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**DECLARATION OF CONDOMINIUM OF CONGRESS**  
**COMMERCE CENTER CONDOMINIUM**

PREPARED BY:  
DOAK S. CAMPBELL, III  
70 SE 4<sup>th</sup> Avenue  
Delray Beach, Fl 33483  
Telephone: 561/ 278-1890

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**DECLARATION OF CONDOMINIUM  
OF  
CONGRESS COMMERCE CENTER CONDOMINIUM**

PKD, LLC a Florida limited liability company, as the fee simple owner of the "Land," as hereinafter defined joined by Complete Construction Services, Inc., a Florida Corporation, together d/b/a Congress Commerce Center, a joint venture, hereby make this Declaration of Condominium of Congress Commerce Center Condominium.

**ARTICLE 1  
SUBMISSION STATEMENT**

PKD, LLC hereby submits the "Condominium Property," phase I as hereinafter defined, to condominium ownership and use as a non-residential condominium in the manner, provided herein and in the Florida Condominium Act as it exists on the date hereof and as it may, be hereafter renumbered (the "Condominium Act").

**ARTICLE 2  
NAME**

The name by which the Condominium Property is to be identified is:

**CONGRESS COMMERCE CENTER CONDOMINIUM**

**ARTICLE 3  
LAND**

The legal description of the Land is set forth and particularly described in Exhibit "1" to this Declaration.

**ARTICLE 4  
DEFINITIONS**

The terms contained in this Declaration which are contained in the Condominium Act shall have the meaning of such terms set forth in such Act, and the following term shall have the, following meanings:

- (a) "Annual Assessment" means the annual assessment assessed upon the Owners in order for the Association to pay expenses contemplated by the Budget.
- (b) "Articles" means the Articles of Incorporation of the Association.
- (c) "Association" means Congress Commerce Center Condominium Association, Inc., a Florida corporation not for profit.
- (d) "Board" means the Board of Directors of the Association.
- (e) "Budget" means the respective annual budget prepared and adopted by the Board for Common Expenses, anticipated for the respective forthcoming year.
- (f) "Building" means a building located on the Land containing "Units," as hereinafter defined.
- (g) "Bylaws" means the Bylaws Of the Association.
- (h) "Common Elements" means the portions of the Condominium Property not included in the Units, and all property, installations and easements described in Section 718.108 of the Condominium Act.
- (i) "Common Expenses" means all expenses and assessments properly incurred by the Association.
- (j) "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium over the Common Expenses.
- (k) "Condominium Documents" means this Declaration, the Articles, the Bylaws, the Rules, and any document or instrument referred to or contemplated by the foregoing documents.
- (l) "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.
- (m) "Condominium Property" means the Land, as hereinafter defined, all improvements thereon, all personal property subjected to condominium ownership hereunder, and all easements and rights appurtenant thereto. The property consists of Phase I and Phase II.
- (n) "Declaration" means this Declaration of Condominium of Congress Commerce Center Condominium.
- (o) "Developer" means PKD, LLC and CCSI, Inc. together as Congress Commerce Center Joint Venture and the successors to and assigns of the rights thereof under this Declaration;

provided, however, an Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to or assignee of the rights of Developer under this Declaration unless such Owner is specifically so designated as such successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

(p) "Institutional Mortgagee" means any commercial bank; savings bank; savings and loan association; life insurance company, federal agency, corporation or association; mortgage lending corporation, association, or trust; real estate investment trust; any affiliate or subsidiary of the foregoing; any other lender generally recognized as an institutional type lender; or Developer; and any successors or assigns of any of the foregoing, if and as long as the respective entity or person holds a mortgage on a Unit.

(q) "Land" means the fee simple estate in the land particularly described in Exhibit 1 to this Declaration.

(r) "Limited Common Elements" means those Common Elements, if any, which are reserved for the use of a certain Unit or Units to the exclusion of the other Units.

(s) "Congress Commerce Center Condominium" or the "Condominium" is the name by which the Condominium Property, as hereinafter defined, may be identified herein.

(t) "Owner" means the owner of a Unit, including Developer, as hereinafter defined, so long as Developer owns one or more Units.

(u) "Rules" means any rules and regulations duly promulgated by the Association by its powers under any of the "Condominium Documents," as hereinafter

(v) "Special Assessment" means any assessment other than an Annual Assessment by the Board upon an Owner.

(w) "Survey" means that certain survey, graphic description, and plot plan of the Land and all improvements thereon, attached as Exhibit 2 to this Declaration. The Survey describes the boundaries of the Land and the relative location of the improvements thereon and identifies the Common Elements, each Unit and their relative locations and approximate dimensions.

(x) "Unit" means a "Unit," as defined in the Condominium Act, which is part of the Condominium Property, and all Units are particularly described in Section 5.1 and Exhibit 2 of this Declaration.

## ARTICLE 5 DESCRIPTION OF IMPROVEMENTS

5.1 Buildings and Units. The improvements in the Condominium will include 7 Buildings. The Buildings contain, in addition to the Common Elements therein and aggregate of 84 Units, all of



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which are more particularly hereinafter described. A Unit is identified by the designated building number followed by a number for that Unit. No Unit bears the same designation as any other Unit in the Condominium. The Units consist of improvements and air space only. No part of the Land is included in any Unit. No Unit may be subdivided, and no action for partition of a Unit shall lie. The identification of each Unit and the boundaries and relative location of each Unit are described in Exhibit 2. As provided herein, Buildings may not be completed at the same time and Units may be conveyed in a completed Building prior to the completion of other Buildings.

5.2 Phase Condominium. This Condominium shall be developed in two phases, Phase I and Phase II. Phase I is being submitted to Condominium form of ownership with this Declaration and Phase II will be submitted by amendment to this Declaration within 1 year from the date of this Declaration.

5.2.1 Exhibit 3 shows the Common Elements ownership share and Unit expenses upon the filing of Phase I and the impact when Phase II is filed.

5.2.2 The Developer may make a non-material change to the legal description of Phase II which shall not affect the impact shown on Exhibit 3.

5.2.3 Should Phase II not be added, the Developer shall notify Owners of existing Units of such decision. Notice shall be by first class mail addressed to each Owner at the address of his Unit or his last known address.

5.2.4 Phase II shall be added to the Condominium by the Developer filing an amendment to the Declaration adding the additional property and adjusting the Common Element ownership. No Owner need join in the amendment nor any mortgagee of a Unit Owner.

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

(a) Upper Boundaries. The upper boundaries of a Unit shall be a horizontal plane a certain number of feet above the lower boundary of the Unit extended to the vertical boundaries of the Unit, which number of feet shall be set forth for each Unit in the Survey.

(b) Lower Boundaries. The lower boundary of a Unit shall be the horizontal plane of the upper surface of the finished concrete floor slab serving the Unit extended to the vertical boundaries of the Unit.

(c) Vertical Boundaries. The vertical boundaries of a Unit shall be determined as follows:

(i) Where a Unit vertical boundary at any place, as indicated in the Survey, is solely air space, the vertical boundary, of the Unit at such place shall be the vertical plane lying on said boundary indicated on the Survey, extended horizontally to intersect with other vertical boundaries of the Unit, and extended vertically to the upper and lower boundaries of the Unit.

(ii) Where a Unit vertical boundary at any place, as indicated on the Survey, is bounded by a Common Element wall then the vertical boundary of the Unit at such place shall be the vertical plane of the unfinished interior surface of such wall, extended horizontally to intersect with other vertical boundaries of the Unit, and extended vertically to the upper and lower boundaries of the Unit.

(iii) Where there is an aperture in any vertical boundary including but not limited to windows or doors the vertical boundary shall be extended at such places, so that the vertical boundary at such places shall be coincident with the unfinished surface surrounding the aperture, and the Unit shall include any glass, windows, glass sliding doors, entrance or exit doors, or any frames and casings thereto, within said aperture.

(iv) A Unit shall not be deemed to include the undecorated or unfinished surfaces of the Common Element perimeter walls, and floors surrounding the Unit, nor shall a Unit be deemed to include support columns located within the Unit or pipes, wires conduits or other utility lines running through the Unit which serve any Common Elements of another Unit. A Unit shall be deemed to include interior walls and partitions which are contained within the Unit and also the inner decorated or finished surfaces of the Common Element perimeter walls and floors of the Unit, including the drywall finish, paint or wallpaper thereof.

#### 5.4 Divider Walls.

(a) A wall separating the Unit of one Owner from the Unit of an adjoining Owner shall be referred to as a "divider wall". The location of the vertical plane of the centerline of the divider wall shown on Exhibit "2" shall be the common boundary between the adjoining Units. A divider wall shall not be removed or eliminated, except as provided herein.

In the event a Unit Owner acquires an adjacent Unit, a divider wall is not necessary to completely separate the adjoining Units. The removal of any divider walls or the construction of doorways or passageways shall be at the sole cost and expense of the Owner performing same and such removal or construction shall not diminish, in any way, the structural integrity or soundness of the Building nor interrupt or interfere with any of the utility services to the Building, including plumbing, electrical, storm water and any of the utility shafts servicing the Units. All removals require Board approval.

(b) When title to adjoining Units (which do not then share a divider wall) shall vest in two individuals or entities who thereupon become adjoining Unit Owners, then the Owners of such adjoining Units, acting together, must consent, sharing the costs and expenses therefore equally, a divider wall to completely or partially separate said adjoining Units. A divider wall may not be constructed or erected, however, without the prior written approval of the Board, which shall grant its approval upon receipt of a building permit, if any is required for the construction or erection of the divider wall. The vertical plane of the centerline of the divider wall should be, to the maximum extent possible coincident with the vertical plane lying on the survey line which originally served and shall continue to serve as the common boundary between the adjoining Units.

Any such construction approved by the Board shall be effected at the expense of the Owner(s) performing same pursuant to a building permit issued by the City of Delray Beach and in accordance with the plans and specifications for construction as approved by the City of Delray Beach. In no event may a divider wall be constructed if the structural soundness of the Building may in any way be affected thereby.

(c) That part of the divider wall, whether constructed by the Developer or adjoining Unit Owners, located within the boundary of the Unit shall be part of the Unit. Adjoining Units which share a divider wall shall have a cross-easement of support in the portion of the divider wall not located within the boundary of the Unit. Maintenance and repair of the divider wall shall be accomplished by the appropriate Owners.

Each Owner shall be responsible for any damage caused to a divider wall by its negligent or intentional acts or the negligent or intentional acts of its employees or agents, and the cost of said repair shall be specifically assessed to that Owner, and said sum, together with interest thereon and all costs of collection, shall be immediately due and payable and shall be secured in the same manner as the Association's lien for payment of Common Expenses, as hereinafter described.

5.5 Air Conditioning. Each Owner may purchase and install, as part of the finishing work for a Unit as provided in Section 13.1, and in such event shall maintain, repair and replace as and when necessary the air conditioning Unit system and components thereof, including compressor exchanger, conduits, fans and ducts, serving the Units owned by the Owner. Notwithstanding the foregoing, upon installation of any air conditioning Unit and system, the same, including all components thereof, shall be deemed building fixtures and may not thereafter be removed by an Owner (except in the ordinary course of the maintenance or repair thereof) unless replaced in a manner satisfactory to the Board of Directors of the Association.

#### ARTICLE 6 SHARE IN COMMON ELEMENTS

Each Unit shall have appurtenant thereto an undivided share in the Common Elements subject to the terms and conditions of the Condominium Act and the Condominium Documents, which is set forth in a percentage in Exhibit 3 annexed to this Declaration.

#### ARTICLE 7 SHARE IN COMMON EXPENSES AND COMMON SURPLUS

Each Unit shall share Common Expenses and own the Common Surplus in the same manner and proportion as the Unit shares in the Common Elements under Article 6 hereof immediately preceding.

## ARTICLE 8 EASEMENTS

8.1 Easement to Public Ways. Developer hereby reserves and grants to and for the benefit of the Association and agents thereof and to Owners, guests, invitees, licensees, clients, patients and customers an irrevocable perpetual nonexclusive easement running with the Land for ingress and egress over and cross streets, walks, drives, parking areas, and other rights-of-way which are part of the Common Elements serving Units, to provide necessary and reasonable access to the public ways or to roads and streets.

8.2 Use of Common Elements. Developer hereby reserves and grants to Owners, guests, invitees, licensees, clients, patients and customers an irrevocable perpetual nonexclusive easement running with the Land and right to use the Common Elements subject to the terms and conditions of the Condominium Act, this Declaration and any and all Rules promulgated by the Board of Directors of the Association.

8.3 Encroachments. Developer hereby reserves for the benefit of each and every Unit Owner an easement running with the Land upon and over all of the Condominium Property for encroachments which now or hereafter exist caused by settlement or movement of any improvement, or in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

8.4 Utilities. The Common Elements shall be and hereby are reserved and declared to be subject to an irrevocable perpetual nonexclusive easement running with the Land for the benefit of Units and Owners for the construction, installation, relocation, maintenance and repair of utilities and facilities providing services to any part of the Condominium Property including the Land, the Buildings, any part of the Common Elements, or any Unit Owners, including, without limitation, the providing of electricity, light, telephone, air conditioning, radio or television transmission, cable or satellite television service, water, sewer drainage, irrigation, power, security, waste removal, or any other utility or service, and Developer hereby reserves unto and for the benefit of itself and of the Association the right acting singly, to further grant any such easements over, across, under or through the Common Elements from time to time as Developer or the Association deems to be necessary or appropriate in the best interests of the Condominium, which reservation Developer or the Association may assign or convey in whole or in part to any county or state government or agency thereof, or any duly licensed or franchised public utility.

8.5 Association. Developer hereby reserves and grants to the Association, its directors, officers, employee, agents and contractors an irrevocable and perpetual nonexclusive easement running with the Land to enter upon and use the Common Elements in any manner consistent with the rights and obligations of the Association to administer and operate the Condominium and to manage, maintain and repair the Condominium Property.

8.6 Floor Slabs, all Spaces and Ceiling Space. Developer hereby reserves unto and for the benefit of itself, and the Association and their respective directors, officers, employees, agents and

contractors an irrevocable and perpetual non-exclusive easement running with the Land and right of use on, over, in and through all floor slabs, wall spaces and ceiling spaces for the construction, installation, relocation, maintenance and repair of utilities and facilities providing services to Units wall spaces and ceiling spaces. Developer or the Association may assign or convey in whole or in part the easement rights hereunder to any Owner, or any directors, officers, employees or agents of or contractors with an Owner.

8.7 Finishing of Units. Developer hereby reserves unto and for the benefit of itself, the Association, the Owners, and their respective directors, officers, employees, agents and contractors, an irrevocable and perpetual easement running with the Land and right of use, over, in and through each and every Unit for access to any and all Common Elements near, adjacent to, or contiguous to a Unit in order to complete construction, equipping, finishing and decorating the interior of any other Unit. Any person exercising this easement right will make reasonable effort to exercise such easement right in and through a Unit which is owned by a party other than the person exercising the right in a manner so as not to disturb unreasonably the occupancy and use of the Unit by such party; provided, however, Developer will have the sole and absolute discretion to determine the reasonableness of the use of such easement rights in order not to delay or hinder the completion of construction, equipping, finishing, furnishing or decorating of the interior of any Unit, and, subject to such discretion of Developer, the Board of Directors of the Association may establish rules or regulations applicable to all Owners or on an individual ad hoc basis limiting the times and the manner in which the easement rights hereunder may be exercised. Any person exercising the easement rights hereunder shall be liable for any damage caused by such person to a Unit that is not owned by such person.

8.8 Construction and Marketing by Developer. Developer hereby reserves unto and for the benefit of itself, its directors, officers, employees and agents for as long as Developer owns a Unit, an irrevocable easement and right of use of, over and across the Common Elements in order to develop the Condominium Property and carry on a sales and marketing program of Units, including the right to carry on and complete construction of improvements thereon, place signs, store construction equipment, park vehicles, and show the Common Elements and Units to any prospective purchaser of a Unit.

## ARTICLE 9 USE AND OCCUPANCY COVENANTS AND RESTRICTIONS

9.1 All Units and any respective portion thereof shall be occupied and used (whether by ownership, lease, sublease, license or otherwise) according to the zoning requirements of the City of Delray Beach, Florida.

9.2. Remedies for Violation. In the event that the Owner of a Unit is at any time in violation of the provisions of this Section, then, in addition to any remedies available to Developer as provided herein, the Developer shall have the right, unless such violation is corrected within fortyfive (45) days after written notice to such Owner, to purchase the Unit upon written notice to the Owner, for the Fair Market Value of the Unit which will be determined by two (2) MAI appraisers, one of

whom shall be selected by the Owner and one of whom shall be selected by the Developer. If the two MAI appraisers agree upon the Fair Market Value of the Unit or if such appraisals vary by less than ten percent (10%), then the average of such appraisals shall be utilized. If the two appraisers cannot agree on a Fair Market Value of the Unit within a ten percent (10%) variance, then the two appraisers shall select a third MAI appraiser and the average of the three (3) MAI appraisals shall determine the Fair Market Value of the Unit. All costs for such appraisers shall be shared equally by the Owner and by the Developer. The purchase price shall be paid by wire transfer or by cashier's check at the time of Closing, which shall be within thirty (30) days after the determination of the Fair Market Value. Title to the Unit shall be conveyed by special warranty deed from the Owner and title to the Unit shall be good and marketable and insurable. All mortgages, liens and assessments shall be paid by the Owner as of the date of Closing and shall be paid from the purchase price of the Unit. Real estate taxes, condominium assessments and all other similar charges shall be prorated as of the date of Closing. The Owner of the Unit shall pay for the documentary stamp taxes on the deed, the cost of the title insurance, title search and title examination and the Developer shall pay for the cost of recording the deed. Developer shall have the right to assign its interest to purchase such Unit to a third party for the purposes of taking title to the Unit.

9.3 Antennas and Aerials. Except upon approval by the Board, no antenna, satellite dishes, or aerial shall be placed by an Owner upon the Common Elements or affixed to the exteriors of a Unit, and no antenna or aerial placed or affixed within a Unit shall extend or protrude beyond the exterior of a Unit or the planes of such exteriors.

9.4 Awnings and Shutters. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board. Hurricane shutters approved by the Board may only be installed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed by the respective Owner thereof within forty-eight (48) hours thereafter, and if not so removed by an Owner such shutters may be removed by the Board at the expense of such Owner.

9.5 Signs. No sign, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Developer and the Board and, if required, by the City of Delray Beach.

9.6 Exterior Changes. No Owner shall paint, refurbish, alter, decorate or change any outside or exterior surface of the Condominium Property, including any walls, doors, or windows serving his Unit without first obtaining specific written approval thereof by the Board, which approval may be withheld by the Board, in its opinion, the effect of any of the foregoing will be detrimental to the aesthetic appearance of the Condominium Property. Any approval will require at least 60% of Board members in favor.

9.7 Nuisance. No Owner shall cause or permit to come from his Unit any unreasonable noises or odors or commit or permit to be carried on any nuisance or any immoral or illegal activities on the Condominium Property.

9.8 Litter. No Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except in closed containers or placed for pick-up in receptacles in accordance with Rules and Regulations promulgated by the Board.

9.9 Utility Addition. No additional utility fixture or improvement including without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

9.10 Increase in Insurance Rates. No Owner shall take any action, without the prior written approval of the Board, which will result in an increase in the rate of any insurance policy or policies covering any part of the Condominium Property.

9.11 Additional Rules and Regulations. The Board may promulgate such other rules and regulations as it determines to be in the best interests of the Owners, and such additional rules and regulations shall, as long as they remain in force, be deemed additional covenants and restrictions as to the ownership, use, and occupation of the Condominium Property.

9.12 Effect on Developer Association. The restrictions and limitations set forth in this Article 9 shall not apply to the Developer (or any entity owned by or affiliated with Developer) or to Units owned by the Developer (or any entity owned by or affiliated with Developer). The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 9 for good cause shown.

## ARTICLE 10 ASSOCIATION

10.1 General. The corporate entity responsible for the operation of the Condominium is the Association. The document creating the Association is the Articles of Incorporation of the Association, a copy of which is attached as Exhibit 4 to this Declaration, A copy of the Bylaws of the Association is attached as Exhibit 5 to this Declaration. The Association shall operate the Condominium in accordance with this Declaration, the Articles, the Bylaws and any Rules and Regulations duly adopted by the Board of the Association. The first rules and regulations are attached as Exhibit 6.

10.2 The Board. All of the powers and duties of the Association shall be exercised by the Board or any duly authorized committee, representative or agent of the Board unless otherwise specifically delegated to the members of the Association under law or any of the Condominium Documents. Developer reserves the right to designate a majority of the members and successor members of the

Board until the "Turnover Date," as defined in the Articles. Upon and after the Turnover Date, the Board shall be elected by the members of the Association in accordance with the terms and provisions of the Articles of Incorporation.

10.3 Powers and Duties. The Association shall have all of the powers and duties of the Association provided under law, in this Declaration, in the Articles, and under the Condominium "Act."

## ARTICLE 11 MEMBERSHIP AND VOTING RIGHTS OF OWNERS

11.1 Membership. Each and every Owner, including Developer as to Units owned by Developer, shall be a Member of the Association having all of the rights and obligations of Members under the Declaration, Articles and Bylaws.

11.2 Voting Rights. The Owner or the Owners collectively of a Unit shall be entitled to cast votes, with each Unit having voting rights in the same percentage as the percentages of interest set forth on Exhibit 3 to this Declaration. The vote of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by properly designated and authorized officers, partners or principals of the respective legal entity, and filed with the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.

## ARTICLE 12 INITIAL FINISHING OF UNIT INTERIORS

12.1 Right to Finish Interiors. The plan of development of the Condominium Property contemplates that Developer may sell certain Units with the interiors unfinished, and that each Owner of such a Unit may finish the interior of his Unit, including the extension of all utility services from Common Elements to the interior of his respective Unit, including the installation of the HVAC System for such Owner's Unit. Easements reserved unto the Developer under this Declaration contemplate that Developer, under contract with the respective Owner, shall construct such interior improvements or, alternatively, Developer shall assign such easement rights to the extent necessary to permit Owner to construct such interior improvements. In connection with the foregoing, Developer and the Board shall have the right to approve all plans and specifications for construction, completion and finishing of the interiors of a Unit and to reasonably approve all contractors and subcontractors engaging in such construction and finishing. Without limiting the foregoing, all plans and specifications must comply with all applicable laws, ordinances, and building codes and include such other additions or improvements necessary or appropriate for the particular purpose for which the Unit is to be occupied (such as, but not limited to, additional support or leaded walls for certain types of medical practices) and all contractors and subcontractors must be duly licensed in the City of Delray Beach.



12.2 Obligation to Finish Interiors. It shall be the obligation of each Owner to complete construction and finishing of the interior of his respective Unit on or before ninety (90) days after the closing of the purchase by the Owner from Developer of his Unit. In the event any Owner fails to so complete the finishing of the interior of such Unit within said period of time, and such completion is necessary in order for a certificate of occupancy to be issued by the appropriate governmental authorities for any part of the Building other than such Unit, then the Association shall have the right to complete the construction and finishing of the interior of a Unit to the extent necessary to obtain such certificate of occupancy, and all costs and expenses incurred by the Association in so completing the construction and finishing of the interior of a Unit shall be deemed to be a Common Expense of the Association subject to being specially assessed upon the respective Owner.

### ARTICLE 13 MAINTENANCE, REPAIRS AND ALTERATIONS

#### 13.1 Owners.

13.1.1 Units. Each Owner shall be solely responsible for the maintenance, repair and replacement of all portions of his Unit, including all fixtures located within or deemed part of the Unit; all air conditioning equipment, exhaust fans and hot water heaters exclusively serving his Unit; all interior surfaces surrounding his Unit, such as the interior surfaces of walls, ceilings, and floors, and, although not part of the Unit, each Owner shall also maintain of any glass, windows, glass sliding doors and entrance and exit doors contiguous to and serving the Unit. Each Owner shall timely and properly perform all such maintenance and repairs which if not so performed would affect a Unit belonging to another Owner of the Common Elements, and each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacements.

13.1.2 Exteriors of Units. No Owner shall paint, refurbish, stain, alter, decorate, or change any outside or exterior portion or surface of the Condominium Property, including any walls, doors, windows, screens, or awnings, or repair or replace any such item in any manner except in the manner which existed prior to the need for such repair or replacement; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door, awning, shutter or other similar item without first obtaining specific written approval thereof by the Board, which approval may be withheld by the Board in its sole and absolute discretion, and which approval the Board shall not grant if in its opinion the affect of any of the foregoing will be unsightly and detrimental to the aesthetic appearance of the Condominium Property. The prohibition set forth in this Section shall not apply to Developer to the extent this Section conflicts with rights granted to Developer in this Declaration. Any approval under this section will require 60% of Board members voting.

13.1.3 Utilities. Each Owner shall maintain, repair and replace as necessary at his sole expense all ducts, conduits, piping, wiring, appliances, fixtures and other facilities located within his Unit which furnish utility services to any part of his Unit or located without his Unit which furnish utility services solely to a part of his Unit; provided, however, that all such maintenance, repairs

and replacements shall be done by contractors licensed in the City of Delray Beach and approved by the Association.

13.1.4 Access by Association. Each Owner acknowledges and recognizes that any officer or agent of the Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom or at any time as may be necessary for emergency repair thereof to prevent damage to another Unit or to the Common Elements.

13.1.5 Common Elements. No Owner shall make any alteration in, of, on or to the Common Elements, remove any portion thereof, or make any additions thereto. No Owner shall do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the opinion of the Board, may detrimentally affect the aesthetic appearance or architectural design of the Condominium Property. Any alteration or addition to the Common Elements by an Owner shall be deemed to affect detrimentally the aesthetic appearance and architectural design of the Condominium Property unless the Board consents specifically thereto in writing. The prohibitions contained in this Section shall not apply to Developer to the extent this Section conflicts with the rights granted to Developer in this Declaration.

13.1.6 Reports to the Association. Each Owner shall promptly report to the Association any defect in need of repair on the Condominium Property of which the Owner has knowledge and for which the Association is responsible to maintain and repair.

13.1.7 Liability for Damage. Each Owner shall be liable to the Association for any damage caused by such Owner or any family member, guest, licensee, invitee, customer, patient, director, officer, employee, or contractor of such Owner to the Common Elements or any part thereof (normal wear, tear and use excepted), and each Owner shall be liable for all costs and expenses incurred by the Association in repairing or replacing Common Elements so damaged by such Owner or by any such person mentioned above for whose actions the Owner is responsible.

## 13.2 The Association.

13.2.1 Common Elements. The Association shall maintain, repair and replace as necessary all of the Common Elements; all exterior wall surfaces of the Condominium Property; and all ducts, conduits, piping, wiring, appliances, fixtures and other facilities not located within a Unit and which furnish utility services to more than one Unit.

13.2.2 Additions and Alterations. Whenever in the judgment of the Board, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$100,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Owners of Units represented at a meeting by which a quorum is attained. Any such additions,

alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$100,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

## ARTICLE 14 INSURANCE

### 14.1 Insurance Coverage.

14.1.1 Owners. Each Owner shall have the right to purchase liability insurance for accidents occurring in his Unit, liability insurance for the Owner for acts or omissions of the Association, casualty insurance for fixtures and personal property located in his Unit, and business interruption insurance.

14.1.2 Association. The Association shall use its best efforts to obtain and maintain policies of insurance for the purpose of providing the following insurance coverage and without limiting the foregoing, such other coverage as the Board determines to be necessary or appropriate, and premiums for all insurance policies and other expenses in connection with such insurance shall be paid by the Association and be charged to Owners as part of the Common "Expenses":

(a) A "master" or "blanket" policy of property insurance in an amount equal to the then full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from such coverage) of the Common Elements with coverage or an endorsement covering partitions, walls, fixtures, installations and additions, as initially installed or replacements thereof, comprising that part of insured Buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual Units, an inflation guard endorsement, and such other endorsements as are deemed necessary or appropriate by the Board, including, without limitation, coverage to afford protection against the following:

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, vandalism, malicious mischief, windstorm, and water damage; and
- (ii) Such other risks as shall customarily be covered with respect to property similar to such improvements in construction, location and use.

(b) A comprehensive policy of public liability insurance covering all of the Common Elements, with limits not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence, coverage for protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as shall customarily be covered with respect to areas similar in construction, location and use.

(c) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which shall name the Association as an obligee and which shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

14.2 Insurance Policies. The policies of insurance obtained pursuant to Section 14.1 immediately preceding shall be subject to the following provisions:

(a) Subject to the provisions of Section 15.3 hereof, the Board shall determine in its sole discretion the insurers, the policy limits, and the coverage and substantive provisions of such policies. All property hazard insurance policies obtained by the Association will name the "Insurance Trustee," as hereinafter defined, as the party insured under such policy or policies for the benefit of the Owners and the Mortgagees of the Units, as their respective interests may appear, and the original or a true copy of each of such policies shall be held in the office of the Association;

(b) To the extent practicable and obtainable at reasonable cost, all of such policies shall provide that they shall not be brought into contribution with insurance purchased by Owners or their mortgagee; that coverage shall not be prejudiced by any act or neglect of Owners or of the Association or by failure of Owners or the Association to comply with any warranty or condition of which they have no notice or with regard to any portion of the Condominium Property over which they do not have control; and that coverage may not be cancelled (including cancellation for nonpayment of premium) or substantially modified without at least thirty (30) days prior written notice to any and all insured's named thereunder.

14.3 Mortgagees. In the event of any damage to the Condominium Property, except as provided herein, no mortgagee of a Unit shall have any right to participate in the determination of whether the damaged property shall be rebuilt, and no mortgagee shall have the right to require that any insurance proceeds held by the Insurance Trustee be applied to the repayment of the loan made by such mortgagee.

14.4 Insurance Trustee. The Board shall designate an insurance trustee (the "Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration, which Insurance Trustee shall be a federal or state commercial bank savings and loan association, or trust company which is authorized to do business in the State of Florida and has an office in Miami Dade, Broward, or Palm Beach County, Florida, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank, association or company. All policies of casualty insurance purchased by the Association shall be deposited with the Insurance Trustee upon the written acknowledgment by the Insurance Trustee that such policies and any proceeds thereof shall be held in accordance with the terms hereof. Such policies shall provide that all insurance proceeds payable on account of loss or damage to insured property shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from such insurance

proceeds a reasonable fee for its services as Insurance Trustee, the amount of which shall be determined upon the designation of the Insurance Trustee. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on any policies of insurance, the renewal of any such policies, the sufficiency of the coverage of any such policies, or any failure to collect any insurance proceeds under any such policies. The Board is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association in which Owners have or may have an interest.

## ARTICLE 15 DESTRUCTION OF IMPROVEMENTS

15.1 General. The Insurance Trustee shall receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and shall hold such proceeds in trust for the Association, Owners, and mortgagees of Units under the terms set forth in this Article 15.

15.2 Damage solely to Unit. In the event the Insurance Trustee receives insurance proceeds for damage solely to a Unit without any loss to any of the Common Elements, the Insurance Trustee shall immediately apportion and pay all proceeds received as a result of such damages directly to the Owners and, if any, mortgagees of the Units making up such Units so damaged as their interests may appear, in accordance with the relative proportion of damage sustained by each of the Units.

15.3 Obligation of Owners. It shall be the duty and obligation of Owners of damaged Units, whether or not such Owners receive adequate insurance proceeds, to repair or restore their Units, solely at their expense their Units to the standard and condition required to be maintained under this Declaration. Owners are subject to a Special Assessment, if necessary, in order to provide funds for repair or restoration of a Unit upon the failure of an Owner to make a required repair or restoration.

15.4 Determination by Board. The Board shall determine whether a Unit or Common Elements or both have suffered damage insured against under any policies held by the Insurance Trustee, the relative damage suffered by Common Elements and Units, and the relative damage sustained among Units.

15.5 Damage to Common Elements or Common Elements and Units.

15.5.1 Allocation of Proceeds. In the event that the Insurance Trustee or Association receives insurance proceeds for damage to Common Elements and Units, then such proceeds shall first be applied to repair and restore damaged Common Elements and the remaining proceeds, if any, shall then be apportioned and paid in accordance with the provisions of Section 15.2 hereof. Any deficiency in proceeds to repair damaged Common Elements shall be treated in accordance with Section 15.5.4 hereof. In the event there is any deficiency in proceeds to repair damaged Units, then proceeds available to repair damaged Units shall be apportioned and paid directly to the Owners and, if any, mortgagees thereof, as their respective interests may appear, in accordance with the relative proportion of damage sustained by each of the Units.

15.5.2 Insurance Proceeds of \$10,000.00 or Less. In the event the Insurance Trustee receives insurance proceeds of an amount equal to or less than Ten Thousand (\$10,000.00) Dollars for damage to Common Elements or to Common Elements and Units, then the Insurance Trustee shall pay the proceeds received as a result of such loss directly to the Association, and the Association shall promptly cause the necessary repairs to be made.

15.5.3 Insurance Proceeds Greater than \$10,000.00. In the event the Insurance Trustee receives insurance proceeds for damage to Common Elements or to Common Elements and Units in excess of Ten Thousand (\$10,000.00) Dollars, then the Insurance Trustee shall hold in trust all such insurance proceeds with respect to such damages and, subject to Section 15.5.4 hereof, shall distribute such proceeds in the following manner:

(a) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstructing the damaged Common Elements so that such estimates or bids are sufficient to rebuild and reconstruct all of such damaged property.

(b) The Association shall then enter into a construction contract with a general contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Association. The Insurance Trustee shall disburse insurance proceeds and any other funds held by the Insurance Trustee to such contractors or subcontractors in accordance with the provisions for payment contained in such construction contract; provided, however, prior to any final payment of such funds, the payees of such terms shall deliver to the Insurance Trustee any paid bills, architect's or engineer's certificates, waivers of liens, or affidavits as may be required under the construction contract, by law, or reasonable requested by the Board or any Institutional Mortgagee.

