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THISINSTAUMENT WAS PREPARED BY

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CONDO N m

LEISUREVILLE GOLF VIEW NORTH

A Condominium

100, 200 & 300 S.W. Golf View Terrace
Boynton Beach
Palm Beach County. , Flor Ida

MADE this 12th day of October, 1973 , by BOYNTON WEST DEVELOPMENT CORP. , a Florida corporation, herein called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declaration :

1. Purpose. Clhe purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, herein called the Condominium Act.

.I Name and Address . The name by which this condomin— ium is to be identified is LEISUREVILLE GOLF VIEW NORTH a con— dominium, and its address is 100, 200 & 300 S . W. Golf View Terrace,
Bovnt. 071 Beach ; Y? Iorida.

.2 The Land. The lands owned by Developer are hereby submitted to the condominiuiü form of ownership are the following—described lands lying in Palm Beach County, Florida :

A certain parcel of real property in the West 1/2 Section 29, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, more particularly descr ibed in Exhibit "N' attached hereto and made a part hereof.

which lands are herein called 'Ehe land" -

2. Definitions. terms used herein or in the exhibits attached hereto shall have the meanings stated in the Condominium . Act and as follows, unless the context. otherise requires:

.1 Apartment means unit as defined by the Condominium Act.

.2 Apartment Owner means unit owner as defined by t-.he Condominium Act.

.3 Association means LEISUREVILLE GOLF VIEW NORTH

CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,

and its successors .

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

. 5 Common Expenses include:

(a) Expenses Of administration; expenses OE main— tenance, operation, repair or replacement of the common ele:n.ents, and of the portions of apartments to be maintained by the As:ociation; the fractional prorata share assessed by Community Association in accordance with the Restrictions herein defined.

(b) Expenses declared common expenses by pro— visions of this Declaration or the By—Laws.

(c) Any valid charge against the condominium as a whole.

. 6 Community Association means Palm Beach Leisureville Community Association, Inc. , a Florida non—profit corporation, änd its successors.

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

.8 Restrictions mean the Declaration of Restrictions recorded March 8 1973 , in Palm Beach County, Flor Ida, Official Records Book 2129, Page 1943.

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

.10 Utility Services as used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and By—laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, airconditioning, garbage and sewage disposal.

.3 Development Plan. The condominium is being developed in the following manner :

. I Survey. A survey of the land is attached as Exhibit "B" .

. 2 Plans . The improvements to be placed upon the land will be constructed by Developer substantially in accord— ance with the plans and specifications therefor prepared by Alberto R. Lauderman, 6241 N. W. 110th Street, Hialeah, Florida.

. 3 Amendment of Plans.

(a) This Declaration may be amended by the filing of such additional plans as may be required to adequately describe the improvements of the condominium and in order to show the completion of improvements . Such completion may be shown by

a certificate of an architect, engineer or surveyor certifyæng that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such plans or certificate, when signed and acknowledged by Developer shall constitute an amendment of this Declaration without approval of the Association, apartment owners, or lienors, or mortgagees of apartments, or of the condominium, whether or not elsewhere required for amendment-

(b) Alteration of Apartment Plans. Developer reserves the right •to change the interior design and arrange— ment of a IL units, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so author i zed, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

(c) Amendment of Declaration. An amendment of this Declaration reflecting such aL teration of apartment plans by Developer need by signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners , lienors or mortgagees of apartments, or of the condominium, whether or not elsewhere required for an amendment.

.4 Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such ease— ments through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the apartment owner .

. 5 Improvements —— General Description.

(a) Apartment Building. The condominium will include a single story apartment building containing 52 owner 's apartments. The common elements will include storage room, laundry and other facilities.

(b) Other Improvements . The condominium will include gardens and landscaping, automobile parking areas and other facilities located substantially as shown upon said plans , and which will be part of the common elements.

. 6 Apartment Boundaries. Each apartment shall include that part of the building containing the apartment which lies within -the boundaries of the apartment, which boundaries shall be determined in the following manner :

(a) Upper and Lower Boundaries. The upper and

lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetr icaI boundaries :

(I) Upper Boundary the horizontal plane of the lower surfaces Of the ceiling slab.

(2) Lower Boundary — the horizontal plane of the upper surfaces of the floor slab.

(b) Per imetrical Boundaries. The per imetr ical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls hounding the apartment extended to intersections with each other and with the upper and lower boundaries. Where there is attached to the building a balcony or other portion of the building serving only the apartment being bounded, the per imetr ical boundar les shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces and other portions of the building serving such apar tments .

4. The Apartments The apartments of the condominium are more particularly described and the rights Of their owners established as follows :

•I Apartments Numbered. The apartments are numbered as shown on the Survey, Exhibit "B" .

(a) One Bedroom, One Bath Apartments- The following numbered apartments are designated One Bedroom, One Bath Apart— ments" and consist of a living room with dining area, kitchen, screened porch, one bedroom and one bath: 105, 122, 131 and 152.

(b) Two Bedroom, Two Bath Apartments. The follow— ing numbered apartments are designated ' 'TtNO Bedroom, Two Ba th Apartments ' [1] and consist of a living room with dining area, kitchen, screened porch, two bedrooms and two baths : 101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118,
119, 120, 121, 123, 124, 125, 216, 217, 218,129, 130, 132, 133, 134, 135, 136, 137, 138, 139, J40',141, 142, 143, 144, 145, 146, 147 , 148, 149, 150, 151.

•2 Appurtenances to Apartments . The owner of each apartment shall own a share and certain interests in the condo— minium property which are appurtenant to his apartment, including but not limited to the following items, which are appurtenant to the several apartments as indicated;

(a) Common Elements and Common Surplus. An undivided I/52nd fractional share in the common elements and common surplus to each apartment .

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

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(c) Coronunitv Association. The membership of each apartment owner in the Community Association and the interest of each apartment owner in the funds and assets held by the Community Association.

(d) Automobile Parking . Parking spaces to accomodate one automobile for each apartment. Such spaces will not be assigned but will be available for use pursuant to regulations of the Association.

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

.4 Lessor's Lien under Certain Leases. Each apartment owner shall lease from Developer an undivided one—five—thousandth fractional Leasehold interest in and to certain lands as more fully described in said leases, a copy Of the form of said leases being •attached hereto as Exhibit "E" . The Lessor under a lease executed with respect to a particular condominium parcel (each said lease being similar in form to Exhibit "E") shall have a lien on said condominium parcel for any unpaid rental due Lessor . Said lien shall also secure reasonable attorneys 'fees incurred by Lessor incident to the collection of such unpaid rental or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Palm Beach County, Florida, of a claim of lien stating •the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims oi: lien shall include only the unpaid portion of renta]_ which is due and payable to the Lessor when the claim of lien is recorded. Upon full payrnent the apartment owner dial 1 be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time Of recording- the claim of lien r and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu Of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the apart— ment owner shaLL be required to pay a reasonable rental for the condominium

parcel, and the Lessor shall be entitled to the appointment Of a receiver to collect the same- Suit • to recover a money judgment for unpaid portion of rent-als may be maintained without waiving the lien securing the same. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor, its successors and assigns, and may be enforced by it against an apartment owner, his heirs, successors, representatives and assigns .

. 5 Community Association I s Assessments and Lien There— fore. The Community Asso&ti on, as required by the Restrictions

shall per form certain maintenance services to the exterior portions of the building, to the sprinkler system and to the grounds and shall operate, maintain, repair and insure the buildings, structures and other improvements located on the lands made subject to the leases referred to in subparagraph 4.4 above and pay the real and persona L property taxes levied thereon. In order to reimburse the Community Association for thecosts of the foregoing services, the Community Association shall assess the Association the fractional prorata share of its expenses, as defined in Paragraph 9 of the aforesaid Restrictions (said prorata share bei ng subject to modification from time to time as therein provided) and said assessments shall be included in " common expenses" (as defined in sub— paragraph 2.5 above) . in order to secure to the Community Association the payments of its assessments, it shall have a lien on each apartment for a one-fifty-second fractional share of any unpaid assessment made by it pursuant to the provisions Of the aforesaid Restrictions . Said lien shall also secure reasonable attorneys ' fees incurred by the Community Association incident to the collection of such unpaid assessment or enforce— ment of such lien. Said lien shall be effective from and after the time Of recording in the public records Of Palm Beach County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Community Association when the claim of lien is recorded. Upon full payment the owner and the Association shall be entitled to a recordable satisfaction of the lien- All such liens shall be subordinate to •the lien of a mor ugage or other lien recorded prior to -the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure the recording of said deed in. lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be enforced by suit brought in the name of the Community Association in Like manner as a fore— closure of a mortgage on real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the condominium parcel and the Community Association shall be entitled to the appointment of a receiver to. collect the same . Suit to recover a money judgment for unpaid portion of assess— ments may be maintained without waiving the lien securing the same. The provisions of this s uhparagraph shall be construed as a covenant in favor of the Community Association, its successors and assigns, and may be enforced by it against each apartment owner, his heirs, successors, representatives and assigns.

—.5 . Maintenance ! Alteration and Improvement. The responsi— bi-lity for the maintenance of the condominium property and

restrictions upon the alteration and improvement thereof, shall be as follows:

.1 Apartments .

(a) By the Association. The Associat ion shall maintain, repair, and replace at the Association's expense:

(I) All portions of an apartment, except interior surfaces, contributing -to the support of the apart— ment building, which portions shall include but not be limited to the outs ide walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load—bearing columns and load—bearing walls.

(2) All conduits, ducts, Élumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of an apartment Ina • ntained by •the Association; and all such facilities containe TTEhin service part or parts of the condominium

othe than the apartment within which contained.

(3) All incidental damage caused to an apart— ment by such work shall promptly be repaired at the expense of the Associati on.

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows :

(I) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association.

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

(3) To promptly report to the Associa t ion any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(c) Alterations and Imorovements Except as elsewhere reserved to Developer, neither an apartment owner nor •the Association shall make any alterations in the portions of an apartment which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto ,or do anything which would jeopardize the

safety or soundness of the apartment building, or impair any eæement, without first obtaining approval in writing of owners of all apartments in hich such work is to be done and the approval of the Board of Directors of the Association. A copy of for all of such work, prepared by an architect licensed to practice in this state, shall be filed with the Association prior to the start of the work.

.2 Common Elements.

(a) By the Association. The maintenance and operation Of the common elements shall be the responsibility of the Association and a con-non expense. As provided by the Restrictions, the Cortmunity Association shall perform on behalf Of the Association a substantial portion of the services required to operate and maintain the common elements, as more specifically set out in paragraph 6 thereof. TO the extent the Connunity

Association fails to provide any of the services with respect to the maintenance and opera Zion of the common elements, such services shall be provided by the Association.

(b) Alteration and Imorovement. After the com— pletion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of thereal property constituting the common elements without prior approval in writing by the owners of not less than seventy—five percent (7 5%) of the common elements as provided by the By—Laws- Failure of an owner or owners to approve of an alteration or improve— ment approved by owners of seventy—five (7 5%) percent of the common elements shall not relieve such owner or owners of their respective shares of the cost thereof.

.6. Assessments. The making and collection of assess— ments against apartment owners for common expenses shall be pursuant to the By—Laws and subject to the following provisions :

. I Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common ex— penses, and shall share in the common surplus, such shares being the same as his undivided share in the common elements .

(a) Provided, however, that except for the assess— ment called for in the event of casualty loss under Paragraph 9.5 herein, the right of the Association to assess an APARTMENT or impress a lien for any delinquent assessment upon an APARTMENT the title to which has been acquired by an Institutional Lender as a result of a foreclosure or deed in lieu of foreclosure shall be abated so long as said Institutional Leader retains said •title. Upon disposal in any manner of an APARTMENT (in— cluding lease of same) acquired by

an Institutional Lender as set forth above, the Association 's right to make assessments and impress Liens therefore shall be fully restored (except that no assessment or lien shall be for the purpose of defraying the cost of any assessment for the period of time prior to lease pr relinquishment of title by the Institutional Lender).

(b) Institutional Lenders holding title to an APARTMENT will be liable for assessments (and the right to impress a lien therefor) to defray the expense of repair of casualty loss under the provisions of paragraph 9.5 herein, irrespective Of the manner or means title was acquired.

.2 Interest; Application of Payrnents Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent per annum from the date when due, until paid. AIL payments upon account shall be first applied to interest and then to the assessment payment first due.

