

Name

Address:



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DR BK 16532 PG 0355
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

This is a Public Document

DECLARATION OF CONDOMINIUM

OF

JUPITER GARDENS OFFICE CONDOMINIUM, a nonresidential Condominium

Pursuant to Chapter 718, Florida Statutes, Robert A. Berman, as General Partner of Central Boulevard Associates, Ltd., a Florida Limited Partnership, hereinafter called "Developer", for itself, its successors, grantees and assigns, makes the following declarations:

1. SUBMISSION STATEMENT. Developer hereby submits the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called The Condominium Act.

1.1 NAME. The name by which the condominium property is to be identified is JUPITER GARDENS OFFICE CONDOMINIUM, a nonresidential condominium.

1.2 THE LAND. The legal description of the land owned by Developer which by this instrument is being submitted to condominium form of ownership and located in Palm Beach County, Florida is described as follows:

PARCEL I

The east 323 feet of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of Section 3, Township 41 south, Range 42 east, less the north 944.4 feet thereof and less the south 229.96 feet of the west 190.00 feet of the east 250.00 feet of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of said Section 3, Township 41 south, Range 42 east, and less the east 60.00 feet of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of said Section 3, Township 41 south, Range 42 east, less the north 944.4 feet, Palm Beach County, Florida;

PARCEL II

And

The south 183.9 feet of the north 944.4 feet of the east 260.0 feet of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4), less the east 60 feet thereof, for road right of way, of Section 3, Township 41 south, range 42 east, Palm Beach County, Florida;

PARCEL III

Together with:

The west 7 feet of the south 402 feet of the east 1/4 of the northeast 1/4 of the southwest 1/4 of Section 3, Township 41 south, Range 42 east, Palm Beach County, Florida.

PARCEL IV

Together with (O.R.B. 5405, Page 772) the west 70 feet of the south 183.9 feet of the north 944.5 feet of the east $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 3, Township 41 south, Range 42 east, Palm Beach County, Florida; Less however; the west 22.0 feet, less the north 760.5 feet and also less the south 537.5 feet of the east $\frac{1}{4}$ of the northeast $\frac{1}{4}$, of the southwest $\frac{1}{4}$ of Section 3, Township 41 south, Range 42 east.

PARCEL V

And

The north 215 feet of the south 537.5 feet of the east one-half of the west one-half of the east one-half of the northeast one-quarter of the southwest one-quarter of Section 3, Township 41 south, Range 42 east, as recorded in Public Records of Palm Beach County, Florida.

The above described property will be hereafter generally referred to as "The Land". Developer reserves the right to add additional land without the consent of unit owners or mortgagees.

2. IDENTIFICATION OF UNITS. The Condominium consists of two (2) separate two-story buildings, which are substantially alike consisting of thirty six (36) units: each building contains eighteen (18) units. The northerly building is located at 250 Central Boulevard, Jupiter, FL 33458 and will be designated as Building A and the southerly building is located at 270 Central Boulevard, Jupiter, FL 33458 and will be designated as Building B. The units are numbered Unit 100A through Unit 108A on the first floor of Building A and Unit 200A through 208A on the second floor of Building A. The units are numbered 100B through 108B on the first floor of Building B and 200B through 208B on the second floor of Building B. Unit 100A and Unit 200A are the easterly most units in Building A. Unit 100B and 200B are the easterly most units in Building B.

3. SURVEY OF LAND AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. A survey of the land and a graphic description of the improvements to be constructed are attached as Exhibits "A-1", "A-2", "A-3", "A-4", "A-5" and "A-6". The certificate of surveyor, architect or engineer as defined in and required by Florida Statue 718.104(e) is attached as Exhibit "E" (Sheet 2 of 10).

4. SHARE IN COMMON ELEMENTS. The undivided interest in common elements appurtenant to each unit has been determined on a fractional basis. There are a total of 36 units and $\frac{1}{36}$ undivided interest in Common Elements is appurtenant to each unit, except for units 102A and 103A of Building A, which shall be $\frac{3}{72}$ and $\frac{1}{72}$ respectively. Common Elements means all those items stated in the Condominium Act, and all tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association and all portions of the condominium property not included in the Units, except that individual air conditioning and other mechanical equipment specifically serving a given Unit

shall not be a Common Element but rather shall be a part of the Unit it serves. Units shall be allowed access to the Common Elements for the installation and maintenance of individual air conditioning and other mechanical equipment in accordance with the plans and specifications for the building containing the unit and subject to approval by the Association. Additionally, units located on the second floor shall have access to the Common Element area above that unit for the same purposes.

5. **COMMON EXPENSES AND COMMON SURPLUS.** The proportions of and manner of sharing common expenses and common surplus are the same as the undivided shares in the Common Elements. Common Expense means expenses of administration and management of the Condominium Property; expenses of maintenance, operation, repair or replacement of Common Elements; any utility costs not billed directly to the Owners of separate Units; expenses declared Common Expenses by the provisions of this Declaration or the By-Laws; and any valid charge against the Condominium as a whole for which Unit Owners are responsible to the Association. Common Surplus means the amount of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements which exceeds the Common Expenses.

6. **ASSOCIATION.** The name of the Condominium Association, which is a corporation not for profit under the laws of Florida, is JUPITER GARDENS OFFICE CONDOMINIUM ASSOCIATION, INC. The Articles of Incorporation of the Association are attached as Exhibits "B-1", "B-2", "B-3", and "B-4". A copy of the Bylaws of the Association is attached as Exhibits "C-1", "C-2", "C-3", "C-4", "C-5", "C-6", and "C-7".

7. **UNIT OWNERS' MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION.** The members of the Association shall consist of all of the record owners of units in the condominium. Each unit shall be entitled to one vote. The maximum total number of votes shall be thirty-six votes. The term "two-thirds of the entire membership of the Association" means twenty-four votes. A majority of the membership of the Association means nineteen votes.

8. **SIGNS.** All signs shall be in conformity with the Town of Jupiter or any other governmental agency. The location, color and design of such sign shall be at the direction and specifications of the association and no such sign shall be erected until approved in writing by the Association. All signs shall be of the size and material specified by the Association. The Association shall require a uniform theme to all signs erected and shall specify a specific vendor for the fabrication and installation of all signs.

9. **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 and Lower Boundaries. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (1) Upper Boundaries – The plane of the lower surface of the bottom truss cord of the roof trusses.
 - (2) Lower Boundaries – The plane of the undecorated concrete floor.

- b. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the unpainted finished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries.
- c. Clarification. The restroom and vanity partitions contained in each unit are wholly within the boundaries of the unit, the perimetrical boundaries being extended as if such partitions did not exist.

All exterior doors and windows are part of the respective units which they serve.

10. PARKING. Each unit shall have the exclusive right to the use of one (1) parking space (with the exception of units 104B & 105B, which shall have the exclusive right to two (2) parking spaces each) as set forth in the West Parking Area which is attached as Exhibit "D". All unit owners and their employees shall park in the parking area west of Buildings A & B and never park in the area between or adjacent to Building A & B.

11. AMENDMENT. Except as elsewhere provided, this Declaration may be amended at any regular or special meeting of the Association by approval of not less than two-thirds of the entire votes of the membership of the Association.

12. USE RESTRICTIONS. No unit shall be used, occupied or improved unless the Association approves, in writing, the proposed use of the unit and construction of any improvements. Prior to the application for an occupational license and/or building permit, all unit owners shall submit, in a form specified by the Association, a statement of intended use along with any proposed plan of improvement (including 2 sets of detailed construction drawings and specifications.) The unit shall be assessed the actual cost of a review by an Architect selected by the Association to insure that the proposed improvement conforms to the overall design and construction of the condominium, use of common elements and compatibility with all other units in the building. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists.