15.5.4 Special Assessment. In the event that the insurance proceeds which are received by the Association under Section 15.5.2 hereof or which are held by the Insurance Trustee under Section 15.5.3 are insufficient for the repair of all of the damages to the Common Elements which gave rise to such proceeds, the Board shall hold a special meeting to determine a Special Assessment upon the Units to obtain the necessary funds to repair and to restore the damaged Common Elements. Such Assessment shall be in the proportion of the Unit's share Common Expenses. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Assessment upon the Units setting forth the date or dates of payment of the same, and any and all funds received from Owners pursuant to such Assessment shall be delivered to the Association or the Insurance Trustee, whichever is to hold the insurance proceeds with respect to such damages, and the Association and Trustee shall disburse such funds in accordance with this Declaration.

15.5.5 Excess Insurance Proceeds. In the event that after completing the repair and reconstruction of any damaged Common Elements and after making payment of the Insurance Trustee's fee, any insurance proceeds allocable to the repair of Common Elements remaining in the hands of the Association or the Insurance Trustee shall be divided and disbursed in the manner of an Insurance Proceeds Distribution. In the event any repair of the Common Elements has been paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any such repairs had been first, disbursed from insurance proceeds and then

disbursed from funds received upon Special Assessment and any remaining funds held by the Insurance Trustee or the Association up to an amount equal to funds received upon Special Assessment shall be distributed to the Owners in proportion with the relative contributions made by Owners by way of Special Assessment.

15.6 Plans and Specifications. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for such damaged property as originally constructed, previously reconstructed or in accordance with new plans and specifications approved by the Board. All plans and specifications shall be subject to approval by the City of Delray Beach and a permit for such construction shall be issued prior to the commencement of any such work.

## ARTICLE 16 EMINENT DOMAIN

16.1 Special Assessment. In the event that there is any partial taking of the Condominium Property by action in eminent domain, then the Board shall hold a special meeting to determine a Special Assessment upon the Units to obtain the necessary funds to repair and to restore the remaining Condominium Property. Such Assessment shall be in the proportion of the Unit's share of Common Expenses. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Assessment upon the respective Units remaining after the taking in eminent domain setting forth the date or dates of payment of the same.

16.2 Easement for Construction of Exteriors to Units. In the event of any partial taking of the Condominium Property by action in eminent domain and the reconstruction and repair of remaining Common Elements of the Condominium Property by the Board, such reconstruction and repair shall include, to the extent determined necessary by the Board, the construction and installation of exteriors to Units whose exteriors were taken in such eminent domain action, upon which construction and installation, such exteriors shall then be Common Elements and not part of Units under the Amendment of this Declaration required by Section 16.3 immediately following. All Units shall be and hereby are reserved and declared to be subject to an irrevocable, perpetual, nonexclusive easement running with the Land for the benefit and on behalf of the Association for the construction and installation of any such exteriors to a Unit necessary or appropriate as a result of any such taking by eminent domain.

16.3 Amendment of Declaration. In the event of any partial taking of the Condominium Property by action in eminent domain, then the total number of Units under this Declaration shall be automatically, by such taking, changed to the total number of Units remaining after such taking, and the share in Common Elements, Common Expenses and Common Surplus of each such remaining Unit under this Declaration shall automatically, by such taking, be changed so that the numerator of the fractional share of each such remaining Unit in Common Elements, Common Expenses and Common Surplus shall be one (i) and the denominator or such fractional share shall be the total number of Units remaining after such taking. The Board shall have the right to determine for any purpose under this Section 16.3 whether any partial Unit remaining after any

taking in eminent domain should be an entire Unit or part of an adjacent Unit. The change in total number of Units under this Declaration and the change in the share of Common Elements, Common Expenses and Common Surplus of the remaining Units under this Declaration after a taking in eminent domain may be evidenced by an amendment to this Declaration approved and executed solely by a majority of the members of the Board. The provisions of Article 20 as to the number, percentage or fraction of Owners or Units which must approve any amendment, modification or termination of this Declaration shall require such number, percentage or fraction only of the total number of Owners or Units remaining in the Condominium pursuant to this Section 16.3 after such taking.

## ARTICLE 17 CONVEYANCES, LEASES, MORTGAGES

17.1 General. In order to assure a community of compatible Owners and to protect the value of the Units, no Owner may convey, transfer or dispose of, his Unit, any part thereof, or any interest therein by sale, lease, or otherwise (except to the extent permitted hereunder) without compliance with the terms and provisions of this Article 17. No conveyance, transfer or lease of a Unit shall be made, at any time, except in accordance with the provisions of this Declaration, including, but not limited to, the uses set forth in this Declaration hereof and the eligible proposed Owners and Members as set forth in herein.

17.2 Right of First Refusal. No Owner or lessee of any Unit may dispose of or lease such Unit or any interest therein by sale or lease (which term "Lease" shall include the assignment of a lease or a sublease), as the case may be, except subject to the right of first refusal as hereinafter set forth in favor of the Association; provided, however, such right of first refusal shall be inapplicable to the following transfers: (i) conveyance by one joint Owner of a Unit to one or more other joint Owners of the same Unit; (ii) upon the transfer of shares in a corporation that is an Owner to one or more persons each of "whom individually satisfy the requirements of Section 10.1 and Section 10.3 hereof; (ii) upon the formation of a partnership by joint Owners, the conveyance to such partnership; (iii) upon the admission of a new partner who individually satisfies the requirements of Section 10.1 and Section 10.3 hereof; to a partnership which is an Owner; (iv) upon the dissolution of a partnership which is an Owner, conveyance of such Unit to one or more of the partners thereof as joint Owners; or (v) the purchase of one or more partners' interest by the remaining partners of a partnership which is an Owner; or (vi) a sale or lease to the Association (or their designees or assignees) and a sale or a lease by the Association (or their designees or assignees) after its acquisition pursuant to this Section.

Prior to making any disposition or lease other than those as set out above, the affected Unit Owner or lessee shall comply with the following procedure:

(a) A person intending to make a sale or lease of a Unit or any interest therein, except as hereinabove permitted, shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information



as the Association may reasonably require in connection with such transaction. Such person shall, by such notice, also furnish the Association with the terms and conditions of the proposed sale or lease. The giving of such notice shall constitute a warranty and representation by such person to the Association and any purchasers or lessees produced by the Association that such person believes the proposal to be bona fide in all respects. No proposed transaction shall be deemed bona fide that is not evidenced by a written contract of sale or lease, subject to the right of first refusal contained herein, executed by the selling or leasing Owner or lessee and the proposed purchaser or lessee containing all of the terms of the sale.

(b) Within fifteen (15) days after receipt of the notice described in (a) above, or the delivery of all requested additional information, which ever occurs later, the Association may execute a contract of sale or lease, as the case may be, in accordance with the terms of the notice described in (a) above. The Association shall have the right, in its sole discretion, to assign its right to purchase such Unit to a third party or to direct that the conveyance be made to such party.

(c) The provisions of this Section 17.2 shall not be applicable to a foreclosure sale pursuant to a mortgage by a mortgagee encumbering a Unit and securing a bona fide loan, provided the mortgagee of the affected Unit gives the Association at least thirty (30) days prior written notice of such sale, together with such other information as the Association may reasonably require in connection therewith.

(d) The Developer (and any entity owned by or affiliated with Developer) shall not be subject to this Section in the sale or lease of any Unit in such Condominium owned by such party.

17.3 Recording of Certificate of Approval. Each and every Certificate of Approval delivered by the Board under any of the foregoing provisions of this Article shall be in recordable form and may be recorded in the Public Records of Palm Beach County, Florida.

17.4 Form of Leases. In addition to, and not in lieu of, the terms and conditions this Section hereof, an Owner shall submit any proposed lease of any Units to the Board for consideration and approval. Any proposed lease of Units shall be in writing and shall provide that the lease shall be subject in all respects to approval by the Board and to all of the terms and provisions of this Declaration, that any failure by the lessee thereunder to comply with such terms and provisions shall be a default under the lease, that the Association shall have the right, power and authority on behalf of the Owner to commence legal proceedings to cause the lessee to be evicted upon any breach of the lease, and that there can be no assignment of the lessee's rights under the lease and no sublease of the lease without the prior written approval of the Board. The Board shall have the right to require that each lease contain certain uniform provisions, including provisions reflecting the foregoing terms and conditions.

## ARTICLE 18 COMMON EXPENSES

18.1 General. Common Expenses shall include all expenses of the Association contemplated by the Condominium Act, including, without limitation, expenses incurred by the Association in causing the covenants contained in this Declaration to be fulfilled in carrying out the powers and duties of the Association in operating the Condominium in preserving the Condominium Property in the manner contemplated by this Declaration; in paying expenses allocated to the Land, Owners, or the Association; in paying any taxes or assessments upon the Condominium Property, in whole or in part, and not levied by the taxing or assessing authority upon individual Units; in maintaining or sharing the maintenance, repair and replacement costs of any facilities used by the Association or Owners which are not part of the Condominium Property and in maintaining, repairing and replacing the Common Elements. There is hereby imposed upon each Owner the affirmative covenant and obligation to pay its respective share of Common Expenses, which covenant shall run with the Land.

18.2 Annual Assessments and Special Assessments. The Association shall assess each Owner for his respective share of the Common Expenses by Annual Assessments determined and payable in the manner provided in this Article of this Declaration and by Special Assessments, if any, assessed by the Association for expenses incurred or to be incurred by the Association as a result of extraordinary items of expense, costs of construction or reconstruction of any part of the Condominium Property in excess of insurance proceeds therefore, the failure of other Owners to pay an Annual or Special Assessment or such other reason or basis determined by the Board which is not inconsistent with this Declaration and which expenses were not included in the determination of an Annual Assessment.

18.3 Special Allocation of Common Expenses. In the event the Board reasonably determines in good faith that the cost of a Common Expense should not be borne by all Units in accordance with the proportions set forth in Exhibit 3 hereof, then the Board may assess such Common Expenses upon some but not all of the Units or upon Units in proportions other than set forth in said Exhibit 3. By means of illustration, and without limitation by specification, the Board may assess unequal shares of a Common Expense arising from (i) the cost of maintaining a limited common element, (ii) the cost of repair of Condominium Property damaged by an Owner and the failure of such Owner to repair such damage, (iii) an additional cost of insurance coverage arising from improvements made to a Unit by an Owner or from the nature of the business conducted by the Owner.

18.4 Annual Assessment. The Board shall adopt a consecutive twelve (12) month period as the budget year for the Association (the "Budget Year"), which Budget Year need not be the calendar year. The total anticipated Common Expenses for a Budget Year shall be set forth in a Budget adopted by the Board at least thirty (30) days preceding the commencement of the Budget Year for which the Budget is adopted. The total anticipated Common Expenses set forth in such Budget shall be the Annual Assessment for Common Expenses for all of the Units for such year (the "Aggregate Annual Assessment"). The share of an Aggregate Annual Assessment allocated to each

Unit shall be determined by multiplying the Aggregate Annual Assessment by the proportion of Common Expenses to be shared by the Unit in accordance with Exhibit 3 hereof. The resulting product plus each respective Unit's share, if any, of anticipated maintenance expenses for Limited Common Elements appurtenant to said Unit, shall be referred to herein as the "Unit Annual Assessment". The Unit Annual Assessment shall be due and payable by the Owner or, if more than one Owner, the Owners, jointly and severally, of each Unit in quarterly installments in advance commencing on the first day of each quarter. The Association may, in preparing the Budget or in sending to an Owner any notice of an assessment, state the amount of such assessment upon each Unit rather than, or in addition to, stating the amount of such assessment upon each Unit.

18.5 Interim Guaranteed Assessment. Notwithstanding the foregoing provisions commencing with the date of the recording of this Declaration and until the Developer shall decide otherwise, but no later than the "Turnover Date" as such term is defined in the Articles, each Unit shall be subject only to a quarterly assessment in the respective amount for said Unit set forth in the Budget of the Association prepared by Developer (the "Interim Guaranteed Assessment"), payable quarterly in advance commencing on the date of the closing of the purchase of such Unit. Developer covenants and guarantees that during such period the quarterly installments of the Annual Assessment for Common Expenses upon each Unit shall not exceed such amount, and that Developer will pay during such period any deficit. Notwithstanding any provisions in this Declaration to the contrary, during such period Developer will not be liable for the payment of any Common Expense or assessment except for the amount of such deficits, and no assessment of any kind will be assessed upon any Unit owned by Developer.

18.6 Initial Capital Contributions. In addition to the assessments provided for in this Article 18, each Owner (other than Developer) shall pay upon purchase from Developer of his Unit an initial contribution to the working capital of the Association of an amount equal to one calendar month of the annual Assessment.

18.7 Notice and Late Charge. The Board shall give notice to each Owner upon adoption of an Annual Budget and upon approval of any Special Assessments, which notice shall set forth as and when payment of the respective assessment thereunder or installments thereof are due and payable. There shall be no further notice to Owners as and when an installment for an Annual Assessment or for a Special Assessment becomes due and payable, and the Association shall levy a late charge in the amount of five percent (5%) upon an Owner, if, as and when such Owner fails to pay any Annual Assessment or monthly installment thereof or any Special Assessment or installment thereof as and when any such assessment or installment is due and payable, which late charge shall be in addition to and not in lieu of any other penalties, fees, charges or interest for failure to make timely payment of an assessment provided by law, this Declaration or any rule or regulation adopted by the Board of Directors of the Association. Any such late charge, penalty, fee, charge or interest imposed by the Association shall be deemed an assessment subject to the lien rights of the Association and all other rights and remedies of the Association, as hereinafter described. The amount of the late charge may be modified by the Board of Directors, from time to time.

18.8 Lien. Upon the assessment upon a Unit of an Annual Assessment or a Special Assessment for Common Expenses determined in the manner set forth in this Declaration, such Annual Assessment or Special Assessment shall be the personal obligation of the Owner or Owners thereof. The Association has and shall have under this Declaration and the Condominium Act a continuing charge and lien on each Unit for any unpaid assessments, together with interest thereon at the highest rate permitted by law, from the due date thereof until paid, and costs of collection, if any, including court costs and reasonable attorney's fees at trial and appellate levels. The lien is effective only from and after recording a claim of lien in the Public Records of Palm Beach County, Florida. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a statement of satisfaction of lien in form for recording.

18.9 Institutional Mortgagees. Notwithstanding any provision in this Declaration to the contrary, in the event an Institutional Mortgagee or other purchaser obtains title to a Unit by a purchase at a public sale resulting from the mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been property named as a defendant junior lien holder, if applicable, or as the result of a deed given in lieu of foreclosure, such acquirer of title and its successors and assigns shall not be liable for the share of any Common Expenses or assessments attributable to such Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title of such Unit as a result of such foreclosure or deed in lieu thereof unless such share is secured by a claim of lien for assessments that is recorded amongst the Public Records of Palm Beach County, Florida, prior to the recording of the mortgage, and such assessments shall be cancelled upon acquisition of such title by such mortgagee or purchaser. Any such unpaid and cancelled assessments shall be a Common Expense to be spread equally among all Owners, including the mortgagee or purchaser who acquires the Unit.

18.10 Possession of Unit. Any person who acquires an interest in a Unit, except Institutional Mortgagees acquiring title to the Unit through a foreclosure or deed in lieu of foreclosure, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other charges due and payable from the former Owner, if any, have been paid.

18.11 Remedies. In the event any Owner fails to pay any Annual Assessment or installment thereof, or any Special Assessment or installment thereof, within fifteen (15) days after the same became due and payable, then the Board shall have the right to elect on behalf of the Association to exercise any of the rights or powers of the Association provided by law, in equity or under the Condominium Act, including either, some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

(a) Acceleration. To accelerate the entire amount of any Annual Assessment or Special Assessment allocable to the Owner for the remainder of the calendar year notwithstanding provisions for the payment thereof in installments;

(b) Advance of Funds. To advance on behalf of the Owner in default, all or part of such funds which are due and payable from such Owner, and the amount or amounts of funds so advanced, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels, may thereupon be collected by the Association, and such advance by the Association shall not be deemed a waiver by the Association of any rights of the Association to collect such due and payable Assessment;

(c) Foreclosure. To file a claim of lien in the Public Records of Palm Beach County, Florida, under the Condominium Act and to foreclose the Association's lien in the manner a mortgage of real property is foreclosed; and

(d) Action at Law. Without waiving any rights and rights of foreclosure, to file an action at law to collect such unpaid assessment, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels.

## ARTICLE 19 RIGHTS OF DEVELOPER

19.1 Marketing of Units. Notwithstanding any provision in this Declaration to the contrary, Developer reserves and shall have the absolute right to enter on, carry on and transact in the Common Elements and in Units owned by Developer any activities necessary or appropriate in connection with the development and construction of the Condominium Property and the sale, leasing or marketing of Units, including, without limitation by specification, the right to carry on construction and development activities, place equipment, machinery, supplies and signs, construct or maintain models of Units, park vehicles of prospective purchasers of Units or employees and personnel of Developer and carry on a general sales and marketing program of Units.

19.2 Transfer of Units. Notwithstanding any other provisions in this Declaration to the contrary, Developer reserves and shall have the absolute and unqualified right for as long as Developer owns any Unit, now or by reacquisition, to sell, lease at any time and from time to time, mortgage, or otherwise transfer or encumber any such Unit in any way or manner determined by the Developer in its sole and absolute discretion without limitation.

19.3 Access to Units. Developer reserves the right, at any time, to enter Units and to permit its contractors and subcontractors to enter Units, even after such Units have been conveyed by the Developer, for the purpose of repair, replacement, maintenance, or construction of the Common Elements or other Units in the Building, as Developer deem reasonable or necessary to facilitate its construction, marketing and sale of any Units within the Building. In connection therewith Developer covenants that it will not unreasonably interfere with the business of any Owner and Developer shall promptly repair and restore any damage caused by such access and entry to such Unit.

19.4 Agent. Developer shall have the right, in its sole and absolute discretion, to assign or to partially assign (on a temporary or permanent basis) the rights of the Developer reserved under the terms and provisions of this Declaration to an agent or agents to perform the activities of the Developer, without limitation.

## ARTICLE 20 GENERAL PROVISIONS

20.1 Incorporation of the Condominium Document. Any and all deeds conveying a Unit shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Condominium Documents, including this Declaration, whether or not the incorporation of the terms and conditions of the Condominium Documents is specifically set forth by reference in such deeds, and acceptance by an Owner of such a deed shall be deemed acceptance by such Owner of all of the terms and conditions of the Condominium Documents.

20.2 Disputes. In the event there is any dispute as to whether the use or the Condominium Property complies with the terms and conditions contained in this Declaration such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

20.3 Enforcement. The terms and conditions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief against any person, firm or entity violating or attempting to violate any term or condition herein. The failure by any party to enforce any provision contained herein shall in no event be deemed a waiver of such provision or of the right of such party to thereafter enforce such provision. The prevailing party in any such litigation shall be entitled to court costs and reasonable attorneys fees at trial and appellate levels.

20.4 Indemnification. The Association shall indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Condominium Property and from and against all costs, expenses, counsel fees, expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action if Developer prevails in such action, for the purpose of enforcing the rights of Developer under this Declaration or of compelling the specific enforcement of the terms and conditions contained herein to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Section shall be a Common Expense. This Section shall not require the Association to indemnify and hold the Developer harmless against claims, suits, actions, causes of action and/or damages arising from

Developer's negligence or breaches of its contractual obligations or statutory or express written warranties to purchasers of Units.

20.5 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under any Condominium Documents to any Owner shall be deemed properly given or delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

20.6 Notices to Mortgagees. Upon receipt by the Association from any Mortgagee of a copy of the mortgage held by such mortgagee on a Unit and a written request that the mortgagee receive any of the following items specified by the mortgagee, then the Association shall timely deliver to such mortgagee, specifically, if and as required, a copy of any notice of a meeting of the Association or of the Board which is delivered to Owners, a copy of any financial statement of the Association which is delivered to Owners, written notice of any termination by the Association of any professional management of the Condominium Property and the assumption by the Association of the self-management thereof, thirty (30) days prior written notice of the cancellation or termination by the Association of any policy of insurance held by the Association, written notice of any damage to the Common Elements the cost of repair of which is estimated by the Association to be in excess of Fifteen Thousand (\$15,000.00) Dollars, written notice of any damage or destruction of the Common Elements or of Units which gives rise to net insurance proceeds being available for distribution to Owners, written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Condominium Property, and written notice of any material amendment to this Declaration or the abandonment or termination of this Declaration and the Condominium.

20.7 Completion of Improvements. As specifically contemplated in Section 718.104(4)(e) of the Condominium Act, the completion of all improvements on the Condominium Property may not be completed at the same time, but Units in a completed Building may nevertheless be conveyed in accordance with said section. Upon or after the completion of each Building, Developer shall record a survey and certificate of surveyor with respect thereto as provided in such section.

20.8 Disclaimer of Warranties. DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

20.9 Captions. Article and Section captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Declaration.

20.10 Gender and Number. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any noun or pronoun used herein may be deemed to mean the corresponding plural form thereof and vice versa.

20.11 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any covenant, restrictions or terms or condition of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

20.12 Amendment and Modification.

20.12.1 Corrections of Scrivener's Error. An amendment or modification to correct a scrivener's error and any other immaterial defect, omission or error in this Declaration may be made by Developer or the Board without the consent of any Owner provided; however, no such amendment or change shall be inconsistent with the intent and purposes of this Declaration nor materially impair, prejudice or adversely affect the rights, priorities or property rights of Developer, the Association, any Owner, or any Institutional Mortgagee without the specific written approval of the party affected thereby. An amendment to correct a scrivener's error described in Section 718.110(5) of the Condominium Act may be approved in the manner provided in said Section.

20.12.2 General. In addition to any other manner provided herein to amend the Declaration, this Declaration may be amended upon the approval of such amendment at a duly called meeting of the Board and the Association at which quorums are present, by a majority of the members of the Board and by the Owners voting no less than two-thirds (2/3) of the total percentage interest in the Condominium as set forth in Exhibit 3, attached hereto, as such may be amended.

20.12.3 Limitation Upon Power of Amendment. Notwithstanding any provisions in this Declaration to the contrary, this Declaration may not be amended in any way or manner which adversely affects, limits, impairs or prejudices any right of Developer hereunder without the prior written consent of Developer. Without limiting the generality of the foregoing, no portion of this Section or any other provision of this Declaration which requires the consent or approval of Developer, shall be amended, in any manner, without the prior written consent of Developer. Unless otherwise provided to the contrary in this Declaration, no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit, or change the proportion or percentage by which an Owner shares in the Common Expenses and owns the Common Surplus unless the Owner and all record holders of liens



on the Unit join in the execution of the amendment and unless such amendment is approved in writing by Developer.

20.12.4 Recording of Amendment. Any amendment, modification or change in this Declaration in accordance with the terms and provisions of this Declaration shall be reflected in an instrument placed of record amongst the Public Records of Palm Beach County, Florida.

20.12.5 Term. This Declaration shall run with the Land and inure to the benefit of Developer, Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns unless terminated by the written consent of all of the Owners of the Units and all of the Institutional Mortgagees.

IN WITNESS WHEREOF, this Declaration of Condominium has been executed by Developer the day and year hereinbelow set forth.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PKD, LLC  
A Florida Limited Liability Company

By: \_\_\_\_\_  
David N. Wolofsky, Manager

Complete Construction Services, Inc.  
A Florida Corporation

By: \_\_\_\_\_  
Gilles Courchene, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared David N. Wolofsky, Manager of PKD, LLC., to me known to be the person described in and who executed the foregoing instrument and she/he acknowledged before me that she/he executed the same. Personally known \_\_\_ or produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gilles Courchene, President of Complete Construction Services, Inc., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same. Personally known \_\_\_ or produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public



# Landmark Surveying & Mapping, Inc.

1850 Forest Hill Blvd  
Suite 100  
West Palm Beach,  
Florida 33406  
Phone (561) 433-64  
Fax (561) 439-38

## CONGRESS COMMERCE CENTER A CONDOMINIUM

(EXHIBIT "1" TO THE DECLARATION)  
PHASE 1 / BUILDING 4

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT "1A" OF THE PLAT OF CONGRESS COMMERCE CENTRE REPLAT, AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ AND \_\_\_\_\_, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PLAT; THENCE NORTH 60°43'50" WEST ALONG THE NORTH LINE OF SAID PLAT, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE IDA ROAD, A DISTANCE OF 310.87 FEET; THENCE NORTH 64°09'50" WEST ALONG SAID PLAT AND RIGHT-OF-WAY LINE, A DISTANCE OF 38.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64°09'50" WEST ALONG SAID PLAT AND RIGHT-OF-WAY LINE, A DISTANCE OF 131.31 FEET; THENCE SOUTH 67°14'32" WEST, A DISTANCE OF 37.50 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE, ALSO BEING THE WESTERLY LINE OF SAID PLAT; THENCE SOUTH 18°38'55" WEST ALONG SAID PLAT AND RIGHT-OF-WAY LINE, A DISTANCE OF 475.50 FEET; THENCE SOUTH 71°21'05" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 18°38'55" WEST ALONG SAID PLAT AND RIGHT-OF-WAY LINE, A DISTANCE OF 61.78 FEET; THENCE SOUTH 71°18'58" EAST DEPARTING SAID PLAT LINE, A DISTANCE OF 191.24 FEET; THENCE NORTH 18°41'02" EAST, A DISTANCE OF 332.61 FEET; THENCE NORTH 45°28'58" WEST, A DISTANCE OF 32.22 FEET; THENCE NORTH 03°06'34" EAST, A DISTANCE OF 60.21 FEET; THENCE NORTH 18°41'02" EAST, A DISTANCE OF 141.09 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

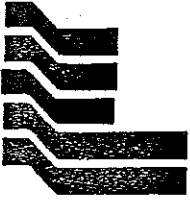
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DATE:

11/20/02

BY:

Craig Spusey  
CRAIG SPUSEY  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5019



Landmark Surveying & Mapping, Inc.

1850 Forest Hill Blvd.  
Suite 100  
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Fax (561) 439-3882

**CONGRESS COMMERCE CENTER  
A CONDOMINIUM**

**(EXHIBIT "1" TO THE DECLARATION)  
PHASE 1 / BUILDING 5**

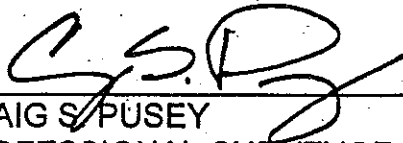
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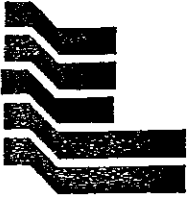
A PARCEL OF LAND BEING A PORTION OF TRACT "1A" OF THE PLAT OF CONGRESS COMMERCE CENTRE REPLAT, AS RECORDED IN PLAT BOOK \_\_\_\_, PAGES \_\_\_\_ AND \_\_\_\_, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PLAT; THENCE SOUTH 18°41'02" WEST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 483.79 FEET; THENCE NORTH 71°18'58" WEST DEPARTING SAID PLAT LINE, A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 71°18'58" WEST, A DISTANCE OF 135.00 FEET; THENCE NORTH 18°41'02" EAST, A DISTANCE OF 332.61 FEET; THENCE SOUTH 60°43'50" EAST, A DISTANCE OF 137.34 FEET; THENCE SOUTH 18°41'02" WEST, A DISTANCE OF 307.38 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DATE: 11/20/02

BY:   
CRAIG S. PUSEY  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5019



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CONGRESS COMMERCE CENTER  
A CONDOMINIUM

(EXHIBIT "A" TO THE DECLARATION)  
PHASE 1 / BUILDING 6

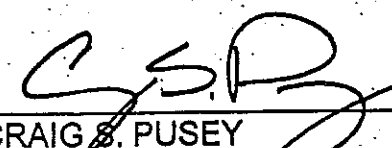
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT "1A" OF THE PLAT OF CONGRESS COMMERCE CENTRE REPLAT, AS RECORDED IN PLAT BOOK \_\_\_\_, PAGES \_\_\_\_ AND \_\_\_\_, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PLAT; THENCE SOUTH 18°41'02" WEST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 152.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°41'02" WEST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 331.58 FEET; THENCE NORTH 71°18'58" WEST DEPARTING SAID PLAT LINE, A DISTANCE OF 164.00 FEET; THENCE NORTH 18°41'02" EAST, A DISTANCE OF 307.38 FEET; THENCE NORTH 62°27'44" EAST, A DISTANCE OF 33.52 FEET; THENCE SOUTH 71°18'58" EAST, A DISTANCE OF 140.81 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DATE: 11/20/02

BY:   
CRAIG S. PUSEY  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5019



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**CONGRESS COMMERCE CENTER  
A CONDOMINIUM**

**(EXHIBIT "1" TO THE DECLARATION)  
PHASE 1 / BUILDING 7**

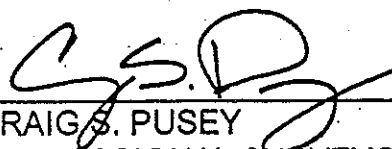
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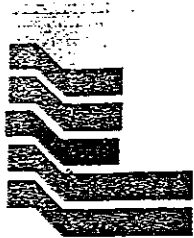
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BEGINNING AT THE NORTHEAST CORNER OF SAID PLAT; THENCE SOUTH 18°41'02" WEST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 152.21 FEET; THENCE NORTH 71°18'58" WEST DEPARTING SAID PLAT LINE, A DISTANCE OF 140.81 FEET; THENCE SOUTH 62°27'44" WEST, A DISTANCE OF 33.52 FEET; THENCE NORTH 60°43'50" WEST, A DISTANCE OF 137.34 FEET; THENCE NORTH 45°28'58" WEST, A DISTANCE OF 32.22 FEET; THENCE NORTH 03°06'34" EAST, A DISTANCE OF 60.21 FEET; THENCE NORTH 18°41'02" EAST, A DISTANCE OF 141.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE IDA ROAD, ALSO BEING THE NORTH LINE OF SAID PLAT; THENCE SOUTH 64°09'50" EAST ALONG SAID RIGHT-OF-WAY LINE AND PLAT LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 60°43'50" EAST ALONG SAID RIGHT-OF-WAY AND PLAT LINE, A DISTANCE OF 310.87 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DATE: 11/20/02

BY:   
CRAIG S. PUSEY  
PROFESSIONAL SURVEYOR & MAPPER  
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**CONGRESS COMMERCE CENTER  
A CONDOMINIUM**

**(EXHIBIT "1" TO THE DECLARATION)  
PHASE 2 / BUILDING 1**

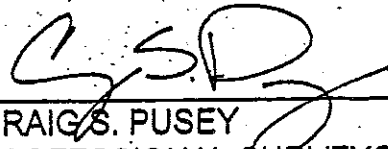
**LEGAL DESCRIPTION**

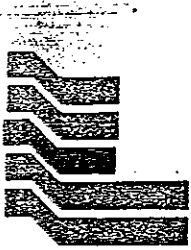
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BEGINNING AT THE SOUTHWEST CORNER OF SAID PLAT; THENCE NORTH 18°38'55" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE, ALSO BEING THE WESTERLY PLAT LINE, A DISTANCE OF 220.38 FEET; THENCE NORTH 32°33'49" EAST ALONG SAID RIGHT-OF-WAY AND PLAT LINE, A DISTANCE OF 49.90 FEET; THENCE NORTH 18°38'55" EAST ALONG SAID RIGHT-OF-WAY AND PLAT LINE, A DISTANCE OF 330.93 FEET; THENCE SOUTH 71°18'58" EAST DEPARTING SAID RIGHT-OF-WAY AND PLAT LINE, A DISTANCE OF 199.24 FEET; THENCE SOUTH 18°42'02" WEST, A DISTANCE OF 577.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PLAT; THENCE NORTH 88°09'00" WEST ALONG THE SOUTHERLY PLAT LINE, A DISTANCE OF 220.05 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DATE: \_\_\_\_\_

BY:   
CRAIG S. PUSEY  
PROFESSIONAL SURVEYOR & MAPPER  
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CONGRESS COMMERCE CENTER  
A CONDOMINIUM

(EXHIBIT "1" TO THE DECLARATION)  
PHASE 2 / BUILDING 2


LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT "1A" OF THE PLAT OF CONGRESS COMMERCE CENTRE REPLAT, AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ AND \_\_\_\_\_, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

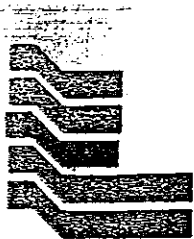
COMMENCING AT THE SOUTHEAST CORNER OF SAID PLAT; THENCE NORTH 88°09'00" WEST ALONG THE SOUTHERLY LINE OF SAID PLAT, A DISTANCE OF 169.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°09'00" WEST ALONG SAID PLAT LINE, A DISTANCE OF 134.78 FEET; THENCE NORTH 18°41'02" EAST, A DISTANCE OF 577.31 FEET; THENCE SOUTH 71°18'58" EAST, A DISTANCE OF 129.00 FEET; THENCE SOUTH 18°41'02" WEST, A DISTANCE THENCE SOUTH 18°41'02" WEST, A DISTANCE OF 538.28 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DATE: \_\_\_\_\_

BY:   
CRAIG S. PUSEY  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5019





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## CONGRESS COMMERCE CENTER A CONDOMINIUM

(EXHIBIT "1" TO THE DECLARATION)  
PHASE 2 / BUILDING 3

### LEGAL DESCRIPTION


A PARCEL OF LAND BEING A PORTION OF TRACT "1A" OF THE PLAT OF CONGRESS COMMERCE CENTRE REPLAT, AS RECORDED IN PLAT BOOK \_\_\_\_, PAGES \_\_\_\_ AND \_\_\_\_, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PLAT; THENCE NORTH 88°09'00" WEST ALONG THE SOUTHERLY LINE OF SAID PLAT, A DISTANCE OF 169.25 FEET; THENCE NORTH 18°41'02" EAST, A DISTANCE OF 538.28 FEET; THENCE SOUTH 71°18'58" EAST, A DISTANCE OF 162.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID PLAT; THENCE SOUTH 18°41'02" WEST ALONG THE EASTERLY LINE OF SAID PLAT, A DISTANCE OF 489.26 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

  
CRAIG S. PUSEY  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5019



# Landmark Surveying & Mapping, Inc.

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Phone (561) 433-5405  
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## CONGRESS COMMERCE CENTER A CONDOMINIUM

(EXHIBIT "2" TO THE DECLARATION)

### SURVEYOR'S CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Phase 1, Building 4 of Congress Commerce Center, a condominium located on Congress Avenue, Delray Beach, Florida, 33445.
3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed, a new Certificate will be prepared which, together with the Declaration of the Condominium of Congress Commerce Center and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.
4. I hereby certify that the proposed survey for Phase 1, Building 4 of Congress Commerce Center, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meets the Requirements for Condominiums in Chapter 718, Florida Statutes.
5. Further Affiant sayeth naught.