. 3 Lien for Assessment The lien for unpaid assess— ments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assess— ment or enforcement of such lien. OFFICIAL RECORDS 6-2229 PAGE 65

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

7 . Association- The operation of the condominium shall be by LPISüREVIT.1åE GOLF VIEW NORTH CONDOMINIUM ASSOCIATION, INC. ,

a corporation not for profit under the laws of the State of Florida, which shall be organized and shall fulfill its functions to the following provisions :

. I Articles of Incorporation- The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit '1 C".

.2 By—Laws . The By—Laws of the ssociation shall be the By—Laws of the _____ condominium, a copy of whic is attached as Exhibit "D".

. 3 Limitation upon Liability of Association. Notwith— standing the duty of the Association to maintain and repair parts Of the ondominium property, the Association shall not be liable for inj ury or damage, other than the cost of main— tenance and repair caused by any Iatat condition of the

property to be maintained and repaired by the Association, or caused by the elements or other owners or persons .

.4 Restraint upon Assignment of Shares in AssetsThe share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner , except as an appurtenance to his apartment-

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

8.Insurance. The insurance other than t i t le insurance which shall be carried upon the condominium property, and the property of the apartment owners, shall be governed by the following provisions :

.I Authority to Purchase; Named Insured. in— sun-ance policies upon the condominium property shall be pur— chased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provision shall be made for the issuance of the mortgage endorsements and memo— r anda of insurance to the mortgagees of apartment owners Such policies shall pra.ide that payments for losses thereunder by the insuror shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited wi th the Insurance Trustee - Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

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.2 Nortqaqee Approval. In the event there shall be a mortgage in favor of an Institutional Lender, said Institutional Lender shall have the right to approve the insuror on all insurance policies covering condominium property, and the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of and may be enforced by said Institutional Lender .

. 3 Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maxi— mura insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against :

(1) Loss or Damage by Fire, and other hazards covered by a standard extended coverage endorsement, and

(2) Such other r isks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not: I irniæd to vandalism and malicious mischief .

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

(c) Workmen's compensation policy to meet the requir ements Of law.

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

.4 Premiums . Premiums upon insurance policies pur— chased by the Association shall be paid by the Association as a common expense.

.5 Insurance Trustee; Shares of Proceeds. All insur— ance policies purchased by the Association shall be for the benefit of the Associ at ion and the apartment owners and their mortgagees as their interests may appear, and shall Wrovide that all proceeds cover ing property losses shall be paid to any bank in Flor Ida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the

Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements Proceeds on account of damage to common elements — an undivided share for each apar t— ment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

. (b) Aoartments Proceeds on account of damage to apartments shall be held in the following undivided shares :

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

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

(c) Mortqaqees . In the event there is a casualty loss and there is a mortgage lien outstanding on an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right: to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, unless said mortgagee is also an apartment owner Of an apartment unit of •this condominium; no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to an apartment owner and mortgagee pursuant to the provisions of this Declaration.

(d) Current List of Mortqaqees- The Association will maintain a current list of mortgagees holding mortgage liens on apartment units in the condominium and will furnish a copy of the current list to the Insurance Trustzee for each casualty loss administered by the Insurance Trustee.

.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the follow— ing manner :

(a) Expense of the Trust. AIL expenses of the
Insurance Trustee shall be first paid or provision made therefor-

(b) Reconstruction or Repair . If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any

proceeds r emaining after defraying such costs shall be distributed to the beneficial owners, re— mittances to apartment: owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Reoair. If is eeter:nined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittarkces to apartment owners and their mortgagees being payable j ointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate . In making distr ibut ion to apart— ment oywners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and theit respective shares of the distribution.

.7 Association as A ent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner Of any other iriterest in the condominium property to adj use all claxms arising under insurance policies purchased by the Association, and to execute and deliver release upon the payment of claims.

9 Reconstruction or Repair — After Casualty.

. I Determination to Reconstruct or Repair- If any part Of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner :

(a) Common Elements . If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b Aoartment B uilding-

(I) Lesser Damage. If the damaged improve— ment is the apartment building, and if apartments to which fifty percent (50%) of the common elements are appurtenances are found by the Board of Directors Of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated .

(2) Mai or Damage. If the damaged improve— ment is the apartment building, and if apartments

to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the
Association to be not tenantable, then the damaged property will not be reconstructed or repa ired and the condominium will be terminated as elsewhere provided, unless within sixty (C) days after the casualty the owners of seventy—five percent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary t-o determine whether or not the damaged property is to be reconstructed or repaired.

.2 Plans and Specifications - Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than seventy—five percent (75%) of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld. No construction and repair shall be accomplished according to plans and specifications not substantially in accordance with the original plans and specifications unless the approval in writing Of all mortgagees holding mortgages on apartment units in the condominium is first obtained.

. 3 Responsibility.. If the damage is only to those parts of one apartment for which the responsibility Of main— tenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsi— bility of reconstruction and repair after casualty shall be that Of the Association.

.4 Estimates of Costs. Tmmediately a f ter a casualty causing damage to property for SNhich the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detai Led estimates of the cost to rebuild or repair.

. 5 Assessments . If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during recon— struct ion and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apart— ment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs . Such assessments against apartment owners for damage to apartments shall be in proportion the cost of reconstruction and repair of their respective apartments . Such assessments on account of damage to common elements shall be in proportion to the owner ' s share in the common elements .

.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense .

. 7 Construction Funds . The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments

against apartment owners, shall be disbursed in payment of such costs in the following manner :

(a) Association. If costs Of reconstruction and repair which are the responsibility Of the Association are more than $5, 000, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessynents and disburse the same in payment of the costs of reconstruction and repair.

(b) insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in -payment of the costs of reconstruction and repair in the following manner :

(I) Apartment Owner The port: ion of insur— ance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner , and the mortgagee having a first mortgage lien on the apartment, jointly, as their interests may appear .

(2) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than $5, 000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds Of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the recon— struct ion and repair of major damage-

(3)) Association — Ma-jor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $5, 000, then the construction fund shall be disbursed in pay— ment of such costs in the manner required by the Board of Directors of the Association and upon approval Of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(4)) Surplus . It shall be presumed that the first moneys disbursed in payment of costs Of reconstruction and repair shall be from insurance proceeds If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which

the fund is established such balance shall be distributed to the beneficial Owners of the fund (including mortgagees) in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate . Notwithstanding the pro— visions herein, the Insurance Trustee shall not be required

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•to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the • Insurance Trustee, nor to detem ine whether the disbursements from -the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor Whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount •to be paid, nor to determine whether surplus funds to be distr ibuted are less than the assessments paid by owners. Ins tead the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stati-ng the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortg as payee of any distribution of insurance proceeds to a unit owner as their interests may appear and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements In payment of costs of reconstruction and repair .

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions :

.I Apartments . Each of the apartments shall be occupied only by an owner, his servants azd guests, as a residence and for no other purpose. Except as reserved to Developer during course of construction, no apartment may be divided or subdivided into a smaller unit nor any porti on thereof Kid or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby. The use of an apartment is hereby limited to permanent residents sixteen years of age or older, and no person shall be permitted to reside in an apartment who is under the age of sixteen years.

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

. 3 Nuisances - No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. AIL parts of the property shall be kept in a clean and • sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazzard allowed to exist. NO apart— ment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property.

.4Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property

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nor any part thereof; and a LL valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modificat ion, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

. 5 Leas ing .

(a) Lease of Less Than Entire Apartments Prohibited. The Leasing of less than an entire apartment is prohibited and no transient tenants shall be accomodated.

(b) Leases not Exceeding Ten Months . An entire apartment may be rented provided occupancy is only by the Lessee and his family and guests and is not for less than one month and no more than ten months out of a consecutive twelve months .Such leases shall require approval of the Association.

. 6 Signs. No signs shall be displayed from an apart— ment or on common property except such signs as shall have advance written approval by the Developer or the Association.

.7 Regulations . Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By—Laws- Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents Of the con— dominium, upon request.

.8 Proviso Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of a IL of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments and Developer may make such use of the unsold units and common areas as may facilitate completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs. For so long as Developer shall be engaged in the business of building and offering for sale apartments in the Palm Beach Leisureville Project Area, Developer shall further have the right to use an apartment as a display model •and sales office for _ the sale of apartments, houses and lots even though the property offered for sale through such model and sales office shall not be a part of the condominium. Developer shall further have the right

in connection with such use to display signs and utilize portions of the parking area not designated for the use of particular apartment owners in connection with the conduct of its business-

OFFICIAL RECORD

11. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of incorporat ion, By— Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time- Failure of an apartment owner to coraply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act :

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

.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terrns of the Declaration, the By—Laws or the Regulations adopted pursuant thereto , and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

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

12. Amendments . Except as elsewhere provided otherwise this Declaration of Condominium may be amended in the following manner :

.1 Notice. Notice of the subj ect matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Associ— ation. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting- Except as elsewhere provided, such approvals must be either by:

(a) not less than seventy—five percent (75%) Of the entire membership of the Board of Directors and by not less than seventy—five percent (7 5%) Of the votes of the entire membership of the Association; or

(b) not less than eighty percent (80%) of the votes of the entire membership of the Association; or

(c) until the first election of directors, only by all of the directors, provided the amendment does not increase the nutaber of apartments nor alter the boundaries of the cornmon elements .

. 3 Proviso. Provided, however , that no amendment shall discriminate against any apartment owner nor against any apartment or. class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner t s share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment - Neither shall an amendment make any change in the section entitled "Insurance , nor in the section entitled t ' Reconstruction or Repair After Casualty" , unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the apartment owners under those certain Leases, a copy of the form of which is attached hereto as Exhibit "E", unless the record owners of the fee simple title to the lands subj ect thereto and the Lessor thereunder shall j Oin in the execution of the amendment. Nei ther shall an amendment make any change in subparagraph 4.4 entitled "Lessor t s Lien Under Certain Leases" unless the Lessor under the aforesaid Leases shall join in the execution of the Amend— ment- Neither shall an amendment make any change in sub— paragraph 4.5 entitled "Community Association I s Assessments and Lien Therefore , unless the Community Assodation shall join in the execution of the Amendment.

.4 Execution and Recording A copy of each amend— ment shall be attached to a Certificate certifying that the amendment was duly adopted which Certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such Certificate and a copy of the amendment are recorded in the public records of Palm Beach County, Florida.

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

. I Destruction- In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement-

.2 Agreement . The condominium may be termina ted by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon- If the

proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy—five percent (75%) of the common elements, and of the record owners of all mortgages upon the apartments t are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have

an option to buy all of the apartments of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of 02tion. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner. and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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

(c) Pa . The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

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

. 4 Shares of Owners after Termination. After termina— t ion of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants— in—common in undivded shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners- Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owner ' s apartments prior to the termination.

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

14 - Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By—Laws and Regulations Of the Association shall not affect the validity of the remaining portions thereof -

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

Signed, Sealed and Delivered in the presence of:

Sandra Trowbridge

Nancy C Rightmire

BOYNTON WEST DEVELOPMENT CORP.

By _____ Vice President

Attest _____ Asst. Secretary

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned author it! personally appeared JOSEPH CAMPANELLI and FRANK CICIONE, as, f)resident and Assistant Secretary respectively of BOYNTON WEST DEVELOPMENT CORP- , and they acknowledged to and before me that they executed the for e— going instrument as such officers of said corporation and that they affixed thereto the ofücial seal of said corporation, and that the foregoing instrument is the act and deed of said corpor at ion.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, State and County aforesaid, on this 12th day of October, 1972.

Sandra Ashford Trowbridge
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES APRIL 14, 1975

A certain parcel of real property in the West: 1/2 Section 29, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, more particularly descr ibed as follows :

From the intersection of the centerline of Ocean Drive with the West line of Section 29, Township 45 South, Range 43 East, as shown on plat of Section 4—A, Palm Beach Leisureville, as same is recorded in Plat Book 29, Pages 30 and 31, Public Records of Palm Beach County, Florida; run thence, North 87 ^{0} 54 ' 06" East along the centerline of said Ocean Drive 260.05 feet; thence, South 0 ^{0} 58 ' 29" East 40-01 feet to the southerly right—of—way line of said Ocean Dr i ve and the Point of Beginning of the herein described parcel; thence, South 0 ^{0} 58 29" East 1023.29 feet to a point in the northerly right—of—way of Lake Worth Drainage District Canal 25; thence South 89^{0} 01 ^{1} 31" West along said right—of—way line a distance of 200.0 feet to a point in the easterly right—of—way line of Congress Avenue, said right—of—way line being parallel with and 60 feet easterly from the West line of Section 29, Township 45 South, Range 43 East; thence North 0 ^{0} 58 ' 29" West along the said Easterly right— of—way line of Congress Avenue a distance of 994.86 feet to the beginning of a curve concave to the Southeast having a radius of 25-0 feet and a central angle of 88 ^{0} 52' 35" ; thence northeasterly along the arc of said curve 38.78 feet to the end of said curve and to a point in the southerly right—of—way line of aforesaid Ocean Drive; thence North 87 ^{0} 54 06" East along aforesaid southerly right—of—way line of Ocean Drive a distance of 175.53 feet, more or less, to the Point of Beginning.

