



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.



CER 101
12-78

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

Leah F. [Signature]
Secretary of State

JUPITER LAKES VILLAS CONDOMINIUM II
A CONDOMINIUM

431 Jupiter Lakes Boulevard
Jupiter, Florida 33458

O F F E R I N G C I R C U L A R

THIS OFFERING CIRCULAR CONTAINS IMPORTANT MATTERS
TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY
IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL
REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS,
AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER.
REFER TO THIS OFFERING CIRCULAR AND ITS EXHIBITS FOR CORRECT
REPRESENTATIONS.

S U M M A R Y
I M P O R T A N T M A T T E R S

1. THIS CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS.
2. NO LEASE ON OR FOR RECREATIONAL FACILITIES IS ASSOCIATED WITH THIS CONDOMINIUM.
3. NO RECREATIONAL FACILITIES ARE ASSOCIATED WITH THIS CONDOMINIUM.
4. UNIT OWNERS ARE NOT REQUIRED TO BE LESSEES OF OR PAY RENTAL UNDER ANY RECREATIONAL LEASE.
5. UNIT OWNERS WILL NOT PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES.
6. THERE IS NO LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF RENT OR OTHER EXACTIONS UNDER ANY RECREATION LEASE.
7. THERE IS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.
8. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD, AS MORE PARTICULARLY SET FORTH IN ARTICLE V OF THE DECLARATION OF CONDOMINIUM ATTACHED AS EXHIBIT "A" TO THIS OFFERING CIRCULAR, AND PROVIDED FOR IN THE FLORIDA STATUTES.
9. THE SALE, LEASE OR CONTROL OF YOUR UNIT IS RESTRICTED OR CONTROLLED TO THE EXTENT PROVIDED FOR UNDER ARTICLE XI OF THE DECLARATION OF CONDOMINIUM ATTACHED AS EXHIBIT "A" TO THIS OFFERING CIRCULAR.
10. THE ESTIMATED OPERATING BUDGET OF THE CONDOMINIUM AND THE APPORTIONMENT OF COMMON EXPENSES IS SET FORTH IN EXHIBIT "B" OF THIS OFFERING CIRCULAR.
11. THE FORM OF CONTRACT OF PURCHASE AND SALE FOR THE UNITS IN THIS CONDOMINIUM IS ATTACHED AS EXHIBIT "E" TO THIS OFFERING CIRCULAR.
12. THE ARTICLES OF INCORPORATION CREATING THE ASSOCIATION AND THE BYLAWS GOVERNING SAME ARE ATTACHED AS EXHIBITS "C" AND "D" RESPECTIVELY OF THE DECLARATION OF CONDOMINIUM, WHICH IS ATTACHED AS EXHIBIT "A" TO THIS OFFERING CIRCULAR.
13. THE FORM OF ESCROW AGREEMENT UTILIZED IN CONNECTION WITH DEPOSITS FROM PURCHASERS IS ATTACHED AS EXHIBIT "F" TO THIS OFFERING CIRCULAR.
14. THE FORM OF RECEIPT FOR CONDOMINIUM DOCUMENTS IS ATTACHED AS PART OF THE PURCHASE AND SALE AGREEMENT WHICH IS EXHIBIT "G" OF THIS OFFERING CIRCULAR.

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Exhibit B	Operating Budget
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Exhibit E	Copy of Purchase Contract for Units
Exhibit F	Copy of Agreement for Escrow Payments made to Developer prior to sale
Exhibit G	Receipt for Condominium Documents
Exhibit H	Plot Plan showing location of build- ings and common areas

1. Description of Jupiter Lakes Villas
Condominium II.

(a) Jupiter Lakes Villas Condominium II is being developed by Jupiter Lakes Villas, Inc., a Florida corporation, and is located at 431 Jupiter Lakes Boulevard, Jupiter, Florida. The mailing address is Post Office Box 1415, Jupiter, Florida 33458. The name of the condominium association is Jupiter Lakes Villas Condominium Association, Inc., a Florida corporation not for profit.

(b) Jupiter Lakes Villas Condominium II is being constructed on a parcel of land lying in Section 12, Township 41 South, Range 42 East, Palm Beach County, Florida. The condominium consists of twenty-one (21) single-story buildings, each containing four (4) residential units. Jupiter Lakes Villas Condominium II, therefore, consists of a total of eighty-four (84) units.

(c) The condominium units are being constructed with four (4) separate floor plans, referred to as Models "A," "B," "C" and "D." Model "A" is a three (3) bedroom, two (2) bathroom unit. Model "B" is a two (2) bedroom, one (1) bathroom unit. Model "C" is a one (1) bedroom, one (1) bathroom unit. Model "D" is a two (2) bedroom, two (2) bathroom unit.

(d) Fourteen (14) of the twenty-one (21) buildings comprising Jupiter Lakes Villas Condominium II contain one (1) each of the four (4) separate floor plans described in Subparagraph (c) above. These fourteen (14) buildings are referred to as Building Model "A." Seven (7) of the twenty-one (21) buildings contain four (4) Model "D" floor plans. These seven (7) buildings are referred to as Building Model "B." Reference must be made to the survey and plot plan for the location and identity of the various buildings.

(e) A copy of the plot plan and survey of the condominium is attached hereto as Exhibit H.

(f) It is estimated that Jupiter Lakes Villas Condominium II will be finished and ready for full occupancy as set forth on Page Three of the Purchase and Sale Agreement.

(g) In addition to Jupiter Lakes Villas Condominium II, consisting of eighty-four (84) residential units, Developer is constructing an additional fifty-two (52) residential units, so that a total of one hundred thirty-six (136) units will eventually be constructed on a parcel of land comprised of approximately seventeen (17) acres. The additional units are known as Jupiter Lakes Villas Condominium I. The number of condominiums may vary, but not more than a total of one hundred thirty-six (136) units will be constructed. The total of one hundred thirty-six (136) units will use facilities in common with the condominium, and all of these units shall be operated by Jupiter Lakes Villas Condominium Association, Inc. These common facilities consist of the roads, roadways and landscaped portions of the property.

2. THE CONDOMINIUM IS CREATED AND BEING SOLD ON A FEE SIMPLE INTEREST BASIS AND THERE IS NO LEASEHOLD.

3. Description of Recreational Facilities.

Developer does not plan to construct any recreational facilities to be used by unit owners.

4. Leasing. Developer's plans do not include a program of leasing units rather than selling them, but Developer reserves the right to lease units in accordance with Article XI, Paragraph G, of the Declaration of Condominium.

5. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

6. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Such restrictions may be located in the Declaration of Condominium at Article XI (Page 17).

7. Restrictions. The unit owners are restricted to the use of their unit for residential purposes and cannot use such unit for any commercial purposes or any unlawful or immoral purpose. The keeping of pets at Jupiter Lakes Villas Condominium II is restricted and reference is made to Article X of the Declaration of Condominium for the full text of this restriction and for additional restrictions.

8. Utilities. Water is being furnished to unit owners at Jupiter Lakes Villas Condominium II by the Town of Jupiter. Sewage will be collected by the Loxahatchee Environmental Control District. Garbage disposal is being offered by Nichols Sanitation, Inc. Drainage from the condominium property is in accordance with local municipal, county and state ordinances, regulations and standards, and the cost of maintaining same will be billed directly to the Association and made a part of each unit owner's assessment by Jupiter Lakes Property Owners Association, a Florida non-profit corporation charged with the responsibility of providing positive drainage to this parcel and contiguous parcels. Electric power is being furnished by Florida Power & Light Company. Cable television service is offered by Palm Beach Cable T.V. The charge for these utility services will be paid by the unit owners directly or indirectly, as in the case of drainage, through the Association.

9. Management. During the time the Developer is in control of the Association, as hereinabove referred to, management of the Association shall be by appointees of the Developer. The Developer shall charge no fee to the unit owners for its management expertise. THERE IS NO CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY.

10. Apportionment of Common Expenses and Ownership of Common Elements. Reference is made to Article VI of the Declaration of Condominium. This sets forth the percentage of common expenses, common surplus and common elements of Jupiter Lakes Villas Condominium II. The apartments at Jupiter Lakes Villas Condominium II are numbered as shown in the exhibits to the Declaration of Condominium. The percentage of ownership was determined by allocating an equal share of one-eighty-fourth (1/84th) to each of the eighty-four (84) units.

11. Operating Budget. Attached hereto as Exhibit "B" is an estimated operating budget for Jupiter Lakes Villas Condominium II and the Association, and a schedule of unit owner's expenses which contains the information required by Florida Statute 718.

12. Schedule of Estimated Closing Costs. Closing costs attributable to the transfer of title shall be paid by the seller. These costs include the expense of a title insurance policy to be delivered to the purchaser, documentary stamp taxes and surtax and the cost of recording the warranty deed. If the purchaser is financing the purchase through Atlantic Federal Savings and Loan Association of Fort Lauderdale, then reference must be made to the Purchase Contract which is attached as an exhibit. If another lender is used by purchaser, then all mortgage closing costs will be paid by the purchaser. These closing costs will include, but not be limited to, the following:

(a) Documentary stamps to be placed on promissory note -- \$1.50 per thousand dollars of the amount of the note.

(b) Intangible tax to be paid on recording the mortgage -- 2 mills applied to the amount of the mortgage note.

(c) Recording charge for recording mortgage -- approximately \$10.60.

(d) Prepaid interest for points charged by lender on the amount of the mortgage -- approximately 2% to 3% of the amount of the mortgage, which will vary.

(e) Credit report charged by lender -- approximately \$20.00.

(f) Appraisal fee charged by lender's appraisers -- approximately \$50.00.

(g) Attorney's fee charged by lender's attorney -- amount will vary.

(h) Title charges charged by lender's attorney -- amount will vary.

(i) Establishment of escrow account for taxes -- amount will vary.

(j) Interest chargeable from date of closing through first due payment -- amount will vary.

13. Identity of Developer and Chief Operating Officer. Jupiter Lakes Villas, Inc. is a Florida corporation. The chief operating officer of Jupiter Lakes Villas, Inc. is Jon L. Oswald, who is a developer of real estate in Palm Beach County and Martin County, and who has extensive experience in the construction of single-family and multi-family residences.

EXHIBIT A

PROPOSED DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM
OF
JUPITER LAKES VILLAS CONDOMINIUM II,
a Condominium

MADE this day of , 197 , by
JUPITER LAKES VILLAS, INC., a Florida Corporation, called
"Developer," for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declara-
tions:

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

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 CONDO-
MINIUM ASSOCIATION, INC., as amended from time to time, and
its successors.

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

This instrument prepared by:
Jeffrey N. Daversa, Esquire
DAVERSA AND MARTYN, ATTORNEYS
393 Tequesta Drive
Post Office Box 3765
Tequesta, Florida 33458

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."

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 Schedule "B."

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

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 mortgagees and lienors 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.

By: _____
President

Attest:

Secretary

(CORPORATE SEAL)

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 day of
1979.

(NOTARY SEAL)

Notary Public

My commission expires:

SCHEDULE A

PARCEL A:

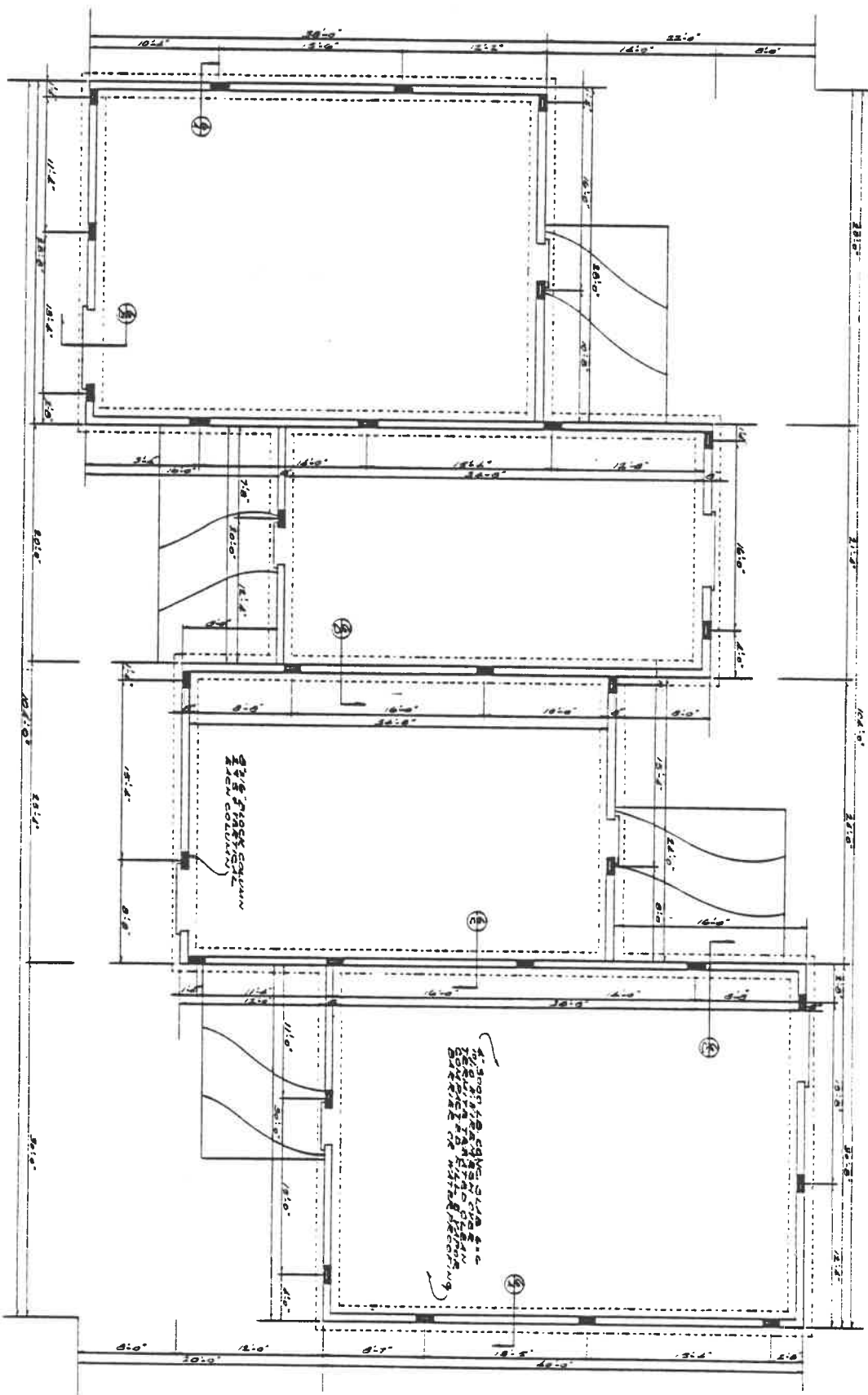
A parcel of land lying in the northeast quarter of Section 12, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

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 N 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 146.55 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 248.47 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.



