Commission Expires:  
April 14, 1973



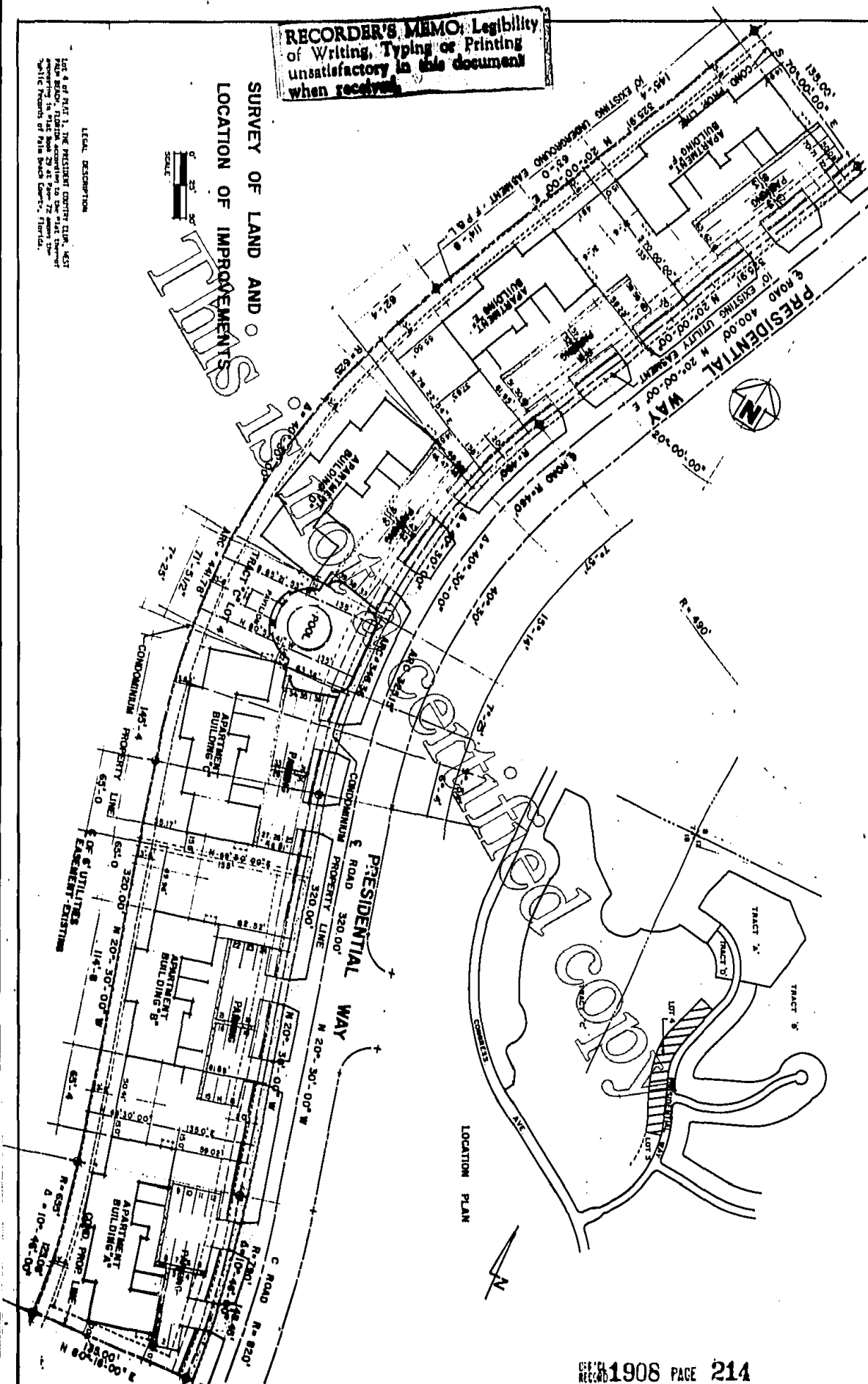
NOTES:

- A. Each numbered unit is composed of the apartment and the attached balconies, terraces or porches, if any.
- B. All land and all portions of the buildings or other improvements not located within the boundaries of a unit are parts of the common elements or are limited common elements. As to limited common elements, their use is reserved to the unit or units to which they have been assigned, or will be assigned, to the exclusion of other units, provided however: Easements for maintenance, repairs and improvements are reserved to the Condominium Association.
- C. All dimensions shown in the individual condominium units are to the interior unpainted, finished (or unfinished) surfaces.
- D. The property description contained herein is the legal description of the condominium property submitted to condominium ownership in the Declaration of Condominium.

Lot 4 of P.L.T. 1, THE PRESIDENT COUNTRY CLUB, WEST PALM BEACH, FLORIDA according to the plat thereof appearing in Plat Book 29 at page 72 among the Public Records of Palm Beach County, Florida.

**SURVEY OF LAND AND LOCATION OF IMPROVEMENT**

### LEGAL DESCRIPTION



1908 PAGE 214

**SCHWAB AND TWITTY ARCHITECTS**  
PLAZA CENTER, ROYAL PALM BOON PALM BEACH, FLORIDA 33400  
OFFICE 905 - 855-7844

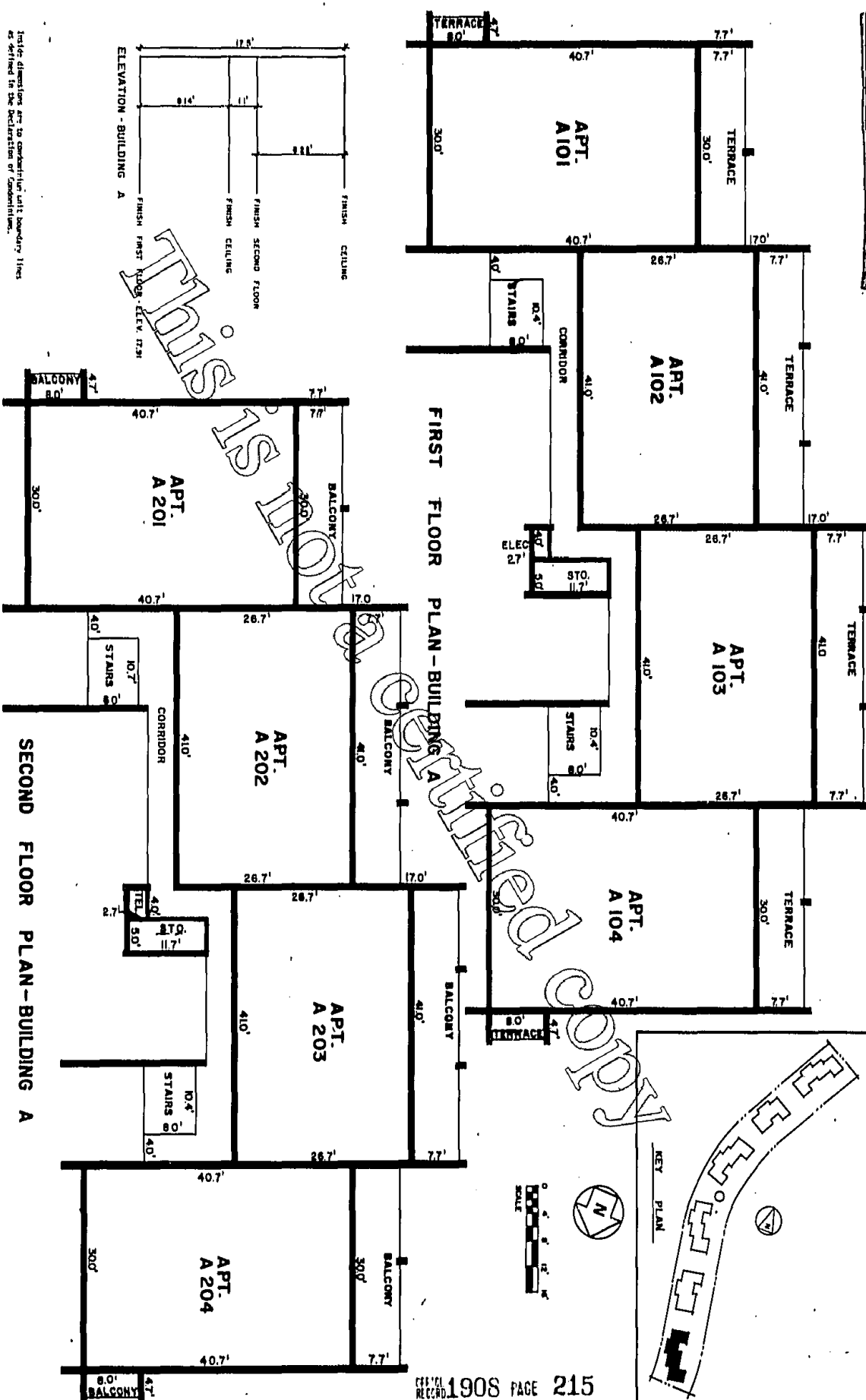
A.I.A.

EXHIBIT 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

JOB - 70124  
DWG - 1-1  
SHEET 2 OF 5

UNSATISFACTORY TO THE RECORDING OFFICE  
WHEN RECORDED

Interior dimensions are to construction unit boundary lines  
as defined in the Declaration of Condominium.

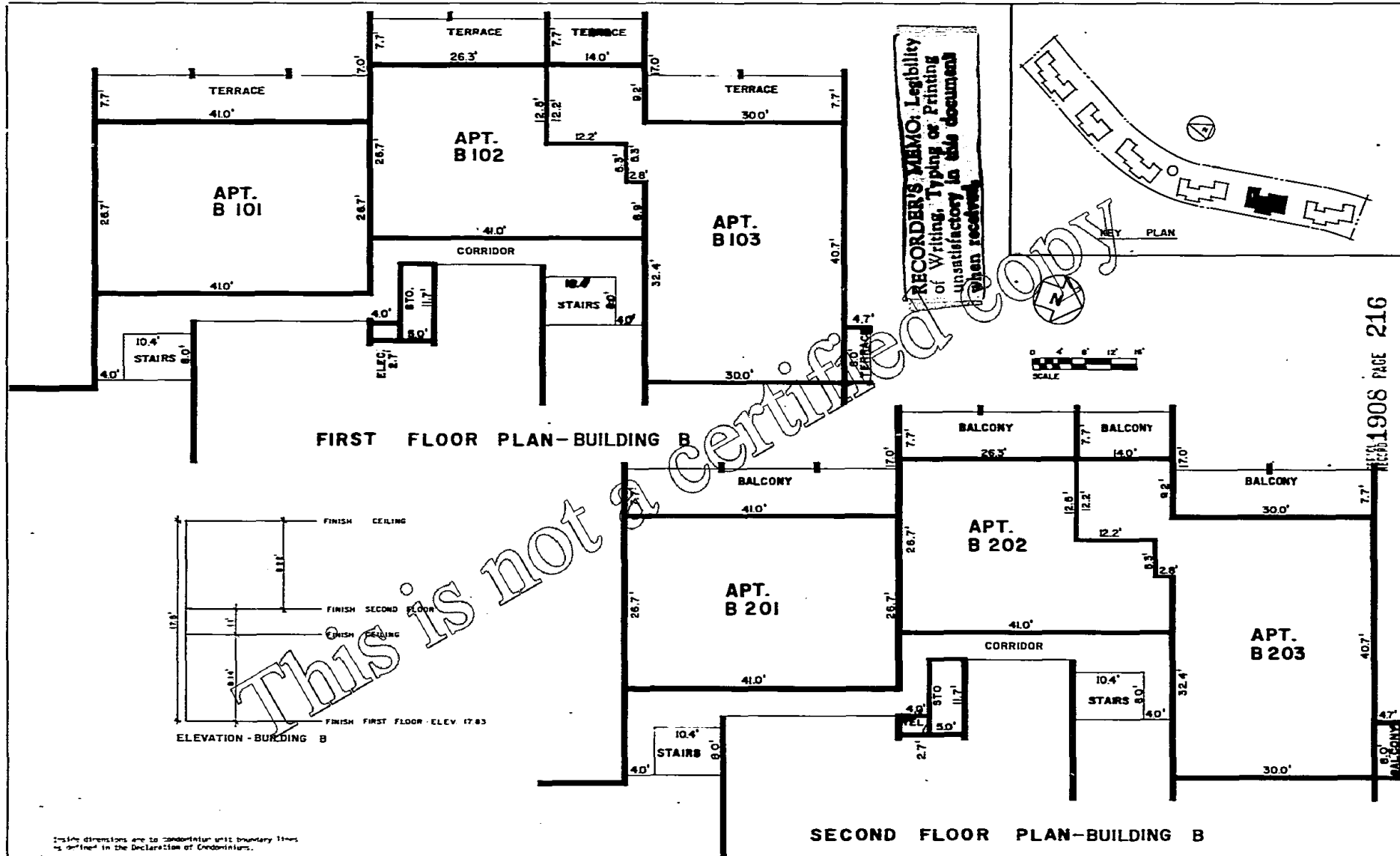


SCHWAB AND TWILY ARCHITECTS  
PLAZA CENTER ROYAL PALM WAY PALM BEACH, FLORIDA 33480  
OFFICE 305-655-7844

A.I.A.

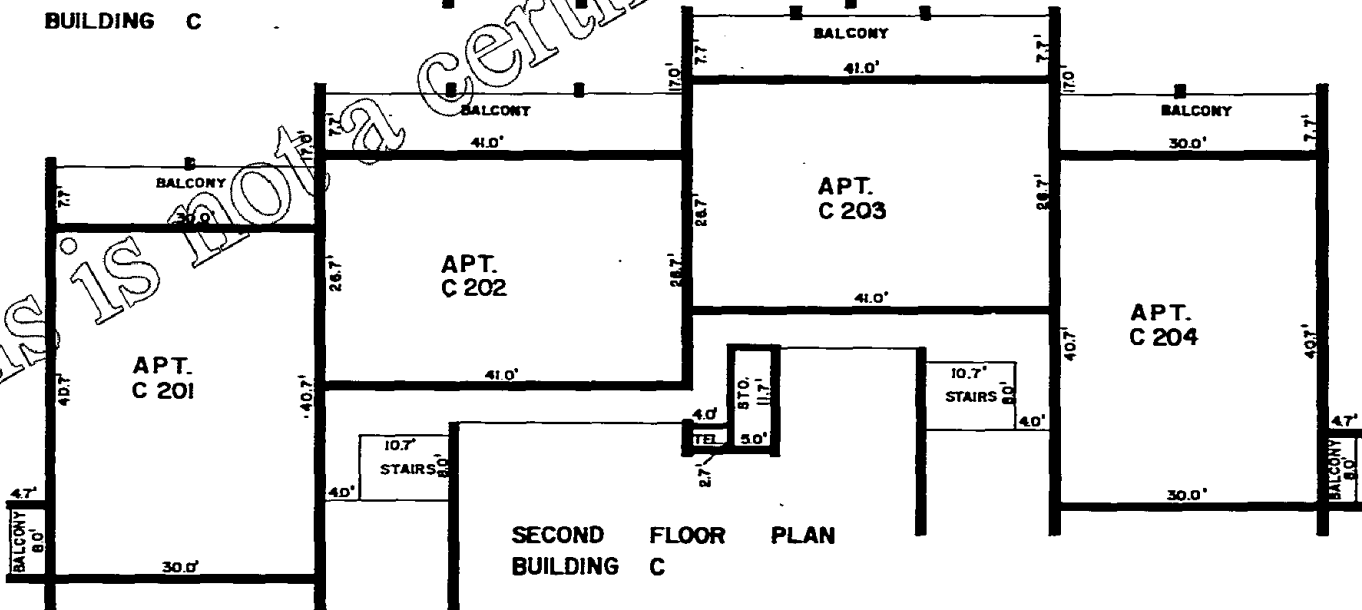
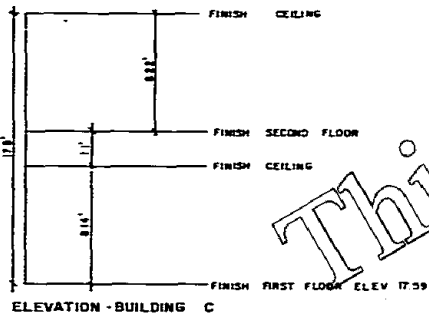
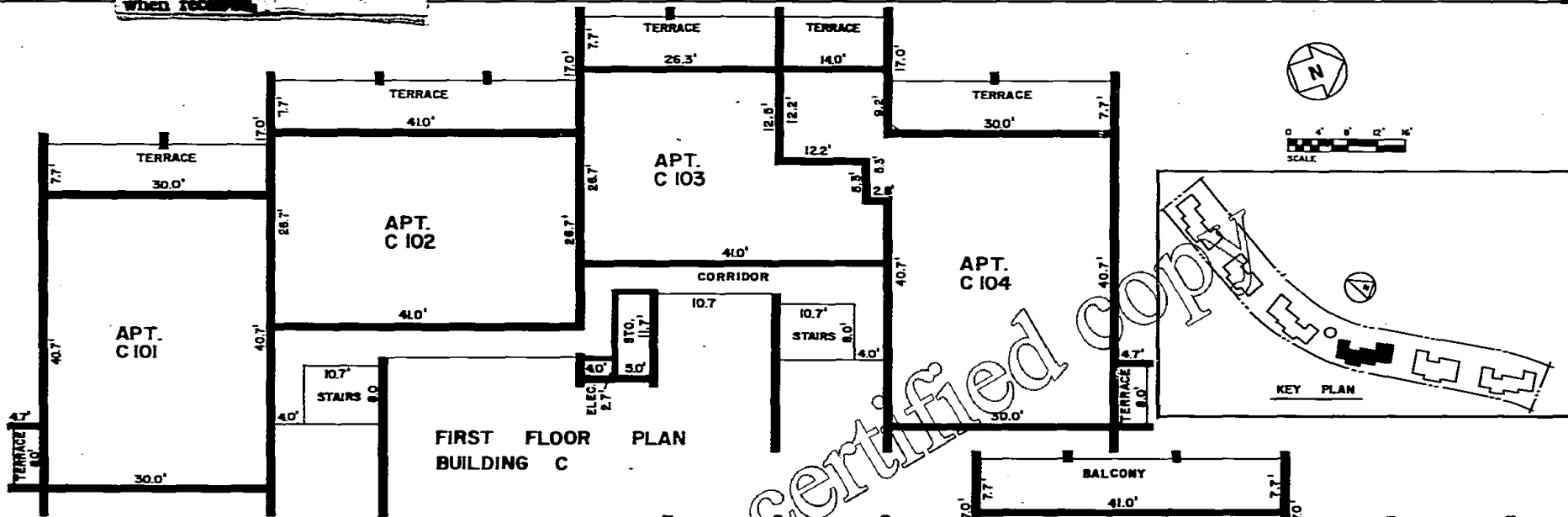
EXHIBIT 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

JOB - 70124  
DWG - 1-3  
SHEET 3 OF 8



1-inch dimensions are to condominium unit boundary lines as defined in the Declaration of Condominium.

or Writing, Typing or Printing  
unsatisfactory in this document  
when received.



Inside dimensions are to condominium unit boundary lines  
as defined in the Declaration of Condominium.