EXHIBIT "A"

OFFICIAL RECORD 2229 PEGE

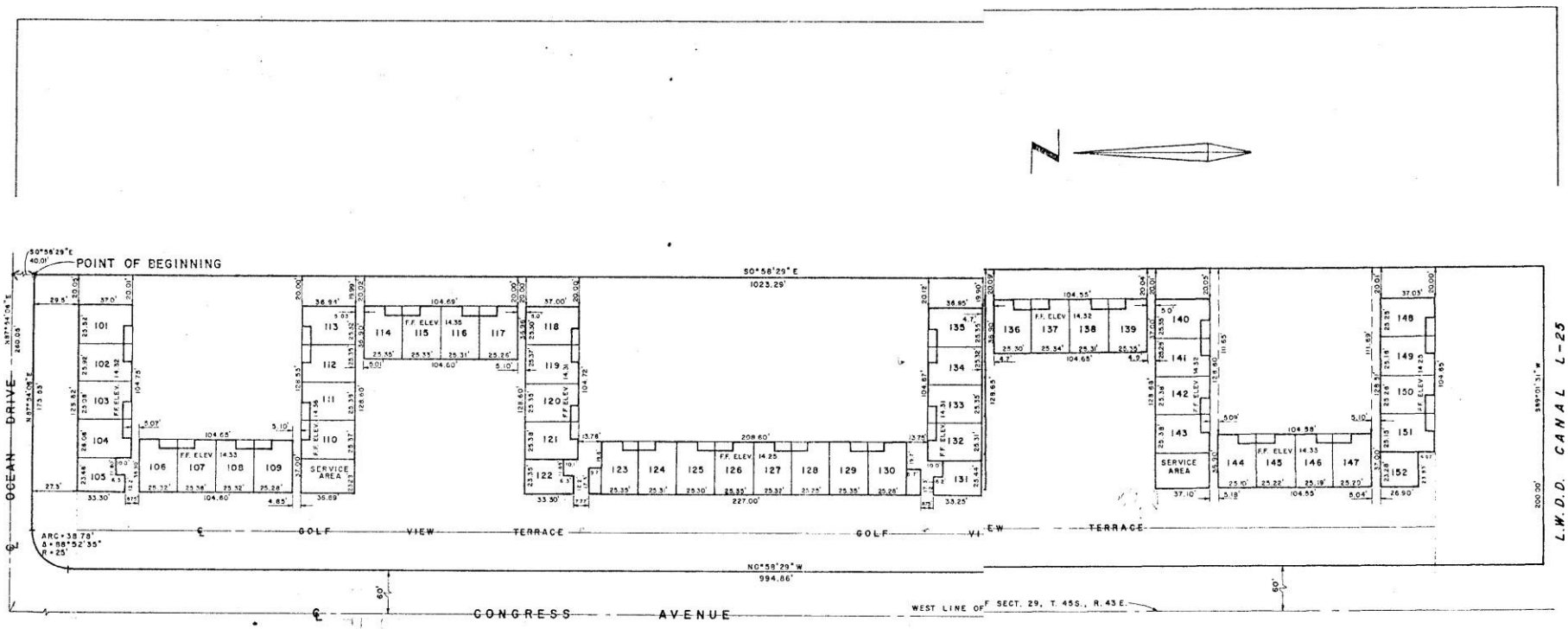

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EXHIBIT "B"

DESCRIPTION - LEISUREVILLE GOLF VIEW NORTH

A certain parcel of real property in the West 1/2 of Section 29, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, more particularly described as follows:

From the intersection of the centerline of Ocean Drive with the West line of Section 29, Township 45 South, Range 43 East, as shown on plat of Section 44, Palm Beach Leisureville, as same is recorded in Plat Book 25, Pages 90 and 91, Public Records of Palm Beach County, Florida, run thence, North 87°54'06" East along the centerline of said Ocean Drive 260.00 feet; thence, South 0°58'29" East 40.01 feet to the southerly right-of-way line of said Ocean Drive and the Point of Beginning of the herein described parcel; thence, South 0°58'29" East 862.29 feet to a point in the northerly right-of-way of Lake Worth Drainage District Canal L-25; thence, South 89°01'31" West along said right-of-way line a distance of 200.00 feet to a point in the easterly right-of-way line of Congress Avenue, said right-of-way line being parallel with and 60 feet easterly from the West line of Section 29, Township 45 South, Range 43 East, thence North 0°58'29" West along the said easterly right-of-way line of Congress Avenue a distance of 994.86 feet to the beginning of a curve concave to the southeast, having a radius of 25.0 feet and a central angle of 88°52'35"; thence, northeasterly along the arc of said curve 38.78 feet to the end of said curve and to a point in the southerly right-of-way line of aforesaid Ocean Drive; thence North 87°54'06" East along the said southerly right-of-way line of Ocean Drive a distance of 175.55 feet, more or less, to the Point of Beginning.

Containing 4.4865 Acres, more or less.

Subject to easements and reservations of record.

SURVEYOR'S CERTIFICATE

I hereby certify (a) that this survey (1) was made on the ground and is correct, (2) shows the location of all improvements and any other matters on the subject property, (3) shows the location of all easements and any other matters of record affecting the subject property per the legal description in such easements and other matters and (4) shows any other matters on the ground which may adversely affect title to the subject property, (b) that there are no encroachments either way across the boundary lines of the subject property except as shown on the survey, (c) that adequate ingress and egress to the subject property is provided by, Congress Avenue, and Ocean Drive, the same being paved, dedicated public right-of-ways maintained by the City of Boynton Beach and Palm Beach County, Florida; (d) that the elevation of all improvements, if any, on the subject property is in accord with all applicable zoning laws regulating the use of the subject property, applicable laws containing minimum setback provisions and covenants and restrictions of record, and (e) that the subject property does not serve any adjoining property for drainage, ingress and egress or any other purpose.

Richard E. Rossi
FLORIDA CERTIFICATE NO. 1475

LEISUREVILLE
GOLF VIEW NORTH

PLAT OF SURVEY OF THE ABOVE DESCRIBED PROPERTY
BOYNTON BEACH, FLORIDA
FOR
BOYNTON WEST DEVELOPMENT CORP.

Rossi and Mahoney
ENGINEERS, INC.
LAND DEVELOPMENT ENGINEERING
BOYNTON BEACH, FLORIDA

Date SEPT. 1973	Designed E. ROSSI	Scale 1" = 50'	Sheet 1 of 1
Approved	Drawn R. ANDERSON	File No. 73-047-2001	
	Checked	Project No. 7307-01	

CERTIFICATE

1, ALBERTO R. LAUDERMAN, 6241 N. W. 110th Street, Hialeah, Flor Ida, certify that the Declaration of condominium of LEISUREVILLE GOLF VIETN NORTH condominiurn, together with the Survey attached thereto as Exhibit B , provide a correct representa— tion of the improvements described in said Declaration of Condominiun, and that there can be determined therefrom the identification, location, dimensions and size of the common elements, and of each apartment of LEISUREVILIJE GOLF NORTH & a Conclominiura, located in palm Beach County, Florida.

DATED:

3/7/73.

Alberto R. Lauderman

(SEAL)

STATE OF FLORIDA

DEPARTMENT OF STATE

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

LEISUREVILLE GOLF VIEW NORTH CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 9th day of March, A.D., 19 73, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 12th day of March, A.D., 19 73.

Richard (Dick) Stone

SECRETARY OF STATE

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3-29-72

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EXHIBIT C

ARTICLES OF INCORPORATION

OF

LEISUREVILLEGOLE VIEW NORTH CONDOMINIUMASSOCIATION,INC.

The undersigned hereby associate •themselves for •the purpose of -Eon-aing a corporation not for profit under Chapter 617 , F IcÆda Statutes, and certify as follows :



ARTICLEI.

NAME

The name Of the corporation shall be tEISÜ2EVILLE VIE COLF NORTH CONDOMINIUM ASSOCIATION, INC- For convenience the corpo— ration herein shall be referred to as the Associa

ARTICLE 11.

PURPOSE

I. The purpose for which the Association is organized is to provide an entity purst*nt to Section 7 IL -12 of the Condominium Act, which is Chapter 711, Florida Statutes, for the operation of LEIS UREVXT.TF. GOLF NORTH , a condominium, located upon the following lands in Palm Beach County, Flor Ida:

A certain parcel Of real property in the West 1/2 Section

29: Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. The Association shall make .no distributions of income to its members, directors or officers-

ARTICLE 111-

POWERS

The powers of •the Association shall include and be governed by the following provisions :

I - The Association shall have all Of the cormon Law and statutory powers of a corporation not for profit which are not in conflict with the terms Of these Articles.

2 . The Association shall have all of the powers and duties set forth in the Condo:ninium Act except as I imit-ed by these Articles and the Declaration of Condorainium, and all Of the powers and duties reasonably necessary to operate the Condominium as se forth in the Declaration thereof and as it may be araended from time to time, including but: not I imited to the following :

(a) To make and collect assessments against men-bers to defray the costs, expenses and losses Of the condominiu,-a-

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(b) To use the proceeds of assessments in the exercise of its powers and duties-

(c) The maintenance, repair, replacecnent and operation of the condo:nini-urn prooerty -

(d) The purchase of insurance upon the condominiura property and insurance for the protection Of the Association and its members.

(e) The reconstruction of improvements after casualty and the further improvement of •the' property-

(f) TO make and amend reasonable regUIations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effe#ive-

(g) TO approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration OE Condominium and the By—Laws -

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles , by—laws of the Association and the regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such contractor all powers and duties o f the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the merabership of the Association-

(j) To contract for the management or operation of portions OE -the common elements susceptible to separate management or operation, and to lease the same-

(k) To employ personnel to perform the services required for proper operation of the condominium-

(I) To enter into, as Lessee, a Ninety—Nine Year Lease to a portion of -the land and to make and collect assessments against members to defray the costs of taxes and rental thereunder and the cost of maintenance, repair, replacement and operation of the improvements thereon.

3. All funds and •the titles of all properties acquired by the Association and the proceeds thereof shall be held in -trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By—Laws.

4 . The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By—Laws.

ARTICLE IV.

UNBERS

I - 'I°ne raerrbers of the Association shall consist of a IL Of •the record owners of apartments -

2- Change of raembership in the Assocxatian shaLL be es— tab L i shed by the recording in the public records of Pa Lra Beach County, Florida, OE a deed or other instrument establishing a record title to an apartment in the condominiura and the delivery to the Association of a certified copy of such ir:strucaent, t-he owner des ignate& by such inst:ruraent •thereby becoraing a membof the Association - The membership of the prior owner shall be thereby terainated-

3- The share of a mew.ber in the funds and assets of -the Association cannot be assigned, hypotheca ted or transferred in any manner except as an appurtenance to his apartment-

4The members of the Association shall be entitled to. at least one vote for each apartment owned by them. The exact: number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By—Laws of the Association.

ARTICLE V.

DIRECTORS

I - The 7 ffairs of the Association will be managed by a board consisting of -the number of directors as shall be determined by •the By—Laws, but not less than three directors, and in the absence of such determination shall consist of -three directors-

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

3 - The f i election of directors shall not be held until of apartrgents of the condominium have been sold developer, until after January I, 1974 or until developer elects to terminate its control of the cond0Eniniut-a, whichever shall first occur. The directors herein named shall serve until the first election of directors, and any. vacancies in their number occur ing before the first election shall be filled by the remaining directors-

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

JOSEPH CAMPANELLI	100 North Congress Avenue Boynton Beach, Florida 33435
FRANK CICIONE	100 North Congress Avenue Boynton Beach, Florida 33435
CONSTANTINO CICIONE	100 North Congress Avenue Boynton Beach, Florida 33435

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ARTICLE VI.

OFFICERS

The affairs of the Association shall be adtainistered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure Of the board of directorsThe names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President :	JOSEPH CAMPANELLI 100 North Congress Avenue Boynton Beach, Flor ida 33435
Vice President and •Assistant Secretary:	FRANK CICIONE 100 North Congress Avenue Boynton Beach, Florida 33435
Secretary-Treasurer:	CONSTANTINO CICIONE 100 North Congress Avenue Boynton Beach, Florida 33435 .