- a. The units shall only be used for business purposes and no immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
- b. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.
- c. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to owners or which interferes with the peaceful possession and property use of the property by its owners. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

- d. No use of any condominium unit shall be allowed unless specifically provided for in this Declaration or a duly adopted amendment. The following uses are specifically allowed:

Business and Professional offices
Medical and Dental (including Dental Labs)
Travel Bureau
Optician

In no event shall the following uses be allowed unless an amendment to this Declaration is approved by all of the unit owners:

Day Care Centers	Restaurants – Taverns – Lounges
Veterinary – Pet Shops	Residential Dwelling
Beauty Parlors	Storage of Toxic or Flammable Materials
Repair Shops	Motor Vehicle or Boat Sales
Convenience Stores	Laundries, self-service or otherwise
Print Shops	Distribution Businesses
Moving and Storage	Indoor Storage
Clothing Stores	Gift Shops
Decorators	Barber Shops
Dry Cleaning	Newsstands
Hardware	Pharmacy
Florists Shops	Accessory Stores
Specialty Stores	

- f. No boat trailers, trailers, motor homes, tractors, recreational vehicles, or buses shall be parked any place on the condominium property.
- g. No television or radio antennas or other types of antennas or structures shall be placed by any unit owner on or adjacent to the building except a satellite dish not to exceed two feet in diameter necessary for business purposes. The satellite dish shall be approved by the Association as to size and location.
- h. The condominium is served by one master water meter, and the cost of water is borne by the condominium unit owners as a common expense. However, the Association through its board of directors has the right to at any time place a water meter on any unit which the board of directors feels may be using a disproportionate share of the water. If such newly installed water meter discloses over a period of one month that the unit is using one and one half times the average consumption per unit or more, then the unit owner shall be assessed for the cost of the water meter and shall thereafter pay for the water use by his unit to the extent that such usage exceeds one and one-half times the average per unit. As an alternative, the Association may require any unit owner to hook up directly to the public water supply and to be separately metered and pay for his water usage directly to the utility. Any increase in sewer cost occasioned by a unit's excessive water use shall be borne solely for such unit owner and shall be

assessed by the Association against that unit. More specific rules concerning water consumption and sewer service may be adopted from time to time by the Association.

- i. Each unit owner shall install, own and maintain as part of his unit a suspended ceiling, or the equivalent, which meets or exceeds the building and fire requirements of the applicable governmental entities or agencies having jurisdiction.

All walkways shall be kept clean and free from obstructions. No articles or any sort shall be placed upon the walkways in front of each building on either a temporary or permanent basis.

- k. All exterior windows and doors shall be adequately maintained by the respective unit owners. Any cracked or broken glass shall be replaced by the unit owner at his expense, and should he fail to replace such cracked or broken glass within a reasonable time not to exceed thirty days after notice from the Association to do so, then the Association shall have the right to replace the glass and specially assess the unit owner.

- l. Door locks and keys shall be in conformity with the master key system established by the Developer and transferred to the Association. Unit owners shall be required to purchase locks and/or keys from a vendor specified by the Association to assure accessibility to all units in an emergency.

13. TRANSFER APPROVAL. Requirements for resale, lease, sublease and other transfers, application forms and transfer fees.

- a. The Association shall approve or disapprove any proposed resale of a unit within ten (10) business days after receipt of application. Any sale, lease, sublease or other transfer will be approved by the Association provided the prospective Purchaser, lessee, sub-lessee or other transferee shall read the rules and regulations, Bylaws, Declaration of Condominium and Articles of Incorporation and shall agree to abide by the terms contained therein and provided the unit owner (Seller) is current on all assessments. Any sale, lease, or sublease not authorized pursuant to the Bylaws and Declaration shall be void unless subsequently approved by the Association.

- b. Transfer fees shall be set from time to time by the Association under Florida Statute 718.112 (2) (i) which currently is not to exceed \$100.00 per applicant.

- c. Application for approval forms of the Association shall be provided to the unit owners by the Association as stated below:

- i. Application for Use, Occupancy and/or Improvement of a Unit to be executed by the unit owner.

- ii. Application for Unit Lease/Sublease to be executed by both owner and unit lessee.
- iii. Application for Sale or other Transfer (excluding a mortgage) to be executed by both the buyer and seller.
- iv. Nonresidential Sale Approval Certificate in recordable form for Official Record Book and which is recorded with the Deed of Conveyance.

14. **TERMINATION.** The condominium may be terminated in the manner provided by The Condominium Act. The termination of the condominium shall be evidenced by a certificate of the Association executed by its President and Secretary effective upon being recorded in the public records of Palm Beach County, Florida. Upon termination, the condominium property shall be owned in common by the unit owners. The undivided share in the property owned in common by each unit owner shall, upon termination, be according to the same proportions as the ownership of the Common Elements and common surplus. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon the units.

15. **LIEN FOR ASSESSMENTS.** The Association shall have the right to levy assessments for the common expenses (General Assessment) and for other expenses, repairs, fees, fines, etc., associated with the administration of the condominium (Special Assessments). The Association has a lien on each condominium unit for any unpaid assessments with interest at the highest legal rate and reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether with or without suit, and including any appeals.

When the mortgagee of a first mortgage of record, or other purchaser, of a unit obtain title to the condominium unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless the share is secured by a claim of lien for assessments as recorded prior to the recording of the foreclosed mortgage or the mortgage which resulted in the deed in lieu of foreclosure.

16. **ALTERATION OF PLANS.** Developer reserves the right to change the interior design and arrangement of all units and to alter the common boundaries and common walls between units so long as Developer owns the units so altered. Any alteration of plans by Developer pursuant to this authorization shall be reflected by an amendment to this Declaration, which amendment shall be required to be signed and acknowledged only by the Developer and shall not be required to be approved by the Association, any unit owners or lienors or mortgagees of units (except a construction mortgage lender whose approval in advance in writing shall be required) or of the condominium, whether or not elsewhere required by an amendment.

17. **TRANSFER OF ASSOCIATION CONTROL.** Developer shall maintain control of the Association for the maximum time permitted by law.

When unit owners other than the Developer own fifteen (15.0%) percent or more of the units in the condominium that will be operated ultimately by the Association, then the unit owners other than the Developer shall be entitled to elect no less than one-third of the members of the board of administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the board of administration of the Association:

- a. Three years after fifty percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- b. Three months after ninety percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- c. When all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- d. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

Whichever occurs first. The Developer is entitled to elect at least one member of the board of administration of the Association as long as the Developer holds for sale in the ordinary course of business at least two of the units in the condominium operated by the Association.

If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- a. Assessment of the Developer as a unit owner for capital improvement.
- b. Any action by the Association that would be detrimental to the sale of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of units.

18. **EASEMENTS.** Easements are reserved throughout the condominium property as may be required for utility services in order to serve the condominium adequately. No unit owner shall do anything within or outside his unit that interferes with or impairs the utility services using the easements. Each of the following easements is hereby reserved to the Developer, its grantees, successor and assigns, and is a covenant running with the land of the condominium.

- a. Utility easements, as may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than the condominium property) previously, now or hereafter, owned by the Developer which are adjacent to or in the vicinity of the condominium property. **PROVIDED HOWEVER**, easements through a unit shall be according to the plans and specifications for the

building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.


- b. Ingress and egress easements, for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and common elements as the same from time to time may exist; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf for the purpose of creating such easement.
- c. Easements of Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element, or upon any other unit by reason of original construction or by the non-purposeful or non-negligent act of any unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall actually exist. In the event that any portion of the common elements shall encroach upon any such unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall actually exist.

19. RIGHTS OF PRIMARY INSTITUTIONAL FIRST MORTGAGEE. Enterprise National Bank of Palm Beach, hereinafter referred to as "the Primary Institutional First Mortgagee", does not assume and is not responsible for any of the obligations and liabilities of the Declarant, and none of the representations contained in this Declaration or any Exhibits thereto shall be deemed to have been made by or impose any obligations on the Primary Institutional First Mortgagee. All rights, benefits, and privileges in favor of the Declarant shall inure to the benefit of the Primary Institutional First Mortgagee or a receiver or third-party purchaser in the event of foreclosure, or a deed given in lieu of foreclosure, in the event the Primary Institutional First Mortgagee or its successors and assigns shall ever succeed to the Declarant's interest in the Condominium. Notwithstanding anything to the contrary elsewhere in this Declaration, the provisions of this paragraph shall not be amended without the prior written consent of the Primary Institutional First Mortgagee at any time that the Primary Institutional First Mortgagee and/or its successors and assigns hold a mortgage encumbering any portion of the Condominium. Where consent of the Primary Institutional First Mortgagee is required, such consent shall not be unreasonably withheld.


IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 29
day of January, 2004.

Witnesses:


PAMELA K. SPEER


Carrie A. Morgan

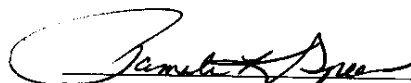
Central Boulevard Associates, Ltd.
A Florida Limited Partnership

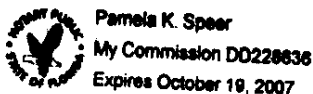

Robert A. Berman
General Partner

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Robert A. Berman, as General Partner of Central Boulevard Associates, Ltd., a Florida Limited Partnership, who is personally known to me and known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this the
29 day of January, 2004.


Notary Public
My Commission Expires:



Certified
copy

FOR VALUE RECEIVED, the undersigned, being the holder of the mortgage on the Condominium Property, hereby consent to the aforesaid Declaration of Condominium and the Exhibits attached thereto.

