

DECLARATION OF CONDOMINIUM

OF

JUPITER LAKES VILLAS CONDOMINIUM II,

a Condominium

MADE this 15th day of OCTOBER, 1977, by JUPITER LAKES VILLAS, INC., a Florida Corporation, and OWL ASSOCIATES, LTD., a Florida Limited Partnership, called "Developer" for themselves, their successors, grantees and assigns

WHEREIN the Developer makes the following declarations:

ARTICLE I

PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called "the Condominium Act."

A. Name and Address. The name by which this condominium is to be identified is JUPITER LAKES VILLAS CONDOMINIUM II, a Condominium, and its address is 431 Jupiter Lakes Boulevard, Jupiter, Florida 33458.

B. The Land. The overall parcel of land owned by Developer, which by this instrument is submitted to the condominium form of ownership, lying in Palm Beach County, Florida, is described on Schedule "A" attached to and made a part hereof, which land is called "the land."

C. Respective Parcels. Schedule "B," attached to and made part hereof, describes that portion of the Schedule "A" lands which are owned by OWL ASSOCIATES, LTD., and upon which the condominium units listed on said Schedule "B" will be constructed. The balance of the land described in Schedule "A" is owned by JUPITER LAKES VILLAS, INC.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

A. Approval or Consent. Whenever approval or consent is required of any person or entity, that approval shall not be unreasonably withheld.

B. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit and unit owner.

C. Association means JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., as amended from time to time, and its successors.

D. Bylaws means Bylaws of the Association and of the Condominium.

PREPARED BY:

JEFF DAVERSA

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E. Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium and any land and other property acquired by the Association for the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

F. Common Expenses include:

1. expenses of administration, insurance, maintenance, operation, repair, replacement and betterment of the common elements and of the portions of units to be maintained by the Association, and the central landscaping sprinkling system.
2. expenditures or amounts of assessment by the Association for payment of costs that are the responsibility of a unit owner including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.
3. expenses declared common expenses by provisions of this Declaration or the Bylaws.
4. any valid charge against the condominium property as a whole.

G. Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

H. 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.

I. Condominium Parcel means a unit together with the undivided share in the common elements that is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

J. Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

K. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

L. Special Assessment means a share of the funds required for the payment of common expenses, which are unbudgeted or for which insufficient provision is made in the budget, occasioned by unforeseeable and fortuitous events, which, from time to time is assessed against the unit owner.

M. Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, water, garbage and sewage disposal.

N. Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

ARTICLE III

DEVELOPMENT PLAN

A. Survey. A survey of the land, showing the improvements thereon, is attached hereto as Exhibit "A."

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefor prepared by J. Efrain Arguelles, North Palm Beach, Florida, a portion of which plans are attached hereto as Exhibit "A." Said improvements are not substantially completed as of the date of this Declaration. Upon substantial completion, Developer will amend this Declaration to include a certificate of a surveyor authorized to practice in this State, certifying that the construction of the improvements is substantially complete so that the plans, together with the provisions of this Declaration, are an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and each unit can be determined from these materials.

C. Access Easement. There shall be an easement for access over and across the driveways and roadways located in JUPITER LAKES VILLAS CONDOMINIUM II which shall be for the purpose of providing a means of ingress and egress to all of the unit owners, their guests and mortgagees, of JUPITER LAKES VILLAS CONDOMINIUM I, which is constructed on lands west of JUPITER LAKES VILLAS CONDOMINIUM II.

D. Amendment of Plans.

1. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as 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 authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

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

E. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately, provided, however, these easements through a unit 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. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements.

F. Easement for Unintentional and Non-negligent Encroachments. In the event that any apartment shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the apartment owner or owners, or agents of such, an easement shall exist for the continuance of such encroachment onto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any apartment, then an easement shall exist for so long as such encroachment shall naturally exist.

G. Common Elements. The common elements include the land and all other parts of the condominium not within the dwelling units, such as the roads, roadways, walks and landscaped areas.

H. Limited Common Elements. The parking spaces to be assigned pursuant to Article IV, Item E, shall be limited common elements.

I. Improvements - General Description.

1. Apartment Buildings. The condominium consists of twenty-one (21) single-story buildings. Each building contains four (4) units. The total number of units in this condominium is eighty-four (84).

2. Floor Plans. The condominium will contain four (4) separate model floor plans designated A, B, C and D. Attached exhibits reflect the exact layout and dimensions of each floor plan. Model A consists of three (3) bedrooms and two (2) bathrooms. Model B consists of two (2) bedrooms and one (1) bathroom. Model C consists of one (1) bedroom and one (1) bathroom. Model D consists of two (2) bedrooms and two (2) bathrooms. There are also two (2) separate building designations shown as "Building A" and "Building B." Building A contains one (1) of each floor plan model, whereas Building B contains all Model D floor plans. Attached hereto as Exhibit "B" is a list of the unit numbers and the corresponding building designation and model designation. Also shown is the undivided share in common elements and common surplus appurtenant to each unit.

3. Other Improvements. The condominium includes landscaped areas, driveways, roadways and parking areas substantially as shown upon the exhibits attached hereto and which improvements are part of the common elements.

J. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundaries. The upper boundaries of the unit shall be the horizontal plane of the undecorated ceiling.

b. Lower Boundaries. The lower boundaries of the unit shall be the horizontal plane of the undecorated finished floor.

2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

ARTICLE IV

THE UNITS

The Units. The units of the condominium are apartments and are described more particularly and the rights and obligations of their owners established as follows:

A. Typical Unit Plans. There are four typical unit floor plans, A, B, C and D, and reference should be made to the attached exhibits for correct details and dimensions of each floor plan model and unit.

B. Unit Numbers. The units are numbered as shown on Exhibit "A," attached hereto.

C. Appurtenances to Units. The owner of each unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:

1. Ownership of Common Elements and Common Surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each of the eighty-four (84) units shall be one-eighty-fourth (1/84), so that the percentage shares in the common elements and common surplus for the eighty-four (84) units total one hundred (100%) percent.

2. Use of Common Elements. Use of the common elements in common with other unit owners in the manner elsewhere described.

3. Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

D. Liability for Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses, that share being the same as the undivided share in the common elements appurtenant to his unit.

E. Automobile Parking Spaces. The common elements include parking areas for automobiles of unit owners. Two (2) parking spaces will be assigned by the Developer to each unit owner. Such assignment shall be at the exclusive direction of the Developer. The assigned parking spaces shall be considered limited common elements and after assignment by the Developer, shall be appurtenant to the unit to which assigned.

ARTICLE V

MAINTENANCE

Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

A. Units.

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

a. all boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of an apartment building, which portions to be maintained shall include but not be limited to outside walls of apartment buildings and all fixtures on their exteriors, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls.

b. all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association, and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

c. all incidental damage caused to a unit by this work shall be repaired promptly at the expenses of the Association.

d. provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

2. By the Unit Owner. The responsibility of the unit owner shall be as follows:

a. to maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other unit owners.

b. The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

c. not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

d. to report promptly to the Association any defect or need for repairs for which the Association is responsible.

e. to maintain, replace and repair the fence surrounding the front and rear entry ways to each unit, together with the slab and landscaped area lying within said fenced area.

3. Alteration and Improvement. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of an apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of an apartment building, the change in appearance shall be approved also by the owners of 75 percent of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements, including the assigned parking spaces, shall be the responsibility of the Association and the cost shall be a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the owners of not less than 75 percent of the common elements, except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

3. Submission of Land to Condominium. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Palm Beach County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

4. Disposition of Land. Any land acquired by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75 percent of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

5. Disposition of Personal Property. Any personal property, acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

ARTICLE VI

ASSESSMENTS

Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of Common Expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by him.

B. Interest; Application of Payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

C. Lien for Assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien. The lien shall be effective from and after the recording of a claim of lien in the Public Records of Palm Beach County, Florida.

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

E. Developer's Guarantee. Developer guarantees that the assessment for common expenses of the condominium imposed upon the unit owners by the Association will not exceed Twenty-five (\$25.00) Dollars per month for a period of twelve (12) months from the date of the recording of this Declaration of Condominium in the Public Records of Palm Beach County, Florida, or until such earlier date as Developer elects to pay regular monthly maintenance assessments for common expenses. Developer obligates itself and agrees to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from the individual unit owners.

F. Assessments Pending Foreclosure. When the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure until said apartment is either sold or leased by the first mortgage holder. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

ARTICLE VII

ASSOCIATION

Association. The operation of the condominium shall be by JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit "C".

B. The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached as Exhibit "D".

C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

D. Restraint upon Assignment of Shares in Assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

E. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE VIII

INSURANCE

Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

A. Purchase; Named Insured; Custody and Payment of Policies.

1. Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida, and the insurance agent placing such insurance must have its principal place of business in Palm Beach, Dade or Broward County, Florida. The institutional first mortgagee holding the highest number of apartment unit mortgages in the condominium shall have the right to approve casualty insurance coverages, insurance policies, the amounts thereof, the company providing insurance, the insurance agent and the designation of the insurance trustee.

2. Named Insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them. Provisions

shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners which may request same. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

3. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvements. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the board of directors of the Association. Insurance coverage shall afford protection against:

a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and,

b. such other risks 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 limited to windstorm, water damage, vandalism and malicious mischief. The bailee liability, if any, of the Association to unit owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to:

(1) subrogation against the Association and against the unit owners individually and as a group;

(2) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(3) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

2. 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 endorsement to cover liabilities of the unit owners as a group to a unit owner.

3. Workmen's Compensation Policy to meet the requirements of law.

4. Such Other Insurance as the board of directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner, shall be assessed against and paid by that owner. The Developer shall pay the first year's premium, beginning with the issuance of the final certificate of occupancy.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the board of directors of the Association, which trustee is referred to in this instrument 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 and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

1. Unit Owners - an undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

2. Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit and this is deposited with the Insurance Trustee, the share of the unit owner shall be held in trust for the mortgagee and the unit 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee.

E. 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 manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

F. Association as Agent. The Association is irrevocably appointed agent for each unit owner, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Benefit of Mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

ARTICLE IX

RECONSTRUCTION AND/OR REPAIR AFTER CASUALTY

A. Determination Whether to Reconstruct and Repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

1. Lesser Damage. If units to which 50 percent of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

2. Major Damage. If units to which more than 50 percent of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(a) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(b) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(c) If the reconstruction and repair is approved at the meeting by the owners of 75 percent of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(d) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(e) The expense of this determination shall be assessed against all unit owners as a common expense.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed and repaired.

B. Report of Damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

1. Date and cause of damage.
2. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

3. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.
4. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

5. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

6. The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

C. Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, Alteration and Improvement."

D. Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached 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 75 percent of the common elements, including the owners of all units the plans for which are to be altered.

E. Assessments, Determination of Sufficiency of Funds.

1. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

2. Determination of Sufficiency of Funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

F. Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of casualty, shall be disbursed in the following manner and order:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made for payment.

2. Termination of the Condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.

3. Reconstruction and Repair of Damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

a. By Association - damages of \$10,000.00 or less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000.00, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000.00 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

b. By Association - damage of more than \$10,000.00. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.00, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

c. By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

4. Reliance upon Certificates. Notwithstanding the provisions of this declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary stating:

- a. Whether the damaged property will be reconstructed and repaired or the condominium terminated.
 - b. Whether or not payments upon assessments against unit owners shall be deposited with the Insurance Trustee.
 - c. That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.
 - d. The names of unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.
5. Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:
- a. When the report of damage shows that the damaged property includes structural parts of a building.
 - b. When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$10,000.00.
 - c. If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

G. Benefits of Mortgagees. Certain provisions in this section entitled "Reconstruction and/or Repair after Casualty" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

ARTICLE X

USE RESTRICTIONS

Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

- A. Units. Each of the units shall be occupied only by one family, its servants and guests, as a residence and for no other purpose.
- B. 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 units by their occupants.
- C. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

D. Pets. Pets shall be restricted to small domestic birds or fish or one (1) cat or one (1) dog, the weight of which shall not exceed twenty-five (25) pounds. Pets shall be on a leash at all times and shall not be walked on grass other than immediately surrounding the owner's courtyard. The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas. If after receipt of written notice by the Association that the owner's pet is violating the provisions of this paragraph, the owner does not correct such violation, the Association shall have the right to impose a fine of Fifty (\$50.00) Dollars on said unit owner. The Fifty (\$50.00) Dollars shall be deposited to the general maintenance account of the Association. In the event that the Fifty (\$50.00) Dollar fine is not promptly paid, then the Association shall also have the right to seek appropriate legal action against the said unit owner in order to obtain payment of the Fifty (\$50.00) Dollar fine and in addition shall be entitled to a judgment for all fees and costs incurred in such action.

E. Trash. Trash shall be placed in receptacles. For sanitary reasons all trash except newspapers shall be in plastic bags and tied securely before being placed in trash receptacles. In no event shall trash be placed outside of the trash receptacles.

F. Hanging Clothes. No clothes or similar articles shall be hung outdoors for any purposes except within the unit owner's courtyard below the height of the fence.

G. Bicycles. Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left shall be impounded. It is permissible to store bicycles in the unit owner's courtyard. In the event such items are impounded by the Association, the unit owner will be assessed a fee of Five (\$5.00) Dollars for their release.

H. Repairs. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

I. Antennae. There shall be no radio, television or other outside antenna of any kind.

J. Exterior Displays. No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard or in the windows of the dwelling or in any of the common areas. No reflective substance shall be placed on any windows.

K. Temporary Shutters. Unit owners may install hurricane shutters; however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and can be completely removed thereafter.

L. Vehicles. Trucks larger than a one-half (1/2) ton pickup or trucks used for commercial purposes, vans used for commercial purposes, motorcycles, boats, trailers, motor homes and other such vehicles shall not be allowed to park overnight on the condominium property. All motor vehicles must be maintained as to not create an eyesore in the community.

M. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

N. Leasing. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented and no transient tenants may be accommodated.

O. Regulations. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

P. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, neither the unit 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 units. Developer may make such use of the unsold units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a model unit or units, sales office, or the showing of the property and the display of signs.

ARTICLE XI

MAINTENANCE OF COMMUNITY INTERESTS

Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land, which provisions each unit owner, by acquiring title thereto, covenants to observe:

A. Transfers Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.

2. Lease. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease without approval of the Association except to the owner of another unit.

3. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to approval of the Association.

5. Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

B. Approval by Association. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

1. Notice to Association.

a. Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

b. Lease. A unit owner intending to make a bona fide lease of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; Devise or Inheritance; Other Transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

d. Failure to Give Notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

e. Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed \$50.00, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then within 30 days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, then within 30 days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which shall be delivered to the lessee.

c. Gift, Devise or Inheritance, Other Transfers. If the notice is of an intended gift or the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within thirty (30) days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferee's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be delivered to the party making application therefor and shall, at said party's option, be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

3. Approval of Corporate Owner or Purchaser. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

C. Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be treated in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value 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 unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash, or upon terms approved by the seller.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if it is by arbitration, whichever is the later.

d. A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

e. If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

2. Lease. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made.

3. Gifts, Devise or Inheritance; Other Transfers. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash or upon terms approved by the seller.

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

d. A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

e. If the association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

D. Mortgage. No unit owner may mortgage a unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to:

1. a transfer to or purchase by a bank, life insurance company, or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings.

2. a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires title.

3. a transfer to a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

4. a mortgage or transfer to or a purchase or other acquisition by Developer, nor to a lease, mortgage, sale or other transfer by Developer.

F. Unauthorized Transactions. Any sale, mortgage, lease or assignment of lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

G. Rental by Developer. Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XI shall not be applicable to the Developer, JUPITER LAKES VILLAS, INC., or to OWL ASSOCIATES, LTD., a Florida Limited Partnership, and they are irrevocably authorized, permitted and empowered to sell, lease or rent condominium units to any purchaser or lessee approved by them upon such terms and conditions as said parties determine are acceptable to them, and specifically the Developer and OWL ASSOCIATES, LTD. may sell, lease or rent condominium units without procuring the consent of the Association, its officers, directors or members, or unit owners. The Developer shall have the right to transact any business on the condominium property necessary to consummate sales of condominium units, including, but not limited to, the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium units, maintain employees in the offices, use common elements on the condominium property, and show units for sale. The sales office, the furniture and furnishings in the model units, if any, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold condominium units, Developer's right as the owner of said unsold units shall be the same as all other unit owners in said condominium property, excepting that Developer will not be subject to the provisions of Paragraphs A, B, C and D hereof, and Developer, as the owner of condominium parcels, shall have one (1) vote in the Association for each unsold condominium parcel. All of the foregoing being subject to the requirements of Chapter 718, Florida Statutes, as set forth in the Bylaws of the Association attached hereto as Exhibit "C".

ARTICLE XII

COMPLIANCE AND DEFAULT

Compliance and Default. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the Bylaws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

B. Costs and Attorneys' Fees. In any proceedings arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court.

C. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIII

AMENDMENTS

Amendments. Except as elsewhere provided, and except for the amendments contemplated by Chapter 718.104(4)(e), Florida Statutes, for the attachment of certificates of licensed Florida surveyors evidencing substantial completion of improvements, this Declaration of Condominium may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

1. not less than seventy-five (75%) percent of the entire membership of the board of directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or,

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

3. not less than fifty (50%) percent of the entire membership of the board of directors in the case of amendments that are only for one (1) or more of the following purposes:

a. To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal one hundred (100%) percent, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall approve the amendment.

b. To change the boundaries between units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the units concerned.

c. To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or mortgagees of condominium property.

or,

4. until the members are entitled to elect a majority of the directors, only by all of the directors, provided the amendment does not increase the number of units allowed by the Declaration nor encroach upon the boundaries of the common elements.

C. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; no amendment may impair or prejudice the rights, priorities or interests of any mortgagee without the express written consent of such mortgagee; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment. Neither shall an amendment make any change in the Articles entitled "Insurance" and "Reconstruction and/or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

D. Execution and Recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal one hundred (100%) percent, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall execute the certificate.

ARTICLE XIV

TERMINATION

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

A. Destruction. If 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 thereby will be terminated without agreement.

B. Agreement. The condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units.

C. Approval and Options to Purchase. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than seventy-five (75%) percent of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the sixtieth (60th) day after the date of that meeting. Approvals of the

termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised in the following manner:

a. A party desiring to exercise the option shall execute and deliver to the Association two (2) counterparts of an agreement in a form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one (1) offer is made for the purchase of the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and the termination of the condominium.

b. The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.

c. The exercise of the option shall be evidenced by the certificate of the Association executed by its president and secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers and the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail, return receipt requested, to each record owner of the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.

2. Price. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price, or within sixty (60) days after the exercise of the option, whichever shall last occur.

5. Termination. The closing of the purchase of all of the units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

6. Failure to Purchase. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided

above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.

D. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its 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.

E. Shares of Owners after Termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

F. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

ARTICLE XV

SEVERABILITY AND CONCLUSION

Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws and Regulations of the Association, shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

JUPITER LAKES VILLAS, INC.

Attest:

Robert G. Wike
Secretary

By: John L. Carow

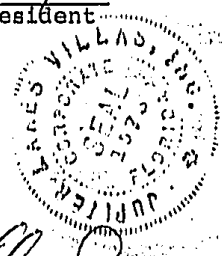
President

(CORPORATE SEAL)

OWL ASSOCIATES LTD.

By: William C. Clark

William C. Clark, as
General Partner

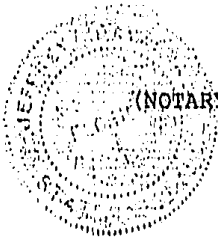


STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, personally appeared JON L. OSWALD and ROBERT D. HOKE, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above-named JUPITER LAKES VILLAS, INC., a corporation, and acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 15 day of OCTOBER, 1979.



(NOTARY SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES JAN 20 1980

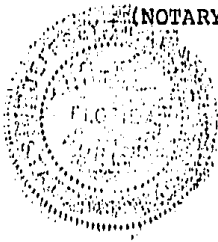
BONDED THRU GENERAL INS UNDERWRITERS

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, personally appeared WILLIAM C. CLARK, to me well known and known to me to be the individual described in and who executed the foregoing instrument as General Partner of the above-named OWL ASSOCIATES, a Partnership, and acknowledged to and before me that he executed such instrument as such General Partner of said Partnership, freely and voluntarily on behalf of said Partnership.

WITNESS my hand and official seal this 15th day of OCTOBER, 1979.