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be inderanified by the Association against all expenses and liabilities, including counsel fees r reasonably incurred by or imposed upon him in connection any proceeding to which he may be a party, or in he may become involved, by reason of his being or haying been a director or officer of the Association, or any settlenent thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adj udged guilty of willful. misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement: as being for the best interests of the Asssociation- The fore— going 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 VIII

BY-LAWS

The first By—Laws of the Association shall be adopted by the board of directors, and may be altered, amended or rescinded in -the manner provided by the By—Laws.

ARTICLE IX-

AMENDMEä.1TS

Araenaments to the Articles of Incorporation shall be proposed

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and adopted in the following manner :

1. Notice of the sub* ecz matter of a proposed araend:aent shall be included in the notice of any meeting at which a proposed amendn.ent: is considered -

2 A resolution aporoving a proposed amendment may be proposed by either •the board of directors or by the mernbers of the Association - Directors and metp-bers not present. in person or proxy the meetings considering the amendzaent may exp:ess their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting - Except as elsewhere provided ,

(a) such approvals must be not less than 7 o the entire meiıership of the board of directors and by not Less Chan 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association-

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of mer&ers, not any change in Section 3 of Article 111, without approval in writing by all members -

4 - A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Palm Beach County, Florida.

ARTICLE X.

T ERN

The term of the Association shaLL be the Life of the con— do:ninium, unless the Association is terminated sooner by unanimous action Of its members . The Association shall be terminated by the termination Of the condominium in accordance with the pro— vis ions of the Declaration of Condominium- ARTICLEXI.

SUBSCRIBERS

The names and residences of the subscribers of these Articles of incorporation are as follows :

JOSEPH CAMPANELLI	100 North Congress Avenue Boynton Beach, Flor ida 33435
FRANK CICIONE	100 North Congress Avenue Boynton Beach, Florida 33435
CONSTANTINO CICIONE	100 North Congress Avenue Boynton Beach, Flor ida 33435

TN WITNESS THEREOF the ubscribers have hereto affixed their subscribers signatures of February, 1973.
•this --274 day

JOSEPH CAMPANELLI

FRANK CICIONE

CONSTANTINO CICIONE

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JOSEPH CAMPANELLI, FRANK CICIONE and CONSTANTINO CICIONE, who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 27th day of February, 1973.

Notary Public of
State of Florida at Large

My Commission Expires :
MY EXPIRES 1575.

PEACE 0? BUSINESS OR FOR THE SERVTCE
OF PROCESS THIS AGENT UPON

PROCESS SERVED-

In pursuant of Chapter 48.097 , Florida Statutes, the following is subr-ittedz in con.pLiance with said Act;

F i rs e— LEIStREViLLE GOLF NORTH CONDOMINIUM ASSOCIATION,

desir ing to organize under the laws of the State of Florida

INC.

with its principal office, as indicated in the Artic Les of

Incorporation at City oz~~ Boynton Beach~~ County of Palm Beach,

~~and~~, State of Florida, has named RICHARD W LA.!ORRISON

located at 2810 E . Oakland Park Boulevard, Fort La uderdale,

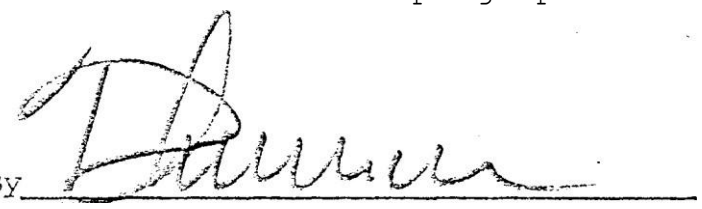
Broward County, Flor Ida, as "its agent to accept service of process within this State.

Having been nataed to accept service oc pnocess forthe above—stated corporation, at place designated in this Certificate,

-T hereby accept to act in this capacity, and agree to comply

wit-b the provisions of said Act relative •to keeping open said

of Lice

By 

Re's ident Agent
RICHARD W. MORRISON

A certain parcel of real property in the West 1/2 Section 29, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, more particularly described as follows:

Fron the intersection of the centerline of Ocean Drive the West line of Section 29, Township 45 South, Range 43 East, as shown on p Lat of Section 4—A, Palm Beach Leisurevi1Le, as same is recorded in Plat Book 29, Pages 30 and 31, Public Records of Palm Beach County, Florida; run thence, North 87 34 00 East along the centerline of said Ocean Drive 260.05 feet; thence, South 0 ^{0} 58 29" East 40.01 feet to the southerly right-of-way line of said Ocean Drive and the Point of Beginning of the herein described parcel; thence, South 0^{0} 53 '29" East 1023.29 feet to a point in the northerly right—of—way of Lake Worth Drainage District Canal 1—25; thence South 89^{0} 01 31" West a lang said right—of—way line a distance of 200-0 feet to a point in the easterly right—of—way line of Congress Avenue, said right-of-way line be ing parallel with and 60 feet easterly from the West line of Section 29, Township 45 South, Range 43 East; thence North 0 ^{0} 58 ' 29" West along the said Easterly right— of—way line of Congress Avenue a dis tance 994.86 feet to the beginning of a curve concave to the Southeast having a radius of 25.0 feet and a central angle of 88 ^{0} 52 ' 35" thence northeaster Iv along the arc OF sazu cue ve 30-73 feet to the end of said curve and to a point in the southerly right—of—way line of aforesaid Ocean Drive; thence North 87 ^{0} 54 06" East along aforesaid southerly right—of—way line of Ocean Drive a distance of 175-53 feet, more or less, -to the Point of Beginning.

EXHIBIT "A"

OFFICIAL RECORD 2229 PIGE

B Y - L A W S

of the

LEISUREVILLE GOLF VIEW NORTH CONDOMINIUM ASSOCIATION, INC .

a corporation not for
profit under the laws
of the State of Florida

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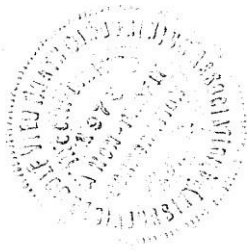
1 . Identitv- These are the By—Laws of the LEISUREVILLE GOLF VIEW NORTH CONDOMINIUM ASSOCIATION, INC., herein called Association, a corporation not for profit under the laws of the State of Flor Ida, the Articles Of Incorporation of which were filed in the office of the Secretary of State on March 9, 1973. The Association has been organized for the purpose of adminis— ter ing a condominium pursuant to Chapter 711, Florida Statutes, herein called the Condominium Act, which condominium is identified by the name LEISUREVILLE GOLF VIEW NORTH and is located upon the following lands in Palm Beach County, Florida :

A certain parcel of real property in the West 1/2 Section 29, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, more particularly descr ibed in Exhibit "A" attached hereto and made a part hereof.

. I office. of the Association shall be at 100,200 & 300 S.W. Golf ,view Terrace, Boynton Beach, Florida, 33435.

-2 The fiscal year of the Association shall be the calendar year .

-3 The seal of the corporation shall bear -a-le name of the corporation, the word " Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows :



2 Member s t meetings.

. I The annual members ' meeting shall be held at the office of the corporation at eight o'clock P- M. , Eastern Standard Time, on the first Tuesday of February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

EXHIBIT D

. 2 special members' meetings, shall be held whenever called by the president or Vice President or by a majority of the Board' of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one—third of the votes of the entire membership.

. 3 Notice of all members' meetings stating the time and place and •the objects for which the meeting is called shall be given by the president or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at !ais address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or a fter meetings .

.4 A quorum at members [1] meetings shall consist of persons entitled to [æ]cast a -majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall con— stitute the acts of the members, except where approval by a greater number of members is required by the Declaration of condominium, the Articles of Incorporation or these By—Laws .

. 5 Voting.

(a) In any meeting of members the owners of an apartment shall be entitled to cast one vote unless the de- cision to be made is elsewhere required to be by the owner of a stated percentage of the coma-non elements .

(b) If an apartment is owned by one person his right •to vote shall be established by the record title to his apartmen t. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed. with the secretar.y of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice—president and attested bv •the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certi— ficate designating the person entitled to cast the vote of an apartment may be revoked by an owner thereof. If s•ach a certificate is not on file, the vote of such ow•ners shall not be cons idered in determining the requirement for a quorum nor for any other purpose.

.6 Prox».es. Votes may be cast in person or by proxy. proxies may be made by any person entitled to vote and shall be valid only for the particular meeting des ignated therein and must be filed with the Secretary before the appointed time of the meeting.

F C k2229

• 7 Adjourned meetings If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is pres ent .

. 8 The order of business at annual members' meetings , and as far as practical at all other members' meetings, shall be:

(a) Election of chairman of meeting.

(b) calling Of the roll and certifying of proxies .

(c) Proof of notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes -

(e) Reports of officers.

(f) Reports of committees.

(g) Election of inspectors of election.

(h) Election of directors.

(i) Unfinished business.

(j) New business.

(k) Adj ournment.

. 9 proviso - provided, however, that until the Developer of the condominium has completed the improvements ana cloged the sales of all of the apartments of the condominium or until January I, 1974 or until Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors .

3 . Directors .

.1 Membership The affairs of the Association shall be managed by a board of not Less than three nor more than nine directors, the exact number to be determined at the time of election .

.2 Election of directors shall be conducted in the following manner:

(a) Election of directors shall be field at: the annual members ' meeting .

(b) A nominating cornmittee of five (5) members shall be appointed by the board of directors not less

than 30 days prior to the annual members' meeting. The comtnit-tee shall nominate one person for each director then serving. Nominations may be made from the floor.

(c) The election shall be by ballot (unless dis— pensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting .

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(d) Except as to vacancies provided by removal of directors by members, vacancies in •the board of directors occurring between annual meetings of members shall be fil Led by the remaining directors .

(e) Any director may be removed by concurrence of two—thirds of the votes of the entire membership at a special meeting of the members cal Led for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(f) provided, however, that until the developer of the condominium has completed all of the contemplated im—provements and the sales of .aII of -the apartments 'of the con— dominium, or un til January 1, 1974 or until Developer elects •to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve; and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer-

-3 The term of each director's s envy ice shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.4 The organization meeting of a newly—elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

.5 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 at least three days prior to the day named for such meeting .

.6 Special meetings of the directors may be called by the president and must be called by the Secretary at the writt$2n request of one—third of .the directors- Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of Che meeting.

.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

.8 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 where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By—Laws-

. 9 Ad iourned meetin3s . If at any meeting of the board of directors there be less than a quorum present, the majority of these present may adjourn the meeting from time to time until a quorum is present - any adjourned meeting any busi— ness which might have been transacted at the meeting as origi— na11y called may be transacted without further notice-

.10 50 inder in meeting by_ approval of minutes. The joinder of a director in t.he action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.-11 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 pres ide In the absence of the presiding officer the directors present shall designate one of their number to pres ide.

.12 The order of business at directors' meetings shall be

(a) Calling the 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 bus iness.

(h) Adj our nment.

.13 Directors fees, if any, shall be determined by the members.

4. powers and duties of the board of directors- All of the powers and duties of the Association existing under the Condominium Act, Declaration of condominium, Articles of In—corporation and these By—Laws shall be exercised exclusively by the Board of Directors, its . agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

5. Officers .

.1 The executive officers of the corporation shall be a president, who shall be a director, a Vice president who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board Of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more o ffices except •that the president shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association -

.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs Of the Association.

. 3 The Vice President shall in the absence or d is— ability of the president exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors .

.4 The Secretary shall keep the minutes of all pro— ceedings of the directors and the members - He shall attend to the giving and serving of all notices to the members and directors and other •notices as required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly s igned. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of pecretary of an associati.on and as may be required by the directors or the president. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent .

. 5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences Of indebtedness He shall keep the books o •E the Association in accordance with good accounting practices; and he shall per form all other duties incident to the office of Treasurer .

. 6 The compensation f all officers and employees of the Associa ion shall be fixed by the directors This provision 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 the condominium.

6.Fiscal management. The provisions for fiscal manage— ment of the Association set forth in the Declaration of Con— dominium and Articles of Incorporation shall be supplemented by the following provisions :

. I Accounts The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses :

(a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures charge— able to reserves, to additional improvements or to operations . The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year .

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional improvements, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the connon elements .

.2 Budget i he board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current exoense, the amount for which shall not exceed 1-05% of the budget for this account for the prior year. .

(b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year .

(c) Reserve for replacement, the amount for which shall not exceed 105% of -the budget for this account for the prior year.