Joel A. Quill
[Signature]

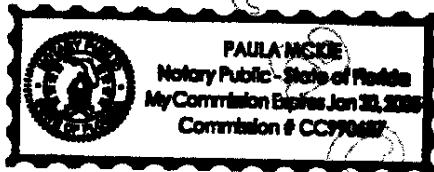
Enterprise National Bank of Palm Beach

By: Robert G. Comerchick V.P.

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Robert G. Comerchick of Palm Beach, the Vice President of Enterprise National Bank, ~~who is personally known to me~~ or who has produced _____ as identification, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same.

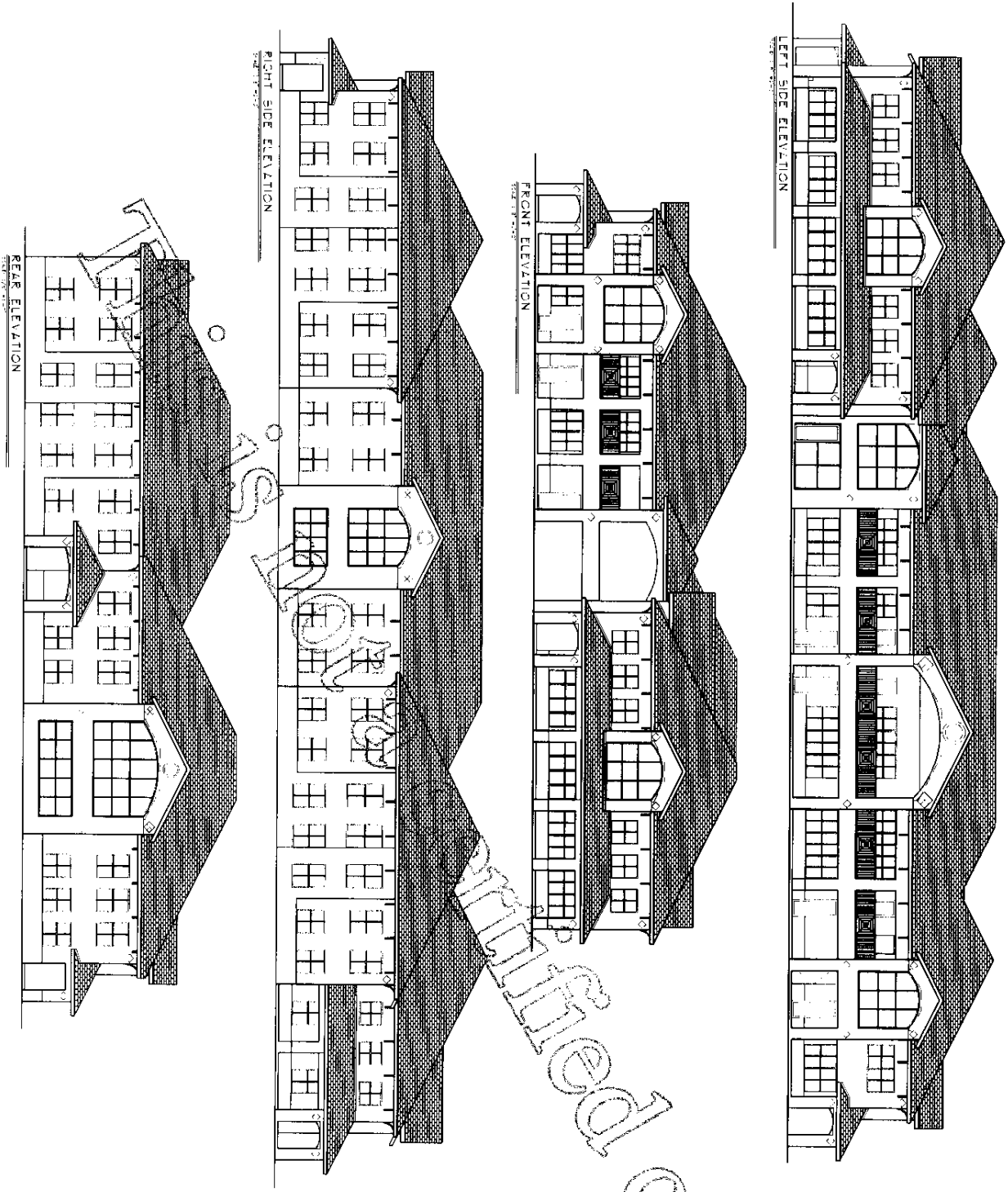
WITNESS my hand and official seal in the County and State last aforesaid this the 5th day of February, 2004.



Paula McKie
Notary Public
My Commission Expires:

