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THIS INSTRUMENT WAS PREPARED BY

SEYMOUR F. RIFE

(NAME)

107 LAKEVIEW BLDG

(ADDRESS)

NORTH PALM BEACH, FLA.

(CITY AND STATE)

LANDINGS EAST, INC.

Declaration of Condominium

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Exhibit A found in Condominium File # 1
Room 120 County Court House

131.30

DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That LANDINGS EAST, INC., a Florida corporation, having its principal place of business in North Palm Beach, Palm Beach County, Florida, does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership and condominium for LANDINGS EAST CONDOMINIUM, being the property and improvements hereinafter described.

I.

ESTABLISHMENT OF CONDOMINIUM

LANDINGS EAST, INC., is the owner of the fee simple title to that certain property situate in the Village of North Palm Beach, County of Palm Beach and State of Florida, and which property is more particularly described as follows, to-wit:

Lot 11, Marina Addition to the Village of North Palm Beach, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 27, page 98,

and on which property there is being or has been constructed LANDINGS EAST CONDOMINIUM, an apartment housing project containing 36 dwelling units and other appurtenant improvements. LANDINGS EAST, INC. does hereby submit the above-described property and improvements to condominium ownership and hereby declares the same to be a condominium to be known and identified as "LANDINGS EAST CONDOMINIUM APARTMENTS". Elsewhere in this declaration the said LANDINGS EAST CONDOMINIUM APARTMENTS is referred to as LANDINGS EAST CONDOMINIUM.

II.

For all purposes of this Declaration of Condominium the following terms shall have the meanings set forth below:

A. "Private Dwelling": Fee simple estate in the Private Dwelling Area within the building, as such area is located by and described in Exhibit A. The Private Dwelling shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Private Dwelling, the pipes, wires, conduits or other public utility lines running through the Private Dwelling which are utilized for or serve more than one Private Dwelling. All of the aforementioned items are included in the definition of Common Elements as hereinafter set forth. The Private Dwelling

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shall, however, include the walls and partitions contained within the Private Dwelling and the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

B. "Private Dwelling Owner": The individual person or persons, or their successors holding title in fee simple to a Private Dwelling who have been conveyed such by LANDINGS EAST, INC.

C. "Assessment": A share of the funds required for the payment of expenses which from time to time is assessed against the Private Dwelling Owner.

D. "Association": The LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., being the entity responsible for the operation of the condominium and its successors; a Florida corporation not for profit, copies of the Articles of Incorporation and By-Laws of which association are annexed hereto and made parts hereof as Exhibits B and C, respectively.

E. "Common Elements": Common Elements, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of LANDINGS EAST CONDOMINIUM, other than the Private Dwellings, as same are heretofore defined, and shall include easements through Private Dwellings for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to Private Dwellings and Common Elements and easements of support in every portion of a Private Dwelling which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such Private Dwellings.

F. "Limited Common Elements": The portion of the Common Elements limited to the exclusive use and enjoyment of the owner of a Private Dwelling, as such Limited Common Elements is identified in Exhibit A and by a number corresponding to the Private Dwelling, the ownership of which includes the exclusive use and enjoyment of such Limited Common Elements.

G. "Common Expenses": The expenses for which the Private Dwelling Owners are liable to the Association, same to include the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Private Dwellings as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace; management and administration of the Association, including, without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys and other employees, and any other items held by or in accordance with other provisions of this Declaration of Condominium.

H. "Common Surplus": The excess of all receipts of the Association, including but not limited to assessments, rents, profits, and revenue on account of the Common Elements, over the amount of the Common Expenses.

I. "Property": The same as defined on Page 1 hereof.

J. "Share": The percentages attributed to each Private Dwelling as set forth in Exhibit D.

III.

COMMON ELEMENTS USE

The Common Elements shall be used in accordance with and subject to the following provisions:

A. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations, pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a Private Dwelling Owner and his guests, for specific occasions, of the swimming pool, or other facilities. Such use may be conditioned upon, among other things, the payment by the Private Dwelling Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

B. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Sub-article III B and as are approved by the Board of Directors of the Association.

C. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Private Dwelling Owners as assessed, in accordance with provisions contained elsewhere herein.

D. Subject to the rules and regulations from time to time pertaining thereto, all Private Dwelling Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Private Dwelling Owners.

E. The Association shall have the right to make or cause to be made

such alterations and improvements to the Common Elements (which do not prejudice the right of any Private Dwelling Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Association. The costs of such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than 75% of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of the Private Dwelling Owner or Owners requesting the same, in which case such requesting Private Dwelling Owners shall be assessed therefor in such proportions as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Directors of the Association.

F. The shares of the Private Dwelling Owners in the Common Elements shall be as stated in Exhibit D annexed hereto and may be altered only by amendment hereof executed in form for recording by all of the Private Dwelling Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

G. The share of a Private Dwelling Owner in the Common Elements is appurtenant to the Private Dwelling owned by him.

IV.

MAINTENANCE AND REPAIR OF PRIVATE DWELLINGS

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

1. All portions of the Private Dwellings which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the building, structural slabs, roofs, interior boundary walls of Private Dwellings and load-bearing columns;

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Private Dwellings but excluding therefrom, appliances and plumbing fixtures.

3. All incidental damage caused to a Private Dwelling by such work as may be done or caused to be done by the Association in accordance herewith.

B. The responsibility of the Private Dwelling Owner shall be as follows:

1. To maintain, repair and replace at his expense, all portions of the Private Dwelling except the portions of each to be maintained, repaired and replaced by the Association;

2. To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;

3. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Private Dwelling, unless the written consent of the Association is obtained;

4. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

5. Not to make any alterations in the portions of the Private Dwelling or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining written consent of the Board of Directors of the Association, nor shall any Private Dwelling Owner impair any easement without first obtaining the written consents of the Association and of the Private Dwelling Owner or Owners for whose benefit such easement exists.

C. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damage resulting from its negligence.

V.

PRIVATE DWELLINGS SHALL
BE CONSTITUTED AS FOLLOWS

A. Each Private Dwelling, together with the space within it as shown on the drawings together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration.

B. Each Private Dwelling shall be bounded as to both horizontal and vertical boundaries as shown on the survey and drawings, subject to such encroachments as are contained in the building whether the same exist now or are

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created by settlement or movement of the building, or permissible repairs, reconstruction or alterations.

C. Each Private Dwelling shall include and the same shall pass with each Private Dwelling as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Private Dwelling Owner in the Property, which shall include but not be limited to:

1. Common Elements - An undivided share of the Common Elements, such undivided share to be that portion set forth in Exhibit D;
2. Easements for the benefit of the Private Dwelling;
3. Association membership and funds and assets held by the Association for the benefit of the Private Dwelling Owner;
4. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Private Dwellings;
5. In addition to and not in derogation of the ownership of the space described on the survey and drawings, an exclusive easement for the use of the space not owned by the Private Dwelling Owner and which is occupied by the Private Dwelling, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenantable, whichever first occurs;
6. The following easements from each Private Dwelling Owner to each other Private Dwelling Owner and to the Association:
 - (a) Ingress and egress: Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Declaration of Condominium.
 - (b) Maintenance, Repair and Replacement: Easements through the Private Dwellings and Common Elements for maintenance, repair, and replacement of the Private Dwellings and Common Elements. Use of these easements, however, for access to the Private Dwellings shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
 - (c) Structural Support: Every portion of a Private Dwelling which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the Common Elements.
 - (d) Utilities: Easements through the Private Dwellings and Common Elements

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for all facilities for the furnishing of utility services within the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Private dwelling shall be only substantially in accordance with the plans and specifications of the building, or as the building was first constructed.

(a) Emergency easements of ingress and egress: Easements over all patios whenever reasonably required for emergency ingress and egress. No Private Dwelling Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

VI.

In order to provide for a congenial occupation of the building and to provide for the protection of the values of the Private Dwellings, the use of the property shall be restricted to and be in accordance with the following provisions:

- A. The Private Dwelling shall be used for single-family residences only.
- B. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Private Dwelling.
- C. No Private Dwelling shall be occupied by any person not approved in advance by the Board of Directors of the Association except if title is acquired as provided in paragraphs XX A and/or XX C of this Declaration. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, his residence address and three business and three social references, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Directors of the Association to disapprove within such period conclusively shall be deemed to constitute approval.
- D. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No children under the age of fifteen (15) years shall occupy

the property, unless as a guest for a period not to exceed six weeks; nor shall any pets occupy or be allowed on the property.

E. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Private Dwelling Owners and the Association of complying with the requirements of governmental bodies which require, maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

F. Regulations concerning use of the property may be promulgated by the Association as hereinabove set forth; provided however, that copies of such regulations are furnished to each Private Dwelling Owner prior to the time that the same become effective.

G. The docks, and boat facilities of the property shall be used only for the purpose of fishing and as a landing for boat embarkation and debarkation.

H. Upon the approval of not less than 80% of the Private Dwelling Owner covered carports may be constructed upon the property. LANDINGS EAST CONDOMINIUM ASSOCIATION, INC. shall establish fees and regulations governing the use and occupancy of said carports.

I. LANDINGS EAST CONDOMINIUM ASSOCIATION, INC. may establish various house rules from time to time which shall regulate the use and occupancy of LANDINGS EAST CONDOMINIUM.

VII.

ADMINISTRATION

The administration of the property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

A. The Association shall be incorporated under the name LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation, of which a copy is attached hereto as Exhibit B. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

B. The By-Laws of the Association shall be in the form attached hereto as Exhibit C until such are amended in the manner therein provided.

C. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purpose of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Private Dwelling Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

D. Notices or demands, for any purpose, shall be given by the Association to Private Dwelling Owners and by Private Dwelling Owners to the Association and other Private Dwelling Owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

E. All funds and the titles of all properties acquired by the Association and the proceeds thereof after deduction therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Private Dwelling Owners for the purposes herein stated.

VIII.