FOUNDATION PLAN

SCALE 1/4" = 1'-0"

NOTES:
1. FOUNDATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE FLORIDA BUILDING CODE.
2. ALL FOUNDATION ELEMENTS SHALL BE CONCRETE.
3. ALL FOUNDATION ELEMENTS SHALL BE REINFORCED WITH STEEL.
4. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED AGAINST CORROSION.
5. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED AGAINST FLOODING.
6. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED AGAINST COLLAPSE.
7. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED AGAINST FIRE.
8. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED AGAINST THEFT.
9. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED AGAINST VANDALISM.
10. ALL FOUNDATION ELEMENTS SHALL BE PROTECTED AGAINST TERRORISM.



J. IFRAIN ARGUELLES
ARCHITECT

OFFICE: 1001 N. PALM BEACH BLVD., SUITE 100, PALM BEACH, FLORIDA 33480
TELEPHONE: (407) 833-1111
FAX: (407) 833-1112

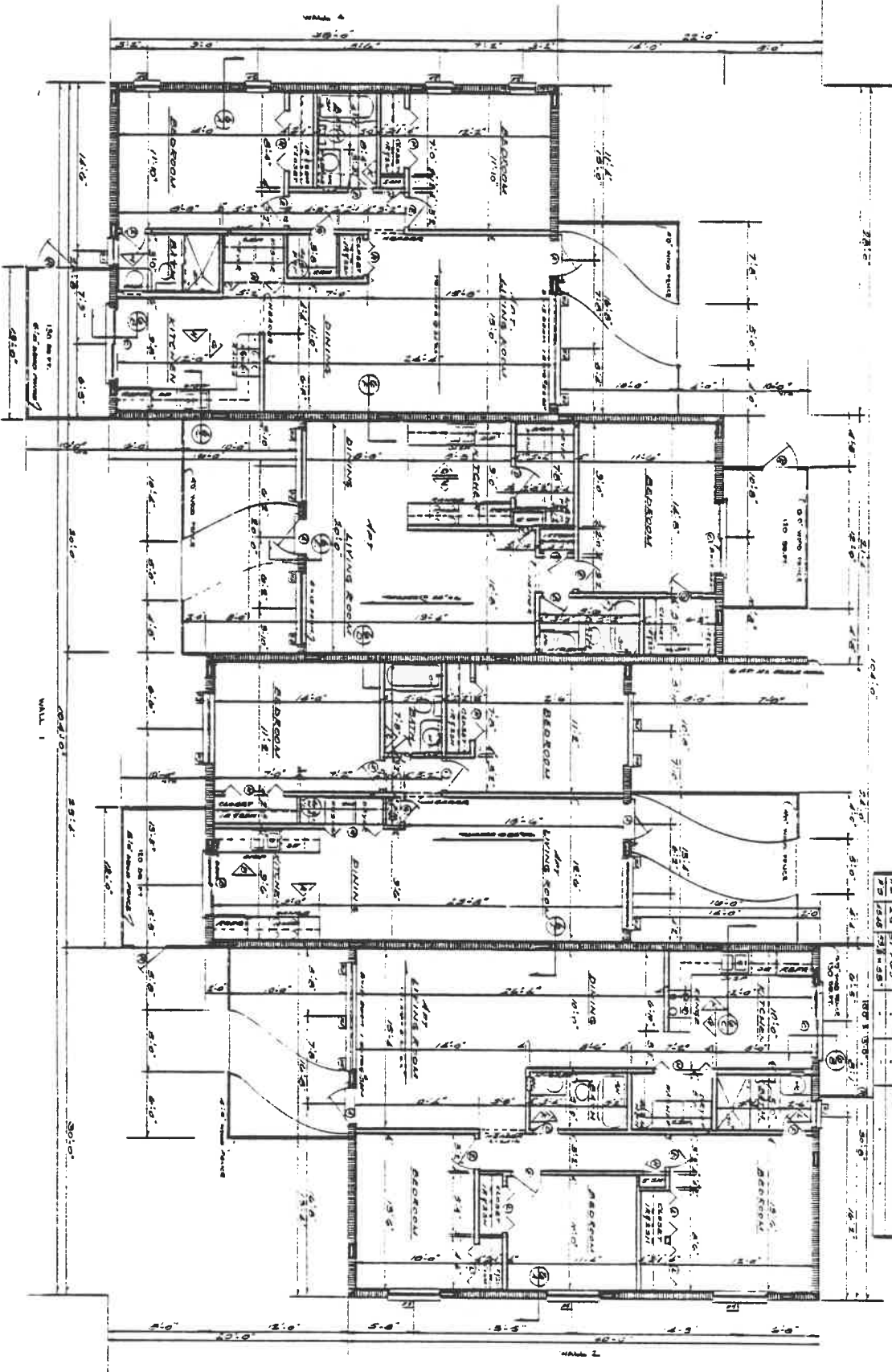
PROJECT: 1 UNIT APARTMENT FOR JUPITER LAKES VILLAS
LOCATION: JUPITER, FLORIDA

SHEET NAME: FOUNDATION PLAN
BUILDING "A"
SCALE: 1/4" = 1'-0"

DATE: 05/17/79
DRAWN BY: DORAN
CHECKED BY: JAY 79
DATE: 05/17/79



1/8



FINISH SCHEDULE

NO.	DESCRIPTION	FINISH
1	CEILING	AC
2	FLOOR	AC
3	WALL	AC
4	DOOR	AC
5	WINDOW	AC
6	STAIR	AC
7	BATH	AC
8	KITCHEN	AC
9	DINING	AC
10	LIVING	AC
11	BEDROOM	AC
12	HALL	AC
13	CLOSET	AC
14	ENTRY	AC
15	POOR	AC
16	LANDSCAPE	AC
17	PAVING	AC
18	CONCRETE	AC
19	BRICK	AC
20	STONE	AC
21	WOOD	AC
22	GLASS	AC
23	METAL	AC
24	PLASTER	AC
25	STUCCO	AC
26	CEMENT	AC
27	SAND	AC
28	GRAVEL	AC
29	ASPHALT	AC
30	PAVING	AC

MODEL D TWO BEDROOM-TWO BATH

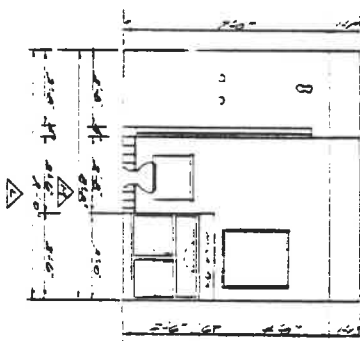
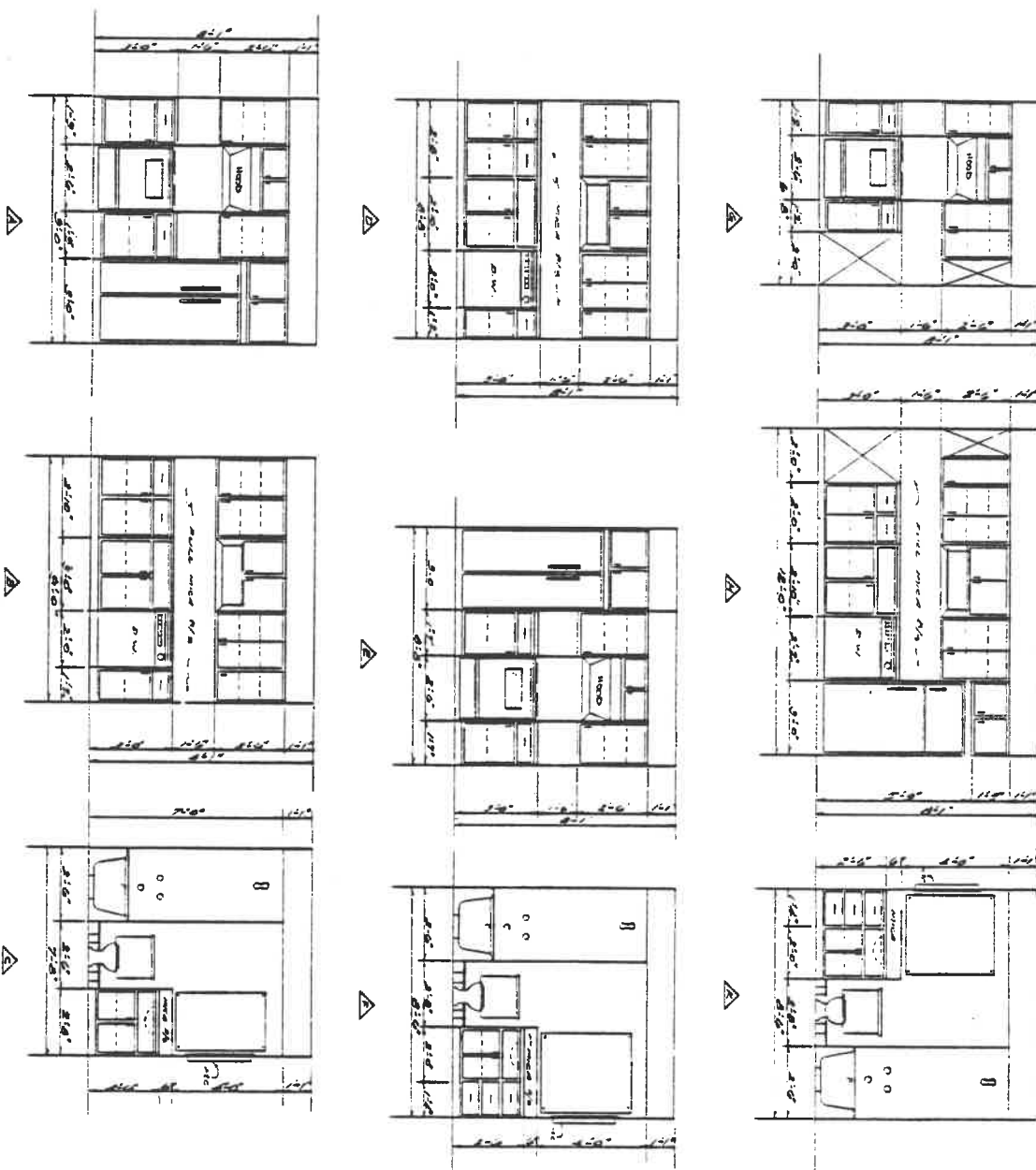
MODEL C ONE BEDROOM-ONE BATH