By: C.S.P.  
Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 26<sup>th</sup> day of November, 2002.

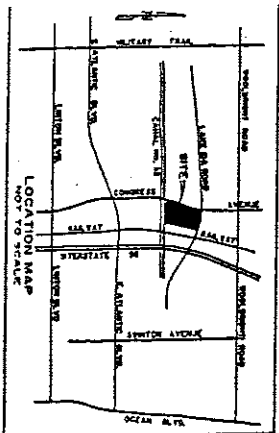
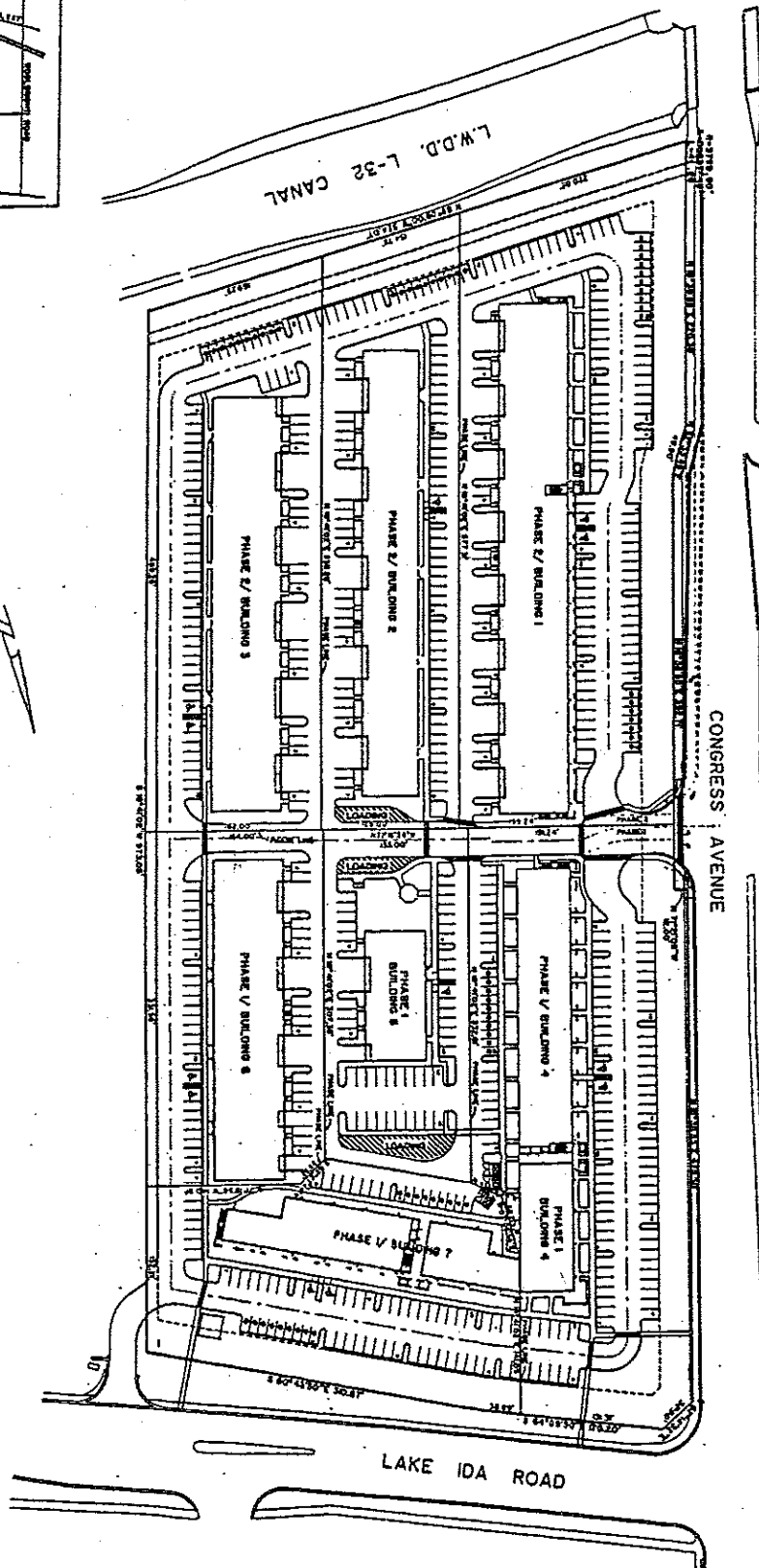
My Commission Expires:



Jennifer N. Robert  
Notary Public, State of Florida

Note: Construction of this Condominium is not substantially completed. The within Surveyor's Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions and are not intended for use as construction documents.

EXHIBIT "2" TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 PHASE AND BUILDING DESIGNATION PLAN



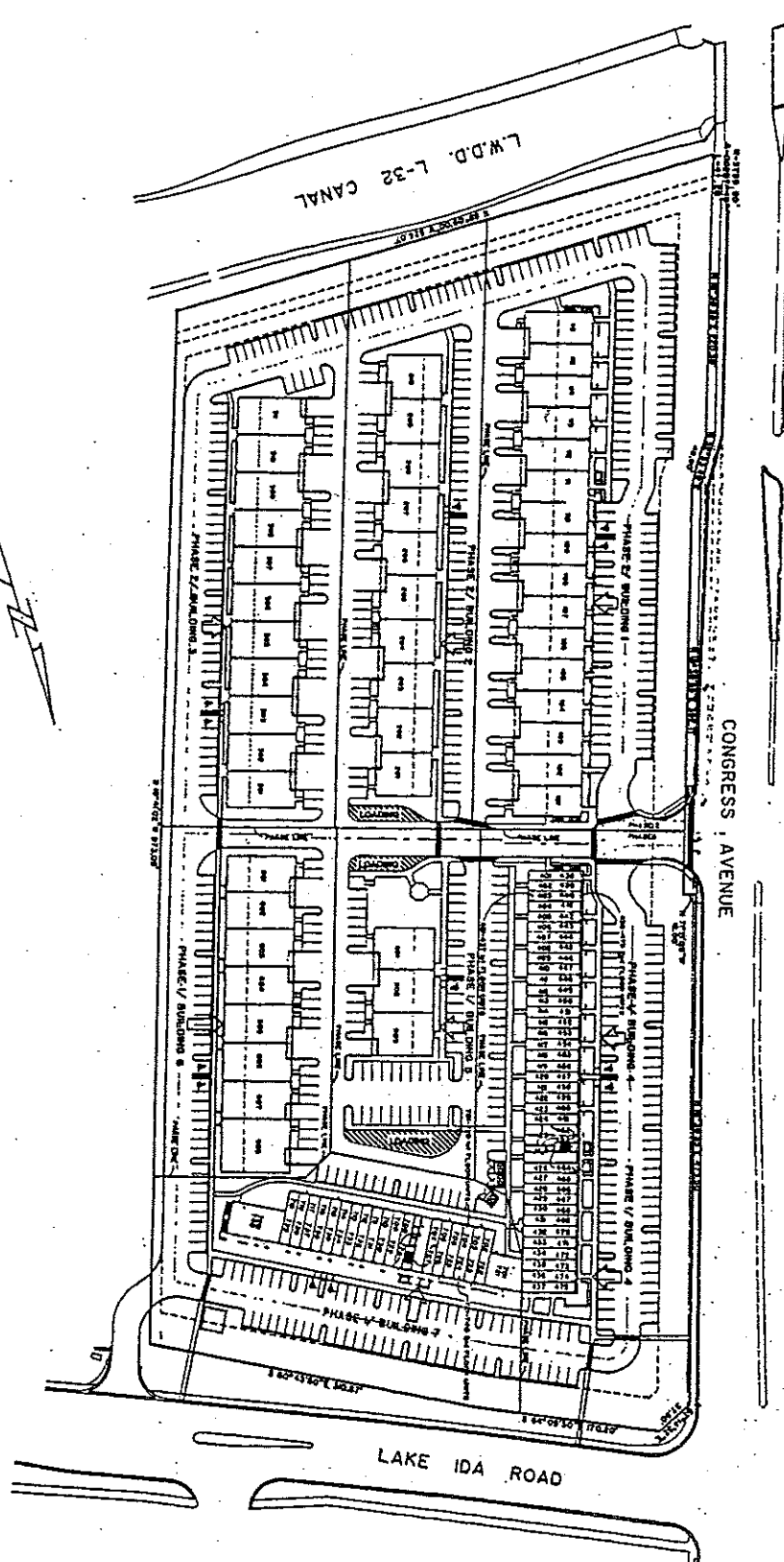
**PHASE AND BUILDING DESIGNATION PLAN**

Landmark Surveying & Mapping Inc.  
 1000 WEST PALM BEACH BLVD  
 WEST PALM BEACH, FL 33411  
 PHONE 1 (561) 833-3400

NO.	DATE	DESCRIPTION

JOB NO. 2108  
 SHEET NO. 1 OF 7

EXHIBIT 2<sup>nd</sup> TO THE DECLARATION  
 CONGRESS COMMERCE CENTER  
 A CONDOMINIUM  
 UNIT DESIGNATION PLAN



PHASE I BUILDING 1  
 PHASE I BUILDING 2  
 PHASE I BUILDING 3  
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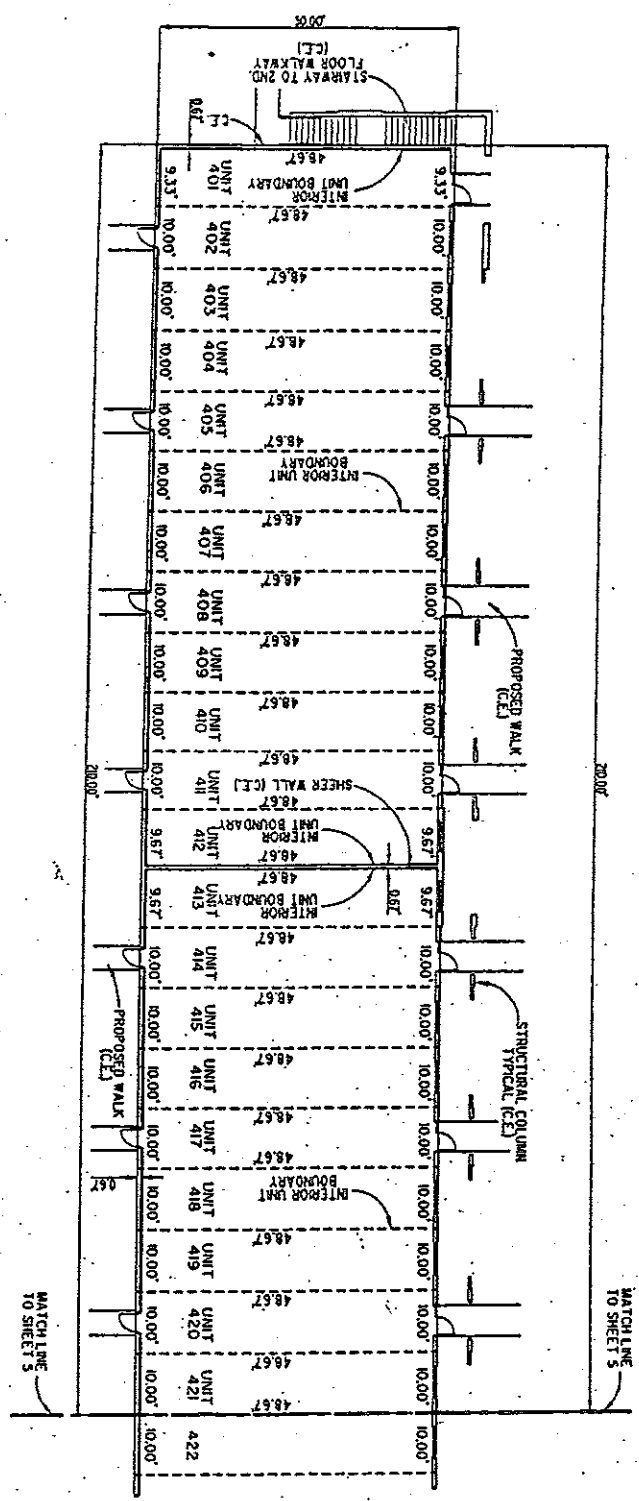
NO.	DATE	REVISION

UNIT DESIGNATION PLAN  
 Landmark Surveying & Mapping Inc.  
 7801 WEST 11TH AVENUE, SUITE 100  
 DENVER, COLORADO 80231  
 PHONE: (303) 755-3400  
 200 1st 2002  
 SHEET NO. 2 OF 7





**EXHIBIT '2' TO THE DECLARATION**  
**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
**PHASE 1 / BUILDING 4**  
**(FIRST FLOOR PLAN)**



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 210 BOCA RATON, FL, PH. 561-368-6776, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 17.20  
CEILING HEIGHT ELEVATION = 21.00

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- ☒ DENOTES CENTERLINE
- (TYP) DENOTES TYPICAL

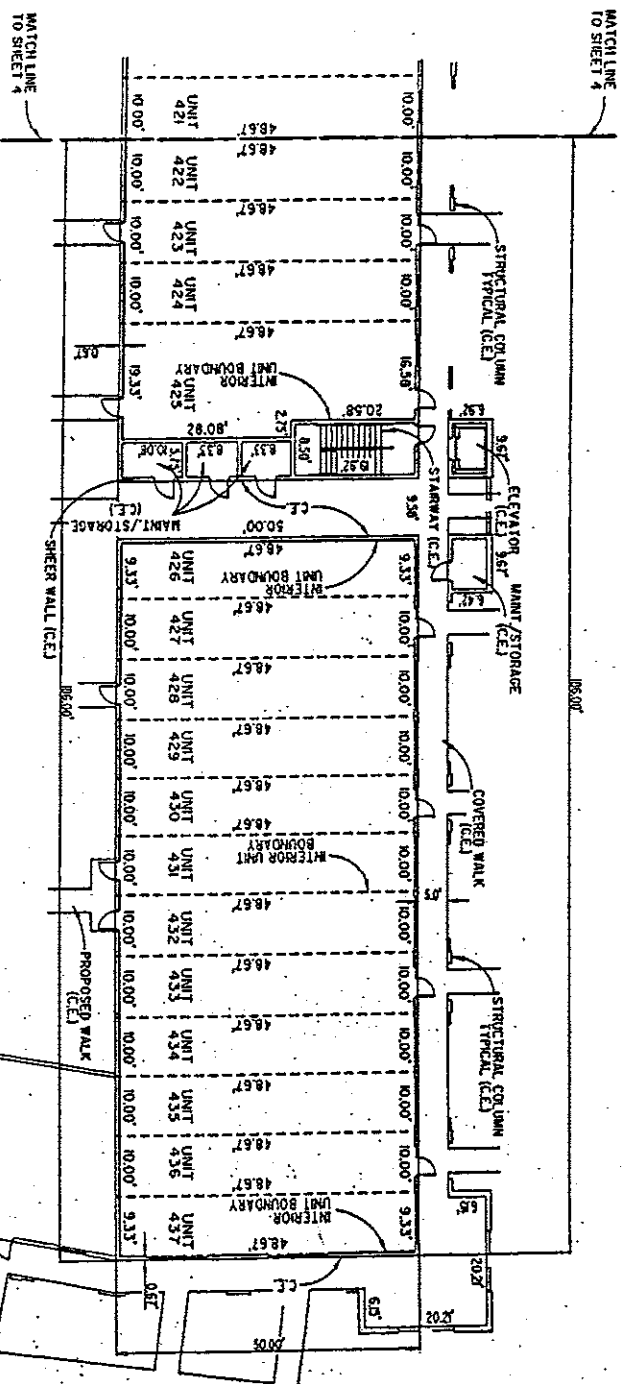
NO.	BY	DATE	REVISIONS
1			
2			
3			
4			

**PROPOSED FIRST FLOOR LEVEL PHASE 1 / BUILDING 4**

**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: 1 (561) 433-5405

JOB NO. 2402      SHEET NO. 4 OF 7

**EXHIBIT '2' TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE I / BUILDING 4  
(FIRST FLOOR PLAN)**



- SURVEYORS NOTES**
1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 210 BOCA RATON, FL, PH. 561-360-6776, DATED 9/8/02
  2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
  3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
  4. FINISHED FLOOR ELEVATION = 77.00  
CEILING HEIGHT ELEVATION = 27.00

- LEGEND**
- L.C.E. DENOTES LIMITED COMMON ELEMENT
  - C.E. DENOTES COMMON ELEMENT
  - ⊕ DENOTES CENTERLINE
  - (TYP) DENOTES TYPICAL

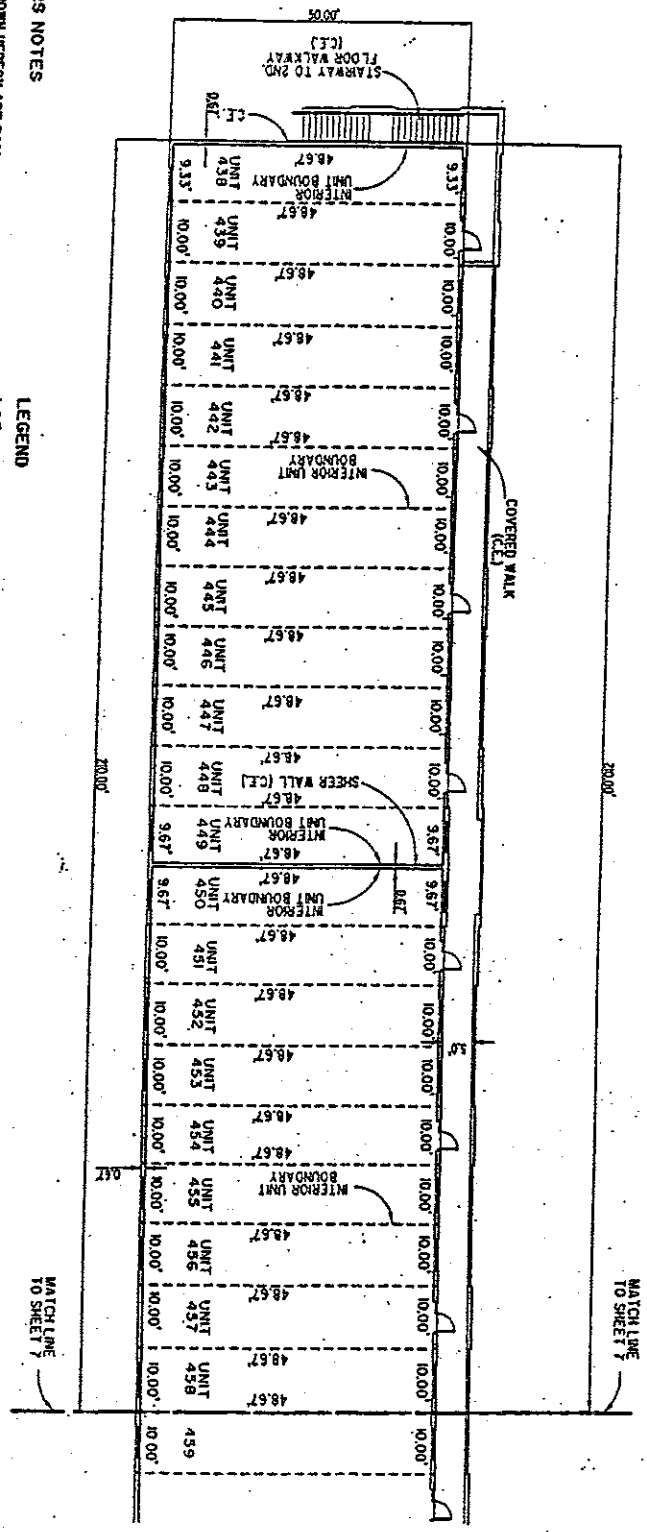
NO.	BY	DATE	REVISION
1	LL	02/02	PROPOSED ELEVATION & SHEER WALL
2			
3			
4			

**PROPOSED FIRST FLOOR LEVEL, PHASE I / BUILDING 4**

**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

JOB NO. 2402      SHEET NO. 5 OF 7

**EXHIBIT "2" TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE I / BUILDING 4  
(SECOND FLOOR PLAN)**



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 200 BOCA RATON, FL. PH. 561-368-6776, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. SECOND FLOOR ELEVATION = 30.50  
OPTIONAL CEILING HEIGHT ELEVATION = 39.50

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- (TYP.) DENOTES CENTERLINE
- (TYP.) DENOTES TYPICAL

NO.	REV.	DATE	DESCRIPTION
1			
2			
3			
4			

**PROPOSED SECOND FLOOR LEVEL PHASE I / BUILDING 4**

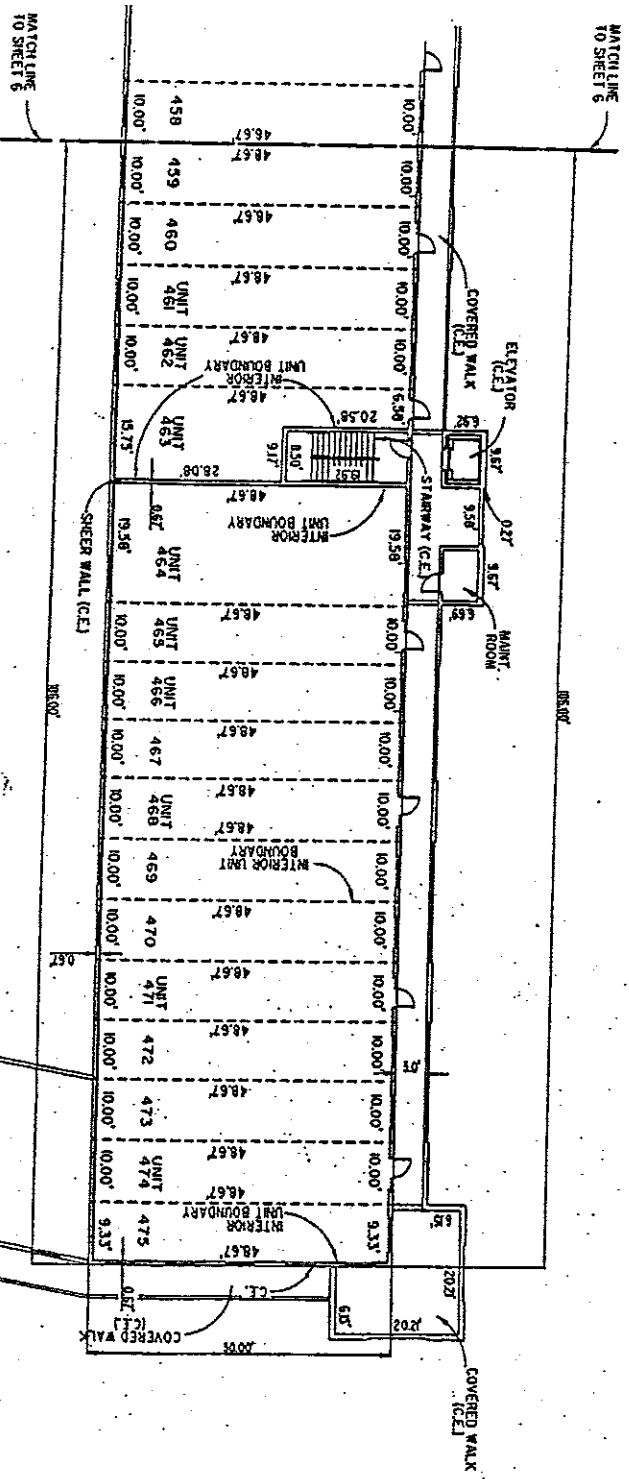
**Landmark Surveying & Mapping Inc.**  
1050 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5400

JOB NO. 2402      SHEET NO. 6 OF 7





**EXHIBIT "2" TO THE DECLARATION**  
**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
**PHASE I / BUILDING 4**  
**(SECOND FLOOR PLAN)**



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CANINO BEAL, SUITE 208 BOCA RATON, FL. PH. 561-360-8776. DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 5" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. SECOND FLOOR ELEVATION - 30.50'  
OPTIONAL CEILING HEIGHT ELEVATION - 35.30'

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- ⊕ DENOTES CENTERLINE
- (TYP) DENOTES TYPICAL

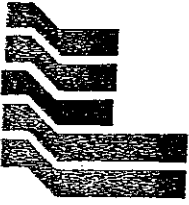
NO.	REV.	DATE	DESCRIPTION
1	AT	1/27/02	RECORDED ELEVATION & SHEER WALL
2			
3			
4			

NO.	REV.	DATE	DESCRIPTION
1	AT	1/27/02	RECORDED ELEVATION & SHEER WALL
2			
3			
4			



**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL, BOCA RATON, FL 33408  
 WEST PALM BEACH, FL 33408  
 PHONE: (561) 433-3403

JOB NO. 2402  
 SHEET NO. 7 OF 7



# Landmark Surveying & Mapping, Inc.

## CONGRESS COMMERCE CENTER A CONDOMINIUM

(EXHIBIT "2" TO THE DECLARATION)

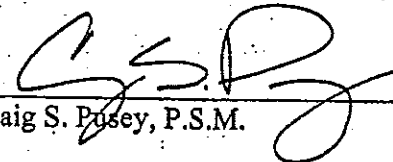
### SURVEYOR'S CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

1850 Forest Hill Blvd.  
Suite 100  
West Palm Beach,  
Florida 33406  
Phone (561) 433-5405  
Fax (561) 439-3882

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

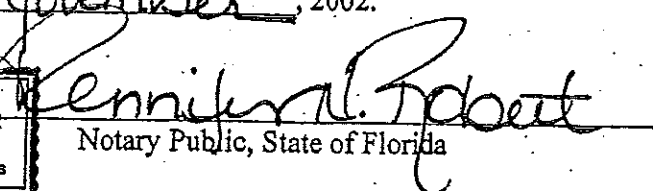
1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Phase 1, Building 5 of Congress Commerce Center, a condominium located on Congress Avenue, Delray Beach, Florida, 33445.
3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed, a new Certificate will be prepared which, together with the Declaration of the Condominium of Congress Commerce Center and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.
4. I hereby certify that the proposed survey for Phase 1, Building 5 of Congress Commerce Center, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meets the Requirements for Condominiums in Chapter 718, Florida Statutes.
5. Further Affiant sayeth naught.

By:   
Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 20th day of November, 2002.

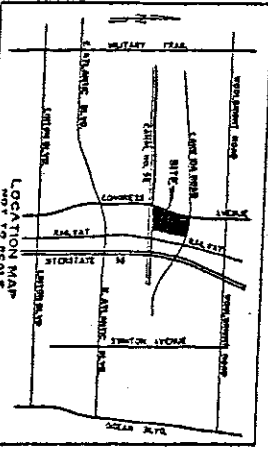
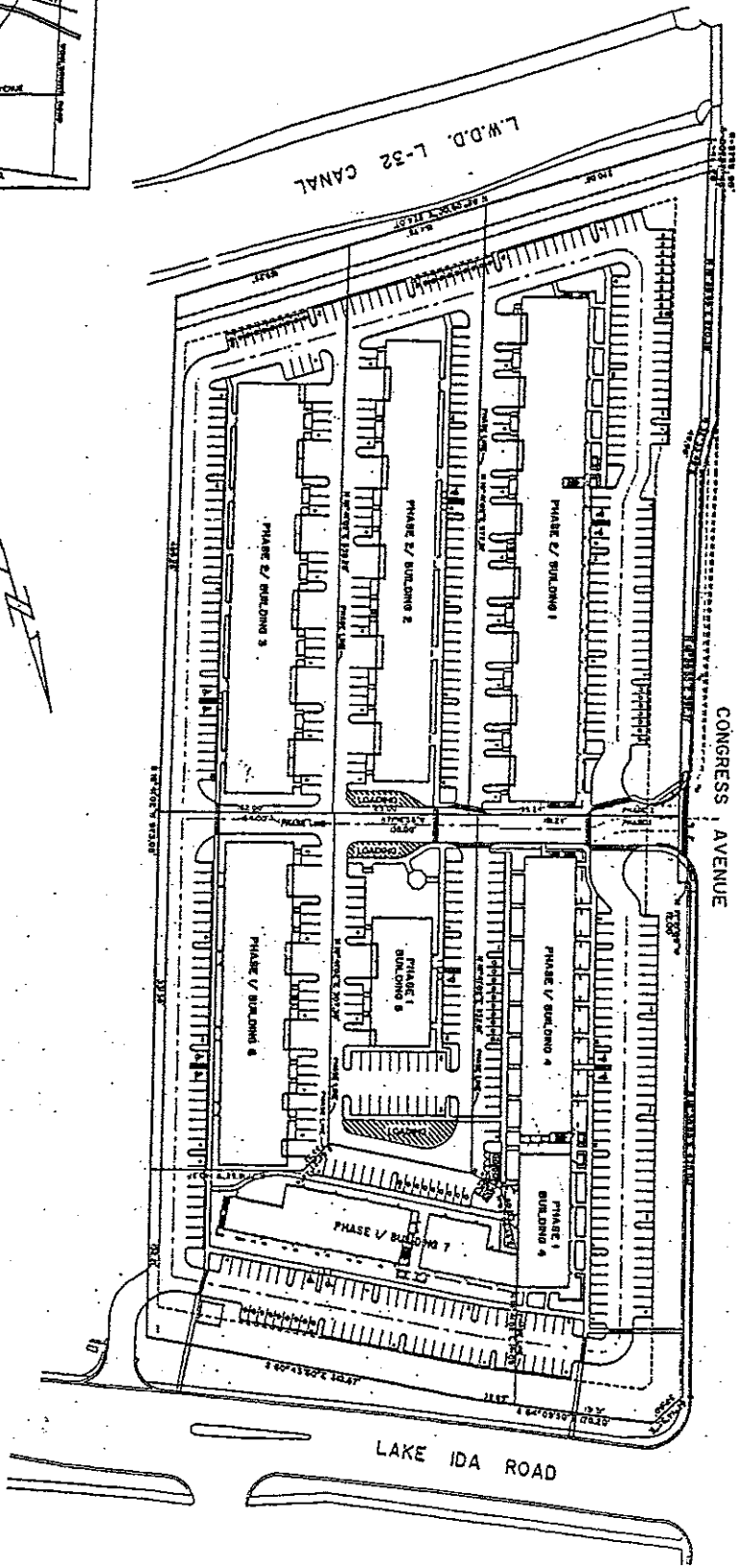


My Commission Expires:

  
Notary Public, State of Florida

Note: Construction of this Condominium is not substantially completed. The within Surveyor's Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions and are not intended for use as construction documents.