JOB - 70124  
DWG - 1-5  
SHEET 6 OF 8

EXHIBIT 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

SCHWAB AND TWITTY ARCHITECTS A.P.A.  
PLAZA CENTER - ROYAL PALM WAY PALM BEACH, FLORIDA 33460  
OFFICE 305 - 655-7844

RECORDED 1908 PAGE 217

ELEVATION - BUILDING D

12' 0"

8' 0"

8' 0"

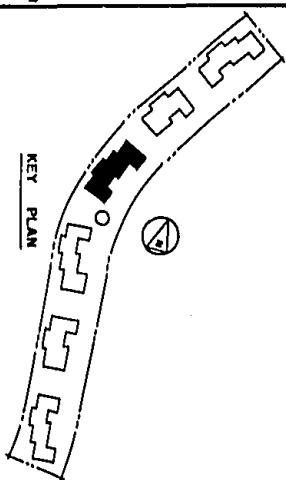
4' 0"

FINISH CEILING

FINISH SECOND FLOOR

FINISH CEILING

FINISH FIRST FLOOR ELEV N.E.T

[illegible][illegible]

0 1 2 3 4  
INCHES



1908 PAGE 218

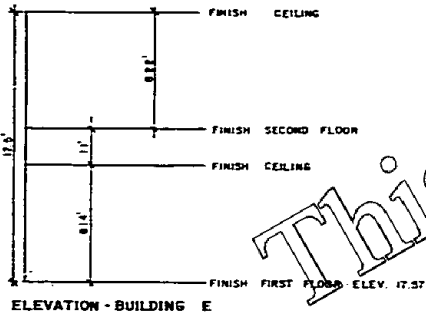
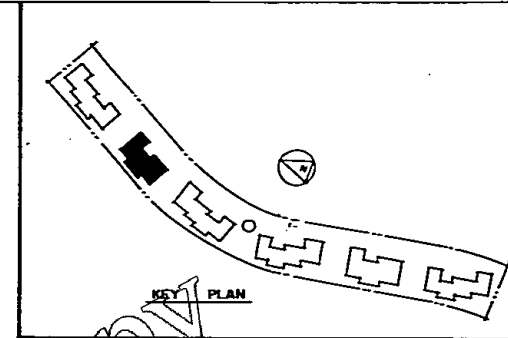
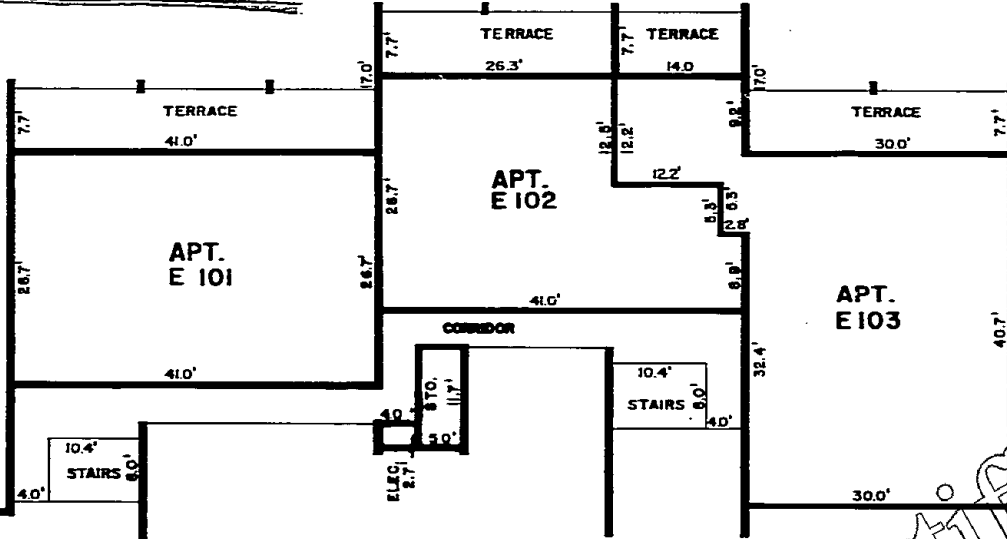
EXHIBIT 1  
TO THE DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

JOB - 70124  
DWG - 1.6  
SHEET 6 OF 8

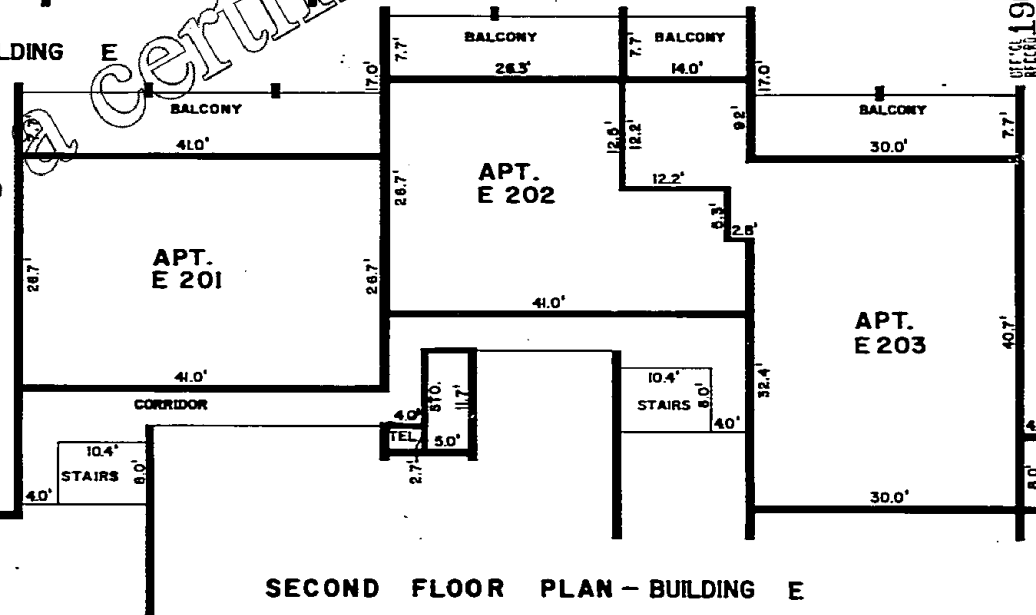
**SCHWAB AND TWITTY ARCHITECTS**  
PLAZA CENTER ROYAL PALM WAY PALM BEACH, FLORIDA 33400  
OFFICE 305-655-7844

A.I.A.

unsatisfactory in this document  
when received.

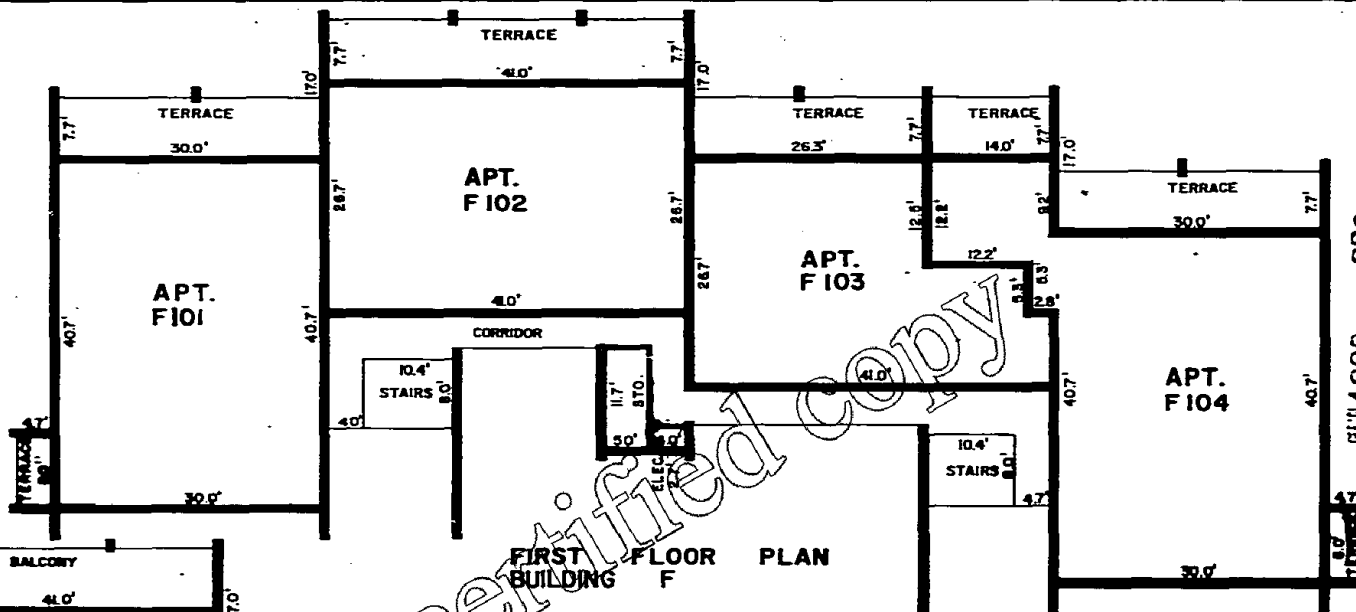
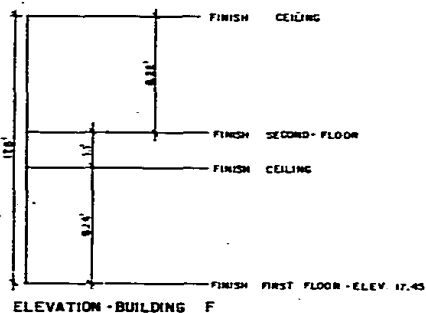


Inside dimensions are to condominium unit boundary lines  
as defined in the Declaration of Condominium.

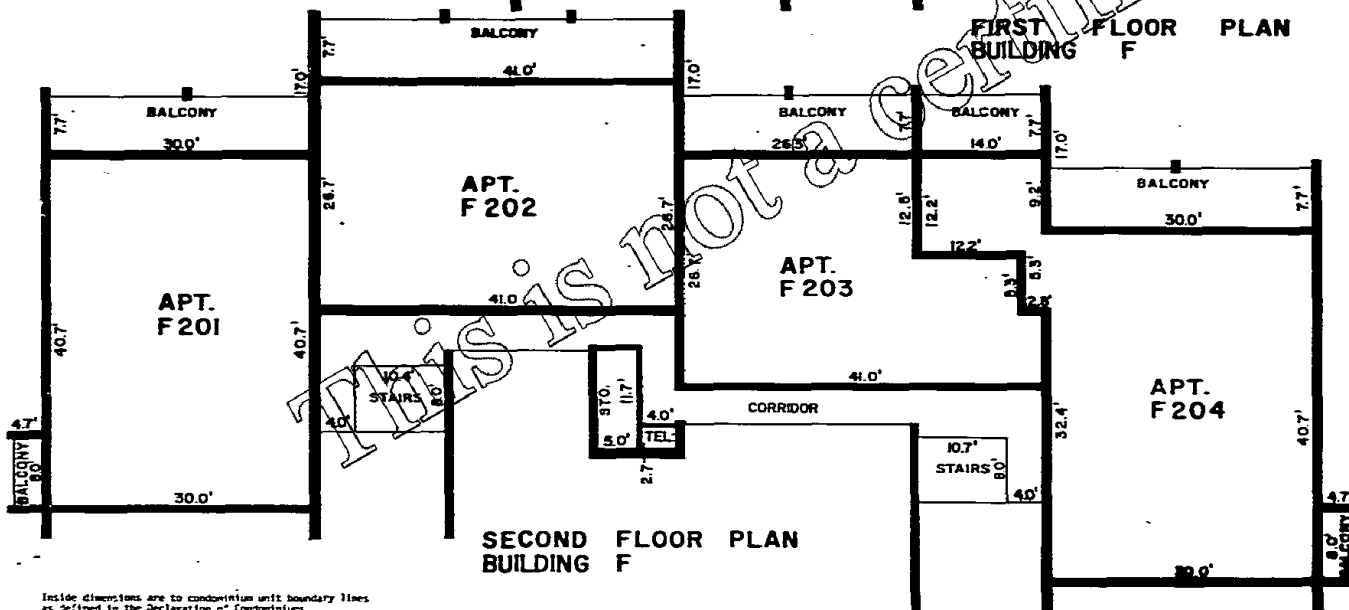


OFFICIAL RECORD 1908 PAGE 219

OF WRITING  
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when received.

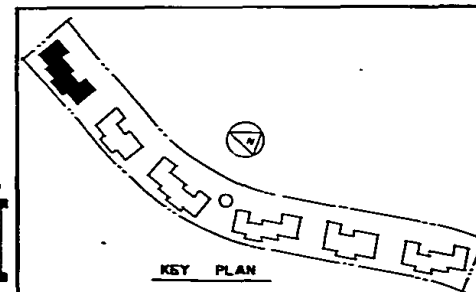
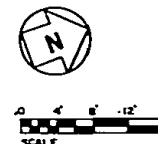


FIRST FLOOR PLAN  
BUILDING F



SECOND FLOOR PLAN  
BUILDING F

Inside dimensions are to condominium unit boundary lines  
as defined in the Declaration of Condominiums.



GEN. 1908 PAGE 220

EXHIBIT #2  
TO THE DECLARATION OF CONDOMINIUM OF:  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>	<u>SCHEDULE B</u>
A 101	2.33610%	2.3982%
A 102	2.21992%	2.1682%
A 103	2.21992%	2.1682%
A 104	2.33610%	2.3982%
A 201	2.33610%	2.3982%
A 202	2.21992%	2.1682%
A 203	2.21992%	2.1682%
A 204	2.33610%	2.3982%
B 101	2.21992%	2.1682%
B 102	1.94977%	1.7740%
B 103	2.60624%	2.7923%
B 201	2.21992%	2.1682%
B 202	1.94977%	1.7740%
B 203	2.60624%	2.7923%
C 101	2.33610%	2.3982%
C 102	2.21992%	2.1682%
C 103	1.94977%	1.7740%
C 104	2.60624%	2.7923%
C 201	2.33610%	2.3982%
C 202	2.21992%	2.1682%
C 203	2.21992%	2.1682%
C 204	2.33610%	2.3982%
D 101	2.60624%	2.7923%
D 102	1.94977%	1.7740%
D 103	2.21992%	2.1682%
D 104	2.33610%	2.3982%
D 201	2.33610%	2.3982%
D 202	2.21992%	2.1682%
D 203	2.21992%	2.1682%
D 204	2.33610%	2.3982%
E 101	2.21992%	2.1682%
E 102	1.94977%	1.7740%
E 103	2.60624%	2.7923%
E 201	2.21992%	2.1682%
E 202	1.94977%	1.7740%
E 203	2.60624%	2.7923%
F 101	2.33610%	2.3982%
F 102	2.21992%	2.1682%
F 103	1.94977%	1.7740%
F 104	2.60624%	2.7923%
F 201	2.33610%	2.3982%
F 202	2.21992%	2.1682%
F 203	1.94977%	1.7740%
F 204	2.60624%	2.7923%
TOTALS	100.00000%	100.00000%

SCHEDULE A above sets forth the undivided share of the common elements of the Condominium, as a percentage, attributable to and appurtenant to each of the units.

SCHEDULE B above sets forth the share of the common expenses and common surplus of the Condominium, as a percentage, to be borne by and attributable to each of the Units.

These percentages are set forth opposite and to the right of the number of the Unit to which they appertain.

EXHIBIT # 3

TO THE DECLARATION OF CONDOMINIUM OF:

THE LANDS OF THE PRESIDENT CONDOMINIUM ONE

THE BYLAWS

OF

THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

This is not a certified copy

BY-LAWS

OF

THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

Article I.

1) The name of this corporation is THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

2) The principal office of the corporation is 2300 Presidential Way, West Palm Beach, Florida, c/o The President Club.

Article II - Purposes.

This corporation is organized for the purposes of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium, to-wit: The Lands of the President Condominium One and to exercise all powers granted to it as a corporation under the laws of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium in which these By-Laws are attached, and further to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association.

Article III - Directors and Officers.

A. Directors

1) The affairs of the corporation shall be managed by a Board of Directors, composed of five (5) persons (except as to the first Board of Directors, whose members are designated in the Articles of Incorporation, and who shall serve until the first annual meeting of directors or, until their successors are elected and shall qualify).

2) Directors shall be elected by the members at the annual meeting of members and shall hold office until their successors are elected and shall qualify.

At least ten (10) days before the annual meeting, a complete list of members entitled to vote at such election, together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the corporation for ten (10) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.

At the first annual meeting of the members, directors shall be elected for a term of one (1) year.

Directors shall be elected as follows:

Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written ballot. The five (5) persons receiving the highest number of votes shall be declared elected.

At least a majority of the directors shall be members of the corporation, except those persons designated as the first Board of Directors, by the Articles of Incorporation, and except as provided for in XVII hereof.

No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

#### B. Officers

The officers of the corporation shall be: a President, a Vice President, a Secretary and a Treasurer, at least two of whom shall be members of the Board of Directors, and such other officers as the Board of Directors may appoint, who need not be members of the Board. The officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall elect the aforesaid officers. Officers elected at the first meeting of the Board shall hold office until the next ensuing annual meeting of directors following the next succeeding annual meeting of members or until their successors shall have been elected and shall qualify.

#### C. Resignation, Vacancy, Removal

Any director or officer of the corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting, by electing a person who shall serve until the next annual meeting of members, at which time a director will be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

A majority of members of the corporation present at any regular meeting or special meeting duly called, may remove any director or officer for cause affecting his ability or fitness to perform his duties.

#### D. Executive Committee

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee, to consist of two or more members of the Board, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

#### Article IV - Powers and Duties of the Corporation and the Exercise Thereof.

The corporation shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act, as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

- 1) All of the powers specifically provided for in the Declaration and the Condominium Act.
- 2) The power to levy and collect assessments.
- 3) The power to levy and collect special assessments.
- 4) The power to expend monies collected for the purpose of paying the common expenses of the corporation.
- 5) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.

- 6) The power to insure and keep insured the buildings and improvements of the condominium as provided for and limited by the Declaration.
- 7) The power to employ the personnel required for the operation of the common elements.
- 8) The power to pay utility bills for utilities serving the common elements.
- 9) The power to contract for the management of the condominium and to delegate to its contractor as manager, all of the powers and duties of the corporation, except those things which must be approved by members.
- 10) The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.
- 11) The power to improve the condominium property subject to the limitations of the Declaration.
- 12) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the corporation.
- 13) The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents.
- 14) The power to pay all taxes and assessments which are liens against the common elements.
- 15) The power to deal with and approve or disapprove of all conveyances or leases of condominium parcels or parking spaces as provided for under the terms of the Declaration, and pursuant thereto.
- 16) The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these By-Laws.
- 17) The power to possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.
- 18) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in Article XXIV entitled "Recreational Facilities" of the Declaration of Condominium to which these By-Laws are attached, with the approval required in said Article.
- 19) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the condominium's property and of any recreational facilities on lease to the Condominium Association or otherwise provided for the condominium members' usage.
  - (a) Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of this corporation. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the corporation handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

(b) Nothing in this subparagraph 19) or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the interior of the condominium units of the Condominium.

20) The power to establish the office of additional officers of this corporation and to appoint all officers.

#### Article V - Duties of Officers

##### 1) The President shall:

- (a) act as presiding officer at all meetings of the corporation and of the Board of Directors.
- (b) call special meetings of the Board of Directors and of members.
- (c) sign with the Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons.
- (d) perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
- (e) appoint committees and to be ex-officio member of all committees, and render an annual report at the annual meeting of members.

##### 2) The Vice President shall:

- (a) act as presiding officer at all meetings of the corporation and of the Board of Directors when the President is absent.
- (b) perform other acts and duties required of the President, in the President's absence.
- (c) perform such other duties as may be required of him by the Board of Directors.

3) Should the President and the Vice President be absent from any meeting, the directors shall select from among their members, a person to act as chairman of the meeting.

##### 4) The Secretary shall:

- (a) attend all regular and special meetings of the members of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof, or cause the same to be done.
- (b) have custody of the corporate seal and affix same when necessary or required.
- (c) attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board, at its next regular meeting.
- (d) perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.
- (e) have custody of the minute book of the meetings of directors and members, which minute book shall at all times be available at the office of the corporation for the information of directors and officers, and act as transfer agent to recordable transfers and regulations in the corporate books.

5) The Treasurer shall:

(a) attend all meetings of the membership and of the Board of Directors.

(b) receive such monies as shall be paid into his hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(c) supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

Article VI - Membership

1) Membership in the corporation is limited to owners of the condominium units. Membership is automatically conferred upon acquisition of condominium unit, as evidenced by the filing of a deed to such unit, or as provided in the Declaration for transfer of membership upon the death of a unit owner. Membership is an incident of ownership, and is not separately transferrable.

2) The owner of a unit shall be entitled to cast one vote at all meetings of the members. If a condominium parcel is owned by more than one owner, there shall nevertheless be only one membership assigned to such parcel, and the vote for such membership shall be cast by the person designated in writing by all of the owners of said parcel, and in the absence of such a writing, such vote shall not be counted.

3) Membership in the corporation may be transferred only as an incident to the transfer of title to a condominium parcel in the manner provided in the Declaration of Condominium, and shall become effective upon the recording of a deed to such condominium parcel.

4) Membership shall terminate upon the transfer of title to a condominium unit, or upon the death of the owner of a condominium parcel.

Article VII - Meetings, Special Meetings, Quorums, Proxies

A. Meetings of Members

1) Place of Meetings. All meetings of the corporation shall be held at the office of the corporation, or may be held at such time and place as shall be stated in the notice thereof.