INSURANCE

A. Authority to Purchase: All insurance policies upon the property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of the Private Dwelling Owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of mortgage endorsements to the holders of first mortgages on the Private Dwellings or any of them, and if insurance companies will agree shall provide that the insurer waives its rights of subrogation as to any claims against Private Dwelling Owners, the Association and their respective servants, agents and guests.

B. Private Dwelling Owners: Each Private Dwelling Owner may obtain

insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VIII A hereof (if same is available).

C. Coverage:

1. Casualty. The building and all improvements upon the land and all personal property included within the property, except such personal property as may be owned by the Private Dwelling Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages.

3. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Private Dwelling Owners as a group to a Private Dwelling Owner.

D. Premium: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

E. Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Private Dwelling Owners and their mortgagees, as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the benefit of the Association, the Private Dwelling Owners and their respective mortgagees, in the following shares:

1. Common Elements. Proceeds on account of damage to Common Elements - that undivided share for each Private Dwelling Owner and his mortgagee, if any, which is set forth in Exhibit D.

2. Private Dwellings. Proceeds on account of Private Dwellings shall be held in the following undivided shares:

(a) Partial destruction when the building is to be restored: for the Owners of damaged Private Dwellings in proportion to the costs of repairing the damage suffered by each damaged Private Dwelling.

(b) Total destruction of the building or where the building is not to be restored: for all Private Dwelling Owners, the share of each being that share set forth in Exhibit D.

3. Mortgages. In the event a mortgagee endorsement has been issued as to a Private Dwelling, the share of the Private Dwelling Owner as their interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction of repair.

F. Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Dwelling Owners in the following manner:

1. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Dwelling Owners, all remittances to Private Dwelling Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of the Private Dwelling and may be enforced by him.

2. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Private Dwelling Owners, remittance to Private Dwelling Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Private Dwelling and may be enforced by him.

IX.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

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1. Partial destruction (which shall be deemed to mean destruction which does not render one-half or more of the Private Dwellings untenable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair or unless Private Dwelling Owners who in the aggregate own 75% or more of the shares do not vote in favor of such reconstruction or repair.

2. Total destruction (which shall be deemed to mean destruction which does render one-half or more of the Private Dwellings untenable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, Private Dwelling Owners who in the aggregate own 75% or more of the shares vote in favor of such reconstruction or repair.

3. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications contained herein as Exhibit A.

4. Encroachments upon or in favor of Private Dwellings which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Private Dwelling Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

B. If the damage is only to those parts of one Private Dwelling for which the responsibility of maintenance and repair is that of the Private Dwelling Owner, then the Private Dwelling Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association as follows:

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, including the aforesaid fees and premiums, if any, assessments shall be made against the Private Dwelling Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If, at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Private Dwelling Owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

3. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Private Dwelling Owners, shall constitute an account to be known as a Reconstruction and Repair Account which shall be disbursed in payment of such costs in the following manner:

(a) Private Dwelling Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Private Dwelling Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Private Dwelling Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Private Dwelling Owner and the mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Private Dwelling Owner to make such reconstruction or repair.

(b) Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair of the building or other improvement

is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Private Dwelling Owners who are the beneficial owners of the fund.

(e) When the damage is to both Common Elements and Private Dwellings, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Private Dwellings in the shares above stated.

X.

INSURANCE ADJUSTMENTS

Each Private Dwelling Owner shall be deemed to have delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one Private Dwelling.

XI.

ASSESSMENTS

Assessments against the Private Dwelling Owners shall be made or approved by the Board of Directors of the Association and paid by the Private Dwelling Owners to the Association in accordance with the following provisions:

A. Share of Expense: Common Expenses - Each Private Dwelling Owner shall be liable for his share of the Common Expenses.

B. Assessments other than Common Expenses: Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Declaration of Condominium, shall be paid by the Private Dwelling Owners to the Association in the proportions set forth in the provision of the Declaration of Condominium authorizing the Assessment.

C. Accounts: All sums collected by the Association from assessments may be co-mingled in a single fund, but they shall be held for the Private Dwelling Owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

1. Common Expense Account, to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements.
2. Alteration and Improvement Account, to which shall be credited all sums collected for alteration and improvement assessments.
3. Reconstruction and Repair Account, to which shall be credited all sums collected for reconstruction and repair assessments.
4. Emergency Account, to which shall be credited all sums collected for emergencies.

D. Assessments for Common Expenses: Assessments for Common Expenses, which shall be in accordance with the percentages indicated in Exhibit D for division of surplus, shall be made annually in advance on the second (2nd) Monday in January of the year for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in twelve (12) equal installments, or in such other installments and at such times as may be determined by the Board of Directors of the Association. The total of the assessments shall be in the amount of the estimated Common Expenses for the year, including a reasonable allowance for contingencies and reserves less the amount of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

E. Other Assessments: Other assessments shall be made in accordance with the provisions of the Declaration of Condominium and if the time of payment is not set forth in the Declaration of Condominium, the same shall be determined by the Board of Directors of the Association.

F. Assessments for Emergencies: Assessments for Common Expenses for emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

G. Assessments for Liens: All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Private Dwelling or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Private Dwellings in accordance with the shares of the Private Dwellings concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

H. Assessment Roll: The assessments against all Private Dwelling Owners shall be set forth upon a roll of the Private Dwellings which shall be available in the office of the Association for inspection at all reasonable times by the Private Dwelling Owners or their duly authorized representatives. Such roll shall indicate for each Private Dwelling the name and address of the Private Dwelling Owner or Private Dwelling Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Private Dwelling Owner's assessment account shall limit the liability of any person for whom made other than the Private Dwelling Owner. The Association shall issue such certificates to such persons as a Private Dwelling Owner may request in writing.

I. Liability for Assessments: The Owners of a Private Dwelling and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use of enjoyment of any Common Element or by abandonment of the Private Dwelling for which the assessments are made. A purchaser of a Private Dwelling at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments pro-rated to the period after the date of such sale.

J. Lien for Assessments: The unpaid portion of an assessment which is due shall be secured by a lien upon the Private Dwelling and all appurtenances thereto when a Notice claiming the lien has been recorded by the Association in the Public Records of Palm Beach County. The Association shall not,

however, record such claim of lien until the assessment is unpaid for not less than sixty (60) days after it is due. Such a claim of lien shall include only assessments which are due and payable when the claim of lien is recorded.

K. Collections:

1. Interest: Application of payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before sixty (60) days after the date when due shall bear interest at the rate of six percent (6%) 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. All interest collected shall be credited to the Common Expense Account.

2. Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of eight percent (8%) per annum, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same to reasonable attorney's fees.

XII.

COMPLIANCE AND DEFAULT

Each Private Dwelling Owner shall be governed by and shall comply with the terms of the Declaration of Condominium and regulations adopted pursuant thereto and said Declaration of Condominium and regulations as they may be amended from time to time. A default shall entitle the Association or other Private Dwelling Owners to the following relief:

A. Failure to comply with any of the terms of the Declaration of Condominium and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Private Dwelling Owner.

B. All Private Dwelling Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect

or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by a Private Dwelling Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

D. The failure of the Association or of a Private Dwelling Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration of Condominium shall not constitute a waiver of the right of the Association or Private Dwelling Owner to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to the Association or a Private Dwelling Owner pursuant to any terms, provisions, covenants or conditions of the Declaration of Condominium shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration of Condominium or at law or in equity.

XIII.

RIGHT OF FIRST REFUSAL TO ASSOCIATION
TO LEASE OR PURCHASE PRIVATE DWELLING

With the exception of transfers of ownership of any Private Dwelling by one spouse to another should the owner of any Private Dwelling be desirous of leasing or selling such Private Dwelling, Association is hereby given and granted the right of first refusal to lease or purchase such Private Dwelling, as the case may be, on the terms and conditions herein stated, and no owner of a Private Dwelling shall lease or sell the same to any party without first giving Association notice in writing of such lease or sale as herein provided, thereby giving Association the opportunity to determine whether it will exercise the

right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the owner of such Private Dwelling may have received for the lease or purchase of his said Private Dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price if the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the offices of said Association, or by personal delivery made to the President or Secretary of said Association, of his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If the Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said Private Dwelling, such notice to be in writing and posted by registered or certified mail to said owner within thirty (30) days from receipt by Association or owner's notice to said Association as hereinabove required, or said notice in writing may be personally delivered to said owner within said thirty (30) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or purchase said Private Dwelling, Association shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of a Private Dwelling has notified Association as above provided of his desire to lease or sell his Private Dwelling, such owner shall be free to consummate such lease or sale of his Private Dwelling unless, within thirty (30) days after the owner has delivered his required notice to Association,

Association has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such Private Dwelling. However, in said event, the owner of said Private Dwelling shall not lease or sell said Private Dwelling to any party other than the party designated to the Board of Directors of Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such Private Dwelling in the manner above provided.

If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease or purchase any Private Dwelling to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of the Association may elect to cause said Private Dwelling to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Private Dwelling in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such Private Dwelling. Whenever such right of first refusal granted to Association is to be exercised in the name of a party approved by Association, notice of such election as required herein shall be executed by Association, and the party approved by the Board of Directors of said Association.

In the event that the owner of a Private Dwelling shall lease or sell such Private Dwelling without giving written notice to Association as herein provided, to the end that said Board of Directors of Association is not afforded the opportunity to determine whether or not it will elect to lease or purchase said Private Dwelling prior to the consummation of such lease or purchase and on the terms and provisions thereof, then the said Association shall have the right to redeem said Private Dwelling from such lease or sale transaction by reimbursing the lessee for the amount of any rent paid in advance, and by executing a lease in favor of the owner of such Private Dwelling identical with that being redeemed, or by refunding unto the purchaser of such Private Dwelling the purchase price paid therefor, in which latter event, the purchaser of such Private Dwelling shall convey the same to Association or to a party designated and approved by the Association.