(d) Betterments, which shall include the funds co be used for capi expenditures addi t ional improvements or additional personal property which shall be part of the con-mon elements, the amount for which shall not exceed $10 , 000; provided, however, that in the expenditure of this fund no sum in excess of $3, 000 shall be expended for a single item or pur— pose without approval of the members of the Association.

(e) provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% Of the votes of the entire membership of the Associ— at ion; and further provided, however, that until the developer of the condominium has completed all of the contemplated im— provernents and closed the sales of all of the apartments of the condiminium or until January I, 1974 or until the Developer elects to terminate its control of the condominiura, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves .

(f) copies of the budget and proposed assessments shall be transmitted to each member on or before Decernber I preceding the year for which the budget is made If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member .

. 3 Assessments . Assessments against the apartment owners for their shares of the items of the budget shall be made

for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. such assessments shall be due in such periodic install—

OFFICIAL RECORD

entsas the Board of Directors shall from time -to time determine. If ar- annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and installment payments thereon shall be due upon each installment payment date until changed by an amended assessment . I n the event the annual assessment proves. to be insufficient, the budget and assessments therefor may be amended at any -time by the board of directors if the items of the- amended budget do not exceed the limitations thereon for that year. Any amount which does exceed such I imitations shall be subject to the approval of the membership of the Association heretofore required. Alltended assessments shall be due and payable as -determined by the Board of Directors . The- first -assessment shall- -be determined by the Board of Directors Of the Association.

.4 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than 10 days after delivery thereof •to the apartment ox,mer, or not Less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur .

.5 Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the annual —assessments for common exoensec: shall be made only after notice of the need therefor to the apartment ot.vners concerned. After such notice and upon approval in writing by persons entitled to cast more than one—half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association may require in the notice of assessment.

. 6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors . and in which the moneys of the association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

.7 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than March 1 of the year following the year for which the report is made-

.8 Fidel i tv bonds shall be required by the Board of Directors from all persons handling or responsible for Associ— ation funds. The amount of such bonds shall be

determined by the directors, but shall be at least one—half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

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7. parliamentary rules. Roberts' Rules of Order (latest edi t ion) shall govern the conduct of the Association meetings when noc in conflict with the Declaration of condominium, Ärtic1es of Incorporation or these By—Laws.

8. Araendlaents . These By—Laws may be anended in the following manner :

.1 Notice of the subject matter of a proposed amend— ment shall be included in the notice of any meeting at which a proposed amendment is cons idered.

. 2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting- Except as elsewhere provided, such approvals must be by either

(a) not less than 7 5% of the entire membership of the board of directors and- by not less than 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association; or

(c) until the first election of directors, by all of the directors.

.3 proviso . Prov idea, however, that. no amendrnent shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apart— ment otømers so affected shall consent- NO amendment shall be made which is in conflict with the Articles of Incorporation ox: the Declaration of Condominium.

.4 Recording.. A copy of each amendment shall be attached to a certificate certifying -that the amendment was duly adopted as an amendment of the Declaration and By—Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of palm Beach county, Florida-

The foregoing were adopted as the By—Laws of LEISUREVILLE GOLF

VIEW NORTH CONDOMINIUM ASSOCIATION, INC . , a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on [illegible] 12, 1973.

Secretary

Approved:

President

meeting of the board of directors on

OFFICIAL RECORD

A certain parcel of real property in the West 1/2 Section 29, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, more particularly described as follows:

From the intersection of the centerline of Ocean Drive with •the West line of Section 29, Township 45 South, Range 43 East, as shown on plat of Section 4—A, Palm •Beach Leisureville, as same is recorded in Plat Book 29, Pages 30 and 31, Public Records of Palm Beach County, Florida; run thence, North 87 0 54 ' 06" East along the centerline of said Ocean Drive 260.05 feet; thence, South 0 0 58 29" East 40.01 feet to the southerly right—of—way line of said Ocean Drive and the Point of Beginning of the herein descr ibed parcel; thence, South 0 0 58 29" East 1023.29 feet to a point in the northerly right—of—way of Lake Worth Drainage District Canal L—25; thence South 89 0 01' 31" West along said right—of—way line a distance of 200.0 feet to a point in the easterly right—of—way line of Congress Avenue, said right—of—way line be ing parallel with and 60 feet easterly from the West line of Section 29, Township 45 South, Range 43 East; thence North 0 0 58 29" West along the said Easterly right— of—way line of Congress Avenue a distance of 994.86 feet to the beginning of a curve concave to the Southeast having a radius of 25.0 feet and a central angle of 88 0 52 '35" ; thence northeasterly along the arc of said curve -38.78 feet to •the end of said curve and to a point in the southerly right—of—way line of aforesaid Ocean Drive; thence North 87 0 54 06" East along aforesaid southerly right-of-way line of Ocean Drive a distance of 175.53 feet, more or less, to the Point of Beginning.

EXHIBIT "A"

OFF OL RECORD 2229 PAGE

Palm Beach Leisureville
Recreation Lease

59

THIS LEASE, made and entered into this _____ day of _____, 19_____, by and between

Joseph Campanelli and Alfred Campanelli, as Trustees, hereinafter referred to as "Lessor", and _____

_____

as owner of the property described in Schedule 1 attached hereto and made a part hereof, hereinafter referred to as "Lessee".

WITNESSETH:

THAT in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto and the payment of the rental hereinafter designated to be paid by Lessee in accordance with the provisions of this Lease, Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto said Lessee, their heirs and assigns, an undivided one-five-thousandth fractional leasehold interest in and to the following described property situate, lying and being in Palm Beach County, Florida, to wit:

Properties described in schedule 2 attached hereto and made a part hereof.

To h.ve and to hold the premises d:scribed in Schedule 2 attached hereto and such additional lands as may he made subject hereto as providzd in Artic!z 29 hereof. together with the tenements, appuctenances thøeunto belonging or in anywise or appertaining. to the rents, B,ues, and profits thereof. (save and except the rents and •other amounts due the Lessor by Lessee herein) unto said Lessee for the terry*

of y?ars beginning ort the first day of 19 and ending-on the thirty-first day of December, 2069. unless terminated prior said in aecoidance *With the terms

1. TERM: The- term of This Lease shan bägin on the day of 19 . and shall run for, a period Of years, ending on the 31st day of 200 stiléss detrninated prior. to. said date in accordance with the terms and conditions hereof.

2. POSSESSION: Possession Shau be deliVeted tethe X.essee on the 1st day of , and' Lessee shall be entitled to peaceful possession of the same so long as Lessee is not in default under the terms of this Lease. At the expiration of said term,! possession of said property be redelivered by Lessee to Lessor. Notwithstanding that possession shall be delivered to Lessee. Boynton Wesi Development Corp.. by contract with the Lessor, shall have the right to retain exdusive possession of any n::cessary portion oi the recreation builchn+ located on the subjec :eraises for so long as Boynton Wesc Development Corp. Shan require the use thereof as a sales office in connection with the promotion and development o attn Beach Leisuceville Community.

3. LESSOR'S INTEREST: Lessor covenants that Lessor is lawfully entitled to enter into .this Lease.

4. RENTAL: The Lessee covenants and agrees to pay tender ot the United States Of America, cc—wit;

A monthiy rental Of Twenty Dollars (520.00) commencing on the first day 0t and payable month} in advance on the first day of Fach and. every Calendar month during the term

In addition to the minimum rental specified above, the Lessee Exees to pa' to the Lessor. as additional rent here4nder. in equal monthly instaHments,. %hich are to be added to the installments Of minimum rent paid A:tic'.e 23 hereunder.

The rent due hereunder, mea ing the minimum rent, plus any increases thereof as may be required pursuant to Article shati be and constitute; net reat to the Lessor and is

in additi n to the payment of ml estace taxes, assessments, insurance premiums, maintenance expense or other expense to which the Lessee rhay be put, and has agreed to pay, In accordance with the terms, provisions and conditions ot this lease, and no deductions for the foregoing! shall be made from the said installments Of rent.

5. LESSEE'S LIABILITY INSURANCE RESPONSIBILITIES: ASSOCIATION AS AGENT. Lessee Shan, during the entire term hereof, and in, coeiunction with the other hold%s of one-five-thousandth fractionat leasehold int:rests and by and through PALM BEACii LEISUREVtLLE COM.MUNITY. ASSOCIATION, INC.. a Florida non-profit corporation. (herein referred to as the ASSOCtAT'iON), as Lessee's agent. which agency Lessee hereby accepts, at, all times, save and keep Lessor harmless from any and all damages and liability occasioned by the use of the demised premises and shall indemnify and keep*

harmless Lessor from and against any loss. cos:, damage and expense arising out of and in connection with any building. swimming pool, or other improvements thereon, and out Of any accident causing injury to any person or property Whomsoever and Whatsoever and due directly to the use 07 occupancy Of said, premises. including the approaches, sidewalks and appurtenances thereof and thereto. and Lessee covenants and agrees to provide at Lessee's expense.
of insurance generally known as pubiic liability policies and/or owners'. landlords' and tenants' liability policies. insuring Lessee and Lessor against all by Whomsoever, for injuries

rec.:ived in connection •.vith the operation and the located upon the demised premises, including the approaches. sidewalks and appurtenances thereto and thereof, to the extent of

not l:ss thani to cover Or damage from any single or specific cause to any one (1) person and to the extent ot not less than S5n0.OCO.OO to cover chim ,or damage in connection with any one (l) snrticular occurrance. Said poücy or policies above specified shall be maintained in companies satis•' to and approved by Lessor, and original policies shall be delivered to Lessor ior safekeeping.

6. PERSONAL LIABILITY: It is contemplated between Lessor and Lessee that the Lessee shall have full and complete and exclusive control and possession of the leased premises, and, therefore, Lesse: shatl, except to the extent hereinafter expressly provided. any be exciusively responsible and liable to any; thi.cd parties by reason of any damage or personal injury of any kind sustained by them upon the premises or occasioned by any ects Lessee or by breach or default of the Lessee. ions,

7. DAMAGE OR DESTRUCTION OF BUILDINGS. : . parkies agree and covenant that damage to or destruction of the buildings or any thereof on ality the demised premises at any •time by fire,act of Cod shan not work a termination of this Lease oc authorize Lessee or those ing by, through or under him, to quit or surrender possession of said premises, or any part thereof. and shall not release Lessee in any way from his to pay to Lessor the rent provided for herein or from any of the agreements. covenants, -and conditions of this Indenture. la the event of loss, destruction of . damage to the building or buildings now located or hereafter erected upon th2 demised premises, Lessee agrees and covenants to rebuild Dr restore a like: building or buildings and improvements of equal value and quality to the Ones destroyed, Injured or damaged as often as

such destruction or damage may OCCUr4

8. TAXES: The Lessee covenants and agrees with Lessor that Lessee will cause to have promptly paid. in addition to the rents provid:d to be paid under this Lease, and as a further part of the consideration to be furnished by Lessee, all taxes levied or assessed at any or all times during the term hereof i by any and all taxing authorities, including atl taxes, charges, assessments, and in gen:ral. all taxes. tax liens in the nature of

taxes which may be assessed ist thedemised premises acd against the budding. fixtures. improvements thereon or which may hereafter be placed thereon, iaciudiag all taxes which

are or may be assessed by any governmental authority including but not limited to the city. state, county. nationnl, special drainage. school or other taxing districts ,or otherwise 2nd specifically including any tax which may be levied against the use of the land by any such taxing authorities, together with any imerest. penal-i t±es or other charges which may accrue thereon; provided, however, that in the event that any of the said taxes Of assessments are payable according to the: terms o! their imposition in installments, then the Lessee

shall have the right to pay the Same as such installments fan due. Florid. State Sates Tax on rentals, ti! appiicable to this Lease. shall be paid by Lessee.