EXHIBIT "2" TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE AND BUILDING DESIGNATION PLAN



NO.	DATE	DESCRIPTION

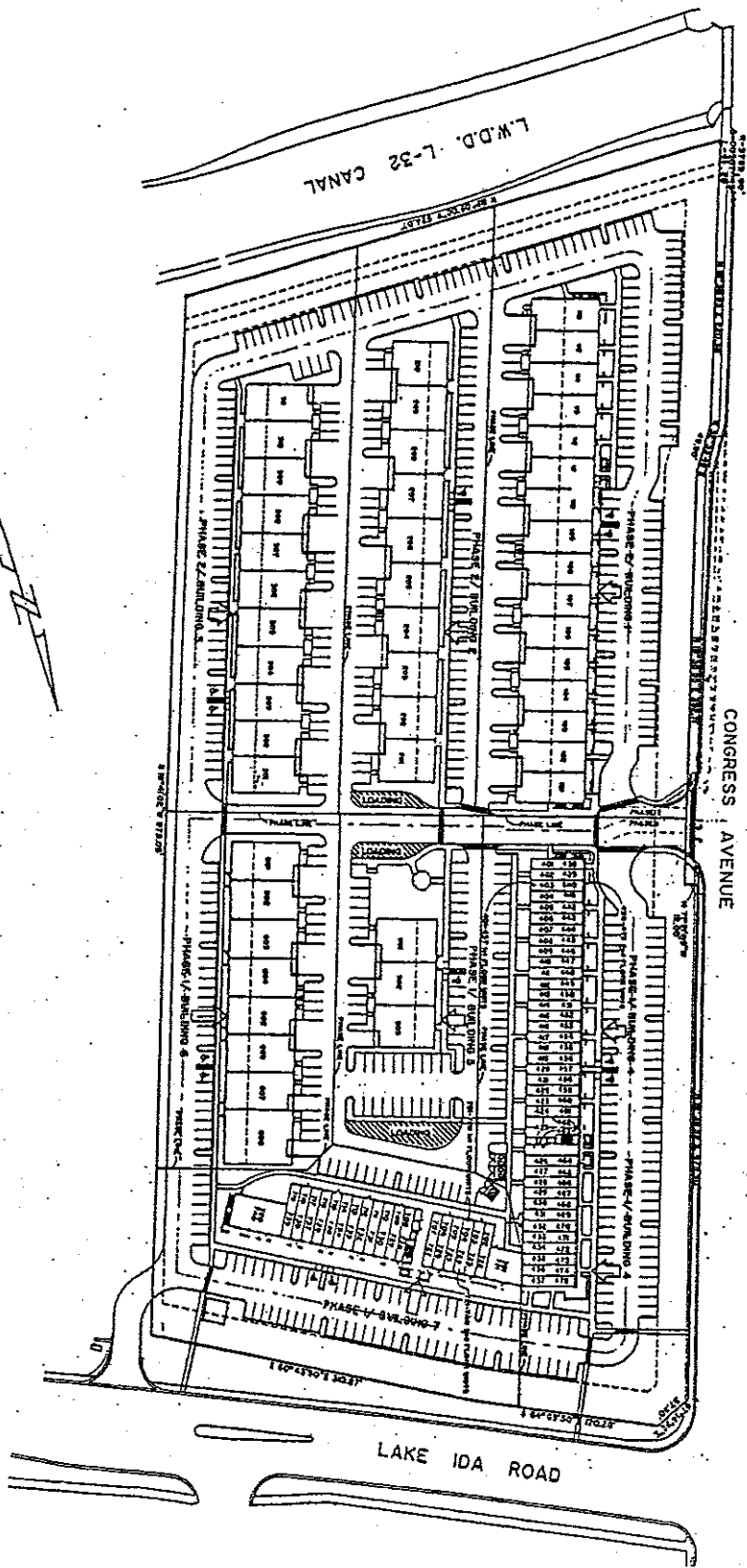


**PHASE AND BUILDING DESIGNATION PLAN**

Landmark Surveying & Mapping, Inc.  
430 FORREST PALM INNWOODS, SUITE 300  
WEST PALM BEACH, FL 33409  
PHONE: (561) 933-2600

JOB NO. 2002  
SHEET NO. 1 OF 5

EXHIBIT "2" TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 UNIT DESIGNATION PLAN



PHASE 1 BUILDING 1: 2 UNIT 101 THROUGH 102 APPROXIMATELY 1,100 SQ. FT.  
 PHASE 1 BUILDING 2: 2 UNIT 103 THROUGH 104 APPROXIMATELY 1,100 SQ. FT.  
 PHASE 1 BUILDING 3: 2 UNIT 105 THROUGH 106 APPROXIMATELY 1,100 SQ. FT.  
 PHASE 1 BUILDING 4: 2 UNIT 107 THROUGH 108 APPROXIMATELY 1,100 SQ. FT.  
 PHASE 1 BUILDING 5: 2 UNIT 109 THROUGH 110 APPROXIMATELY 1,100 SQ. FT.  
 PHASE 1 BUILDING 6: 2 UNIT 111 THROUGH 112 APPROXIMATELY 1,100 SQ. FT.  
 PHASE 1 BUILDING 7: 2 UNIT 113 THROUGH 114 APPROXIMATELY 1,100 SQ. FT.  
 PHASE 1 BUILDING 8: 2 UNIT 115 THROUGH 116 APPROXIMATELY 1,100 SQ. FT.

NO.	NAME	NO. OF UNITS	TOTAL SQ. FT.
1	PHASE 1 BUILDING 1	2	2,200
2	PHASE 1 BUILDING 2	2	2,200
3	PHASE 1 BUILDING 3	2	2,200
4	PHASE 1 BUILDING 4	2	2,200
5	PHASE 1 BUILDING 5	2	2,200
6	PHASE 1 BUILDING 6	2	2,200
7	PHASE 1 BUILDING 7	2	2,200
8	PHASE 1 BUILDING 8	2	2,200
TOTAL		16	13,200

**UNIT DESIGNATION PLAN**

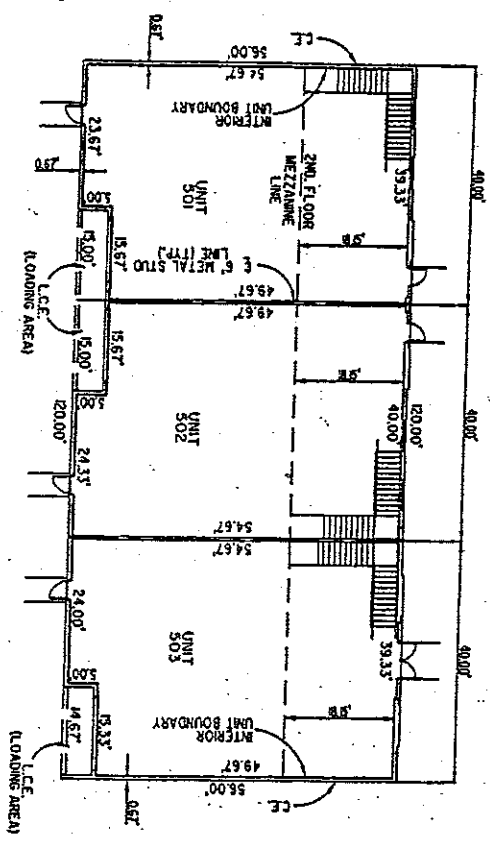
Landmark Surveying & Mapping Inc.  
 4949 FOREST HILL, SUITE 200  
 WEST PALM BEACH, FL 33409  
 PHONE: 561-833-1400  
 FAX: 561-833-1401

DATE: 08/11/2008  
 SHEET NO. 2 OF 5





**EXHIBIT "2" TO THE DECLARATION**  
**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
**PHASE I / BUILDING 5**  
**(FIRST FLOOR PLAN)**



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CANNO REAL, SUITE 219 BOCA RATON, FL. PH. 561-368-6776, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 17.00  
MEZZANINE FLOOR ELEVATION = 30.50  
OPTIONAL CEILING HEIGHT ELEVATION = 39.50

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT  
 C.E. DENOTES COMMON ELEMENT  
 E DENOTES CENTERLINE  
 (TYP) DENOTES TYPICAL

NO.	BY	DATE
1	JL	07/20/02
2		
3		
4		

NO.	BY	DATE
1	JL	07/20/02
2		
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REVISIONS  
 REVISIONS  
 REVISIONS  
 REVISIONS



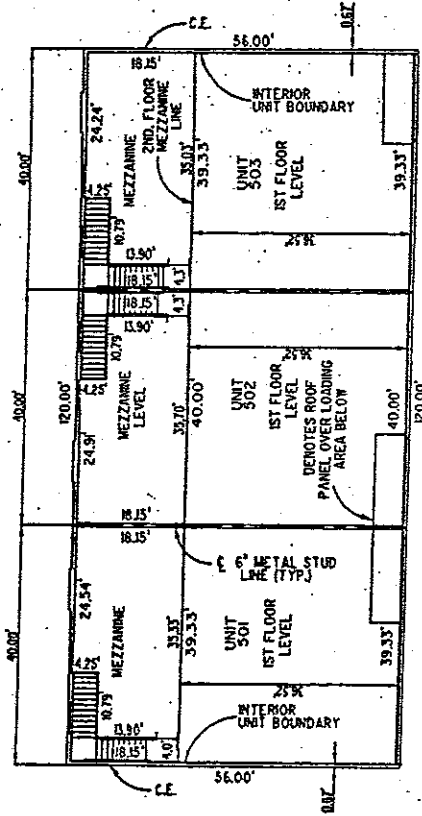
**Landmark Surveying & Mapping Inc.**  
 1090 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 833-9103

JOB NO. 2402

SHEET NO. 4 OF 5

PROPOSED FIRST FLOOR LEVEL PHASE I / BUILDING 5

**EXHIBIT "2" TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE 1 / BUILDING 5  
(MEZZANINE LEVEL)**



**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- S DENOTES CENTERLINE
- (TYP) DENOTES TYPICAL

**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 210 BOCA RATON, FL. PH. 561-368-6776, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 17.00  
MEZZANINE FLOOR ELEVATION = 30.50  
TYPICAL CEILING HEIGHT ELEVATION = 39.50
5. TOP OF ROOF PANEL OVER LOADING AREA ELEVATION =

PROPOSED MEZZANINE LEVEL PHASE 1 / BUILDING 5



**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE : (561) 433-5403

8/7/02

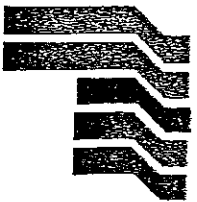
JOB NO. 2402

REVISED

NO. BY DATE

1 J.T. 11/20/02 REVISED MEZZANINE & STAIRS

SHEET NO. 5 OF 5



Landmark Surveying & Mapping, Inc.

CONGRESS COMMERCE CENTER  
A CONDOMINIUM

(EXHIBIT "2" TO THE DECLARATION)

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.

2. This Certificate is made as to Phase 1, Building 6 of Congress Commerce Center, a condominium located on Congress Avenue, Delray Beach, Florida, 33445.

3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed, a new Certificate will be prepared with the Declaration of the Condominium of Congress Commerce Center and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.

4. I hereby certify that the proposed survey for Phase 1, Building 6 of Congress Commerce Center, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meets the Requirements for Condominiums in Chapter 718, Florida Statutes.

5. Further Affiant sayeth naught.

By:

*Craig S. Pusey*  
Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this *20th* day of *November*, 2002.

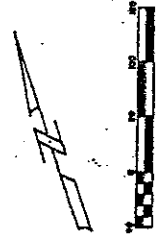
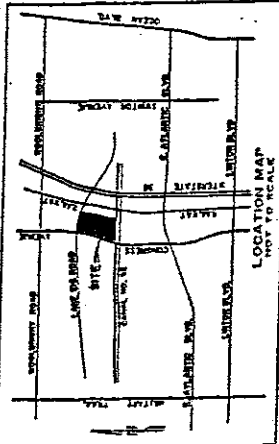
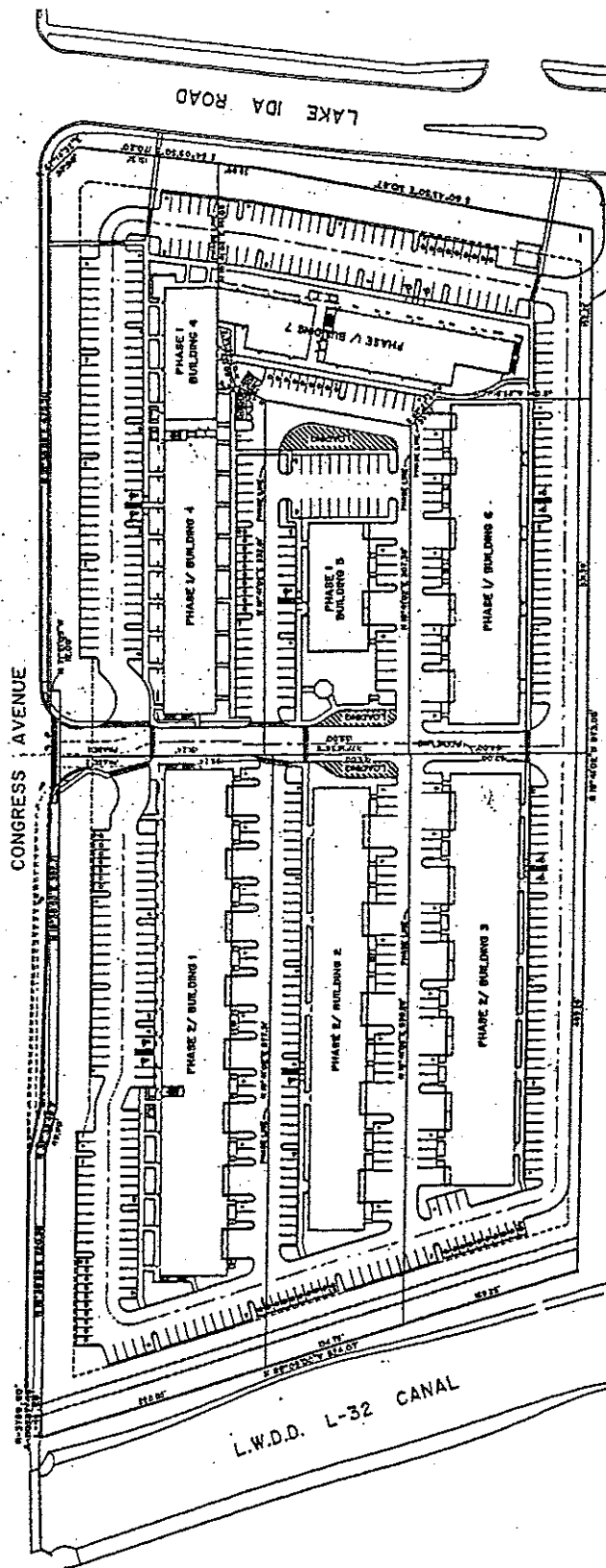
*Jennifer N. Robert*  
JENNIFER N. ROBERT  
MY COMMISSION # CC 814872  
EXPIRES: September 15, 2003  
Bonded thru Notary Public Underwriters  
Notary Public, State of Florida

My Commission Expires:

Note: Construction of this Condominium is not substantially completed. The within Surveyor's Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions and are not intended for use as construction documents.



EXHIBIT 'Z' TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE AND BUILDING DESIGNATION PLAN



PHASE AND BUILDING DESIGNATION PLAN

Leinhardt Surveying & Mapping Inc.  
1000 WEST PALM BEACH BL. 3000  
WEST PALM BEACH, FL 33409  
PHONE (561) 833-1999



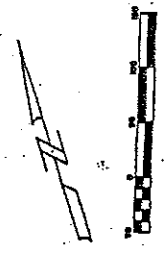
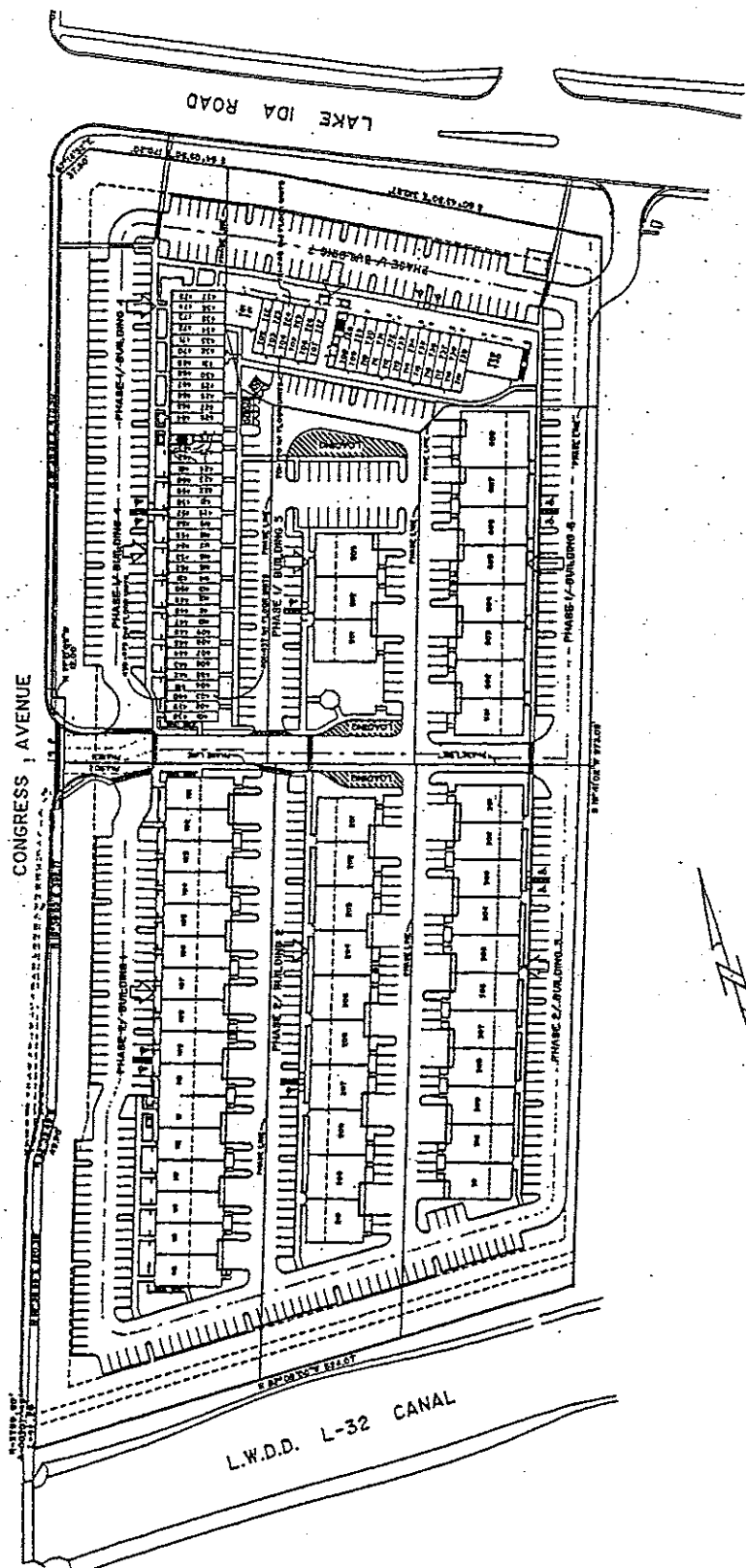
JOB NO. 5102

DATE 05/05

SHEET NO. 1 OF 3

NO.	DATE	REVISION

EXHIBIT "2" TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 UNIT DESIGNATION PLAN



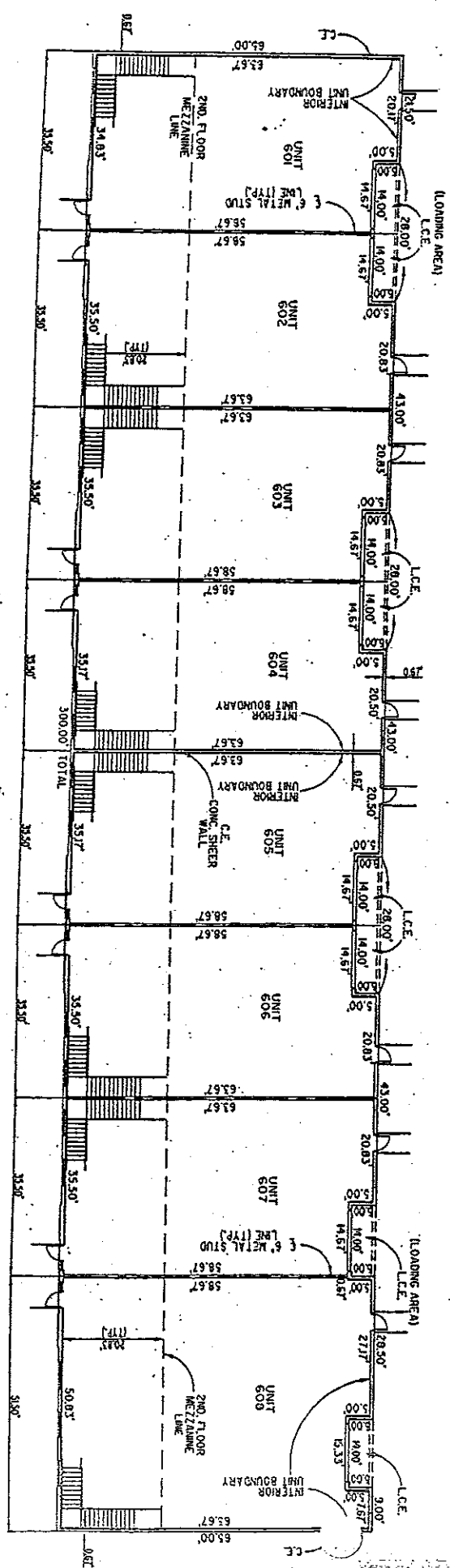
**PHASE I BUILDING** - 4 units are shown adjacent to the canal  
**PHASE II BUILDING** - 4 units are shown adjacent to the canal  
**PHASE III BUILDING** - 4 units are shown adjacent to the canal  
**PHASE IV BUILDING** - 4 units are shown adjacent to the canal  
**PHASE V BUILDING** - 4 units are shown adjacent to the canal  
**PHASE VI BUILDING** - 4 units are shown adjacent to the canal

**UNIT DESIGNATION PLAN**  
 Landmark Surveying & Mapping, Inc.  
 1800 Forest Hill Road, Suite 200  
 Raleigh, NC 27617  
 Phone: (919) 433-8800  
 Fax: (919) 433-8800

NO.	DATE	REVISION



EXHIBIT "2" TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 PHASE I / BUILDING 6  
 (FIRST FLOOR PLAN)



**LEGEND**

L.C.E. DENOTES LIMITED COMMON ELEMENT  
 C.E. DENOTES COMMON ELEMENT  
 \$ DENOTES CENTERLINE  
 (TYP) DENOTES TYPICAL

- SURVEYORS NOTES**
- DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 208 BOCA RATON, FL. P.A. 58-358-5776, DATED 9/6/02
  - ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
  - INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 3" METAL STUD LINE BETWEEN INTERIOR UNITS.
  - FINISHED FLOOR ELEVATION = 7.00  
 MEZZANINE FLOOR ELEVATION = 30.30  
 OPTIONAL CEILING HEIGHT ELEVATION = 33.30

No.	Date	Revisions
1	11/12/02	REVISION MEZZANINE, STAIRS, AND ELEVATOR WALLS
2		
3		
4		

**PROPOSED FIRST FLOOR LEVEL PHASE I / BUILDING 6**

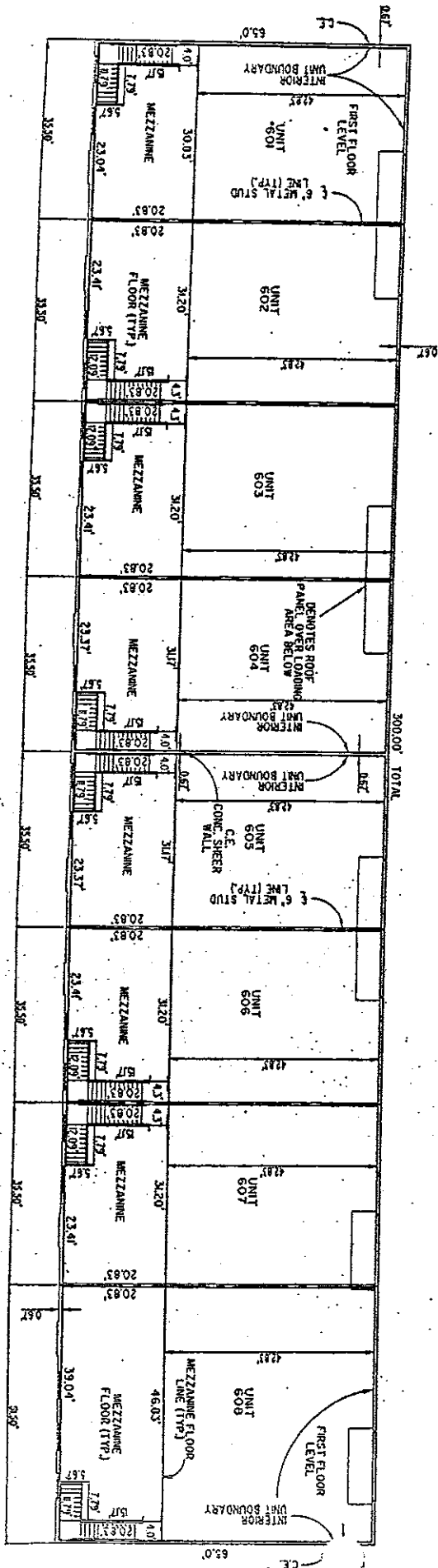
**Landmark Surveying & Mapping Inc.**  
 1630 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE 1 (561) 433-9403

JOB NO. 2402

DATE 04/03/04

SHEET NO 4 OF 5

**EXHIBIT "2" TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE I / BUILDING 6  
(MEZZANINE LEVEL)**



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 218 BOCA RATON, FL. PH. 561-369-6176, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE INTERIOR LINE OF THE 6\" metal stud BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 47.00  
MEZZANINE FLOOR ELEVATION = 30.50  
OPTIONAL CEILING HEIGHT ELEVATION = 39.50
5. TOP OF ROOF PANEL OVER LOADING AREA ELEVATION = 32.50


**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- ☐ DENOTES CENTERLINE
- (TYP) DENOTES TYPICAL

NO.	BY	DATE
1	AT	1/20/02
2		
3		
4		

NO.	BY	DATE	DESCRIPTION
1	AT	1/20/02	REVISED MEZZANINE STAIR, AND REEF WALLS
2			
3			
4			

**PROPOSED MEZZANINE LEVEL PHASE I / BUILDING 6**

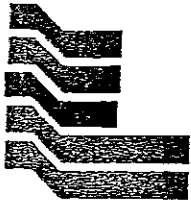


**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-3405

BY 1/2/02

JOB NO. 2402

SHEET NO. 5 OF 5



1850 Forest Hill Blvd.  
 Suite 100  
 West Palm Beach,  
 Florida 33406  
 Phone (561) 433-5405  
 Fax (561) 439-3882

# Landmark Surveying & Mapping, Inc.

## CONGRESS COMMERCE CENTER A CONDOMINIUM

(EXHIBIT "2" TO THE DECLARATION)

### SURVEYOR'S CERTIFICATE

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Phase 1, Building 7 of Congress Commerce Center, a condominium located on Congress Avenue, Delray Beach, Florida, 33445.
3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed, a new Certificate will be prepared which, together with the Declaration of the Condominium of Congress Commerce Center and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.
4. I hereby certify that the proposed survey for Phase 1, Building 7 of Congress Commerce Center, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meets the Requirements for Condominiums in Chapter 718, Florida Statutes.
5. Further Affiant sayeth naught.

By: C.S.P.  
 Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 26<sup>th</sup> day of November, 2002.

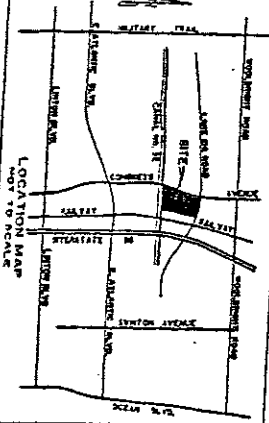
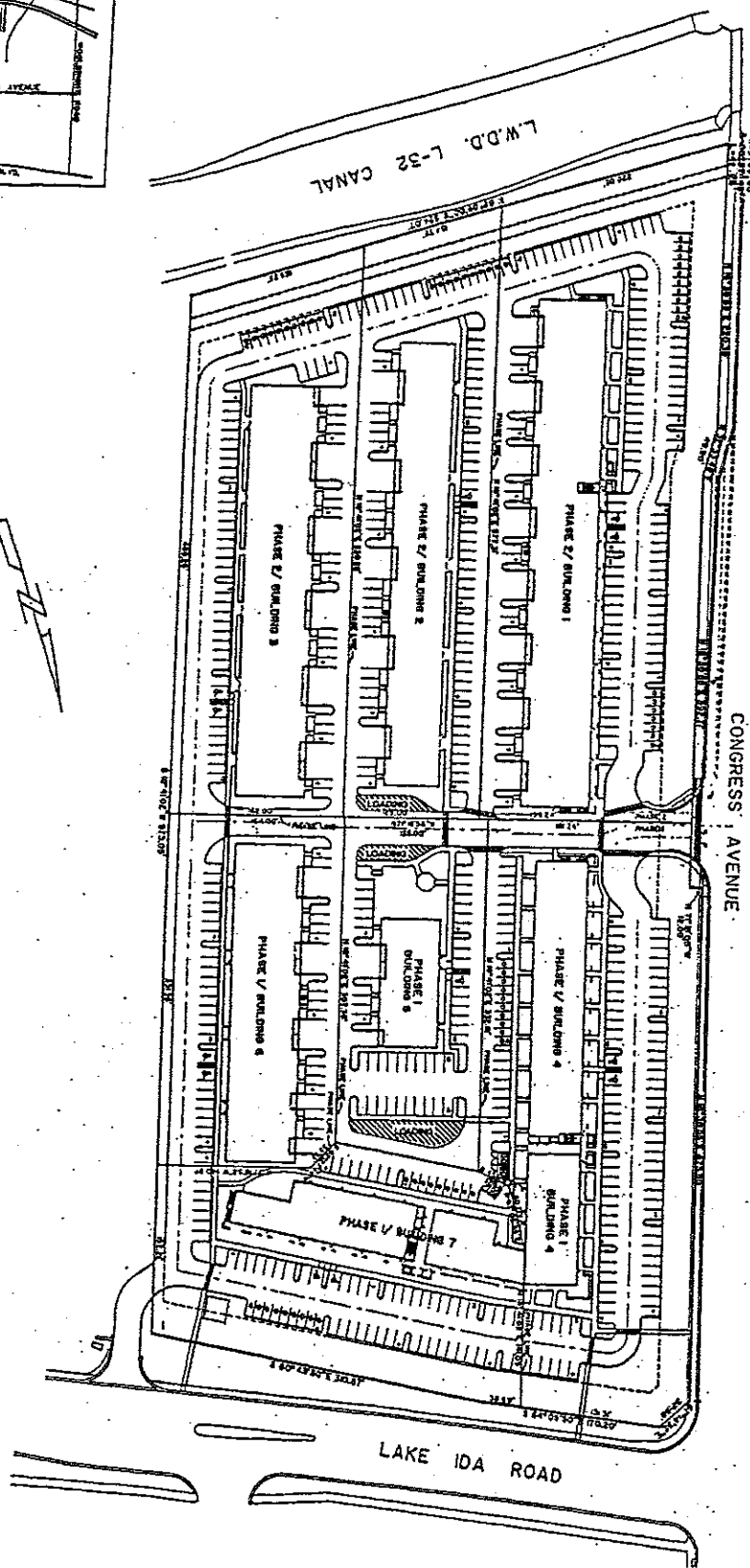
My Commission Expires:



Jennifer N. Robert  
 Notary Public, State of Florida

**Note:** Construction of this Condominium is not substantially completed. The within Surveyor's Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions and are not intended for use as construction documents.