The right of redemption granted herein shall exist for a period of six (6) months from the date on which such lease or sale may be consummated without prior notice to the Board of Directors of Association as required herein, but such Private Dwelling may not be redeemed by the Association from said lease or sale transaction after the expiration of said six (6) month period. In the event that such sale or lease of a Private Dwelling has been accomplished without the prior notice to the Board of Directors of the Association as required herein, and without affording said Board of Directors of the Association the opportunity to determine whether or not it will exercise its first right to lease or purchase such Private Dwelling on the terms and conditions offered, then the lessee or purchaser in such transaction shall notify the Board of Directors of the Association of his lease or purchase of such Private Dwelling, such notice to be in writing and to state the name and address and business, occupation or employment, if any, of such lessee or purchaser, and the terms and conditions of said lease or purchase, such notice to be in writing and to be delivered to the Association in the same manner as such notice is required to be given prior to consummation of such lease or sale transaction. Thereafter, the Board of Directors of the Association shall have thirty (30) days from receipt of such notice within which to exercise the right of redemption granted to Association and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said lease or purchase within said thirty (30) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to Association to terminate and expire as to said lease or purchase transaction.

Notwithstanding the foregoing, no Private Dwelling shall be leased unless the terms and provisions of such lease shall provide that such Private Dwelling may not be sublet without the prior written approval of the Association being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Private Dwellings and Common Elements contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by the Association governing the use of such Private Dwellings and Common Elements, and should any lessee not comply with such covenants, then Association shall be given the right to cancel and terminate such lease, all without any obligation to owner, and in said respect, Association shall be

regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

The right of first refusal granted to the Association shall not apply or be operative to any foreclosure or other judicial sale of a Private Dwelling, although the title of the purchaser at any foreclosure or judicial sale shall thereafter be subject to the right of first refusal granted to Association pertaining to the lease or sale of such Private Dwelling.

XIV.

AMENDMENT

Except for alterations in the shares which cannot be done except with the consent of all Private Dwelling Owners and their respective mortgagees whose shares are being affected, the Declaration of Condominium may be amended in the following manner:

A. Declaration: Amendments to the Declaration of Condominium shall be proposed and adopted as follows:

1. Notice: Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Private Dwelling Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Directors and Private Dwelling Owners not present at the meeting considering such Amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five percent (75%) of the Directors and by Private Dwelling Owners who in the aggregate own not less than seventy-five percent (75%) of the shares.

3. Recording: A copy of each Amendment shall be certified in accordance with Chapter 711.10, Florida Statutes, by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida. Copies of the same shall be sent to each Private Dwelling Owner in the manner elsewhere provided for the giving of notices, but the same shall not constitute a condition precedent to the effectiveness of such Amendment.

B. Association - Articles of Incorporation and By-Laws: The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

XV.

TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

A. The termination of the Condominium may be effected by the agreement of Private Dwelling Owners who in the aggregate own not less than eighty-five percent (85%) of the shares, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Palm Beach County, Florida.

B. Destruction: If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Declaration of Condominium Plan of Ownership revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

C. Shares of Private Dwelling Owners After Termination: After termination of the Condominium, the Private Dwelling Owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Private Dwelling or Private Dwellings formerly owned by such Private Dwelling Owners shall have mortgages and liens upon the respective undivided shares of the Private Dwelling Owners. Such undivided shares of the Private Dwelling Owners shall be as set forth in Exhibit D. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held for the Private Dwelling Owners in proportion to the amount of the assessments paid by each. The costs incurred by the Association in connection with a termination shall be a Common Expense.

D. Following termination, the property may be partitioned and sold upon the application of any Private Dwelling Owner. If the Board of Directors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each Private Dwelling Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

E. The members of the Board of Directors acting collectively as agent for all Private Dwelling Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XVI.

RIGHTS OF DECLARER

So long as LANDINGS EAST, INC., the Declarer herein, shall own any Private Dwelling, the said LANDINGS EAST, INC. shall have the absolute right to lease or sell any such Private Dwelling to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of any Private Dwelling by LANDINGS EAST, INC., the right of first refusal and any right of redemption herein granted to Association shall not be operative or effective in any manner. Further, so long as LANDINGS EAST, INC. is the owner of ten (10) or more Private Dwellings in LANDINGS EAST CONDOMINIUM, the said LANDINGS EAST, INC. shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association; and so long as the said LANDINGS EAST, INC. is the owner of at least one (1), but not more than nine (9) private dwellings, the said LANDINGS EAST, INC. shall have the right to designate and select one of the persons who shall serve as a member of each Board of Directors of the Association. Whenever LANDINGS EAST, INC. shall be entitled to designate

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and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and LANDINGS EAST, INC. shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by LANDINGS EAST, INC. need not be a resident in LANDINGS EAST CONDOMINIUM.

Any representative of LANDINGS EAST, INC. serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter between LANDINGS EAST, INC. and the Association where the said LANDINGS EAST, INC. may have a pecuniary or other interest. Similarly, LANDINGS EAST, INC., as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between LANDINGS EAST, INC. and the Association where the said LANDINGS EAST, INC. may have a pecuniary or other interest.

XVII.

NOTICES AND ANNUAL REPORTS

So long as Community Federal Savings and Loan Association of Riviera Beach is the owner or holder of a mortgage encumbering a Private Dwelling in LANDINGS EAST CONDOMINIUM, the Association shall furnish said Community Federal Savings and Loan Association of Riviera Beach with at least one (1) copy of the Annual Financial Statement and Report of the Association audited and prepared by Certified Public Accountants satisfactory to Community Federal Savings and Loan Association of Riviera Beach and setting forth such details as the said Community Federal Savings and Loan Association of Riviera Beach may reasonably require, including a detailed

statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each fiscal year.

So long as Community Federal Savings and Loan Association of Riviera Beach is the owner and holder of a mortgage encumbering a Private Dwelling in LANDINGS EAST CONDOMINIUM, and has filed notice of such fact with Association, Association shall thereafter give Community Federal Savings and Loan Association of Riviera Beach written notice of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation of Association, or the By-Laws of Association, and shall further give Community Federal Savings and Loan Association of Riviera Beach notice of default by any member owning any Private Dwelling encumbered by mortgage held by Community Federal Savings and Loan Association of Riviera Beach, all such notices hereunder to be sent to the principal office of said Community Federal Savings and Loan Association of Riviera Beach, in Riviera Beach, Florida, in the same manner and simultaneously with the giving of required notices to any owner or owners.

XVIII.

COVENANTS RUNNING WITH THE LAND

All provisions of the Declaration of Condominium shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Private Dwelling and the appurtenances thereto; and every Private Dwelling Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration of Condominium.

XIX.

LIENS

A. Protection of Property: All liens against a Private Dwelling other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Private Dwelling shall be paid before becoming delinquent.

B. Notice of Lien: A Private Dwelling Owner shall give notice to the Association of every lien upon his Private Dwelling other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

C. Notice of Suit: Private Dwelling Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Private Dwelling or any other part of the property, such notice to be given within five (5) days after the Private Dwelling Owner receives notice thereof.

D. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

XX.

JUDICIAL SALES

No judicial sale of a Private Dwelling nor any interest therein shall be valid unless:

A. Approval of Association: The sale is to be purchaser approved by the Board of Directors of the Association which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Palm Beach County, Florida, or

B. Public Sale: The sale is a result of a public sale with open bidding.

C. Unauthorized Transactions: Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration of Condominium or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association.

In the event proceedings are instituted to foreclose any mortgage on any Private Dwelling, the Association, on behalf of one or more Private Dwelling Owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such Private Dwelling at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a mortgage institution, bank, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any

Private Dwelling, and such lending institution shall have an unrestricted, absolute right to take title to the Private Dwelling in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said Private Dwelling at the foreclosure sale, providing said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default at least thirty (30) days the Association or such member or members thereof as may elect so to do shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereof, from such mortgagee, or fail to redeem such mortgage, then, and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such Private Dwelling and occupy the same and let, re-let, sell and re-sell the same without complying with the restriction limiting the occupation of said property to persons approved by the Association. If the Association or any members, as aforesaid, redeem such mortgage or cure such default, it shall have a lien against the Private Dwelling for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

D. Right of First Refusal: It is understood by each Private Dwelling Owner that by reason of the financing of LANDINGS EAST CONDOMINIUM by the Community Federal Savings and Loan Association of Riviera Beach, Riviera Beach, Florida, that in the event a Private Dwelling Owner desires to mortgage or in any way finance his Private Dwelling, said Private Dwelling Owner agrees to and does grant a right of first refusal to the Community Federal Savings and Loan Association of Riviera Beach to permit such financing. The rights herein conferred upon the Community Federal Savings and Loan Association of Riviera Beach, as mortgagee, shall cease at such time as it appears from the public records that the Community Federal Savings and Loan Association of Riviera Beach has no further interest in the property through mortgages held by it.

XXI.

INVALID OR UNENFORCEABLE PROVISIONS

If any term, covenant, provision, phrase or other element of the Declaration of Condominium is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to effect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Declaration of Condominium.

XXII.

PRIVATE DWELLING DEEDS

Any transfer of a private Dwelling shall include all appurtenances thereto whether or not specifically described.

IN WITNESS WHEREOF, the Corporation has caused this Declaration of Condominium to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this 23rd day of January 1968.

LANDINGS EAST, INC.

By J. H. White
Jay H. White, President

Attest: Hazel A. Flemming
Hazel A. Flemming, Secy

Signed, sealed and delivered in the presence of:

Maryalice Jenczyk
Marianne McCrosswell



STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

BEFORE ME, the undersigned authority, personally appeared JAY H. WHITE and HAZEL A. FLEMMING, to me known to be the President and Secretary of LANDINGS EAST, INC., a Florida corporation, and who acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium, and that the execution of said Declaration of Condominium is the act and deed of the said LANDINGS EAST, INC., and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of January, 1968.



Maryalice Jenczyk
Notary Public, State of Florida at Large
My commission expires: Aug. 28, 1970

Exhibit "B"

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 29th day of November,
A.D., 1967, as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 29th day of November,
A.D. 1967



A handwritten signature in cursive script, appearing to read "Tom Adams".

Secretary of State

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EXHIBIT B
ARTICLES OF INCORPORATION
OF
LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.
(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the Formation of Corporations not for Profit, We, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of this corporation shall be LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., a condominium association. Jay H. White, whose post office address is 203 Lakeview Building, North Palm Beach, Florida, shall be the Resident Agent of this corporation.