2) Annual Meetings. Annual members' meetings shall be held at the office of the corporation upon a date appointed by the Board of Directors, which shall fall between the 15th day of January and the 28th day of February, in each and every calendar year subsequent to 1972. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time.

3) Special Meetings. Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from members of the corporation owning a majority of the condominium units. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

4) Proxies. Vote may be cast in person or by proxy. Proxies must be filed with the Secretary of the corporation at least twelve (12) hours prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor.

5) Quorum. A quorum for the transaction of business at the annual meeting or any special meeting shall consist of a majority of the unit owners being present, either in person or by proxy, but the unit owners present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

6) Voting Required to Make Decisions. When a quorum is present at any meeting, the vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration or these By-Laws or any applicable statute provide otherwise, in which event the vote prescribed by the Declaration or the By-Laws or such statute shall control.

#### B. Directors' Meetings

1) Annual Meeting. The annual meeting of the Board of Directors shall be held at the office of the corporation, immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate, in which event no notice need be sent to the directors, once said schedule has been adopted.

2) Special Meetings. Special meetings of the Board of Directors may be called by the President, on five (5) days' notice to each director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of three (3) directors. All notices of special meetings shall state the purpose.

3) Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be terminated without further notice.

#### Article VIII - Notice.

1) Annual Meeting. Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice, at least ten (10) days prior to the meeting.

2) Special Meetings. Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote at least five (5) days prior to such meeting.

3) Waiver. Nothing herein is to be construed to prevent unit owners from waiving notice of meetings or acting by written agreement without meetings.

#### Article IX - Procedure.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and the By-Laws of the corporation or with the Statutes of the State of Florida.

#### Article X - Assessments and Manner of Collection.

The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Article XIV of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

Funds for the payment of common expenses shall be assessed against and shall be a lien against the condominium parcels in the proportion or percentage of sharing common expenses provided in the Declaration of Condominium, as provided in the Declaration of Condominium and the Condominium Act. The Board of Directors shall not assign nor transfer the powers to make regular assessments.

Regular assessments shall be paid by the members on a monthly basis.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may allow its managing agent or manager to make special assessments in emergencies upon the happening of such unusual circumstances and upon such conditions as the Board may authorize.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each condominium parcel owner. Assessments are payable at the office of the corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the condominium, in which even the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

Assessments shall not include charges for utilities separately charged and metered to each apartment, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at eight (8) percent per annum until paid.

In the event an assessment is not paid within fifteen (15) days of the date it is due and payable, the corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided for by the Condominium Act, the Declaration and these By-Laws. Each condominium parcel owner shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys fees and costs incurred by the corporation in the collection of sums due, and the enforcement of any lien held by the corporation.

#### Article XI - Fiscal Matters.

1) Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year, at such time as the Board of Directors deems it advisable.

2) Depositories. The funds of the corporation shall be deposited in a bank or banks in Palm Beach County, Florida, in an account for the corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President, or the Vice President, or such other persons as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for corporate purposes.

If necessary, and demanded by mortgagees, separate accounts shall be established to maintain and disburse escrow funds, required by mortgagees, to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

3) Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the corporation, and from any contractor handling or responsible for corporation funds. The premiums for such bonds shall be paid by the corporation.

4) Records. The corporation shall maintain accounting records according to good practice which shall be open to inspection by unit owners at reasonable times. Such records shall include a record of receipts and expenditures account for each unit owner which shall designate the name and address of the unit owner, the amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the corporation of their liens, and to which lienholders the corporation will give notice of default if required.

5) Annual Statement. The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the corporation.

6) Insurance. The corporation shall procure, maintain and keep in full force and effect, all insurance required by the Declaration, pursuant to the provisions of the Declaration.

#### Article XII - Administrative Rules and Regulations.

The Board of Directors may from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements, and common elements, by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members, and uniform in their application and effect.

Those restrictions appearing in the article of the Condominium Declaration entitled "Purpose, and Use Restrictions" are declared to be house rules and regulations.

#### Article XIII - Violations and Defaults.

In the event of a violation (other than non-payment of an assessment by a unit owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the corporation, the Charter, or any provisions of the Condominium Act, the corporation, after reasonable notice to cure, not to exceed fifteen (15) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to sue for damages, the right to such injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Condominium law; and in every such proceedings, the unit owner at fault shall be liable for court costs and the corporations' reasonable attorneys' fees. If the corporation elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rent for his condominium parcel during the litigation and the corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the corporation without waiving the lien securing such unpaid assessments.

#### Article XIV - Amendment of By-Laws.

Subject always to the provisions of Article VIII entitled "Amendment of Declarations" of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with Article VIII of the Declaration of Condominium or by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting of the members and approved by a two-thirds (2/3) vote of the members present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting, and further provided that the voting requirements of Paragraph B of Article VIII of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived by any member.

Any member of the corporation may propose an amendment to the Board, and the Board shall act upon such proposal, at its next meeting.

Article XV - Validity.

If any by-law, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other by-law, rule or regulation.

Article XVI - Recreation Facilities.

Article XXIV of the Declaration of Condominium entitled "Recreational Facilities", as the same is constituted from time to time, is incorporated herein by reference as if fully set out herein. The corporation has or shall have all the power and authority necessary to effectuate the letter and intent of that Article XXIV and to enter into, ratify and join in amendments to any contract, lease or other undertaking referred to therein. This Article XVI of these By-Laws shall not be amended except in accordance with the provisions of the Declaration of Condominium pertaining thereto, and in particular any provisions of said Article XXIV of the Declaration which shall pertain thereto and nothing herein shall be construed to limit the power or authority of the corporation to enter into any lease, contracts or undertakings contemplated by Article XXIV of the Declaration, it being the intention of this Article XVI of these By-Laws to parallel and not to restrict the power and authority of the corporation in regard to acquiring recreational facilities as the same are contemplated by the aforementioned Article of the Declaration.

Article XVII - Construction to be Consistent with Declaration of Condominium.

These By-Laws and the Articles of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration of Condominium.

-----

The foregoing was adopted as the By-Laws of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a corporation not for profit, under the laws of the State of Florida, at a meeting of the members of said corporation duly noticed, at which all members were present, by the unanimous vote of the members on the 27th day of June, 1971.

APPROVED:

[Signature]  
President

[Signature]  
Secretary

RECORDED 1908 PAGE 231

Recorded in O & B Book 2  
Record verified  
Palm Beach County, Fla.  
John M. Banks  
Clerk Circuit Court

WILL CALL BOX 165  
This instrument prepared by:  
Edward Dicker, Esquire  
DICKER, KRIVOK & STOLOFF, P.A.  
1818 Australian Avenue So., Suite 400  
West Palm Beach, Florida 33409  
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE  
BY-LAWS OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.**

**I HEREBY CERTIFY** that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the By-Laws of The Lands of the President Condominium One, Inc. The original Declaration of Condominium is recorded in Official Records Book 1908, Page 173, of the Public Records of Palm Beach County, Florida.

DATED this 10 day of February, 2010.

**THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE, INC.**

By: Catherine Harrison  
President

Attest: Joann Alderdice  
Secretary

(SEAL)

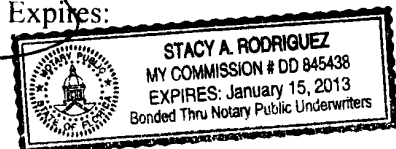
STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Catherine Harrison, the President, and Joann Alderdice, Secretary, of The Lands of the President Condominium One, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Lands of the President Condominium One, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 10 day of February, 2010.

Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)



264710101 27C2

**AMENDMENT TO THE  
BY-LAWS OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.**

The original Declaration of Condominium of The Lands of the President Condominium One, Inc. is recorded in Official Records Book 1908 at Page 173 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

---

Article III(A) of the Association By-Laws shall be deleted in its entirety and replaced with the following:

The word seven (7) shall be rescinded and replaced by the word five (5) so that this section shall read: The affairs of the corporation shall be managed by a Board of Directors composed of five (5) persons.

264710102.15A



CFN 20090066429  
 OR BK 23099 PG 0363  
 RECORDED 02/26/2009 12:39:57  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0363 - 366; (4pgs)

WILL CALL BOX 165  
 This instrument prepared by:  
 Edward Dicker, Esquire  
 DICKER, KRIVOK & STOLOFF, P.A.  
 1818 Australian Avenue So., Suite 400  
 West Palm Beach, Florida 33409  
 (561) 613-0123

**CERTIFICATE OF AMENDMENT TO THE  
 BY-LAWS OF  
 THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the By-Laws of The Lands of the President Condominium One, Inc. The original Declaration of Condominium is recorded in Official Records Book 1908, Page 173, of the Public Records of Palm Beach County, Florida.

DATED this 13<sup>th</sup> day of February, 2009.

*[Signature]*  
 Witness  
*[Signature]*  
 Witness

**THE LANDS OF THE PRESIDENT  
 CONDOMINIUM ONE, INC.**

By: *[Signature]*  
 President

Attest: *[Signature]*  
 Secretary

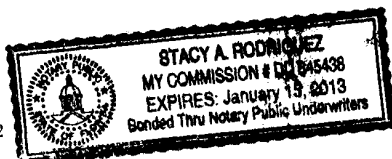
(SEAL)

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH )

BEFORE ME personally appeared Kathleen Dalton, the President, and Doreen Ilana, Secretary, of The Lands of the President Condominium One, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Lands of the President Condominium One, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 13<sup>th</sup> day of February, 2009.

264710191.09C2



Notary Public, State of Florida at Large  
 My Commission Expires:

(SEAL)

From: THE FISH HOUSE WOODBINE

905 948 0161

11/02/2008 19:51 #017 P.005/019

HV:0000 F. 3

**AMENDMENT TO THE BY-LAWS OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.**

KNOW ALL MEN BY THESE PRESENTS that THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a Florida Corporation not for profit, the Condominium Association of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, according to the Declaration thereof recorded in Official Record Book 1908, Page 173, Public Records of Palm Beach County, Florida, as amended, does hereby declare and publish this Amendment to the By-Laws of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

1. At a meeting of the Members of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., duly held on the 27<sup>th</sup> day of December, 1985, in accordance with the By-Laws of that corporation, at which a quorum of the unit owners was present either in person or by proxy, it was proposed that the By-Laws of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC. be amended as follows:

(a) That Article V of the By-Laws entitled "Duties of Officers" be amended by adding subsection 1(f) as follows:

(f) act as a member of the Board of Directors of PRESIDENTIAL WAY ASSOCIATION, INC. and attend all meetings thereof.

(b) That Article V of the By-Laws entitled "Duties of Officers" be amended by adding subsection 2(d) as follows:

(d) act as a member of the Board of Directors of PRESIDENTIAL WAY ASSOCIATION, INC. when the President is otherwise unable to attend meetings of said Association.

(c) That Article V of the By-Laws entitled "Duties of Officers" be amended by adding to subsection 3 as follows:

Should the President or the Vice President be unable to attend any meeting of PRESIDENTIAL WAY ASSOCIATION, INC., the association shall select from among their membership, a person to act on behalf of the President and attend the meetings of PRESIDENTIAL WAY ASSOCIATION, INC.

(d) That Article X of the By-Laws entitled "Assessment and Manner of Collection" be amended by adding the following:

From: THE FISH HOUSE WOODBINE

905 948 0161

11/02/2008 19:51 #017 P.006/019

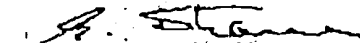
The Board of Directors acknowledges the formation and existence of PRESIDENTIAL WAY ASSOCIATION, INC. and the By-Laws and Declaration of said Association and approves of the duties and responsibilities set forth therein with regard to the laying of assessments upon this Association for the purposes set forth therein.

2. Upon a motion duly made, seconded and passed by an affirmative vote in excess of two-thirds (2/3) of the unit owners present in person or by proxy, as required by Article VIII of the Declaration of Condominium, said proposals were adopted as the Amendment to the By-Laws of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

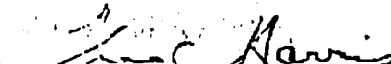
IN WITNESS WHEREOF, THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC. has caused these presents to be executed by their duly authorized officers, this the 27<sup>th</sup> day of December 1985.

WITNESSES

THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE, INC.


 BY:   
President

(SEAL)

 BY:   
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, a Notary Public, in and for the State and County last aforesaid, duly authorized to take acknowledgments, personally appeared G. Shane and Fred Harris, the President and Secretary, respectively, of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a Florida Corporation not for profit, to me well known, and acknowledged before me that they executed, sealed and delivered the foregoing Amendment to the By-Laws of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., for the uses and purposes therein expressed, as such officers, by authority and on behalf

From: THE FISH HOUSE WOODBINE 905 948 0161

11/02/2008 19:52 #017 P.007/019

No. 3806 P. 11

of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at West Palm Beach in the State and County last aforesaid, this 27<sup>th</sup> day of December, 1985.

(NOTARY SEAL)

Judith C. Steinbauer  
Notary Public - State of Florida

My Commission Expires:

Prepared by and return to:

Dennis P. Roehler, Esquire  
Cavalader, Wickersham & Taft  
249 Royal Palm Way  
Palm Beach, Florida 33480  
(305) 655-9500

Notary Public, State of Florida at Large  
My Commission Expires Nov. 22, 1988  
BOWEN THRU MORTGAGE, SHELLEY  
& HANLEY INSURANCE & BONDS, INC.

WILL CALL BOX 165  
This instrument prepared by:  
Edward Dicker, Esquire  
DICKER, KRIVOK & STOLOFF, P.A.  
1818 Australian Avenue So., Suite 400  
West Palm Beach, Florida 33409  
(561) 619-0123

**CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Articles of Incorporation of The Lands of the President Condominium One, Inc. The original Declaration of Condominium is recorded in Official Records Book 1908, Page 173, of the Public Records of Palm Beach County, Florida.

DATED this 7th day of February, 2010.

**THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE, INC.**

By: Catherine Harrison  
President

Attest: Joann Alderdice  
Secretary

(SEAL)

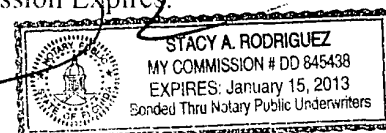
STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Catherine Harrison, the President, and Joann Alderdice, Secretary, of The Lands of the President Condominium One, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Lands of the President Condominium One, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 7th day of February, 2010.

Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)



264710101.20C

ARTICLES OF AMENDMENT  
to  
ARTICLES OF INCORPORATION  
OF

THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.

Pursuant to the relevant provisions of the Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: See Attached

SECOND: On January 13, 2010, the above Amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

Dated: February 8, 2010

THE LANDS OF THE PRESIDENT CONDOMINIUM  
ONE, INC.

By: Catherine Harrison  
President

Catherine Harrison  
Typed or printed name

264710101.27AA

10 FEB 18 AM 9:20  
PM 5:20

**AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.**

The original Declaration of Condominium of The Lands of the President Condominium One, Inc. is recorded in Official Records Book 1908 at Page 173 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

---

Article VIII of the aforesaid Articles of Incorporation shall be deleted in its entirety and replaced as follows:

The affairs of the corporation shall be managed by a Board of Directors, composed of five (5) persons.

Succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the By-Laws of the corporation, as the same shall be constituted from time to time.

B3188 P1939

This instrument was prepared by  
 Andrew Fulton, III  
 HERRING & FULTON  
 Suite 204, Forum III  
 1665 Palm Beach Lakes Blvd.  
 West Palm Beach, Florida 33401

## THE LANDS OF THE PRESIDENT

## CONDOMINIUM ONE

## ASSIGNMENT OF PARKING SPACES

PERINI LAND AND DEVELOPMENT COMPANY, as the Developer mentioned in the Declaration of Condominium of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE and in accordance with said Declaration of Condominium filed of record the 17th day of June, 1971, in Official Record Book 1908, Pages 173 through 231, inclusive, hereby assigns to the Units therein parking spaces as follows:

BUILDING "A" (1701)

<u>ASSIGNED TO UNIT NUMBER</u>	<u>PARKING SPACE NUMBER</u>
101	1
201	2
102	3
202	4
Guest	5
Guest	6
103	7
203	8
204	9
104	10
Guest	11
Guest	12

BUILDING "B" (1705)

<u>ASSIGNED TO UNIT NUMBER</u>	<u>PARKING SPACE NUMBER</u>
Guest	13
Guest	14
201	15
101	16
Guest	17
Guest	18
Guest	19
202	20
203	21
103	22
102	23
Guest	24

79 216743

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BUILDING "C" (1731)ASSIGNED TO UNIT NUMBERPARKING SPACE NUMBER

Guest	25
101	26
201	27
202	28
102	29
Guest	30
Guest	31
103	32
203	33
204	34
104	35
Guest	36

BUILDING "D" (1801)ASSIGNED TO UNIT NUMBERPARKING SPACE NUMBER

Guest	37
101	38
201	39
202	40
102	41
Guest	42
Guest	43
103	44
203	45
104	46
204	47
Guest	48

BUILDING "E" (1823)ASSIGNED TO UNIT NUMBERPARKING SPACE NUMBER

Guest	49
101	50
201	51
202	52
102	53
Guest	54
Guest	55
Guest	56
203	57

BUILDING "E" continued

<u>ASSIGNED TO UNIT NUMBER</u>	<u>PARKING SPACE NUMBER</u>
103	58
Guest	59
Guest	60

BUILDING "F" (1901)

<u>ASSIGNED TO UNIT NUMBER</u>	<u>PARKING SPACE NUMBER</u>
Guest	61
101	62
201	63
202	64
102	65
Guest	66
Guest	67
103	68
203	69
204	70
104	71
Guest	72

The parking spaces assigned above will hereinafter be limited common elements appurtenant in each case to the unit to which they are assigned.

B3188 P1942

IN WITNESS WHEREOF, the said PERINI LAND AND DEVELOPMENT  
COMPANY, has caused these presents to be executed this 18  
day of October, 1979.

PERINI LAND AND DEVELOPMENT COMPANY  
A Delaware Corporation

By: [Signature]  
John P. Linstroth  
Executive Vice President

(Corporate Seal)

ATTEST

[Signature]  
Assistant Secretary

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

STATE OF FLORIDA:

COUNTY OF PALM BEACH:

I HEREBY CERTIFY that on this date, before me, an officer duly  
authorized in the State and County aforesaid to take acknowledgments,  
personally appeared JOHN P. LINSTROTH and R.A. MUNROE, well known to  
me to be the Executive Vice President and Assistant Secretary, res-  
pectively, of PERINI LAND AND DEVELOPMENT COMPANY, a Delaware  
corporation, and that they severally acknowledged executing the  
same in the presence of two subscribing witnesses freely and  
voluntarily under authority duly vested in them by said corporation  
and that the seal affixed thereto is the true corporate seal of  
said corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this 18<sup>th</sup> day of October, 1979.

My Commission Expires:

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

Notary Public, State of Florida at Large  
My Commission Expires Feb. 25, 1980

Prepared by + RETURN TO:  
David W. Craft, Esq.  
3418 Poinsettia Avenue  
West Palm Beach, FL 33407  
(561) 844-3131

CFN 20080282719  
OR BK 22781 PG 1582  
RECORDED 07/29/2008 15:46:35  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1582 - 1583; (2pgs)

**AMENDMENT TO POOL USE AGREEMENT  
BETWEEN  
THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC.  
AND  
EMBASSY PLACE CONDOMINIUM ASSOCIATION, INC.**

This Amendment is effective on the 1<sup>st</sup> day of March, 2007, and changes the Pool Use Agreement between the parties dated 08/09/05 and recorded 12/02/05 in ORB 19617, P. 0435, Palm Beach County, Florida, Public Records as follows:

1. Paragraph 2 of the agreement is changed to provide that Embassy Place will pay a total of \$3,600.00 annually for the use of and for all expenses of Condominium One's pool. Said payment breaks down to \$300.00 per year for the twelve (12) Embassy Place units or \$75.00 per quarter/per unit.
2. The Pool Use Agreement and all of its terms as amended hereby shall remain in full force and effect.

Executed by the parties as of the above date.

Witnesses:

THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE ASSOCIATION, INC.

*Christina C. Fusco*  
CHRISTINA P. FISKE (Print)  
*Kevin J. Gessler*  
KEVIN J. GESSLER (Print)

By: *Shacey Bunnolo* 3 / 11/07  
Shacey Bunnolo, President (Date)  
(Print Name & Office) Log 1

EMBASSY PLACE CONDOMINIUM  
ASSOCIATION, INC.