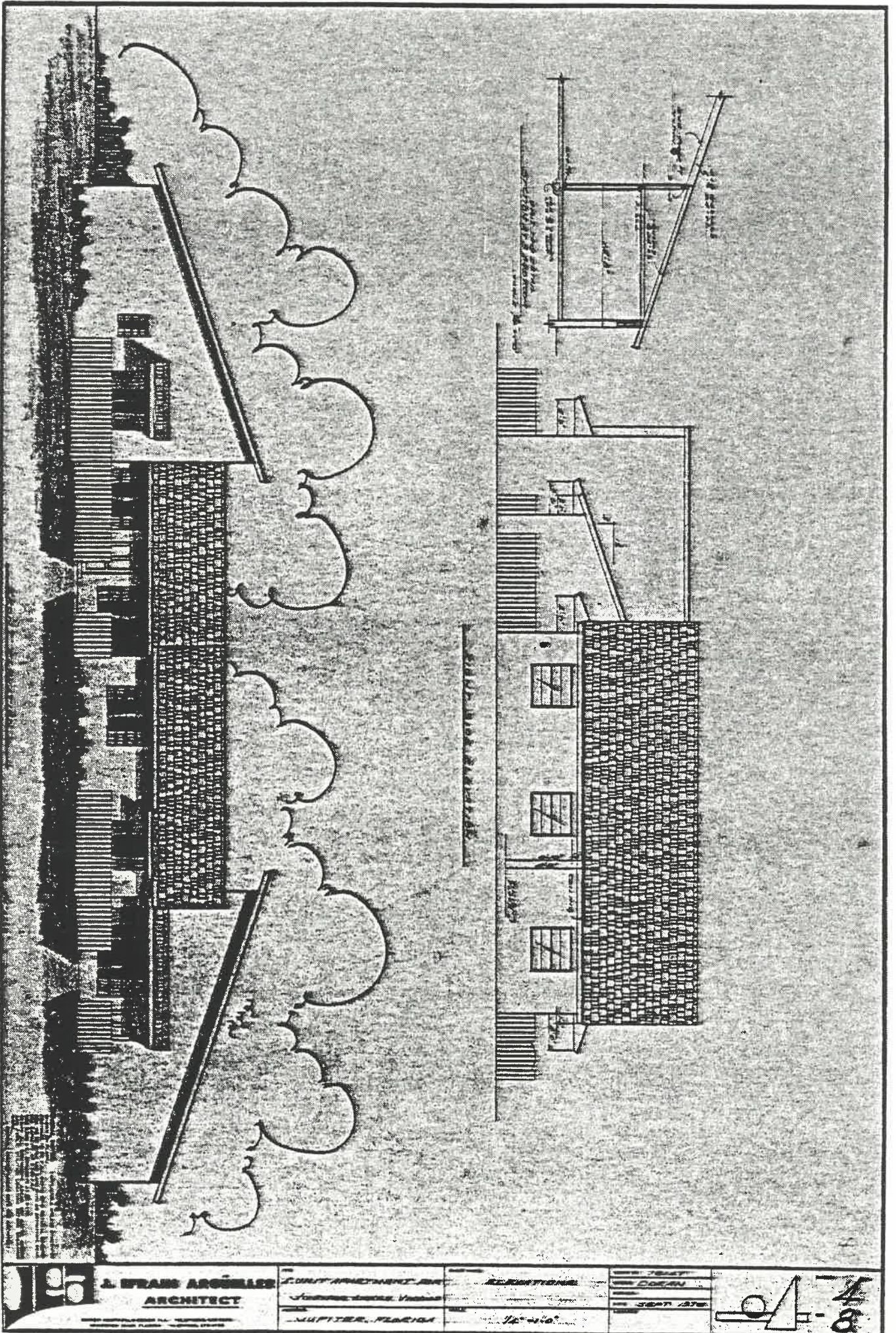
MODEL B TWO BEDROOM-ONE BATH

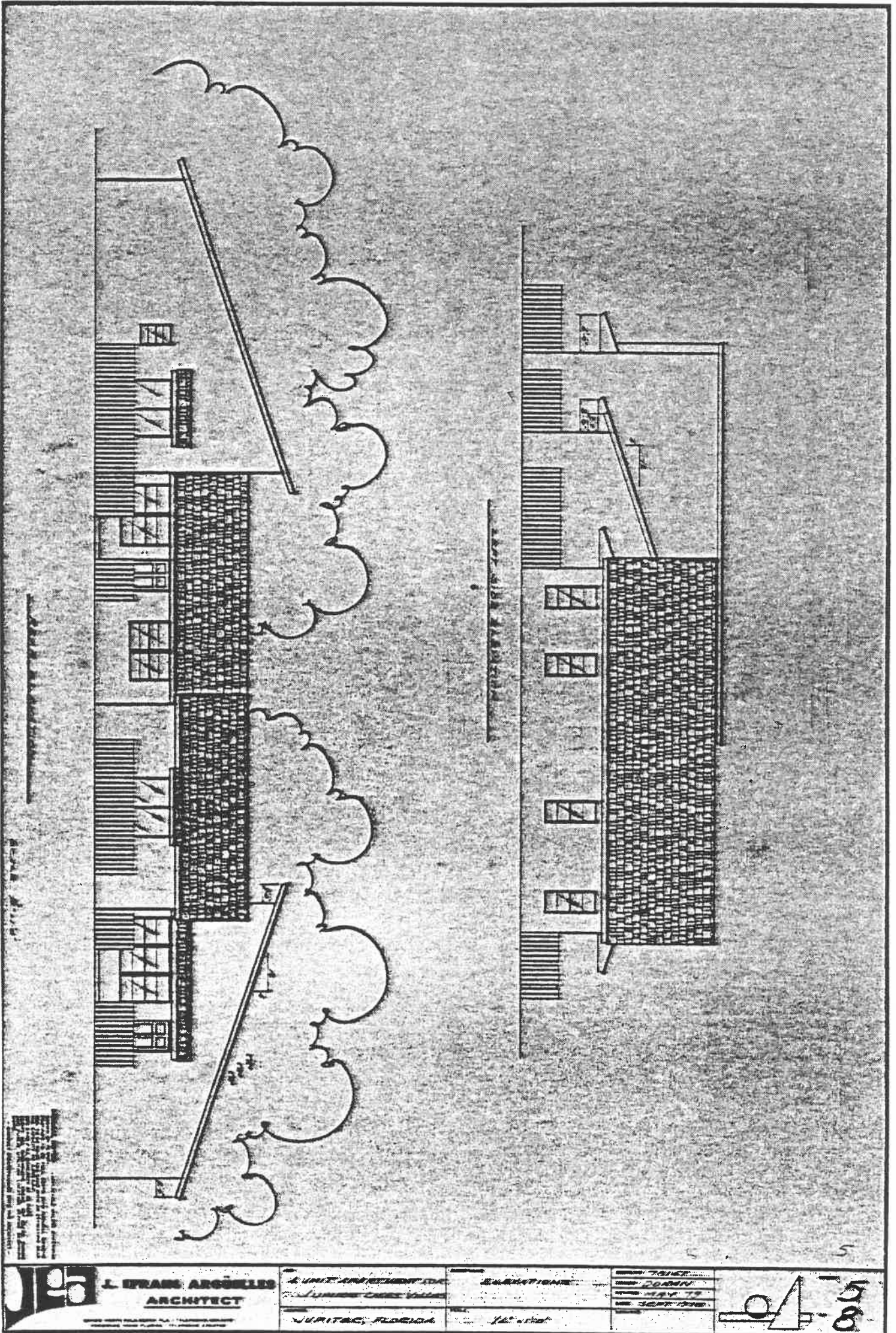
MODEL A THREE BEDROOM-TWO BATH

FLOOR PLAN

SCALE 1/8"=1'-0"

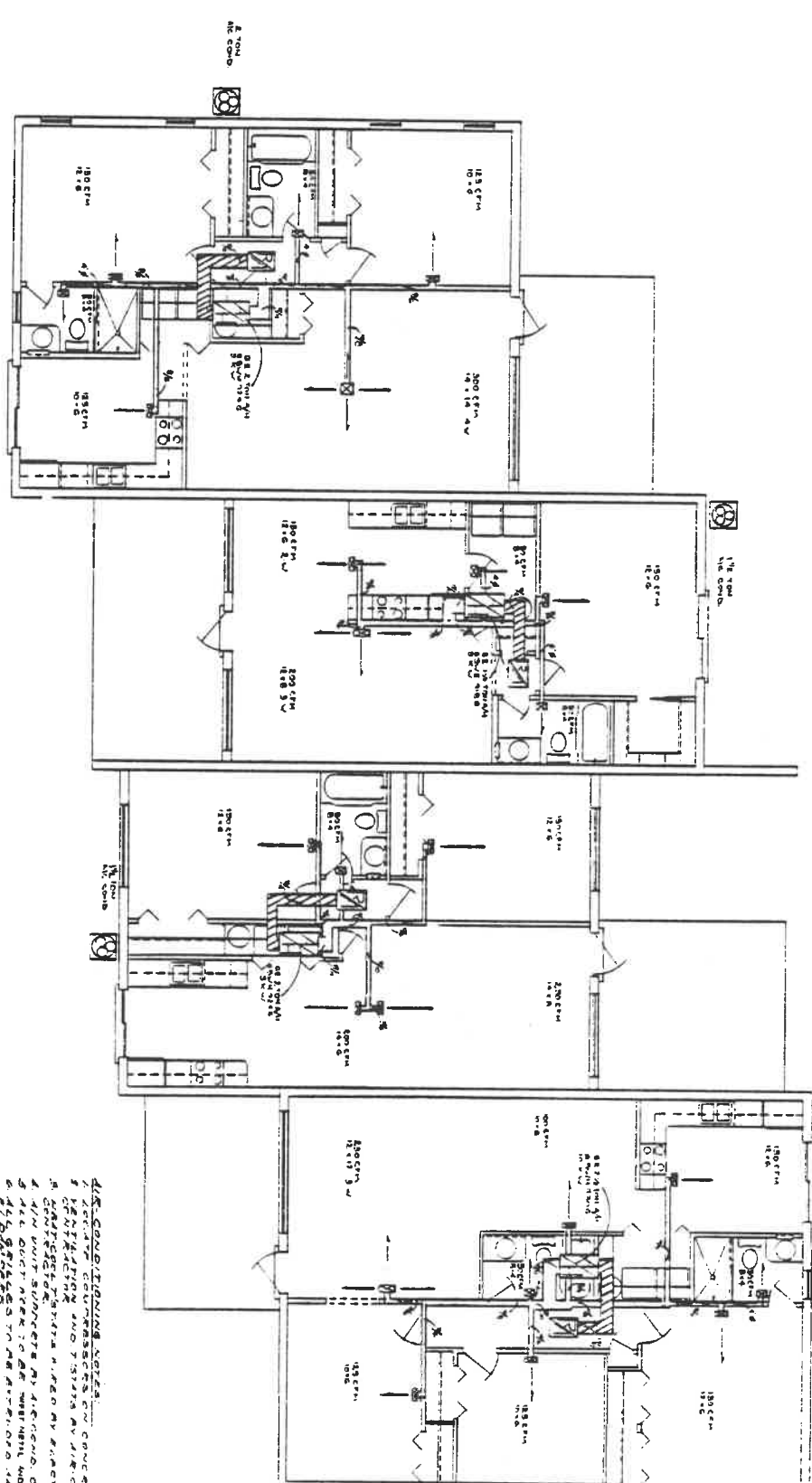
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 J. FRANK ARGUELLES ARCHITECT	2 UNIT APARTMENT BLDG. 1200 S. 10th St.	ELEVATIONS 1st Floor	DATE: 10-1-78 DRAWN BY: JFA CHECKED BY: JFA
	VIRITAC, FLORIDA	1/8" = 1'-0"	10/1/78





AIR-CONDITIONING NOTES:

1. ALL UNIT CONDENSERS ON CONCRETE PADS
2. EXHAUSTING AND VENTING BY AIR-COND.
3. CONDENSATE PIPING AS SHOWN BY SYMBOLIC AL.
4. ALL UNIT SUPPLEMENTS AIR-COND. CONDENSERS
5. ALL SUPPLEMENTS TO BE INSTALLED AND TESTED
6. CONDENSATE PIPING TO BE INSTALLED AND TESTED
7. CONDENSATE PIPING TO BE INSTALLED AND TESTED
8. CONDENSATE PIPING TO BE INSTALLED AND TESTED
9. CONDENSATE PIPING TO BE INSTALLED AND TESTED
10. CONDENSATE PIPING TO BE INSTALLED AND TESTED

AIR-CONDITIONING LAYOUT

SCALE 1/8" = 1'-0"

 J. IFRAIN ARQUELLES ARCHITECT OFFICE: NORTH PALM BEACH, FLA. TELEPHONE: 838-2378 RESIDENCE: MIAMI, FLA. TELEPHONE: 1-545-7028	PROJECT: 4 UNIT APARTMENT FOR JUPITER LAKES HILLS ADDRESS: JUPITER, FLORIDA	SHEET NAME: AIR-CONDITIONING PLAN SCALE: 1/8" = 1'-0"	DATE: SEP 27 1964 REVISIONS: BY: [Signature] DATE: []
	REVISIONS: BY: [Signature] DATE: []		

EXHIBIT A-8 44

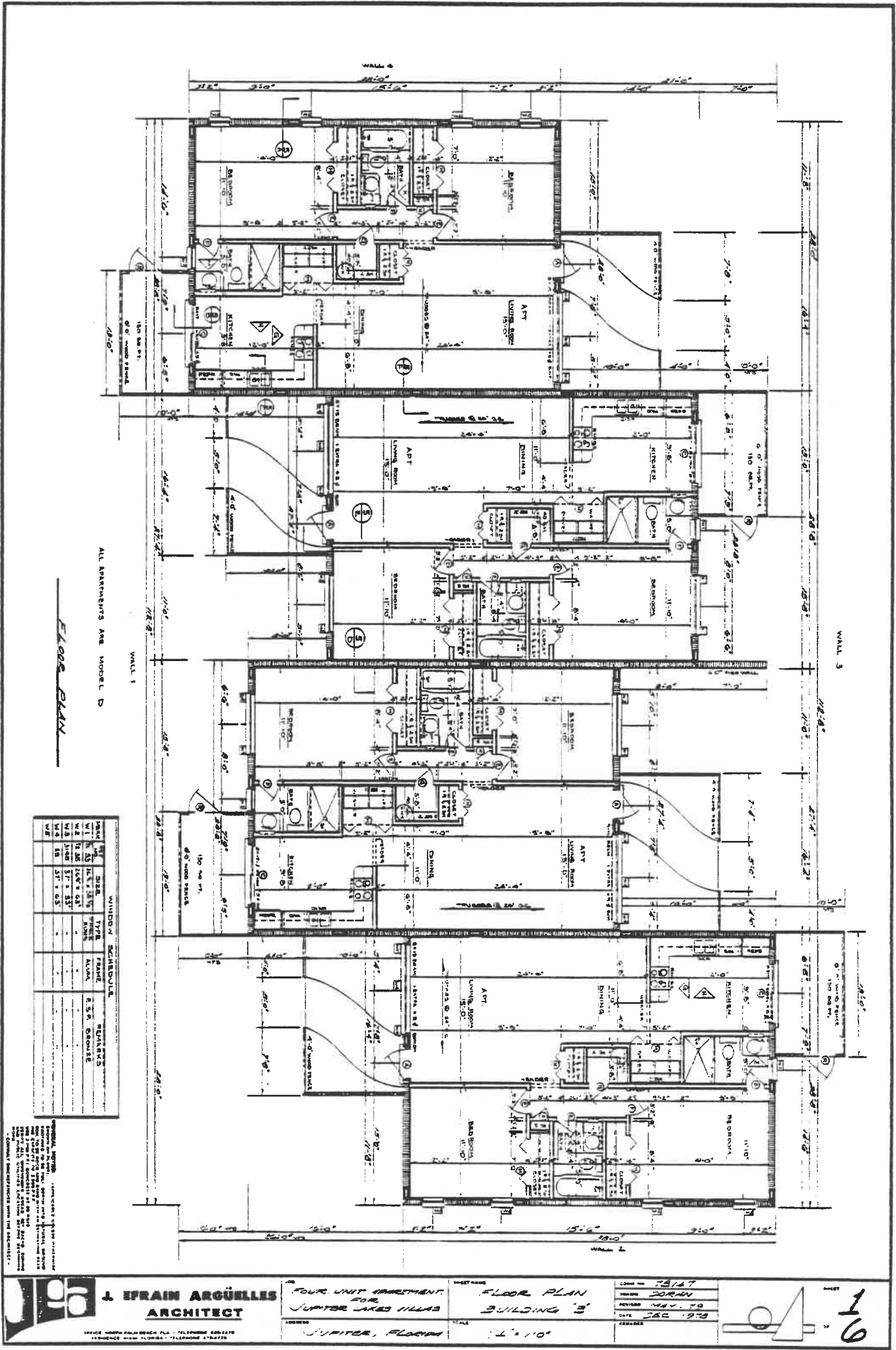
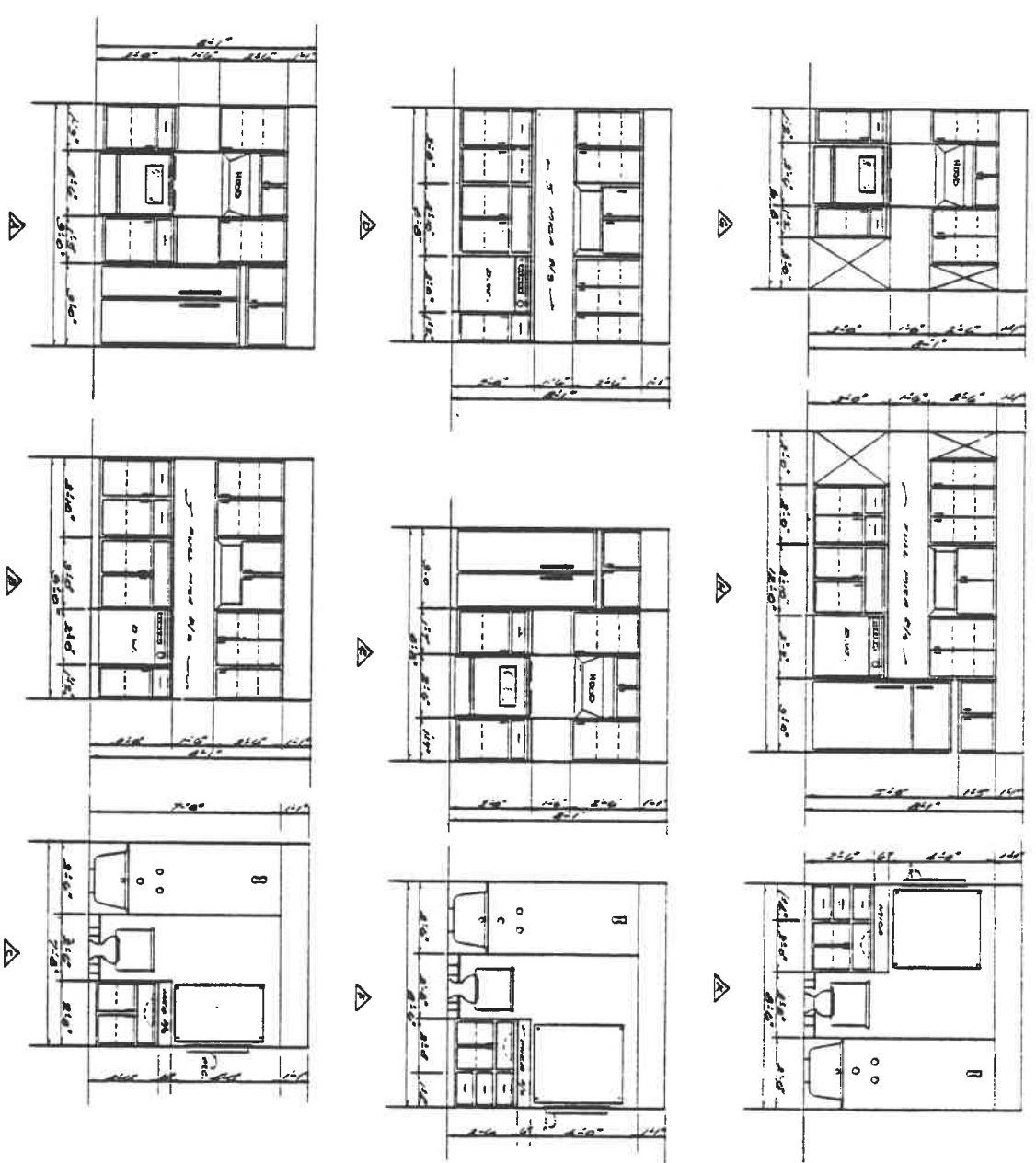