(NOTARY SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES JAN 20 1980

BONDED THRU GENERAL INS UNDERWRITERS

SCHEDULE A

PARCEL A:

A parcel of land lying in the northeast quarter of Section 12, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the Northwest corner of the Northeast quarter of said Section 12, run S 01°46'51" W along the West line of said Northeast quarter; said line also being the center line of Perry Avenue, a distance of 1120.00 feet; thence S 88°13'09" E a distance of 60.00 feet to a point on the east right-of-way line of Perry Avenue; said point also being the point of curvature of a curve concave to the Southwest and having a radius of 697.63 feet; thence southeasterly along the arc of said curve, through a central angle of 45°44'21", a distance of 556.92 feet to the POINT OF BEGINNING of the herein described parcel. Proceed thence N 46°07'25" E a distance of 53.21 feet to the point of curvature of a curve concave to the northwest having a radius of 16.04 feet; thence northerly along the arc of said curve through a central angle of 38°34'18" a distance of 10.80 feet to the point of reverse curvature of a curve concave to the southeast having a radius of 16.04 feet; thence northeasterly along the arc of said curve through a central angle of 38°34'18" a distance of 10.80 feet to point of tangency of said curve; thence N 46°07'25" E a distance of 118.27 feet to the point of curvature of a curve concave to the southeast having a radius of 590.0 feet; thence northeasterly along the arc of said curve through a central angle of 31°02'07" a distance of 319.58 feet to the point of reverse curvature of a curve concave to the northwest having a radius of 190.0 feet; thence along the arc of said curve through a central angle of 30°57'32" a distance of 102.66 feet; thence N 43°48'00" W radially to the center of said curve a distance of 120.0 feet; thence due north a distance of 293.65 feet; thence W 87°41'45" E a distance of 377.94 feet; thence S 01°47'17" W a distance of 333.68 feet; thence S 87°38'04" W a distance of 145.55 feet; thence S 01°45'07" W a distance of 564.04 feet; thence S 87°38'04" W a distance of 245.01 feet; thence S 1°45'07" W a distance of 311.70 feet to a point on the northerly right-of-way line of Jupiter Lakes Boulevard (an 80 foot-wide road). Said point also being on a curve concave to the northeast having a radius of 460.0 feet and whose center bears N 28°42'07" E; thence northwesterly along the arc of said curve and along said northerly right-of-way line, through a central angle of 35°25'57" a distance of 284.47 feet to the point of tangency of said curve; thence continuing along said northerly right-of-way line N 25°51'56" W a distance of 137.97 feet to the point of curvature of a curve concave to the southwest having a radius of 697.63 feet; thence northwesterly along the arc of said curve through a central angle of 16°36'52" a distance of 202.30 feet to the POINT OF BEGINNING. Said herein parcel containing 9.763 acres.

PARCEL B:

A parcel of land lying in the Northeast Quarter of Section 12, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the Northwest corner of the Northeast quarter of said Section 12, run S 01°46'51" W, along the West line of said Northeast Quarter; said line also being the center line of Perry Avenue, a distance of 1120.00 feet; thence S 88°13'09" E, a distance of 60.00 feet to a point on the East right-of-way line of Perry Avenue; said point also being the point of curvature of a curve concave to the Southwest and having a radius of 697.63 feet; thence Southeasterly along the arc of said curve, through a central angle of 30°10'30", a distance of 367.41 feet to the POINT OF BEGINNING; Proceed thence N 01°46'51" E, a distance of 42.09 feet; thence N 68°57'08" E, a distance of 120.56 feet; thence S 43°52'35" E, a distance of 153.39 feet; thence S 46°07'25" W, a distance of 120.00 feet to a point on a curve having a radius of 697.63 feet and whose center bears S 46°07'25" W, thence Northwesterly along the arc of said curve through a central angle of 14°09'54", a distance of 172.50 feet to the POINT OF BEGINNING.

SCHEDULE "B"

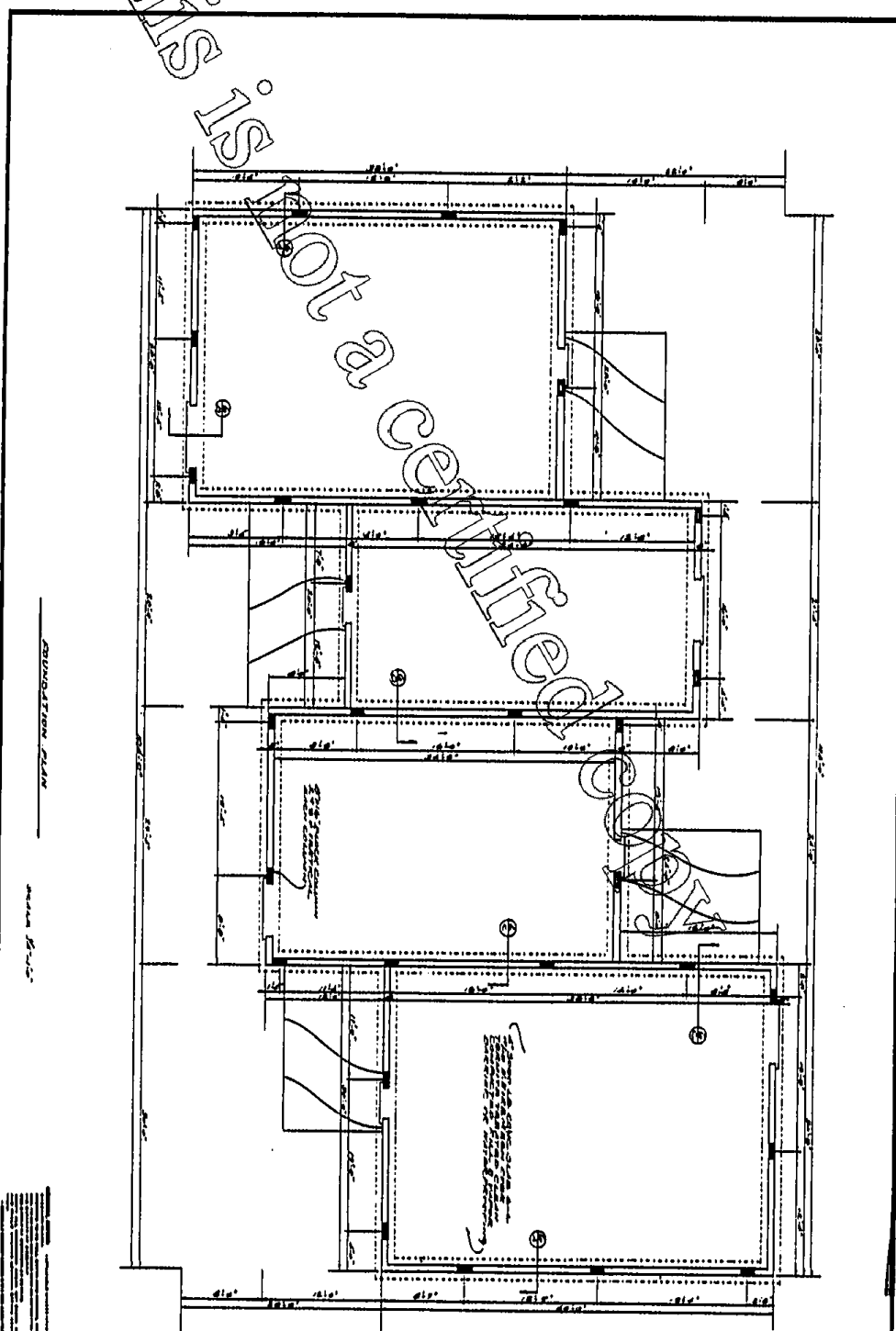
Parcel owned by OWL ASSOCIATES, LTD.:

A parcel of land lying in the Northeast Quarter of Section 12, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the Northwest corner of the Northeast quarter of said Section 12, run S 01°46'51"W, along the West line of said Northeast Quarter; said line also being the center line of Perry Avenue, a distance of 1120.00 feet; thence S 88°13'09"E, a distance of 60.00 feet to a point on the East right-of-way line of Perry Avenue; said point also being the point of curvature of a curve concave to the Southwest and having a radius of 697.63 feet; thence Southeasterly along the arc of said curve, through a central angle of 62°21'13", a distance of 759.22 feet to the point of tangency of said curve thence S 25°51'56"E, a distance of 96.48 feet to the POINT OF BEGINNING of the herein described parcel. Thence proceed N 64°08'04" E, a distance of 204.10 feet to a point on a curve concave to the northwest having a radius of 150.00 feet and whose center bears N 02°52'35" E, thence easterly along the arc of said curve through a central angle of 109°42'35" an arc distance of 287.22 feet to the point of tangency of said curve; thence N 16°58'50" W, a distance of 270.83 feet to a point of reverse curvature of a curve concave to the northwest having a radius of 190.00 feet and whose center bears N 12°50'28" W, thence north-easterly along the arc of said curve through a central angle of 30°57'32" an arc distance of 102.66 feet to a point on said curve, thence S 43°48'00" E, radially, a distance of 92.00 feet; thence S 79°44'53" E, a distance of 71.07 feet; thence S 1°45'07" W, a distance of 429.04 feet; thence S 87°23'04" W, a distance of 245.01 feet; thence S 1°45'07" W, a distance of 311.70 feet to a point on a curve concave to the northeast having a radius of 460.00 feet and whose center bears N 28°42'07" E, thence northwesterly along the arc of said curve through a central angle of 35°25'57" an arc distance of 284.47 feet to the point of tangency of said curve, thence N 25°51'56" W, a distance of 41.49 feet to the POINT OF BEGINNING.

upon which will be constructed the following listed condominium units:

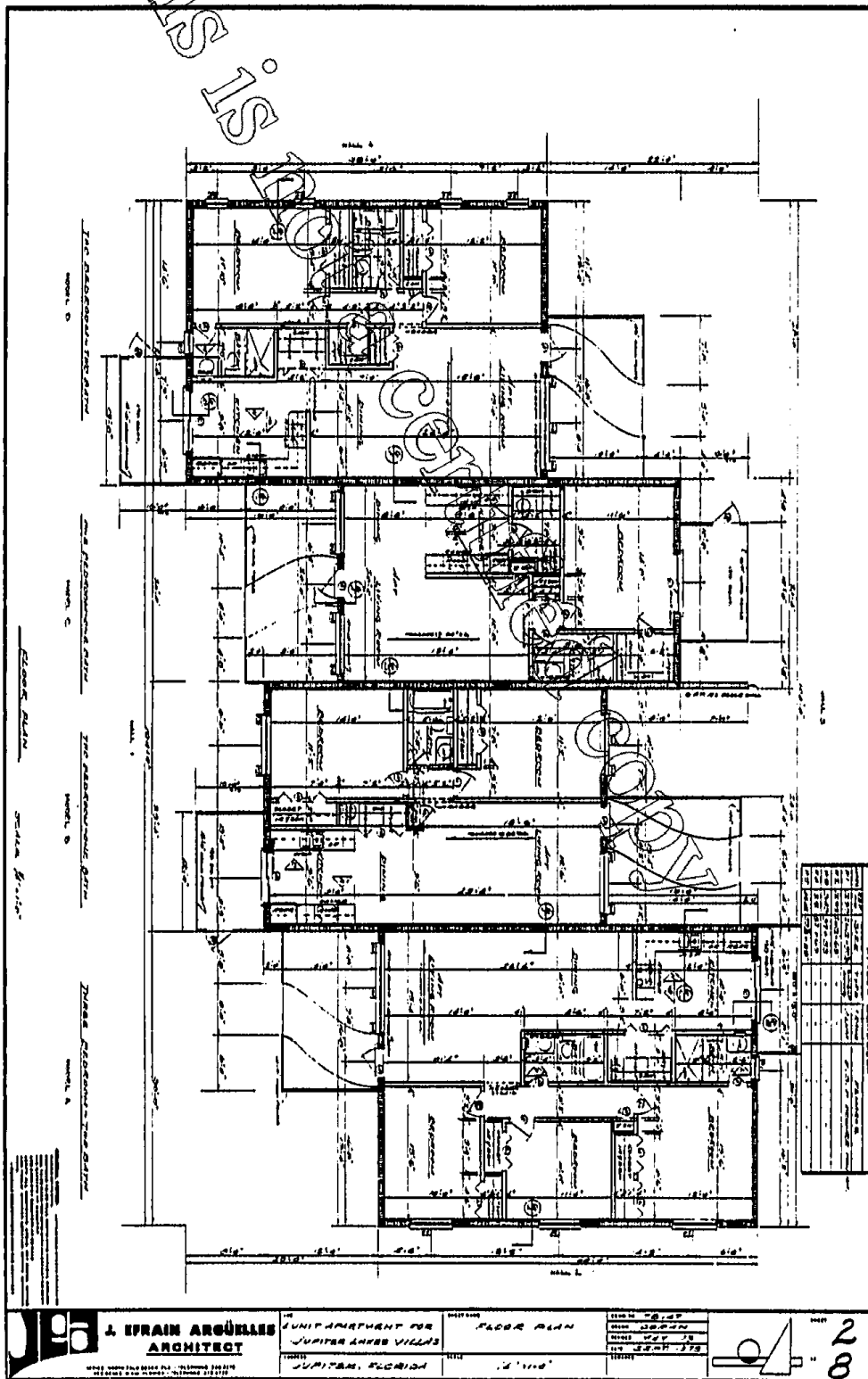
2108-A	2109-A	2110-A	2111-A	2112-A	2113-A
2108-B	2109-B	2110-B	2111-B	2112-B	2113-B
2108-C	2109-C	2110-C	2111-C	2112-C	2113-C
2108-D	2109-D	2110-D	2111-D	2112-D	2113-D

[illegible]

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

	L. EFRAIN ARGUILLES ARCHITECT	1 UNIT INVESTMENT FOUNDATION PLAN BUILDING 11A	SHEET NO. 11A-1 DATE: 11/11/11 BY: J. ARGUILLES CHECKED: J. ARGUILLES	SHEET 
		10000 N. W. 11th St., Suite 1111 Fort Lauderdale, FL 33304 Phone: (954) 555-1111 Fax: (954) 555-1111	11A-1 11' x 11'	11A-1 11' x 11'

This is



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

This is not a

Record

Architectural drawings for a unit apartment, including floor plans, elevations, and a table of dimensions.

Architectural Drawings:

- Top row: Three floor plans showing room layouts and dimensions.
- Middle row: Three elevations showing exterior views of the unit.
- Bottom row: Three elevations showing interior views of the unit.

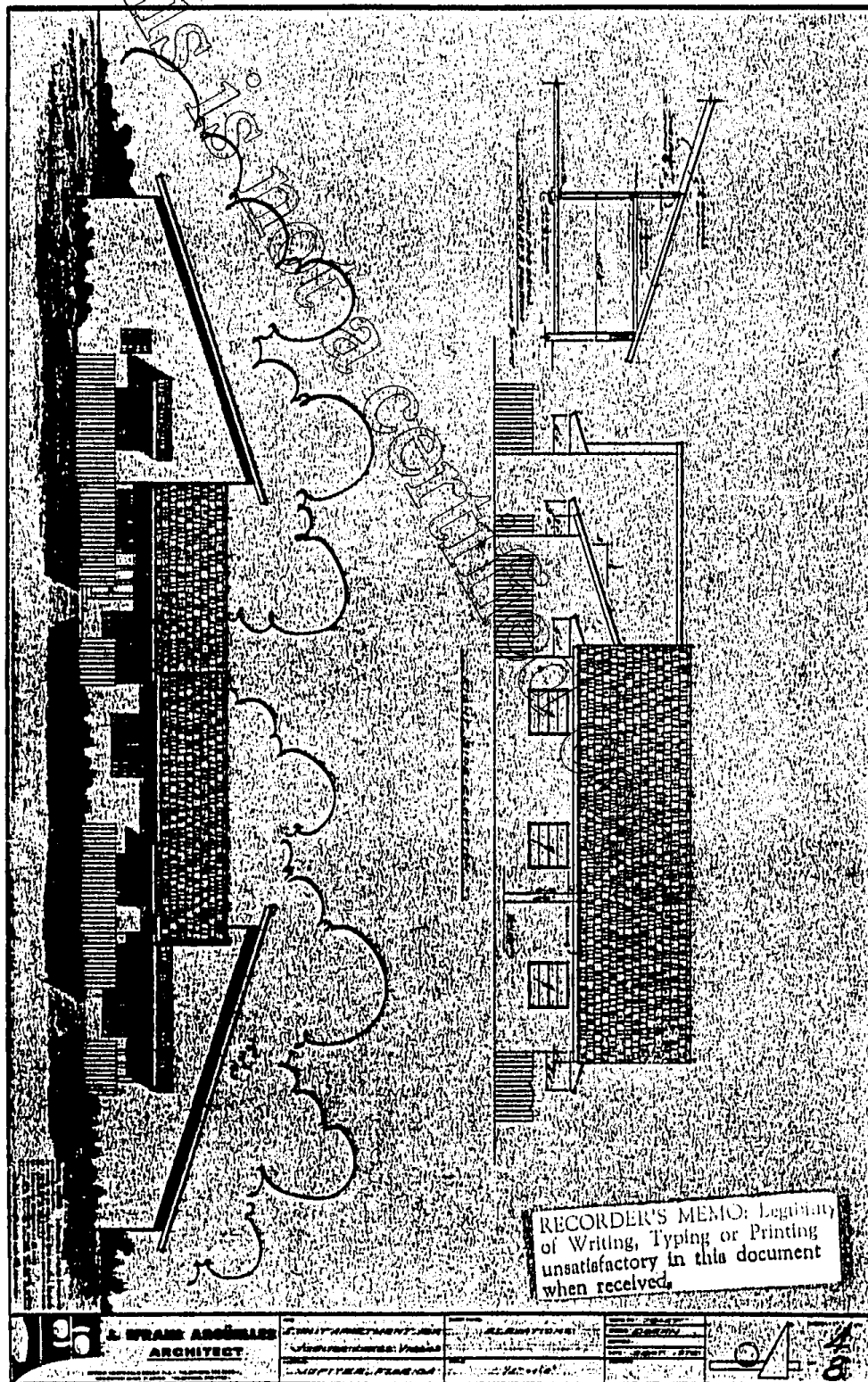
Table of Dimensions:

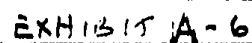
Room	Area	Perimeter	Volume
Living Room	120 sq. ft.	120 ft.	120 cu. ft.
Kitchen	80 sq. ft.	80 ft.	80 cu. ft.
Bathroom	60 sq. ft.	60 ft.	60 cu. ft.
Bedroom	100 sq. ft.	100 ft.	100 cu. ft.
Hallway	40 sq. ft.	40 ft.	40 cu. ft.
Entry	20 sq. ft.	20 ft.	20 cu. ft.
Storage	10 sq. ft.	10 ft.	10 cu. ft.
Total	430 sq. ft.	430 ft.	430 cu. ft.

Architectural Details:

- Unit Apartment for Jupiter Lakes Village
- Interior Elevations
- Architect: J. IFRAM ARGUELLES
- Address: 1000 N. W. 10th St., Ft. Lauderdale, Fla.
- Phone: 551-1234