*Kevin J. Gessler*  
KEVIN J. GESSLER (Print)  
*Christina C. Fusco*  
CHRISTINA P. FISKE (Print)

By: *Andres Bengtson* 2 / 28/07  
Andres Bengtson, president (Date)  
(Print Name & Office)

STATE OF FLORIDA  
COUNTY OF PAUM BENCH

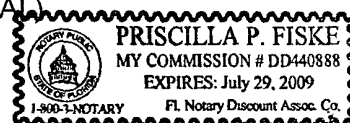
The foregoing instrument was acknowledged before me on MARCH 19, 2007, 2007,  
by STACEY DUMMOLO of THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE ASSOCIATION, INC., a Florida corporation, on behalf of said corporation, who  
is personally known to me or produced \_\_\_\_\_ as  
identification.

My Commission Expires:

7-29-09

Priscilla P. Fiske  
PRISCILLA P. FISKE (Print)  
Notary Public

(SEAL)



STATE OF FLORIDA  
COUNTY OF PAUM BENCH

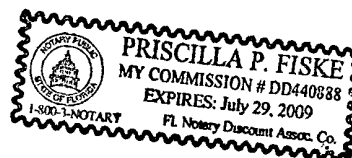
The foregoing instrument was acknowledged before me on 7-28, 2007,  
by Anders Bengtson of EMBASSY PLACE  
CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation, who is  
personally known to me or produced \_\_\_\_\_ as identification.

My Commission Expires:

7-29-09

Priscilla P. Fiske  
PRISCILLA P. FISKE (Print)  
Notary Public

(SEAL)





CFN 20070543348  
 OR BK 22293 PG 0083  
 RECORDED 12/03/2007 15:35:35  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0083 - 138; (56pgs)

This instrument prepared by:  
D. St. John, Esquire  
 Will Call Box 110  
 ST. JOHN, CORE & LEMME, P.A.  
 1601 Forum Place, Suite 701  
 West Palm Beach, Florida 33401  
 (561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE MASTER DECLARATION OF  
 COVENANTS AND RESTRICTIONS, ARTICLES OF INCORPORATION AND BY-LAWS  
 FOR PRESIDENTIAL WAY ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the Amendments and Written Instruments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws for Presidential Way Association, Inc., which Declaration is recorded in Official Records Book 11596, at Page 250 of the Public Records of Palm Beach County, Florida.

DATED this 15 day of November, 2007.

WITNESS:

Sign: [Signature]

Print: Tanya Bezugly

PRESIDENTIAL WAY ASSOCIATION, INC. →

Sign: [Signature]

Print: Michael Gerst

ATTEST:

Sign: [Signature]

Print: FISCILLA P. FISKE

Title Secretary

Title President

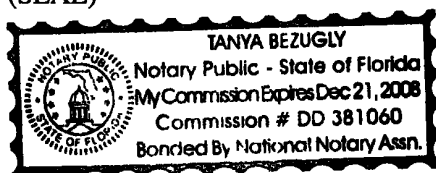
Address \_\_\_\_\_

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH )

BEFORE ME personally appeared Michael Gerst, President of Pres'l Way Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ identification and who did take an oath to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 15 day of November, A.D. 2007.

(SEAL)



NOTARY PUBLIC

Sign: [Signature]

Print: Tanya Bezugly

State of Florida at Large

My Commission Expires:

T:\Heidin\WPD\CS\1623.Cert of Amd.111507.wpd

This is not a contract

**EXHIBIT “A”  
TO THE  
CERTIFICATE OF AMENDMENT  
INCLUDES:**

**Written Instrument and Consent Forms**

**Exhibit “A”:** First Amended and Restated Master Declaration of Covenants and Restrictions for Presidential Way Association, Inc., Including:

**Exhibit “A”:** Legal Description

**Exhibit “B-1”:** Plats

**Exhibit “B-2”:** Description of Member Associations

**Exhibit “C”:** Rules and Regulations

**Exhibit “D”:** Member Association Percentage Share of Assessments

**Exhibit “B”:** Second Amended and Restated Articles of Incorporation of Presidential Way Association, Inc.

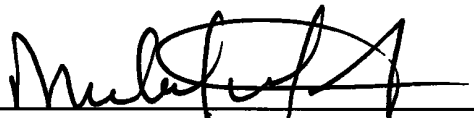
**Exhibit “C”:** Second Amended and Restated By-Laws of Presidential Way Association, Inc.

**PRESIDENTIAL WAY ASSOCIATION, INC.**

**WRITTEN INSTRUMENT AND CONSENT FORM FOR RATIFYING  
AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS  
AND RESTRICTIONS, ARTICLES OF INCORPORATION AND BY-LAWS  
FOR PRESIDENTIAL WAY ASSOCIATION, INC.**

The undersigned Voting Member of Presidential Way Association, Inc. ratifies the enactment last year of the Amendments to the Master Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws for Presidential Way Association, Inc. attached as Exhibits "A," "B" and "C." As required by law, the Amendments to the Declaration will be filed in the Public Records of Palm Beach County and the Amendments to the Articles of Incorporation will be filed with the Florida Division of Corporations. Because of the extensive changes to the By-Laws, they will be restated (retyped) to include all amendments and filed in the Public Records of Palm Beach County as the "Second Amended and Restated By-Laws."

ENVOY CONDO  
Member Association

  
Signature of Voting Member

Michael Gersl  
Print Name

11/15/07  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

**WRITTEN INSTRUMENT AND CONSENT FORM FOR RATIFYING  
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Condo 1.  
Member Association

Catherine McDermott  
Signature of ~~Voting Member~~ designee

CATHERINE McDERMOTT  
Print Name

Nov 15, 2007  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

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SENATE CONDOMINIUM VIIIE  
Member Association

Gloria Berkowitz  
Signature of Voting Member

GLORIA BERKOWITZ  
Print Name

6/15/04  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

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Condo SA. Inc.  
Member Association

John E. Klooth  
Signature of Voting Member

John E. Klooth  
Print Name

6/16/04  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

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Condo Seven Assn - Jefferson Tower  
Member Association

Marilyn Levin  
Signature of Voting Member

Marilyn Levin  
Print Name

5/17/04  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

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**PARLIAMENT GOLF VILLAS CONDOMINIUM ASSOC., INC.**  
Member Association

  
\_\_\_\_\_  
Signature of Voting Member

CHARLES C. Waisey  
Print Name

5/6/04  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

**WRITTEN INSTRUMENT AND CONSENT FORM FOR RATIFYING  
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The Consulate Condominium Association  
Member Association

Herbert Horn  
Signature of Voting Member

Herbert Horn  
Print Name

4/28/04  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

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PARLIMENT EAST

Member Association

Sidney J. Rosenthal Pres.

Signature of Voting Member

SIDNEY J. ROSENTHAL

Print Name

APRIL 27, 2004

Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

**WRITTEN INSTRUMENT AND CONSENT FORM FOR RATIFYING  
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Condo 5  
Member Association

Ronald W Wynne  
Signature of Voting Member

Ronald Wynne  
Print Name

April 27, 2004  
Date

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## PRESIDENTIAL WAY ASSOCIATION, INC.

### WRITTEN INSTRUMENT AND CONSENT FORM FOR RATIFYING AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS, ARTICLES OF INCORPORATION AND BY-LAWS FOR PRESIDENTIAL WAY ASSOCIATION, INC.

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Lincoln  
Member Association

  
Signature of Voting Member

Lincoln  
Print Name

4/27/04  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

**WRITTEN INSTRUMENT AND CONSENT FORM FOR RATIFYING  
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WASHINGTON

Member Association

[Signature]  
Signature of Voting Member

John van Daten  
Print Name      PRESIDENT

4/27/04  
Date

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**PRESIDENTIAL WAY ASSOCIATION, INC.**

**WRITTEN INSTRUMENT AND CONSENT FORM FOR RATIFYING  
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Condominium Tower 8  
Member Association

Leonard Sharkey  
Signature of Voting Member

LEONARD SHARKEY  
Print Name

4/27/04  
Date

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FIRST AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
PRESIDENTIAL WAY ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS that PRESIDENTIAL WAY ASSOCIATION, INC., a Florida corporation not for profit, who shall herein be referred to as "Property Owner Association," for itself, its successors, grantees and assigns, hereby makes the following Master Declaration of Covenants and Restrictions covering the herein described real property to which it holds any legal interest, specifying that this Declaration shall constitute a covenant running with the land, which is more particularly described in Exhibit A hereto, and that this Declaration shall be binding upon the undersigned. These protective Covenants and Restrictions, during their lifetime, shall be for the benefit of, and shall be a limitation upon, all present and future owners of the subject real property and of such other property of the Property Owners Association which shall be made subject to these Covenants and Restrictions at a later date. All of said Property being located in Palm Beach County, Florida.

1. Definitions. The following terms, whenever used in this Master Declaration and the Articles of Incorporation and By-Laws of Presidential Way Association, Inc. shall have the meaning hereinafter set forth:
  - 1.1 Property Owner Association shall mean and refer to Presidential Way Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
  - 1.2 Presidential Way shall mean and refer to that certain real property described in Exhibit A which is attached hereto and made a part hereof.
  - 1.3 Unit Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential Unit located within any of the member associations described in Exhibit B-2.
  - 1.4 Lands of the President shall mean and refer to all of Plat I, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, Pages 72 through 76, and all of Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, Pages 113-114, all in the Public Records, Palm Beach County, Florida, attached hereto as Exhibit B-1 and made a part hereof.
  - 1.5 Master Declaration shall mean and refer to this Declaration.
  - 1.6 Community Facilities shall mean and refer to the portions of Presidential Way which may ultimately be owned, operated and maintained by the Property Owners Association which now or hereafter shall be utilized as streets and accessways, landscaping and/or buffer areas, bicycles/pedestrian paths, including street lighting thereon, which may contain a master TV antenna system or cable, and over and through which may be maintained a security system, as well as any and all other real or personal property to which the Association may have title, operational and maintenance responsibility, including but not limited to utility lines and easements of any nature whatsoever, serving any portion of Presidential Way.

1.7 Condominium Association shall mean and refer to any Florida corporation not for profit which shall now or hereafter become the operating entity for any condominium which may now or hereafter be constructed in The Lands of the President.

1.8 Member Association shall mean and refer to those individual condominiums, Other Residential Parcel Owners or Country Club described in Exhibit B-2 which is attached hereto and heretofore made a part hereof.

1.9 Voting Interest. Each Member shall have one vote.

1.10 Property shall refer to that certain real property described in Exhibit A.

1.11 Assessment(s) shall mean and refer to the share of the funds received for the payment of Common Expenses which, from time to time, are assessed against the Member Associations.

1.12 Common Expenses shall mean and refer to all expenses for which Member Associations are liable to the Property Owners Association as specified in Article VI of this Declaration.

1.13 Other Residential Parcel Owners shall mean and refer to those persons who own residential parcels within the Lands of the President, which are not condominium units or Country Club property.

1.14 Country Club shall mean and refer to the President Country Club described in Exhibit B-2.

2. Property Subject to this Master Declaration, Additional Restrictions, Amendments and Supplements.

2.1 Legal Description. The real property which is and shall be, initially transferred, sold, conveyed and occupied subject to this Master Declaration, is legally described in Exhibit A which is attached hereto and made a part hereof.

2.2 Supplements. The Property Owners Association shall be entitled to file supplement(s), with respect to this Master Declaration and/or amend the legal description hereof as to any real property to which it may hold title to now or in the future, without the consent or joinder of any member Association.

3. Community Facilities. The Community Facilities shall be controlled, operated and maintained by the Property Owners Association. The Community Facilities have been abandoned to the Member Associations by the City of West Palm Beach by separate instruments. The Member Associations' Consent Agreements and Easements have provided the Property Owners Association an interest in those lands in Exhibit A and their appurtenances. The Property Owners Association shall administer the Community Facilities in keeping with this Master Declaration, the Articles of Incorporation and the By-Laws of the Property Owners Association, together with such rules and regulations as may be promulgated by the Property Owners Association.

3.1 The Property Owners Association shall have the following perpetual duties, powers and obligations:

- 3.1.1 To control, and to clean, maintain, repair and replace the roadways commonly known as Presidential Way and Consulate Place, more appropriately described in Exhibit 'A' attached hereto, appurtenant rights-of-way, and any improvements constructed thereon.
- 3.1.2 To maintain in good order and repair all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system, which parts are now or hereafter installed on or about any portion of any of the aforementioned roadways and appurtenances within Presidential Way, and to make all replacements and renewals necessary to so maintain the same and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.
- 3.1.3 To maintain in good order and repair all parts (including, but not limited to wells, pumps, sprinkler systems, sprinkler heads, cables and water supply systems) of any sprinkler system, which parts are now or hereafter installed on or about any portion of the property controlled by the Property Owners Association, and to make all replacements and renewals necessary to so maintain the same and to operate and pay all costs of operating the same, including, but not limited to, costs of electricity and water.
- 3.1.4 To provide, with respect to all parts of any median strip now or hereafter located within the right-of-way of any portion of the aforementioned roadways within the Community Facilities, litter removal, grass cutting, weed control, dry fertilizer, tree and shrub care and replacement.
- 3.1.5 To provide maintenance and repair with respect to all landscaping, trees, shrubs, grass and other exterior landscaping within the Community Facilities, including but not limited to, grass cutting, dry fertilizer and tree and shrub care and replacement and to repair and replace any and all sprinkler pipes and heads serving same.
- 3.1.6 To maintain in clean and sanitary condition and in good order and repair all ditches, piping, culverts and swales, now or hereafter located upon the Community Facilities, and to make all replacements and/or renewals to same which are necessary so as to maintain them.
- 3.1.7 To maintain and repair and property, whether improved or not, now or hereafter located within the Community Facilities of Presidential Way.
- 3.1.8 To secure and/or maintain policies of insurance against claims for personal injury (including death) or property damage arising out of the actions of the Property Owners Association in performing its duties as established by this Master Declaration (including, but not limited to insurance with respect to the Property Owners Association's ownership, maintenance and repair of the Community Facilities) which policies shall be

in such reasonable amounts as the Property Owners Association shall, from time to time, determine, and which policies shall name the Property Owners Association, its officers, directors, employees and agents (including, but not limited to any management firm or firms engaged by the Property Owners Association) as insureds.

3.1.9 To secure and/or maintain, if available, at reasonable cost, policies of directors and officers liability insurance, insuring the directors and officers of the Property Owners Association against personal liability arising in connection with the performance of their official duties.

3.1.10 To perform any other act necessary or proper to carry out the provisions of this Master Declaration as expressed or implied herein, as well as those provisions contained in the exhibits hereto, or any other thing reasonably necessary to promote common health, safety, or welfare.

3.1.11 To adopt reasonable rules and regulations concerning all of the properties subject to this Master Declaration, provided, however, that they are consistent with the provisions above. The initial Rules and Regulations are attached hereto as Exhibit C.

#### 4. Property Rights.

4.1 Condominium Association/Member Easements. Each Condominium Association shall be a member of the Property Owners Association and each member for itself, its member(s), agent(s), and invitee(s) shall have a permanent and perpetual easement for the use of the Community Facilities in common with all other members of the Property Owners Association, its member(s), agent(s), and invitee(s), (which rights shall also inure to individual unit owners of the Member Associations, for themselves, their families and social guests; members, guests and employees of the President Country Club; employees and others providing goods and services to Member Associations or individual unit owners (e.g., deliverymen, maintenance and repair services, etc.); businesses and utility companies having facilities situate on the property (e.g., cable T.V., water, sewer, drainage, electric, and telephone, etc.); and all City of West Palm Beach and Palm Beach County employees while in the scope of their employment, including, but not limited to, fire, police, emergency, medical service, and sanitation personnel) subject to existing easements of record and the following:

4.1.1 The right of the Property Owners Association to protect the Community Facilities;

4.1.2 All of the provisions of this Master Declaration, the Articles of Incorporation, and the By-Laws of the Property Owners Association;

4.1.3 Rules and regulations adopted pursuant to Paragraph 3.1(13) hereof governing the use and enjoyment of the Community Facilities which may now or hereafter be adopted by the Property Owners Association, and any and all restrictions contained on any and all plats of all or any part or parts of the Community Facilities, or any plats which may be filed separately with respect to all or any part or parts of Presidential Way.

4.1.4 The right and duty of the Property Owners Association to levy assessments against each Member Association for the purpose of maintaining the Community Facilities in compliance with the provisions of this Master Declaration;

4.1.5 Any Declaration of Covenants and Restrictions on any portion of the Community Facilities filed pursuant to Paragraph 2.12 hereof.

4.2 Easement Appurtenant. The easements provided in Paragraph 4.1 shall be appurtenant to and shall pass with the title to the property within each Member Association.

4.3 Utility Easements. The Community Facilities shall be subject to public and private utility easements for all of Presidential Way.

5. Membership and Voting Rights in the Property Owners Association.

5.1 Membership. Every Condominium Association, Other Residential Parcel Owners, and Country Club within The Lands of the President which so elects shall be a member of the Property Owners Association. Membership shall be appurtenant to, and may not be separated from ownership of any property within any Member Association. In addition, there shall be two (2) at-large members who are Sidney Rosenthal and Bernard Goodman. These at-large member positions shall terminate after Mr. Rosenthal and Mr. Goodman no longer fill these positions. The at-large members shall have no vote on the Property Owners Association Board of Directors, except that an at-large member who serves as President may vote to break a tie vote of the Board.

5.2 Classes and Voting. The Property Owners Association shall have such classes of membership as are set forth in the Articles of Incorporation of the Property Owners Association, which Articles shall also specify voting rights.

6. Covenants for Maintenance Assessments.

6.1 Assessments. Each Member Association within the Lands of the President shall hereafter be deemed to covenant and agree to pay to the Property Owners Association any common expenses or charges, any exterior maintenance assessment to the extent applicable, in accordance with the provisions hereof, and any special Assessments with the provisions hereof, and any special Assessments to be fixed, established, and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge upon the Member Association(s) against which each such Assessment is made. No Member Association may waive or otherwise escape liability for the Assessment(s) provided for herein by non-use of the Community Facilities, or by abandonment. The Member Associations shall be responsible for a percentage share of the overall Assessment for all of Presidential Way based upon a fraction, the numerator of which shall be determined by the number of individual condominium units within the particular condominium and the

denominator of which shall be the total number of individual condominium units of the Member Associations (as determined by the provisions of the schedule attached hereto, identified as Exhibit "D"). Each Member Association shall be responsible for its percentage of its respective cost.

6.1.P Each Member Association shall have the obligation to include provisions for collection of the Assessment due to the Property Owners Association by all of the members of the applicable Condominium Association and shall further have the right to include the cost of the same as "common expenses" of the condominium association including any rights of collection of such expenses as set forth in the applicable Declaration of Condominium. These Condominium Associations shall pay to the Property Owners Association collectively for all of the members thereof.

- 6.2 Purpose of Assessments. Annual and special Assessments levied by the Property Owners Association shall be used exclusively for the purposes set forth in Section 3 hereof.
- 6.3 Assessments Set by the Property Owners Association. The Board of Directors of the Property Owners Association shall fix the Assessments, subject to the aforesaid schedule which shall be in amounts determined in accordance with the projected financial needs of the Property Owners Association, as to which the decision of the Board of Directors of the Property Owners Association shall be dispositive.
- 6.4 Special Assessments for Capital Improvements and Major Repairs. In addition to any annual Assessments, the Property Owners Association shall (if the need for same is determined by the Board of Directors of the Property Owners Association) levy in any assessment year, special Assessment(s) applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Property Owners Association, including the necessary fixtures and property related thereto, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance which notice shall set forth the purpose of the meeting.
- 6.5 Date of Commencement of Annual Assessments: Due Date. The Assessments for which provision is made herein shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Property Owners Association to be the date of commencement. The due date of any Assessment shall be fixed in the resolution authorizing such Assessment, and any such Assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board of Directors.
- 6.6 Duties of the Board of Directors. The Board of Directors of the Property Owners Association (hereinafter referred to as the "Board of Directors") shall fix the date of commencement and the amount of the Assessment against each Member Association for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Condominium Associations and Assessments applicable thereto which shall be kept in the office of the Property Owners Association and shall be open to inspection by any Member Association.

Written notice of the Assessment shall be sent to every Member Association subject thereto not later than seven (7) days after fixing the date of commencement thereof.