II.

The purpose and objects of the corporation shall be to administer the operation and management of LANDINGS EAST CONDOMINIUM, an apartment housing project established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 11, MARINA ADDITION to the VILLAGE OF NORTH PALM BEACH, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 27, page 98,

and to undertake the performance of the acts and duties incident to the administration of the operation and management of the said LANDINGS EAST CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium to be recorded in Public Records of Palm Beach County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of Condominium Ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the

administration of said LANDINGS EAST CONDOMINIUM. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporations Not for Profit under the Law pursuant to which this Corporation is chartered.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of Private Dwellings and Common Elements in LANDINGS EAST CONDOMINIUM as said terms may be defined in said Declaration of Condominium to be recorded.

(b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Private Dwellings in LANDINGS EAST CONDOMINIUM, which may be necessary or convenient in the operation and management of LANDINGS EAST CONDOMINIUM and in accomplishing the purposes set forth in said Declaration of Condominium.

(c) To maintain, repair, replace, operate and manage LANDINGS EAST CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(d) To contract for the management of LANDINGS EAST CONDOMINIUM and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Membership of the Corporation.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be

hereafter adopted, and the rules and regulations governing the use of said LANDINGS EAST CONDOMINIUM as same may be hereafter established.

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

IV.

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

1. The owners of all Private Dwellings in LANDINGS EAST CONDOMINIUM shall be members of LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., and no other person shall be entitled to membership, except as provided in Item 5 of ARTICLE IV.

2. Membership shall be established by the acquisition of fee title to a Private Dwelling in LANDINGS EAST CONDOMINIUM or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Private Dwelling, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Private Dwellings, or who may own a fee ownership interest in two or more Private Dwellings, so long as such party shall retain title to or a fee ownership interest in any Private Dwelling.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purpose authorized herein, in the Declaration of Condominium and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in LANDINGS EAST

CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each Private Dwelling in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwellings, in the manner provided by said By-Laws.

5. Until such time as the property described in Article II hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of Condominium Ownership by the recordation of said Declaration of Condominium, the Membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

V.

The Corporation shall have perpetual existence.

VI.

The principal office of the Corporation shall be located at 203 Lakeview Building, North Palm Beach, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice-President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of LANDINGS EAST INC., and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII.

The number of members of the first Board of Directors of the Corporation shall be five (5). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Notwithstanding the foregoing, so long as LANDINGS EAST, INC., a Florida corporation, is the owner of ten (10) or more Private Dwellings in LANDINGS EAST CONDOMINIUM, said LANDINGS EAST, INC., shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Corporation; and so long as the said LANDINGS EAST, INC., is the owner of at least one (1) but not more than nine (9) Private Dwellings, the said LANDINGS EAST, INC. shall have the right to designate and select one (1) of the persons who shall serve as a member of each Board of Directors of the Corporation. The said LANDINGS EAST, INC. may designate and select the person or persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the Corporation.

IX.

The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X.

The names and post office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws,

-5-

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and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JAY H. WHITE	203 Lakeview Building North Palm Beach, Florida
EUGENE F. BIE	101 Lakeview Building North Palm Beach, Florida
HAZEL A. FLEMMING	733 Teal Way, West North Palm Beach, Florida
Howard Wolf	721 Ilex Court Lake Park, Florida
Virginia White Gravlin	941 West Kalmia Lake Park, Florida

The Subscribers to these Articles of Incorporation are the five (5) persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of which Subscribers and their respective post office addresses are more particularly set forth in Article X above.

XII.

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

President	Jay H. White 203 Lakeview Building North Palm Beach, Florida
Vice-President	Eugene F. Bie 101 Lakeview Building North Palm Beach, Florida
Vice-President	Hazel A. Fleming 733 Teal Way, West North Palm Beach, Florida
Vice-President	Howard Wolf 721 Ilex Court Lake Park, Florida
Secretary & Treasurer	Virginia White Gravlin 941 West Kalmia Lake Park, Florida

XIII.

The original By-Laws of the Corporation shall be adopted by a majority vote of the members of the Corporation present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.

XIV.

These Articles of Incorporation may be amended in the same manner as the By-Laws.

IN WITNESS WHEREOF, we have made, executed and acknowledged these Articles of Incorporation on this 21 day of November, A.D. 1967.

In the presence of:

Patricia Kilpatrick
Elizabeth Jackson Law

Eugene P. Bie (SEAL)

Hazel A. Flemming (SEAL)

Howard Wolf (SEAL)

Jay H. White (SEAL)

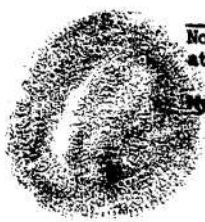
Virginia White Gravlin (SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

BEFORE ME, the undersigned authority, personally appeared JAY H. WHITE, EUGENE P. BIE, HAZEL A. FLEMMING, HOWARD WOLF and VIRGINIA WHITE GRAVLIN, to me well known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and acknowledged to and before me that they executed said instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal this 21 day of November A. D. 1967.

Seal Affixed



Patricia Kilpatrick
Notary Public, State of Florida
at Large
My commission expires July 28, 1971

EXHIBIT C

BY-LAWS

of

LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.

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

I. IDENTITY

These are the By-Laws of LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 29th day of September, 1967. LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association", has been organized for the purpose of administering the operation and management of an apartment housing project, LANDINGS EAST CONDOMINIUM, established in accordance with the Condominium Act of the State of Florida upon the following described property, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 11, Marina Addition to the Village of North Palm Beach, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 27, page 98.

A. The provisions of these By-Laws are applicable to LANDINGS EAST CONDOMINIUM and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

B. All present or future owners, tenants, future tenants, or their employees, or any other person who might use LANDINGS EAST CONDOMINIUM or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the said Articles of Incorporation and Declaration of Condominium.

C. The office of the Association shall be at 203 Lakeview Building, North Palm Beach, Florida.

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

E. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation not for Profit", and the year of

incorporation, an impression of which seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualification of members, the manner of their admission to membership, and termination of such membership, and voting by members, shall be as set forth in the Articles of Incorporation of the Association, the provisions of which said Articles of Incorporation are incorporated herein by reference.

B. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the owners of a Private Dwelling owned by more than one person or by a corporation or other entity, shall be cast by the person named in a Certificate signed by all of the owners of the Private Dwelling and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. 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.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

E. Approval or disapproval of a Private Dwelling Owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Private Dwellings represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The annual Members' Meeting shall be held at the office of the Association at 8:00 P. M., Eastern Standard Time, on the first Monday in February of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

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 of the Association owning a majority of the Private Dwellings.

C. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or by other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

D. The order of business at Annual Members' Meetings and as far as practical at any other members' meetings, shall be as follows:

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 by Chairman.
7. Election of Directors.
8. Unfinished business.
9. New Business.
10. Adjournment.

IV. BOARD OF DIRECTORS

A. The first Board of Directors of the Association and succeeding Board of Directors shall consist of five (5) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers of employees of a corporate member of the Association. So long as LANDINGS EAST, INC., a Florida corporation, is the owner of ten (10) or more of the private dwellings in LANDINGS EAST CONDOMINIUM, said LANDINGS EAST, INC. shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association; and so long as the said LANDINGS EAST, INC. is the owner of at least one (1) but not more than nine (9) private dwellings, the said LANDINGS EAST, INC. shall have the right to designate and select one (1) of the persons who shall serve as a member of each Board of Directors of the Association.

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

1. LANDINGS EAST, INC., Sponsor of LANDINGS EAST CONDOMINIUM, shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by LANDINGS EAST, INC. by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by LANDINGS EAST, INC. shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

2. All members of the Board of Directors who LANDINGS EAST, INC. shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the Members of the Association immediately following the designation and selection of the members of the Board of Directors whom LANDINGS EAST, INC. shall be entitled to designate and select.

3. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by LANDINGS EAST, INC., such vacancy shall be filled by LANDINGS EAST, INC., designating and selecting, by written instrument delivered to any officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

4. At the first Annual meeting of the members held after the property identified herein has been submitted to the plan of condominium ownership and the Declaration of Condominium has been recorded in the Public Records of Palm Beach County, Florida, the term of office of the three (3) Directors receiving the highest plurality of votes shall be established at two (2) years; the term of office of the other two (2) Directors shall be established at one (1) year. Thereafter, as many Directors of the Association shall be elected at the Annual Meeting as there are regular terms of office of Directors expiring at such time and the term of office of the Directors so elected at the annual meeting of the members each year shall be for two (2) years expiring at the second annual meeting following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law. If, at the time of the first annual meeting, LANDINGS EAST, INC. is the owner of ten (10) or more private dwellings, then LANDINGS EAST, INC. shall have the right to designate and select two (2) Directors whose term of office shall be established at two (2) years and one (1) Director whose term of office shall be established at one (1) year; and should LANDINGS EAST, INC. at said time be the owner of at least one (1), but not more than nine (9) private dwellings, then the said LANDINGS EAST, INC. shall have the right to designate and select one (1) of the Directors whose term of office shall be established at two (2) years.

5. In the election of Directors, there shall be appurtenant to each private dwelling as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any private dwelling may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

6. In the event that LANDINGS EAST, INC., in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the said LANDINGS EAST, INC., shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and the designation of his successor shall be effective immediately upon delivery of such written instrument by LANDINGS EAST, INC. to any officer of the Association.