EXHIBIT A-945



BATHROOM & KITCHEN ELEVATIONS
 SCALE 1/8" = 1'-0"

FINISH SCHEDULE			
ROOM	FINISH	PAINT	STAIN
LIVING	WOOD	WHITE	STAIN
DINING	WOOD	WHITE	STAIN
KITCHEN	WOOD	WHITE	STAIN
BATHROOM	WOOD	WHITE	STAIN
HALL	WOOD	WHITE	STAIN
CL. (CLO.)	WOOD	WHITE	STAIN
DOOR	WOOD	WHITE	STAIN
WALL	WOOD	WHITE	STAIN
FLOOR	WOOD	WHITE	STAIN

DOOR SCHEDULE			
NO.	TYPE	FINISH	STAIN
1	SWING	WOOD	STAIN
2	SWING	WOOD	STAIN
3	SWING	WOOD	STAIN
4	SWING	WOOD	STAIN
5	SWING	WOOD	STAIN
6	SWING	WOOD	STAIN
7	SWING	WOOD	STAIN
8	SWING	WOOD	STAIN
9	SWING	WOOD	STAIN
10	SWING	WOOD	STAIN
11	SWING	WOOD	STAIN
12	SWING	WOOD	STAIN
13	SWING	WOOD	STAIN
14	SWING	WOOD	STAIN
15	SWING	WOOD	STAIN
16	SWING	WOOD	STAIN
17	SWING	WOOD	STAIN
18	SWING	WOOD	STAIN
19	SWING	WOOD	STAIN
20	SWING	WOOD	STAIN

NOTES:
 1. ALL FINISHES TO BE MATCHED TO EXISTING FINISHES.
 2. ALL PAINTS TO BE MATCHED TO EXISTING PAINTS.
 3. ALL STAINS TO BE MATCHED TO EXISTING STAINS.
 4. ALL WOODS TO BE MATCHED TO EXISTING WOODS.
 5. ALL DOORS TO BE MATCHED TO EXISTING DOORS.
 6. ALL WALLS TO BE MATCHED TO EXISTING WALLS.
 7. ALL FLOORS TO BE MATCHED TO EXISTING FLOORS.
 8. ALL CEILINGS TO BE MATCHED TO EXISTING CEILINGS.
 9. ALL LIGHTS TO BE MATCHED TO EXISTING LIGHTS.
 10. ALL VENTS TO BE MATCHED TO EXISTING VENTS.
 11. ALL SINKS TO BE MATCHED TO EXISTING SINKS.
 12. ALL TUBS TO BE MATCHED TO EXISTING TUBS.
 13. ALL SHOWERS TO BE MATCHED TO EXISTING SHOWERS.
 14. ALL TOILETS TO BE MATCHED TO EXISTING TOILETS.
 15. ALL CUPBORDS TO BE MATCHED TO EXISTING CUPBORDS.
 16. ALL CABINETS TO BE MATCHED TO EXISTING CABINETS.
 17. ALL COUNTERTOPS TO BE MATCHED TO EXISTING COUNTERTOPS.
 18. ALL SINKS TO BE MATCHED TO EXISTING SINKS.
 19. ALL TUBS TO BE MATCHED TO EXISTING TUBS.
 20. ALL SHOWERS TO BE MATCHED TO EXISTING SHOWERS.
 21. ALL TOILETS TO BE MATCHED TO EXISTING TOILETS.
 22. ALL CUPBORDS TO BE MATCHED TO EXISTING CUPBORDS.
 23. ALL CABINETS TO BE MATCHED TO EXISTING CABINETS.
 24. ALL COUNTERTOPS TO BE MATCHED TO EXISTING COUNTERTOPS.

EXHIBIT A-11 47

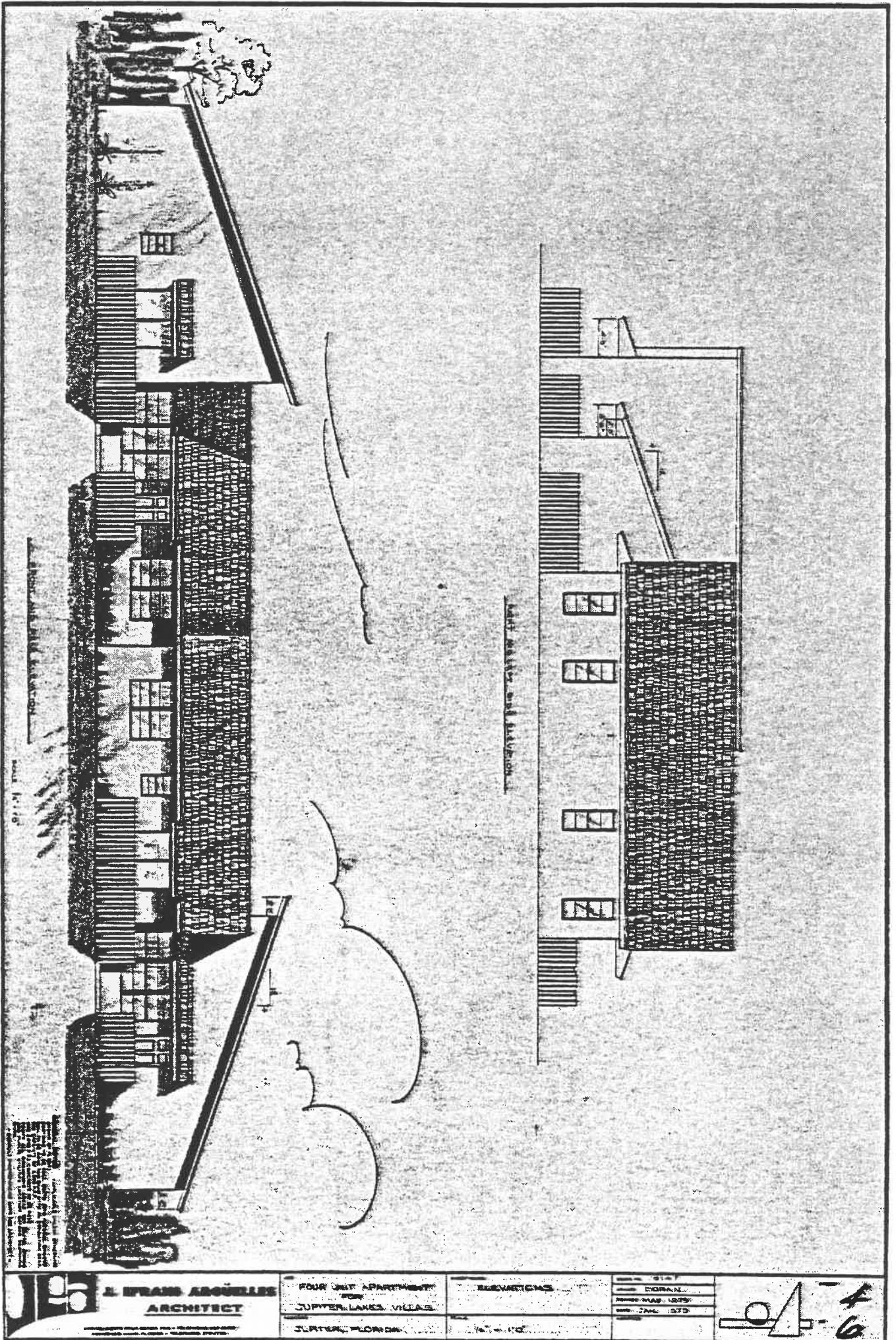
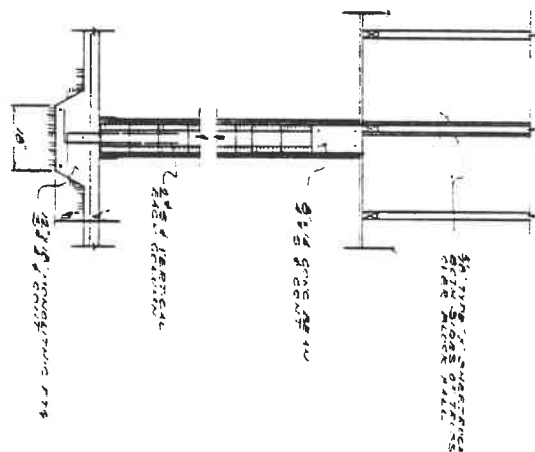


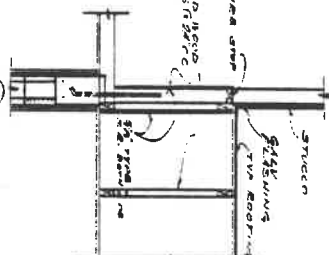
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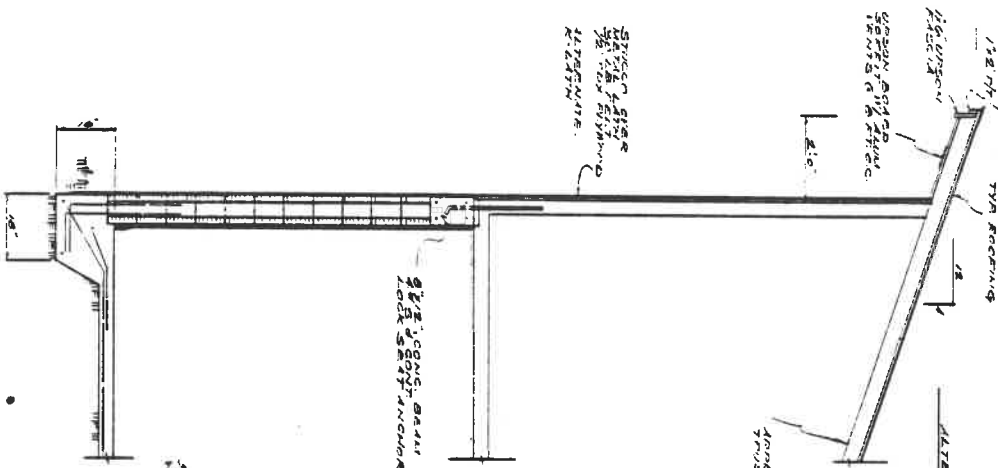
DETAIL
SEC. 100 3/4" x 1/2"

2010-11-11

SECTION 6
SCALE 3/4" = 1'-0"