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

6.8 Effect of Non-Payment of Assessment; Remedies of Property Owners Association. If an Assessment is not paid within thirty (30) days after the delinquency date, which date shall be set by the Board of Directors of the Property Owners Association, the Assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Property Owners Association may at any time thereafter bring an action in a court of competent jurisdiction, and there shall be added to the amount of such Assessment all costs so far incurred, including any appropriate late charges, and the cost of preparing and filing the complaint in such action, including reasonable attorney's fees, and, in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

## 7. Architectural Control.

7.1 No median, street, aerial, antenna, cable, sewer, drain, disposal system, or other structure shall be commenced, erected, placed, or maintained upon any land in Presidential Way, nor shall any improvement, addition to, change, or alteration therein be made until the plans, specifications, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Property Owners Association.

## 8. Restrictions.

8.1 Uses. The Property subject to these Covenants and Restrictions may be used for recreation, vehicular access and parking, and related residential purposes and for no other purpose. No business or commercial building may be erected and no business may be conducted on any part thereof. This section, however, shall not restrict those private businesses, City of West Palm Beach agencies, or Palm Beach County agencies from accessing those individual units or facilities relevant to the business conducted thereby and/or therein.

8.2 Community Facilities. All of the Community Facilities shall be used only for the purposes for which they are intended.

8.3 Loud Vehicles or Machines. No truck, boat, jeep, van, pickup truck, trailer, motorcycle, moped, tractor, recreational or commercial vehicle, or loud or noisy vehicle, machine or device shall be used, operated, repaired, stored or parked, upon any portion of Presidential Way nor shall any repairs to any vehicle, including cars, be performed, nor shall any inoperable vehicles be left for

an unreasonable period of time, other than in a specific area which the Board of Directors of the Property Owners Association may designate for the purpose of storage of such types and classes of some or all of those vehicles and machinery indicated above; provided, however, that this provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of all or any part of Presidential Way.

- 8.4 Nuisances. No nuisances shall be allowed upon the Presidential Way property, nor shall any use or practice that is the source of annoyance to residents, or which interferes with peaceful possession and proper use of the property by its residents, be permitted. All parts of Presidential Way shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate in any portion thereof, nor shall any fire hazard be allowed to exist. No Member Association shall permit or make any use of the Community Facilities which may increase the cost of insurance upon same. No exterior signs shall be permitted upon Presidential Way, excepting speed, street naming, or informational signs.
- 8.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Community Facilities or any portion of Presidential Way, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be specifically observed.
- 8.6 Guests and Tenants. All Member Associations and Unit Owners shall be fully responsible for the activities and actions of their guests, tenants and/or visitors and shall take all actions necessary or required to insure that all guests, tenants and/or visitors shall fully comply with all of the provisions of this Master Declaration and all Exhibits hereto. The Property Owners Association shall also be empowered to enforce the provision contained in the particular Declaration of Condominium concerning use and occupancy by guests, tenants and visitors.
- 8.7 Rules and Regulations. The Property Owners Association shall have the right to promulgate reasonable rules and regulations, in enforcement of these restrictions set forth in this Section 8.

9. General Provisions.

- 9.1 Duration and Remedies for Violation. The Covenants and Restrictions of this Master Declaration shall run with and bind all of the property within Presidential Way and shall inure to the benefit of and be enforceable by the Property Owners Association, its respective legal representatives, heirs, successors, and assigns, for the lesser of:
- 9.1.1 The period of time any improvements located within Presidential Way as of the date of recording of this Master Declaration, or subsequently constructed therein, continue to exist thereon in substantially the same configuration now existing or as initially constructed and are used for residential and related purposes, without a complete casualty; or
- 9.1.2 A term of twenty (20) years from the date this Master Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then two-thirds

(2/3) of the Member Associations has been recorded, terminating said Covenants and Restrictions.

- 9.2 Violation or breach of any condition, covenant, or restriction herein contained, which shall include the Rules and Regulations attached hereto, as same may be amended from time to time, shall give the Property Owners Association, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then person or persons who are defendants in such an action, provided such proceeding results in a finding that such person was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Property Owners Association in seeking such enforcement.
- 9.3 Notices. Any notice required to be sent to any Member Association under the provisions of this Master Declaration shall be deemed to have been properly sent when personally delivered, or when mailed, postage paid, to the last known address of the person who appears as the President of the Member Association on either the records of the Property Owners Association or the corporate records of the Secretary of State, at the time of such mailing, and if not to the President of the Member Association, then to the Vice President of the Member Association.
- 9.4 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 9.5 Amendment. Unless otherwise specifically provided, this Master Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by not less than two-thirds (2/3) of the voting interests of the membership.
- 9.6 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.
- 9.7 Effective Date. This Master Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.
- 9.8 Successors in Interest. All of the rights of the Property Owners Association herein contained shall accrue to the benefit of and be enforceable by any successor in interest of the Property Owners Association. Notwithstanding anything contained herein or elsewhere, the duties and obligations of the Property Owners Association as set forth herein are the personal duties and obligations of the Property Owners Association and shall not run with Presidential Way, the land, any Member Association, or any individual Units, and shall not be binding upon any other person or entity who acquires title to Presidential Way, or portion thereof, by whatever means.

The foregoing was adopted as the Master Declaration of Covenants and Restrictions for PRESIDENTIAL WAY ASSOCIATION, INC., a Florida corporation not for profit, established under the laws of the State of Florida, at a meeting of the Board of Directors on the 15<sup>th</sup> day of November, 2007.

Prepared For: Cadwalader, Wickersham & Taft Date: February 3, 1986  
 Prepared By: Peter T. Krick Date (Rev.): \_\_\_\_\_  
 Checked By: \_\_\_\_\_ Job. No. 86-0032  
 Description of: Presidential Way, From Embassy Field Book \_\_\_\_\_ Pg. \_\_\_\_\_  
Drive North to Congress Avenue Drawing No. \_\_\_\_\_

## DESCRIPTION

COMMENCING at the centerline of Presidential Way and the centerline of Embassy Drive as same is shown on PLAT 1, THE PRESIDENT COUNTRY CLUB as recorded Plat Book 29, Pages 72 through 76, inclusive, Public Records of Palm Beach County, Florida; thence, northerly along the centerline of said Presidential Way (bearings mentioned herein are in the meridian of PLAT 1, THE PRESIDENT COUNTRY CLUB and PLAT 2, THE PRESIDENT COUNTRY CLUB as same is recorded in Plat Book 29, Pages 113 and 114, Public Records of Palm Beach County, Florida) being the arc of an 820.0 foot radius curve, concave West, through a central angle of  $03^{\circ}36'14''$  a distance of 51.58 feet thence; North  $88^{\circ}08'17''$  West, a distance of 30.0 feet to the West right-of-way of said Presidential Way and the POINT OF BEGINNING of the following description, thence; from said POINT OF BEGINNING, northerly along said West right-of-way line of Presidential Way as shown on said PLAT 1, THE PRESIDENTIAL COUNTRY CLUB, along the arc of a 790.0 radius curve, concave West through a central angle of  $22^{\circ}21'43''$  an arc length of 308.33 feet; thence, North  $20^{\circ}30'00''$  West, a distance of 320.00 feet to the beginning of a 490.0 foot radius curve, concave East; thence, northerly along the arc of said curve through a central angle of  $40^{\circ}30'00''$  an arc length of 346.36 feet; thence, North  $20^{\circ}00'00''$  East a distance of 400.00 feet to the beginning of a 380.0 foot radius curve concave Southwest; thence, northwesterly along the arc of said curve through a central angle of  $96^{\circ}13'18''$  an arc length of 638.17 feet to a point being the terminus of the South right-of-way of Presidential Way as shown on said PLAT 1, THE PRESIDENT COUNTRY CLUB; thence continuing along the arc of said 380.0 foot radius curve concave southwesterly, through a central of  $03^{\circ}46'42''$  an arc length of 25.06 feet as shown on said PLAT 2, THE PRESIDENT COUNTRY CLUB; thence, North  $80^{\circ}00'00''$  West, a distance of 772.02 feet (along the southerly right-of-way of said Presidential Way) to the beginning of a 440.0 radius curve, concave northerly; thence, westerly along the arc of said curve through a central angle of  $47^{\circ}42'00''$  an arc length of 366.31 feet; thence, North  $32^{\circ}18'00''$  West a distance of 669.51 feet to the beginning of a 270.0 foot radius curve concave southwesterly; thence, northwesterly along the arc of said curve through a central angle of  $56^{\circ}30'09''$  a distance of 266.26 feet to a point being the beginning of a 25.0 foot radius curve, concave southeasterly; thence, southwesterly along the arc of said curve through a central angle of  $90^{\circ}00'00''$  a distance of 39.27 feet to a point on the easterly right-of-way of Congress Avenue as shown on said Plat 2 the President Country Club; thence, North  $01^{\circ}11'51''$  East, a distance of 110.00 feet to the beginning of a 25.0 foot radius curve, concave northeasterly; thence, southeasterly along the arc of said curve through a central angle of  $90^{\circ}00'00''$ , a distance of 39.27 feet, to a point being the beginning of a 330.0 foot radius curve concave southwesterly; thence, southeasterly along the arc of said curve through a central angle of  $56^{\circ}30'09''$ , a distance of 325.43 feet; thence South  $32^{\circ}18'00''$  East a distance of 669.51 feet to a point being the beginning of a 380.0 foot radius curve concave northerly; thence, easterly along the arc of said curve through a central angle of  $47^{\circ}42'00''$ , a distance of 316.36 feet; thence, South  $80^{\circ}00'00''$  East, a distance of 772.02 feet, to a point being the beginning of a 440.0 radius curve concave southwesterly; thence southeasterly along the arc of said curve through a central angle of  $03^{\circ}46'42''$  an arc length of

Page \_\_\_\_\_ of \_\_\_\_\_

FORM NO 187 (10/7/84)

ORB 11596 Pg 272

**ROBERT E. OWEN & ASSOCIATES, INC.**  
ENGINEERS . PLANNERS . SURVEYORS

Prepared For: Cadwalader, Wickersham & Taft Date: February 3, 1986  
Prepared By: Peter T. Krick Date (Rev.) \_\_\_\_\_  
Checked By: \_\_\_\_\_ Job. No. 86-0032  
Description of: Presidential Way, From Embassy Field Book \_\_\_\_\_ Pg. \_\_\_\_\_  
Drive North to Congress Avenue Drawing No. \_\_\_\_\_

DESCRIPTION

29.02 feet to a point being the terminus of said northerly right-of-way of Presidential Way as shown on said PLAT 2, THE PRESIDENT COUNTRY CLUB; thence, continuing the arc of said 440.0 radius curve through a central angle of  $96^{\circ}13'18''$  a distance of 738.93 feet; thence, South  $20^{\circ}00'00''$  West, a distance of 400.00 feet to a point being the beginning of a 430.0 foot radius curve concave easterly; thence, southerly along the arc of said curve through a central angle of  $40^{\circ}30'00''$ , a distance of 303.95 feet; thence, South  $20^{\circ}30'00''$  East, a distance of 320.00 feet to a point being the beginning of an 850.0 foot radius curve concave westerly; thence southerly along the arc of said curve through a central angle of  $22^{\circ}21'43''$  a distance of 331.74 feet; thence, North  $88^{\circ}08'17''$  West a distance of 60.00 feet, more or less to the Point of Beginning.

Containing 5.77 acres more or less.

It is the intent of the above description to describe the 60.0 foot right-of-way of Presidential Way, from Embassy Drive, North to Congress Avenue, as same is shown and recorded in PLAT 1, THE PRESIDENT COUNTRY CLUB, AND, PLAT 2, THE PRESIDENT COUNTRY CLUB.

DRB 11596 Pg 273

**ROBERT E. OWEN & ASSOCIATES, INC.**  
ENGINEERS · PLANNERS · SURVEYORS

Prepared For: Cadwalader, Wickersham & Taft Date: February 3, 1986  
Prepared By: Peter T. Krick Date (Rev.) \_\_\_\_\_  
Checked By: \_\_\_\_\_ Job No. 86-0032  
Description of Consulate Place (From Field Book \_\_\_\_\_ Pg \_\_\_\_\_  
Presidential Way East to Terminus) Drawing No. \_\_\_\_\_

DESCRIPTION

COMMENCING at the centerline of Presidential Way and the centerline of Consulate Place, as same as shown on PLAT 1, THE PRESIDENT COUNTRY CLUB recorded in Plat Book 29, Pages 72 through 76, inclusive, Public Records of Palm Beach County, Florida; thence from said intersection point, (bearings mentioned herein are in the meridian of said PLAT 1 THE PRESIDENT COUNTRY CLUB and REPLAT OF PART OF LOT 10 AND ALL OF LOTS 11, 12 and 13 as same is shown and recorded in Plat Book 30, Page 4, Public Records of Palm Beach County, Florida) North 20°30'00" West along said centerline of Presidential Way, a distance of 55.0 feet; thence North 69°30'00" East a distance of 30.0 feet to a point being the beginning of a 25.0 foot radius curve concave Northeast and the POINT OF BEGINNING of Consulate Place as described hereon; thence, from said POINT OF BEGINNING, southeasterly along the arc of said curve through a central angle of 90°00'00" a distance of 39.27 feet to a point being the beginning of a 330.0 foot radius curve concave southerly; thence easterly along the arc of said curve through a central angle of 19°00'00", a distance of 109.43 feet, (said line also being the northerly right-of-way of said Consulate Place) to the beginning of a 595.0 foot radius curve concave northwesterly; thence, northeasterly along the arc of said curve through a central angle of 61°44'54" a distance of 641.24 feet, to the beginning of a 530.00 foot radius curve concave southeasterly; thence, northeasterly along the arc of said curve through a central angle of 02°06'57" a distance of 19.57 feet to the beginning of 25.00 foot radius curve concave westerly; thence northerly along the arc of said curve through a central angle of 58°42'00" a distance of 25.61 feet to a point being the beginning of a 50.00 foot radius curve concave southerly; thence northerly and easterly and southerly along the arc of said curve through a central angle of 181°37'44" a distance of 158.50 feet to a point being the beginning of 470.0 foot radius curve concave southeasterly; thence southwesterly along the arc of a said curve through a central angle of 09°11'42", a distance of 75.43 feet to the beginning of a 655.00 foot radius curve concave northwesterly; thence southwesterly along the arc of said curve through a central angle of 61°44'54" a distance of 705.90 feet (said line being the southerly right-of-way of said Consulate Place) to the beginning of a 270.00 foot radius curve concave southerly; thence westerly along the arc of said curve through a central angle of 19°00'00" a distance of 89.53 feet to a point being the beginning of a 25.0 foot radius curve concave southeasterly; thence southwesterly along the arc of said curve through a central angle of 90°00'00" a distance of 39.27 feet to a point on the easterly right-of-way of Presidential Way as shown on said PLAT 1, THE PRESIDENT COUNTRY CLUB; thence North 20°30'00" West a distance of 110.00 feet, more or less, to the POINT OF BEGINNING.

Containing 1.05 acres more or less.

It is the intent of the above description to describe to 60.0 foot right-of-way of Consulate Place, from Presidential Way easterly to its terminus, as same is shown on PLAT 1, THE PRESIDENT COUNTRY CLUB, and REPLAT OF PART OF LOT 10 AND ALL OF LOTS 11, 12 and 13.

Page \_\_\_\_\_ of \_\_\_\_\_

FORM NO 15" (10 1/84)

Exhibit "A" - Page 12

through the land and called out to the 1000 men. I saw a group of 1000 men.

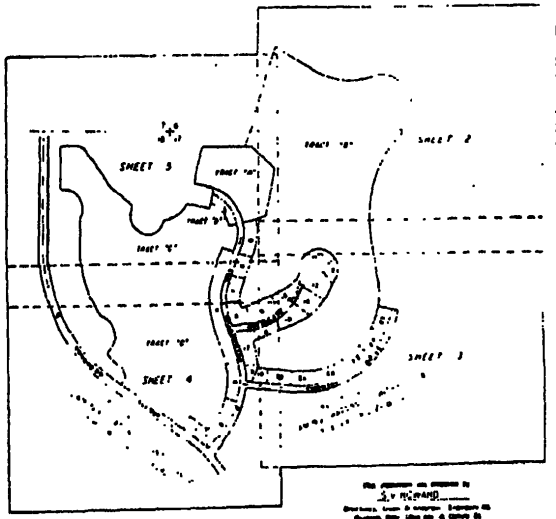
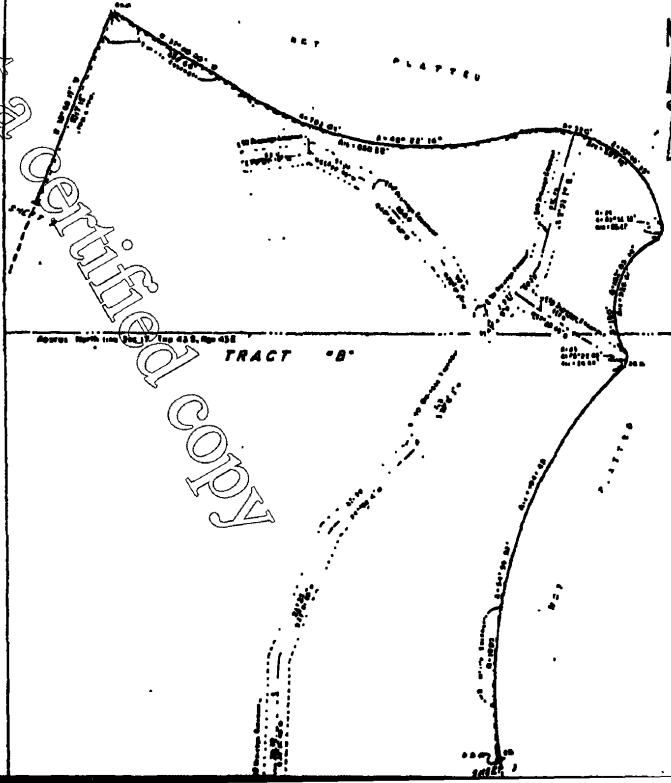
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PLAY 1  
**THE . RESIDENT COUNTRY CLUB**  
WEST PALM BEACH, FLORIDA  
IN SECTIONS 6, 17 & 18, TOWNSHIP 48 SOUTH, RANGE 43 EAST  
PALM BEACH COUNTY, FLORIDA  
IN 8 SHEETS SHEET NO. 1

73

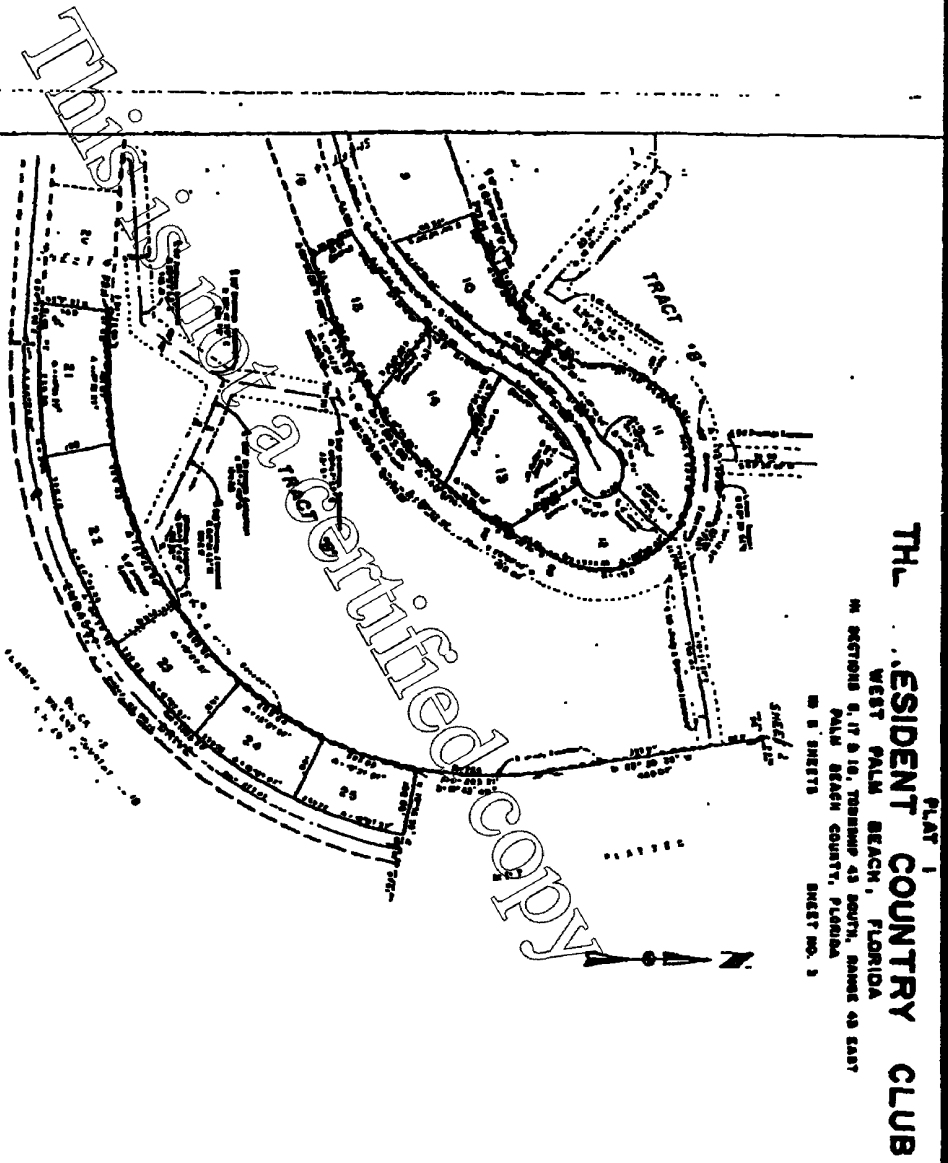
Scale  
1" = 40' 0"



Prepared and drawn by  
J. W. McPHERSON  
Surveyor, State of Florida  
Bureau of Land Management  
West Palm Beach, Florida

**PLAY 1**  
**THE PRESIDENT COUNTRY CLUB**  
IN 8 SHEETS SHEET NO. 1  
Scale 1" = 40' 0"

Exhibit "A" - Page 14



THE PRESIDENT COUNTRY CLUB  
PLAT 1  
SHEET NO. 1  
IN 3 SHEETS  
SHEET NO. 1  
SHEET NO. 2  
SHEET NO. 3

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Block 11  
PLAINS RIDGES COUNTRY CLUB  
(S. 20, T. 20 N., R. 20 W.)