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

D. Regular meetings of the Board of Directors may be held at such times and places 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 telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Directors may be called by the President of the Association, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days' notice of a

meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

F. 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.

G. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium. If any Directors meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

H. The presiding Officer of Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

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

J. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

1. To make, levy and collect assessments against members and members' private dwellings to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

2. The maintenance, repair, replacement, operation and management of LANDINGS EAST CONDOMINIUM wherever the same is required to be done and accomplished by the Association for the benefit of its members.
3. The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;
4. To make and amend regulations governing the use of the property, real and personal, in LANDINGS EAST CONDOMINIUM, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;
5. To approve or disapprove proposed purchasers and lessees of private dwellings in the manner specified in the Declaration of Condominium;
6. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including private dwellings in LANDINGS EAST CONDOMINIUM, as may be necessary or convenient in the operation and management of LANDINGS EAST CONDOMINIUM and in accomplishing the purpose set forth in the Declaration of Condominium;
7. To contract for the management of LANDINGS EAST CONDOMINIUM and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;
8. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing the use of the property in LANDINGS EAST CONDOMINIUM.
9. To pay all taxes and assessments which are liens against any part of LANDINGS EAST CONDOMINIUM other than private dwellings and the appurtenances thereto, and to assess the same against the members and their respective private dwellings subject to such liens.
10. To carry insurance for the protection of the members and the Association against casualty and liability;
11. To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate private dwellings; and
12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

K. The first Board of Directors of the Association shall be comprised of the five (5) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first annual meeting of the members of the Association called after the property identified herein has been submitted to the plan of condominium ownership and the Declaration of Condominium has been recorded in the Public Records of Palm Beach County, Florida. Should any member of the said first Board of Directors be unable to serve for any reason, a majority of the remain-

ing members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

L. The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership and said Declaration of Condominium has been recorded in the Public Records of Palm Beach County, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents.

V. 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 Secretary and a Treasurer, 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 also be the Secretary or Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

D. The Secretary shall keep the minutes of all proceedings of the Board of Directors and members. He shall attend to the giving and serving of

all notices to the members and directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same 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 President. The assistant secretary, if any, shall perform the duties of secretary when the secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; 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 officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

VI. FISCAL MANAGEMENT

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

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Private Dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon account and the balance due upon assessments.

B. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following:

1. Common Expense Budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of common elements, landscaping, streets and walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement);
2. Proposed assessments against each member. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto and nothing herein contained shall be

construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or in the event of emergencies.

C. The depository of the Association shall be such bank or banks and/or federal savings and loan associations as shall be designated from time to time by the Directors and in which the moneys of the association shall be deposited. Withdrawal of moneys from such accounts shall be by such persons as are authorized by the Directors.

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

E. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or being responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

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

VIII. AMENDMENTS TO BY-LAWS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

A. 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. A resolution adopting a proposed amendment must receive approval of seventy-five percent (75%) of the votes of the entire membership of the Board of Directors and seventy-five percent (75%) of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

C. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.

D. An amendment when adopted shall become effective only after being recorded in the Public Records of Palm Beach County, Florida, as an Amendment to the Declaration of Condominium.

E. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

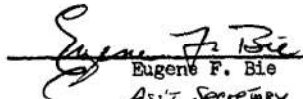
IX. RIGHT OF FIRST REFUSAL

It is understood by each Private Dwelling Owner that by reason of the financing of LANDINGS EAST CONDOMINIUM by the Community Federal Savings and Loan Association of Riviera Beach, Riviera Beach, Florida, that in the event a Private Dwelling Owner desires to mortgage or in any way finance his Private Dwelling, said Private Dwelling Owner agrees to and does grant a right of first refusal to the Community Federal Savings and Loan Association of Riviera Beach to permit such financing. The rights herein conferred upon the Community Federal Savings and Loan Association of Riviera Beach, as mortgagee, shall cease at such time as it appears from the Public Records that the Community Federal Savings and Loan Association of Riviera Beach has no further interest in the property through mortgages held by it.

The foregoing was adopted as the By-Laws of LANDINGS EAST 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 30th day of November, 1967.


Jay H. White
President

Attest:


Eugene F. Bie
Asst. Secretary

NOT A VERIFIED COPY

EXHIBIT "D"

Schedule of Percentages (%) of Undivided Interest in Common Elements and Divisions of Surplus Appurtenant to Dwelling Apartments in Landings East Condominium Apartments.

<u>Dwelling Apartment No.</u>	<u>% of Undivided Interest in Common Elements and Division of Surplus</u>
105	1.92
205	1.92
305	1.92
405	1.92
109	3.20
209	3.20
309	3.20
409	3.20
101	2.84
102	2.84
103	2.84
104	2.84
106	2.84
107	2.84
108	2.84
201	2.84
202	2.84
203	2.84
204	2.84
206	2.84
207	2.84
208	2.84
301	2.84
302	2.84
303	2.84
304	2.84
306	2.84
307	2.84
308	2.84
401	2.84
402	2.84
403	2.84
404	2.84
406	2.84
407	2.84
408	2.84

Recorded In Official Record Book
Of Palm Beach County, Florida
John B. Dunkle
Clerk of Circuit Court

AMENDMENT OF SCHEDULE C OF THE DECLARATION - BY-LAWS

OF

LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.,

a condominium according to the Declaration of Condominium recorded in Official Record Book 1635 at page 716 of the Public Records of Palm Beach County, Florida.

AMENDMENT NO. 1: PARAGRAPH D OF SECTION VI OF THE BY-LAWS

An emergency meeting was held on January 4, 1979, following notice thereof dated January 3, 1979, to consider changing the By-Laws of the Association by eliminating the requirement for an annual audit of the accounts of the Association by a certified public accountant.

Following the meeting, the Board of Directors recommended to the unit owners on January 4, 1979 that the By-Laws be amended to provide only for an audit of the books by an audit committee and that the audit be submitted not later than January 30th of the year following the year for which the audit is made. Four (4) members of the Board of Directors (over 75% of the total number) and twenty seven (27) of the unit owners (75% of the total number) voted to so amend. Accordingly, Exhibit C of the Declaration, Paragraph D of Section VI of the By-Laws, is amended to read:

"D. An audit of the accounts of the Association shall be made annually by an audit committee chosen by the Board of Directors and a copy of the report shall be furnished to each member not later than January 30th of the year following the year for which the report is made."

DATED this 16 day of January 1979.

By: Janet E. Lee
President

Attest: Anna Louise Wade
Secretary

Record Verified
Palm Beach County, Fla.
John C. Dunlap
Clerk Circuit Court

STATE OF FLORIDA }
COUNTY OF Palm Beach }

BEFORE ME, the undersigned, personally appeared Janet E. Lee and Anna Louise Wade, well known to me to be the President and Secretary, respectively, of Landings East Condominium Association, Inc., a Florida corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Amendment to the By-Laws of the corporation and that the execution of such document is the act and deed of said corporation and that the same was executed for the purpose of recording the Amendment in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16 day of January 1979.

Kathleen Cherk
Notary Public

Notary Public, State of Florida at Large
My Commission Expires June 13, 1981

This Document prepared by Janet E. Lee, 52 Yacht Club Dr., Palm Beach, Florida 33408

79 009162

1979 JUN 16 PM 2:19

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PALM BEACH REC 2992 PAGE 1221

AMENDMENT OF SEC. II, G, OF THE DECLARATION

OF

LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.

A Condominium according to the Declaration of Condominium recorded in Official Book 1635 of page 716 of the Public Records of Palm Beach County, Florida.

AMENDMENT NO. 1.

On July 30, 1979, the Board of Directors of Landings East Condominium Association, Inc., voted 4-0 (1 absent) to amend the Declaration of the Condominium to provide that the cost for installing Cable TV and the monthly charges therefor shall be included in the Common Expenses of the Association.

On July 31, 1979, the owners of the Association were given written notice of the proposed amendment, including the cost thereof, with a ballot upon which to vote "For" or "No" on the proposal. As of September 1, 1979, it was found that 30 owners voted "For", 2 owners voted "No", and 4 owners did not vote.

More than 75% of the owners and more than 75% of the Board of Directors having voted to so amend, Sec. II, G, "Common Expenses" of the Declaration is amended by including the following at the end thereof:

"The cost for the installation of Cable TV and the monthly charges therefor are included in the expenses for which the owners are liable to the Association."



DATED this 12th day of September 1979.

By Joseph J. Klingler
President
Attest: Anna Louise Wade
Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned, personally appeared Joseph J. Klingler and Anna Louise Wade, well known to me to be the President and Secretary, respectively, of Landings East Condominium Association, Inc., a Florida corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Amendment to the Declaration of the corporation; that the execution of such document is the act and deed of said corporation; and that the same was executed for the purpose of recording the Amendment in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of September 1979.

Miami
Notary Public, State of Florida, My Commission Expires Dec. 12, 1981

This document prepared by Joseph J. Klingler, 52 Yacht Club Drive, Apt. 108, North Palm Beach, Florida, 33408.



Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

79 161617
1979 SEP 13 PM 3:11

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B3135 P0450

AMENDMENT TO THE BY-LAWS OF

LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.

A condominium according to the Laws of Florida and according to the Declaration of Condominium as recorded in Official Record Book 1635, page 716 of the Public Records of Palm Beach County, Florida.

At a General Meeting of the membership of the Landings East Condominium Association, Inc. at the Village Hall, North Palm Beach, Florida on February 15, 1985; it was moved, seconded and unanimously approved that: Processing fees be charged relative to the meetings and procedures involving sales and rentals of Landings East apartments, to wit: Fifty dollars(\$50.00) to be paid by a buyer relative to a sale of an apartment; Thirty-five dollars(\$35.00) relative to a rental of an apartment.

Approved: Thomas J. Bermingham
Thomas J. Bermingham
President

Attested: Jewel S. Doering
Jewel S. Doering
Secretary

County of Palm Beach

State of Florida

5.60

Thomas J. Bermingham and Jewel S. Doering, President and Secretary, respectfully, of Landings East Condominium Association, have appeared before me; are personally known to me; and both, individually, acknowledge that they are the persons who signed the foregoing instrument, this 3 Day of April, 1987

Michael J. Lamm
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES JAN. 19, 1990.



This instrument prepared by: ✓ Thomas J. Bermingham
724 Park Ave.
Lake Park, Florida 33403

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

87 098226

1987 APR -6 AM 9:18

85231 P1158

FEB-23-1989 04:28pm 89-051536

ORB 5976 Pg 673

AMENDMENT TO SECTION VI, PARAGRAPH D

OF THE DECLARATION OF CONDOMINIUM, LANDINGS EAST, INC.