The parties understand and agree that Lessee shall pay the taxes and other charges as enumerated in this Article 2nd shall deliver officiat receipts evidencing such payment to Lessor at the same place as has been designated by Lessor as the place at which rental payments are required to be made. which payment of taxes shaft be made and said receipts delivered at least forty-five (45) days before said taxes would become delinquent in accordance with the Inv then ia force governing the payment of such tax or taxes. If. however. Lessee desires to contest the validity of any tas or claims, Lessee may do so •.vithottz being in default hereunder as to its obligation to pay taxes; provided, Lessee gives Lessor written notice -of its intention to do so and funishes Lessor with a cash bond in One and one-half (11/2) times the amount of the tax item or items to be contested, conditioned to pay the tax item or items when the v2tid;ty (hereof finally has been determined. which said written notice and bond sh2t• =iven by Lessee to Lessor not later than a date which is forty-five (45) days before the tax item or items proposed to be contested would o•.herWise bccom, •—ünquent. The failure of Lessee to pay taxes or other charges as enumerated in this Article and furnish the receipts thereof, or to furnish the written notice and bond herein referred to not later than forty-five (45) days the said tax or taxes or any item of them would become delinquent shall const:tute Lessee in default under this Lease at Lessor's option as hereinafter set forth. ,

9. I'TILITY CHARGES: Lessee agrees and Covenants to pay all charges for utilities supplied to the demiied premises, whether they are supplied by a public or private firm. and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, i telephone, sewer, if any, and arty other type of utility or any type Of service charge.

ln. COMPLIANCE WITH REGULATIONS OF PUBLIC noDIES: Lessee covenants and agrees that he will. at his own expense. make such improvements on the demised premises and perform such acts and do such things as shan be lawfully required by any public body having jurisdiction over same in order to comply With sanitary, fire, hazard, zoning. setback and other similar requirements designed to protect the public.

1 1. LAWFUL USE OF PREMISES: Lessee covenants and agrees that during the term hereof it wilt conform to and observe all ordinances. rules. laws and regulations of all public authorities and boards Of o(ficers relating to said premises. or improvements upon the same. ot use thereof. and wilt not during such time pern+t the same to be used for any illegal or immoral purpose. business or occupation; provided that a violation of this section shall operate as a breach of this Lease only in the event that the property herein d:scribed shall be closed by the proper legal authorities for any or immoral purpose. basin:ss or occupation. and Lessee has failed to abate such cond'tion or has failed to take reasonable steps to obtain such abatement with fifteen (15) days after such closing. In the event of such tailure on the part of Lessee, and the exercise of Lessor's option to treat the same as a breach of this Lease, such breach and the right to terminate shall exist Only after the expiration of fifteen (15) days' written notice and demand for the abatement of sueh condition.

This Instrument was prepared by :
Richard W. Morrison

leman, Leonard, Morrison & Riddle
P.o. Box 1 1 166
Ft. Lauderdale, Fla. 33306

OFFICIAL RECORD 2229

12. INSPECTION OF PREMISES: agrees and covenants that I.essor. or -its agent. at alt reasonab!e times and during all reasonab!e hours. have free ace-ess to said demised premises and to any buildings or structurrs that may at any tinte be thercoa. any part thereof. for the purpose Of exainining or inspecting the of the same or of exercising any right or power reserved to Lessor under the terms and provisions 01 this Indenture.

13. L IENS CREATED BY LESSEE: Lessee covenants . and agrees that he or the Association, as Lessee'S agent. has no power to incur any indebtedness giving a rigat to a lien of anv kind or upon the right, title and interest Of Lessor in and to laud covered by this I-case and that no person ever be entiticd to any lien dl.eecti_v or inditEt1y derived through or under him. or his agents or Servants. or Oil account of any act or ornmission Of . which shall be co the interest in this Lease Teserved Lessor upon the k•ased premises. All with Lessee for furnishing m.Kr--riats labor to I„c.ßee• oc his or servants. as well as persons whomsoever. shall be bound by t)iis . provision of this Lease. Should any Such lien be filed, E.tssee shall d:scilarge thz same by paying it or by filing a bond or otherwise as permitted by law.

Prior to the demolition by Lessee or the Association. as Lessee's agent of any improvements located on the demised premises and prior to the construction performance com- rncnZ2mznt of net any improvem:nts by Lessee. at any time upon the leased Lessee the as his agent, futnish . Rta.•o Lessor a and pa yrn:nz bond with corporate Surety satisfactory to Lessor in an Yamouat equal to the cost of any improvement to he constructed upon said premises conditioned to cotnpiet.: and pay the same free ciear of liens Lahor and and, conditioned furthet to folly i,-lilemniiy and save harmless Lessor from aii costs. daraåges. liabilities Of every nature and character which may be suffered by Lessor by reason Of the failure Of iLessee to complete and to fully pay for improvements. .

14. INDEMN(FICATIQN AGAINST CLAIMS: Lessee shall indemnify aqd save harmless Lessor from and 2gainst any and all clÄims. suits. actions, damages, and/or causes of action arising during the terrn of this Lease for any -personal injury, loss Of tifc and/or to property sustained in or about . the demised pcemises. or the • buildings and improvements thereon. the appurtenances thereof. or upon the adjacent sidewalks. approacnes or streets, and from and against all costs, counsel fees. expenses and liabilities-• incurred in and _ about -a-ny such claim*. investigations thereof. ot the defense of any action or proceedings brought thereon. and from and against any orders. judgments, or decrees which may be ent:red in respect thereto.

15. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event Lessor is compelled to incur any expense in CO!IeCting any sum Of money due under this Lease. for rent or otherwise. or in the event suit shall be brought by Lessor for the purpose of evicting or ejecting the Lessee from the leased . premises, or if Suit be brought by Lessor for the purpose of compeNing the payment of any other sums which should. be paid by Lessee under the terms hereof, or for the purpose Of enforcing performance by L.essee of any the several agreements. conditions and covenants contained herein. I.esg,ee covenants and agrees to pay to Lessor ail expenses and costs Of licigation, including a reasonable attorney's fee for Lessor'S attorney, provided such suit terminates in favor Of Lessor.

„Any Sums due undet the terms and provisions Of this paragraph may be properly taxed by a •court Of competent jurisdiction against Lessee.

Any sums due under the terms and provisions of this paragraph shall constitute a lien against the interest of Lessee in the premises and his property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

16. ACCEPTANCE OF PREMISES: It is further Covenanted and agreed that Lessee in acquiring this Lease has done so as the result of a personal inspection Of the premises and that no renresentations Of any kind or nature whatsoever have been made by Lessor and that only the terms this Lease are to be binding upon Lessor and Lessee.

17. WAIVER: It is covenanted and agreed that no waiver Of a breach Of any Of the covenants of this Lease shall be considered to be a waiver Of Succeeding breach Of the same covenant.

18. TRANSFER OF LESSOR'S INTEREST: Lessor shall have the right to sell or assign to others its right to receive money and czhet •things of value accruing to it by reason ot this Lease.

19. INTEREST: All Sums Of money required to be paid by Lessee to Lessor shall bear interest from the due date or maturity thereof at thc rate of ten percent (10%) per annum until paid. which interest shall be due and payable to Lessor upon its written demand.

20. EVENTS OF DEFAULT: Should Lessee at any time auring the term or this Lease be adjudged a bankrupt or ottectty or Indirectly suffe.- or permit an involuntary or vo!untary petition in bankruptcy to be filed against him and %ernain pending for a period of seventy-five (75) days, or should a Receiver or Trustee be appointed for property and not be discharged within (75) days, 05 should any order Of any court of competent jurisdiction be entered and remain in effect for a period Of Seventy-five (75) days Continuing the Lessee in possession Of the leased property, should Lessee's leasehold interese be levied upon and said levy be not discharged within fos-ty-five (45) days theft.•after, or should Lessee fail to promptly make the rtcc öhary return and reports required by State and federal law, or should Lessee fail to promptly pay when due all taxes of whatsoever kind required to b: paid to the State or Federal governments or any subdivision thereof, if this Lease specifically requires such payment by Lessee hereunder, then and upon the happening ot any of the aforesaid events, Lessor shall have the right at its election to consider the same a material default on the part of. Lessee of the terms and ptovisions hereof, and in the event such default is not cured by Lessee within a period OE forty-five d.oys notice to Lessee of exjs:ence Of default, Lessor shall have the Option of declarating this Lease terminated 2nd the interest of Lessee forfeited. or Lessormay exercise any other Option herein conferred upon it. All revenues derived or accruing from the leased premises subsequent to date Of the nation Of said Lease shall constitute the property Of Lessor and the same is hereby declared to be a trust fund and shall not constitute any asset of J„essee or any trust:e ot receiver appointed for Lessee's prnperty.

21. DEFAULT: If any of the sums of money herein required to be paid by the Lessee to the Lessor shall unpaid for a period days from the date it Of fifteen (15) becomes due, Lessor Shall have the option and privilege as follows:

(a) To recover from Lessee in action at law (distress for rent or otherwise) for each installment of rent as the same matures or for the whole

unpaid balance when it matures.

(b) To record a lien upon the property described in Paragraph 31 below in the provided therein and to foreclose as a foreclosure Of the same in like manner a mortgage on real property.

(c) To utilize such statutory remedy as may be afforded landlords undec the laws of the State of Florid•J.

22. NOTICES: Atl notices required by law and this Lease to be given by one party to the other shall be in writing and as follows: the same may be Served

A. Upon Lessor by personal delivery or by certified mail addressed to Lessor at the place where the rental under this or at suchLease is then being paid. Other address as Lessor nay, by notice in writing, designate to Lessee.

B. Upon Lessee by personal delivery to Lessee's agent in charge of the leased premises, or by cettified mail addressed to Lessee at

Florida, or at such other address as Lessee may. by notice in writing, designate to Lessor.

23. MORTGAGING OR SUBLEASING OF LESSEE'S INTEREST: Lessee shall not assign this Lease except in connection with the transfer by Lesse of the foregoing described Lot. Lessee may not sublet ot sublease all or' any portion Of the demised premises. except in Connection with the Lease by Lessee Of the foregoing described Lot.

Lessee Shall not have the right to mortgage or otherwise encumber his leasehold interest in the premises, except in connection with the mortgage by Lessee Of the foregoing described Lot. Any mortgage executed by Lessee covering the teased premises shall in no affect Lessor's interest in and to said property, and the same Shali at atl times be junior, inferior and subordinate to the interest of Lessor. the event the holder of a mortgage shall accept and record a deed ia lieu of foreclosure or obtain a certificate of title as a result of foreclosure With respect to the Lot and the Lessee's leasehold interest hereunder. said holdzr have riÄht to dispose Of Said Lessee's leasehold interest in connection V'ith the sale oi said Lot. .

24. CONDEMNATION PROVISION: It is understood and agreed that:

A. If at any time during the continuance of this Lease the leoal• title to the demised real estate or the improvements or building located thereon. or any portions thereof be taxed or appropriated or conäernned by reason of eminent domain. there sha\l be such division of the proceeds and awards in such condemnation proceeds and such abatement of rent and Other adjustments made as shalt be just equitab,'e under the circumstances ; provided, however, that in the event of a partial condemnation Of the demised premises. such as does not Interfere with the full use thereof, as, for example. in case of cond:mnation o? a few feet for sidewalk purposes or for street purposes, there shall be no abatement of rent. If Lessor 2nd Lessee are unable to agree upon what division, annual abatement of rent Or other adjustments are just ;and equitable within thirty (30) days after such award has been made, then the matters in dispute shall by appropri:lte proceedings be submitted to a Court having jurisdiction Of the subject matter Of such controversy in Palm Beach County, for its decision and determination Of the matters in dispu{e. If the legal title to the entire premises be wholly taken by condemnation, the Lease shall be canceled.

B. For the purpose Of condemnation, the deprivation Of Lessee Of the use Of Such buildings and improvements shall be an item Of damage in determining the portion Of the condemnation award to which Lessee is entitled. general. it is the intent Of this paragraph that upon condemnation, the parties herein shatt share their awards to the extent that their interests respectively are depreciated, damaged or destroyed by the exercise of the right of eminent domain.

C. Notwithstanding the above and foregoing provisions, in the event Of condemnation or taking Of the whole Of the demised premises, the amount of the condemnation award to Lessor shatt, between Lessor and Lessee, in no event be less than the amount Of the entire condemnation award (including the amount to Lessor and Lessee) Of the Sum to twelve times the average annual rental paid hereunder during the five years immediately preceding condemnation award, whichever is the lesser, and an sums in excess 0t the amount required to be paid Lessor hereunder shall belong to

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25. DE.MOI.[TION: A!though it is Lessee•s duty. together with the other Lessees, the Association as their agent, cnder the improvements oa the demised pa•mises terms hereof in good repair. this shaa not be co;' ,ttued empowering Lessee to destroy nay or buildings hereafter on the d:mised prem,,es. or any substantial part thereof, or to cause any o tear down it:ms of r,tajur repair and reconst-ruction to be made and until Lessee:

A. Causes at'.d specifications for the new building or the construction to be prepared by a duh,' licensed Architect and submitted to Lessor for his approval.