See page 40, Vol. 40, Sec. 40

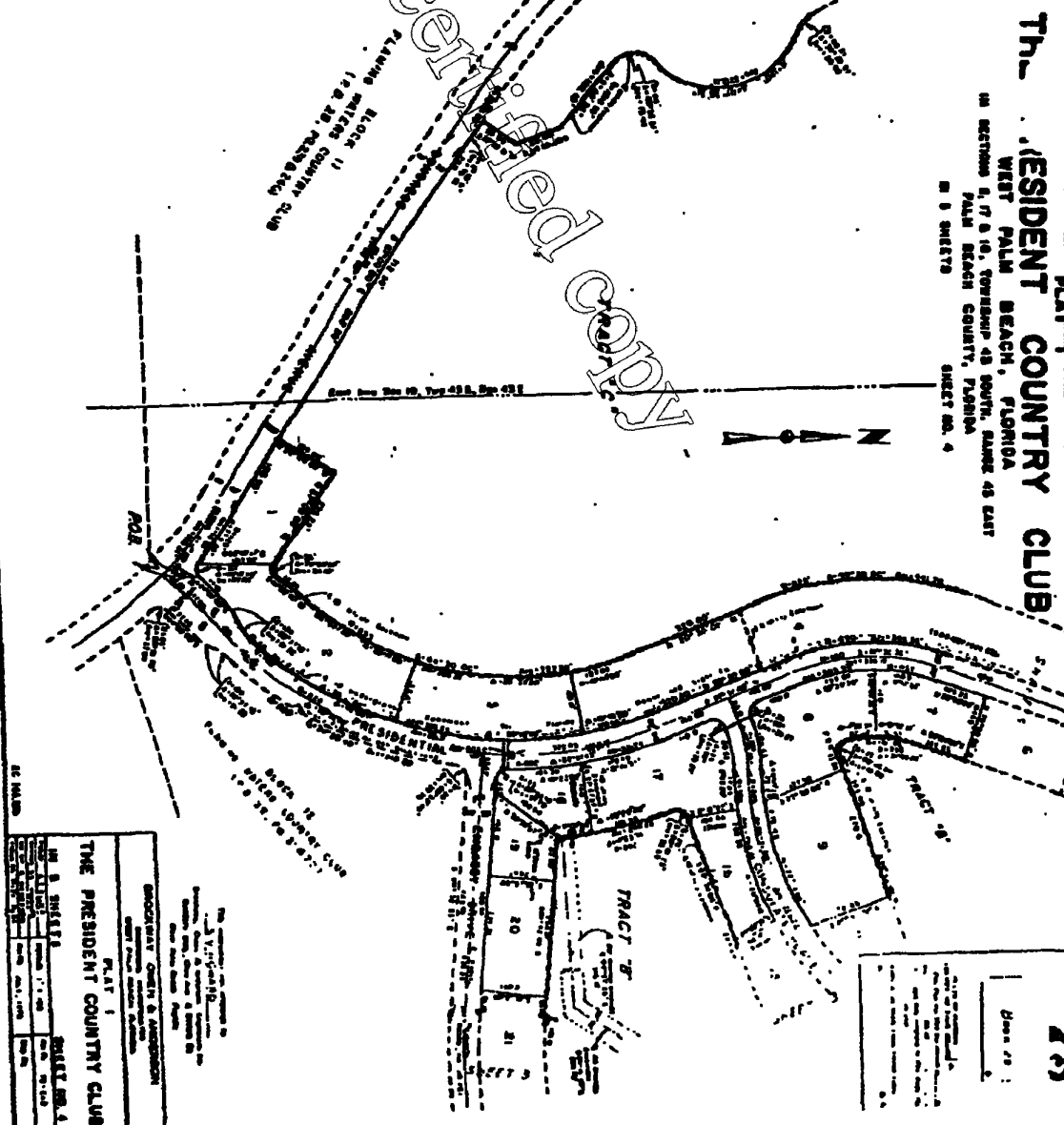


Exhibit "A" - Page 16

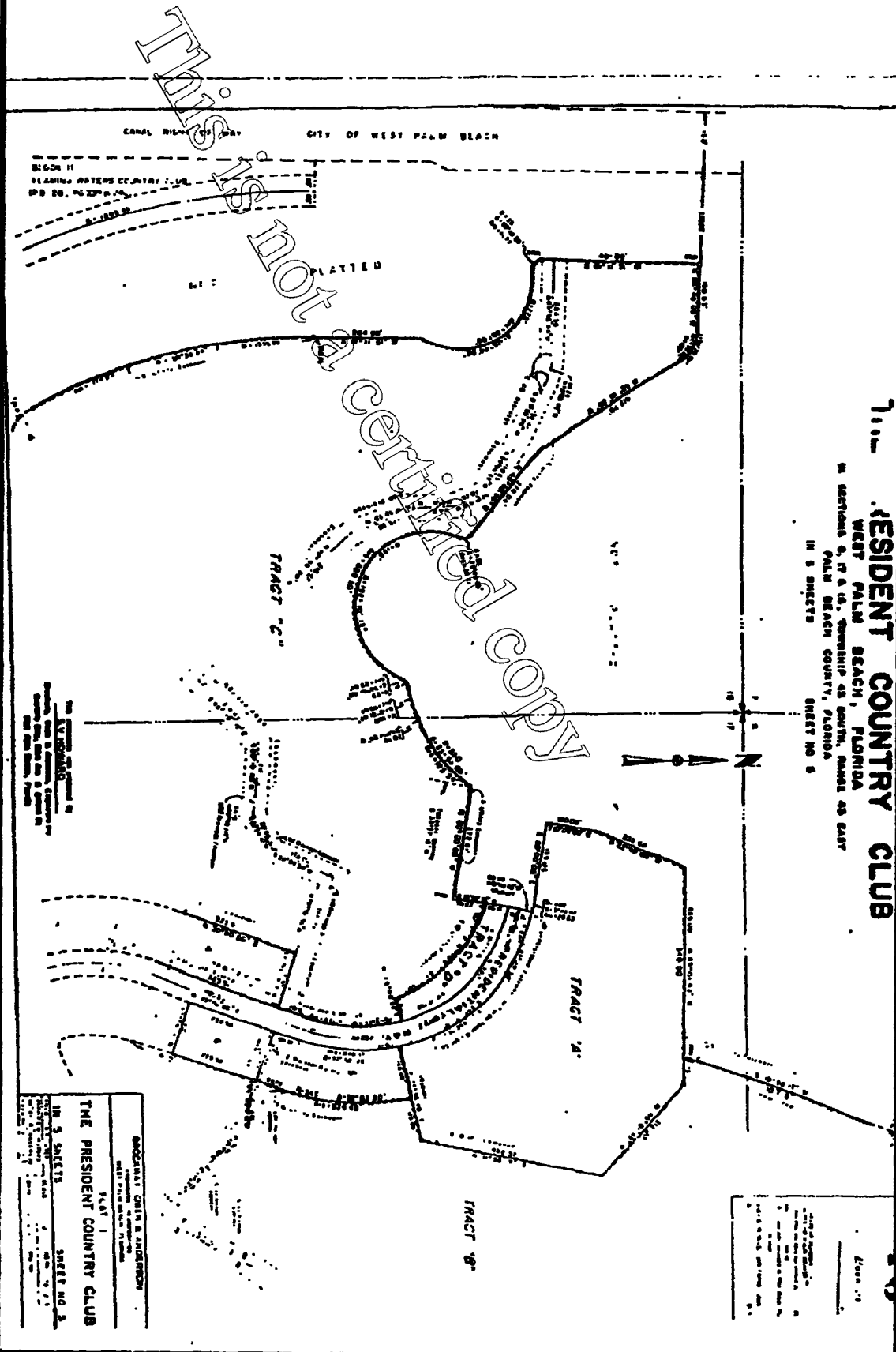


Exhibit "A" - Page 17



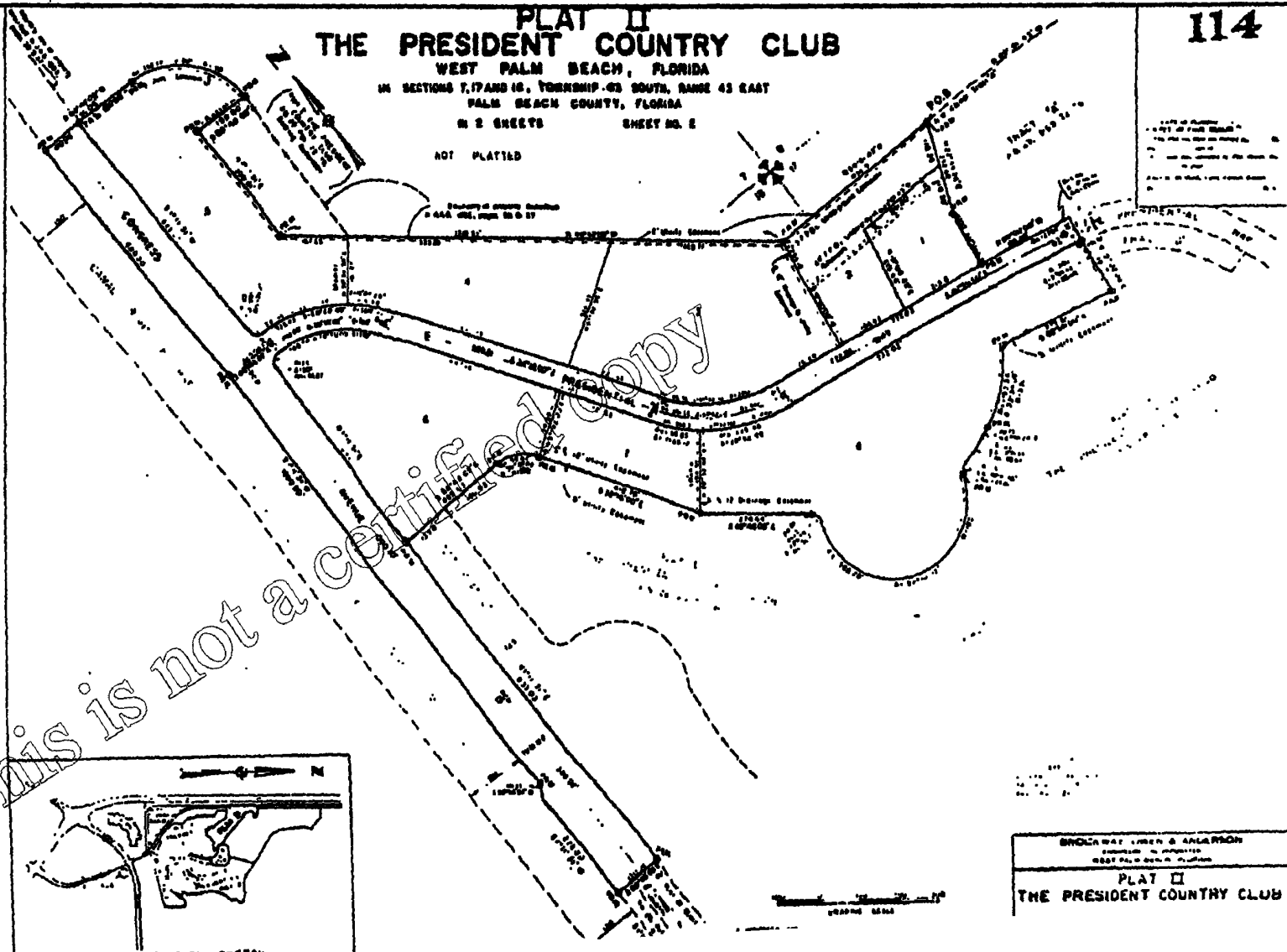
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# PLAT II THE PRESIDENT COUNTRY CLUB

WEST PALM BEACH, FLORIDA  
IN SECTIONS 7, 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 43 EAST  
PALM BEACH COUNTY, FLORIDA  
IN 2 SHEETS SHEET NO. 2

NOT PLATTED

114



BROOKWAY LINDEN & ANDERSON  
ENGINEERS & ARCHITECTS  
1000 PALM BEACH BLVD.  
PLAT II  
THE PRESIDENT COUNTRY CLUB

**FIRST AMENDED EXHIBIT B-2  
TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR PRESIDENTIAL WAY ASSOCIATION, INC.**

The Lands of the President Condominium One, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 1908 at Page 173, Public Records, Palm Beach County, Florida. (44 units)

The Lands of the President Condominium Two ("Washington"), a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2015 at Page 398, Public Records, Palm Beach County, Florida. (114 units)

The Lands of the President Condominium Three ("Lincoln"), a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2056 at Page 1655, Public Records, Palm Beach County, Florida. (114 units)

The Lands of the President Condominium Four ("Mansionaires"), a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2089 at Page 376, Public Records, Palm Beach County, Florida. (12 units)

The Lands of the President Condominium Five, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2145 at Page 443, Public Records, Palm Beach County, Florida. (42 units)

The Lands of the President Condominium Seven ("Jefferson"), a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2353 at Page 714, Public Records, Palm Beach County, Florida. (114 units)

The Consulate, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 3288 at Page 1510, Public Records, Palm Beach County, Florida. (126 units)

The Parliament East Tower, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 3809 at Page 1466, Public Records, Palm Beach County, Florida. (45 units)

The Parliament Golf Villas, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 3744 at Page 506, Public Records, Palm Beach County, Florida. (20 units)

The Envoy, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 4113 at Page 375, Public Records, Palm Beach County, Florida. (148 units)

The Lands of the President Condominium Eight-A ("Senate"), a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2422 at Page 1872, Public Records, Palm Beach County, Florida. (114 units)

The Lands of the President Condominium Eight-B, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2660 at Page 1206, Public Records, Palm Beach County, Florida. (10 units)

The President Country Club, a Florida not-for-profit corporation, according to Document Number 770760 of the Florida Secretary of State.

Other Presidential Parcel Owners - Property Control Number 74-43-43-17-07-000-0051 - Vacant Lot. (12 units)  
Owner in 2002 Ronald Pecunies.

**EXHIBIT C**

**RULES AND REGULATIONS FOR  
PRESIDENTIAL WAY ASSOCIATION, INC.**

The following are the initial rules and regulations of PRESIDENTIAL WAY ASSOCIATION, INC., a Florida corporation, not-for-profit, which were adopted by the Board of Directors on the 29<sup>th</sup> day of January, 1986. Unless otherwise stated, all of the terms used herein shall have the same meanings respectively ascribed to them as in the Master Declaration of Covenants and Restrictions for Presidential Way.

- 1.1 No trees in excess of two (2) inches in diameter shall be removed from any portion of Presidential Way without the prior written consent of the Board of Directors of Presidential Way Association, Inc.
- 1.2 No trees shall be removed or cut, nor shall surface soil be dug or removed from any part of Presidential Way for purposes other than the construction, repair, etc. of Presidential Way without the prior written consent of the Board of Directors, provided that such trees may be periodically pruned and trimmed in order to maintain the landscaping in an attractive way.
- 1.3 No noxious or offensive activity shall be carried on or about any property within Presidential Way nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. The Board of Directors shall consist of not less than four (4) nor more than seventeen (17) persons. The Board of Directors shall designate the initial four (4) persons for the Architectural Control Committee who shall serve at the pleasure of the Board of Directors and the Property Owners Association. The Architectural Control Committee shall have authority to approve or disapprove any changes in the landscaping and maintenance of Presidential Way. The members of the Architectural Control Committee

shall not be entitled to any compensation for services performed pursuant to their duties thereon. The Architectural Control Committee shall be for the mutual benefit of the members of the Property Owners Association as well as for the benefit of each Unit owner. The Property Owners Association shall be empowered to elect or designate future members of the Architectural Control Committee.

2.1 Any and all Member Associations, prior to the commencement of any construction shall submit two sets of working drawings and specifications to the Architectural Control Committee for its written approval or disapproval and said sets of plans, and their approval or disapproval shall be in writing and indicated on one of such sets of plans said set to be returned to the Member Association or its designated representative. Only after written approval has been given in the manner herein provided shall such Member Association seek a building permit and commence any construction.

2.2 The above referred-to plans shall include a site plan showing the proposed location of all structures and shall include a tree survey showing the trees on the property involved and shall include a grade plan and shall show the outline of any part of any structure that may exist on each building and upon each unit which is a part of the subject building.

2.3 In the event the Architectural Control Committee fails to approve or disapprove the proposed plan within thirty (30) days after the plans and specifications have been submitted to it, the required written approval of the Committee shall not be required and the provisions hereof shall

be deemed to have been fully complied with. It is understood that the purpose of this Article is to cause all of Presidential Way to be developed into a beautiful, harmonious, private residential community and that the Architectural Control Committee shall not be arbitrary in its decisions.

3. No signs of any character shall be displayed or placed upon any unit within Presidential Way excluding speed, street name, or informational signs.
4. Each Member Association shall be held accountable for any violation of these Rules and Regulations, all of the provisions of the Master Declaration of Covenants and Restrictions for Presidential Way and all Exhibits thereto.

THE FOREGOING RULES AND REGULATIONS WERE DULY ADOPTED AS THE INITIAL RULES AND REGULATIONS FOR PRESIDENTIAL WAY ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT A MEETING OF THE BOARD OF DIRECTORS ON THE 29<sup>th</sup> DAY OF January, 1986.

Presidential Way Association, Inc.  
a Florida corporation  
not-for-profit

BY: Leonard Sharkey  
Leonard Sharkey, President

Attest:

BY: Lester Silverman  
Lester Silverman, Secretary, A.C.C.