A Condominium according to the Declaration of Condominium recorded in Official Book 1635 of page 716 of the Public Records of Palm Beach County, Florida.

On 6 February 1989, the Board of Directors of Landings East Condominium Association, Inc., voted 5-0 to amend the Declaration of the Condominium so that ownership and use by adults be limited to provide housing primarily for residents who are fifty-five (55) years of age or older.

The proposed amendment had been approved at the Annual meeting of the Association members on 1 February, 1989. The owners received copies of the proposed amendment, with a ballot on which was space for "approve" or "disapprove". As of 20 February 1989, there were 28 votes by unit owners in favor of the amendment and 2(two) who marked "disapprove". Of the total of 36 unit owners, more than 75% approved the proposed amendment, as well as all five members of the Board voting approval to amend Section VI, Paragraph D of the Declaration: thusly,

"At least one person fifty-five(55) years of age or more must be a permanent occupant of each dwelling unit, while any person permanently occupies said dwelling unit. Persons under the age of (55) fifty-five and fifteen(15) years of age or more may permanently occupy and reside in a dwelling unit, as long as at least one of the permanent occupants is fifty-five (55) years of age or older.

Notwithstanding, the provisions elsewhere, stated in this Declaration, The Articles of Incorporation and Bylaws of the Association, the Board shall conduct the business of the condominium in such manner as to assure compliance with the requirements of the Fair Housing Amendments Act of 1988".

Dated this 21st day of February 1989.

By Harold F. Powell
President
Attest: Louise T. Coats
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned, personally appeared HAROLD F. POWELL and LOUISE T. COATS, who are known to be the President and Secretary respectively, of Landings East Condominium Association, Inc., a Florida Corporation, and they acknowledged before me that they did, as such Officers, execute the foregoing Amendment to the Declaration of the Corporation; and the execution of such document is the act and deed of said corporation; and that the same was executed for the purpose of recording the Amendment in the Public Records of Palm Beach County, Florida

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 19, 1989
BONDED THRU GENERAL INS. UND.

William W. Hance
1-407-848-9641

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of February, 1989.

✓ This document prepared by Harold F. Powell, 52 Yacht Club Drive, Apt 204, North Palm Beach, Florida 33408.

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

May-19-1999 04:01pm 99-205287
ORB 11119 Pg 586

This instrument prepared by and return to:
Scott A. Stoloff, Esquire
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
Will Call Box #110
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF RECORDING ARTICLES OF INCORPORATION
FOR LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the Articles of Incorporation attached as Exhibit "A" to this Certificate were duly adopted by the Landings East Condominium Association, Inc. The Association's Declaration of Condominium for Landings East Condominium Association, Inc. is recorded in Official Records Book 1635, at Page 716 of the Public Records of Palm Beach County, Florida.

DATED this 18 day of May, 1999.

Witness:

Veronica L King

Scott Stoloff
Scott Stoloff, Esquire

Janelle Carignan

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Scott A. Stoloff, attorney for Landings East Condominium Association, Inc., who is personally known to me or who has produced _____ identification and who did take an oath, to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as attorney for the Association.

WITNESS my hand and official seal this 18th day of May, A.D. 1999.

NOTARY PUBLIC

(SEAL)



sign Heidi Hammel

print Heidi Hammel

State of Florida at Large

My Commission Expires:

T:\USERS\SCOTTJ\LANDCERT.WPD

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on May 7, 1999, as shown by the records of this office.

The document number of this corporation is N99000002928.

ACCEPTED COPY

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twelfth day of May, 1999



CR2EQ22 (1-99)

Katherine Harris
 Katherine Harris
 Secretary of State

ORB 11119 Pg 588

1999 MAY -7 AM 11: 15

**ARTICLES OF INCORPORATION
OF
LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.**
(A corporation not for profit)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a Corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I NAME

The name of the Corporation shall be LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., a condominium association.

ARTICLE II PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 52 Yacht Club Drive, North Palm Beach, Florida 33408, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE III PURPOSES AND POWERS

The purposes of the Corporation shall be to administer the operation and management of LANDINGS EAST CONDOMINIUM, an apartment housing project established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 11, MARINA ADDITION to the VILLAGE OF NORTH PALM BEACH, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 27, Page 98.

and to undertake the performance of the acts and duties incident to the administration of the operation and management of the said LANDINGS EAST CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which is recorded at Official Records Book 1635, Page 716, in the Public Records of Palm Beach County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said LANDINGS EAST CONDOMINIUM. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporations Not For Profit under the law pursuant to which this Corporation is chartered, including but not limited to Chapter 718, Florida Statutes, as amended from time to time.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of Private Dwellings and Common Elements in LANDINGS EAST CONDOMINIUM as said terms may be defined in said Declaration of Condominium.

(b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Private Dwellings in LANDINGS EAST CONDOMINIUM, which may be necessary or convenient in the operation and management of LANDINGS EAST CONDOMINIUM and in accomplishing the purposes set forth in said Declaration of Condominium.

(c) To maintain, repair, replace, operate and manage LANDINGS EAST CONDOMINIUM and the property comprising same, including the right to construct improvements after casualty and to make further improvement of the Condominium property.

(d) To contract for the management of LANDINGS EAST CONDOMINIUM and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Membership of the Corporation.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereinafter adopted, and the rules and regulations governing the use of said LANDINGS EAST CONDOMINIUM as same may be hereafter established.

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

ARTICLE IV MEMBERSHIP AND VOTING INTEREST

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

1. The owners of all Private Dwellings in LANDINGS EAST CONDOMINIUM shall

be members of LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., and no other person shall be entitled to Membership.

2. Membership shall be established by the acquisition of fee title to a Private Dwelling in LANDINGS EAST CONDOMINIUM or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the Membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Private Dwelling, except that nothing herein contained shall be construed as terminating the Membership of any party who may own two or more Private Dwellings, or who may own a fee ownership interest in two or more Private Dwellings, so long as such party shall retain title to or a fee ownership interest in any Private Dwelling.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purpose authorized herein, in the Declaration of Condominium and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in LANDINGS EAST CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each Private Dwelling in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwellings, in the manner provided by said By-Laws.

ARTICLE V DURATION

The Corporation shall have perpetual existence.

ARTICLE VI DIRECTORS AND OFFICERS

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice-President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of LANDINGS EAST CONDOMINIUM, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

The number of members of the first Board of Directors of the Corporation shall be five (5). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be

elected by the members of the Corporation at the Annual Meeting of the Membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation.

The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the Membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VII INDEMNIFICATION

Each and every Director and Officer of the association and members of any committee appointed by the Board or Board President shall be indemnified by the association against all costs, expenses and liabilities, including attorney and paralegal fees, at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or Officer of the association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or Officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the association, and in the event a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provision of this Article shall not apply. The foregoing right of indemnification provided in this Article shall be in addition to any and all right of indemnification to which a Director or Officer of the association may be entitled under statute or common law.

ARTICLE VIII BY-LAWS

The original By-Laws of the Corporation shall be adopted by a majority vote of the Board of Directors, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.

ARTICLE IX AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the same manner as the By-Laws.



PREPARED BY AND RETURN TO:
WILL CALL BOX #45
HILLEY & WYANT-CORTEZ, P.A.
860 US Highway One, Suite 108
North Palm Beach, FL 33408
(561) 627-0009

FILE NUM 20050271848 OR BOOK/PAGE 18528/0299
Sharon R. Beck, CLERK & COMPTROLLER
Pgs 0299 - 307 (40 pgs)

**RESOLUTION OF LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.
AMENDING ITS DECLARATION OF CONDOMINIUM AND BYLAWS**

WHEREAS, the LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., a Condominium, is a Florida corporation not-for-profit as filed with the Secretary of State on May 7, 1999, whose Document Number is N99000002928, and

WHEREAS, the Landings East Condominium Association, Inc., is a condominium as set forth in that certain Declaration of Condominium as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 1635, Page 716, each owner being subject to the said Declaration, Articles of Incorporation of Landings East Condominium Association, Inc., a Condominium and By-Laws of Landings East Condominium Association, Inc., and

WHEREAS, the aforescribed Declaration of Condominium and By-Laws permit them to be amended from time to time by the membership, and

WHEREAS, in compliance with the requirements of the above Declaration of Condominium and By-Laws, the membership has amended same as hereinafter set forth,

IT IS HEREBY RESOLVED, that the attached amendments were adopted as required by the Declaration of Condominium and By-Laws of Landings East Condominium Association, Inc., ACCORDINGLY,

THE ATTACHED AMENDMENTS were passed by affirmative vote of at least 75% of the Board of Directors and at least 75% of the membership (unit owners) in compliance with the Declarations of Condominium and By-Laws of Landings East Condominium Association, Inc.

IN WITNESS WHEREOF, LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, a Florida not-for-profit corporation, has caused this Resolution Amending the Declaration of Condominium and By-Laws of the Landings East Condominium Association, Inc., as attached hereto, to be executed this 20 day of April, 2005.

Signed, sealed and delivered
In the presence of:

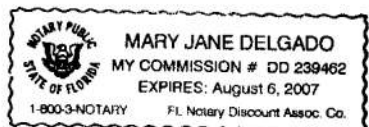
LANDINGS EAST CONDOMINIUM
ASSOCIATION, INC., A CONDOMINIUM,

Witness [Signature]
Witness [Signature]

By: [Signature]
Carolyn Liss, President

ATTEST:
[Signature]
Elaine Morrison, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:
The foregoing instrument was acknowledged before me this 20th day of April, 2005 by Carolyn Liss and Elaine Morrison, the President and Secretary, respectively of LANDINGS EAST CONDOMINIUM ASSOCIATION, INC. A CONDOMINIUM, a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced _____ as identification and who have not taken an oath.



[Signature]
Notary Public Mary Jane Delgado
My Commission Expires: Aug 6, 2007

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.**

I. Article IV (Maintenance and Repair of Private Dwellings), Subsections A and B:

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

1. All portions of the Private Dwellings which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the building, structural slabs, roofs, interior boundary walls of Private Dwellings and load-bearing columns;

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Private Dwellings but excluding therefrom, appliances, air conditioners/heating units and plumbing fixtures.