EXHIBIT "2" TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 PHASE AND BUILDING DESIGNATION PLAN



NO.	DATE	DESCRIPTION

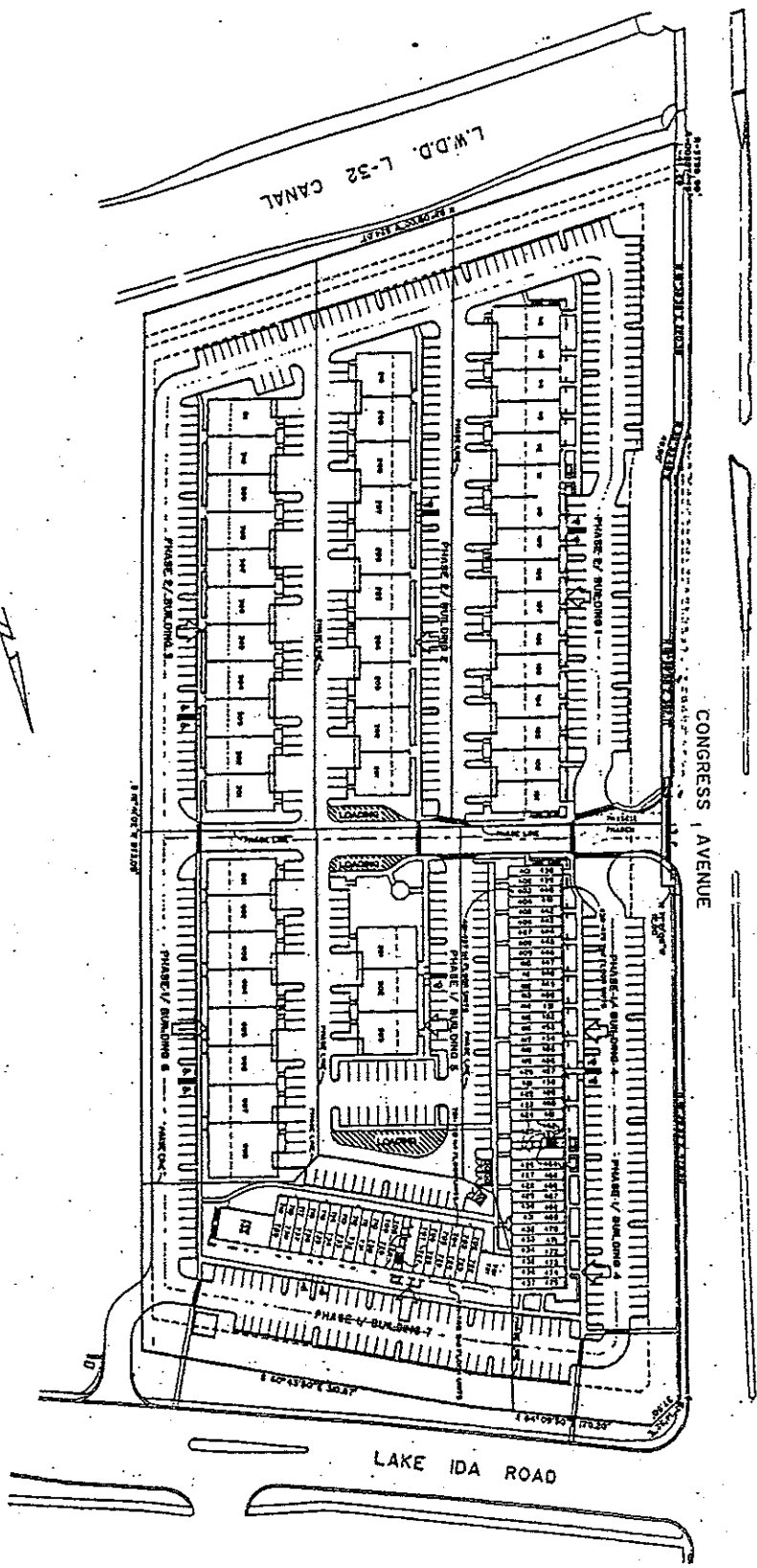
**PHASE AND BUILDING DESIGNATION PLAN**

Landmark Surveying & Mapping, Inc.  
 1000 Forest Hill Boulevard, Suite 100  
 West Chester, PA 19380  
 Phone: (610) 693-4400

JOB NO. 2402

DRAWING NO. 1 OF 5

EXHIBIT "A" TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 UNIT DESIGNATION PLAN



PHASE I BUILDING 1  
 PHASE I BUILDING 2  
 PHASE II BUILDING 3  
 PHASE II BUILDING 4  
 PHASE III BUILDING 5  
 PHASE III BUILDING 6  
 PHASE IV BUILDING 7  
 PHASE IV BUILDING 8

NO.	DATE	REVISION

**UNIT DESIGNATION PLAN**

Landmark Surveying & Mapping Inc.  
 4800 FOREST HILL BOULEVARD, SUITE 200  
 WEST PALM BEACH, FL 33410  
 PHONE: (561) 991-8000

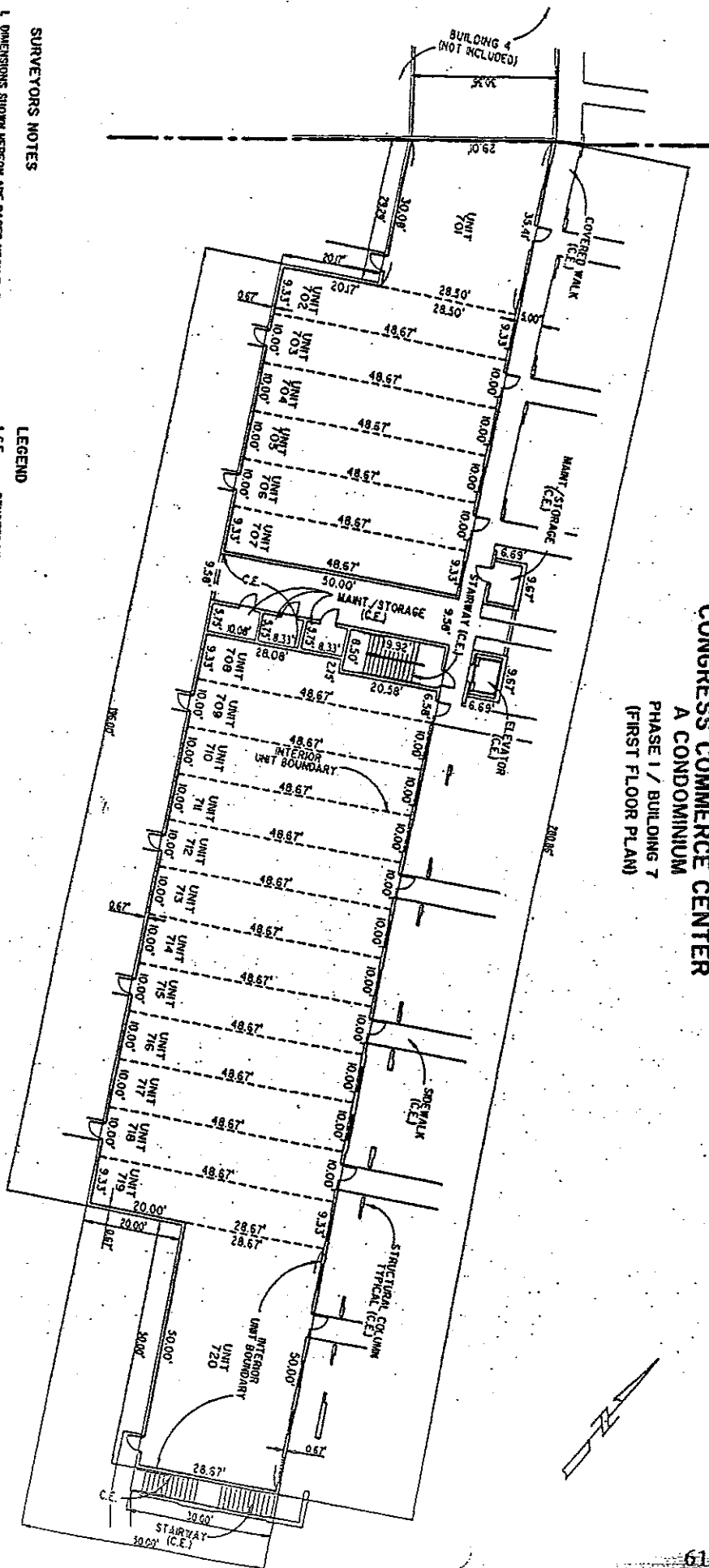
JOB NO. 2302

SHEET NO. 2 OF 5





**EXHIBIT "2" TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE I / BUILDING 7  
(FIRST FLOOR PLAN)**



- SURVEYORS NOTES**
1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 210 BOCA RATON, FL. PL. 58-356-5176, DATED 9/6/02
  2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
  3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE INTERIOR UNITS.
  4. FINISHED FLOOR ELEVATION = 17.00  
CEILING HEIGHT ELEVATION = 21.00

- LEGEND**
- L.C.E. DENOTES LIMITED COMMON ELEMENT
  - C.E. DENOTES COMMON ELEMENT
  - (TYP) DENOTES TYPICAL

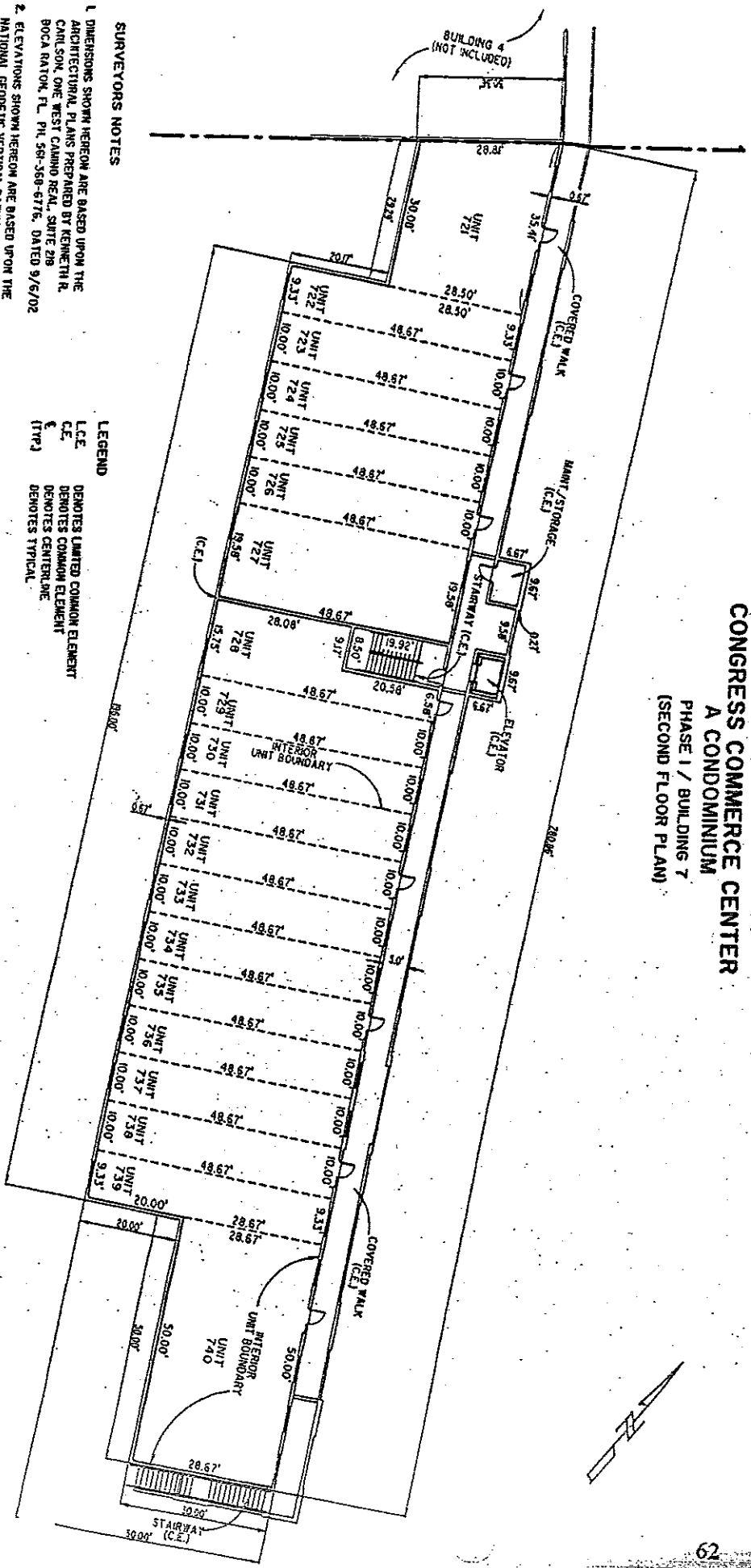
NO.	BY	DATE	REVISIONS
1			
2			
3			
4			

**PROPOSED FIRST FLOOR LEVEL PHASE I / BUILDING 7**

**Landmark Surveying & Mapping Inc.**  
4930 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE 1 (561) 433-9400

JOB NO. 2402      SHEET NO. 4 OF 5

**EXHIBIT '2' TO THE DECLARATION  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE I / BUILDING 7  
(SECOND FLOOR PLAN)**



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 208 BOCA RATON, FL. PH. 561-368-6176, DATED 9/6/02 NATIONAL GEODETIC VERTICAL DATUM 1929
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE INTERIOR UNITS.
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. SECOND FLOOR ELEVATION - 30.30  
OPTIONAL CEILING HEIGHT ELEVATION - 39.50

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- ⊕ DENOTES CENTERLINE
- (TYP.) DENOTES TYPICAL

NO	DATE

REVISIONS



**Landmark Surveying & Mapping Inc.**  
1050 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5905

JOB NO. 2402

SHEET NO. 5 OF 5

PROPOSED SECOND FLOOR LEVEL PHASE I / BUILDING 7



Landmark Surveying & Mapping, Inc.  
CONGRESS COMMERCE CENTER  
A CONDOMINIUM

1850 Forest Hill Blvd.  
 Suite 100  
 West Palm Beach,  
 Florida 33406  
 Phone (561) 433-5408  
 Fax (561) 439-3882

(EXHIBIT "2" TO THE DECLARATION)

SURVEYOR'S CERTIFICATE

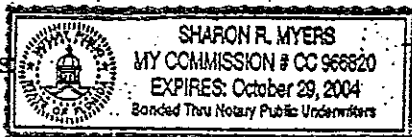
STATE OF FLORIDA  
 COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Phase 2, Building 1 of Congress Commerce Center, a condominium located on Congress Avenue, Delray Beach, Florida, 33445.
3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed, a new Certificate will be prepared which, together with the Declaration of the Condominium of Congress Commerce Center and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.
4. I hereby certify that the proposed survey for Phase 2, Building 1 of Congress Commerce Center, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meets the Requirements for Condominiums in Chapter 718, Florida Statutes.
5. Further Affiant sayeth naught.

By: Craig S. Pusey  
 Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 13 day of December, 2002.

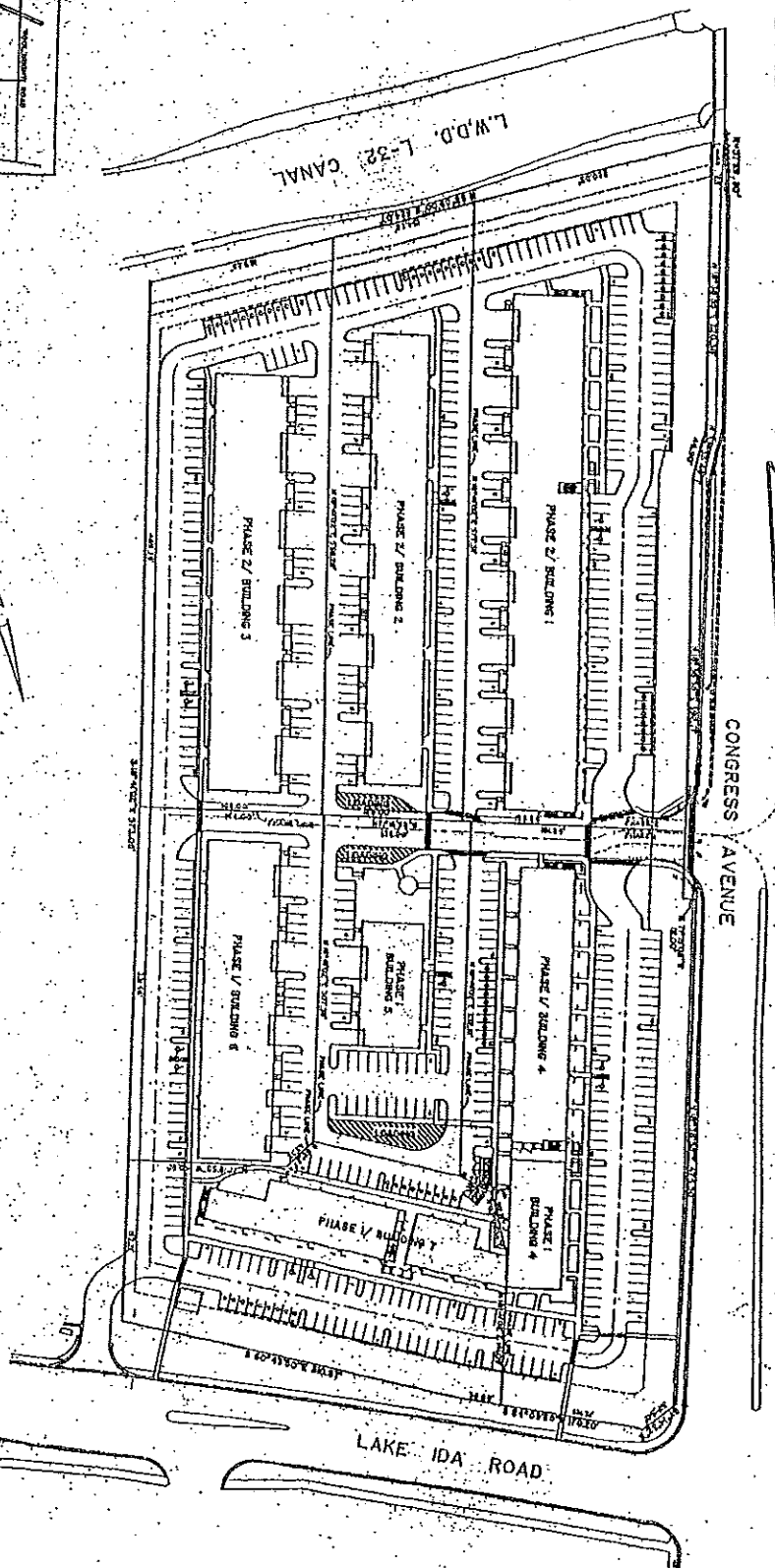
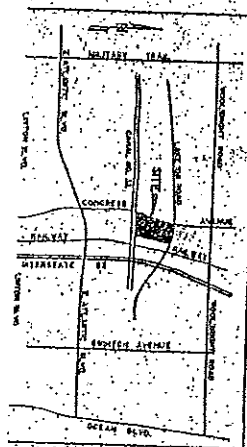


Sharon R. Myers  
 Notary Public, State of Florida

My Commission Expires

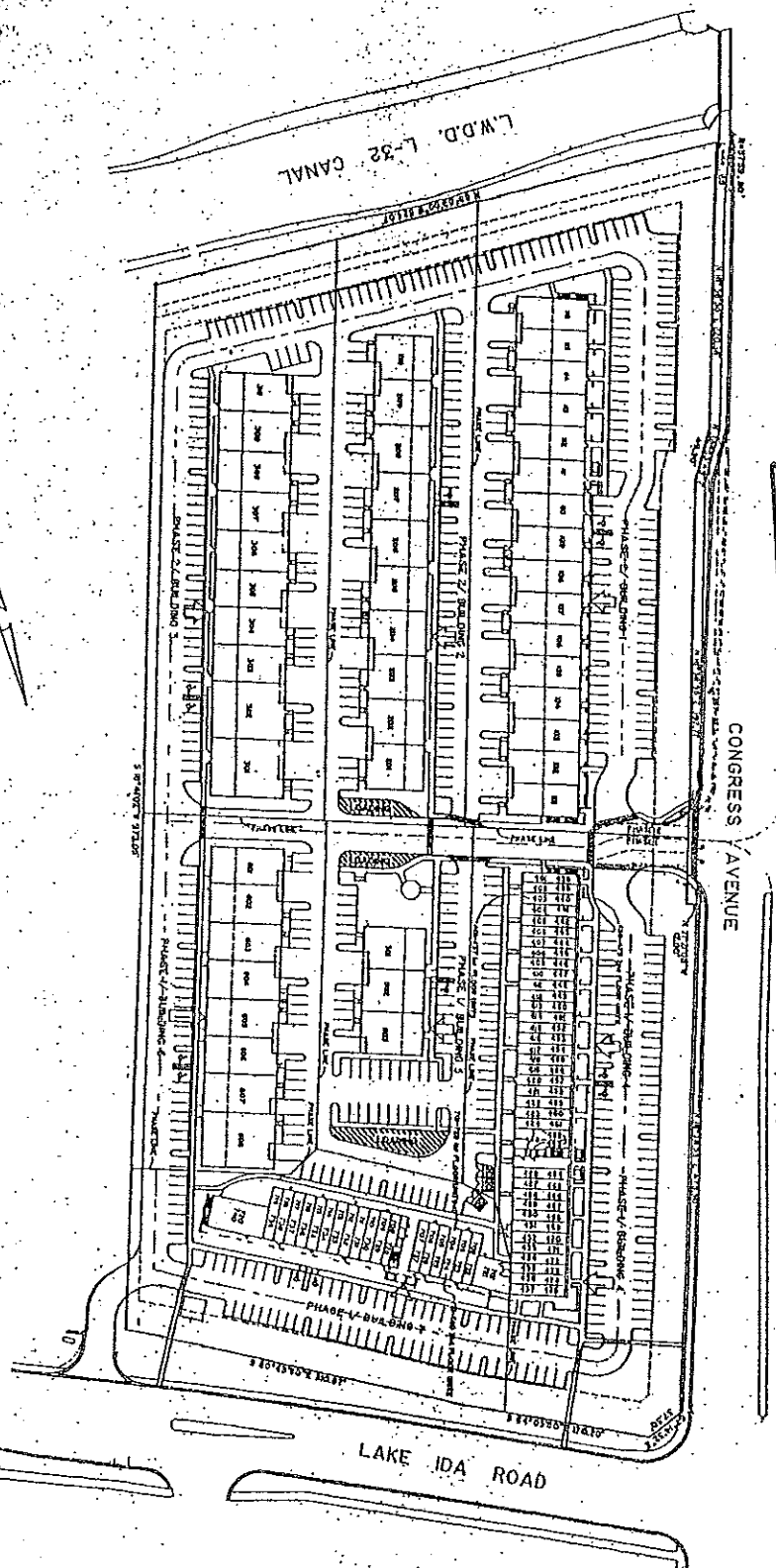
Note: Construction of this Condominium is not substantially completed. The within Surveyor's Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions and are not intended for use as construction documents.

EXHIBIT 22 TO THE DECLARATION  
 CONGRESS COMMERCE CENTER  
 A CONDOMINIUM  
 PHASE AND BUILDING DESIGNATION PLAN



PHASE AND BUILDING DESIGNATION PLAN  
 Landmark Surveying & Mapping Inc.  
 4800 POWER FALLS BLVD., SUITE 100  
 WEST VALLEY, UTAH 84116  
 PHONE: (801) 223-7400

CONGRESS SUMMIT CENTER  
A CONDOMINIUM  
UNIT DESIGNATION PLAN

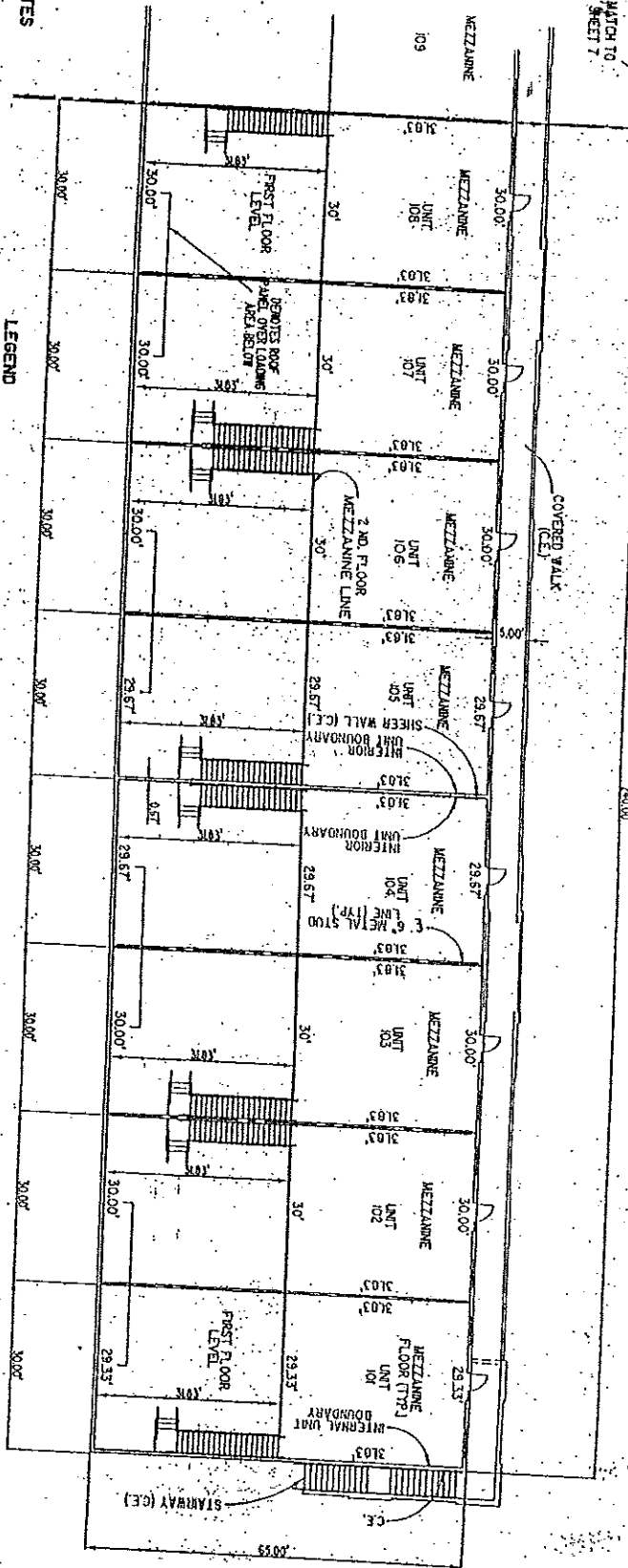


PHASE I BUILDING 1 - 1000 sq. ft. of finished floor area  
PHASE II BUILDING 2 - 1000 sq. ft. of finished floor area  
PHASE III BUILDING 3 - 1000 sq. ft. of finished floor area  
PHASE IV BUILDING 4 - 1000 sq. ft. of finished floor area  
PHASE V BUILDING 5 - 1000 sq. ft. of finished floor area  
PHASE VI BUILDING 6 - 1000 sq. ft. of finished floor area  
PHASE VII BUILDING 7 - 1000 sq. ft. of finished floor area  
PHASE VIII BUILDING 8 - 1000 sq. ft. of finished floor area  
PHASE IX BUILDING 9 - 1000 sq. ft. of finished floor area  
PHASE X BUILDING 10 - 1000 sq. ft. of finished floor area  
PHASE XI BUILDING 11 - 1000 sq. ft. of finished floor area  
PHASE XII BUILDING 12 - 1000 sq. ft. of finished floor area  
PHASE XIII BUILDING 13 - 1000 sq. ft. of finished floor area  
PHASE XIV BUILDING 14 - 1000 sq. ft. of finished floor area  
PHASE XV BUILDING 15 - 1000 sq. ft. of finished floor area  
PHASE XVI BUILDING 16 - 1000 sq. ft. of finished floor area  
PHASE XVII BUILDING 17 - 1000 sq. ft. of finished floor area  
PHASE XVIII BUILDING 18 - 1000 sq. ft. of finished floor area  
PHASE XIX BUILDING 19 - 1000 sq. ft. of finished floor area  
PHASE XX BUILDING 20 - 1000 sq. ft. of finished floor area  
PHASE XXI BUILDING 21 - 1000 sq. ft. of finished floor area  
PHASE XXII BUILDING 22 - 1000 sq. ft. of finished floor area  
PHASE XXIII BUILDING 23 - 1000 sq. ft. of finished floor area  
PHASE XXIV BUILDING 24 - 1000 sq. ft. of finished floor area  
PHASE XXV BUILDING 25 - 1000 sq. ft. of finished floor area  
PHASE XXVI BUILDING 26 - 1000 sq. ft. of finished floor area  
PHASE XXVII BUILDING 27 - 1000 sq. ft. of finished floor area  
PHASE XXVIII BUILDING 28 - 1000 sq. ft. of finished floor area  
PHASE XXIX BUILDING 29 - 1000 sq. ft. of finished floor area  
PHASE XXX BUILDING 30 - 1000 sq. ft. of finished floor area

UNIT DESIGNATION PLAN  
Landscape Surveying & Mapping Inc.  
3001 W. 10th Street, Suite 100  
Tulsa, Oklahoma 74107  
Phone: (918) 438-1234



**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
**PHASE 2 / BUILDING 1**  
**(MEZZANINE LEVEL)**



**SURVEYORS NOTES**

MEASUREMENTS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. JACOBSON, ONE WEST CLAYTON BEACH, SUITE 208, JACOBA BEACH, FL. PH. 561-368-5776, DATED 9/8/02.

ELEVATIONS SHOWN HEREON ARE BASED UPON THE ATYPICAL GEODETIC VERTICAL DATUM 8529.

INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN OR UNITS.

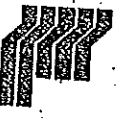
FINISHED FLOOR ELEVATION = 11.00  
 MEZZANINE FLOOR ELEVATION = 30.50  
 TYPICAL CEILING HEIGHT ELEVATION = 39.50  
 OP OF ROOF PANEL OVER LOADING AREA ELEVATION =

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- ☉ DENOTES CENTERLINE
- (TYP.) DENOTES TYPICAL

NO.	DATE	REVISIONS
1	6/27/02	REVISED TO ADD SHEET WALLS
2		
3		
4		

**PROPOSED MEZZANINE LEVEL PHASE 2 / BUILDING 1**

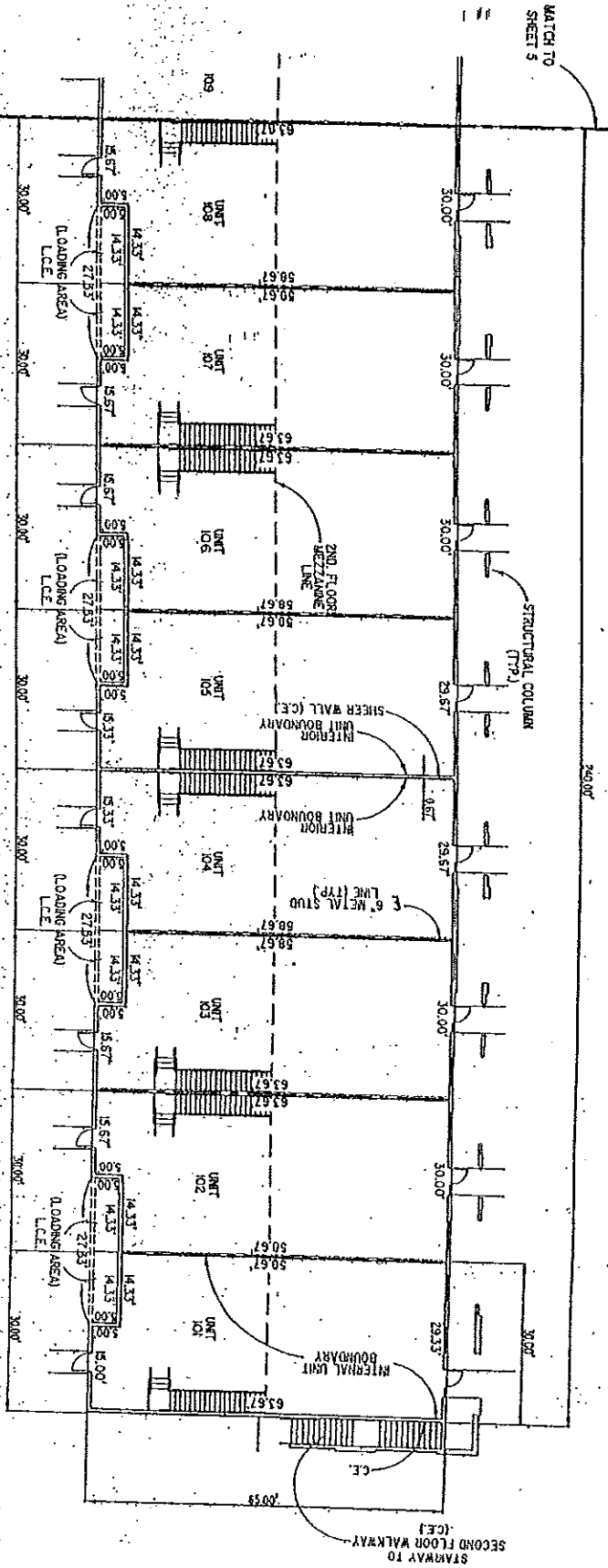


**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 423-3403

JOB NO. 2402 SHEET NO. 6 OF 7



EXHIBIT 2.10 THE DECLARATION  
**CONGRESS COMMERCIAL CENTER**  
 A CONDOMINIUM  
 PHASE 2 / BUILDING 1  
 (FIRST FLOOR PLAN)



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST PALM BEACH REAL STATE 28 BOCA RATON, FL. PH. 561-358-5716, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 71.20  
 MEZZANINE FLOOR ELEVATION = 32.50  
 OPTIONAL CEILING HEIGHT ELEVATION = 39.50

**LEGEND**

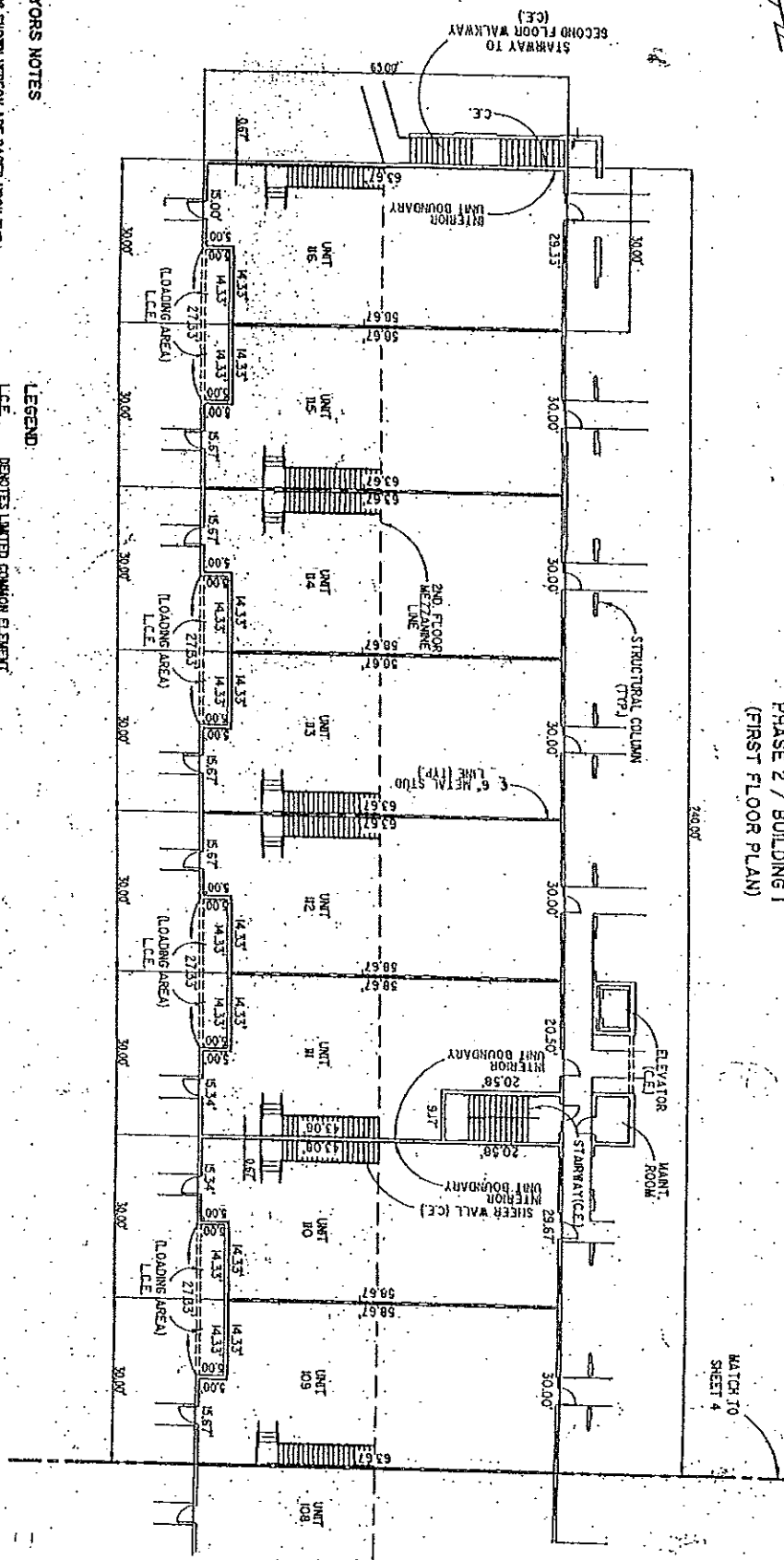
- L.C.E. DENOTES LIMITED COMMON ELEMENT
- - - C.E. DENOTES COMMON ELEMENT
- (TTT) DENOTES CENTERLINE
- DENOTES TYPICAL