**FIRST AMENDED EXHIBIT D  
TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR PRESIDENTIAL WAY ASSOCIATION, INC.**

(Substantial Additions and Recalculation of Percentages in  
Exhibit D - See Original Exhibit D for the Present Text)

<b><u>CONDOMINIUM</u></b>	<b><u>NO. OF UNITS</u></b>	<b><u>% PER UNIT</u></b>	<b><u>% SHARE</u></b>	<b><u>WT'D VOTES</u></b>
Condominium 1	44	.094251	4.147044	4.15
Condominium 2	114	.094251	10.744614	10.74
Condominium 3	114	.094251	10.744614	10.74
Condominium 4	12	.094251	1.131012	1.13
Condominium 5	42	.094251	3.958542	3.96
Condominium 7	114	.094251	10.744614	10.74
Condominium 8A	112	.094251	10.556112	10.56
Condominium 8B	10	.094251	.942510	.94
The Consulate	126	.094251	11.875626	11.88
The Envoy	148	.094251	13.949148	13.95
Parliament East Tower	45	.094251	4.241295	4.24
Parliament Golf Villas	20	.094251	1.885020	1.89
<b><u>OTHER RESIDENTIAL PARCEL</u></b>				
(Pecunies - Vacant Lot)	12	.094251	1.131012	1.13
<b>PRESIDENT COUNTRY CLUB</b>	148*	.094251	13.949148	13.95
<b>TOTAL</b>	1,061	.094251	100.000311	100.00

\*The Club is imputed to have 148 units.

SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PRESIDENTIAL WAY ASSOCIATION, INC.  
(A Corporation Not-for-Profit)

PREFACE

The original Articles of Incorporation for Presidential Way Association, Inc. were filed with the Secretary of State on November 15, 1985, and the Corporation was assigned Charter Number N12245. These Amended and Restated Articles of Incorporation more correctly reflect the intent and purpose of Presidential Way Association, Inc.

ARTICLE I  
PRESIDENTIAL WAY ASSOCIATION, INC.

The name of the corporation is Presidential Way Association, Inc., hereafter referred to as the "Association."

ARTICLE II  
PRINCIPAL OFFICE

The principal office of the Association shall be located at 2300 Presidential Way, West Palm Beach, Florida 33401.

ARTICLE III  
REGISTERED AGENT AND REGISTERED OFFICE

Mr. Leonard Sharkey is hereby appointed the registered agent of this Association, and the address designated as the registered office of the Association is the same as that of the Principal office.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors, or Officers, and the specific purposes for which it is formed are to provide for the ownership, maintenance, and preservation of the Community Facilities of The Lands of the President Condominiums, Palm Beach County, Florida, specifically, the operation and maintenance of the roadways known as Presidential Way and Consulate Place and all appurtenances thereto and improvements thereon, and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

- 4.1 Exercise all powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants and Restrictions for Presidential Way, hereafter referred to as the "Master Declaration," applicable to the property as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and as same may be amended from time to time as herein provided, all of the terms, conditions, powers, and provisions of the said Master Declaration being incorporated herein as if set forth at length, and the definitions set forth in said Master Declaration are also specifically incorporated herein as if same were set forth herein at length;
- 4.2 Undertake the performance of and carry out the duties incident to the administration of the operation and management of the Community Facilities in accordance with the terms, provisions, and authorizations herein contained and in the Master Declaration, these Articles of Incorporation, the By-Laws, and Code of Laws and Ordinances of the City of West Palm Beach, Florida;
- 4.3 Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Master Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- 4.4 Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real property or personal property in connection with the affairs of the Association;
- 4.5 Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Community Facilities, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of the membership (provided, however, that such assent shall not be necessary if the property and/or Community Facilities are located within Presidential Way);
- 4.6 Have and to exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have to exercise; and
- 4.7 Contract with and delegate to such other entities and organizations, such duties of the Association as the Board of Directors may deem appropriate.

ARTICLE V  
CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between this corporation and any other person, firm, association, corporation or partnership shall be effected or invalidated by the fact that any director or officer of this corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transaction, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation for the purpose of authorizing such contract or transaction with like force and effect as if he or she were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE VI  
MEMBERSHIP

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

1. Until such time as the Master Declaration of Covenants and Restrictions of PRESIDENTIAL WAY ASSOCIATION, INC. shall be recorded among the Public Records of Palm Beach County, Florida, the membership of this corporation shall be comprised of the Subscribers to these Articles, or their assigns, each of which Subscribers, or his or her assigns, shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.
2. After the recording of the Master Declaration of Covenants and Restrictions of PRESIDENTIAL WAY ASSOCIATION, INC., the members of PRESIDENTIAL WAY ASSOCIATION, INC. shall be as set out in the Master Declaration.
3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to his or her membership. The properties, funds and assets of the corporation shall be held or used for the benefit of the membership and for the purpose authorized herein, in the Master Declaration of Covenants and Restrictions, and in the By-Laws which may hereafter be adopted.
4. On all matters on which the membership shall be entitled to vote, the vote may be exercised or cast in such manner as may be provided in the By-Laws of this corporation.

ARTICLE VII  
VOTING RIGHTS

The Property Owners Association shall have voting membership and rights as established above, in the Master Declaration, and in the By-Laws.

ARTICLE VIII  
PROHIBITION AGAINST ISSUANCE OF  
STOCK AND DISTRIBUTION OF INCOME

This corporation shall never have nor issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the corporation of compensation in a reasonable amount to the members, directors or officers for services rendered, nor shall anything herein be construed to prohibit the corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of Florida Statutes and contemplated by the Master Declaration of Covenants and Restrictions.

ARTICLE IX  
BOARD OF DIRECTORS

9.1 The Board of Directors shall initially consist of members whose names and addresses are as follows:

Mr. Leonard Sharkey	2300 Presidential Way West Palm Beach, FL 33401
---------------------	--

Mr. Richard Galvin	2300 Presidential Way West Palm Beach, FL 33401
--------------------	--

Mr. Gerald Shane	2300 Presidential Way West Palm Beach, FL 33401
------------------	--

Mr. Bernard Goodman	2300 Presidential Way West Palm Beach, FL 33401
---------------------	--

9.2 The members of the Board shall be the members of the Association.

ARTICLE X  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of its members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate substitute non-profit corporation formed by all of the condominium associations then located in Presidential Way to be used for purposes similar to those for which this Association was created. In the event that such dedicated is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes. In the event that no such non-profit corporation, association, trust or organization is available, then any member of the Association may bring an appropriate action so as to have a receiver appointed for the purposes set forth hereinabove.

ARTICLE XI  
DURATION

The corporation shall exist perpetually.

ARTICLE XII  
SUBSCRIBERS

Name

Address

Mr. Leonard Sharkey

2300 Presidential Way  
West Palm Beach, FL 33401

Mr. Richard Galvin

2300 Presidential Way  
West Palm Beach, FL 33401

Mr. Gerald Shane

2300 Presidential Way  
West Palm Beach, FL 33401

Mr. Bernard Goodman

2300 Presidential Way  
West Palm Beach, FL 33401

ARTICLE XIII  
AMENDMENTS

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of two-thirds (2/3) of the members of this corporation present at any meeting of the members of the corporation called at least in part to consider such amendment, or approved in writing by the members of this corporation having not less than two-thirds (2/3) of the total membership vote.

ARTICLE XIV  
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws of the Association. Said Officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the Officers who will serve until their successors are designated are as follows:

President: Mr. Leonard Sharkey  
2300 Presidential Way  
West Palm Beach, FL 33401

Vice President: Mr. Richard Galvin  
2300 Presidential Way  
West Palm Beach, FL 33401

Treasurer: Mr. Gerald Shane  
2300 Presidential Way  
West Palm Beach, FL 33401

Secretary: Mr. Bernard Goodman  
2300 Presidential Way  
West Palm Beach, FL 33401

ARTICLE XV  
REMOVAL OF OFFICERS AND DIRECTORS

Any officer may be removed prior to the expiration of his or her term of office in the manner provided hereinafter, or in such manner as provided in the By-Laws. Any officer may also be removed for cause by a two-thirds (2/3) vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of this corporation may be removed with or without cause, and for any reason, upon a petition in writing of a majority of the members of this corporation approved at a meeting of members called at least in part for the purpose, by a two-thirds (2/3) vote of the membership. The petition calling for the removal of such officer and/or director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting the officer and/or director whose removal is sought shall be given the opportunity to be heard.

ARTICLE XVI  
IDENTIFICATION

Every director and officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him or her in connection with any proceeding or settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except with regard to expenses and liabilities incurred for any of the following:

- 16.1 a breach of the fiduciary relationship owed by such Director to the Association; or
- 16.2 willful and knowing failure to comply with the provisions of the Master Declaration, the Association's By-Laws, or the Association's Articles of Incorporation;

provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XVII  
BY-LAWS

The By-Laws of the Property Owners Association shall be adopted by the Board of Directors named herein, and may be altered, amended, or rescinded in the manner provided by said By-Laws.

The foregoing were adopted as the Articles of Incorporation of PRESIDENTIAL WAY ASSOCIATION, INC., a Florida corporation not for profit, established under the laws of the State of Florida, at a meeting of the Board of Directors on the 15<sup>th</sup> day of November, 2007.

SECOND AMENDED AND RESTATED  
BY-LAWS  
OF  
PRESIDENTIAL WAY ASSOCIATION, INC.

A Corporation not for profit  
under the laws of the State of Florida

ARTICLE I

PROVISIONS

- 1.1 Identity. These are the By-Laws of that certain Association, a Florida corporation not for profit ("Association") whose name appears in the title of this document.
- 1.2 Purpose. This Association has been organized for the purpose of administering Presidential Way and specifically to administer all of the terms, covenants and conditions of the Master Declaration of Covenants and Restrictions for Presidential Way specifically including all duties, obligations, rights and responsibilities of the Association as set forth in said Master Declaration of Covenants and Restrictions (the "Master Declaration"), together with all exhibits thereto.
- 1.3 Definitions. All of the terms used in these By-Laws shall have the same definitions and meanings as set forth in the Master Declaration when applicable.
- 1.4 Office. The office of the Association shall be at 2300 Presidential Way, West Palm Beach, Florida 33401, or at such other place as may be 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 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE II

MEMBERSHIP

- 2.1 Membership in the corporation is established by the Master Declaration.
- 2.2 Each Association President, the Country Club President and the Other Residential Parcel Owners, or their designee, shall be entitled to cast one vote at all meetings of the Board, except as provided in paragraph 4.1 below.

- 2.3 Membership in the corporation may be transferred only as an incident to the change in:  
(1) the President of the affected Association, (2) the President of the Country Club, or (3) ownership of the Other Residential Parcel.

### ARTICLE III

#### MEETINGS

There shall be no meeting of members, only Board meetings. The annual meeting of the Board shall be held at least once in each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing Officers and for transacting any other business authorized to be transacted by the members.

### ARTICLE IV

#### VOTING

- 4.1 Number of Votes. In any meeting of Board members, each member or the member's designee representing a member association and each at-large member shall be entitled to cast one vote. The vote of a member may not be divided.
- 4.1.1 The affirmative vote of a majority of those members present (provided there is a Quorum) shall be decisive of all issues unless otherwise provided by the Master Declaration, the Articles of Incorporation, or as provided elsewhere in these By-Laws.
- 4.1.2 With regard to any vote to approve a capital expenditure of more than one hundred thousand dollars (\$100,000), the members' vote shall be weighted based upon the number of units each member has or is imputed to have as set out on Exhibit "D" to the Master Declaration.
- 4.2 Proxies. Votes may be cast in person, by member designee, or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designed in the proxy and any lawfully adjourned meetings thereof. Proxies must be filed with the Secretary before the meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it.

ARTICLE V

DIRECTORS

- 5.1 Number and Qualifications. The affairs of the Association shall be managed by a Board consisting initially of four (4) Directors. All Directors must be members of the Association.
- 5.2 Initial Board of Directors. The initial Board of Directors shall consist of the persons named in the Articles of Incorporation. The initial Board shall serve until their successors are elected.
- 5.3 Vacancies on the Board of Directors. Except as to vacancies provided by removal of Directors, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the individual member association, or in the case of at-large members, by the remaining Directors.
- 5.4 Removal of Directors. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the Board of Directors called for that purpose. The vacancy so created shall be filled by the Board of Directors of the Association at the same meeting.
- 5.5 The Term. The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.
- 5.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph and shall be transmitted at least three (3) days prior to the meeting.
- 5.7 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) or more of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting shall be posted conspicuously in advance of the meeting for the attention of members of the Association except in an emergency.
- 5.8 Waiver of Notice. Any Director may waive in writing notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

- 5.9 Notice of Meetings for Assessments. Notice of any meeting where assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
- 5.10 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or these By-Laws.
- 5.11 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting of Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting provided, however, that such joinder shall not be construed to constitute the presence of that Director for the purpose of determining a quorum.
- 5.13 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
- 5.14 Order of Business. The order of business at Directors' meetings shall be:
- a. Calling of roll.
  - b. Proof of due notice of meeting.
  - c. Reading and disposal of any unapproved minutes.
  - d. Reports of Officers and committees.
  - e. Election of Officers.
  - f. Unfinished business.
  - g. New business.
  - h. Financial matters.
  - i. Adjournment.
- 5.15 Directors' Fees. Directors shall not receive any compensation or fee for their service as Directors.
- 5.16 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Master Declaration, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

## ARTICLE VI

### OFFICERS

- 6.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary, all of who shall be elected annually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall 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.
- 6.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that 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 to assist in the conduct of the affairs of the Association as he or she, in his or her discretion, may determine appropriate.
- 6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the service of all notices to the members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

- 6.6 Compensation. No Officer of the Association shall receive any compensation for his or her service as same. The provision that Directors shall not receive any fee or compensation for services as same shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of any property in Presidential Way.
- 6.7 Initial Officers. The initial Officers of the Association, who shall serve until their resignation or removal and replacement or the election of their successors, shall be those persons so named in the Articles.

#### Resignation, Vacancy, Removal of Officers

- 6.8 Any officer of the corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the president or secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.
- 6.8.1 When a vacancy occurs on the Board, the vacancy shall be filled either (1) by the remaining members of the Board, in the case of an at-large member, or (2) upon the recommendation of the individual member association. In either case, the vacancy shall be filled at the next meeting of the Board.
- 6.8.2 When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.
- 6.8.3 A majority of members of the corporation present at any regular or special meeting duly called, may remove any director or officer for cause affecting his or her ability or fitness to perform his or her duties.

### ARTICLE VII

#### Powers and Duties of the Corporation And The Exercise Thereof

- 7.1 The corporation shall have all powers granted to it by law, the Master Declaration, to which these By-Laws are attached, as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Master Declaration, these By-Laws, or by law; and the aforementioned powers of the corporation shall include, but not be limited to, the following:

- This is not a contract
- a. All of the powers specifically provided for in the Declaration.
  - b. The power to levy and collect assessments.
  - c. The power to levy and collect special assessments.
  - d. The power to pay for the cost of maintaining the roadways and swales, sidewalks, street lighting, signs, drainage, etc., appurtenant to Presidential Way and Consulate Place.
  - e. The power to pay utility bills for utilities serving Presidential Way and Consulate Place.
  - f. The power to contract for the maintenance of the roadways and swales, sidewalks, street lighting, signs, drainage, etc., appurtenant to Presidential Way and Consulate Place.
  - g. The power to make reasonable rules and regulations and to amend them from time to time and see to it that all members are notified of such changes in the rules and regulations as may be enacted.
  - h. The power to improve the association property subject to the limitations of the Master Declaration.
  - i. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Master Declaration and the regulations promulgated by the corporation.
  - j. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from association members for violation of the provisions of the Master Declaration.
  - k. The power to pay all taxes and assessments which are liens against the common elements.
  - l. The power to select depositories for the corporate funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these By-Laws.
  - m. The power to possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.
  - n. The power to enter into, ratify, modify and amend each and every one of the agreements and undertakings contemplated by and in the Master Declaration to which these By-Laws are attached, with the approval required in said Master Declaration.
  - o. The power to subscribe to and enter into a contract with the City of West Palm Beach, Florida, to provide for the maintenance, operation, repair and upkeep of the roadways and swales, sidewalks, street lighting, signs, drainage, etc., appurtenant to Presidential Way and Consulate Place.

(i) Said contract may provide that the total cost of operation by said City shall be at the cost of this corporation. Said contract may further provide that the City shall be paid from time to time a reasonable fee stated as a fixed fee.

(ii) Nothing in this subparagraph "o" or in the Master Declaration shall be deemed to require the Association to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the condominium units of the Condominium, or the common areas serving said units.

- p. The power to establish the office of additional officers of this Corporation and to appoint all officers.
- q. The power to accept legal ownership of the rights-of-way of Presidential Way and Consulate Place.
- r. The power to grant public and private utility easements.
- s. The power to grant access to all public utilities and services including, but not limited to, fire, police, garbage pick-up and the President Country Club.

#### ARTICLE VIII

##### FISCAL MANAGEMENT

- 8.1 Fiscal Management. The provisions for fiscal management of the Association are set forth in the Master Declaration and the Articles. However, they shall be supplemented by the following provisions:
- 8.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under such classifications as shall be appropriate, all of which expenditures shall be expenses of the Association.
- 8.3 Budget. The Board of Directors shall fix and determine the sums necessary to pay all the expenses of the Association and to provide and maintain funds for the foregoing accounts according to good accounting practices. A copy of the proposed annual budget shall be mailed to members not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting as provided elsewhere herein. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications.
- 8.4 Depository. The depository for the Association funds shall be such bank or banks as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts as may be established in the depositories shall be only by checks signed by such persons as are authorized by the Directors.

8.5 Insurance. The corporation shall procure, maintain and keep in full force and effect, all insurance required by the Master Declaration, pursuant to the provisions of the Master Declaration.

8.6 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.

8.7 Bonding. All Officers or Directors, or other individuals who control or disburse funds of the Association shall have fidelity bonds. The amount of such bond shall be as set by the Board of Directors.

## ARTICLE IX

### ASSESSMENTS

9.1 Payment. Except as specified to the contrary in the Master Declaration or these By-Laws, funds for the payment of common expenses shall be assessed against members in the proportions or percentage provided in the Master Declaration. Said assessments shall be payable quarterly, in advance, without notice, and shall be due on the first day of each quarter. Unless otherwise required by the Board, assessments may not be made payable less frequently than quarterly. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

9.2 Special Assessments. Special assessments for charges by the Association against members for other than regular expenses or for expenses for emergencies that cannot be paid from the annual assessments shall be levied in the same manner as here and before provided for regular assessments, except that notice thereof shall be given and they shall be payable in the manner determined by the Board.

9.3 Audit. An audit of the accounts of the Association, which need not be certified, shall be made annually as directed by the Board of Directors. A copy of the audit report received as a result of the audit shall be furnished to each member of the Association within a reasonable time after the receipt thereof by the Board of Directors but in any event on or before the first day of April of the year subsequent to that covered in the annual audit.

9.4 Default and Payment. In the event of a default by a member association in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided in the Master Declaration.

## ARTICLE X

### RULES OF PROCEDURE

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings, as well as Board of Directors meetings, when not in conflict with the Master Declaration, the Articles, or these By-Laws. The Board of Directors may adopt additional rules by majority vote.

## ARTICLE XI

### AMENDMENTS

- 11.1 Proposal. A proposal for an amendment to these By-Laws may be made by the Board of Directors of the Association at any meeting of the Board. A proposal may also be made upon the written request of not less than twenty-five percent (25%) of the voting members of the Association. In the event that a proposal for an amendment is made, it shall be considered at the next regularly scheduled meeting of the Board of Directors or of the members, whichever shall first occur.
- 11.2 Notice. Notice of the subject matter of any proposed amendment shall be included in the Notice of the Meeting of the Board of Directors or of the members at which the amendment is to be proposed and considered.
- 11.3 Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any member of the Board of Directors of the Association or by any member of the Association present in person or by proxy.
- 11.4 Approval. Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these By-Laws shall require the affirmative vote of three (3) of the four (4) members of the Board of Directors of the Association, and the affirmative vote of not less than seventy-five percent (75%) of the total voting membership of the Association. Members of the Board of Directors and members of the Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Association prior to the commencement of the meeting.

11.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment of the By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a Deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

## ARTICLE XII

### SEVERABILITY

If any by-law, regulation, rule, or any portion thereof, shall be adjudged invalid, such fact shall not affect the validity of the remainder of the affected by-law, regulation or rule, or any other by-law, regulation or rule.

## ARTICLE XII

### CONSTRUCTION TO BE CONSISTENT WITH MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

These By-Laws and Articles of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Master Declaration.

The foregoing were adopted as the By-Laws of PRESIDENTIAL WAY ASSOCIATION, INC., a Florida corporation not for profit, established under the laws of the State of Florida, at a meeting of the Board of Directors on the 15<sup>th</sup> day of November, 2007.