B. Fi'rnishes Lessor with a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the Of any demoii;ian '*Ork to be performed upon the demised premises. plus the cost of any to be constructed upon said premises. conditioned to complete the said demolition work and improvements free and clear of all and/or for labor and 'naterizts and conditioned farther to felly ind%T1ßlf:,' and save harmless Lessor from all costs, claiaages and liabilities every nature and character may be 0t the failure of Lessee to xomptete and tally pay for said demolition work and said improvements.

ffered by Lessor by reason work of reconstruction, re;

C. The work of repair, -or replacement must have. a value equal to the v:tiue of the buil:ling or buildings or the portion thereof then being demolished and replaced or repaired.

D. For the putposes Of this section of the Lease, no work will be d?erned demolition or repairs so as to bring it within the terms this section oi the Lea,e unless it constitutes either the actual destruction of the building or a substantial part thereof. or it constituLe5 a retoodeling in substance requires the dowa of a p.Lrt building. In general this section of the Lease is intended to app!y' V'.herevcr the work -which Lessee proposes to do is of such a natute that the doing of the work necessitates a substantial improvement 0! the then existing building.

26: USE: The demised premises. and improvements now or hereafter situate thereon. be used for cecceation purposes only by Lessee. together with Othzr Lot Owners and rnembers the ASSOCIATIO.N. and their guests. invitees and lessees, such use to be subject to reasonable rules and regulations as bc adoptcd from time to time by the Board of Directors o: the ASSOCIATION.

27. ASSOCIATION AS LESSEE'S AGENT: In order that Lessee may conveniently perform the several covenants and conditions (except the pay•ment of rent) herein requlred of him to be performed in conjunction with the other lessees of undivided one-five-thousandth iractional leasehold interests in the demised premises. Lessee appoints the ASSOCIATION as his agent foc such purposes, hereby at;tiloriting and empowering the ASSOC [ATION through its du:y appointed officers. employees and contractors to purchase such insurance as shail be required by Article 5 hereot, rebuild or restore build:rtgs and improvements as may be required by A7ticle 7 hereof, assess and conect from Lesse su:h taxes and utility charces as Lessee is obliy•ated to pay under Articles 8 and 9 hereut and to use such funds for the discharge of such obligatiuas. to represent Lessee in re,.itters affecting the common interests of all lessees under similar leases and to adopt reasonable rules and regulations concern ng the use Of the demised premises for recreacion purposes. The Lessee further agrees to puy to the ASSOCIATION such assessments as the ASSOCIATION shall • make from time to time to defray the reasonable cost Of operating. maintaining. repair— Ing and insurin•.! the buildings. structures and parking facilities frora time to located upon the demised premises together with the Lessee's prorata share ,(as defined ia the Declarations of Restrictions relating to parceis located wi(hin the Pairn Beach Leisuceville Project Area heretofore and hereafter recorded in the Pubiic Records Of Paim Beach County, Florida) o: the ad vaiorem real and pecsonaL property taxes and assessments levied upon the demised premises.

28. ADDITIONAL RENT BASED UPON INCREASE IN COST OF LIVING INDEX: on the 1st day of June. 1974. and on the 1st day of June following the end of each fifth (5th) calendar year thereafter. during thz term of this Lease, the minimum rent required hereunde,-. shall he adjusted, provided that the same would result in an increase of the minimum rent, so that the minimum .rent paid hereunder from time to time shall have the equiva• lent purchasing power that the minimum reat hereunder has on the beginning date of the term of this Lease. For purposes of calculating additional rent due h:reuader. if any. reference is made to the index number Of retail commodity prices designated "Consumec Prices Index — All Items' • (1956-59 equals 100) prepared by Bureau of Labor Statistics of the United States Department Of Labor. and any publication by either said United States Department of Labor or the United States Departm:nt of Commerce in which such index numbers are published, hereinafter reterred to as the "Index". Said Index numbers. as pub— lished. shall be admissible in evidence in any legal or judicial proceedings invoWing this Lease without further proof Of authenticity. and in the event that the U.S. Department Of Labor or Department of Commerce ceases to

prepare and publish such Index the adjustment Of rent thereafter shall be according to the most comparable commodity index as determined by agreement of Lessor and Lessee. and in absence of such agreemznt. then by arbitration in accordance Wiih rules the Arærican Arbitration Association. In the event of any delay in estah!ishing the additional rental, Lessee shall continue to pay the as est'2biished by the last price adjustment until such time as the new adjustment is determined. if any, at vshich time an accounting be made retroactive to the beginning of the adjustment period in question.

On the dates herein prescribed at which the adiustment in rent is to be determined. the additional rent per annum shall be computed as being the diiiereace between the products derived by (a) multiplying the index as Of Ju!y l, 1969. representiag the average index or retail commodity prices for the month of Jun:, 1969, by the minimum annuai 0t S_____ specified herein ?.ad (b) multiplying the index as Of Ju!y Of the ye•-ir prior to the date on which the adjustment is to. be made hereunder, representing the average of retail commodity prices for the month of June of said last prior year, by the amount of minimum annual rental of $_____ specified herein. The difference between said products if the result of multiplication derived at by kern (b) above exceeds that Of Item (a) above, shall represent the additional rent per to annum t be paid to Lessor, in addition to the minimum annual rent of _____ which additional rent shall he divided into tweive (12) equal monthlv instali.•nents to he payable hereunder until the next period adjustm:nt, ia the same mannor as is the minimum reat payable hereunder during ea.:it lease year.

Notwithstatrding the foregoing provisions, it is specifically agreed that the minimum rent specified hereunder of S240.OO per annum. for calendar years, n..•vec be reduced by reason Of any adjustment made as specified in this Arti:ie 23. and adjustments in minimum rent due hereunder shall oniy be r:12dz the same constitute an increase. However, if the determination mad: at the er.d of period requires an rnciease in minimum ren:, and the same mid: at the end ot another period would require a decrease, the decrease in said would be applicable so long a; the minimum rent is never reduced to a sum which is less than S240.00 p±,- annum for any fail calendar year during the term hereof.

29. ADDITIONAL LANDS: The Lessor, by contract with Boynton Development Corp., in the course of the development of the Palm Reach Leisurevii!e Cornmunity may create additional areas for recreational use ot of PA BEACH LEISUREVILt_E COMMUNITY ASSOCIATION, INC.. and tite Lessor, her:by reserves the privilege of and making Leas: said additional recreaéoaat 12:1ds. Tl:i5 Lease may be atn:nded by the Lessor's filing among the Public Records of Palm County, Florida a Statement Of amendment describing üle additional lands which are to be iaiudedin taz demised premises hereunder.

30. GENDER: l: is understood and 2•greed by and between the parties that the use herein Of the p!utal shatt include the singular. and use Of the singular Shau inc:ade the p!ural; the use of the gender shall include all leirs, representatives, su masculin: genders. and use OF nea•er gender shall include genders: the use of the word 'il.essor" and •Tessee" Shali inciude their heirs, successors and assigns.

31. LIEN IN FAVOR OF LESSOR: In order to secure to Lessor the obiigations by Lessee to Lessor to pay the monthly rent prescribed in Article 4 above, and to secure the prompt and faithful performance by Lessee of the other covenants madc herein, the Lessee agrees that Lessor shall have a lien upon the following described land situate, lying and being in Palm Beach County, State Of Florida, to wit:

The ptopecty described ig Schedule attached hereto acid made a part hereof.

Said lien shall also secure reasonable attorney's fees incurred by the Lessor incident to the collection Of such unpaid assessment or enfOrcement of such lien. lien shatt b: effective from and after the time of recording in the ublic records of palm Beach County. Florida. a c:aim Of lien stating o: the I_et, the name Of the record Owner, and the due and date when due, and the lien shall continue in effect until alt sums secured have ben fully pa:d. Such liens shatt bear interest a; the rate of ten percent pcr annum from of untit paid. Except for interest. claims of lien shail include only the unpaid assessments which are due and to the Lessor when the Of is recorded. Upon full paylh'-- Less:: shall b: to a recordable satisfaction of lien. A!! such li:nz Shali bz subord.nate to the lien o: or other recorded

Of the o,' in the event Of a prior lien accept record 2 1.2 of C,- obtain a S'.lhrvd*.a:: of lien. Such liens may be fnrectosed by suit brou.•ht ir. r.x-r.: the Le«20.- any such the Lessee shall be required to pay a reasonable for the Lot. and the s.höii b: eru:tåed to Of a receiver to

Suit to recover a money judgment for unpaid assessments may be ma-ntainz•d the securing the same. Lessee agrees that he shad no mortgage upon the aforesaid land, excepting a purchase money first mortgage f-Bä.- an institutional lender, without the prior express Of the Lessor.

32. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and contain2d in this Lease shall be binding upon and shall it',ure to the bzn:fit of the Lessor and its successors and assigns, and the Lessee and assigns. and all person* by, throu:th and under and Le;see. and the same shall be construed as covenants with the Ia n.' of this I-case.

33. KNOWLEDGE OF CONTENTS; BOTH OF THE PARTIES TO THIS LEASE, BY THE SIGNING AND EXECUTION HEREOF, ADMIT AND ACKNOWLEDGE THAT THEY HAVE READ THIS INSTRUMENT, INCLUDING EVERY PARAGRAPH. THEY FURTHER ADMIT AND ACKNOWLEDGE THAT THE FACT THAT THIS RECREATION LEASE IS A LONG INSTRUMENT OF MANY WORDS, PHRASES AND PARAGRAPHS, HAS NOT PREVENTED THEM FROM READING THIS LEASE AGREEMENT AND HAVING EXPRESS AND EXPLICIT KNOWLEDGE OF EVERY MATTER AND THING SET FORTH IN THE AGREEMENT. FURTHERMORE, EACH PARTY HERETO ADMITS THAT DESPITE THE SMALL TYPE USED IN THE PRINTED BODY OF THIS LEASE AGREEMENT, THEY HAVE BEEN ABLE TO READ AND HAVE READ EACH AND EVERY PARAGRAPH HEREOF.

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IN WITNESS W?iZREOF, the Lesser and the Lessee have signed theic names and affixed their seats the day and year first above written.

Vitaesses•.

Lessor:

_____ (SEAL)

Joseph Campanelli as Trustee

Joseph Campanelli,

_____ _____ (SEAL)

Alfred Campaneili as Trustee

Lessee:

_____ _____ (SEAL)

_____ _____ (SEAL)

n ATE OF FLORIDA

UNTYOF BROWARD

BEFORE ME personally appeared JOSEPH CAMPANELLI and ALFRED CAMPANELLI, as Trustees, to me well known, and known to me to be the ndividuals described in and who execu"cd the foregoing instruments and severe2!y acknowledged to and before me that they executed such instrument for the)urposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 19____

_____

Notary Public
My Commission Expires:

TATE OF

_____

ZUNIX OF _____

E EFO_RE personAlly app:ared _____

: wellknown and known to me to b: ti•.e person(S) described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrurneitt for the purposes therein expressed.

WilNESS my h2nd •and official seal, this _____ day o: 19

_____

_____

Notary Public
My Commission Expires:

cL2229

SCE[EDCLE i

Theproperty owned by Lessor and madesubject 10 the lien provided by Paragraph 31 0: this Lease is described follows:

SCHEDULE 2 The

demised premises made subj2Ct to this Lease are described as follows:

Patcet R: Parcel A, Bloek Parcel mock 2; Pare! A. Bloc* 5; •Parcel A, Block 8; Rep!at of First Section Palm Beach Leisurevil:e, according to the Plat thereof recorded in P!2t Book 28. Page 201 ot the Pt!blic Records of Palm B:ach County, Florida; and

Parcel R-2. Fifth Section, Beach Leisureville, according to the Plat thereof recorded in Plat Book 29, Page 4, of the Pubiic Records of Palm Deach County, Florida; and

A Parcel Of Land in Section 29, Township 45 South, Range 43 East, Palm Beach County, Florida. being more particularly described as follows:

Beginning at the Southeast Corner of Parcel of the Fourth Section, Palm Beach Leisureville as same is recorded in Plat Hook 23. pages 245 and 246, Puhlie Records. Palm Beach County, Florida, Southeast corner being the POINT OF BEGINNING Of the herein described parcel of land. run North 0°-57'-29" V/est along the Easterly line o: said Parcel a distance of 233.17 fret to an po.nt in SÄid Easterly thence continuing aiorg said Easterly lire of Parcel • •G" end Southerly boundary of said Fourth Section. Palm Beach Leisureville. Sorth 570-54'•06" East a distance of 238,92 feet; thence Narth87°-54 East, a distance of 20.00 feet; thence South 620-05'-54" East a distance Of 210.100 feet; thence North S 7 •-54'-C6•' East. a distance of 175.C() feet to the point of intersection of the -Southerly boundary of Fourth Section. Paim Beach Leisureville and the Westerly Line of Lake Worth Drainage District's Equalizer Canal E-4 as same is recorded in Deed Book 16SO, Page 1380, Public Records, Palm Beach County. Florida: thence the Westerly Line of said Canal E4, South 20-05'-54" East. a distance Of 474.98 feet; thence departing frorn said Westerly line Of E-4 run North West a distance e: 130.00 feet; thence South 875-54'-C6" West a distance Of 136.16 feet; thence South 42 °-54'•06" a distance of 130.00 feet; thence South 20-05'-54" Fast along a line parallel to and 320 feet Westerly from the aforesaid Westerly line cf Canal E-4 a distance of 320.96 feet; thence South S 70-.54'-06'• West a distance of 514.13 feet: thence North 0'-57'-29" West a distance of 460.65 feet to the POINT OF BEGINNING, containing 21).9447 Acres Of Land, more or less and being subject to any and all Easement and/or Rights-of-Way of Record; and