1	11. 12/2/02	REVISED TO ADD SHEET WALLS
2		
3		
4		

**PROPOSED FIRST FLOOR LEVEL, PHASE 2 / BUILDING 1**

**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 433-3403

# CONGRESS COMMERCE CENTER A CONDOMINIUM PHASE 2 / BUILDING 1 (FIRST FLOOR PLAN)



### SURVEYORS NOTES

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST GARDNER REAL, SUITE 208, BOCA RATON, FL. PH. 561-366-8776, DATED 9/6/02.
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE FINAL REOMETRIC VERTICAL DATUM 1523.
3. ALL ERROR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 171.00
5. MEZZANINE FLOOR ELEVATION = 30.50
6. OPTIONAL CEILING HEIGHT ELEVATION = 39.50

### LEGEND:

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- 6" DENOTES CENTERLINE
- (TTP) DENOTES TYPICAL

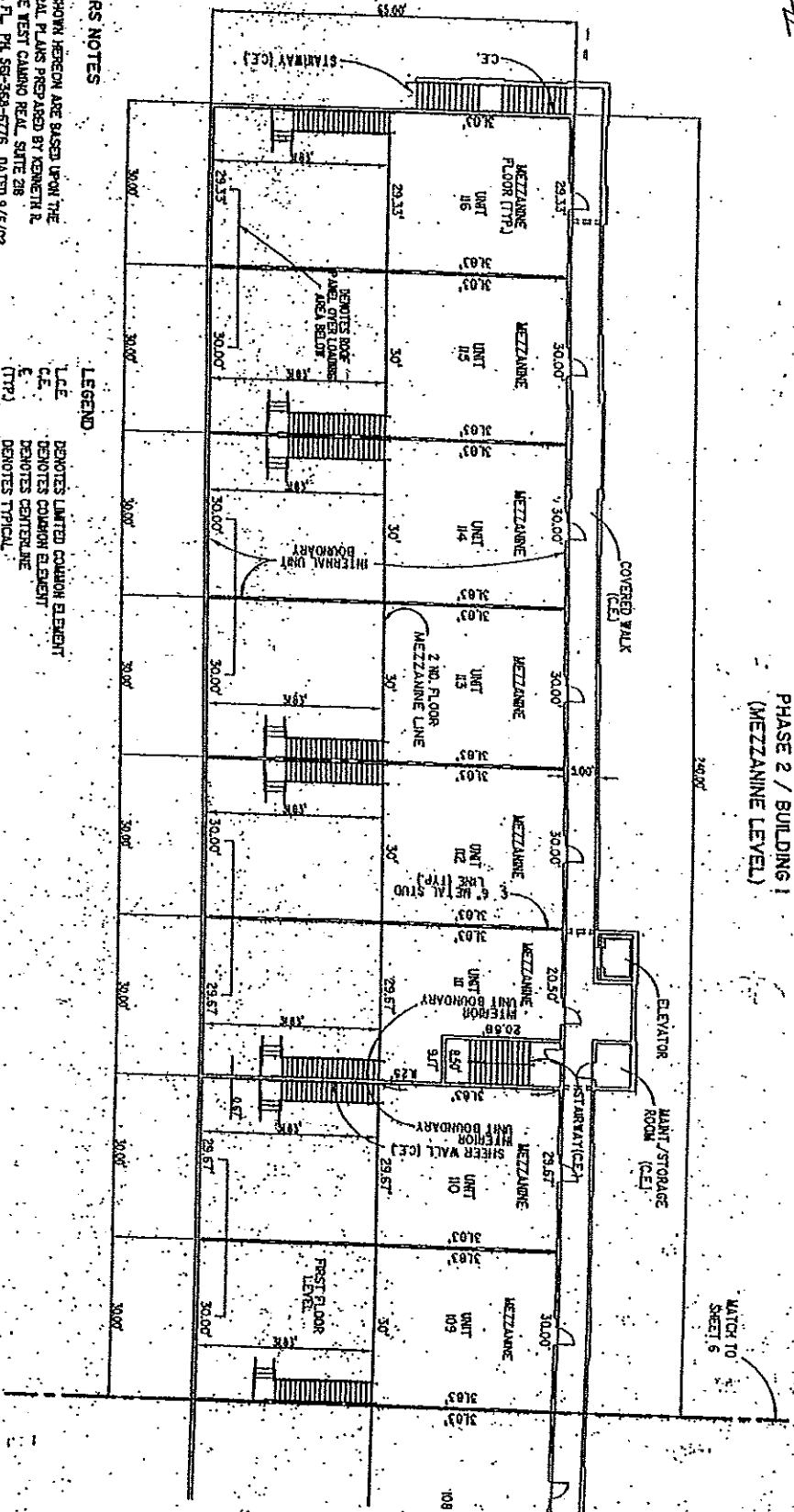
No.	DT	DATE	REVISIONS
1	DT	02/27/02	ISSUED TO JOB SPECIFIC WALLS
2			
3			
4			

**PROPOSED FIRST FLOOR LEVEL PHASE 2 / BUILDING 1**

**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5403

JOB NO. 2402      SHEET NO. 5 OF 7

A. CONDOMINIUM  
 PHASE 2 / BUILDING 1  
 (MEZZANINE LEVEL)



**SURVEYORS NOTES**


1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARSON, ONE WEST CAMINO REAL, SUITE 208 BOCA RATON, FL. PL. 58-369-6776, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODESIC VERTICAL DATUM 1988.
3. BETWEEN UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 12.00  
 MEZZANINE FLOOR ELEVATION = 20.50  
 OPTIONAL CEILING HEIGHT ELEVATION = 19.50
5. TOP OF ROOF PANEL OVER LOADING AREA ELEVATION = 32.4.

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- ☐ DENOTES CENTERLINE
- DENOTES TYPICAL

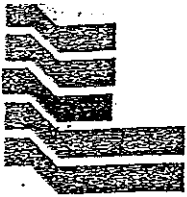
NO.	REV.	DATE	DESCRIPTION
1	1.0	12/2/02	REVISED TO ADD SHEET WALLS
2			
3			
4			

**PROPOSED MEZZANINE LEVEL PHASE 2 / BUILDING 1**



Landmark Surveying & Mapping Inc.  
 850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 433-4400

JOB NO. 2402 SHEET NO. 7 OF 7



# Landmark Surveying & Mapping, Inc.

1850 Forest Hill Blvd.  
Suite 100  
West Palm Beach,  
Florida 33406  
Phone (561) 433-5405  
Fax (561) 439-3882

## CONGRESS COMMERCE CENTER A CONDOMINIUM

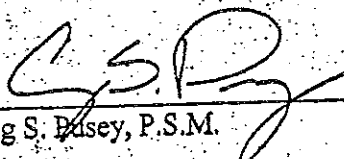
(EXHIBIT "2" TO THE DECLARATION)

### SURVEYOR'S CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

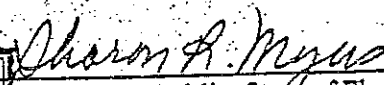
1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Phase 2, Building 2 of Congress Commerce Center, a condominium located on Congress Avenue, Delray Beach, Florida, 33445.
3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed, a new Certificate will be prepared which, together with the Declaration of the Condominium of Congress Commerce Center and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.
4. I hereby certify that the proposed survey for Phase 2, Building 2 of Congress Commerce Center, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meets the Requirements for Condominiums in Chapter 718, Florida Statutes.
5. Further Affiant sayeth naught.

By:   
Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 13 day of December, 2002.

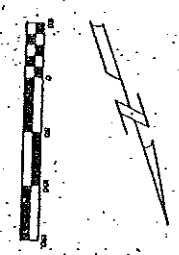
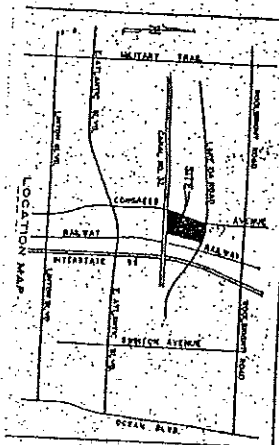
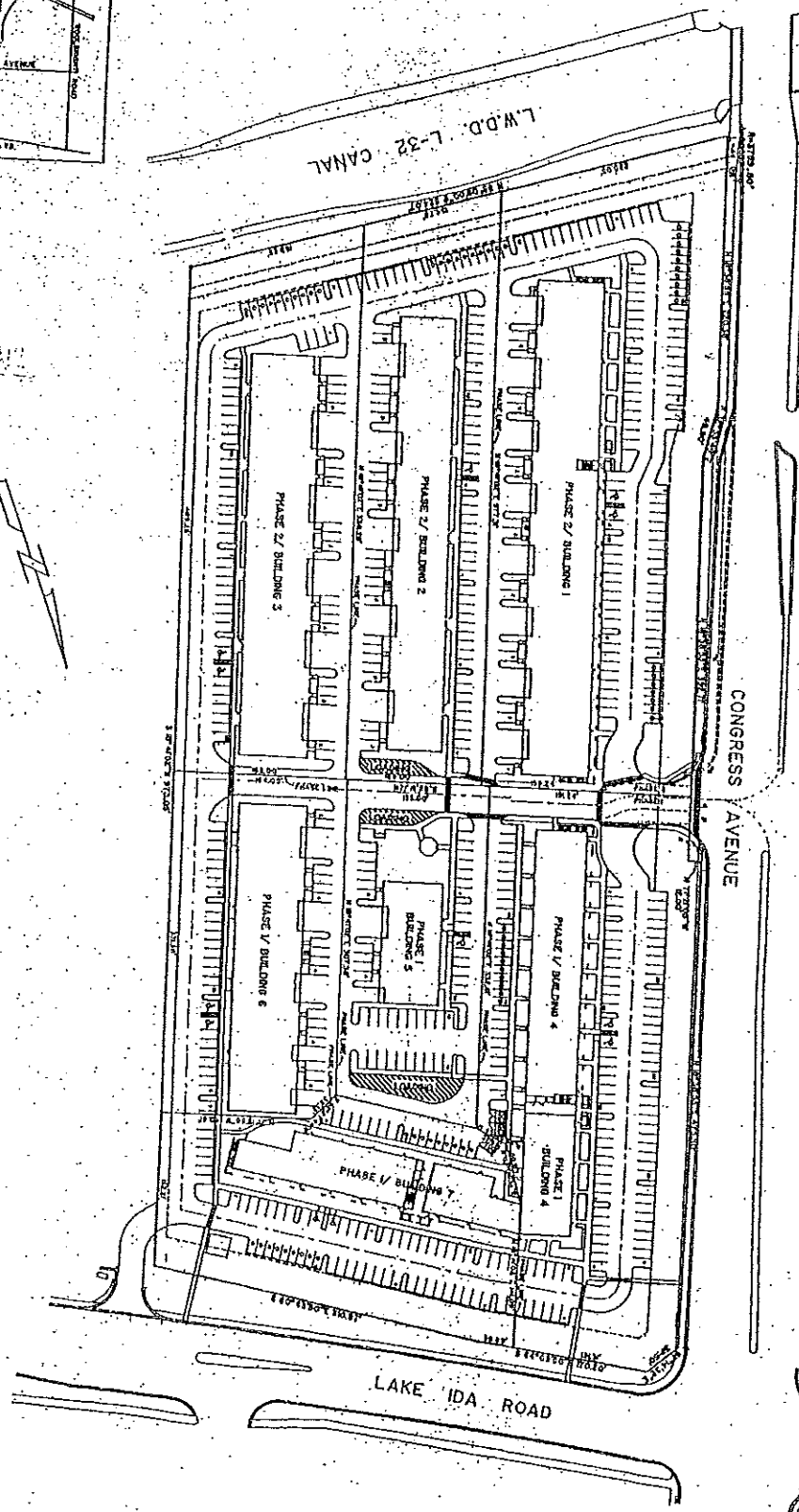
My Commission Expires:




  
Notary Public, State of Florida

Note: Construction of this Condominium is not substantially completed. The within Surveyor's Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions and are not intended for use as construction documents.

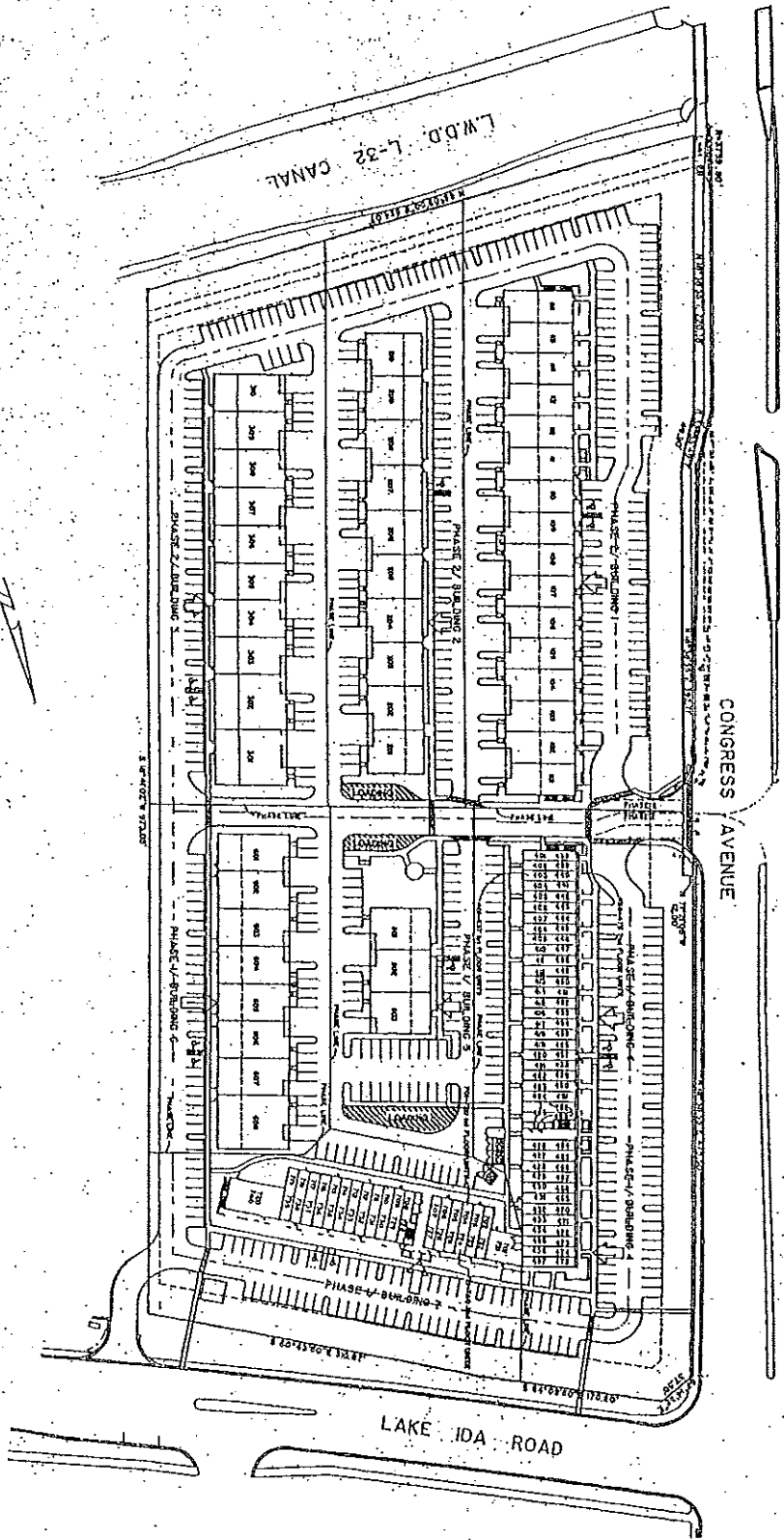
CONGRESS COMMERCE CENTER  
 A CONDOMINIUM  
 PHASE AND BUILDING DESIGNATION PLAN



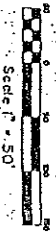
PHASE AND BUILDING DESIGNATION PLAN


 Landmark Surveying & Mapping, Inc.  
 4800 ROBERTS ROAD, SUITE 200  
 WEST PALM BEACH, FL 33411  
 PHONE: 561-833-4400

CONGRESS COMMERCE CENTER  
 A CONDOMINIUM  
 UNIT DESIGNATION PLAN



PHASE 1/BUILDING 1 - Units 101 thru 120  
 PHASE 2/BUILDING 2 - Units 201 thru 220  
 PHASE 3/BUILDING 3 - Units 301 thru 320

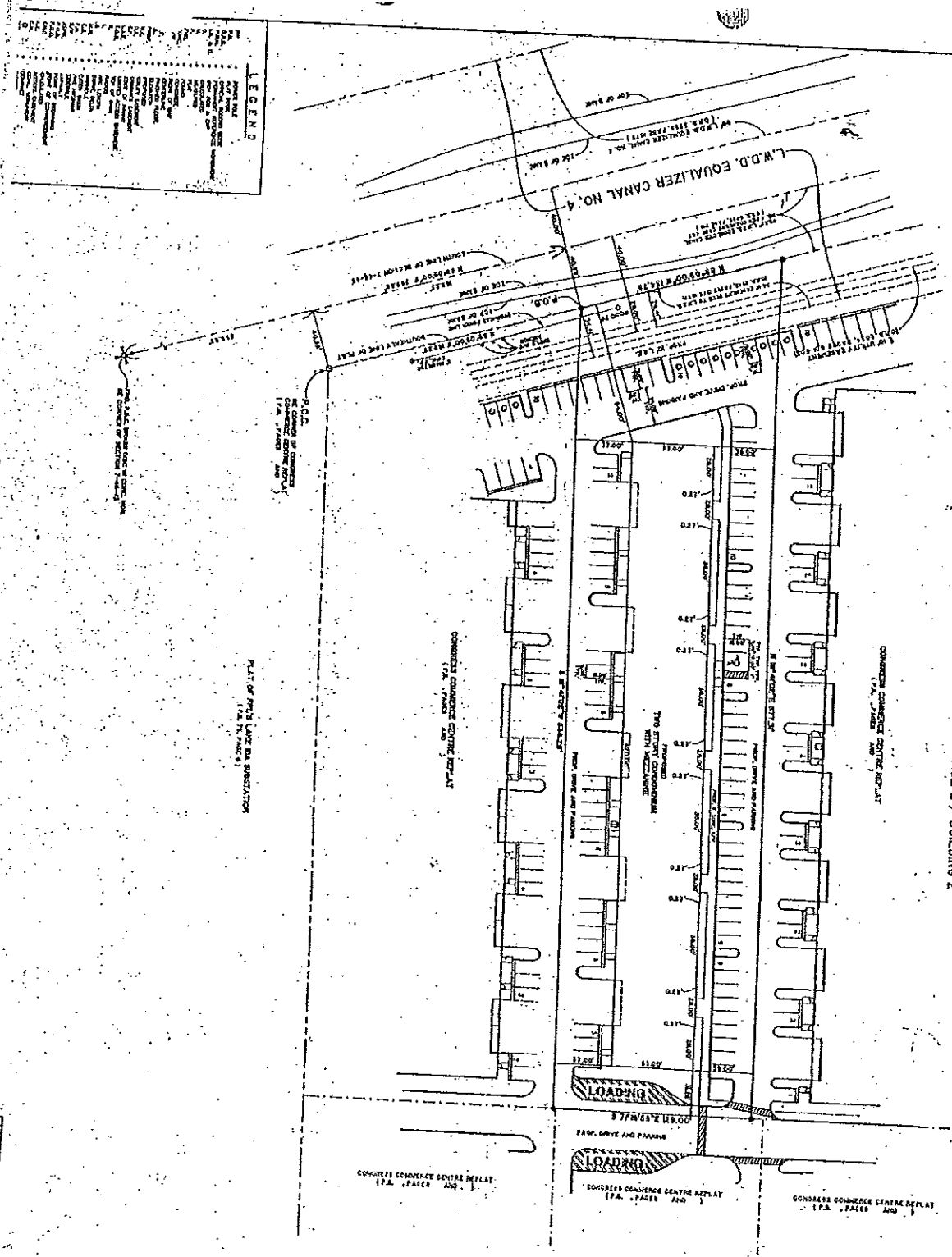


NO.	DESCRIPTION	DATE

**UNIT DESIGNATION PLAN**

Landmark Surveying & Mapping, Inc.  
 2501 WEST PALM BLVD., SUITE 200  
 BOCA RATON, FL 33433  
 PHONE: (561) 991-3300

CONGRESS COMMERCIAL CENTER  
 (EXHIBIT 2 TO THE DECLARATION)  
 PHASE 2 / BUILDING 2



- SURVEY NOTES:**
- 1) NO SHOW OF THE PLAT RECORDS WAS MADE BY THE OFFICE
  - 2) NO DATA WERE OBTAINED FROM THE RECORDS OF THE OFFICE
  - 3) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 4) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 5) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 6) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
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  - 10) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 11) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 12) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 13) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 14) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
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  - 19) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW
  - 20) THE RECORDS SHOWING THE PLAT RECORDS OF THE OFFICE ARE NOT TO BE RELIED UPON AS EVIDENCE IN ANY COURT OF LAW

**LEGAL DESCRIPTION:**

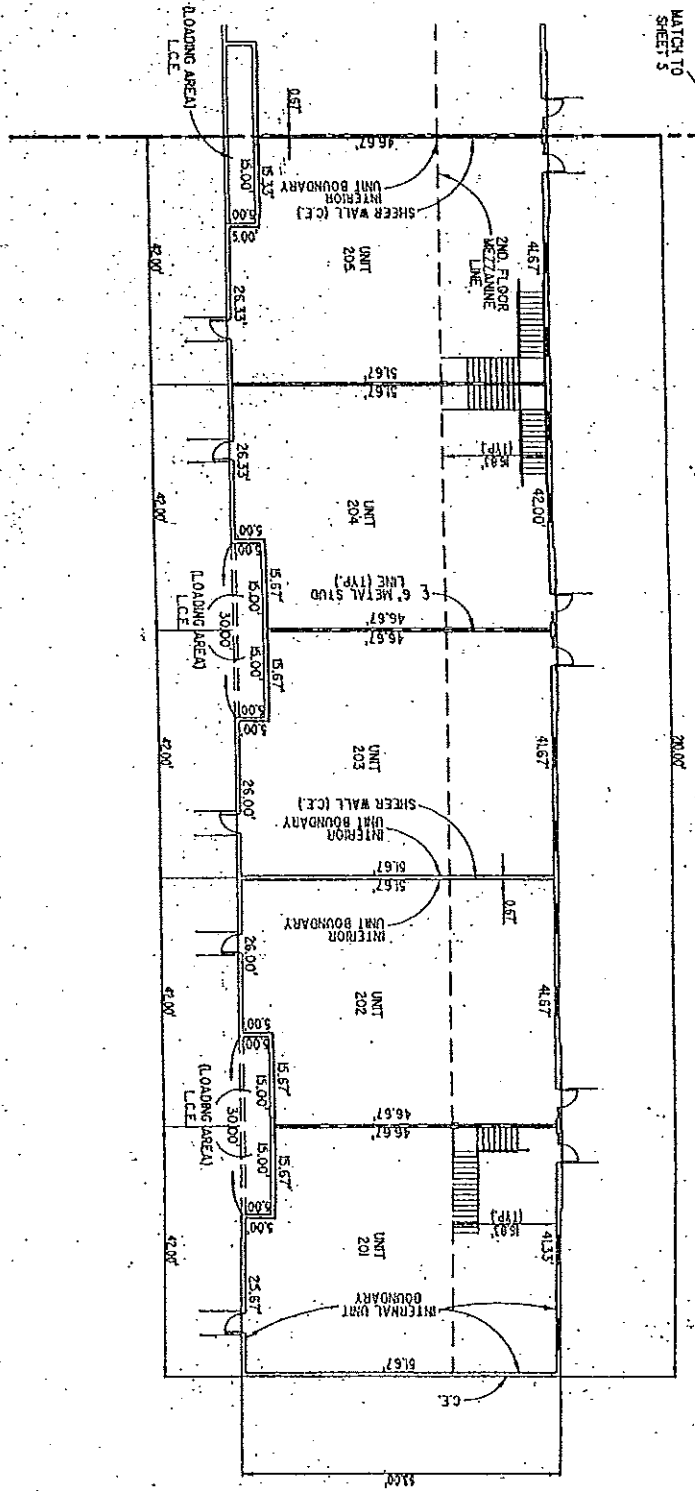
ALL PARTS OF LAND BEING A PORTION OF TRACT NO. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DATE LAST RECD. FROM: 11/18/82  
 DRAWN BY: CHAS. S. HAYES  
 PROFESSIONAL SURVEYOR AND MAPPER  
 LICENSE NO. 12345  
 THE STATE OF MICHIGAN  
 AND MAPS MADE BY THE SURVEYOR ABOVE

CONGRESS COMMERCIAL CENTER REFLAT  
 PHASE 2, BUILDING 2

CONDUCTOR SURVEYING & MAPPING INC.	DATE: 11/18/82
CHAS. S. HAYES	DATE: 11/18/82
PROFESSIONAL SURVEYOR AND MAPPER	DATE: 11/18/82
LICENSE NO. 12345	DATE: 11/18/82
THE STATE OF MICHIGAN	DATE: 11/18/82
AND MAPS MADE BY THE SURVEYOR ABOVE	DATE: 11/18/82

**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
**PHASE 2 / BUILDING 2**  
**(FIRST FLOOR PLAN)**



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY GENETH R. CARLSON, ONE WEST CANAL ROAD, SUITE 208 BOCA RATON, FL. PK. 58-368-6716, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 17.00  
 MEZZANINE FLOOR ELEVATION = 30.50  
 OPTIMAL CEILING HEIGHT ELEVATION = 39.50

**LEGEND**

- DENOTES LIMITED COMMON ELEMENT
- - - DENOTES COMMON ELEMENT
- ⊕ DENOTES CENTRAL
- (TYP.) DENOTES TYPICAL

NO.	BY	DATE	REVISION
1	JL	02/27/02	REVISED PER CLIENT SHEET WALLS/MEZZANINES
2			
3			
4			

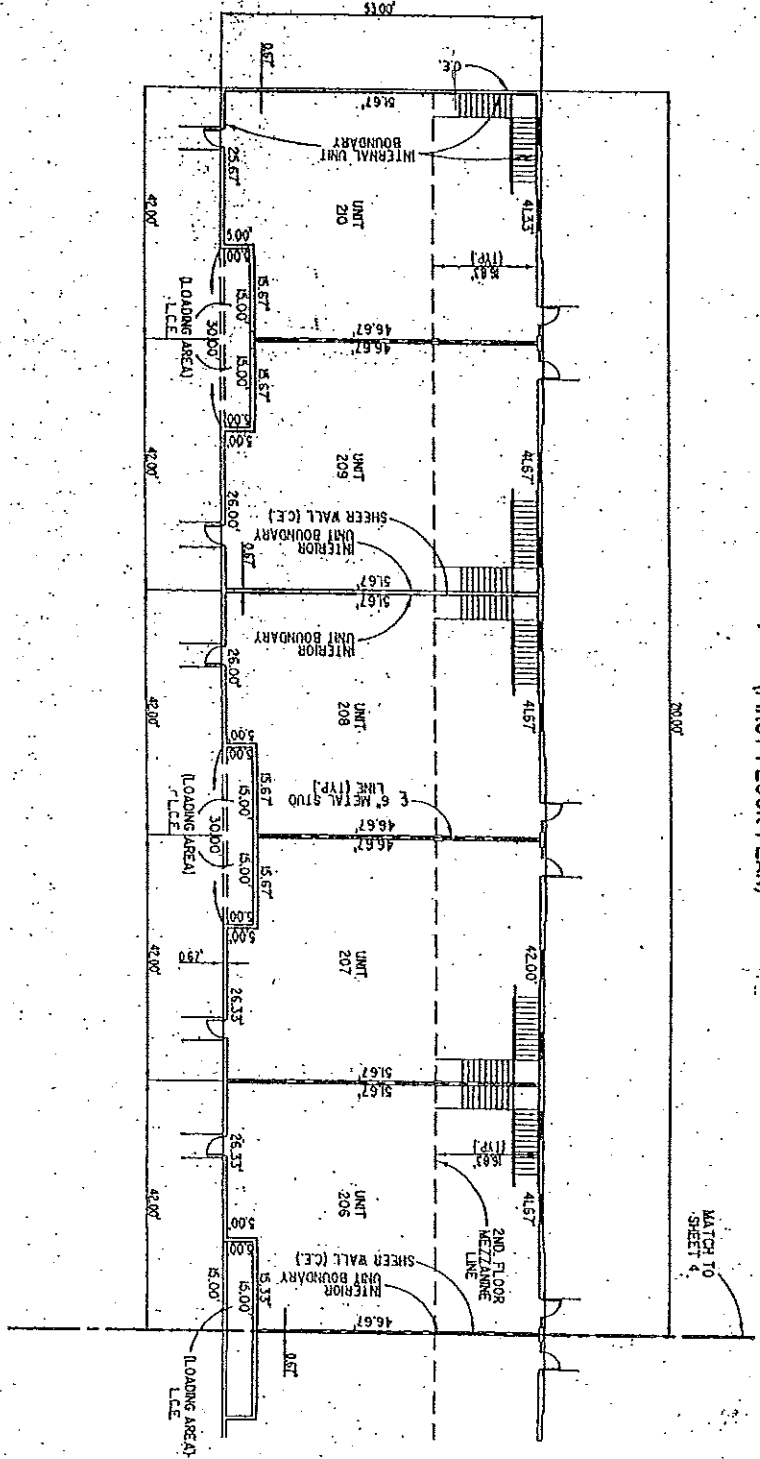
**PROPOSED FIRST FLOOR LEVEL PHASE 2 / BUILDING 2**

**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE : (561) 433-5405

JOB NO. : 2402      SHEET NO. 4 OF 7



**CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE 2 / BUILDING 2  
(FIRST FLOOR PLAN)**



**SURVEYORS NOTES:**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CANAL ROAD, SUITE 208, BOCA RATON, FL. PH. 561-388-8776, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 829
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. FINISHED FLOOR ELEVATION = 17.00  
MEZZAINE FLOOR ELEVATION = 30.50  
OPTIMAL CEILING HEIGHT ELEVATION = 39.50

**LEGEND**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- ⊕ DENOTES CENTERLINE
- (TYP) DENOTES TYPICAL

NO.	DATE	DESCRIPTION
1	12/7/02	REVISED PER CLIENT
2		
3		
4		

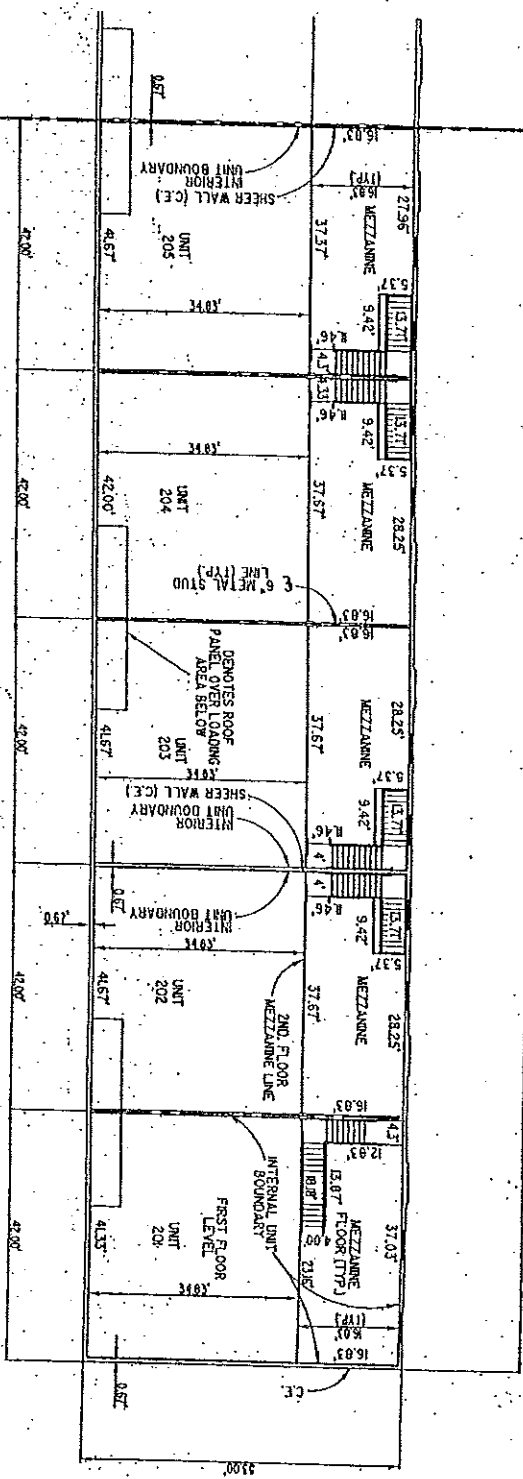
**PROPOSED FIRST FLOOR LEVEL PHASE 2 / BUILDING 2**

**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33409  
 PHONE: (561) 433-3403

JOB NO. 2402      SF 4306      SHEET NO. 5 OF 7

# CONGRESS COMMERCE CENTER A CONDOMINIUM PHASE 2 / BUILDING 2 (MEZZANINE LEVEL)

MATCH TO SHEET 7



### SURVEYORS NOTES


1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY JENNIFER R. CARLSON, ONE WEST PALM BEACH, SUITE 208 BOCA RATON, FL. PR. 561-368-6776, DATED 9/6/02.
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1989.
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. SECOND FLOOR ELEVATION = 30.50  
OPTIONAL CEILING HEIGHT ELEVATION = 39.50
5. TOP OF ROOF PANEL OVER LOADING AREA ELEVATION = 32.3

### LEGEND

- C.E. DENOTES COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- § DENOTES CENTERLINE
- (TYP.) DENOTES TYPICAL.