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





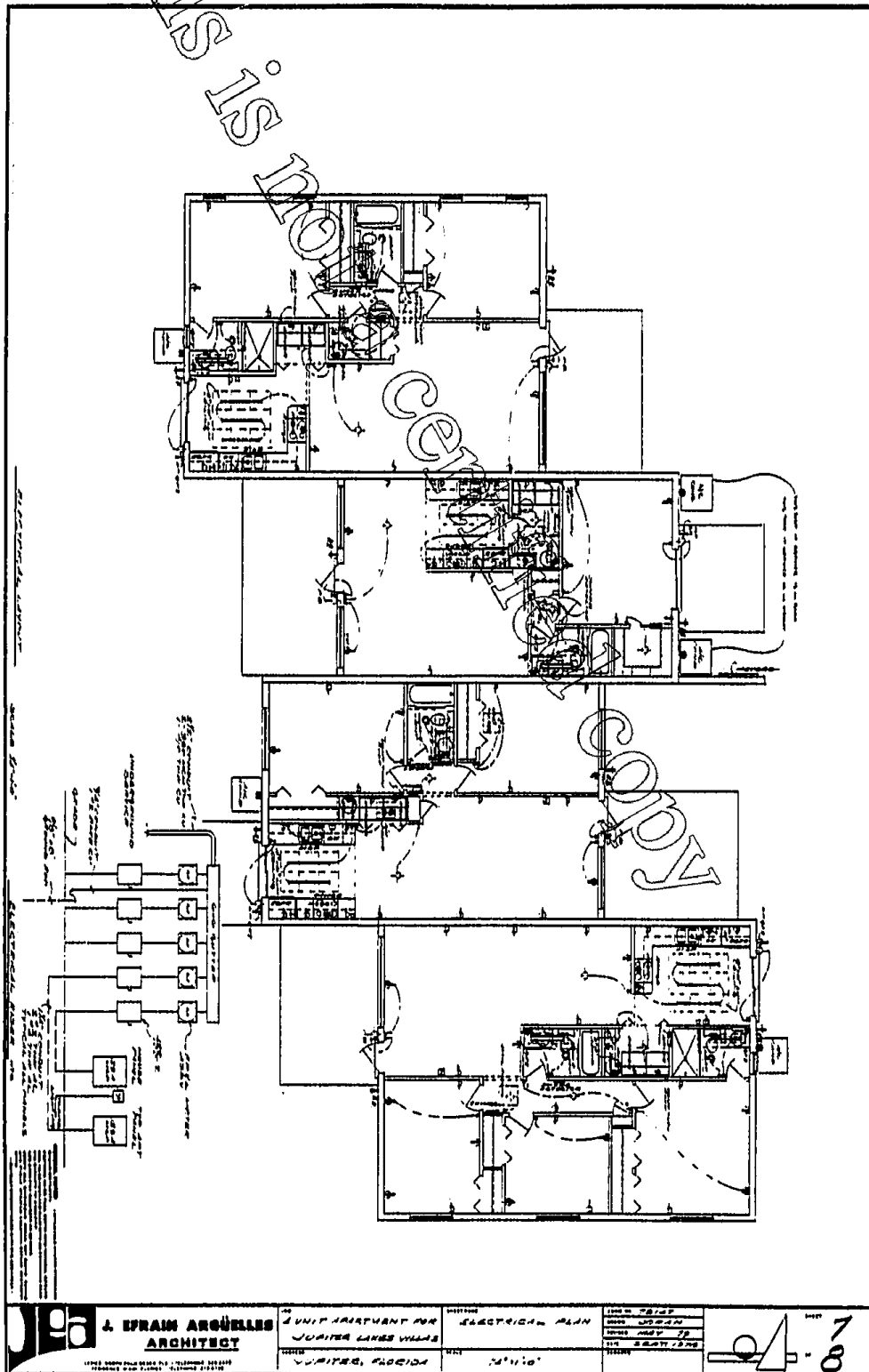
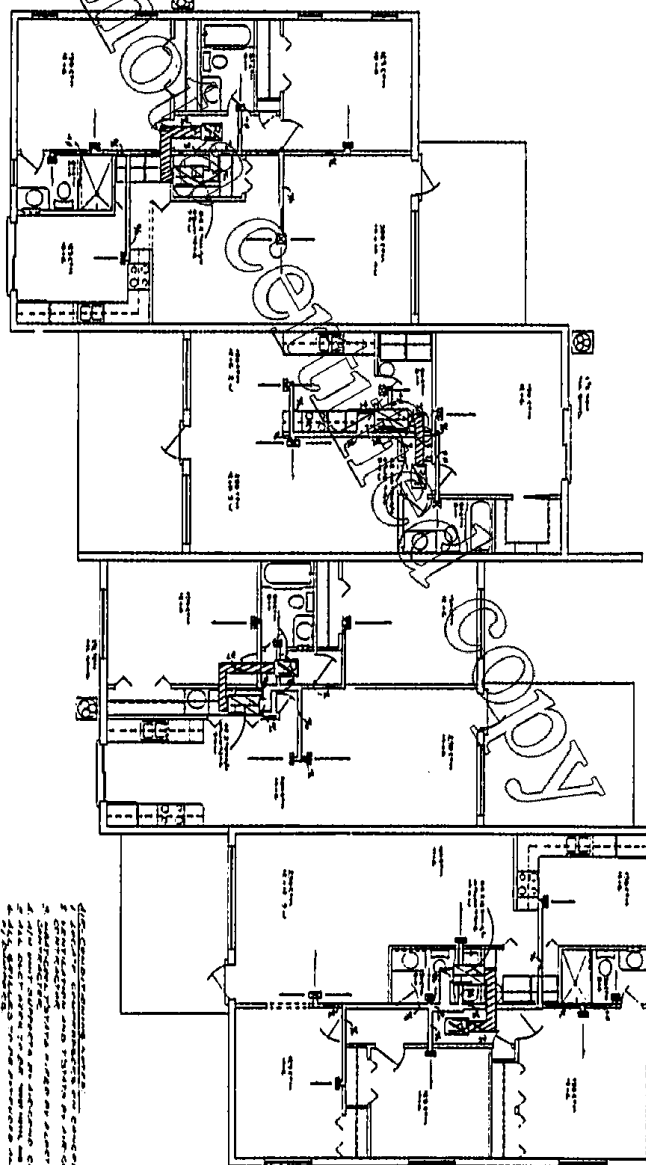


EXHIBIT A-7

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HE-CONDITIONING & APOUR

Section 7

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

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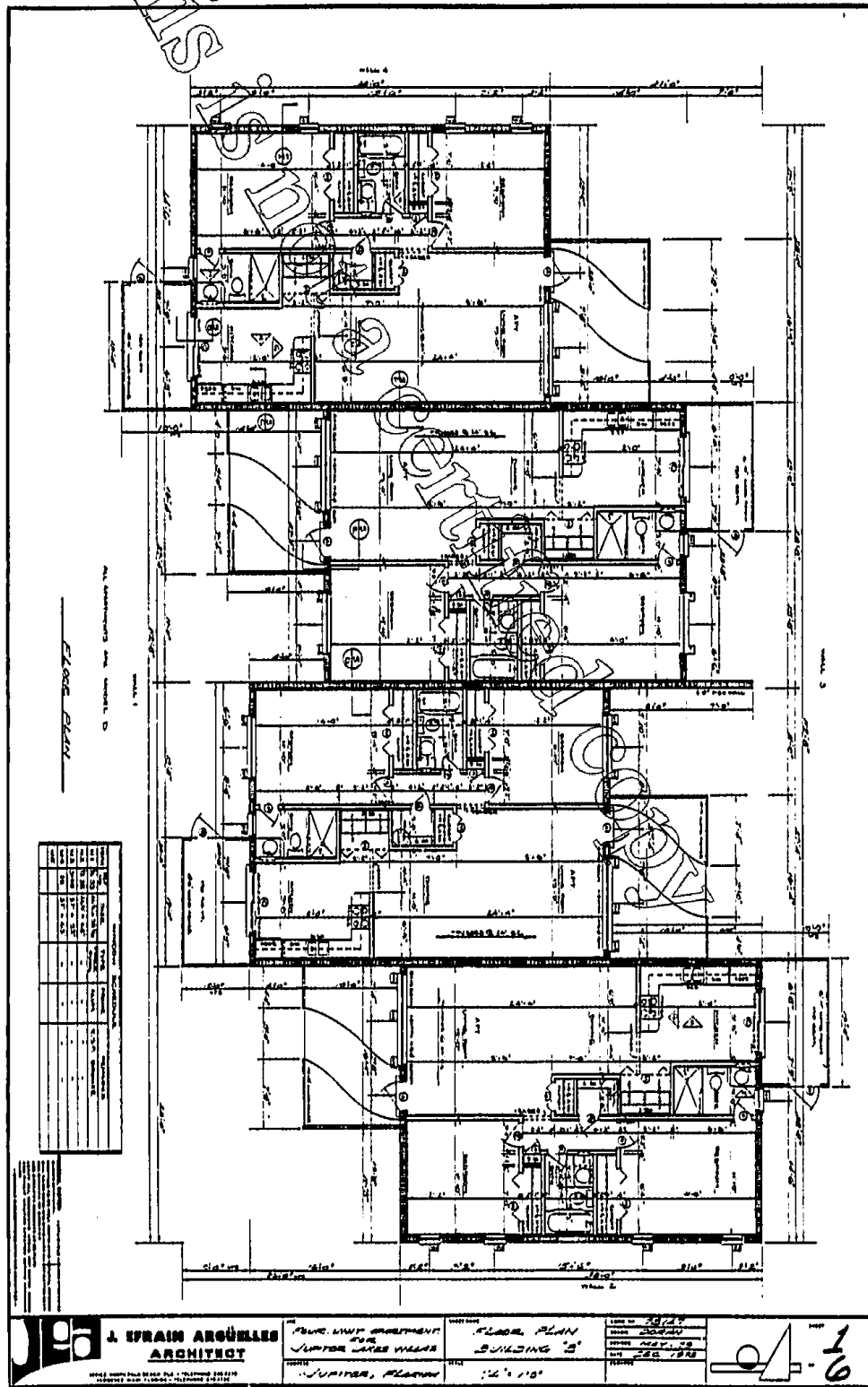
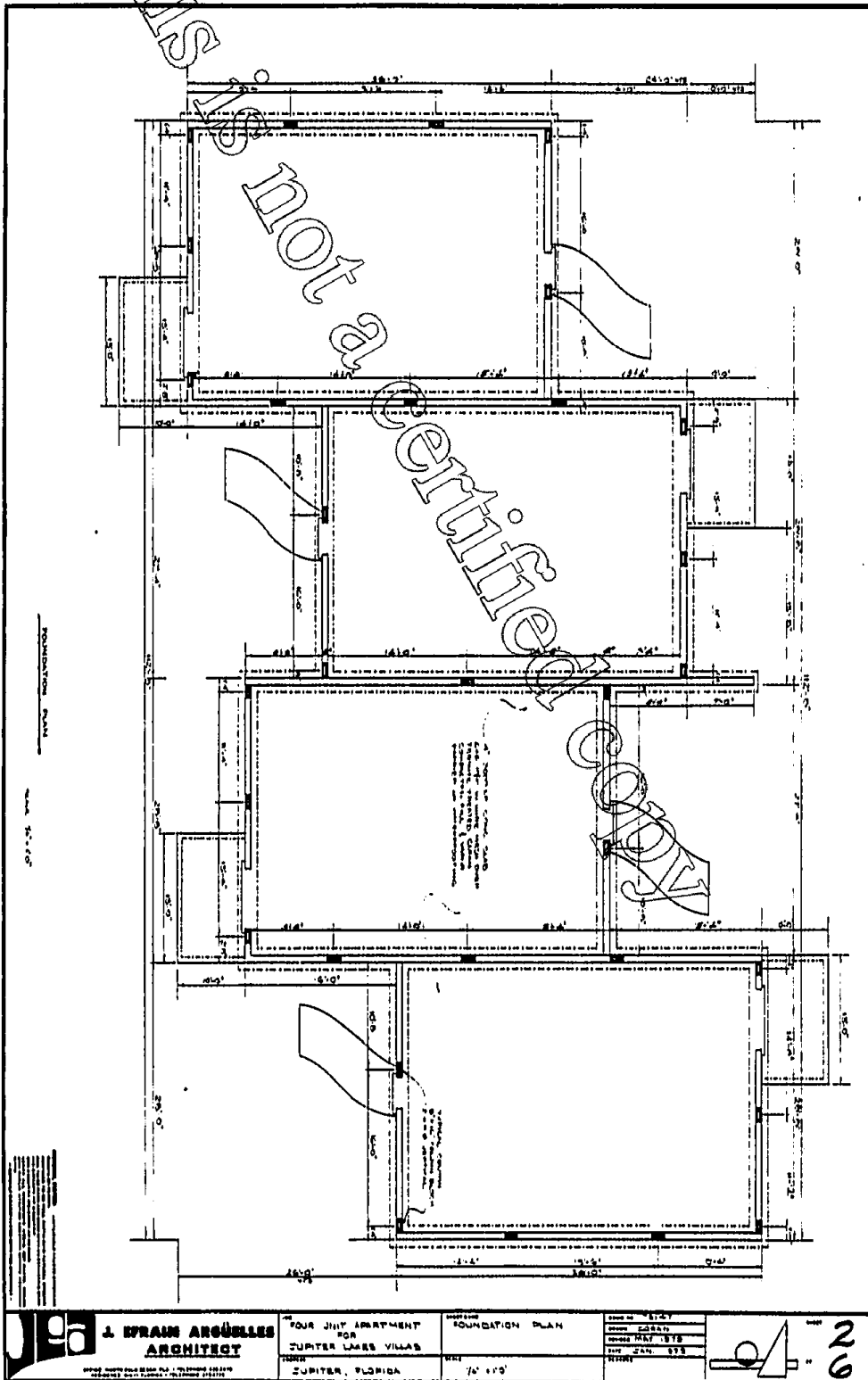