3. All incidental damage caused to a Private Dwelling by such work as may be done or caused to be done by the Association in accordance herewith.

B. The responsibility of the Private Dwelling Owner shall be as follows:

1. To maintain, repair and replace at his their expense, all portions of the Private Dwelling, including but not limited to air conditioners/heating units, except the portions of each to be maintained, repaired and replaced by the Association;

2. To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;

3. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Private Dwelling, unless the written consent of the Association is obtained;

4. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

5. Not to make any alterations in the portions of the Private Dwelling or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining written consent of the Board of Directors of the Association, nor shall any Private Dwelling Owner impair any easement without first obtaining the written consents of the Association and of the Private Dwelling Owner or Owners for whose benefit such easement exists.

[Subsection "C" remains unchanged and therefore is not reprinted herein.]

II. Adding Subsection J to Article VI:

J. Units may only be rented one time per calendar year.

III. Article XI (Assessments), Subsection K (Collection), Paragraphs 1 and 2:

1. Interest: Application of payments. Assessments and installments ~~thereof~~ paid on or before ~~ten (10)~~ thirty (30) days after the date when due shall not bear interest but all sums not paid on or before ~~sixty (60)~~ thirty (30) days after the date when due shall bear interest at the highest rate allowed by law of six percent (6%) per annum from the date when due until paid. In addition to interest, an administrative late fee at the highest rate allowed by law may be charged for each assessment installment that a payment is late. All payments upon account shall be applied first to interest, then to any administrative late fee, then to any costs, if any, then to reasonable attorney's fees incurred in collection, and then to the most past due assessment payment first due. All interest collected shall be credited to the Common Expense Account.

2. Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the highest rate allowed by law of eight percent (8%) per annum, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same to reasonable attorney's fees.

IV. DELETE IN ITS ENTIRETY Article XIII. (Right of First Refusal to Association to Lease or Purchase Private Dwelling) :

~~With the exception of transfers of ownership of any Private Dwelling by one spouse to another should the owner of any Private Dwelling be desirous of leasing or selling such Private Dwelling, Association is hereby given and granted the right of first refusal to lease or purchase such Private Dwelling, as the case may be, on the terms and conditions herein stated, and no owner of a Private Dwelling shall lease or sell the same to any party without first giving Association notice in writing of such lease or sale as herein provided, thereby giving Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the owner of such Private Dwelling may have received for the lease or purchase of his said Private Dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined~~

herein as a offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price if the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the offices of said Association, or by personal delivery made to the President or Secretary of said Association, or his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If the Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said Private Dwelling, such notice to be in writing and posted by registered or certified mail to said owner within thirty (30) days from receipt by Association or owner's notice to said Association as hereinabove required, or said notice in writing may be personally delivered to said owner within said thirty (30) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of a Private Dwelling has notified Association as above provided of his desire to lease or sell his Private Dwelling, such shall be free to consummate such lease or sale of his Private Dwelling unless, within thirty (30) days after the owner has delivered his required notice to Association, Association has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such Private Dwelling. However, in said event, the owner of said Private Dwelling shall not lease or sell said Private Dwelling to any other party other than the party designated to the Board of Directors of Association in the aforescribed and required notice, nor for lower rental or purchase price, nor on any more favorable terms and conditions than those originally captured in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such Private Dwelling in the manner above provided.

If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease or purchase any Private Dwelling to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of the Association may elect to cause said Private Dwelling to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Private Dwelling in the same manner as would Association upon its exercise of said right of first refusal granted to Association is to be exercised in the name of a party approved by Association, and

the party approved by the Board of Directors of said Association.

~~In the event that the owner of a Private Dwelling shall lease or sell such Private Dwelling without giving written notice to Association as herein provided, to the end that said Board of Directors of Association is not afforded the opportunity to determine whether or not it will elect to lease or purchase said Private Dwelling prior to the consummation of such lease or purchase and on the terms and provisions thereof, then the said Association shall have the right to redeem said Private Dwelling from such lease or sale transaction by reimbursing the lessee for the amount of any rent paid in advance, and by executing a lease in favor of the owner of such Private Dwelling identical with that being redeemed, or by refunding unto the purchaser of such Private Dwelling the purchase price paid therefor, in which the latter event, the purchaser of such Private Dwelling shall convey the same to Association or to a party designated and approved by the Association. The right of redemption granted shall exist for a period of six (6) months from the date in which such lease or sale may be consummated without prior notice to the Board of Directors of Association as required herein, but such Private Dwelling may not be redeemed by the Association from said lease or sale transaction after the expiration of said six (6) month period. In the event that such sale or lease of Private Dwelling has been accomplished without the prior notice to the Board of Directors of the Association as required herein, and without affording said Board of Directors of the Association the opportunity to determine whether or not it will exercise its first right to lease or purchase such Private Dwelling on the terms and conditions offered, then the lessee or purchaser in such transaction shall notify the Board of Directors of the Association of his lease or purchase of such Private Dwelling, such notice to be in writing and to state the name and address and business, occupation or employment, if any, of such lessee or purchaser, and the terms and conditions of said lease or purchase, such notice to be in writing and to be delivered to the Association in the same manner as such notice is required to be given prior to consummation of such lease or sale transaction. Thereafter, the Board of Directors of the Association shall have thirty (30) days from receipt of such notice within which to exercise the right of redemption granted to Association and to accomplish the redemption of said lease or purchase within said thirty (30) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to Association to terminate and expire as to said lease or purchase transaction. — Notwithstanding the foregoing, no Private Dwelling shall be leased unless the terms and provisions of such lease shall provide that such Private Dwelling may not be sublet without the prior written approval of the Association being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of the Private Dwellings and Common Elements contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by the Association governing the use of such Private Dwellings and Common Elements, and should any lessee not comply with such~~

~~covenants, then Association shall be given the right to cancel and terminate such lease, all without any obligation to owner, and ... regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.~~

~~The right of first refusal granted to the Association shall not apply or be operative to any foreclosure or other judicial sale of a Private Dwelling, although the title of the purchaser at any foreclosure or judicial sale shall thereafter be subject to the right of first refusal granted to Association pertaining to the lease or sale of such Private Dwelling.~~

V. DELETE IN ITS ENTIRETY Article XVII (Notices and Annual Reports):

~~So long as Community Federal Savings and Loan Association of Riviera Beach is the owner or holder of a mortgage encumbering a Private Dwelling in LANDINGS EAST CONDOMINIUM, the Association shall furnish said Community Federal Savings and Loan Association of Riviera Beach with at least one (1) copy of the Annual Financial Statement and Report of the Association audited and prepared by Certified Public Accountants satisfactory to Community Federal Savings and Loan Association of Riviera Beach and setting forth such details as the said Community Federal Savings and Loan Association of Riviera Beach may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each fiscal year.~~

~~So long as Community Federal Savings and Loan Association of Riviera Beach is the owner and holder of a mortgage encumbering a Private Dwelling in LANDINGS EAST CONDOMINIUM, and has filed notice of such fact with Association, Association shall thereafter give Community Federal Savings and Loan Association of Riviera Beach written notice of the call of any meeting of the membership to be held for the purpose of considering any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation of Association, or the By-Laws of Association, and shall further give Community Federal Savings and Loan Association of Riviera Beach notice of default by any member owning any Private Dwelling encumbered by mortgage held by Community Federal Savings and Loan Association of Riviera Beach, all such notices hereunder to be sent to the principal office off Riviera Beach, Florida, in the same manner and simultaneously with the giving of required notices to any owner or owners.~~

VI. XX (Judicial Sales), Subsection D (Right of First Refusal)

~~D. Right of First Refusal: It is understood by each Private Dwelling Owner that by reason of the financing of LANDINGS EAST CONDOMINIUM by the Community Federal Savings and Loan Association of Riviera Beach, Riviera Beach, Florida, that in the event a Private Dwelling Owner desires to mortgage or in any way finance his Private Dwelling, said Private Dwelling Owner agrees to and does grant a right of first refusal to the Community Federal Savings and Loan Association of Riviera Beach to permit such financing. The rights herein conferred upon the Community Federal Savings and Loan Association of Riviera Beach, as mortgagee, shall cease at such time as it appears from the public records that the Community Federal Savings and Loan Association of Riviera Beach has no further interest in the property through mortgages held by it.~~

*Text which is stricken through ~~stricken through~~ is deleted, text which is underlined is new text, and text which is neither stricken through nor underlined is as it appears in the original document.

**AMENDMENTS TO THE BY-LAWS
OF LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.**

I. Article I (Identity), Subsection C:

C. The office of the Association shall be at ~~203 Lakeview Building, North Palm Beach, Florida~~ any location the Board determines from time to time.

II. Article III (Annual and Special Meetings of Membership), Subsection A:

The annual Members' Meeting shall be held ~~at the office of the Association at 8:00 P.M., Eastern Standard Time, on the first Monday in February of~~ at a time and location determined by the Board of Directors each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; ~~provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.~~

III. Article IV (Board of Directors):

A. ~~The first Board of Directors of the Association and succeeding Board of Directors shall consist of five (5) persons. At least a majority of~~ The Board of Directors shall be members of the Association, ~~or shall be authorized representatives, officers of employees of a corporate member of the Association. So long as LANDINGS EAST, INC., a Florida corporation, is the owner of ten (10) or more of the private dwellings in LANDINGS EAST CONDOMINIUM, said LANDINGS EAST, INC. shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association; and so long as the said LANDINGS EAST, INC. is the owner of at least one (1) but not more than nine (9) private dwellings, the said LANDINGS EAST, INC. shall have the right to designate and select one (1) of the persons who shall serve as a member of each Board of Directors of the Association.~~

IV. Article VI (Fiscal Management), Subsection D:

D. ~~An audit of the accounts of the Association shall be made annually by an audit committee chosen by the Board of Directors and a copy of the report shall be furnished to each member not later than January 30th of the year following the year for which the report is made. The Association shall provide annual financial reporting as required pursuant to Section 718.111 (13), Florida Statutes.~~

V. Article IX (Right of First Refusal)

~~It is understood by each Private Dwelling Owner that by reason of the financing of LANDINGS EAST CONDOMINIUM by the Community Federal Savings and Loan Association of Riviera Beach, Riviera Beach, Florida, that in the event a Private Dwelling Owner agrees to and does grant a right of first refusal to the Community Federal Savings and Loan Association of Riviera Beach to permit such financing. The rights herein conferred upon the Community Federal Savings and Loan Association of Riviera Beach, as mortgagee, shall cease at such time as it appears from the Public Records that the Community Federal Savings and Loan Association of Riviera Beach has no further interest in the property, through mortgages held by it.~~

~~The foregoing was adopted as the By-Laws of LANDINGS EAST 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 _____, 19_____.~~

*Text which is stricken through ~~stricken through~~ is deleted, text which is underlined is new text, and text which is neither stricken through nor underlined is as it appears in the original document.