Certified Copy

EXHIBIT A-2

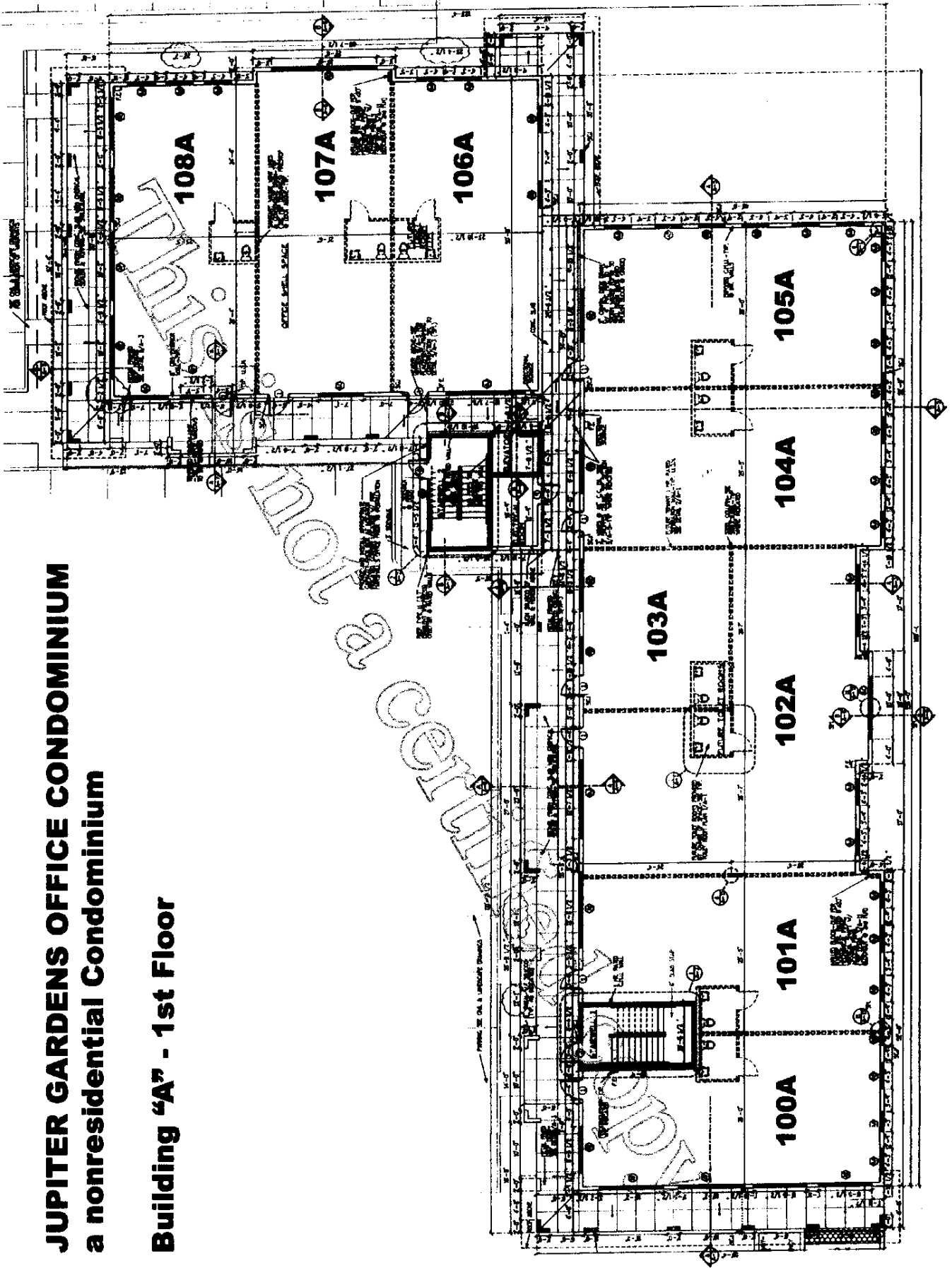


STERGAS & ASSOCIATES, AIA ARCHITECTURE • INTERIOR DESIGN • PLANNING

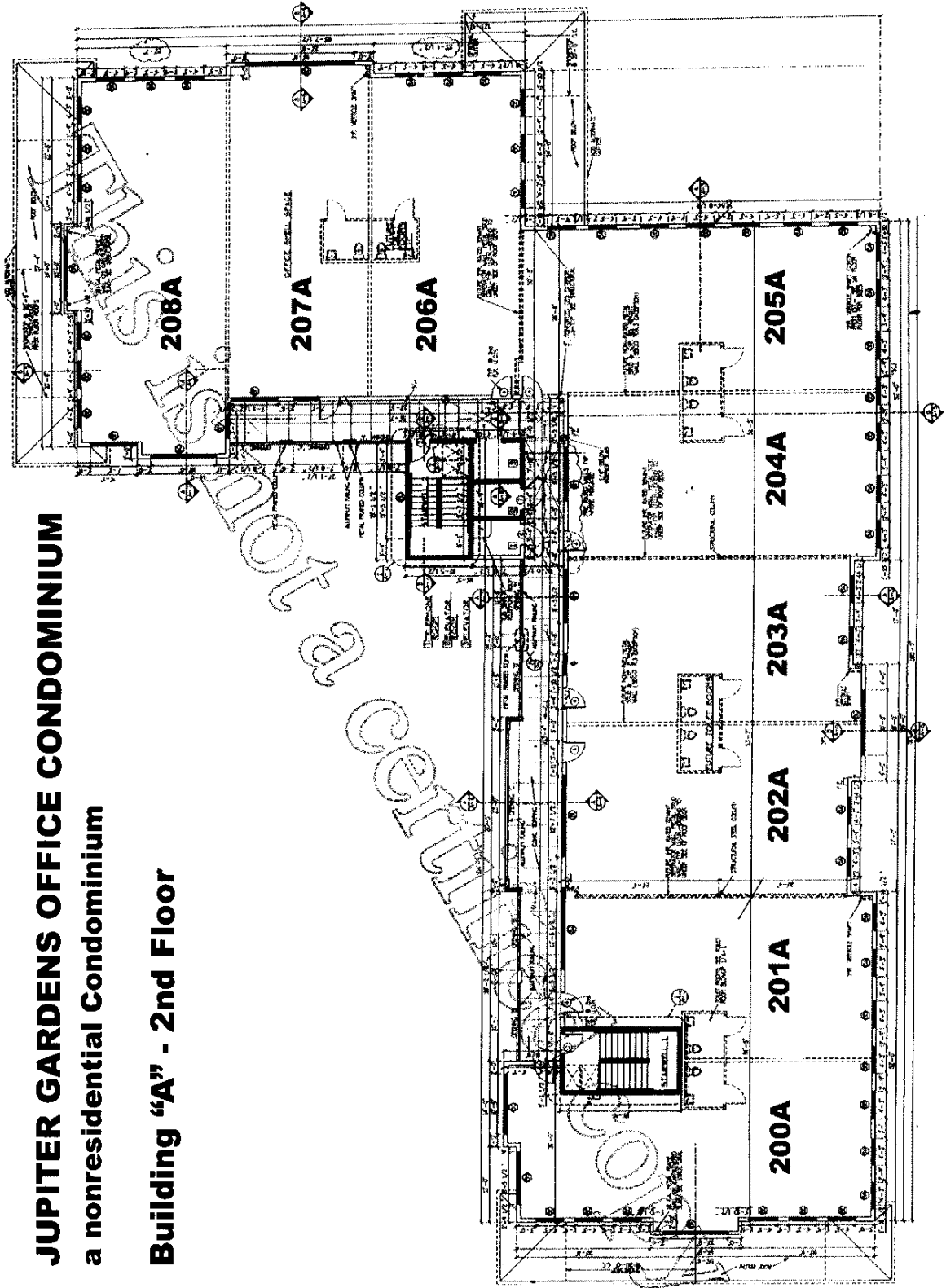
	PROJECT: GARDENS AT THE COMMONS (A Non-residential Condominium)		ARCHITECT: STERGAS & ASSOCIATES, AIA architecture • interior design • planning
	150 ANDERSON BOULEVARD JUPITER, FLORIDA		
	DATE: 10/10/07		
	DRAWN BY: [Name]		
	CHECKED BY: [Name]		

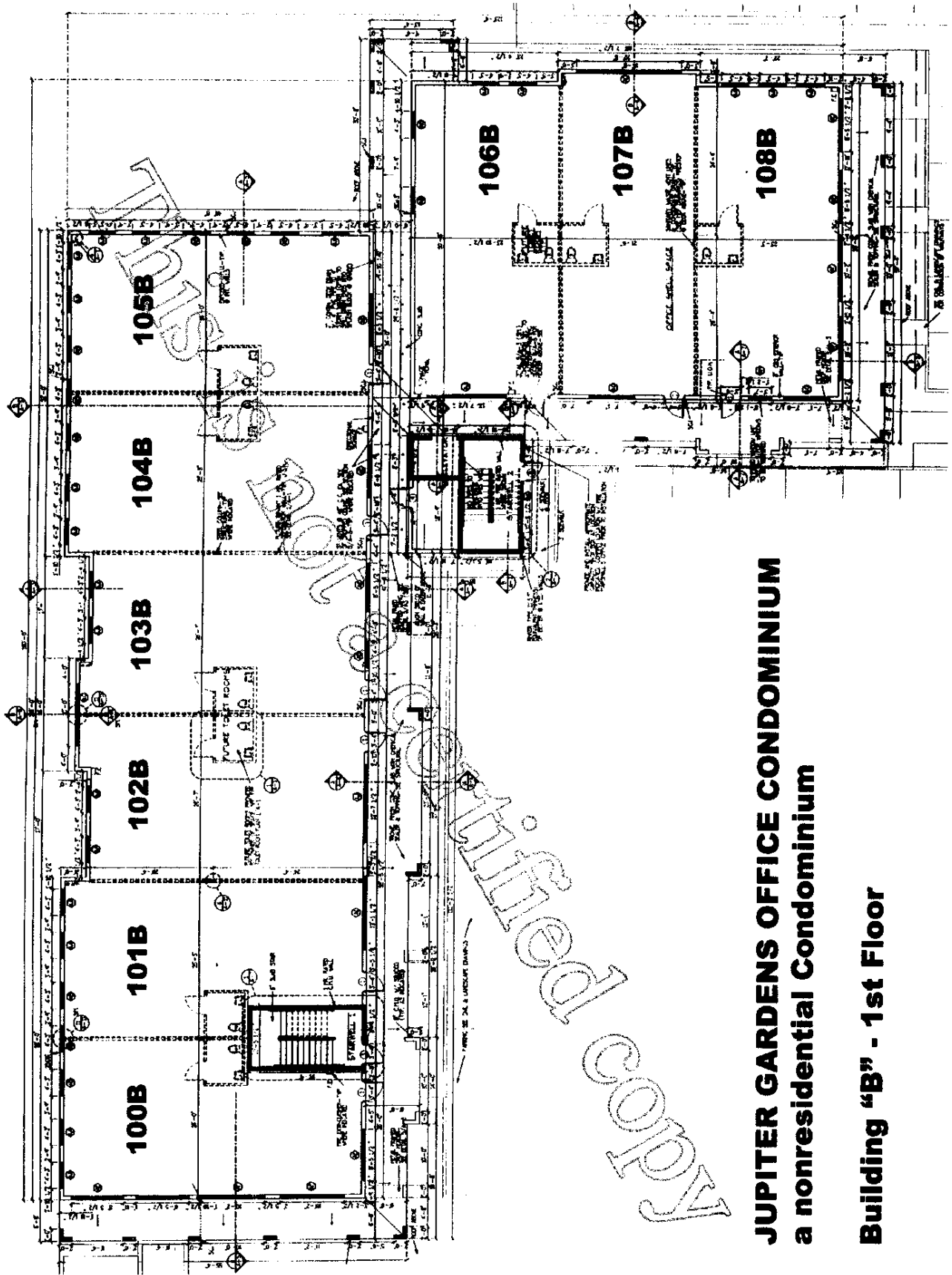
**JUPITER GARDENS OFFICE CONDOMINIUM
a nonresidential Condominium**