EXHIBIT A-9

This is Not a Certificate



This is a

Copyright

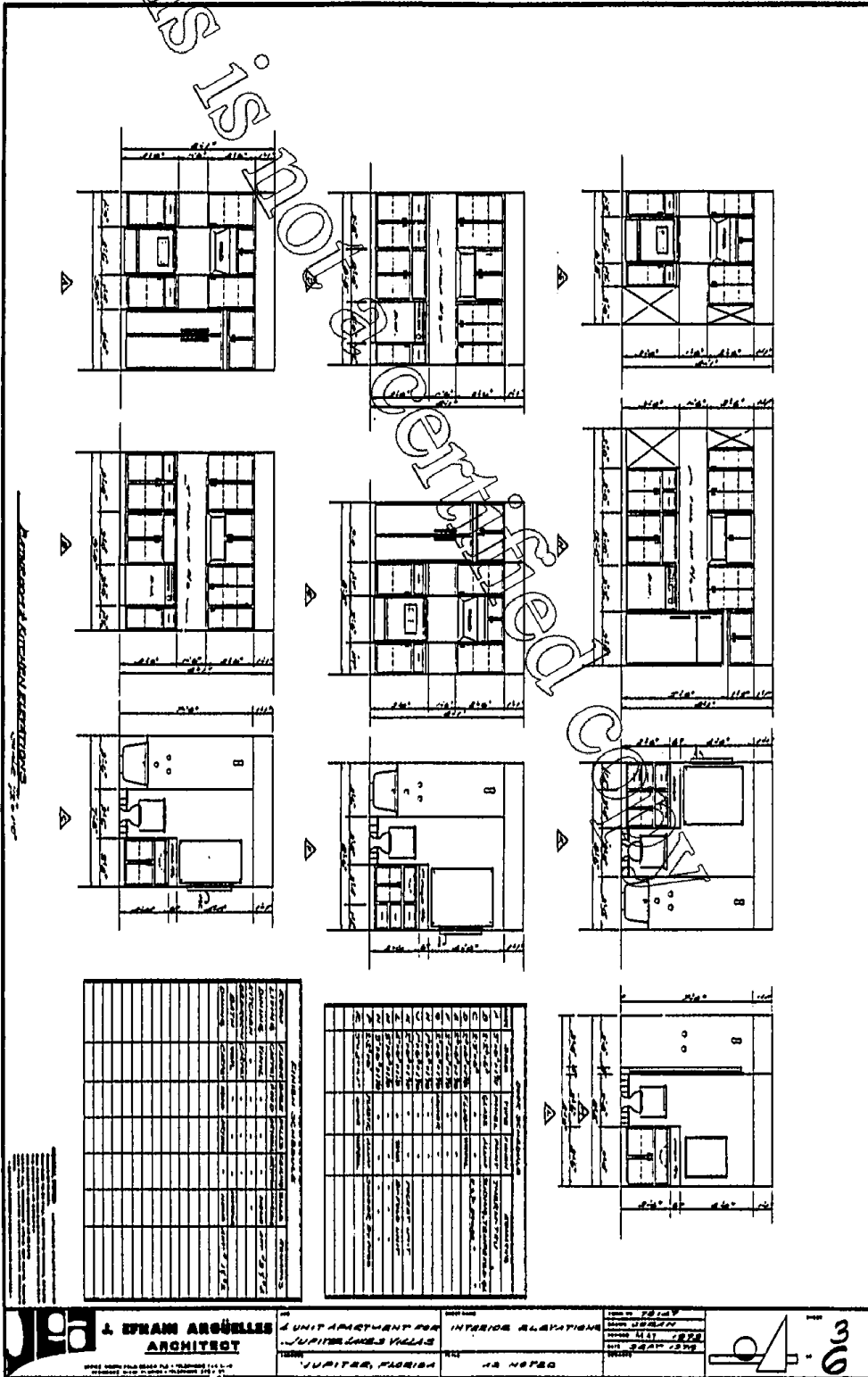


EXHIBIT A-11

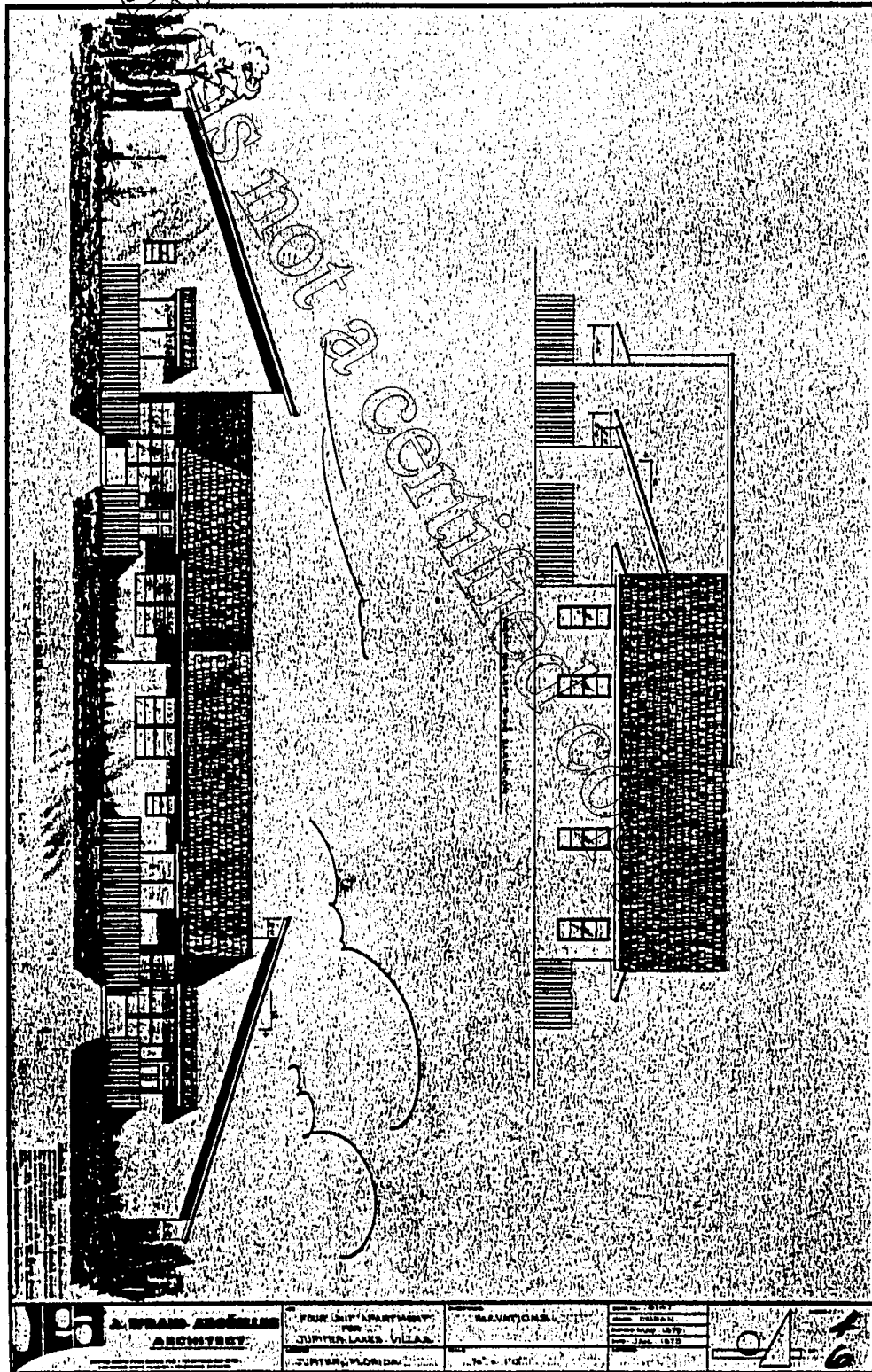
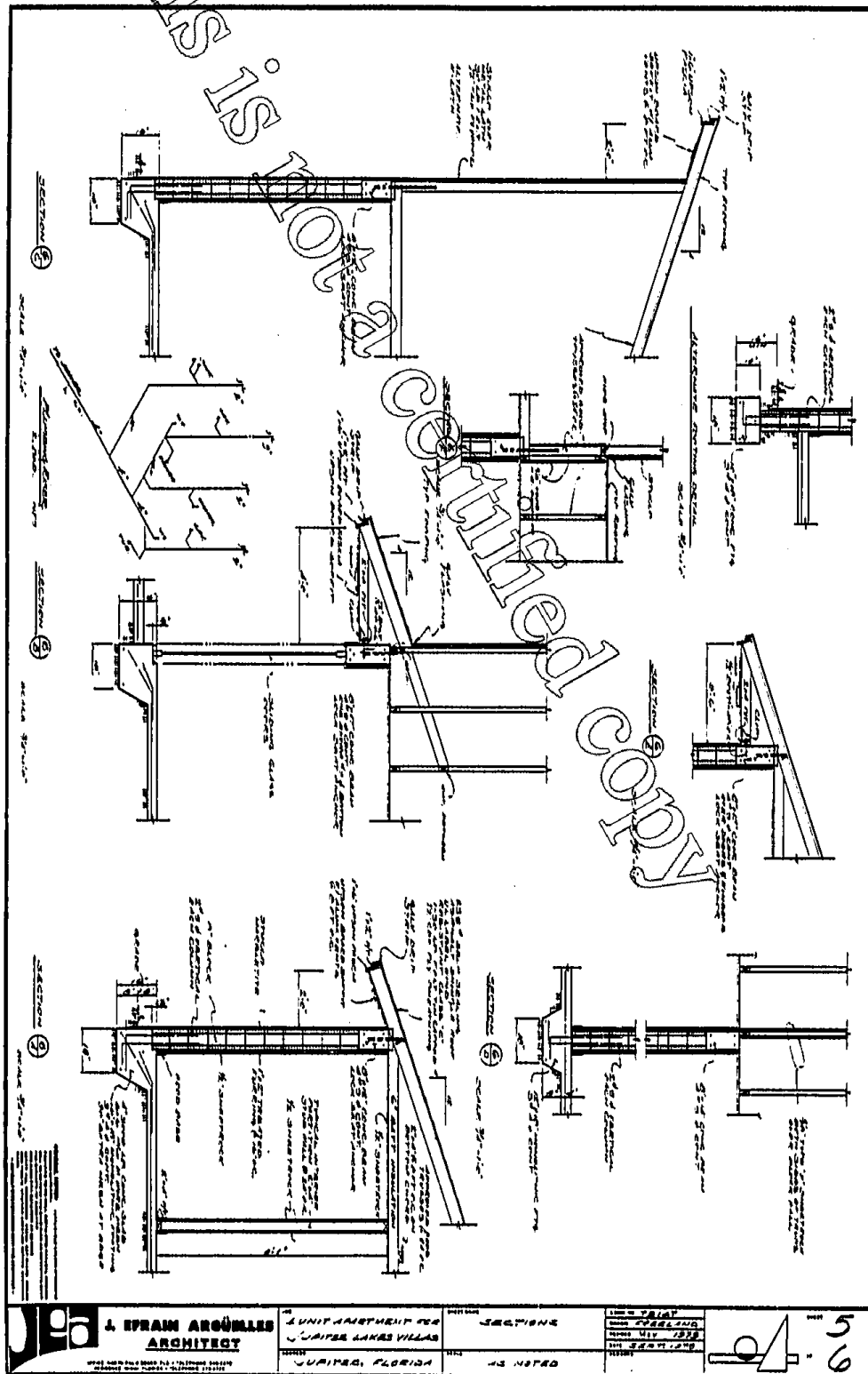
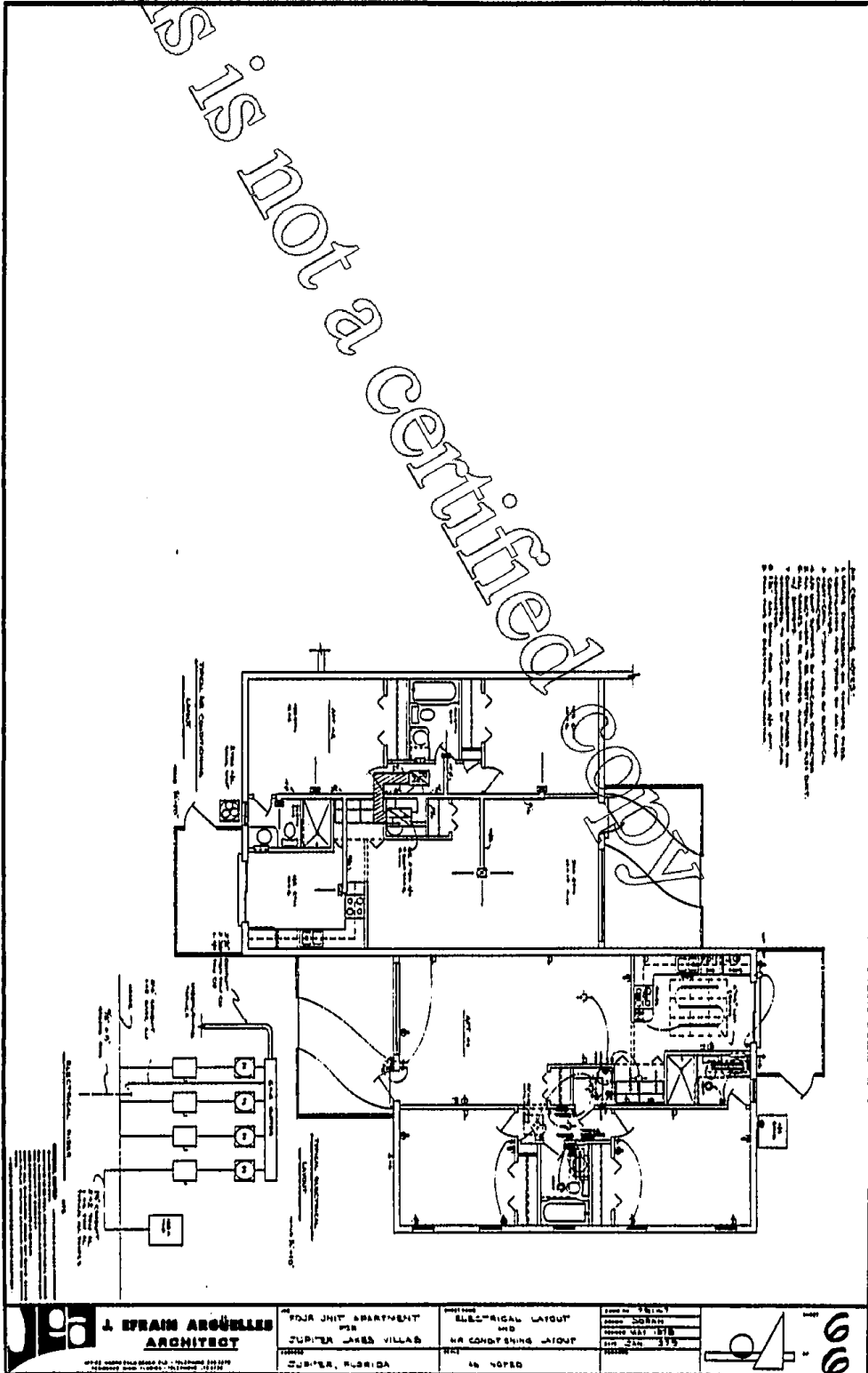


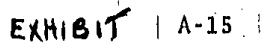
EXHIBIT A-12



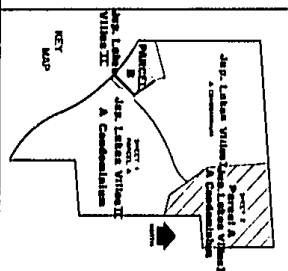
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RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



[illegible]

[illegible]

DRAWING 44-152 35047.2

CERTIFICATE: This is to certify that the SECTIONS OF SURVEY of the herein described property, in here and correct to the best of my knowledge and belief.

Shannon
Surveyor
2086

NOTE: NOT VALID UNLESS SEALED WITH AN APPROVED SURVEYOR'S SEAL. This survey prepared from field measurements supplied by client.

REVISIONS

REVISIONS	Building Use Revised	Date 3.8.78

PROJECT NAME:

LYONS, BEDDING & FERRARI, INC.
Contracting Engineers, Planning & Surveying
414 N. UNIVERSITY ROAD
APT. 1100, MIAMI, FLORIDA 33136

Scale: 1" = 30'

Date: 9-13-78

Drawn: GADY

Checked: GADY

Sheet: 01

Drawing No.: 28-529

Field Book: Pg. 7

File: No. 28-529

A CONDOMINIUM

II