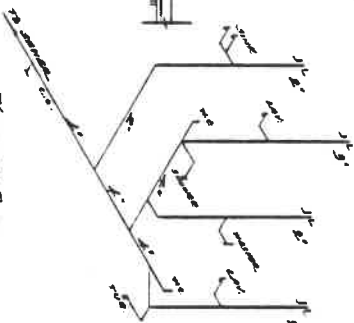


(F) SCALE $\frac{1}{2}$ "=1'- PLAS. 100' TYP FORMING



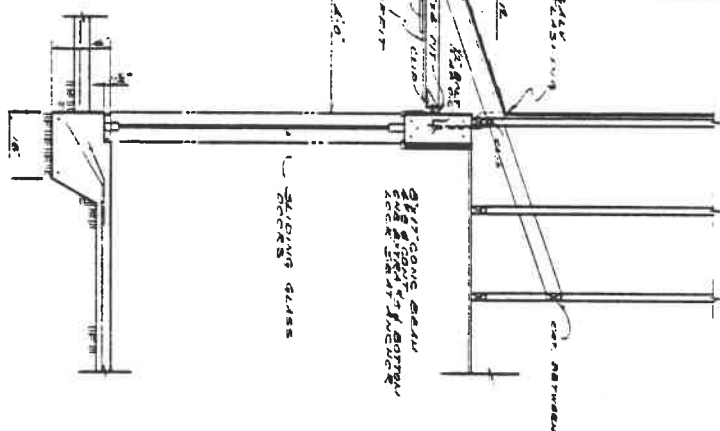
SECTION 6/C

SCALD 9/14-21:0



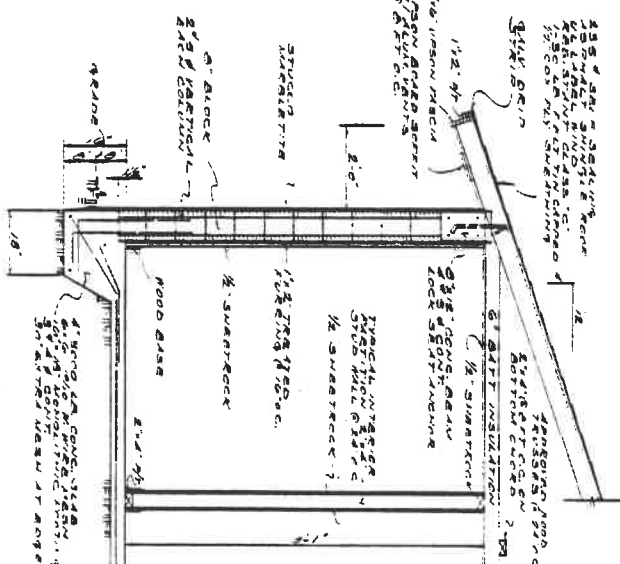
SECTION ⑤A

50. 12. 1944

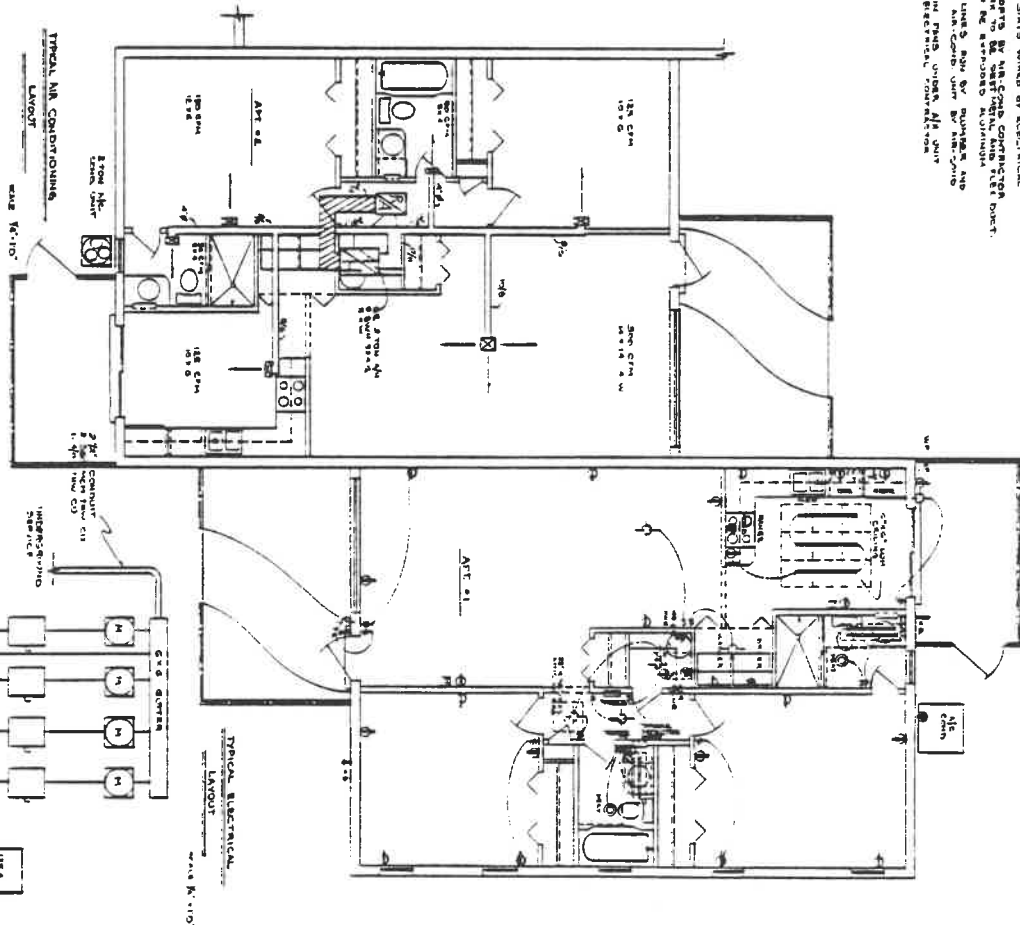


SECTION 17

1952-53

[illegible]

1. IN CONDITONING NOTES:
 2. VENTILATION AND STAIRS BY AIR COND.
 3. CONTRACTOR, STAIRS WIRING BY ELECTRICAL
 4. CONTRACTOR, STAIRS WIRING BY ELECTRICAL
 5. AIR UNIT SUPPLIED BY MECHANICAL CONTRACTOR
 6. ALL UNITS TO BE SUPPLIED WITH DIRECT
 7. CONDENSATION LINES RUN BY PLUMBER AND
 8. CONNECTED TO AIR COND. UNIT BY AIR-COND.
 9. RUN AND BY ELECTRICAL CONTRACTOR

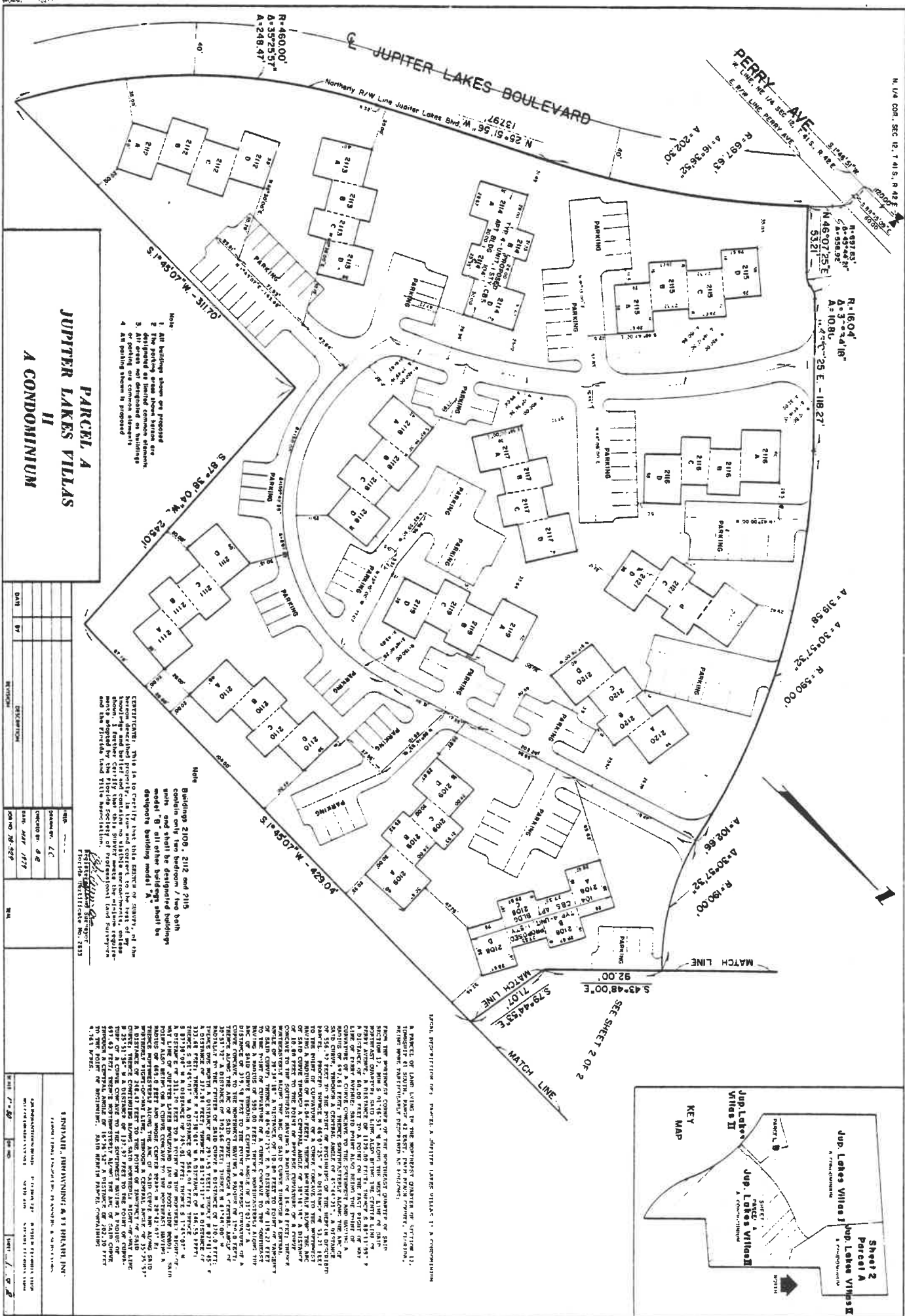


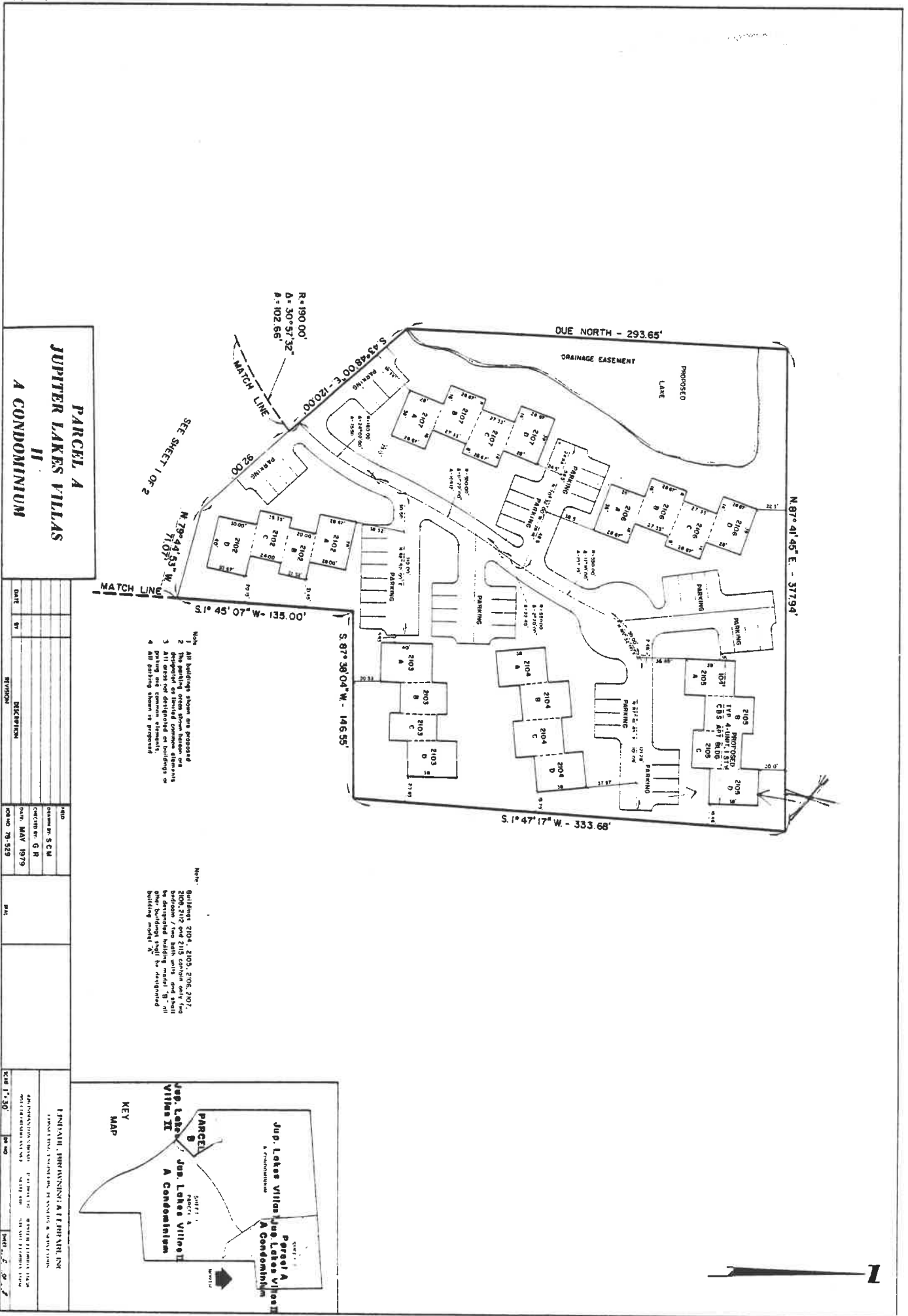
ELECTRICAL NOTES

1. ALL ELECTRICAL WORK TO BE DONE BY LICENSED ELECTRICIAN.
 2. ALL ELECTRICAL WORK TO BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
 3. ALL ELECTRICAL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL ELECTRICAL CODES.
 4. ALL ELECTRICAL WORK TO BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
 5. ALL ELECTRICAL WORK TO BE DONE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

 J. EFRAIN ARGÜELLES ARCHITECT OFFICE: NORTH PALM BEACH, FLA. TELEPHONE: 688-5278 RESIDENCE: MIAMI, FLA. TELEPHONE: 718-4758	FOUR UNIT APARTMENT FOR JUPITER LAKES VILLAS ADDRESS: JUPITER, FLORIDA	SHEET NAME: ELECTRICAL LAYOUT AND AIR CONDITIONING LAYOUT SCALE: AS NOTED	DATE: 7-15-77 DRAWN: J. COBAN REVISED: MAY 87S DATE: JAN. 37S	66
--	--	---	--	-----------

EXHIBIT A-14 50





CERTIFICATE: This is to Certify that this SKETCH OF SURVEY, of the hereon described property, is true and correct to the best of my knowledge and belief.