Building "A" - 1st Floor



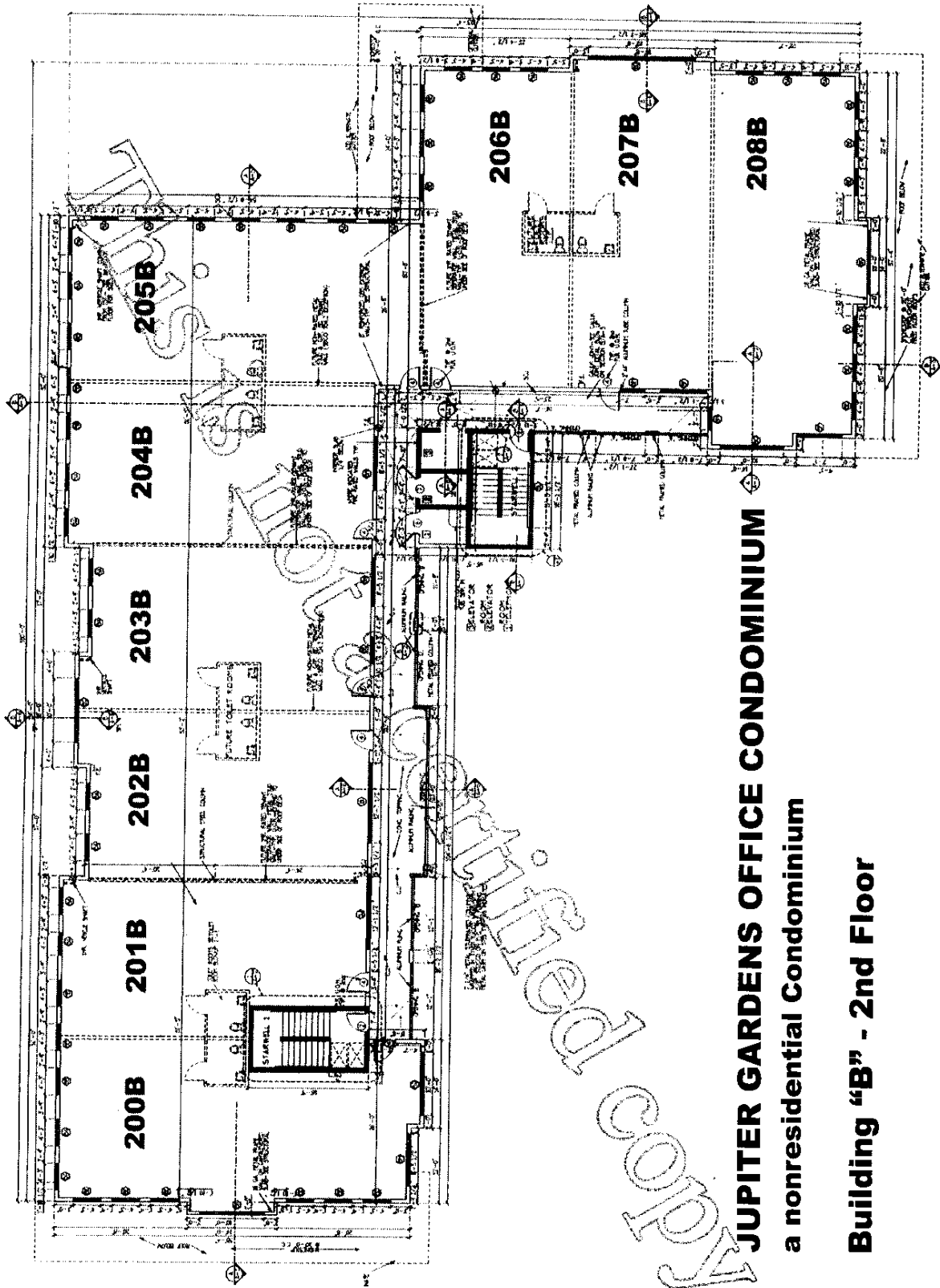
JUPITER GARDENS OFFICE CONDOMINIUM
a nonresidential Condominium
Building "A" - 2nd Floor





JUPITER GARDENS OFFICE CONDOMINIUM
a nonresidential Condominium

Building "B" - 1st Floor



JUPITER GARDENS OFFICE CONDOMINIUM

a nonresidential Condominium

Building "B" - 2nd Floor

Page 1
02 MAY 20 AM 9:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

JUPITER GARDENS OFFICE CONDOMINIUM ASSOCIATION, INC.

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a non profit Corporation under Chapter 617 of the Florida Statutes.

ARTICLE 1 - NAME

The name of the Corporation is **JUPITER GARDENS OFFICE CONDOMINIUM ASSOCIATION, INC.** (hereinafter, "Corporation").

ARTICLE 2 - PURPOSE OF CORPORATION

The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida mainly an office condominium association.

ARTICLE 3 - PRINCIPAL OFFICE

The address of the principal office of this Corporation is 6731 Donald Ross Road, Palm Beach Gardens, Florida 33418 and the mailing address is Post Office Box 30128, Palm Beach Gardens, Florida 33420.

ARTICLE 4 - INCORPORATOR

The name and street address of the incorporator of this Corporation is:

Elsie Sanchez
1840 Southwest 22 Street, 4th Floor
Miami, Florida 33145

ARTICLE 5 - OFFICERS

The officers of the Corporation shall be:

President:	Robert A. Berman
Vice President:	Brian R. Berman
Secretary:	Joanne F. Berman
Treasurer:	Joanne F. Berman

whose addresses shall be the same as the principal address of the Corporation.



SPIEGEL & UTRERA, P.A.

LAWYERS
www.amerilawyer.com

1840 CORAL WAY, 4TH FLOOR, MIAMI, FL 33145 - (305) 854-6000 - (800) 603-3900 - FACSIMILE (305) 857-3700
MAILING ADDRESS - POST OFFICE BOX 450605, MIAMI, FL 33245-0605

EXHIBIT B-2

ARTICLE 6 - DIRECTORS

The Directors shall be elected by a majority vote of the Members of this Corporation. The Directors of the Corporation shall be:

Robert A. Berman
Joanne F. Berman
Brian R. Berman

whose addresses shall be the same as the principal address of the Corporation.

ARTICLE 7 - TERM OF EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE 8 - CAPITAL STOCK

This Corporation shall have no capital stock and shall be composed of members rather than shareholders.

ARTICLE 9 - QUALIFICATIONS OF MEMBERSHIP

The categories of membership, qualifications for membership and the manner of admission shall be as set forth in and regulated by the By Laws of the Corporation.

ARTICLE 10 - VOTING RIGHTS

Members of the Corporation will have such voting rights as are provided in the By Laws of the Corporation.

ARTICLE 11 - LIABILITIES FOR DEBTS

Neither the members nor the members of the Board of Directors or officers of the Corporation shall be liable for the debts of the Corporation.



SPIEGEL & UTRERA, P.A.

LAWYERS

www.amerilawyer.com

1840 CORAL WAY, 4TH FLOOR, MIAMI, FL 33145 - (305) 854-6000 - (800) 603-3900 - FACSIMILE (305) 857-3700
MAILING ADDRESS - POST OFFICE BOX 450605, MIAMI, FL 33245-0605

EXHIBIT B-3

ARTICLE 12 - REGISTERED OFFICE AND REGISTERED AGENT

The initial address of registered office of this Corporation is Spiegel & Utrera, P.A., located at 1840 Southwest 22 Street, 4th Floor, Miami, Florida 33145. The name and address of the registered agent of this Corporation is Spiegel & Utrera, P.A., 1840 Southwest 22 Street, 4th Floor, Miami, Florida 33145.

ARTICLE 13 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 14 - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the Members, and approved at a Members meeting by a majority of the Members, unless all the Directors and all the Members sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.



SPIEGEL & UTRERA, P.A.

LAWYERS
www.amerilawyer.com

1840 CORAL WAY, 4TH FLOOR, MIAMI, FL 33145 - (305) 854-6000 - (800) 603-3900 - FACSIMILE (305) 857-3700
MAILING ADDRESS - POST OFFICE BOX 450605, MIAMI, FL 33245-0605

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this 17 May 2002.

Elsie Sanchez

Elsie Sanchez, Incorporator

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION**

Spiegel & Utrera, P.A., having a business office identical with the registered office of the Corporation name above, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation, is familiar with and accepts the obligations of the position of Registered Agent under Section 617.0501, Florida Statutes.

Spiegel & Utrera, P.A.

By: *[Signature]*

Natalia Utrera, Vice President

ARTPNPES

02 MAY 20 AM 9:55
SECRETARY OF STATE
TALLAHASSEE FLORIDA



SPIEGEL & UTRERA, P.A.

LAWYERS
www.amerilawyer.com

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**BY LAWS
OF
JUPITER GARDENS OFFICE
CONDOMINIUM ASSOCIATION,
INC.**



SPIEGEL & UTRERA, P.A.

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MAILING ADDRESS - POST OFFICE BOX 450605. MIAMI. FL 33245-0605

ARTICLE I

OFFICES

The principal office of the corporation shall be established and maintained as designated in the Articles of Incorporation. The Corporation may also have offices at such places within or without the State of Florida as the Board of Directors may from time to time establish.