A Parcel Of Land in Section 29, Township 45 South. Range 43 East, City of Boynton Beach, Palm Beach County, Florida, being more Jßrticularly described as follows:

From the intersection Of the 100 foot wide Right•0f-YVay of Congress Avenue, said centerline being the West Line of Section 29, Township 45 South, Range 43 East, Palm Beach County. Florida, '*ith the centecline of State Road S-S04 as same is recorded in Road Plat Book 2. Pages 2 i 7 through 220. Public Records. Palm Beach County, Florida. run South 0 °-58'-29" East (for convenience (he centerline of State Road S-804 assumed to bear North 81 •-54'-V6" East and all bearings recited herein are relative thereto) a distance of 1286.69 to the intersection of the said centerline Of Congress Avenue with the centerline of Ocean Drive as appears On the plat of Section 4-A, Palm Beach Leisurzvi!te as same is recorded in Plat Book 29. Pages 30 and 31, Pubile Records. Palm BeachCounty. Florida, thence North East along said centerline of Ocean Drive a distance of 261YtJ5 feet to a point: thence South O•-SS'-29" East a distance of 40.01 feet to a point on the South Right-of-Way line of said Ocean Drive, said point the POINT OF REGINNENG and northwesterly corner Of the herein described Parcel 0t Land: chance North 87 °-54'' West 54'-06" East along the South Right-of-',Vay line o: said Ocean Drive a distance of 452.38 feet to a point: thence South East distance of to a point thence East a of 850.00 distance , feet to a point; thence North 20-05'a dist2nce of 124.00 feet to a point on the South Right-of-Way line aforesaid Ocezn Drive; North S 70-54'•C6" East along s.ud Soaüi line a Of -%.S9 feet to a point on the Wester!y bc.undarv Section. P2';rn B:ach Lei surevi: !.e. as Sam: in P%at Book 29, Pages 4-1. Public Records, Palm Beach County, Florida; thence South 40-55'-52" West Slid bour,dary a distance 622.03 feet to a point; thence Souzh S70-5V-Üc•" N,Vest a distance •of 13.32 feet to a point marking the beginning of the Northerly boundary line of Section 5-A, Palm Beach Leis-urevitle as same is recorded in Plat nook 29. Pages 34-37, Public Records. Palm Beach County. Florida; thence continuin:t along said Norther\y boundary South 87°-54'-06'' West a d•stance of 238.69 feet to the beginning of a curve Concave to the Southeast having a radius of 140 feet and a central anzie Of 820-5S'-14"; thence Westerly, Sour,hwesterly and Southerly along the arc Of said curve a distance Of 202.74 feet to the end of said curve; thence South 40--_55'-52" West a distance Of 185.14 feec to the beginning of acurv- concave to the East having a radius of feer a distance o! 146.91 teet to a point of reverse curvature marking the beginning of a curve concave to the North'.vest having a radius of 30 feet and a central angleof 920-22'-45"; thence Southerly, Snuthwestecly and Westerly ti-.e to theace South 890-02'-31" V.'est dlstance of 290.66 feet to the beginning Of a carve concave to the Southeast having a radius o: thenc•: Westerly. Southwesterly and Southerly along the arc of said curve distance of 219.91 feet to the end of said curve; thence South 03-57'-?.9" East distance of 322 87 feet to the beginnin'* of a curv•e concave the a radius oi feet 2 ang!e thence departing from the !,Vesterly boundary line of aforesaid -f-A, and SVesterly along the arc 0t said a distance Of •IS.54 feet to the end of said curve: thence South 890-02'-3!" %Vest a distance of 290.17 feet to the beginning of a curve concave to the Northeast having a radius of fzet and a centcai of S90-59'-CO"; thence Westerly. Northwesterly and Northerly a?Dng the arc of said curve a distance of 78.53 feet to the end of said curve: thence North 00-58'-29" West a distance of 1568.38 feet to the Point Of Beginning. containing 31.4908 Acres, more or less and being subject to any and ali Easements and/or Rights-of-Way Of record.

Less that portion thereof described as Parcel J-l. a canal Right-of-Way SO feet in width for the Lake Worth Drainage District's Lateral Canal I-•-25 (Relocated through a Golf Course Area) in Section 29. Township 45 South, Range 43 East, being hereinafter referred to as increment J-i. City 0t Boynton Beach, Palm Beach County, Florida, being more particularly described as fol:ows:

From the Point of Beginning of the above described Parcel of Land run South 0 °-58'-29" East a distance of -1023.29 feet to the POINT OF BEGINNING and the beginning of a curve concave to the Northwest having a radius of 172.00 feet and a central angle of 305-30'-10"•. thence easterly and northeasterly, along the arc of said curve, a distance Of 91.57 feet to the end Of said curve; thence North 53 °-3 1'-21" East a distance of 290.99 feet to the beginning of a curve concave to the northwest having a radius of 95.00 feet and a central angle of 45 °-00'-00"•, thence northeasterly and north-northeaster:y. along the arc of said curve. a distance of 74.61 feet to the end of said curve; thence North 130-3 1'-21" East a distance of 65.00 feet to the beginning of a curve Concave to the southeast having a radius Of 900.00 feet and a central angle ot 120-00'-00"•. thence north-northeasterty and northeasterly along the arc of said curve a dis:aace of ISS.50 feet to the end Of said curve and a point of compound curvature beginn•ng a curve concave to the southeast having a radius of feet and a central angle of 43°-30'-00'': thence northeasterly along the arc of said curve a distance Of 313.87 feet to the end Of said curve: thence North 60 °-01'-21" East a distance of SS.79 feet to the beginning Of a Curve concave to the south having a radius of 190.00 and central an•zie 410-30'-00"; thcr.:e northeasterly, easterly and southeasterly along the arc Of said Curve a distance of 157.52 feet to the end of said CUrye thence South 630-23/-39" East a distance o? N91 .62 feet to the begina:ng Of a curve concave to the northeast having a radius Of 30.00 feet and a central angle of th:nce southeastec!y and aton2 the arc Of said curve a distance of 14.99 feet to the end 0t said curve and point on the westerly

John B. D... Clerk Circuit Court

boundary line of Section 5, Palm Beach Leisureas S2mé is recorded in P:2t Book 29. Paces 4-7. Public Records. Palm Beach County, Florida, said paint being described as l'oint on the said wes:eriy boundary line of Section 5: thence SQL1th 40-55'-52" West a!ong the said Wesc':rly boundary line of Section 5. a distance of SO.17 feet to a po:nt on c','.rve concave to the northeast having a radius of lit).0D feet and a centra! angle of 230-30'-23". (said po;nt having a tangent North 35 ^{0}-04'-C;S•• thence departing from said boundarv line Of Section 5. run ^{1},Vesterly 2nd northwester!y along the arc of s:lid curve a of 45.13 cad of curve'. thence North 6Ää-2S'-39" ^{h},Vest a distance of 391.62 feet to the beginn ng of a Lo south a radius of a of thence westeriy 2nd sou:hwesterly along the arc of said a 91 . 19 feet to end of said cc,'ve; {hence South 690-01'-21" Wes: a of 85.79 feet zo the of a curve concave to the southeast rad•us o,

Of •43 ^{0}-30'-00"; then:e southeast?.-ly along the arc of curve distance of 258.13 fes:t to the end of said curve concave to the e: a radius 820.00 feet and a angle of Of curve a Of 171 .%: to end c• .^{e} to ti-ic northwest a rad•us O.' feet end a a of 137 45 feet to the end of said curve: there Sou:.h Of 2%') 99 feet to we•.•. having a radius of 252.00 feet and a ceacral angle of 30 ^{0}-30'-10"; the orc of to end of s2id cerve; thence Nor:h no-5S'-29" a distance of SQ.OO feet io the POLNT OF BEGINNING. •containing and bzin•a• subject to any and all prior Easements and/or Rights-of-Way of record.

oi b:-

• are of

a of Acces cf !2äd o: • {eturn to: (enc*ose self-addreszed stamped envelope)

Name

Counw of Palm Beach, to witness:

CFN 20070153757
OR BK 21568 PG 0534
RECORDED 03/25/2007 16:46:50
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0534; (1pg)

RESOLUTION TO AMMEND THE DECLARATION OF CONDOMINIUM of LEISUREVILLE GOLFVIEW NORTH, a Condominium located at 100, 200, 300 SW Golfview Terrace Boynton Beach, Florida - Palm Beach County

RESOLVED: That paragraph 10.5b of fre Declaration of Condominium entitled "Leasing", as recorded at Official Record 2229 page 73 on October 12, 1973, be amended as follows:

10.5b change: "Such leases shall not require approval of the Association" to "Such leases shall require approval of the Association."

. 10.5b add: "No pets shall be permitted to occupy any leased apartment at any time."

ecretary of the Leisureville Golfview North Condominium Association, Inc, a Florida not for profit corporation, I hereby certify that the foregoing resolutions were duly approved by 75% of the voting members of the Associaöon at a duly consütuted meeting held on March 22, 2007.

Carol H. Shasha

Carol H. Shasha

State of Florida

B

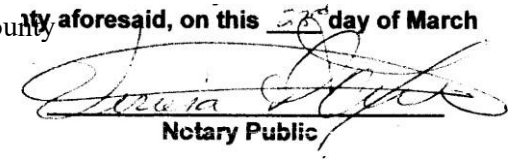
EFORE ME, tie undersigne d authority, personally appeared: Anne Marie Gallagher as President and Carol H. Shasha as Secr&ry of LEISURE VILLE GOLFViE W NORTH CONDO MINIUM ASSOCIA TION, INC, a Florida not for

vendiCAD. NAVARRO
MY COMMISSION DD 603763
EXPIRES: 17, 2010
Ba*d Thru

profit corporaüon, and tiey acknowledged to and before me that they executed the foregoing instruments as such officers of said corporation and Olat they affixed thereto the official seal of the said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS THEREOF, I have hereunto set my hand and official seal st Boynton Beach, Florida, in State and 2007.

County aforesaid, on this 28 day of March



Boynton Beach
FL 33426
After recording, please return to the address above. Stamped envelope enclosed. Thank you.

Seal or Stamp:

This instrument prepared by:
Carol H. Shasha
300 SW Golfview Terrace #138

Return t03 (enclose self-addressed stamped envelope)

Name

Address:

CFN 20070153756
OR BK 2155B PG 0533
RECORDED 03/29,' 2007
Palm Beach County, F lor Ida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0533; (Ipg)

CERTIFICATE OF

AMENDMENT

to

DECLARATION OF CONDOMINIUM

of

LEISUREVILLE GOLFVIEW NORTH CONDOMINIUM ASSOCIATION

100, 200, & 300 SW Golfview Terrace
Boynton Beach
Palm Beach County Florida

l. Leisureville Golfview Norel Condominium Association, Inc, a Florida not for profit corporation, hereinafter called "Association" hereby certifies that at a duly constituted meeting of the Members of the Association held March 22, 2007, the voting membership of tie Association approved the appended resolutions amending section 10.5b referring to "Leasing" of the Declaration of condominium, as set forth herein, and,

ll. That the Declaration of Condominium of the Leisureville Golfview North, a Condominium, was recorded October 12, 1973 in Official Record 2229, at Page 5887 (including amendmenb of original 2229 page 72 paragraph10.1 and original 2229 page 58 paragraph 2.2A) among the official records of tie Office of the Clerk of of the Circuit Court in and for Palm Beach Couny, Florida, and,

Ill. That the said Amendment shall become effecüve upon tie recording of this certificate in the omcial records of the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Leisureville Golfview North Condominium Association, Inc

By: Ann Mae Gallagher
President

Attest: Carol H. Shasha
Secretary

Return to
LGNCA
c/o Carol Shasha
300 sw Golfview Ter #138
Boynton Beach FL 33426