[Signature]
NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.
This SURVEY prepared from lead description supplied by client.
REGISTRATION NO. 2049

PARCEL B
JUPITER LAKES VILLAS
II
A CONDOMINIUM

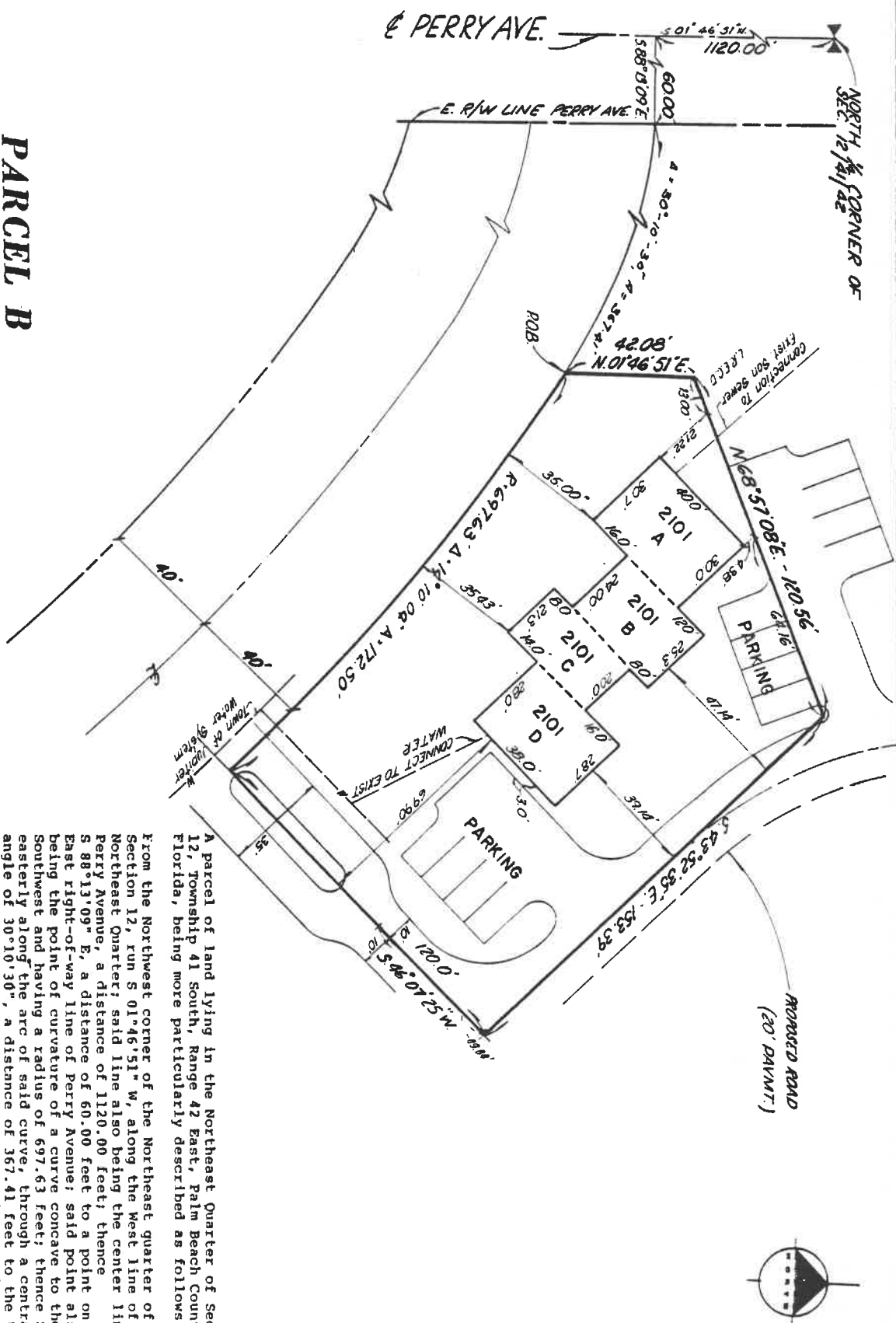
PROJECT NAME:

Containing 0.51 Acres.

REVISIONS
Building file Revised Oct 3, 1978

LINDAHL, BRUNING & FERRARI, INC. Consulting Engineers, Planners & Surveyors 424 HUNTERWOOD ROAD JUPITER, FLORIDA 33408	311 COLORADO AVENUE SUITE 100 JUPITER, FLORIDA 33408
---	--

Scale	1" = 30'	Field	Sheet	Field Book	Fig.
Date	9-13-78	Design	Drawn S.C.M.	Drawing No.	Work Order No. 78-529
		Checked GARY			2



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 Northeast 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 South easterly 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.

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	B	D	1/84
2103 B		D	1/84
2103 C		D	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	A	A	1/84
2108 B		B	1/84
2108 C		C	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

CERTIFICATE OF SURVEYOR

THIS CERTIFICATE OF SURVEYOR, made this _____ day
of _____, 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 follow-
ing numbered buildings in JUPITER LAKES VILLAS CONDOMINIUM II,
a condominium located at 431 Jupiter Lakes Boulevard, Jupiter,
Florida, and in compliance with Section 718.104(4)(e) of the
Florida Statutes, as amended:

3. That the following exhibit to the Declaration
of Condominium, Exhibit "A," "Survey, Site Plan and Archi-
tect's Drawings," together with the wording of the Declara-
tion, constitute a 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 represen-
tation 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.

LINDAHL, BROWNING & FERRARI, INC.

By: _____

EXHIBIT B

ESTIMATED OPERATING BUDGET

ONE YEAR PROJECTED BUDGET
FOR
JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION

JUPITER LAKES VILLAS CONDOMINIUM II

	<u>Quarterly</u>	<u>Annually</u>
Insurance	1,260.00	5,040.00
Electric	756.00	3,024.00
Landscaping	3,276.00	13,104.00
Miscellaneous Maintenance	1,008.00	4,032.00
<u>Total Expenses:</u>	<u>\$6,300.00</u>	<u>\$25,200.00</u>

Income:

84 units at \$75.00 per quarter	\$6,300.00	\$25,200.00
------------------------------------	------------	-------------

Maintenance will be collected quarterly in the amount of
\$75.00 per unit.

EXHIBIT C

ARTICLES OF INCORPORATION



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.



CER 101
12-78

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

Secretary of State

FILED

MAR 22 1 31 PM '79

SECRETARY OF STATE
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, (b) 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 (c) 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
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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 these 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:

Jon L. Oswald

211 Elsa Road
Jupiter, Florida 33458

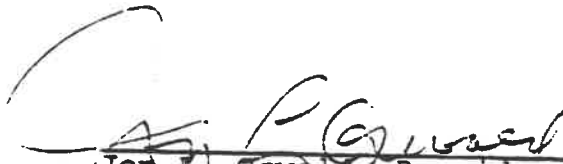
William C. Clark

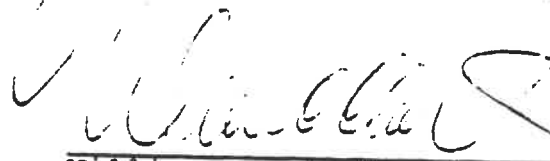
7710 South Flagler Drive
West Palm Beach, Florida

Robert D. Hoke

931 Turner Quay
Jupiter, Florida 33458

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


Jon L. Oswald, President/Director


William C. Clark, Vice President


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)


Jeffrey W. Caversa, 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

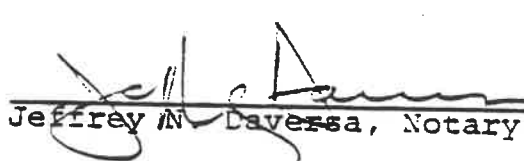
STATE OF FLORIDA

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 4 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.

By Robert D. Hoke
Robert D. Hoke
(Resident Agent)

EXHIBIT D

BYLAWS

B Y L A W S
OF
JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

IDENTITY

These are the Bylaws of JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act."

A. The office of the Association shall be at 530 Jupiter Lakes Boulevard, Jupiter, Florida 33458.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation; the word, "Florida;" the words, "Corporation not for profit," and the year of incorporation.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such place as shall be designated by the Board of Directors at 7:00 P.M. on the second Thursday of February of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed by certified mail, return receipt requested, not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

E. Voting.

1. In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

2. If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

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

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

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers.
5. Reports of committees.
6. Appointment of inspectors of election.
7. Election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

I. Election of New Directors. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.

J. Turnover Meeting. Not later than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the unit owners and of the Association held by or controlled by the Developer as to each condominium operated by the Association.

K. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units to be ultimately managed by the Association, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

L. Minutes. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and board members at all reasonable times.

ARTICLE III

DIRECTORS

A. Membership. All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. All members of the Board of Directors elected by the unit owners other than the Developer of a condominium shall be unit owners in such condominium or the spouse of a unit owner. Members of the Board of Directors appointed by the Developer need not be members of the Association. The affairs of the Association shall be managed by a Board consisting of not less than three (3) nor more than five (5) directors.

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

1. Election of directors shall be held at the annual members' meeting, subject to the provisions of subparagraph B(6) and paragraph I of Article II hereinabove.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The

committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

4. Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors from the condominiums that had elected the director to the vacated seat.

5. Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the remaining directors.

6. Provided, however, that until the Developer elects to terminate its control of the Association, or until the annual membership meeting taking place three (3) years after the date of filing the Declaration of Condominium for the last of the JUPITER LAKES VILLAS CONDOMINIUM units to be built, whichever occurs first, the Developer shall have the right to remove any director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any director originally appointed by it.

C. The term of each director's service, subject to the provisions of B(5) and B(6) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Provided that the Board shall meet at least three (3) times each year.

F. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than five (5) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

H. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

I. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

J. Joinder in Meeting by Approval of Minutes.

The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

K. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

L. The order of business at directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as directors.

N. Minutes. Minutes of all meetings of directors shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

O. Open Meetings. Except in emergency situations, meetings of the Board of Directors shall be open to all members, and notice of meetings shall be posted conspicuously on the condominium property at least three (3) days in advance for the attention of the members.

P. Vacancies. A vacancy in any directorship shall be filled by the person or body having the right to originally elect or appoint such director.

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

ARTICLE IV

OFFICERS

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

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an

association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

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

F. The compensation of all employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

ARTICLE V
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Condominium Act, the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate:

1. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

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

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements.

5. Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during

which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

B. Budget.

1. Adoption by Board of Directors. The Board of Directors shall adopt a budget for each calendar year for each condominium administered by the Association that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves. The adoption of a budget shall comply with the requirements hereinafter set forth:

(a) Notice of Meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(b) Recall of Directors and Revision of Budget.

(i) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires assessment against unit owners in any year exceeding one hundred fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact a revision of the budget or to consider and enact the recall of any and all members of the Board of Directors and to elect their successors.

(ii) Recall of Directors. During such period as Developer shall have the right to elect a majority of the directors of the Association, recall of any and all members of the Board of Directors elected by any condominium shall require the affirmative vote of all of the unit owners of such condominium. Subsequent thereto, the recall of any and all members of the Board of Directors elected by any condominium shall require the affirmative vote of not less than seventy-five (75%) percent of the unit owners of such condominium.

(iii) Revision of Budget. During such period of time as the Developer shall have the right to elect a majority of the directors of the Association, a revision of the budget adopted by the Board of Directors shall require the affirmative vote of all the unit owners of such condominium. Subsequent thereto, the revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) percent of all unit owners.

(c) Proviso. So long as Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.

(d) Approval of Budget by Membership. Notwithstanding the foregoing, the Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing; and if such budget or proposed budget be approved by the unit owners at the meeting or by majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the

manner hereinabove set forth, nor shall the members be entitled to recall any Board members in the manner hereinabove set forth.

(e) Budget Requiring Assessments against Unit Owners Exceeding One Hundred Fifteen (115%) Percent of Assessments for the Preceding Year. In determining whether a budget requires assessment against unit owners in any year exceeding one hundred fifteen (115%) percent of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular basis, and there shall be excluded from such computation assessments for betterments to the condominium property if the Bylaws so provide or allow the establishment of reserves or assessments for betterments to be imposed by the Board of Directors.

(f) Adoption of Budget by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of subparagraph B(1) above, the directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for such special membership meetings in subparagraph B(1)(b) above, and such budget is approved by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

C. Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 31st preceding the year for which the

assessments are made. Such assessments shall be due in equal installments, payable on a quarterly basis in advance. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal quarterly installments as there are full quarters of the calendar year left as of the date of such amended assessment, each such quarterly installment to be paid in advance, commencing the first day of the next ensuing quarter. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

D. Apportionment of Expenses. Costs and expenses attributable to or to be shared by more than one of the condominiums administered by the Association, such as, but not limited to, the maintenance of ponds, roadways and parking areas, the cost of maintaining facilities or services shared by more than one condominium, and the costs of labor or services wherein the labor or services are being provided to more than one condominium, shall be equitably apportioned by the Board of Directors to the condominium sharing such services, labor, or other benefits, and to whom such costs and expenses are attributable, and the proportionate share attributable to a condominium shall constitute a portion of its common expenses. Where benefits, services or labor are being shared on a substantially equal basis by condominiums, the basis of determining the proportionate share of such

costs to each condominium shall be computed by multiplying the total cost by a fraction, the numerator of which shall be the total number of condominium apartment units in the condominium, and the denominator of which shall be the total number of apartments in the condominiums to which such common costs and expenses are attributable.

E. Acceleration of Assessment Installments upon Default. If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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

G. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

H. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the

Association not less than thirty (30) days after its receipt by the Board to the extent that it applies to the condominium wherein the member owns a condominium unit.

ARTICLE VI

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

ARTICLE VII

AMENDMENTS

A. A resolution of the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board, signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Directors and not by less than fifty-one (51%) percent of the votes of the members of each of the condominiums administered by the Association; or,

2. Not less than seventy-five (75%) percent of the votes of the entire membership from each of the condominiums administered by the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in subparagraph (1) above or (4) below; and,

3. In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in subparagraph (1) above or (4) below; and,

4. Until the first election of directors by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

B. Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units

unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more of the JUPITER LAKES VILLAS CONDOMINIUM units to be ultimately managed by the Association.

C. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy are duly recorded in the Public Records of Palm Beach County, Florida, as an amendment to each Declaration of Condominium of each condominium whose unit owners constitute the membership of the Association.