NO.	REV.	DATE	DESCRIPTION
1	1	02/02	REVISED PER CLIENT
2			
3			
4			

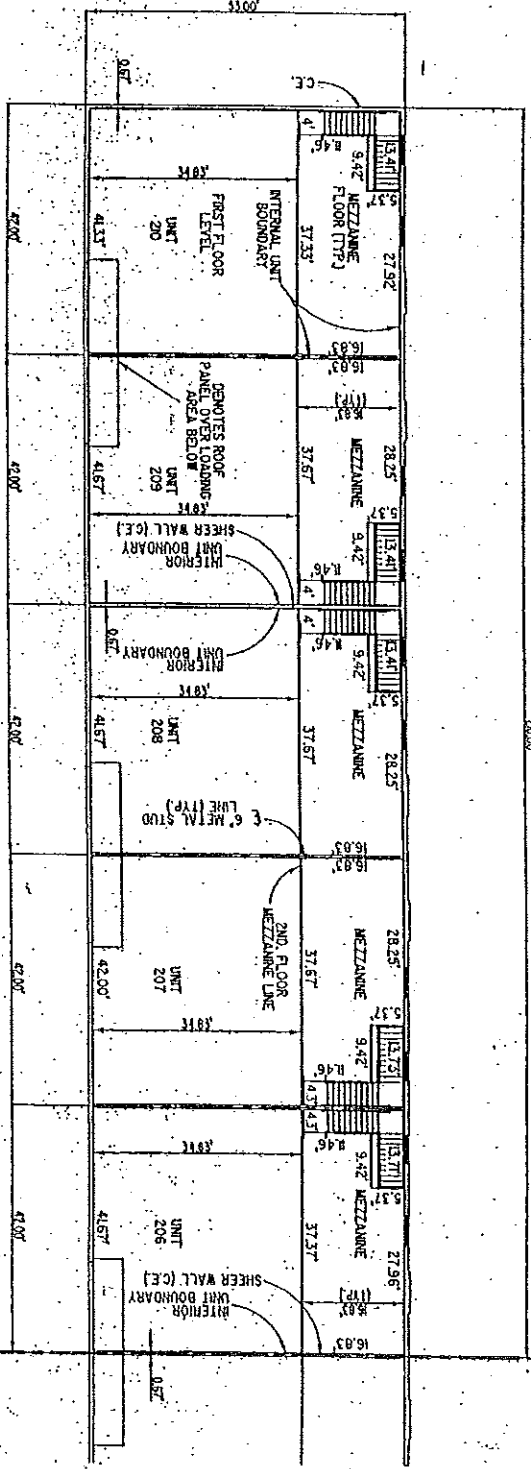
PROPOSED MEZZANINE LEVEL PHASE 2 / BUILDING 2



Landmark Surveying & Mapping Inc.  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

JOB NO. 2402      SHEET NO. 5 OF 7

**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
**PHASE 2 / BUILDING 2**  
**(MEZZANINE LEVEL)**



MATCH TO SHEET 5

**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST PALM BEACH, SUITE 218 BOCA RATON, FL. PR. 58-368-6776. DATED 9/5/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.
4. SECOND FLOOR ELEVATION = 30.50  
 OPTIONAL CEILING HEIGHT ELEVATION = 38.50  
 ELEVATION = 32.5
5. TOP OF ROOF PANEL OVER LOADING AREA

**LEGEND**

- LINE DENOTES UNITED COMMON ELEMENT
- LINE DENOTES COMMON ELEMENT
- LINE DENOTES CENTERLINE
- LINE DENOTES TYPICAL

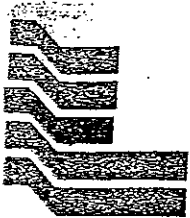
NO.	BY	DATE	REVISIONS
1	LT	12/2/02	REVISED FOR CLIENT
2			
3			
4			

NO.	BY	DATE	REVISIONS
1	LT	12/2/02	REVISED FOR CLIENT
2			
3			
4			

**PROPOSED MEZZANINE LEVEL PHASE 2 / BUILDING 2**

**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 433-5405

JOB NO. 2402      SHEET NO. 7 OF 7



# Landmark Surveying & Mapping, Inc.

1850 Forest Hill Blvd.  
Suite 100  
West Palm Beach,  
Florida 33406  
Phone (561) 433-5405  
Fax (561) 439-3882

## CONGRESS COMMERCE CENTER A CONDOMINIUM

(EXHIBIT "2" TO THE DECLARATION)

### SURVEYOR'S CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

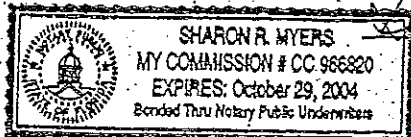
1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Phase 2, Building 3 of Congress Commerce Center, a condominium located on Congress Avenue, Delray Beach, Florida, 33445.
3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed, a new Certificate will be prepared which, together with the Declaration of the Condominium of Congress Commerce Center and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.
4. I hereby certify that the proposed survey for Phase 2, Building 3 of Congress Commerce Center, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meets the Requirements for Condominiums in Chapter 718, Florida Statutes.
5. Further Affiant sayeth naught.

By: \_\_\_\_\_

*CSP*  
Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 13 day of December, 2002.

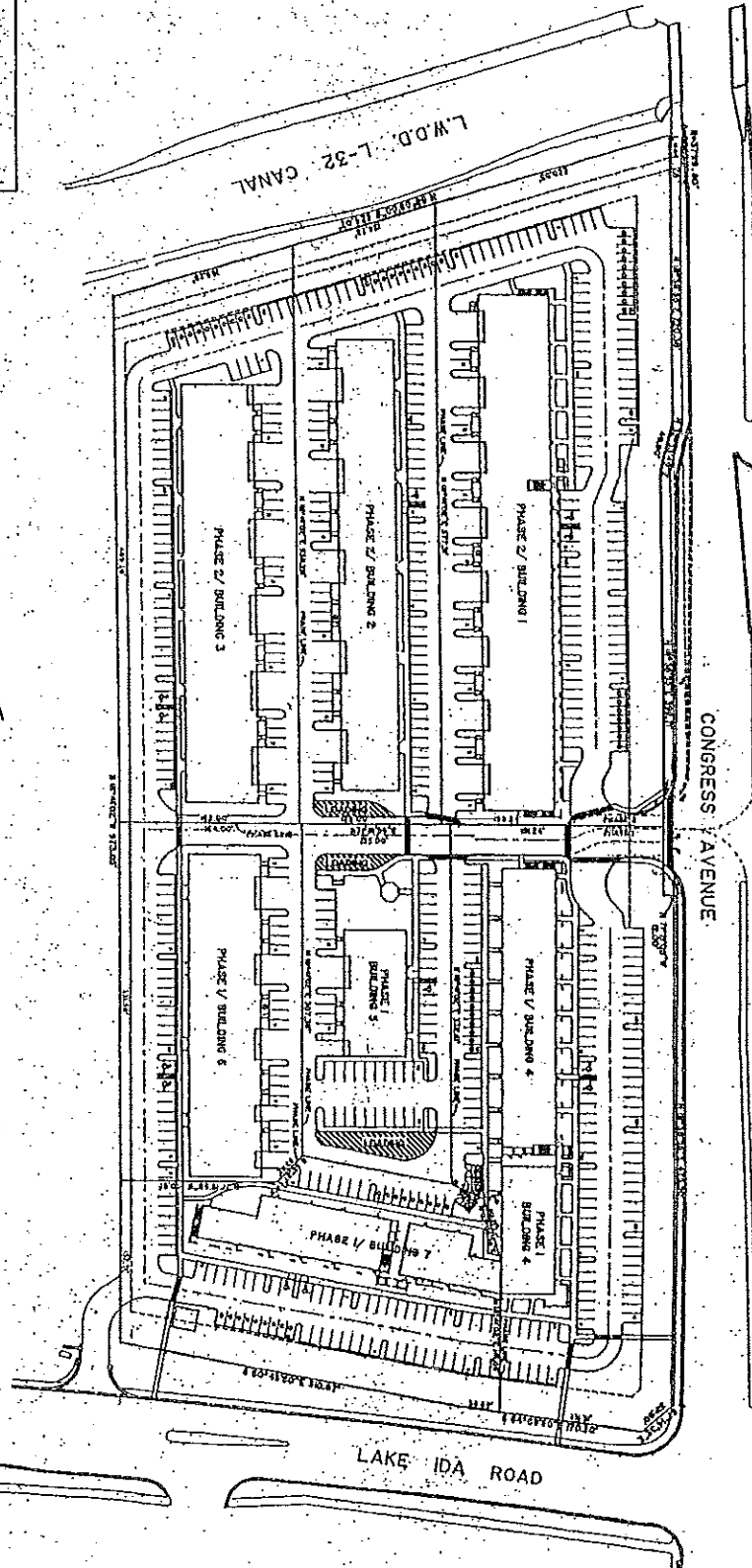
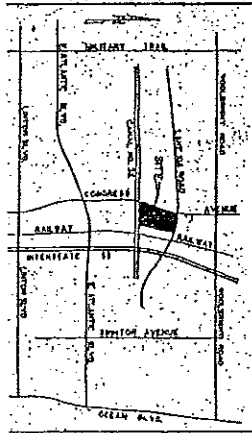
My Commission Expires:



*Sharon R. Myers*  
Notary Public, State of Florida

Note: Construction of this Condominium is not substantially completed. The within Surveyor's Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions and are not intended for use as construction documents.

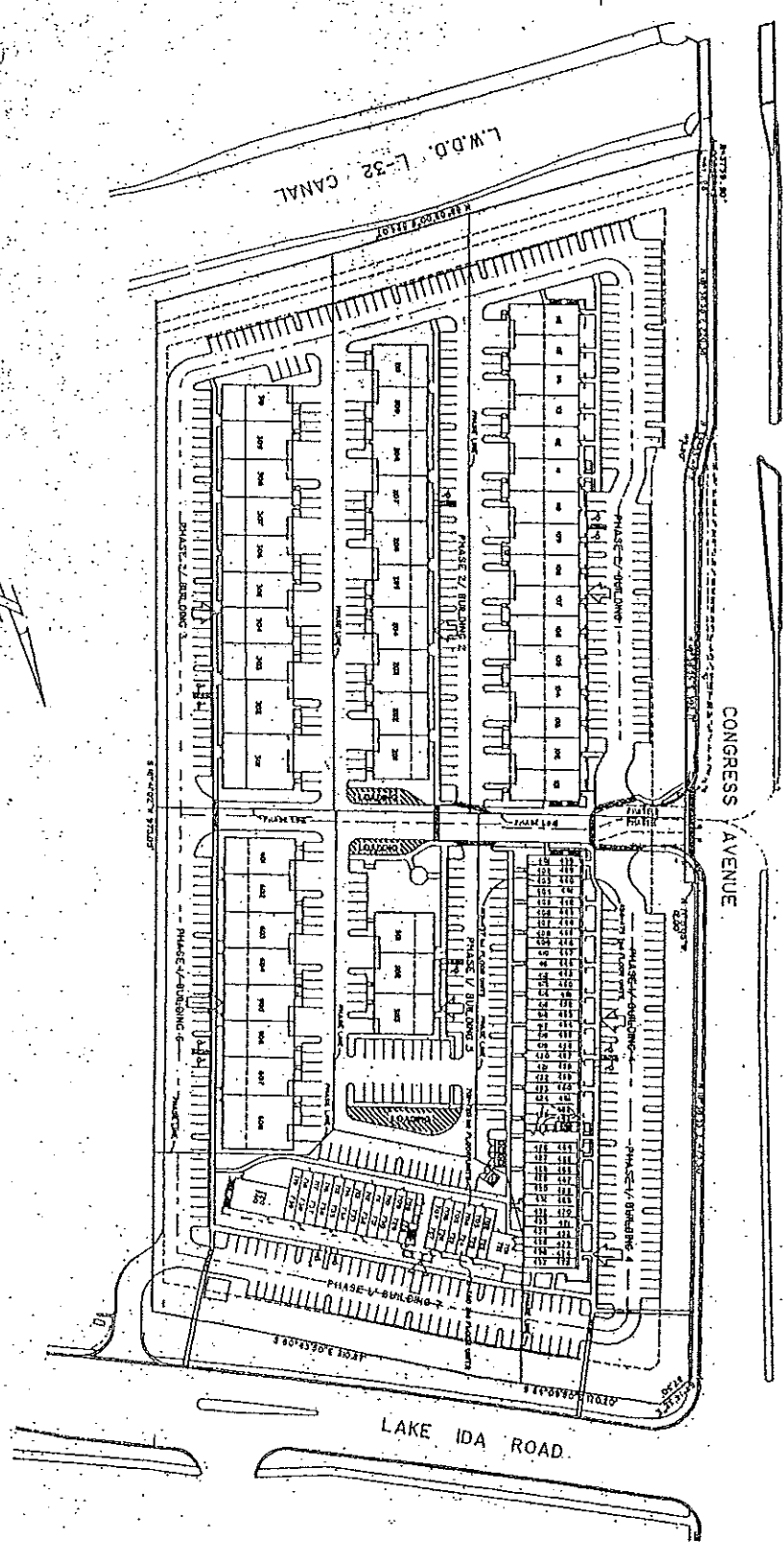
EXHIBIT 2, TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 PHASE AND BUILDING DESIGNATION PLAN



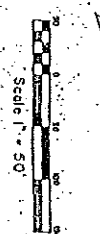
PHASE AND BUILDING DESIGNATION PLAN
Legend
CONCRETE
ASPHALT
PAVING
GRAVEL
LANDSCAPING
UTILITIES
EXISTING
PROPOSED

Landmark Surveying & Mapping Inc.  
 1415 POKER HILL BOULEVARD, SUITE 200  
 WEST PALM BEACH, FL 33411  
 PHONE (561) 835-2500

EXHIBIT "2" TO THE DECLARATION  
 CONGRESS COMMERCE CENTER  
 A CONDOMINIUM  
 UNIT DESIGNATION PLAN



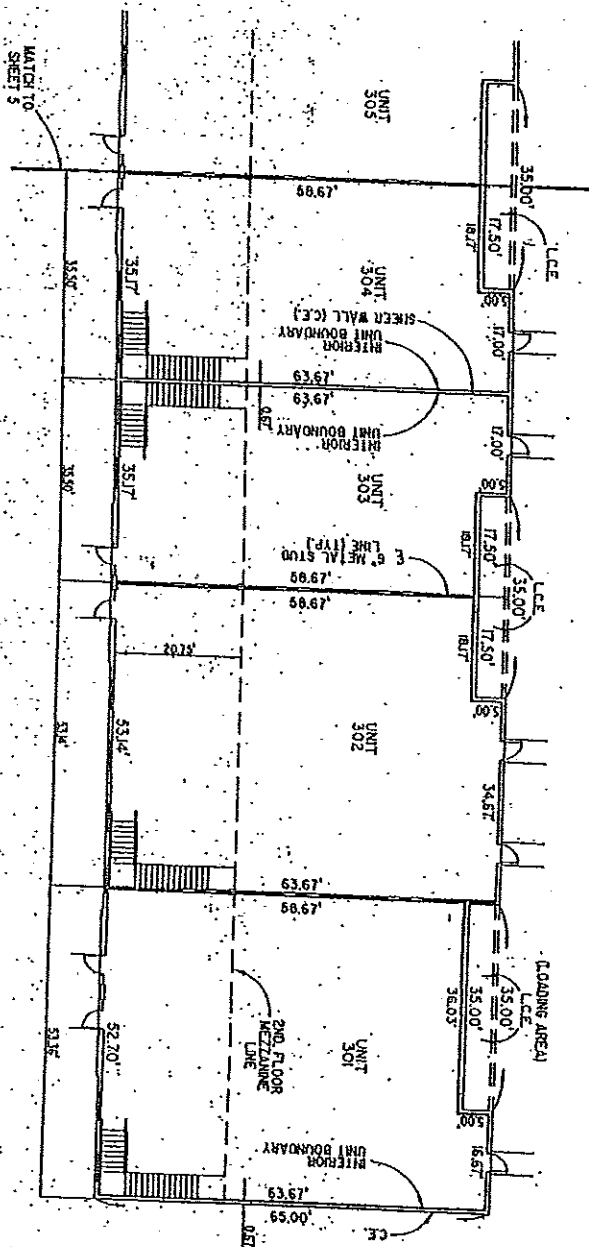
PHASE 1 BUILDING 1 - UNIT 101 THROUGH 105  
 PHASE 1 BUILDING 2 - UNIT 106 THROUGH 110  
 PHASE 1 BUILDING 3 - UNIT 111 THROUGH 115  
 PHASE 1 BUILDING 4 - UNIT 116 THROUGH 120  
 PHASE 1 BUILDING 5 - UNIT 121 THROUGH 125  
 PHASE 1 BUILDING 6 - UNIT 126 THROUGH 130  
 PHASE 1 BUILDING 7 - UNIT 131 THROUGH 135  
 PHASE 1 BUILDING 8 - UNIT 136 THROUGH 140  
 PHASE 1 BUILDING 9 - UNIT 141 THROUGH 145  
 PHASE 1 BUILDING 10 - UNIT 146 THROUGH 150  
 PHASE 1 BUILDING 11 - UNIT 151 THROUGH 155  
 PHASE 1 BUILDING 12 - UNIT 156 THROUGH 160  
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 PHASE 1 BUILDING 107 - UNIT 631 THROUGH 635  
 PHASE 1 BUILDING 108 - UNIT 636 THROUGH 640  
 PHASE 1 BUILDING 109 - UNIT 641 THROUGH 645  
 PHASE 1 BUILDING 110 - UNIT 646 THROUGH 650  
 PHASE 1 BUILDING 111 - UNIT 651 THROUGH 655  
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 PHASE 1 BUILDING 113 - UNIT 661 THROUGH 665  
 PHASE 1 BUILDING 114 - UNIT 666 THROUGH 670  
 PHASE 1 BUILDING 115 - UNIT 671 THROUGH 675  
 PHASE 1 BUILDING 116 - UNIT 676 THROUGH 680  
 PHASE 1 BUILDING 117 - UNIT 681 THROUGH 685  
 PHASE 1 BUILDING 118 - UNIT 686 THROUGH 690  
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 PHASE 1 BUILDING 120 - UNIT 696 THROUGH 700  
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 PHASE 1 BUILDING 122 - UNIT 706 THROUGH 710  
 PHASE 1 BUILDING 123 - UNIT 711 THROUGH 715  
 PHASE 1 BUILDING 124 - UNIT 716 THROUGH 720  
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 PHASE 1 BUILDING 130 - UNIT 746 THROUGH 750  
 PHASE 1 BUILDING 131 - UNIT 751 THROUGH 755  
 PHASE 1 BUILDING 132 - UNIT 756 THROUGH 760  
 PHASE 1 BUILDING 133 - UNIT 761 THROUGH 765  
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 PHASE 1 BUILDING 135 - UNIT 771 THROUGH 775  
 PHASE 1 BUILDING 136 - UNIT 776 THROUGH 780  
 PHASE 1 BUILDING 137 - UNIT 781 THROUGH 785  
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 PHASE 1 BUILDING 140 - UNIT 796 THROUGH 800  
 PHASE 1 BUILDING 141 - UNIT 801 THROUGH 805  
 PHASE 1 BUILDING 142 - UNIT 806 THROUGH 810  
 PHASE 1 BUILDING 143 - UNIT 811 THROUGH 815  
 PHASE 1 BUILDING 144 - UNIT 816 THROUGH 820  
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 PHASE 1 BUILDING 154 - UNIT 866 THROUGH 870  
 PHASE 1 BUILDING 155 - UNIT 871 THROUGH 875  
 PHASE 1 BUILDING 156 - UNIT 876 THROUGH 880  
 PHASE 1 BUILDING 157 - UNIT 881 THROUGH 885  
 PHASE 1 BUILDING 158 - UNIT 886 THROUGH 890  
 PHASE 1 BUILDING 159 - UNIT 891 THROUGH 895  
 PHASE 1 BUILDING 160 - UNIT 896 THROUGH 900  
 PHASE 1 BUILDING 161 - UNIT 901 THROUGH 905  
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 PHASE 1 BUILDING 163 - UNIT 911 THROUGH 915  
 PHASE 1 BUILDING 164 - UNIT 916 THROUGH 920  
 PHASE 1 BUILDING 165 - UNIT 921 THROUGH 925  
 PHASE 1 BUILDING 166 - UNIT 926 THROUGH 930  
 PHASE 1 BUILDING 167 - UNIT 931 THROUGH 935  
 PHASE 1 BUILDING 168 - UNIT 936 THROUGH 940  
 PHASE 1 BUILDING 169 - UNIT 941 THROUGH 945  
 PHASE 1 BUILDING 170 - UNIT 946 THROUGH 950  
 PHASE 1 BUILDING 171 - UNIT 951 THROUGH 955  
 PHASE 1 BUILDING 172 - UNIT 956 THROUGH 960  
 PHASE 1 BUILDING 173 - UNIT 961 THROUGH 965  
 PHASE 1 BUILDING 174 - UNIT 966 THROUGH 970  
 PHASE 1 BUILDING 175 - UNIT 971 THROUGH 975  
 PHASE 1 BUILDING 176 - UNIT 976 THROUGH 980  
 PHASE 1 BUILDING 177 - UNIT 981 THROUGH 985  
 PHASE 1 BUILDING 178 - UNIT 986 THROUGH 990  
 PHASE 1 BUILDING 179 - UNIT 991 THROUGH 995  
 PHASE 1 BUILDING 180 - UNIT 996 THROUGH 1000



UNIT DESIGNATION PLAN  
 Landmark Surveying & Mapping, Inc.  
 8540 CENTER HILL ROAD, SUITE 200  
 WEST PALM BEACH, FL 33411  
 Phone: 561-835-1500



EXHIBIT 2 TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
 PHASE 2 / BUILDING 3  
 (FIRST FLOOR PLAN)



**SURVEYORS NOTES:**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON ONE WEST CAMINO REAL, SUITE 208, BOCA RATON, FL. PL. 561-368-5776, DATED 9/8/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 83
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.

- 4. FINISHED FLOOR ELEVATION = 72.00
- MEZZANINE FLOOR ELEVATION = 30.50
- ORIGINAL CEILING HEIGHT ELEVATION = 39.50

**LEGEND:**

- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- (TYP) DENOTES TYPICAL

NO.	DATE	REVISION
1	04/12/02	REVISED PER CLIENT
2		
3		
4		

**PROPOSED FIRST FLOOR LEVEL PHASE 2 / BUILDING 3**

Landmark Surveying & Mapping Inc.  
 1830 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33408  
 PHONE: (561) 433-3405

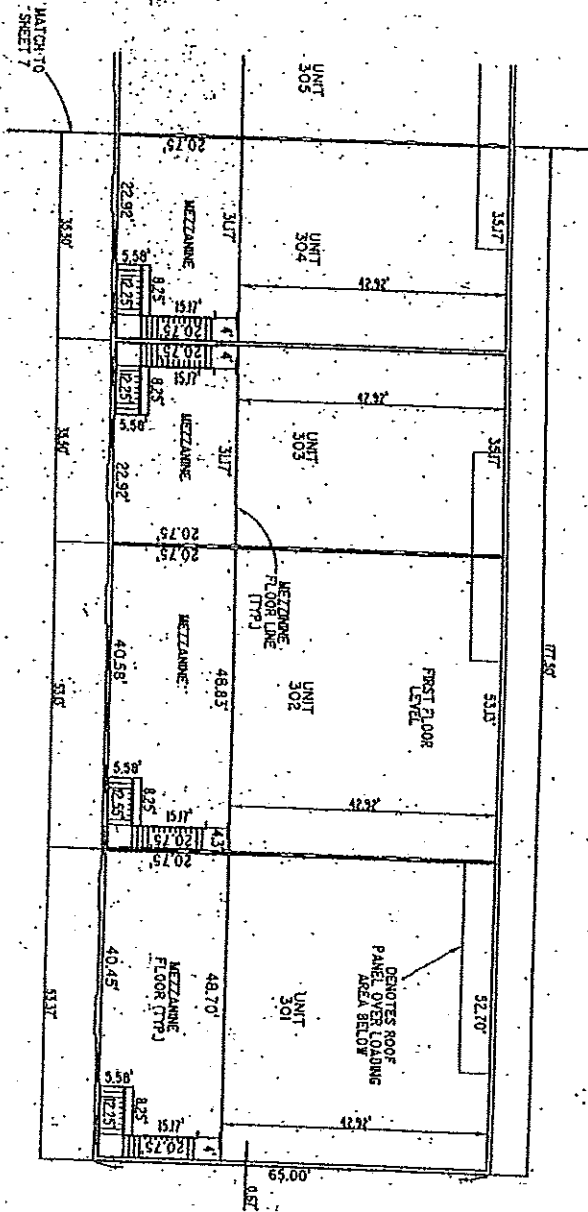
DATE: 04/12/02

JOB NO. 2402

SHEET NO. 4 OF 7



**CONGRESS COMMERCE CENTER**  
**A CONDOMINIUM**  
**PHASE 2 / BUILDING 3**  
**(MEZZANINE LEVEL)**



**SURVEYOR'S NOTES:**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 218 BOCA RATON, FL. PH. 561-368-5776, DATED 9/6/02
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATURAL GEODETIC VERTICAL DATUM 1983.
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 5" METAL STUD LINE BETWEEN INTERIOR UNITS.


4. FINISHED FLOOR ELEVATION = 77.00  
 MEZZANINE FLOOR ELEVATION = 30.50  
 OPTIMAL CEILING HEIGHT ELEVATION = 39.50.
5. TOP OF ROOF PANEL OVER LOADING AREA ELEVATION = 32.50.

**LEGEND**

L.C.E.	DENOTES LIMITED COMMON ELEMENT
C.E.	DENOTES COMMON ELEMENT
(TYP)	DENOTES TYPICAL

NO.	BY	DATE	REVISIONS
1	LL	6/20/02	REVISED FOR DESIGN
2			SHEET TITLE MEZZANINE UNITS

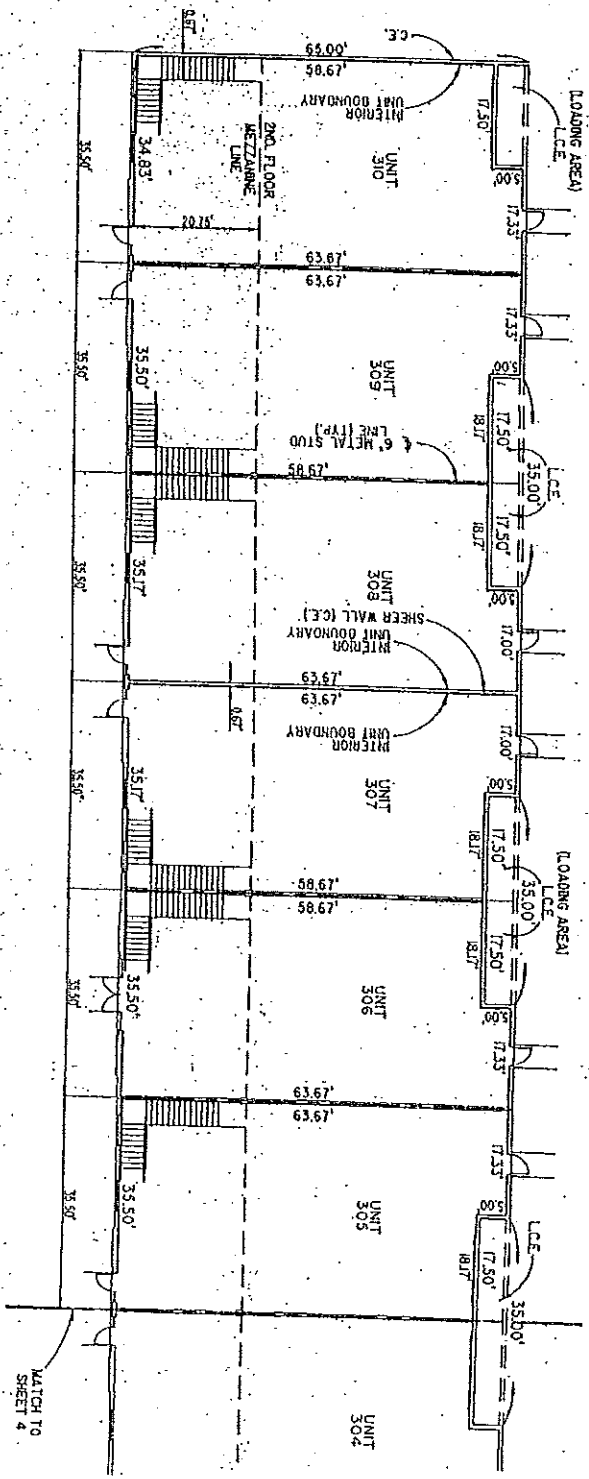
**PROPOSED MEZZANINE LEVEL PHASE 2 / BUILDING 3**



**Landmark Surveying & Mapping Inc.**  
 850 FOREST HILL 900-LYARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 433-3403

JOB NO. 2402      SHEET NO. 5 OF 7

EXHIBIT "2" TO THE DECLARATION  
**CONGRESS COMMERCE CENTER**  
 A CONDOMINIUM  
 PHASE 2 / BUILDING 3  
 (FIRST FLOOR PLAN)



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CLAYMO REAL STATE BR, BOCA RATON, FL. PL. 56-566-6776, DATED 9/5/02.
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929.
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 6" METAL STUD LINE BETWEEN INTERIOR UNITS.


4. FINISHED FLOOR ELEVATION = 17.00  
 MEZZANINE FLOOR ELEVATION = 30.50  
 OPTIONAL CEILING HEIGHT ELEVATION = 39.50

**LEGEND**

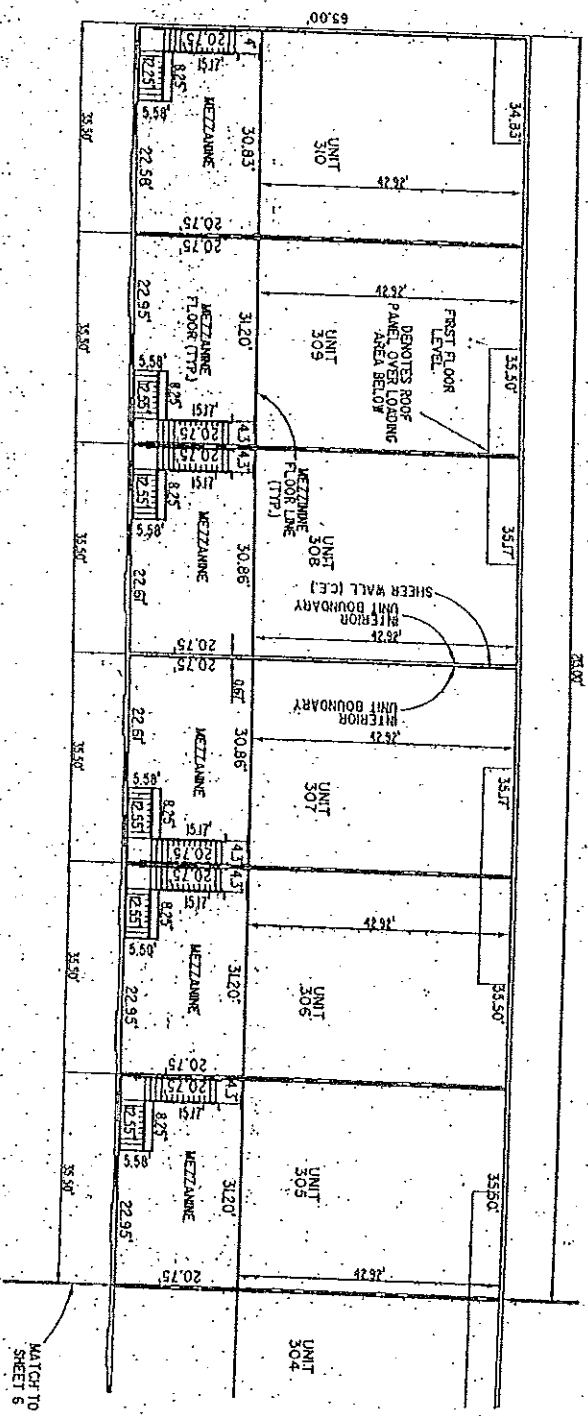
- L.C.E. DENOTES LIMITED COMMON ELEMENT
- C.E. DENOTES COMMON ELEMENT
- (TYP) DENOTES TYPICAL

NO.	DESCRIPTION
1	REVISED PER CLIENT
2	SHEER WALL, MEZZANINE UNITS

PROPOSED FIRST FLOOR LEVEL PHASE 2 / BUILDING 3


**Landmark Surveying & Mapping Inc.**  
 450 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 433-5405  
 57 4328

CONGRESS COMMERCE CENTER  
A CONDOMINIUM  
PHASE 2 / BUILDING 3  
(MEZZANINE LEVEL)



**SURVEYORS NOTES**

1. DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CANNON REAL, SUITE 208, BOCA RATON, FL. PL. 98-389-6776, DATED 9/6/02.
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 829.
3. INTERIOR UNIT BOUNDARY DIMENSIONS ARE MEASURED TO THE FINISHED MASONRY WALLS AND TO THE CENTERLINE OF THE 5" METAL STUD LINE BETWEEN INTERIOR UNITS.