ARTICLE II

PURPOSES

1. The purposes for which the Corporation is formed are those set forth in its Articles of Incorporation, as from time to time amended. The Corporation is not formed for pecuniary or financial gain, and no part of the assets, income, or profit of the Corporation is distributable to, or inures to the benefit of its directors or officers except to the extent permitted under the Not-for-Profit Corporation Laws of the State of Florida. The Corporation shall not participate in the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

2. The Corporation may lease, and, by gift, devise, or purchase, own and operate real estate for the Corporate purposes; and the Corporation may also solicit donations and accept money or personal property in aid of its purposes and to maintain the same.

ARTICLE III

BASIC POLICIES

The following are basic policies of the Corporation:

1. The Corporation shall be noncommercial, nonsectarian, and nonpartisan.
2. The name of the Corporation or the names of any members in their official capacities shall not be used in any connection with a commercial concern or with any partisan interest or for any purpose not appropriately related to promotion of the purposes of the Corporation.
3. The Corporation may cooperate with other organizations and agencies concerned with child welfare but persons representing the Corporation in such matters shall make no commitments that bind the Corporation.

ARTICLE IV

MEMBERSHIP AND DUES

1. Any individual who subscribes to the purposes and basic policies of the Corporation may become a member of the Corporation subject only to compliance with the provisions of the Articles of Incorporation and the Bylaws. Membership in the Corporation shall be available without regard to race, color, creed, or national origin.

2. The Corporation shall conduct an annual enrollment of members but persons may become members at any time.

3. Only members in good standing with the Corporation shall be eligible to participate in its business meetings, or to serve in any of its elective or appointive positions.

4. If the Board of Directors requires, each member of the Corporation shall pay annual dues to the Corporation in an amount determined by the Corporation's Board of Directors from time to time.

ARTICLE V

OFFICERS AND THEIR ELECTION

1. Officers.

1.1 The officers of the Corporation shall consist of a President, Vice-President(s), a Secretary, and a Treasurer.

1.2 Officers shall be elected annually by vote of the Directors of the Corporation on the first non-legal holiday, Monday of the anniversary month of the Incorporation of the Corporation. However, if there is but one nominee for any office, it shall be in order to move that the Secretary cast the elective ballot of the Corporation for the nominee.

1.3 Officers shall assume their official duties following the close of the Annual Meeting and shall serve for a term of one year and until the election and qualification of their successors.

1.4 A person shall not be eligible to serve more than two consecutive terms in the same office unless approved in advance by the Board of Directors.

2. Election.

2.1 There shall be a nominating committee composed of three members, one of whom shall be selected by the Board of Directors from its body, and two of whom shall be elected by the Corporation at a regular meeting at least one month prior to the election. The person receiving the highest number of votes cast by the Directors of the Corporation shall serve as Chairperson.

2.2 The nominating committee shall nominate one eligible person for each office to be filled and report its nominees at the regular meeting one month before the election at which time additional nominations may be made from the floor.

2.3 Only those persons who have signified their consent to serve if elected shall be nominated for or elected to such office.

3. Vacancy. A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a majority vote of the remaining members of the executive committee, notice of such election having been given. In case a vacancy occurs in the office of President, the Vice President shall serve notice of the election.

ARTICLE VI

DUTIES OF OFFICERS

1. The President shall preside at all meetings of the Corporation and of the Board of Directors at which the President may be present; shall perform such other duties as may be prescribed in these Bylaws or assigned to the President by the Corporation or by the Board of Directors and shall coordinate the work of the officers and committees of the Corporation in order that the purpose of said duty may be promoted.

2. The Vice President shall act as aide to the President and shall perform the duties of the President in the absence or disability of that officer to act.

3. The Secretary shall record the minutes of all meetings of the Corporation and of the Board of Directors and shall perform such other duties as may be delegated to him.

4. The Treasurer shall have custody of all of the funds of the Corporation; shall keep a full and accurate account of receipts and expenditures; and shall make disbursements in accordance with the approved budget, as authorized by the Corporation, Board of Directors, or a special committee. The Treasurer shall present a financial statement at every meeting of the Corporation and at other times when requested by the Board of Directors and shall make a full report at the annual meeting. The Treasurer shall be responsible for the maintenance of such books of account and records as to conform to the requirements of the Bylaws.

The Treasurer's accounts shall be examined annually by an auditor or an auditing committee of not less than three members, who, satisfied that the Treasurer's annual report is correct, shall sign a statement of that fact at the end of the report. The auditing committee shall be appointed by the Board of Directors at least two weeks before the annual meeting.

5. All officers' shall:

5.1 Perform the duties prescribed in the parliamentary authority in addition to those outlined in these Bylaws and those assigned from time to time.

5.2 Deliver to their successors all official material not later than ten days following the election of their successors.

ARTICLE VII

BOARD OF DIRECTORS

1. The Board of Directors may consist of the officers of the Corporation and the Chairperson of the Standing Committees, and representatives appointed by the members of the Corporation. Each director shall be at least eighteen years of age. The Chairperson(s) of the Standing Committees shall be selected by the officers of the Corporation. The members of the Board of Directors shall serve until the election and qualification of their successors.

2. The duties of the Board of Directors shall be

2.1 to transact necessary business in the intervals between meetings of the Corporation and such other business as may be referred to it by the Corporation;

2.2 to create standing committees;

2.3 to approve the plans of work of the standing committees;

2.4 to present a report at the regular meetings of the Corporation;

2.5 to appoint an auditor or an auditing committee at least two weeks before the annual meeting to audit the Treasurer's accounts;

2.6 to prepare and submit to the Corporation for approval a budget for the fiscal year; and

2.7 to approve routine bills within the limits of the budget.

3. Regular meetings of the Board of Directors shall be held quarterly, the time to be fixed by the Board at its first meeting of the year. A majority of the Board of Directors shall constitute a quorum. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board upon five days written notice.

3.1 Each Director shall be entitled to one vote at each meeting of the Directors and upon each proposal, matter or motion.

3.2 All proposals, matters or motions presented at the Board of Directors meeting shall be decided by majority vote of the Directors present at said meeting.

ARTICLE VIII

MEETINGS OF MEMBERS

1. Regular meetings of the Corporation shall be held on the first Monday, which is not a legal holiday, of each January, April, July, and September at the principal office of the Corporation at 10 o'clock a.m. unless otherwise provided by the Corporation or by the Board of Director. Ten days' notice shall be given of change of date.

2. The annual meeting shall be the first Monday, which is not a legal holiday, of the anniversary month of the Incorporation of the Corporation.

3. A majority of the members shall constitute a quorum for the transaction of business in any meeting of the Corporation.

4. Each member shall be entitled to one vote at each meeting of the members and upon each proposal, matter or motion.

5. All proposals, matters or motion presented at a meeting of members shall be decided by a majority vote of the members present at said meeting.

ARTICLE IX

STANDING AND SPECIAL COMMITTEES

1. The Board of Directors may create such standing committees as it may deem necessary to promote the purposes and carry on the work of the Corporation. The term of each Chairperson shall be one year and until the election and qualification of his successor.

2. The Chairperson of each standing committee shall present a plan of work to the Board of Directors for approval. No committee work shall be undertaken without the consent of the Board of Directors.