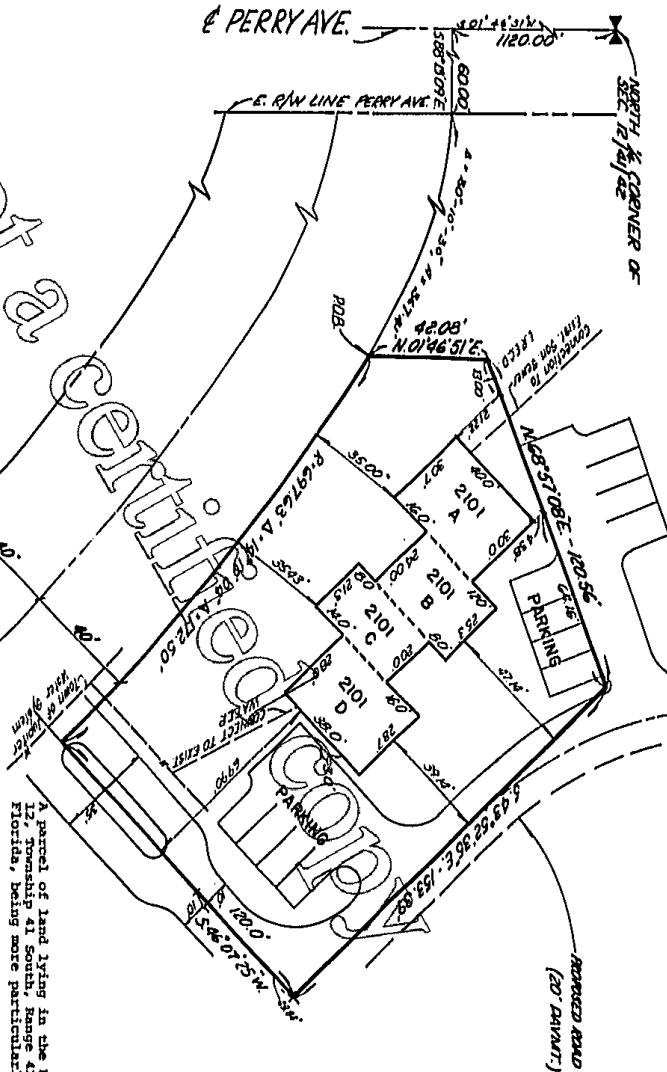
JUPITER LAKES VILLAS

PARCEL B

Containing 0.51 Acres.

1. Parcel of land lying in the Northeast Quarter of Section 12, Township 29 North, Range 30 East, County of Duval, State of Florida, being more particularly described as follows:

From the Northwest corner of the Northeast quarter of said Section 12, run S 01°46'51" W, along the West line of said Northeast Quarter; said line also being the center line of Perry Avenue, a distance of 1120.00 feet; thence S 88°13'09" E, a distance of 60.00 feet to a point on the East right-of-way line of Perry Avenue; said point also being the point of curvature of a 60.00 foot circular arc; thence along the arc of said curve, through a central angle of 30°10'30", a distance of 367.41 feet to the POINT OF BEGINNING; Proceed thence N 01°46'51" E, a distance of 42.09 feet; thence N 68°57'08" E, a distance of 120.56 feet; thence S 43°52'35" E, a distance of 153.39 feet; thence S 46°07'25" W, a distance of 120.00 feet to a point on a curve having a radius of 65.83 feet and the center of said curve through a central angle of 14°09'24", a distance of 172.50 feet to the POINT OF BEGINNING.