4. FINISHED FLOOR ELEVATION = 17.00  
MEZZANINE FLOOR ELEVATION = 30.50  
OPTIONAL CEILING HEIGHT ELEVATION = 33.50
5. TOP OF ROOF PANEL OVER LOADING AREA ELEVATION = 42.90

**LEGEND**

- C.E. DENOTES COMMON ELEMENT
- TYP. DENOTES TYPICAL

NO.	REV.	DATE	REVISIONS
1	1	12/2/02	REVISED PER CLIENT
2	2		SHEER WALLS, MEZZANINE UNITS



**Landmark Surveying & Mapping Inc.**  
1450 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

JOB NO. 2402

SHEET NO. 7 OF 7

MATCH TO SHEET 8

CONGRESS COMMERCE CENTER  
SHARE IN COMMON ELEMENTS (PHASE 1)

EXHIBIT 3

BUILDING#	UNIT#	%
4	1-1	2.0439%
4	1-2	1.5329%
4	1-3	1.5329%
4	1-4	1.5329%
4	1-5	1.5329%
4	1-6	1.5329%
4	1-7	1.5329%
4	1-8	1.8691%
4	1-9	1.5329%
4	1-10	2.0439%
4	1-11	2.5549%
4	2-1	2.5549%
4	2-2	2.5549%
4	2-3	1.5329%
4	2-4	1.5329%
4	2-5	1.5329%
4	2-6	1.5329%
4	2-7	2.1624%
4	2-8	2.0224%
4	2-9	1.5329%
4	2-10	1.5329%
4	2-11	1.5329%
5	1	3.1598%
5	2	3.1598%
5	3	3.1598%

BUILDING#	UNIT#	%
6	1	3.1098%
6	2	3.1098%
6	3	3.1098%
6	4	3.1098%
6	5	3.1098%
6	6	3.1098%
6	7	3.1098%
6	8	4.5599%
7	1-1	1.5329%
7	1-2	0.8472%
7	1-3	2.5549%
7	1-4	2.5549%
7	1-5	2.5549%
7	1-6	1.5329%
7	1-7	1.0066%
7	2-1	1.5329%
7	2-2	1.5329%
7	2-3	1.5329%
7	2-4	1.5329%
7	2-5	1.8474%
7	2-6	2.0224%
7	2-7	1.5329%
7	2-8	1.0066%
<b>TOTAL:</b>		<b>100%</b>

CONGRESS COMMERCE CENTER

SHARE IN COMMON ELEMENTS (Phase 1&2)

EXHIBIT 3

BUILDING#	UNIT#	%
1	1	1.4017%
1	2	1.4017%
1	3	1.4017%
1	4	1.4017%
1	5	1.4017%
1	6	1.2014%
1	7	1.4017%
1	8	1.4017%
1	9	1.4017%
1	10	1.4017%
1	11	1.4017%
1	12	1.4017%
1	13	1.4017%
1	14	1.4017%
1	15	1.4017%
1	16	1.4017%
2	1	1.4472%
2	2	1.4472%
2	3	1.4472%
2	4	1.4472%
2	5	1.4472%
2	6	1.4472%
2	7	1.4472%
2	8	1.4472%
2	9	1.4472%
2	10	1.4472%
3	1	1.4956%
3	2	1.4956%
3	3	1.4956%
3	4	1.4956%
3	5	1.4956%
3	6	1.4956%
3	7	1.4956%
3	8	1.4956%
3	9	2.2216%
3	10	2.2216%
4	1-1	0.9584%
4	1-2	0.7188%
4	1-3	0.7188%
4	1-4	0.7188%
4	1-5	0.7188%
4	1-6	0.7188%
4	1-7	0.7188%
4	1-8	0.8765%
4	1-9	0.7188%
4	1--10	0.9584%
4	1--11	1.1980%

BUILDING#	UNIT#	%
4	2-1	1.1980%
4	2-2	1.1980%
4	2-3	0.7188%
4	2-4	0.7188%
4	2-5	0.7188%
4	2-6	0.7188%
4	2-7	1.0140%
4	2-8	0.9484%
4	2-9	0.7188%
4	2-10	0.7188%
4	2-11	0.7188%
5	1	1.4817%
5	2	1.4817%
5	3	1.4817%
6	1	1.4582%
6	2	1.4582%
6	3	1.4582%
6	4	1.4582%
6	5	1.4582%
6	6	1.4582%
6	7	1.4582%
6	8	2.1383%
7	1-1	0.7188%
7	1-2	0.3973%
7	1-3	1.1980%
7	1-4	1.1980%
7	1-5	1.1980%
7	1-6	0.7188%
7	1-7	0.4720%
7	2-1	0.7188%
7	2-2	0.7188%
7	2-3	0.7188%
7	2-4	0.7188%
7	2-5	0.7725%
7	2-6	0.9484%
7	2-7	0.7188%
7	2-8	0.4720%
<b>TOTAL :</b>		<b>100%</b>

EXHIBIT 4

ARTICLES OF INCORPORATION  
OF  
CONGRESS COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC.

(A FLORIDA CORPORATION NOT-FOR-PROFIT)

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1  
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Palm Beach County, Florida, or in Chapter 718, Florida Statutes (the "Condominium Act"), unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE 2  
NAME AND ADDRESS

The name of this corporation shall be Congress Commerce Center Condominium Association, Inc. (referred to herein as the "Association"). The street address of the initial principal office and the mailing address of the Association is: 1101 South Rogers Circle, Suite 7, Boca Raton, FL, 33487.

ARTICLE 3  
PURPOSE OF ASSOCIATION

The purpose of the Association is to administer, manage and operate Congress Commerce Center Condominium.

ARTICLE 4  
POWERS

In furtherance of the foregoing purposes, the Association shall have the following powers:

(a) The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are not in conflict with the Condominium Act or the terms and conditions of the Condominium Documents;

(b) The Association shall have all of the powers of a condominium association under the Condominium Act and all of the powers granted to the Association under any of the Condominium Documents;

(c) The Association shall have all of the powers reasonably necessary to implement the

purposes of the Association set forth in these Articles and in any of the Condominium Documents, including but not limited to the following powers, which powers will be exercised in accordance with the Condominium Act and the Condominium Documents:

(i) to make , establish, amend and enforce reasonable rules and regulations governing the Condominium and the use of any Condominium Property;

(ii) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation and maintenance of the Condominiums and to use and expend such proceeds of such assessments in the exercise of the powers and duties of the Association;

(iii) to administer, manage and operate the Condominium and to maintain, repair and replace Condominium Property;

(iv) to construct and reconstruct Condominium Property in the event of casualty or other loss;

(v) to enforce by legal means the provisions of the Condominium Documents;  
and

(vi) to employ personnel, retain independent contractors and professional personnel, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to assist the Association in the administration, management and operation of the Condominium and the Association and the maintenance, care and repair of the Condominium Property.

## ARTICLE 5 MEMBERS

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

(a) Until such time as Developer conveys a Unit, the membership of this Association shall be comprised solely of the incorporator to these Articles ("Incorporator Member"). The Incorporator Member shall be entitled to cast one vote on all matters requiring a vote of membership.

(b) Upon the conveyance by Developer of a Unit, membership of the Incorporator Member in the Association shall be automatically terminated. Thereafter, each and every Owner (and only Owners), including the Developer as to Units owned by Developer, shall be entitled to be Members and to exercise all of the rights and privileges of Members.

(c) Membership in the Association for Owners other than the Developer shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of acquisition in the Public Records of Palm Beach County, Florida. Where title to a Unit is acquired by conveyance from a party other than the Developer by means of sale, gift, inheritance,

devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Unit shall not be a Member unless and until such owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to this Unit.

(e) Any Member who conveys or loses title to a Unit by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a Member of the Association, shall not be such a Member, and shall lose all rights and privileges of a Member of the Association.

(f) Each Member or Members owning a Unit shall be entitled to cast votes, with each Unit having voting rights in the same percentage as the percentages of interest set forth in the Declaration. If there is more than one Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Members collectively shall be entitled to vote the voting interests of such Unit. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Unit, or, if appropriate, by properly designated officer, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.

#### ARTICLE 6 TERM

The Association shall have perpetual existence.

#### ARTICLE 7 INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Bruce D. Green	600 South Andrews Avenue Suite 400 Fort Lauderdale, FL 33301

#### ARTICLE 8 OFFICERS

8.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary, and Assistant Treasurer and such other officers and assistant officers as may be designed by the Board, all of which officers shall be subject to the directions of the Board.

8.2 The Board shall elect officers of the Association annually at the first meeting of the Board. Officers may be removed by the Board in the manner provided in the By Laws and such officers may be replaced or additional officers elected as the Board shall from time to time determine.



The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

ARTICLE 9  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Gilles Courchene
Vice President/Secretary	David Wolofsky
Treasurer	Gilles Courchene

ARTICLE 10  
BOARD OF DIRECTORS

10.1 The number of persons constituting the Board of Directors shall be determined in the manner provided by the By Laws but in no event less than three (3) Directors. The First Board (hereinafter defined) shall consist of three (3) directors.

10.2 The names and addresses of the persons who are to serve as directors on the first Board of Directors (the First Board) until the first election of their respective successors in accordance with this Article 10 are as follows:

NAMES

ADDRESSES

Gilles Courchene, 1101 South Rogers Circle, Suite 7, Boca Raton, FL, 33487.

David Wolofsky, 1101 South Rogers Circle, Suite 7, Boca Raton, FL, 33487.

Michael Gordon, 2703 South Federal Highway, Delray Beach, Florida 33483.

10.3 The First Board shall serve until the earliest to occur of the following events:

(a) The sending by the Developer to the Association and to each member of a written notice that the Developer voluntarily relinquishes its right to continue to designate any of the members of the Board of Directors of the Association; or

(b) Developer no longer holds for sale in the ordinary course of business at least five (5%) percent of the Units.

10.4 The Developer reserves the right to designate and elect successor Directors to serve on the First Board upon the resignation or removal of Directors from the First Board or upon the election of the First Board at annual meetings of the Members of the Association for so long as the First Board is to serve; provided, however, the Members of the Association other than Developer shall have such right of designation and election to the extent set forth in Sections 10.5 and 10.6 immediately following.

10.5 The Members of the Association other than the Developer shall have the right to elect

one (1) member of the First Board after such Members of the Association own fifteen (15%) percent or more of the units.

10.6 The Members of the Association other than Developer shall have the right to elect two (2) members of the First Board following the earliest to occur of the following events (the "Turnover Date"):

(a) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed by the Developer.

(b) Three months after ninety-five (95%) percent of the Units have been conveyed by the Developer; or

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed by the Developer, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed by the Developer and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven (7) years after the recordation of the Declaration of Condominium.

10.7 Upon the occurrence of an event giving rise to the right of the Members of the Association other than the Developer to elect a member of the First Board under Paragraph 10.5 and 10.6 above, or upon the right of the Members of the Association to elect the entire Board upon the termination of the First Board as provided in Paragraph 10.3 hereof, the Members shall elect such Directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members of the Association within sixty (60) days after Members are so entitled to elect such Directors and the Members shall be given at least sixty (60) but not more than ninety (90) days notice of such meeting. The term of any Member of the First Board who has been elected by Members of the Association shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified.

10.8 After the termination of the First Board, the Board shall serve until the next annual meeting of the Members of the Association, whereupon the Members shall elect all of the Directors to serve on the board in accordance with the By Laws of the Association, and the Board shall continue to be so elected at subsequent annual meetings of the Members of the Association.

#### ARTICLE 11 BY LAWS

The By Laws of the Association shall be made and adopted by the First Board and thereafter may be altered, amended, or rescinded by a majority of the Board and a majority of the Members present at a meeting of each of such bodies in the manner provided for in the By Laws.

#### ARTICLE 12 AMENDMENT

12.1 Prior to the conveyance by Developer of a Unit, these Articles may be amended only by an instrument in writing signed by the Incorporator Member and filed in the Office of the Secretary of State of the State of Florida.

12.2 After the conveyance by Developer of a Unit, these Articles may be amended in the following manner:

An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of Members owning not less than two-thirds ( $\frac{2}{3}$ ) of the total percentage interests in the Condominium at a Meeting of the Members at which a quorum is present, and approval by the Board must be by two-thirds ( $\frac{2}{3}$ ) of the Directors present at a meeting of the directors at which a quorum is present.

12.3 Notwithstanding any provision of this Articles 12 to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any Institutional First Mortgagee or Developer, including the rights of Developer to designate the Directors of the First Board as provided in Article 10 hereof, without the prior written consent to such amendment by Developer or such Institutional First Mortgagee, as the case may be.

12.4 Notwithstanding any provision of this Article 12 to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Documents as the same may be amended from time to time in accordance with the respective provisions hereof.

12.5 Any instrument amending the Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Palm Beach County, Florida.

### ARTICLE 13 REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association and the name of the initial registered agent of the Association at such address shall be as follows:

Bruce D. Green, Esq., 600 S. South Andrews Avenue, #400, Ft. Lauderdale, FL 33301.

### ARTICLE 14 INDEMNIFICATION

The Association shall indemnify any officer or Director, or any former officer or Director, to the fullest extent permitted under law. Without limiting the foregoing, each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses, and liabilities including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any threatened, pending or completed proceeding or litigation, or any settlement in which he is a party, 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 a person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, in the event a Director or officer admits or is adjudged guilty of unlawful conduct or liable for gross negligence or willful malfeasance in the performance of his duties, the indemnification provisions of this Article 14 shall not apply.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this \_\_\_\_\_  
day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Bruce D. Green

STATE OF FLORIDA

:

ss.

COUNTY OF PALM BEACH

:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Bruce D. Green, who is ( ) Personally known to me or who has ( ) provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

State of Florida at Large

My commission expires:

EXHIBIT 5

BYLAWS

OF  
CONGRESS COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)

ARTICLE 1

IDENTIFICATION OF ASSOCIATION

1.1 Name and Purpose of Association. These are the Bylaws of Congress Commerce Center Condominium Association, Inc., hereinafter referred to as the "Association" as duly adopted by the Board of Directors of the Association. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes, for the purpose of administering, managing, operating and maintaining Congress Commerce Center, which is located in the City of Delray Beach, Palm Beach County, Florida.

1.2 Office. The office of the Association shall be at 1101 South Rogers Circle, Suite 7, Boca Raton, Florida, 33487 and thereafter may be located at any place in Palm Beach County, Florida designated by the Board of Directors of the Association.

1.3 Seal. The seal of the Association shall bear the name Congress Commerce Center Condominium Association, Inc., the word "Florida" the words "Corporation Not-for-Profit", and the year of incorporation of the Association.

ARTICLE 2

DEFINITIONS

The terms contained in these Bylaws which are contained in Chapter 718, Florida Statutes (the "Condominium Act") shall have the meaning of such terms set forth in such Act, and the following terms shall have the following meanings:

(a) "Congress Commerce Center" and the "Condominium" are the names by which the Condominium Property, as hereinafter defined, may be identified herein.

(b) "Condominium Property" means the land, all improvements thereon, and all personal property used in connection therewith, which are submitted to condominium ownership under the Declaration, as hereinafter defined, and as are more particularly described therein, and all easements and rights appurtenant thereto.

(c) "Unit" means a "unit," as defined in the Condominium Act and the Declaration, which is part of Condominium Property.

(d) "Common Elements" means the portions of the Condominium Property not included in the Units, and all property, installations and easements described in Section 718.100 of the Condominium Act.

(e) "Owner" means the owner of Unit, including Developer, as hereinafter defined, so long as Developer owns one or more Units.

(f) "Office Space" means all of the contiguous Units owned at any one point of time by the same owner.

(g) "Developer" means PKD, LLC., a Florida limited liability company and Complete Construction Services, Inc., a Florida corporation, as joint venturers d/b/a Congress Commerce Center, and the successors to and assigns of the rights thereof under these Bylaws; provided, however, an Owner shall not solely by the purchase of a Unit be deemed a successor to assignee of the rights of Developer under these Bylaws unless such Owner is specifically so designated as such a successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

(h) "Association" means Congress Commerce Center Condominium Association, Inc., a Florida corporation not-for-profit.

(i) "Board" means the Board of Directors of the Association.

(j) "Member" means a member of the Association, including Developer so long as Developer owns a Unit.

(k) "Articles" means the Articles of Incorporation of the Association.

(l) "Bylaws" means these Bylaws of the Association.

(m) "Rules" means any rules and regulations duly promulgated by the Board pursuant to its Powers under any of the "Condominium Documents", as hereinafter defined.

(n) "Declaration" means the Declaration of Condominium of Congress Commerce Center.

(o) "Condominium Documents" means the Declaration, the Articles, these Bylaws, the Rules and any document or instrument referred to or contemplated by the foregoing documents.

(p) "Common Expenses" means all expenses incurred by the Association.

(q) "Budget" means the annual budget prepared and adopted by the Board for Common Expenses anticipated for the forthcoming year.

(r) "Institutional First Mortgage" means any commercial bank, savings bank, savings and loan association, life insurance company, federal agency, corporation or association, mortgage lending corporation, association or trust, real estate investment trust, any affiliate, or subsidiary of the foregoing, any mortgagee who joins in and consents to the Declaration, Developer, any successors or assigns thereof, if and as long as the respective entity or person holds a first mortgage on a Unit.

### ARTICLE 3

#### MEMBERSHIP, MEMBERS' MEETINGS, VOTING AND PROXIES

**3.1** Qualification. The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership, and the manner of voting by Members shall be as set forth in Article 5 of the Articles.

**3.2** Annual Meeting. The Members shall meet annually at the office of the Association or at such other place in Palm Beach County, Florida, as determined by the Board and as designated in the notice of such meeting, on the date determined by the Board from time to time, provided that there shall be an Annual Meeting every calendar year and to the extent reasonably possible, no later than twelve (12) months after the last preceding Annual Meeting (the "Annual Meeting"). The purpose of an Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article 10 of the Articles), and to transact any, other business authorized to be transacted by the Members at such Annual Meeting.

**3.3** Special Meetings. Special meetings of the Members shall be held at any place within the County of Palm Beach, State of Florida whenever called by the President or Vice President of the Association or a majority of the Board. A special meeting must be called by the President or Vice President of the Association upon receipt of a written request from one-third (1/3) of the entire membership of the Association.

**3.4** Meetings Open to Mortgagees. Meetings of the Members shall be open to any Institutional First Mortgagee or a representative thereof; provided, however, except as is permitted or contemplated by these Bylaws or by any other Condominium Document, no such Institutional First Mortgagee or its representative shall be entitled to participate in any such meeting but shall only be entitled to act as an observer thereat.

**3.5** Notice of Meetings. A written notice of all meetings of Members (whether the Annual Meeting or a special meeting of the Members) shall be mailed to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting, or within such other time periods as are specifically required under the Articles, these Bylaws or the Condominium Act. The Secretary shall provide an affidavit to be maintained in the official records of the Association, affirming that notices of the meeting were mailed or hand delivered in accordance with the notice provisions above to each Unit Owner at the address last furnished to the Association. The notice shall state the time and place of such meeting and the purpose for



which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of Members shall be posted at a conspicuous place on any Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall be deemed to be receipt by such Member of notice of such meeting.

**3.6 Action by Written Agreement.** The Members may, at the discretion of the Board, act by written agreement in lieu of a meeting; provided, that written notice of the matter or matters to be determined by such Members is given to the Member at the addresses and within the time periods set forth in Section 3.5 immediately preceding for notices of meetings of Members or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the Members; provided, however, that a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

**3.7 Quorum and Action.** A quorum of the Members shall consist of persons entitled to cast votes equal to or more than thirty (30%) percent of the number of Units in the Condominium. A Member may join in the action of a meeting of Members by signing the minutes thereof or an attendance sheet thereat, and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. Such method of determining a quorum shall not preclude such a determination by a showing of hands at the opening of a meeting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been obtained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.

**3.8 Adjournment.** If at any meetings of the Members there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present any business which might have been transacted at a meeting of the members as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, the requirement, if any, and manner of notice to the Members of such adjournment shall be as determined by the Members.

**3.9 Minutes.** Minutes of all meetings of the members shall be kept in a book in a businesslike manner and be available for inspection by the Members, their authorized representatives, and Directors at the offices of the Association at all reasonable times. The Association shall retain said minutes for a period of not less than seven (7) years.

**3.10 Proxy.** Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing, and except as otherwise stated therein, shall be valid only for the particular meeting or meetings for which originally given and any adjournments thereof if so stated, or any other period of time designated therein. In no event shall any proxy be valid for a

period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy or copy thereof must be filed with the Secretary any time before the appointed time of the meeting in order to be effective. Any proxy except a proxy which by its terms states otherwise may be revoked prior to the time a vote is cast pursuant to such a proxy.

**3.11 Written Ballot.** At any time prior to a vote upon any matter at a meeting of the Members, any Member may raise the question of use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

## ARTICLE 4

### BOARD OF DIRECTORS MEETINGS

**4.1 Number.** The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) Directors, the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon majority vote of the Members.

**4.2 Election.** The election and, if applicable, designation of Directors, shall be conducted in accordance with the Articles.

**4.3 Vacancy.** A vacancy in the First Board shall be filled by the party or parties having the right to elect the director whose membership on the First Board has been vacated. Any such vacancy to be filled by Members other than Developer shall be filled by such members by election at a special meeting. Vacancies in the Board after the First Board shall be filled by election by the remaining Directors. Any person filling the vacancy of a director shall have all of the rights, privileges, duties and obligations as a director elected at an Annual Meeting and shall serve for the term prescribed in Section 4.4 of these Bylaws.

**4.4 Term.** The term of each director's service shall extend until the next Annual Meeting and until his successor is duly elected and qualified, or until he is earlier removed from such service in the manner elsewhere provided herein.

**4.5 Removal by Members.** Subject to Section 4.6 immediately following, a director may be removed from office with or without cause upon the affirmative vote or agreement in writing of Members owning a majority of all of the Units. A special meeting of the Members may be called for said purpose by Members owning at least ten (10%) percent of the Units. A director elected by Members other than Developer may be removed in accordance with the foregoing without consideration of Developer as a Member. Before any director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made, and such director shall be given an opportunity to be heard at such meeting should he be present thereat.

4.6 Removal by Developer. A director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any director designated and thereafter removed by it or for any vacancy credited on the Board as to a director designated by it, and the Developer, upon such removal or vacancy, shall notify the Board of the name of the respective successor director, and of the commencement date for the term of such successor director.

4.7 Organization Meeting. The organization meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.8 Regular and Special Meetings. Meetings of the Board shall be held in Palm Beach County, Florida. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Meetings of the Board shall be open to all Members; provided, however, no Member shall be entitled to participate in any such meeting but shall only be entitled to act as an observer thereat.

4.9 Notice of Meetings. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the date for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on any Condominium Property forty-eight (48) hours in advance for the attention of Members. Notice of any meeting where assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any director before, during or after such meeting, and such waiver shall be deemed receipt of notice of such meeting by such director.

4.10 Quorum. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Such method of determining a quorum shall not preclude such a determination by a showing of hands at the opening of a meeting. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided by law, the Declaration, the Articles, any other Condominium Document, or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, the requirement, if any, and manner of notice to the Directors of such adjournment shall be as determined by the Board.

4.11 Presiding Officer. The presiding officer at Board meetings shall be the President even if the President is not a director. In the absence of the President, the Directors present shall designate anyone of their number to preside.

4.12 Directors' Fees. Directors' fees, if any, shall be determined by the majority of the membership of the Association.

4.13 Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at the offices of the Association at all reasonable times. The Board shall retain said minutes for a period of not less than seven years.

4.14 Executive Committees. The Board shall have the power to appoint executive committees of the Board consisting of not less than three (3) Directors. Executive committees shall have and exercise such powers of the Board as may be designated to such executive committees by the Board.

## ARTICLE 5

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association, including those under any Declaration, the Articles, these Bylaws and any other Condominium Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Condominium Act and the Condominium Documents and shall include, but not be limited to, the following:

- (a) Making, establishing, amending and enforcing reasonable rules and regulations governing the Condominium and the use of the Condominium Property;
- (b) Making, levying, collecting and enforcing assessments against Members to provide funds to pay the expenses of the Association. Such assessments shall be collected by the Association by payments made directly to the Association by the Members in the manner set forth in the Declaration;
- (c) Administering, managing, and operating the Condominium;
- (d) Maintaining, repairing and replacing the Condominium Property, constructing and reconstructing the Condominium Property in the event of casualty or other loss thereof and making further authorized improvements of the Condominium Property;
- (e) Enforcing by legal means the provisions of the Condominium Documents, including the Declaration of Covenants as defined in the Declaration, and the Condominium Act;
- (f) Retaining independent contractors and professional personnel and entering into and terminating service, supply and management agreements and contracts to assist the Board in the administration, management and operation of the Condominium and the Association and the maintenance, care, repair and replacement of the Condominium Property, including the delegation to such parties of such functions as the submission of proposals,

assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. Notwithstanding the foregoing, the Association, Board and the officers of the Association shall retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(g) Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all of the salaries therefor;

(h) Paying costs of all power, water, sewer and other utilities services rendered to Condominium Property and not billed to individual Owners;

(i) Paying taxes and assessments which are or may become liens against any property located in the Condominium other than the individual Units and assessing the same against Owners;

(j) Approving or withholding approval of proposed purchasers, lessees or mortgagees of Units and of persons acquiring Units by gift, devise or inheritance; and

(k) Purchasing and carrying insurance for the protection of Owners and the Association against casualty loss of Condominium Property and liability upon the Common Elements.

## ARTICLE 6 OFFICERS OF THE ASSOCIATION

6.1 Officers. The officers of the Association shall be a president who shall be a Director, one or several vice presidents, a treasurer, a secretary, and if the Board so determines an assistant treasurer and an assistant secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, designate and elect such other officers and assistant officers and designate their powers and duties as the Board shall determine to be necessary or appropriate for the management of the affairs of the Association.

6.2 President. 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 a president, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

6.3 Vice President. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as

shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", et cetera, and shall exercise the powers and perform the duties of the presidency in such order.

6.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Members, which Minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Association by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties, incident to the office of a Secretary. The Assistant Secretary, if any, shall assist the Secretary in the absence or disability of the Secretary, shall exercise the powers and perform the duties of the Secretary.

6.5 Treasurer. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence 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 the duties of the Treasurer.

6.6 Compensation. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a director as an employee of the Association or preclude the contracting with a director or a party affiliated with a director for the management of any part of the Condominium Property.

## ARTICLE 7

### ACCOUNTING RECORDS, FISCAL MANAGEMENT

7.1 Budget. The budget year shall be a consecutive twelve (12) month period selected by the Board but the budget year need not be the same as the fiscal year of the Association. The Board shall adopt a budget of the anticipated Common Expenses for each forthcoming budget year at a special meeting of the Board ("Budget Meeting") called for that purpose at least forty-five (45) days prior to the commencement of each budget year. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board, which budget may include, but not be limited to, the following applicable items of Common Expense: (i) Administration salaries, legal and accounting, telephone, supplies and equipment; (ii) operating electricity, gas, refuse collection, water and sewer, and security; (iii) Fixed taxes, insurance premiums, and fees payable to Florida Division of Land Sales and Condominiums, if any, (iv) Maintenance equipment and supplies, salaries, building and grounds maintenance fees, and management fees. Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as shown on the books and records of the Association not less than fourteen (14) days prior to said Budget Meeting, and the Budget meeting shall be open to all of the Members.

7.2 Reserves. The Board shall also include in any such proposed budget, to the extent required by law or determined by the Board to be necessary or appropriate, reserve accounts for general operating capital, for capital expenditures for the making of betterments to the Condominium Property, and for depreciation and deferred maintenance thereof, including, but not limited to roof replacement, building painting and pavement resurfacing.

7.3 Deficiencies. No Board shall be required to anticipate revenue from assessments or expend funds to pay for Common Expenses not included in the Budget or which exceed budgeted spending. Should there exist any deficiency which results from there being greater Common Expenses than income from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as provided in the Declaration. Notwithstanding any provision herein to the contrary, in the event any such deficiency occurs or is reasonably anticipated to occur and the Board is unable as a matter of law or otherwise to obtain necessary funds by timely assessment, the Board is authorized to borrow funds on behalf of the Association, the cost of repayment of which, plus interest, shall be a Common Expense.

7.4 Depository. The depository of the Association shall be such banks or savings and loan associations as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

7.5 Fiscal Year. In administering the finances of the Association, the fiscal year of the Association shall be the calendar year, and assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for timely payment of all budgeted or otherwise anticipated current operating expenses and for all unpaid operating expenses previously incurred.

7.6 Official Records. The Association shall maintain a copy of the official record of the Association as required under the Condominium Act. The official records shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization as a representative of a member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection; provided, however, an Institutional First Mortgagee shall for such purpose of inspection automatically be deemed a representative of a Member.

7.7 Annual Audit. An audit of the accounts of the Association, including a complete financial report of actual receipts and expenditures for the respective fiscal year, shall be made annually by an auditor, accountant or Certified Public Accountant designated by the Board, and a copy of a report of such audit shall be furnished to each Member not later than the first day of March of the year following the fiscal year for which the report is made. The annual audited report shall, unless otherwise required by law, show receipts and expenses by account classifications set forth in the annual budget for the year for which the report is made. The report shall be deemed to be furnished to the Member upon personal delivery thereof to the Member or the mailing thereof to the Member at the Member's last known address as shown on the books and records of the Association.

7.8 Fidelity Bonding. Fidelity bonding shall be required of all officers and Directors who control or disburse funds of the Association, and the Association shall bear the cost of such bonding, which cost will be a Common Expense included in the budget as an insurance item of expense.

## ARTICLE 8

### RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations for the operation of the Condominium or the use of Condominium Property, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Condominium Documents. Copies of any rules and regulations as promulgated, amended, or rescinded, shall be mailed to all Members at the last known address of the Members as shown on the books and records of the Association, and no such rule or regulation shall take effect until forty-eight (48) hours after such mailing.

## ARTICLE 9

### PARLIAMENTARY RULES

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of Members of the Association and of the Board; provided, however, if such Rules and Regulations are in conflict with any of the Condominium Documents, then the respective Condominium Document, as the case may be, shall apply and govern.

## ARTICLE 10

### AMENDMENT TO THE BYLAWS

10.1 Power. The Bylaws may be amended by the Members at an Annual Meeting or a Special Meeting of the Members and by the Board at a regular or special meeting of the Board. Approval by both Members and the Board is required.

10.2 Manner. An amendment may be first considered by either the Members of the Board and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Members or the Board) at which such proposed amendment shall be considered upon approval of a proposed amendment by either the Members or the Board, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of at least a majority of the Units represented at a meeting of the Members at which a quorum is present, and approval by the Board must be by at least a majority of the Directors present at a meeting of the Directors at which a quorum is present.



**10.3** Restrictions on Amendment. Notwithstanding any provision of this Article 10 to the contrary, these Bylaws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other Condominium Document, as the same may be amended from time to time in accordance with the provision thereof, or any rights of Developer or rights or priorities of an Institutional First Mortgagee without the prior written consent thereto by Developer or such institutional First Mortgagee, as the case may be.

**10.4** Form of Amendment. Any instrument amending the Bylaws shall identify the particular Section or Sections being amended and give the exact language of such amendment. A copy of each such amendment certified by the Secretary of the Association shall be attached to any certified copy of these Bylaws and a copy of each amendment certified by the Secretary of the Association shall be recorded amongst the Public Records of Palm Beach County, Florida.

The undersigned certifies that the foregoing is a true and complete copy of the  
Bylaws of CONGRESS COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC.

CONGRESS COMMERCE CENTER  
CONDOMINIUM ASSOCIATION, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 6

### RULES AND REGULATIONS

1. USES. All Owners and any tenants shall utilize the Units in conformity to the City of Delray Beach zoning code and no use shall be permitted which shall create a nuisance or which shall be in violation of any law or statute. Prior to actual use of premises, all Owners or tenants shall obtain an occupational license from the city acknowledging permitted use. All Owners and tenants acknowledge that the property zoning creates limitations on various uses.

No Owner or tenant may carry on any activity that shall create a nuisance for other Unit Owners or tenants. Noise in excess of normal light industry standards shall not be allowed.

2. SIGNS. In order to create uniformity and an overall pleasing appearance for the Condominium, all signs must be approved by the Condominium Association through its Board of Directors or through a special review committee if established. For the warehouse type Units, signs shall not exceed 2' by 8' in size. For all other Units, signs shall be only allowed on the doors.

3. TRUCK AND EQUIPMENT STORAGE. Trucks in excess of one (1) ton carrying capacity shall be parked only in rear or interior side yards. They shall not be able to be seen from any neighboring properties or any public right of way.

Industrial equipment (including bulldozers, cranes, drag lines, derricks, tractors, and other implements for moving equipment or construction) must be stored within fully enclosed buildings overnight or when otherwise not in use.

4. PARKING. There shall be certain designated spaces for parking that may be used only by the Owners or their tenants allowed. All other parking spaces are for general use of Owners, tenants, their guests, clients, and customers. No Owner or tenant may park vehicles in front of Unit or Units or facing a public road for long periods of time with the purpose of creating alternative advertising by having the vehicles painted or having attached thereto large signs and advertising.

5. TRASH AND GARBAGE COLLECTION. In order to have an orderly and efficient trash and garbage collection for the Condominium, the Association shall be responsible for all organization and regulation thereof.

For office and retail Owners and tenants, trash and garbage dumpsters shall be provided in spaces approved on the development site plan. The Association shall contract directly with a service provider for pick-up and costs for such will be charged to the respective Units and become part of the Unit's monthly maintenance fee.

For other Units, the Association shall negotiate with a service provider to obtain favorable rates and collection times and procedures to ensure quality and uniform trash and garbage collection. Each

Unit Owner or tenant shall then enter into a direct contract for trash and garbage collection with the selected provider and will be directly billed by the provider for service. All contracts between the provider and Unit Owners or tenants shall be approved by the Association, and any violation of the contract will be considered a violation of these rules and regulations. Trash containers will be allowed outside of the Unit only for the purpose of collection which will be between the hours of 8:00 a.m. and 10:00 a.m.

6. ENFORCEMENT. Should these rules and regulations be violated by any Owner, tenant, guest, or licensee, the Association will cite the offender in writing. Should the violation not be corrected within 7 days, the Association may enforce the rules by appropriate actions at law and there will be assessed a \$125 fine to reimburse the Association for costs to seek enforcement. The Association may file a lien on the Unit and enforce same in the manner of other liens.