3. The power to form special committees and appoint their members rests with the Corporation.

4. The President shall be a member ex officio of all committees except the nominating committee.

ARTICLE X

SEAL

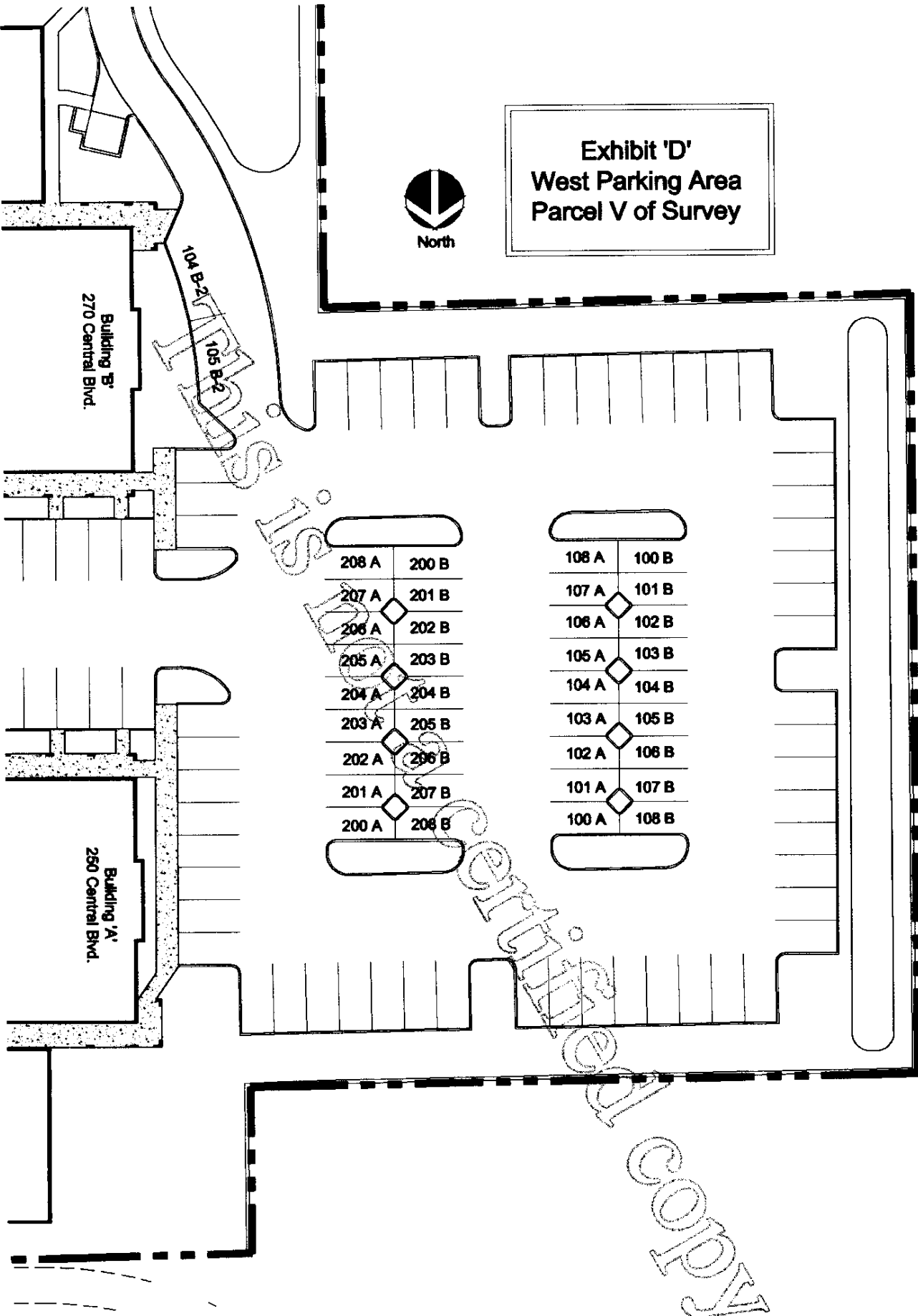
The Seal of the Corporation shall be as more particularly shown in the following impression:

ARTICLE XI

AMENDMENTS

These Bylaws may be amended, repealed, or altered in whole or in part by a majority vote at any regular or special meeting of the Board of Directors of the Corporation.

Exhibit 'D'
 West Parking Area
 Parcel V of Survey



208 A	200 B
207 A	201 B
206 A	202 B
205 A	203 B
204 A	204 B
203 A	205 B
202 A	206 B
201 A	207 B
200 A	208 B

108 A	100 B
107 A	101 B
106 A	102 B
105 A	103 B
104 A	104 B
103 A	105 B
102 A	106 B
101 A	107 B
100 A	108 B

Building 'B'
 270 Central Blvd.

Building 'A'
 250 Central Blvd.

104 B-2
 105 B-2

EXHIBIT 'E'
TO THE DECLARATION OF CONDOMINIUM OF
JUPITER GARDENS OFFICE CONDOMINIUM
A NONRESIDENTIAL CONDOMINIUM

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INDEX

1	OF	10	INDEX
2	OF	10	SURVEYORS CERTIFICATION
3	OF	10	LOCATION MAP
4	OF	10	GENERAL NOTES
5	OF	10	LEGAL DESCRIPTION OF LANDS BEING SUBMITTED TO CONDOMINIUM OWNERSHIP
6	OF	10	SURVEY, PLOT PLAN
7	OF	10	GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS BUILDING "A"—FIRST FLOOR
8	OF	10	GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS BUILDING "A"—SECOND FLOOR
9	OF	10	GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS BUILDING "B"—FIRST FLOOR
10	OF	10	GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS BUILDING "B"—SECOND FLOOR

This is not a copy

THIS SKETCH IS NOT COMPLETE UNLESS
 ACCOMPANIED BY SHEETS 1 THROUGH 10 OF 10.

MIXON LAND SURVEYING, INC.

311 WEST INDIANTOWN ROAD, SUITE 3
 JUPITER, FLORIDA 33458
 (561) 747-6046
 CERTIFICATE NO. LB 4199

JOB NO. 90-039 CADD FILE:90-039 SURVEY DATE:01/23/04 SHEET 1 OF 10

EXHIBIT 'E'

TO THE DECLARATION OF CONDOMINIUM OF
JUPITER GARDENS OFFICE CONDOMINIUM
A NONRESIDENTIAL CONDOMINIUM

SURVEYOR'S CERTIFICATE

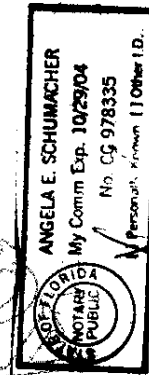
STATE OF FLORIDA)

COUNTY OF PALM BEACH)

SS JUPITER GARDENS OFFICE CONDOMINIUM, A NONRESIDENTIAL CONDOMINIUM

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED RICHARD A. MIXON, WHO AFTER BEING FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AS FOLLOWS:

- 1.) THAT HE IS A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF FLORIDA, BEING SURVEYOR NO. 3335.
- 2.) THE UNDERSIGNED, A SURVEYOR AND MAPPER DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS WHICH COMPRISE EXHIBIT "E", SHEETS 1 THROUGH 10, ALL OF WHICH ARE EXHIBITS ANNEXED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF JUPITER GARDENS OFFICE CONDOMINIUM, A NONRESIDENTIAL CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY AS IT RELATES TO MATTERS OF SURVEY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS; AND ALSO CERTIFIES THAT THE SURVEY REPRESENTED HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3.) ALL PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, AND ACCESS TO THE UNITS AND THE COMMON ELEMENTS SERVING EACH UNIT HAVE BEEN SUBSTANTIALLY COMPLETED.



[Signature]
FURTHER AFFIANT SAYETH NAUGHT:
RICHARD A. MIXON

PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 3335
MIXON LAND SURVEYING, INC.
311 WEST INDIANTOWN ROAD, SUITE 3
JUPITER, FLORIDA 33458
(561) 747-6046

SWORN TO AND SUSCRIBED BEFORE ME THIS 29 TH
DAY OF JANUARY, 2004.

[Signature]

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: 10/29/2004

THIS SKETCH IS NOT COMPLETE UNLESS
ACCOMPANIED BY SHEETS 1 THROUGH 10 OF 10.

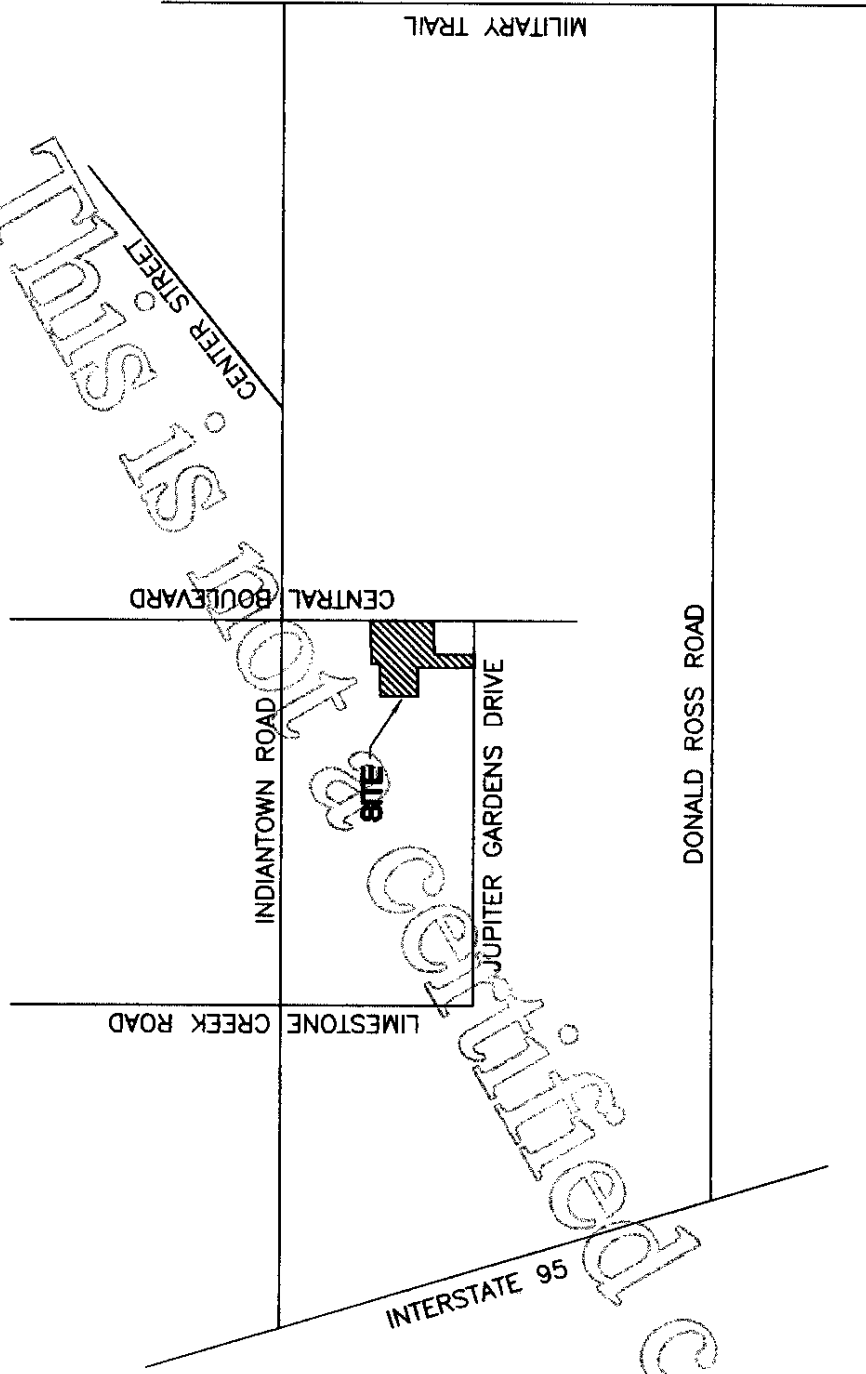
MIXON LAND SURVEYING, INC.