07426  
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1360  
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MURPHY AND MacLAREN, P.A.  
341 ROYAL POINCIANA PLAZA  
POST OFFICE BOX 2525  
PALM BEACH, FLORIDA 33480

CONSENT AGREEMENT

THIS AGREEMENT, entered into this 11<sup>th</sup> day of FEBRUARY, 1986, by and between PRESIDENTIAL WAY ASSOCIATION, INC., hereinafter "Association", and Condominium One of the Lands of the Presidents Condominiums, hereinafter "Condominium",

WITNESSETH:

WHEREAS, Association has been established under the laws of the State of Florida as a not-for-profit corporation under Charter Number N12245; and

WHEREAS, Association is desirous of maintaining, constructing, reconstructing, repairing, replacing and improving, as needed, the roadways known as Presidential Way and Consulate Place within The Lands of the Presidents Condominiums and appurtenances thereto, in compliance with the Master Declaration of Covenants and Restrictions, By-Laws, rules and/or regulations of said Association; and

WHEREAS, Condominium is desirous of having Association maintain, construct, reconstruct, repair, replace and improve, as needed, the roadways and appurtenances thereto within The Lands of the Presidents Condominiums known as Presidential Way and Consulate Place, in compliance with the Master Declaration of Covenants and Restrictions, By-Laws, rules and/or regulations of said Association;

NOW, THEREFORE, for and in consideration of the premises set forth herein, Association and Condominium hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Association, as established under Charter Number N12245, and in compliance with the By-Laws, Master Declaration of Covenants and Restrictions, rules and/or regulations thereof agrees to maintain, construct, reconstruct, repair, replace, and improve, as needed, the roadways and appurtenances thereto

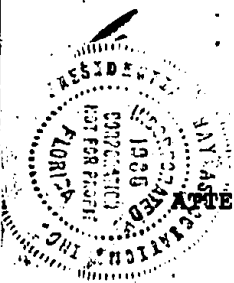
RETURN TO  
PREPARED BY: MURPHY AND MacLAREN, P.A.  
341 ROYAL POINCIANA PLAZA  
POST OFFICE BOX 2525  
PALM BEACH, FLORIDA 33480

within The Lands of the Presidents Condominiums known as Presidential Way and Consulate Place.

3. Condominium agrees and consents to its membership in Association for the aforementioned purposes.
4. Condominium agrees that it shall abide by the terms of the Master Declaration of Covenants and Restrictions, By-Laws, rules and/or regulations of Association.
5. This Consent Agreement shall be binding upon and shall inure to the benefit of Association and Condominium, and their respective successors and assigns.
6. This Consent Agreement between Association and Condominium is entered into for the benefit of Association, its successors and assigns, to allow the maintenance, construction, reconstruction, repair, replacement, and improvement of the roadways and appurtenances thereto located within The Lands of The Presidents Condominiums.
7. This Consent Agreement shall be governed by the laws of the State of Florida, and it shall be and become effective immediately upon execution by both parties hereto.
8. In the event that Association or Condominium is required to enforce this Consent Agreement by court proceedings or otherwise, then Association, or Condominium shall be entitled to recover all costs incurred with such enforcement, including attorney's fees.

IN WITNESS WHEREOF, Association and Condominium have executed this Consent Agreement this 11<sup>TH</sup> day of FEBRUARY, 1986.

B5207 P1601



ATTEST: (SEAL)

PRESIDENTIAL WAY ASSOCIATION, INC.

BY: Gerald Sharkey  
Gerald Sharkey, Secretary

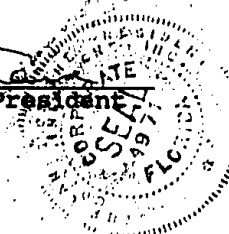
BY: Leonard Sharkey  
Leonard Sharkey, President

ATTEST: (SEAL)

CONDOMINIUM ONE OF THE LANDS OF THE  
PRESIDENT CONDOMINIUMS

BY: Gerald Sharkey  
Secretary

BY: Leonard Sharkey  
President



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11<sup>th</sup>  
day of February, 1986, by Leonard Sharkey, President  
and Gerald Sharkey, Secretary of PRESIDENTIAL WAY  
ASSOCIATION, INC., a Florida corporation, on behalf of the  
corporation.

(SEAL)

Joan D. Miller  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 28, 1968  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11<sup>th</sup>  
day of February, 1986, by Gerald Sharkey,  
President and Leonard Sharkey, Secretary  
of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a Florida corporation, on  
behalf of the corporation.

(SEAL)

Joan D. Miller  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 28, 1968  
BONDED THRU GENERAL INS. UND.

B5207 P1602

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

CFN 20150085601  
OR BK 27389 PG 0252  
RECORDED 03/10/2015 10:22:45  
Palm Beach County, Florida  
AMT 1.00  
Doc Stamp 0.70  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0252 - 255; (4pgs)

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated May 1, 2014, is made by and between Comcast of Florida/Georgia/Pennsylvania, L.P., with an address of, 1100 Northpoint, West Palm Beach FL 33407 its successors and assigns, hereinafter referred to as "Grantee" and The Lands of the President Condominium One, Inc., with an address of Presidential Way, West Palm Beach FL 33401 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Services Agreement dated May 1, 2014, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located at 1701, 1705, 1731, 1801, 1823, 1901 Presidential Way, West Palm Beach, FL 33401 in Palm Beach County, Florida described as follows:

LEGAL DESCRIPTION:  
(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.


IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

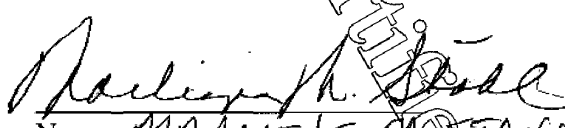
WITNESS/ATTEST:

The Lands of the President Condominium One, Inc.

  
Name: CHRISTOPHER Saxon

By:   
Name: MARSHALL L. SEARS  
Title: PRESIDENT


WITNESS/ATTEST:

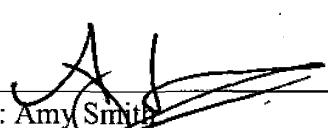
  
Name: MARGIENE MOSTAHL

GRANTEE


WITNESS/ATTEST:

Comcast of Florida/Georgia/Pennsylvania, L.P.

  
Name: Kusty L. Montano

By:   
Name: Amy Smith  
Title: Regional Senior Vice President, Florida Region  
05/28/14

WITNESS/ATTEST:

  
Name: Marcus Dillard

1100 Northpoint Parkway  
West Palm Beach, FL 33407

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of MAY, 2014 by MARSHALL L. BRASS, the PRESIDENT of The Lands of the President Condominium One, Inc., on behalf of said entity. He/she is personally known to me or has presented DRIVER LICENSE (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

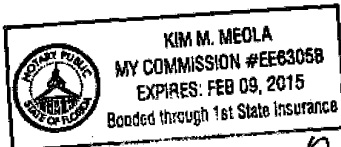


Marlene M. Stahl  
MARLENE M. STAHL Notary Public  
(Print Name)

STATE OF Florida )  
COUNTY OF Palm Beach ) ss.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2014 by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of Florida/Georgia/Pennsylvania, L.P., on behalf of said entity. He/She is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



My Commission expires: 2/9/2014

Kim M. Meola  
Kim M. Meola Notary Public  
(Print Name)

LEGAL DESCRIPTION

**Lands of the President Condominium 1**, according to the Plat thereof on file in the Office of the Circuit Court in and for Palm Beach County, Florida, recorded in Official Records Book 1908 at Page 173.

This is not a certified copy

Documentary Tax Pd \$ 150  
Intangible Tax Pd.  
Clerk, Palm Beach County, Florida

EASEMENT

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THIS INDENTURE, made this 10<sup>th</sup> day of February, 1987, between THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a Florida Corporation not-for-profit, the condominium association governing a condominium in the LANDS OF THE PRESIDENT, according to the Declaration of Condominium recorded in Official Record Book 1908, page 173, Public Records of Palm Beach County, Florida, "Party of the First Part," and PRESIDENTIAL WAY ASSOCIATION, INC., a not-for-profit Corporation established under the laws of the State of Florida, whose principal address is <sup>3300</sup>~~2400~~ Presidential Way, West Palm Beach, Florida 33401, "Party of the Second Part":

W I T N E S S E T H:

That, subject to the provisions hereof, the Party of the First Part does hereby grant to the Party of the Second Part, its successors and/or assigns, forever, the full right, privilege and easement for reasonable traffic and passage and ingress and egress upon, over, across, through and under the following described property in the City of West Palm Beach, Palm Beach County, State of Florida, said property fully described in Exhibit "A" attached hereto and made a part hereof, for the purpose of allowing the Party of the Second Part, and all unit owners of the Condominiums which are members of the Party of the Second Part, their families, guests, lessees and business invitees access upon, over and across the described property including the private roadway, sidewalks, walkways and rights of way together with all rights reasonably necessary to enter into additional easements, including an easement with the President Country Club and to manage, supervise and maintain the private roadway and all appurtenances.

The Party of the Second Part, its successors and/or assigns, shall bear full responsibility for the use and enjoyment of the property and covenants with the Party of the First Part, its successors and/or assigns, at all times to maintain and make necessary repairs on, in or upon the property or appurtenances

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341 ROYAL POINCIANA PLAZA  
PREPARED BY: POST OFFICE BOX 2525  
PALM BEACH, FLORIDA 33480

thereto and to regulate the best interests of said unit owners.

It is understood and agreed by and between the Party of the First Part and the said Party of the Second Part that the property described in Exhibit "A" shall be subject to the complete dominion and control of the Party of the Second Part, and the right is hereby granted to the said Party of the Second Part, its successors and/or assigns, and its agents and employees to enter upon said property for purposes of maintaining the private roadway and parcel of land herein above described for the excavating, inspecting, installing, repairing, and/or improving said property or appurtenances thereto. The Party of the Second Part shall have the right to limit public access and control vehicular traffic in or upon the subject property and shall restore the ground or roadway to its natural condition after installation of or any maintenance work on said property.

The subject conveyance is made upon the condition precedent that all of the other condominium associations abutting upon Presidential Way and Consulate Place shall execute and deliver written counterparts of this Agreement hereof to the Party of the Second Part.

It is understood that the description of the property set forth in Exhibit "A" covers the entire right of way of what was Presidential Way and Consulate Place before same was abandoned by the City of West Palm Beach. It is further understood that the Easement given hereby consists of that portion under the control of this grantor condominium association pursuant to Section 718.111(10) of the Florida Statutes. The grantor condominium association hereby agrees to abide by and comply with the Master Declaration of Covenants and Restrictions, By-Laws, Articles of Incorporation, Rules and/or Regulations of the Presidential Way Association, which shall include but not be limited to the payment of its proportionate share of the expenses of the Presidential Way Association.

The above conveyance is made upon the condition that should the Party of the Second Part, its successors and/or assigns, at any time abandon the said land herein above described or cease to use it

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for the purposes aforesaid, or should the Easement be finally declared by any Court of competent jurisdiction of the State of Florida to be invalid or beyond the scope of the powers of the Party of the First Part, the title and rights herein and hereby granted and conveyed shall forthwith revert to and vest in the said Party of the First Part, its successors and/or assigns.

IN WITNESS WHEREOF, the Party of the First Part has hereunto caused these presents to be duly executed by its duly authorized officers and its seal to be affixed hereto the day and year first above written.

THE LANDS OF THE PRESIDENT  
CONDOMINIUM ONE, INC.

Attest:

Fred Harris  
Secretary

By:

Gerald Sharkey  
President

PRESIDENTIAL WAY ASSOCIATION, INC.

Attest:

Gerald Sharkey  
Secretary

By:

Leonard Sharkey  
Leonard Sharkey, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 1987, by Leonard Sharkey, President and Gerald Sharkey, Secretary of PRESIDENTIAL WAY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

(SEAL)

Jean D. Miller  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 20, 1988  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 1987, by Gerald Sharkey, President and Fred Harris, Secretary of THE LANDS OF THE PRESIDENT CONDOMINIUM ONE, INC., a Florida corporation, on behalf of the corporation.

(SEAL)

Jean D. Miller  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 20, 1988  
BONDED THRU GENERAL INS. UND.

85207 P1605

# DESCRIPTION

## PRESIDENTIAL WAY

COMMENCING at the centerline of Presidential Way and the centerline of Embassy Drive as same is shown on PLAT 1, THE PRESIDENT COUNTRY CLUB as recorded Plat Book 29, Pages 72 through 76, inclusive, Public Records of Palm Beach County, Florida; thence, northerly along the centerline of said Presidential Way (bearings mentioned herein are in the meridian of PLAT 1, THE PRESIDENT COUNTRY CLUB and PLAT 2, THE PRESIDENT COUNTRY CLUB as same is recorded in Plat Book 29, Pages 113 and 114, Public Records of Palm Beach County, Florida) being the arc of an 820.0 foot radius curve, concave West, through a central angle of  $03^{\circ}36'14''$  a distance of 51.58 feet thence; North  $88^{\circ}08'17''$  West, a distance of 30.0 feet to the West right-of-way of said Presidential Way and the POINT OF BEGINNING of the following description, thence; from said POINT OF BEGINNING, northerly along said West right-of-way line of Presidential Way as shown on said PLAT 1, THE PRESIDENTIAL COUNTRY CLUB, along the arc of a 790.0 radius curve, concave West through a central angle of  $22^{\circ}21'43''$  an arc length of 308.33 feet; thence, North  $20^{\circ}30'00''$  West, a distance of 320.00 feet to the beginning of a 490.0 foot radius curve, concave East; thence, northerly along the arc of said curve through a central angle of  $40^{\circ}30'00''$  an arc length of 346.36 feet; thence, North  $20^{\circ}00'00''$  East a distance of 400.00 feet to the beginning of a 380.0 foot radius curve concave Southwest; thence, northwesterly along the arc of said curve through a central angle of  $98^{\circ}13'18''$  an arc length of 638.17 feet to a point being the terminus of the South right-of-way of Presidential Way as shown on said PLAT 1, THE PRESIDENT COUNTRY CLUB; thence continuing along the arc of said 380.0 foot radius curve concave southwesterly, through a central of  $03^{\circ}46'42''$  an arc length of 25.06 feet as shown on said PLAT 2, THE PRESIDENT COUNTRY CLUB; thence, North  $80^{\circ}00'00''$  West, a distance of 772.02 feet (along the southerly right-of-way of said Presidential Way) to the beginning of a 440.0 radius curve, concave northerly; thence, westerly along the arc of said curve through a central angle of  $47^{\circ}42'00''$  an arc length of 366.31 feet; thence, North  $32^{\circ}18'00''$  West a distance of 669.51 feet to the beginning of a 270.0 foot radius curve concave southwesterly; thence, northwesterly along the arc of said curve through a central angle of  $56^{\circ}30'09''$  a distance of 266.26 feet to a point being the beginning of a 25.0 foot radius curve, concave southeasterly; thence, southwesterly along the arc of said curve through a central angle of  $90^{\circ}00'00''$  a distance of 39.27 feet to a point on the easterly right-of-way of Congress Avenue as shown on said Plat 2 the President Country Club; thence, North  $01^{\circ}11'51''$  East, a distance of 110.00 feet to the beginning of a 25.0 foot radius curve, concave northeasterly; thence, southeasterly along the arc of said curve through a central angle of  $90^{\circ}00'00''$ , a distance of 39.27 feet, to a point being the beginning of a 330.0 foot radius curve concave southwesterly; thence, southeasterly along the arc of said curve through a central angle of  $56^{\circ}30'09''$ , a distance of 325.43 feet; thence South  $32^{\circ}18'00''$  East a distance of 669.51 feet to a point being the beginning of a 380.0 foot radius curve concave northerly; thence, easterly along the arc of said curve through a central angle of  $47^{\circ}42'00''$ , a distance of 316.36 feet; thence, South  $80^{\circ}00'00''$  East, a distance of 772.02 feet, to a point being the beginning of a 440.0 radius curve concave southwesterly; thence southeasterly along the arc of said curve through a central angle of  $03^{\circ}46'42''$  an arc length of

B5207 P1606

# DESCRIPTION

29.02 feet to a point being the terminus of said northerly right-of-way of Presidential Way as shown on said PLAT 1, THE PRESIDENT COUNTRY CLUB; thence, continuing the arc of said 440.0 radius curve through a central angle of  $96^{\circ}13'18''$  a distance of 738.93 feet; thence, South  $20^{\circ}00'00''$  West, a distance of 400.00 feet to a point being the beginning of a 430.0 foot radius curve concave easterly; thence, southerly along the arc of said curve through a central angle of  $40^{\circ}30'00''$ , a distance of 303.95 feet; thence, South  $20^{\circ}30'00''$  East, a distance of 320.00 feet to a point being the beginning of an 850.0 foot radius curve concave westerly; thence southerly along the arc of said curve through a central angle of  $22^{\circ}21'43''$  a distance of 331.74 feet; thence, North  $88^{\circ}08'17''$  West a distance of 60.00 feet, more or less to the Point of Beginning.

Containing 5.77 acres more or less.

It is the intent of the above description to describe the 60.0 foot right-of-way of Presidential Way, from Embassy Drive, North to Congress Avenue, as same is shown and recorded in PLAT 1, THE PRESIDENT COUNTRY CLUB, AND, PLAT 2, THE PRESIDENT COUNTRY CLUB.

## DESCRIPTION

## CONSULATE PLACE

COMMENCING at the centerline of Presidential Way and the centerline of Consulate Place, as same as shown on PLAT 1, THE PRESIDENT COUNTRY CLUB recorded in Plat Book 29, Pages 72 through 76, inclusive, Public Records of Palm Beach County, Florida; thence from said intersection point, (bearings mentioned herein are in the meridian of said PLAT 1 THE PRESIDENT COUNTRY CLUB and REPLAT OF PART OF LOT 10 AND ALL OF LOTS 11, 12 and 13 as same is shown and recorded in Plat Book 30, Page 4, Public Records of Palm Beach County, Florida) North 20°30'00" West along said centerline of Presidential Way, a distance of 55.0 feet; thence North 69°30'00" East a distance of 30.0 feet to a point being the beginning of a 25.0 foot radius curve concave Northeast and the POINT OF BEGINNING of Consulate Place as described hereon; thence, from said POINT OF BEGINNING, southeasterly along the arc of said curve through a central angle of 90°00'00" a distance of 39.27 feet to a point being the beginning of a 330.0 foot radius curve concave southerly; thence easterly along the arc of said curve through a central angle of 19°00'00", a distance of 109.43 feet, (said line also being the northerly right-of-way of said Consulate Place) to the beginning of a 595.0 foot radius curve concave northwesterly; thence, northeasterly along the arc of said curve through a central angle of 61°44'54" a distance of 641.24 feet, to the beginning of a 530.00 foot radius curve concave southeasterly; thence, northeasterly along the arc of said curve through a central angle of 02°06'57" a distance of 19.57 feet to the beginning of 25.00 foot radius curve concave westerly; thence northerly along the arc of said curve through a central angle of 58°42'00" a distance of 25.61 feet to a point being the beginning of a 50.00 foot radius curve concave southerly; thence northerly and easterly and southerly along the arc of said curve through a central angle of 243°31'17" a distance of 211.64 feet to a point being the beginning of 470.0 foot radius curve concave southeasterly; thence southwesterly along the arc of a said curve through a central angle of 09°11'42", a distance of 75.43 feet to the beginning of a 655.00 foot radius curve concave northwesterly; thence southwesterly along the arc of said curve through a central angle of 61°44'54" a distance of 705.90 feet (said line being the southerly right-of-way of said Consulate Place) to the beginning of a 270.00 foot radius curve concave southerly; thence westerly along the arc of said curve through a central angle of 19°00'00" a distance of 89.53 feet to a point being the beginning of a 25.0 foot radius curve concave southeasterly; thence southwesterly along the arc of said curve through a central angle of 90°00'00" a distance of 39.27 feet to a point on the easterly right-of-way of Presidential Way as shown on said PLAT 1, THE PRESIDENT COUNTRY CLUB; thence North 20°30'00" West a distance of 110.00 feet, more or less, to the POINT OF BEGINNING.

Containing 1.05 acres more or less.

It is the intent of the above description to describe to 60.0 foot right-of-way of Consulate Place, from Presidential Way easterly to its terminus, as same is shown on PLAT 1, THE PRESIDENT COUNTRY CLUB, and REPLAT OF PART OF LOT 10 AND ALL OF LOTS 11, 12 and 13.

B5207PJ608

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