PREPARED BY AND RETURN TO:
WILL CALL BOX #45
HILLEY & WYANT-CORTEZ, P.A.
860 US Highway One, Suite 108
North Palm Beach, FL 33408
(561) 627-0009

FILE NUM 20050271848 OR BOOK/PAGE 18528/0299
Sharon R. Beck, CLERK & COMPTROLLER
Pgs 0299 - 307 (40 pgs)

**RESOLUTION OF LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.
AMENDING ITS DECLARATION OF CONDOMINIUM AND BYLAWS**

WHEREAS, the LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., a Condominium, is a Florida corporation not-for-profit as filed with the Secretary of State on May 7, 1999, whose Document Number is N99000002928, and

WHEREAS, the Landings East Condominium Association, Inc., is a condominium as set forth in that certain Declaration of Condominium as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 1635, Page 716, each owner being subject to the said Declaration, Articles of Incorporation of Landings East Condominium Association, Inc., a Condominium and By-Laws of Landings East Condominium Association, Inc., and

WHEREAS, the aforescribed Declaration of Condominium and By-Laws permit them to be amended from time to time by the membership, and

WHEREAS, in compliance with the requirements of the above Declaration of Condominium and By-Laws, the membership has amended same as hereinafter set forth,

IT IS HEREBY RESOLVED, that the attached amendments were adopted as required by the Declaration of Condominium and By-Laws of Landings East Condominium Association, Inc., ACCORDINGLY,

THE ATTACHED AMENDMENTS were passed by affirmative vote of at least 75% of the Board of Directors and at least 75% of the membership (unit owners) in compliance with the Declarations of Condominium and By-Laws of Landings East Condominium Association, Inc.

IN WITNESS WHEREOF, LANDINGS EAST CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, a Florida not-for-profit corporation, has caused this Resolution Amending the Declaration of Condominium and By-Laws of the Landings East Condominium Association, Inc., as attached hereto, to be executed this 20 day of April, 2005.

Signed, sealed and delivered
In the presence of:

LANDINGS EAST CONDOMINIUM
ASSOCIATION, INC., A CONDOMINIUM,

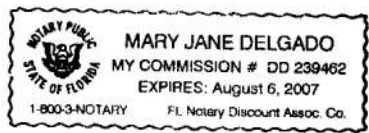
Witness [Signature]
Witness [Signature]

By: [Signature]
Carolyn Liss, President

ATTEST:
[Signature]
Elaine Morrison, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 20th day of April, 2005 by Carolyn Liss and Elaine Morrison, the President and Secretary, respectively of LANDINGS EAST CONDOMINIUM ASSOCIATION, INC. A CONDOMINIUM, a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced _____ as identification and who have not taken an oath.



[Signature]
Notary Public Mary Jane Delgado
My Commission Expires: Aug 6, 2007

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.**

I. Article IV (Maintenance and Repair of Private Dwellings), Subsections A and B:

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

1. All portions of the Private Dwellings which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the building, structural slabs, roofs, interior boundary walls of Private Dwellings and load-bearing columns;

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Private Dwellings but excluding therefrom, appliances, air conditioners/heating units and plumbing fixtures.

3. All incidental damage caused to a Private Dwelling by such work as may be done or caused to be done by the Association in accordance herewith.

B. The responsibility of the Private Dwelling Owner shall be as follows:

1. To maintain, repair and replace at his their expense, all portions of the Private Dwelling, including but not limited to air conditioners/heating units, except the portions of each to be maintained, repaired and replaced by the Association;

2. To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;

3. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Private Dwelling, unless the written consent of the Association is obtained;

4. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

5. Not to make any alterations in the portions of the Private Dwelling or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining written consent of the Board of Directors of the Association, nor shall any Private Dwelling Owner impair any easement without first obtaining the written consents of the Association and of the Private Dwelling Owner or Owners for whose benefit such easement exists.

[Subsection "C" remains unchanged and therefore is not reprinted herein.]

II. Adding Subsection J to Article VI:

J. Units may only be rented one time per calendar year.

III. Article XI (Assessments), Subsection K (Collection), Paragraphs 1 and 2:

1. Interest: Application of payments. Assessments and installments ~~thereof~~ paid on or before ~~ten (10)~~ thirty (30) days after the date when due shall not bear interest but all sums not paid on or before ~~sixty (60)~~ thirty (30) days after the date when due shall bear interest at the highest rate allowed by law of six percent (6%) per annum from the date when due until paid. In addition to interest, an administrative late fee at the highest rate allowed by law may be charged for each assessment installment that a payment is late. All payments upon account shall be applied first to interest, then to any administrative late fee, then to any costs, if any, then to reasonable attorney's fees incurred in collection, and then to the most past due assessment payment first due. All interest collected shall be credited to the Common Expense Account.

2. Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the highest rate allowed by law of eight percent (8%) per annum, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same to reasonable attorney's fees.

IV. DELETE IN ITS ENTIRETY Article XIII. (Right of First Refusal to Association to Lease or Purchase Private Dwelling) :

~~With the exception of transfers of ownership of any Private Dwelling by one spouse to another should the owner of any Private Dwelling be desirous of leasing or selling such Private Dwelling, Association is hereby given and granted the right of first refusal to lease or purchase such Private Dwelling, as the case may be, on the terms and conditions herein stated, and no owner of a Private Dwelling shall lease or sell the same to any party without first giving Association notice in writing of such lease or sale as herein provided, thereby giving Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the owner of such Private Dwelling may have received for the lease or purchase of his said Private Dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined~~

herein as a offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price if the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the offices of said Association, or by personal delivery made to the President or Secretary of said Association, or his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If the Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said Private Dwelling, such notice to be in writing and posted by registered or certified mail to said owner within thirty (30) days from receipt by Association or owner's notice to said Association as hereinabove required, or said notice in writing may be personally delivered to said owner within said thirty (30) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of a Private Dwelling has notified Association as above provided of his desire to lease or sell his Private Dwelling, such shall be free to consummate such lease or sale of his Private Dwelling unless, within thirty (30) days after the owner has delivered his required notice to Association, Association has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such Private Dwelling. However, in said event, the owner of said Private Dwelling shall not lease or sell said Private Dwelling to any other party other than the party designated to the Board of Directors of Association in the aforescribed and required notice, nor for lower rental or purchase price, nor on any more favorable terms and conditions than those originally captured in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such Private Dwelling in the manner above provided.

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the party approved by the Board of Directors of said Association.

~~In the event that the owner of a Private Dwelling shall lease or sell such Private Dwelling without giving written notice to Association as herein provided, to the end that said Board of Directors of Association is not afforded the opportunity to determine whether or not it will elect to lease or purchase said Private Dwelling prior to the consummation of such lease or purchase and on the terms and provisions thereof, then the said Association shall have the right to redeem said Private Dwelling from such lease or sale transaction by reimbursing the lessee for the amount of any rent paid in advance, and by executing a lease in favor of the owner of such Private Dwelling identical with that being redeemed, or by refunding unto the purchaser of such Private Dwelling the purchase price paid therefor, in which the latter event, the purchaser of such Private Dwelling shall convey the same to Association or to a party designated and approved by the Association. The right of redemption granted shall exist for a period of six (6) months from the date in which such lease or sale may be consummated without prior notice to the Board of Directors of Association as required herein, but such Private Dwelling may not be redeemed by the Association from said lease or sale transaction after the expiration of said six (6) month period. In the event that such sale or lease of Private Dwelling has been accomplished without the prior notice to the Board of Directors of the Association as required herein, and without affording said Board of Directors of the Association the opportunity to determine whether or not it will exercise its first right to lease or purchase such Private Dwelling on the terms and conditions offered, then the lessee or purchaser in such transaction shall notify the Board of Directors of the Association of his lease or purchase of such Private Dwelling, such notice to be in writing and to state the name and address and business, occupation or employment, if any, of such lessee or purchaser, and the terms and conditions of said lease or purchase, such notice to be in writing and to be delivered to the Association in the same manner as such notice is required to be given prior to consummation of such lease or sale transaction. Thereafter, the Board of Directors of the Association shall have thirty (30) days from receipt of such notice within which to exercise the right of redemption granted to Association and to accomplish the redemption of said lease or purchase within said thirty (30) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to Association to terminate and expire as to said lease or purchase transaction. — Notwithstanding the foregoing, no Private Dwelling shall be leased unless the terms and provisions of such lease shall provide that such Private Dwelling may not be sublet without the prior written approval of the Association being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of the Private Dwellings and Common Elements contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by the Association governing the use of such Private Dwellings and Common Elements, and should any lessee not comply with such~~

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OF LANDINGS EAST CONDOMINIUM ASSOCIATION, INC.**

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D. ~~An audit of the accounts of the Association shall be made annually by an audit committee chosen by the Board of Directors and a copy of the report shall be furnished to each member not later than January 30th of the year following the year for which the report is made. The Association shall provide annual financial reporting as required pursuant to Section 718.111 (13), Florida Statutes.~~

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~~The foregoing was adopted as the By-Laws of LANDINGS EAST 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 _____, 19_____.~~

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