CERTIFICATE OF SURVEYOR

THIS CERTIFICATE OF SURVEYOR, made this 17th day of
October, 1979:

We, LINDAHL, BROWNING & FERRARI, INC., of Jupiter,
Palm Beach County, Florida, hereby certify as follows:

1. That we are surveyors authorized to practice
in the State of Florida.
2. That this Certificate is made as to the following-
numbered units in JUPITER LAKES VILLAS CONDOMINIUM II, a condo-
minium, located at 431 Jupiter Lakes Boulevard, Jupiter, Florida,
and in compliance with Section 718.104(4)(e) of the Florida Statutes,
as amended:

2101A, 2101B, 2101C, 2101D

3. That Exhibits A through A-17 of the Declaration of
Condominium, consisting of survey, site plan and architects'
drawings, together with the wording of the Declaration, constitute
correct representation of the improvements of the Condominium as
it now exists, that the construction of such improvements is
substantially complete so that the material, together with the
provisions of the Declaration describing the condominium property,
is an accurate representation of the location and dimensions of
the improvements, and that the identification, location and
dimensions of the common elements and of each unit can be determined
from these materials. Further, all planned improvements, including
but not limited to landscaping, utility services and access to the
above described units, and common element facilities serving the
buildings in which said units are located have been substantially
completed.

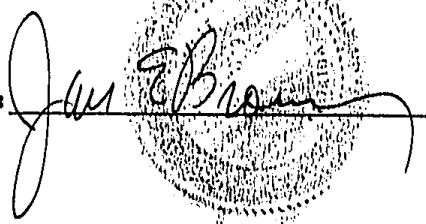
EXHIBIT A-18

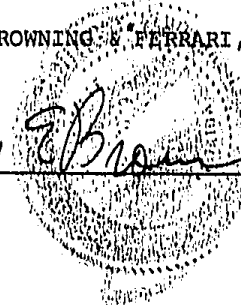
4. That the floor and ceiling elevations of each of said units have been determined and the National Geodetic Vertical Datum is as follows:

<u>Unit</u>	<u>Floor</u>	<u>Ceiling</u>
201A, B, C & D	9.5	17.6

LINDAHL, BROWNING & FERRARI, INC.

(SEAL)

BY: 



This is not a certified copy

EXHIBIT "B"

<u>UNIT DESIGNATION</u>	<u>BUILDING MODEL</u>	<u>FLOOR PLAN MODEL</u>	<u>UNDIVIDED INTEREST</u>
2101 A	A	A	1/84
2101 B		B	1/84
2101 C		C	1/84
2101 D		D	1/84
2102 A	A	A	1/84
2102 B		B	1/84
2102 C		C	1/84
2102 D		D	1/84
2103 A	A	A	1/84
2103 B		B	1/84
2103 C		C	1/84
2103 D		D	1/84
2104 A	B	D	1/84
2104 B		D	1/84
2104 C		D	1/84
2104 D		D	1/84
2105 A	B	D	1/84
2105 B		D	1/84
2105 C		D	1/84
2105 D		D	1/84
2106 A	B	D	1/84
2106 B		D	1/84
2106 C		D	1/84
2106 D		D	1/84
2107 A	B	D	1/84
2107 B		D	1/84
2107 C		D	1/84
2107 D		D	1/84
2108 A	B	D	1/84
2108 B		D	1/84
2108 C		D	1/84
2108 D		D	1/84
2109 A	A	A	1/84
2109 B		B	1/84
2109 C		C	1/84
2109 D		D	1/84
2110 A	A	A	1/84
2110 B		B	1/84
2110 C		C	1/84
2110 D		D	1/84
2111 A	A	A	1/84
2111 B		B	1/84
2111 C		C	1/84
2111 D		D	1/84

2112 A	B	D	1/84
2112 B		D	1/84
2112 C		D	1/84
2112 D		D	1/84
2113 A	A	A	1/84
2113 B		B	1/84
2113 C		C	1/84
2113 D		D	1/84
2114 A	A	A	1/84
2114 B		B	1/84
2114 C		C	1/84
2114 D		D	1/84
2115 A	B	D	1/84
2115 B		D	1/84
2115 C		D	1/84
2115 D		D	1/84
2116 A	A	A	1/84
2116 B		B	1/84
2116 C		C	1/84
2116 D		D	1/84
2117 A	A	A	1/84
2117 B		B	1/84
2117 C		C	1/84
2117 D		D	1/84
2118 A	A	A	1/84
2118 B		B	1/84
2118 C		C	1/84
2118 D		D	1/84
2119 A	A	A	1/84
2119 B		B	1/84
2119 C		C	1/84
2119 D		D	1/84
2120 A	A	A	1/84
2120 B		B	1/84
2120 C		C	1/84
2120 D		D	1/84
2121 A	A	A	1/84
2121 B		B	1/84
2121 C		C	1/84
2121 D		D	1/84

This is not a certified copy

EXHIBIT "C"

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 22, 1979, as shown by the records of this office.

The charter number for this corporation is 746388.

Given under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
22nd day of March, 1979.



GER 101
12-78

[Signature]
Secretary of State

FILED

MAR 22 1 31 PM '79

CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, as amended, and certify as follows:

ARTICLE I

NAME AND DEFINITIONS

The name of the corporation shall be JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as "Articles," and the Bylaws of the Association as "Bylaws."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of five (5) condominiums to be known as JUPITER LAKES VILLAS CONDOMINIUM I, JUPITER LAKES VILLAS CONDOMINIUM II, JUPITER LAKES VILLAS CONDOMINIUM III, JUPITER LAKES VILLAS CONDOMINIUM IV, and JUPITER LAKES VILLAS CONDOMINIUM V, all to be located on a parcel of real property lying north of Jupiter Lakes Boulevard in the Town of Jupiter, Palm Beach County, Florida.

ARTICLE III

POWERS

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

A. General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.

B. Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments and charges in the exercise of its powers and duties.
3. To buy and lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.
4. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
5. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
6. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
7. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before they shall become effective.
8. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of the Condominium and the Bylaws.
9. To enforce by legal means the provisions of Chapter 718, Florida Statutes, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.
10. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
11. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.
12. To employ personnel to perform the services required for proper operation of the condominium.

C. Purchase of Units. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

D. Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

E. Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

F. Limitation. 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 Bylaws.

ARTICLE IV

MEMBERS

A. Membership. The members of the Association shall consist of all of the record owners of units in the five (5) condominiums, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

B. Evidence. After approval of the transfer or of the ownership of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by (1) recording in the Public Records of Palm Beach County, Florida, a certificate of the Association stating the approval required by the Declaration, (2) recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (3) delivery to the Association of copies of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

C. Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

D. Voting. A member of the Association shall be entitled to at least one (1) vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

DIRECTORS

A. Number and Qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three (3) directors, and in the absence of that determination shall consist of five (5) directors. Directors need not be members of the Association.

B. Duties and Powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

C. Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. Election. When unit owners other than the Developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other

than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association; (a) three (3) years after sales by the Developer have been closed of fifty (50%) percent of the units that will be operated ultimately by the Association; (b) three (3) months after sales have been closed by the Developer of ninety (90%) percent of the units that will be operated ultimately by the Association; (c) when all of the units to be operated by the Association have been completed and some of them have been conveyed to purchasers and none of the others are being offered by the Developer for sale in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any units in the Jupiter Lakes Villas Condominium.

E. Meeting. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose.

F. Approval. As long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (a) Assessment of the Developer as a unit owner for capital improvements, or (b) any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the units.

G. First Directors. 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:

Jon L. Oswald	211 Elsa Road Jupiter, Florida 33458
Robert D. Hoke	931 Turner Quay Jupiter, Florida 33458
William C. Clark	7710 South Flagler Drive West Palm Beach, Florida

ARTICLE VI

OFFICERS

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

President/Director	Jon L. Oswald 211 Elsa Road Jupiter, Florida 33452
Vice President	William C. Clark 7710 South Flagler Drive West Palm Beach, Florida
Secretary/Treasurer	Robert D. Hoke 931 Turner Quay Jupiter, Florida 33452

ARTICLE VII

INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE VIII

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE IX

AMENDMENTS

Amendments to those Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

1. by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or,
2. by not less than eighty (80%) percent of the votes of the entire membership of the Association.

C. Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in Paragraphs C through F of Article III, entitled "Powers," without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

OFFICE

The registered office of the corporation shall be at 530 Jupiter Lakes Boulevard, Jupiter, Florida 33458.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

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

Jon L. Oswald

211 Elsa Road
Jupiter, Florida 33458

William C. Clark

7710 South Flagler Drive
West Palm Beach, Florida

Robert D. Hoke

931 Turner Quay
Jupiter, Florida 33458

IN WITNESS WHEREOF, the subscribers have affixed
their signatures this 22 day of FEBRUARY 1979.

[Signature]
Jon L. Oswald, President/Director

[Signature]
William C. Clark, Vice President

[Signature]
Robert D. Hoke, Secretary/Treasurer

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally
appeared JON L. OSWALD, who, after being duly sworn,
acknowledges that he executed the foregoing Articles of
Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in the County
and State last aforesaid this 22 day of FEBRUARY 1979.

(NOTARY SEAL)

[Signature]
Jeffrey H. Daversa, Notary Public

My commission expires: 1-20-80

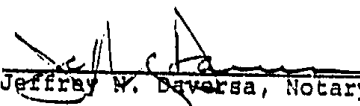
STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared WILLIAM C. CLARK, who, after being duly sworn, acknowledges that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of FEBRUARY 1979.

(NOTARY SEAL)


Jeffrey W. Daversa, Notary Public

My commission expires: 1-20-80

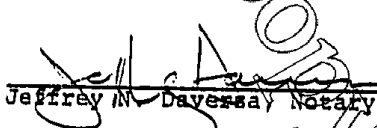
STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared ROBERT D. HOKE, who, after being duly sworn, acknowledges that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of FEBRUARY 1979.

(NOTARY SEAL)


Jeffrey W. Daversa, Notary Public

My commission expires: 1-20-80

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UNDER WHOM PROCESS MAY BE SERVED.

FILED
Mar 22 11 32 PM '79
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office (as indicated in the articles of incorporation at City of Jupiter, County of Palm Beach State of Florida, has named ROBERT D. HOKE located at 530 Jupiter Lakes Boulevard (Street address and number of building, Post Office Box address not acceptable) City of Jupiter, County of Palm Beach State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

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

By Robert D. Hoke
(Resident Agent)

This is not a certified copy

EXHIBIT "D"