THE FOREGOING were adopted as the Bylaws of JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the day of 1979.

Secretary

Approved:

President

EXHIBIT E

AGREEMENT FOR SALE

JUPITER LAKES VILLAS CONDOMINIUM
PURCHASE CONTRACT

THIS AGREEMENT for the sale and purchase of a
JUPITER LAKES VILLAS CONDOMINIUM unit is entered into this
_____ day of _____, 19____, between JUPITER
LAKES VILLAS, INC., a Florida corporation having its office
at 431 Jupiter Lakes Boulevard, Post Office Box 1415,
Jupiter, Florida, referred to herein as "SELLER," and

_____ ,
whose address is _____

_____ ,
and whose telephone number is _____, referred to
herein as "PURCHASER."

PROPERTY DESCRIPTION

SELLER agrees to sell and PURCHASER agrees to
purchase the parcel of real property located in Palm Beach
County, Florida, known as Unit _____, JUPITER LAKES VILLAS
CONDOMINIUM _____, referred to herein as "UNIT," as same is
defined in the Declaration of Condominium therefor, together
with the undivided interest in common elements declared to
be an appurtenance to said UNIT, including range, refrigerator,
garbage disposal, dishwasher, clothes washer and dryer.

ORAL REPRESENTATIONS

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER
(SELLER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE
MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION
718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO
A BUYER OR LESSEE.

ADVANCE PAYMENTS

ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE
PURCHASE PRICE MADE TO DEVELOPER (SELLER) PRIOR TO CLOSING
PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PUR-
POSES BY THE DEVELOPER.

PURCHASE PRICE AND METHOD OF PAYMENT

PURCHASER agrees to pay the total purchase price of

(\$ _____) Dollars

in U.S. currency to SELLER as follows:

1. Reservation deposit, if any, paid prior to date \$ _____
 2. Deposit upon execution of this contract, receipt of which is acknowledged subject to collection \$ _____
 3. Additional cash deposit due within not less than _____ days of date \$ _____
 4. Other: _____ . . . \$ _____
 5. Balance of purchase price due at closing \$ _____
- TOTAL . . . \$ _____

In addition, PURCHASER agrees to pay, at closing, all of PURCHASER's closing costs, listed hereinbelow, the prorata share of the current maintenance expenses, utility billing deposits which may have been advanced by SELLER, and the subject UNIT's prorata share of the first year's insurance premium which may have been prepaid by SELLER.

DEPOSITS

Deposits paid shall be held by the SELLER and used in accordance with the provisions of this contract. In the event that at the time this contract is executed the condominium UNIT has not been completed, established and landscaped substantially in accordance with the plans and specifications and representations made by SELLER, deposits of up to ten (10%) percent of the purchase price shall be deposited with DAVERSA AND MARTYN, Attorneys at Law, 393 Tequesta Drive, Post Office Box 3765, Tequesta, Florida 33458, as Escrow Agent. All deposits will be commingled with other deposits made for the purchase of other condominium units. The escrowed funds shall be released in accordance with the provisions of this contract and the provisions of the applicable laws of the State of Florida. Upon request made to Escrow Agent at the address indicated, PURCHASER will be supplied with a receipt for funds deposited.

MORTGAGE FINANCING

It is understood that SELLER has obtained mortgage commitments from ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE. The interest rates and terms of said loans will be ATLANTIC FEDERAL's prevailing rate for that loan category at the time of loan closing. In the event PURCHASER desires such mortgage financing, he agrees to make application therefor within ten (10) days of his execution of this contract and to make reasonable efforts to be approved for such a loan in the principal amount of \$ _____. In the event said lending institution shall refuse to approve PURCHASER's application for the amount set forth above, then the deposit paid hereunder shall be refunded, and this contract shall become null and void and both parties hereto shall automatically be released from any further liability hereunder.

It is EXPRESSLY UNDERSTOOD that this contract contingency and the provisions for the return of PURCHASER's deposit is limited to the disapproval of mortgage loan applications made to ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE and to no other lender. PURCHASER is, however, free to obtain a mortgage loan from any lender of his choice, but PURCHASER's obligations hereunder are not made contingent upon receipt of such a loan.

ESTIMATED CLOSING DATE

The estimated closing date shall be the _____ day of _____, 19____. SELLER, subject to the provisions of this contract, agrees to use its best efforts to deliver the completed UNIT on or before the estimated closing date. However, SELLER can neither imply nor guarantee a firm completion and availability date, such advance projections being, and by their nature having to be, approximate estimates. SELLER shall make every reasonable and diligent effort to meet or exceed estimated construction schedules but SELLER shall not be obliged to make, provide or compensate for any accommodations, damages or inconveniences caused to PURCHASER as a result of construction delays, regardless of the reason for such delays. Further, such delays shall not serve to cancel, amend or diminish any of PURCHASER's or SELLER's obligations herein undertaken.

PURCHASER'S TITLE

SELLER, at closing, shall convey fee simple title to the UNIT to PURCHASER and shall deliver to PURCHASER an ALTA owner's title insurance commitment, subject to the following exceptions:

1. All of the terms and provisions of the Declaration of Condominium and the various exhibits attached thereto.
2. Taxes for the year in which the sale is closed.
3. Standard conditions and provisions contained in the owner's title insurance policy.
4. Any and all utility easements or agreements of record, including, but not limited to, assessments which may, from time to time, be made by the JUPITER LAKES PROPERTY OWNERS' ASSOCIATION, INC., to provide for drainage of the condominium property, and the provisions of the agreement relating to same.
5. Restrictions imposed by governmental authority.

CLOSING

1. This Purchase Contract shall be closed on or before fifteen (15) days after notification from SELLER to PURCHASER that a Certificate of Occupancy for the UNIT has been issued by the appropriate governmental authority.

2. The following items shall be prorated between SELLER and PURCHASER as of the date of closing, unless possession is delivered to PURCHASER prior to the closing, in which event the proration shall be as of the date of delivery of possession. Any tax proration at closing based upon an estimate shall be subsequently readjusted at the request of either party to the transaction upon receipt of a tax bill.
 - a. Real estate taxes, less any available discount for payment in the months in which discounts are available.
 - b. Monthly expense of maintenance and operation of the condominium attributable to the UNIT, which shall include any insurance on the building prepaid by SELLER.
3. SELLER shall pay for the following at closing:
 - a. State of Florida documentary stamps and surtax required to be affixed to the Warranty Deed.
 - b. The cost of recording the Warranty Deed.
 - c. The cost of the title insurance policy to be delivered to PURCHASER.
 - d. In the event PURCHASER elects to borrow funds to finance this purchase from ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, SELLER agrees to pay the following closing costs related thereto:
 - (1) Documentary Stamps to be affixed to the Promissory Note.
 - (2) Intangible tax to be paid on the recording of the Mortgage.
 - (3) Recording charge for recording the Mortgage.
 - (4) Prepaid interest for points or loan discount charged by ATLANTIC FEDERAL.
 - (5) Charge for credit report.
 - (6) Charge for appraisal fee.
 - (7) Attorneys fee charged by lender's attorney.
 - (8) Title charges assessed by lender's attorney.
4. PURCHASER shall pay for the following at closing:
 - a. Any and all mortgage closing costs charged by any lender of PURCHASER's choice other than ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE.
 - b. In the event PURCHASER elects to finance this purchase with ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, then the following:

- (1) The establishment of an escrow account for real estate taxes, if required.
 - (2) Interest chargeable from the date of closing to the date of the first mortgage payment.
 - (3) Private mortgage insurance premium, if applicable.
- c. All utility deposits applicable to the UNIT.
 - d. The prorata share of the maintenance expenses of the UNIT for the month of the closing and for the month subsequent to the month of closing.
 - e. Prorated real estate taxes for the year of closing if the closing takes place subsequent to the payment by SELLER of the current year's taxes.
 - f. The UNIT's share of the insurance premium prepaid by the SELLER.

CONSTRUCTION

1. The UNIT will be constructed substantially in accordance with the plans and specifications prepared by the architect, provided, however, that the plans and specifications are subject to change, without notice, as may be deemed necessary or advisable by SELLER, architect, engineers or builder, or as may be required by law.
2. SELLER has displayed a model condominium unit; however, the wall coverings, decorations, furniture and furnishings in any model displayed to the PURCHASER are for display purposes only and not to be included as part of this agreement. PURCHASER further acknowledges that in the course of construction of any building or other improvements, certain changes, deviations or omissions may be desirable or required by governmental authorities or job conditions. Any changes, deviations or omissions authorized by the architect or required by the Town of Jupiter, or by the State Board of Health or the State Hotel Commission, are authorized. It is further agreed that certain items such as tile, cabinets, mica and paint colors are subject to shading and graduations, and may vary from that shown in any model. It is also agreed that the SELLER reserves the right to make changes and substitutions of materials of equal or greater quality than that contained in the model and/or that as shown on the plans.
3. SELLER warrants the UNIT pursuant to the requirements of Section 718.203, Florida Statutes (1977), and PURCHASER shall receive any manufacturers' warranties for those appliances included in the purchase price of the UNIT. SELLER hereby expressly disclaims all other warranties as to the property which is the subject of this contract.
4. PURCHASER agrees that all matters pertaining to construction will be discussed by PURCHASER only at the sales office of SELLER, and PURCHASER will not in any way interfere with workmen during the erection of the building or completion of the UNIT.

5. PURCHASER agrees that all changes, deletions, additions or alterations desired by PURCHASER in the construction of PURCHASER's UNIT shall be agreed upon in writing by PURCHASER AND SELLER at the time of execution of this contract. All additional costs or charges incurred due to such changes shall be paid in full by PURCHASER at the time of ordering such changes and such payment is not and shall not be construed to be a deposit or any part of a deposit for the purchase of the UNIT, but is a separate consideration paid by PURCHASER to SELLER to induce SELLER to alter or amend its plans and procedures to accommodate the preferences of PURCHASER, and therefore such payments are not and shall not be refundable. PURCHASER acknowledges that such changes may require additional time for delivery of possession of the UNIT. PURCHASER acknowledges that changes and alterations from the plans and specifications cause delays and considerable cost increases, and acknowledges SELLER's right to limit or deny PURCHASER's requests for any such changes and/or alterations.
6. Completion of construction shall be conclusively evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency.

DEFAULT

If the PURCHASER fails to perform any of the covenants of this agreement, SELLER may elect to cancel this agreement and, ten (10) days after mailing written notice of such election to the PURCHASER, this agreement shall become null and void and of no further force and effect, and the SELLER may retain all monies paid by PURCHASER pursuant to this agreement as liquidated damages. PURCHASER recognizes that liquidated damages provisions are necessary for the purposes of defraying sales and advertising expenses, legal expenses, financing costs and other necessary expenses in connection with the creation, construction and sale of the condominium units, and that the actual damages suffered by SELLER as a result of such a default would be difficult to ascertain. SELLER shall also have the right, if he so elects, to enforce the full and complete performance of all of the terms of this contract in any manner provided by law, including but not limited to specific performance, and PURCHASER shall pay all costs and expenses incurred in connection with the enforcement of this contract, including but not limited to reasonable attorney's fees.

If, for any reason whatsoever, the SELLER shall be unable to deliver title in accordance with the provisions hereof, it is agreed that the SELLER's liability shall be limited to the return of all deposits made by the PURCHASER, and, upon the return of said sum, this contract shall be null and void.

OCCUPANCY

Occupancy shall be delivered simultaneously with the final disbursement of all proceeds under this contract. The granting of any limited right of possession or access by

SELLER to PURCHASER prior to the closing shall not constitute a waiver by SELLER of any of PURCHASER's obligations. In the event that "touch ups" or minor repairs to the subject UNIT appear to be necessary as of the date of occupancy, PURCHASER agrees that it shall look solely to SELLER's warranty and to SELLER's personnel to complete such correction and PURCHASER shall neither delay the closing nor refuse to fully disburse all proceeds under this contract by reason of such matters.

MISCELLANEOUS PROVISIONS

1. SELLER reserves the right to make such amendments, additions or changes to any and all condominium documents as may be necessary to conform to applicable governmental regulations or statutes or to expedite the sale of the units; provided, however, that any such amendments, additions or changes shall not diminish the interest of or increase any obligations of PURCHASER to any substantial degree. PURCHASER agrees that any amendments, additions or changes so made were or shall be at the discretion of SELLER. SELLER shall furnish PURCHASER a copy of any amendment, addition or change.
2. This contract is not assignable by PURCHASER and any attempted assignment thereof shall be null and void unless consented to in writing by SELLER.
3. This contract shall be construed in accordance with the laws of the State of Florida and shall, except as otherwise expressly provided herein, bind and inure to the benefit of the heirs, personal representatives, successors and assigns of PURCHASER and SELLER.
4. PURCHASER acknowledges that neither SELLER nor any of its agents or representatives has made any representation of any kind as to tax or other economic benefits or advantages, if any, which may be realized from owning the UNIT, nor any representations as to the ability or willingness of SELLER or its affiliates to assist PURCHASER in renting, leasing or selling the UNIT if PURCHASER should so elect at a later date. This contract contains the entire understanding between PURCHASER and SELLER, and PURCHASER hereby warrants that he has not relied on any verbal representations, advertising, portrayals or promises other than as contained herein. This contract may not be modified, amended or rescinded except by a writing signed by both PURCHASER and SELLER. The provisions of this paragraph will survive the closing of the sale and purchase of the UNIT.
5. As used in this contract, the word, "PURCHASER," shall mean all purchasers, jointly and severally, if there be more than one.
6. Unless otherwise notified in writing, notices shall be deemed duly sent if mailed to either SELLER or PURCHASER at his respective address as listed on the first page hereof.
7. The UNIT that is the subject of this contract has never been previously occupied.

8. SELLER shall bear the risk of loss prior to closing unless possession of the UNIT is delivered to PURCHASER prior to closing, and in the latter event the risk of loss shall be borne by PURCHASER as of the date of delivery of possession.
9. PURCHASER covenants and represents to SELLER that, other than sales personnel of SELLER, PURCHASER has not dealt with any real estate broker or salesman in connection with this transaction, and PURCHASER agrees to indemnify and hold SELLER harmless from any claim whatsoever by any other real estate broker or salesman for any commission and for the costs and expense of defending any claim for commission, including, without limitation, a reasonable attorney's fee, arising out of or related to this transaction. The provisions of this paragraph will survive the closing of the sale and purchase of the UNIT.
10. PURCHASER agrees not to record this contract or any memorandum or other document referring to or describing this contract in the Public Records of any County in the State of Florida. If PURCHASER shall record or cause or permit to be recorded any document in violation of the provisions of this paragraph, such recording shall constitute a material default of PURCHASER entitling SELLER to retain PURCHASER's deposit as described above and such recording shall automatically cancel any interest in the property described herein in favor of PURCHASER. Unless PURCHASER shall forthwith deliver to SELLER a quit-claim deed conveying to SELLER the property described in this contract, PURCHASER agrees to reimburse SELLER for any attorney's fees or costs incurred in a suit to cancel this contract and/or to quiet SELLER's title against this contract or any interest created thereby and shall likewise indemnify SELLER for any damages suffered by virtue of such recording.
11. In connection with any litigation arising out of this contract, the SELLER shall, if successful, be entitled to recover all costs incurred, including reasonable attorney's fees, through and including all appellate levels.
12. PURCHASER hereby subordinates all of his right, title and interest in and to the real property which is the subject of this contract to the lien of that mortgage to be executed by the SELLER herein to an institutional first mortgagee for the purpose of acquiring funds for the construction of the improvements discussed herein.

PURCHASER'S OPTION

THIS AGREEMENT IS VOIDABLE BY BUYER (PURCHASER) BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Should PURCHASER desire to void this contract pursuant to PURCHASER's option as above referenced, SELLER must receive written notice of cancellation signed by all persons signing this contract as "PURCHASER." Such written notice must be delivered to SELLER, or sent to SELLER, at the address of SELLER as listed on the first page of this contract. Upon proper and timely cancellation, deposits shall be refunded by SELLER within five (5) business days of SELLER's receipt of written notice of cancellation, or such greater amount of time as is necessary for clearance of any deposit in the form of a check.

ADVANCE PAYMENTS

ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER (SELLER) PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

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

Witnesses as to PURCHASER:

PURCHASER

PURCHASER

Date: _____

Witnesses as to SELLER:

JUPITER LAKES VILLAS, INC.,
a Florida Corporation, SELLER

By: _____
Authorized Agent

Date: _____

EXHIBIT F

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into this 10 day of JUNE, 1979, by and between JUPITER LAKES VILLAS, INC., a Florida corporation, and DAVERSA AND MARTYN, Attorneys at Law,

W I T N E S S E T H:

WHEREAS, JUPITER LAKES VILLAS, INC., hereinafter referred to as "Developer," currently has under construction a condominium project known as JUPITER LAKES VILLAS CONDOMINIUM II, located in Jupiter, Palm Beach County, Florida; and,

WHEREAS, Developer is desirous of entering into contracts to sell the condominium units within JUPITER LAKES VILLAS CONDOMINIUM II prior to substantial completion of the construction, furnishing and landscaping of the property submitted to condominium ownership; and,

WHEREAS, pursuant to Florida Statutes 718.202(1), Developer is required to establish an escrow account for payments of up to ten (10%) percent of the sales price received by the Developer from prospective purchasers; and,

WHEREAS, the law firm of DAVERSA AND MARTYN, hereinafter referred to as "Escrow Agent," has consented to act as Escrow Agent and establish said escrow account pursuant to the purchase agreement to be used for the sale of condominium units within JUPITER LAKES VILLAS CONDOMINIUM II; the provisions of Chapter 718, Florida Statutes; and this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Developer shall pay into an escrow account established with the Escrow Agent all payments up to ten (10%) percent of the sales price received by the Developer from purchasers toward the sales price. The escrowed funds may be deposited in interest bearing separate accounts or in common escrow trust accounts or commingled with other escrow or trust accounts handled by or received by the Escrow Agent.

2. The Escrow Agent agrees to deliver receipts for said deposits to purchasers, on request.

3. The Escrow Agent shall hold all deposits in escrow pending the occurrence of one of the following events:

(a) Written directions of the Developer to return the deposit to the purchaser;

(b) A default under the purchase agreement by the Developer, and a written request for return of the deposit, specifying the default, by purchaser;

(c) A default under the purchase agreement by the purchaser, and a written request for delivery of the deposit, specifying the default, to the Developer;

(d) Issuance of a Certificate of Occupancy or similar document issued by governmental authorities having jurisdiction of the subject condominium unit, and a subsequent default under the purchase agreement by the purchaser;

(e) Closing of the unit;

(f) Written instructions from both the purchaser and Developer specifying how the deposit is to be disposed of.

4. Upon the occurrence of Item 3(a) above, the Escrow Agent shall promptly refund the deposit to the purchaser.

5. Upon the occurrence of Item 3(b) above, the Escrow Agent shall promptly notify the Developer and the Developer shall have ten (10) days to cure the default or commence a cure. If the Developer denies default within ten (10) days of such notice, the Escrow Agent shall continue to hold the deposit for distribution in accordance with the terms of Items 4 or 7 or 8 hereof. If the Developer either admits default or, in the alternative, fails to reply to the notice within the ten (10) day period, the Escrow Agent shall promptly return the deposit to the purchaser.

6. Upon the occurrence of Item 3(c) above, the Escrow Agent shall promptly notify the purchaser and the purchaser shall have ten (10) days to cure the default or commence a cure. If the purchaser either admits default or, in the alternative, fails to reply to the notice within the ten (10) day period or, in the alternative, fails to cure or commence a cure of the default within the ten (10) day period, the Escrow Agent is authorized to deliver the deposit to the Developer.

7. Upon the delivery to the Escrow Agent of a photocopy of the Certificate of Occupancy or similar instrument for the building in which the purchaser's unit is located, together with Developer's notice specifying the default on the part of the purchaser and the purchase agreement, the Escrow Agent shall send said notice of default to the purchaser by certified mail, return receipt requested, giving purchaser ten (10) days from the date of mailing of said notice to cure said default. If purchaser fails to cure the default within the ten (10) day period, the Escrow Agent is irrevocably authorized and instructed to deliver the deposit to the Developer after first deducting the expenses of the escrow.

8. Upon the occurrence of Item 3(d) above, the Escrow Agent is irrevocably authorized and instructed to deliver the deposit to the Developer.

9. Any notice or request required to be given in writing shall be made by certified mail or registered mail, return receipt requested, and shall be deemed given when deposited in the United States mails, addressed to the proper party at the address shown in the purchase agreement, with sufficient postage attached thereto to carry it to its destination.

10. It is agreed that the duties of the Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence so long as the Escrow Agent has acted in good faith. Developer and purchaser shall release Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in performance of the Escrow Agent's duties.

11. The Escrow Agent shall be under no responsibility in respect to any of the monies deposited with it other than faithfully to follow the instructions of the escrow. The Escrow Agent may advise with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted unless requested to do so by Developer and a purchaser and indemnified to the satisfaction of the Escrow Agent against the cost and expense of such defense. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall have no responsibility for genuineness or validity of any document or other item deposited

with the Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to the Escrow Agent and believed by the Escrow Agent to have been signed by the proper parties.

12. The Escrow Agent assumes no liability under this Agreement except that of a stakeholder. If there is any dispute as to whether the Escrow Agent is obligated to deliver the escrowed monies or as to whom a specific sum is to be delivered, the Escrow Agent will not be obligated to make any delivery of the sum, but in such event may hold the sum until receipt by the Escrow Agent of an authorization in writing signed by all persons having interest in such dispute, directing the disposition of the sum, or, in the absence of such authorization, the Escrow Agent may hold the sum until the final determination of the rights of the parties in appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, the Escrow Agent is not required to bring an appropriate action or proceeding for leave to deposit the sum in court, pending such determination. In making delivery of the monies in the manner specifically provided for, the Escrow Agent shall have no further liability in the matter.

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

Signed, sealed and delivered
in the presence of:

[Signature]
As to Developer

[Signature]
As to Escrow Agent

JUPITER LAKES VILLAS, INC.,
a Florida corporation,
Developer

By: [Signature]

DAVERSA AND MARTYN, Attorneys
at Law, Escrow Agent

By: [Signature]

Jeffrey N. Daversa

EXHIBIT G

RECEIPT FOR CONDOMINIUM DOCUMENTS

RECEIPTS FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items, checked below, as required by the Condominium Act, relating to JUPITER LAKES VILLAS CONDOMINIUM _____, a Condominium, physically located at 431 Jupiter Lakes Boulevard, Jupiter, Florida. Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

ITEM	RECEIVED
Offering Circular	_____
Declaration of Condominium	_____
Articles of Incorporation	_____
Bylaws	_____
Estimated Operating Budget (for the year)	_____
Form of Agreement for Sale or Lease (Purchase Contract)	_____
Covenants and Restrictions (Rules and Regulations)	_____
Ground Lease	_____ N/A
Management and Maintenance Contracts for more than one year	_____ N/A
Renewable Management Contracts	_____ N/A
Lease of Recreation and other Facilities to be used exclusively by unit owners of subject condominiums	_____ N/A
Form of Unit Lease if a leasehold	_____ N/A
Declaration of Servitude (Agreement for Use and Conveyance)	_____ N/A
Statement of Conversion Conditions	_____ N/A
Plot Plan	_____
Floor Plan	_____
Survey of Land and Graphic Description of Improvements	_____

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

EXECUTED THIS DAY OF , 1979.

Purchaser

Purchaser

EXHIBIT H

PLOT PLAN

See Exhibit
"A"

15

16

17

to Declaration

EXHIBIT I

USE RESTRICTIONS

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.

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
JUPITER LAKES VILLAS CONDOMINIUM II

WHEREAS, the Declaration of Condominium of JUPITER LAKES VILLAS CONDOMINIUM II, together with exhibits, was recorded on July 10, 1979, in Official Record Book 3095, Page 0416, Public Records of Palm Beach County, Florida;

WHEREAS, Article XIII of the Declaration of Condominium provides for amendment of said Declaration by the affirmative vote of at least seventy-five (75%) percent of the entire membership of the Board of Directors and by at least seventy-five (75%) percent of the voting interests of the entire membership of the Association; and

WHEREAS, pursuant to Sections 718.112(2)(d) and 607.394, Florida Statutes, the unit owners did waive the holding of a formal meeting of the unit owners, notice thereof and vote pursuant thereto, and did vote by written consent; with at least seventy-five (75%) percent of the voting interests of the entire membership of the Association consenting in writing to amend the Declaration of Condominium in the various particulars as set forth in Exhibit "1" attached hereto;

WHEREAS, a meeting of the Board of Directors of the Association was held on January 15, 1986, wherein at least seventy-five (75%) percent of the entire Board of Directors did vote to amend the Declaration of Condominium in the various particulars as set forth in Exhibit "1" attached hereto;

WHEREAS, this Certificate together with the amendments to Declaration of Condominium of JUPITER LAKES VILLAS CONDOMINIUM II shall be recorded in the Public Records of Palm Beach County, Florida.

1760
NOW, THEREFORE, the Declaration of Condominium is hereby amended in the particulars as stated in Exhibit "1" attached hereto; said amendments shall run with the real property known as JUPITER LAKES VILLAS CONDOMINIUM II; and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as other amended hereby, the documents shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the Declaration of Condominium of the JUPITER LAKES VILLAS CONDOMINIUM II, and that at least seventy-five (75%) percent of the entire Board of Directors at a duly held meeting at which a quorum was present did vote and approve same; and at least seventy-five (75%) percent of the voting interests of the entire membership of the Association did consent thereto in writing in lieu of a meeting.

DATED this 12 day of May, 1986.

WITNESSES:

JUPITER LAKES VILLAS CONDOMINIUM
ASSOCIATION, INC.

Raif M. Edwards

by:

Andrea L. Shabell
President:

Ann Zimmerman
Secretary

William A. Landenberger

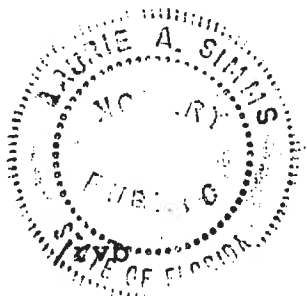
This Instrument Prepared By:

✓ JAY STEVEN LEVINE, P.A.
824 U.S. Highway One
Suite 310
North Palm Beach, FL 33408
Tel: 305/626-4700

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 12 day of May, 1986, before me personally appeared Ann Zimmerman and Andrea Skohill, President and Secretary, respectively, of JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Jupiter, in the County of Palm Beach, State of day and year last aforesaid.



Laurie A. Dennis
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 28, 1989
Bonded Thru Troy Fain - Insurance, Inc.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

1. Article V, Section A.2.f. of the Declaration (New Provision) shall provide as follows:

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

(f) To maintain, replace and repair any screened enclosure or shutters erected in accordance with other provisions contained within this Declaration."

2. Article V, Section B.2. of the Declaration shall provide as follows:

"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 By-Laws. 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 acquired 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 bhe (sic) unit owner contributes to the cost of the alteration, improvement or acquisition.

A unit owner may, after written application to and written approval from the Board of Directors, erect a screen enclosure within the fenced patio area outside the rear entry way to their unit, subject to the following restrictions:

(1) The enclosure must be composed of a bronze colored aluminum structural framework.

(2) The screening must be charcoal in color.

(3) The maximum height of said screen enclosure must not exceed the height of the fascia on the overhang over the door to the rear patio area. A footing must be constructed in accordance with the standard building codes and except for the footing requirements the remainder of the rear patio area must remain the same as in the specifications contained in this Declaration including but not limited to those provisions specifically providing those provisions specifically providing (sic) for the retention of the permeable garden, flower bed, or grassy area in the rear patio.

(4) The enclosure must have only one screened exist door from the enclosed area.

(5) The Board of Directors is empowered to promulgate such other reasonable regulations and requirements in connection with the construction and appearance of the enclosure as the Board deems advisable."

3. Article X, Section K. of the Declaration provide as follows:

"K. Shutters. Unit owners may install hurricane shutters, storm shutters or security shutters in a permanent installation provided said installation consists solely of bronze colored folding track mounted type shutters. All other hurricane or storm shutters must be of a temporary nature and may be installed only prior to a hurricane or storm and completely removable and removed when the hurricane or storm ceases. There shall be no temporary security shutters."

4. Article X, Section L. of the Use Restrictions:

To add: Any motor vehicle that is unlicensed and/or undrivable can be towed from Condominium property."

/rvb