311 WEST INDIANTOWN ROAD, SUITE 3
JUPITER, FLORIDA 33458
(561) 747-6046
CERTIFICATE NO. LB 4199

EXHIBIT 'E'

TO THE DECLARATION OF CONDOMINIUM OF

**JUPITER GARDENS OFFICE CONDOMINIUM
A NONRESIDENTIAL CONDOMINIUM**



LOCATION MAP

DRAWING NOT TO SCALE

THIS SKETCH IS NOT COMPLETE UNLESS
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MIXON LAND SURVEYING, INC.

311 WEST INDIANTOWN ROAD, SUITE 3
JUPITER, FLORIDA 33458
(561) 747-6046

CERTIFICATE NO. LB 4199

JOB NO. 90-038 CADD FILE:90-039 SURVEY DATE:01/23/04 SHEET 3 OF 10

EXHIBIT "E"
TO THE DECLARATION OF CONDOMINIUM OF
JUPITER GARDENS OFFICE CONDOMINIUM
A NONRESIDENTIAL CONDOMINIUM

(SPECIAL NOTES SPECIFIC TO LOCATION OF CONDOMINIUM UNITS
AND LOCATION OF COMMON ELEMENTS FOR ALL BUILDINGS)

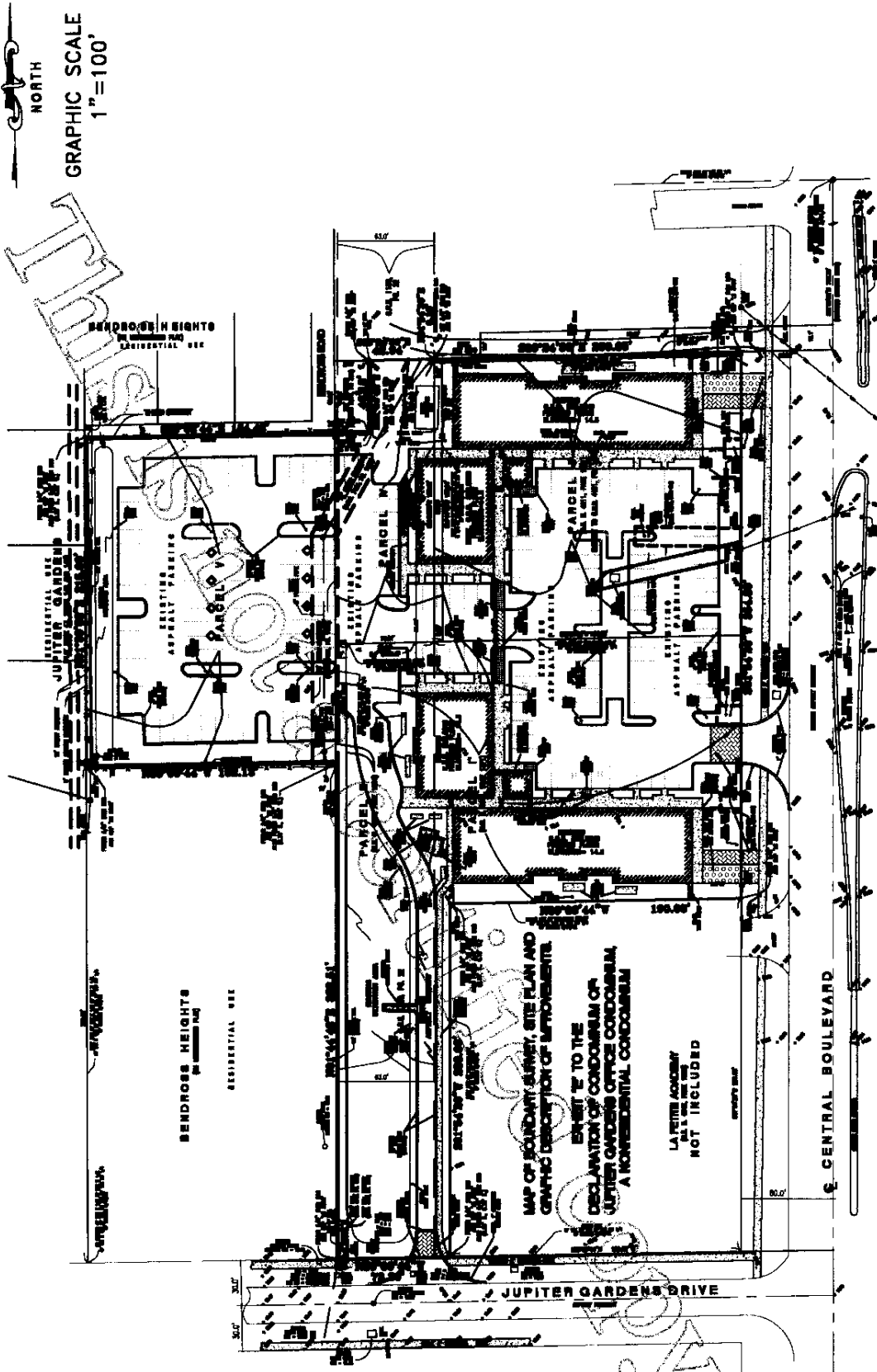
- 1.) JUPITER GARDENS OFFICE CONDOMINIUM, A NONRESIDENTIAL CONDOMINIUM, IS BEING SUBMITTED TO THE CONDOMINIUM ACT BY THIS DECLARATION OF CONDOMINIUM. ACCORDINGLY, DIMENSIONS AND LOCATIONS OF IMPROVEMENTS ARE GIVEN ON AN "AS-BUILT" BASIS, UNLESS OTHERWISE NOTED.
- 2.) ALL INTERIOR ANGLES OF CONDOMINIUM ARE 90°, UNLESS OTHERWISE NOTED.
- 3.) FINISHED FLOOR AND CEILING ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29.
- 4.) REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5.) UNIT PARTY WALLS NOT CONSTRUCTED AT THE TIME OF THIS SURVEY.
- 6.) "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, JUPITER GARDENS OFFICE CONDOMINIUM, A NONRESIDENTIAL CONDOMINIUM.
- 7.) ALL ASBUILT MEASUREMENTS ARE MEASURED TO THE INSIDE OF BLOCK WALLS.

MIXON LAND SURVEYING, INC.
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JUPITER, FLORIDA 33458
(561) 747-6046
CERTIFICATE NO. LB 4199

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JOB NO. 90-039 CADD FILE:90-039 SURVEY DATE:01/23/04 SHEET 4 OF 10

EXHIBIT 'E'
TO THE DECLARATION OF CONDOMINIUM OF
JUPITER GARDENS OFFICE CONDOMINIUM
A NONRESIDENTIAL CONDOMINIUM



SURVEY/PLOT PLAN

MIXON LAND SURVEYING, INC.
 311 WEST INDIANTOWN ROAD, SUITE 3
 JUPITER, FLORIDA 33458
 (561) 747-6046
 CERTIFICATE NO. LB 4199

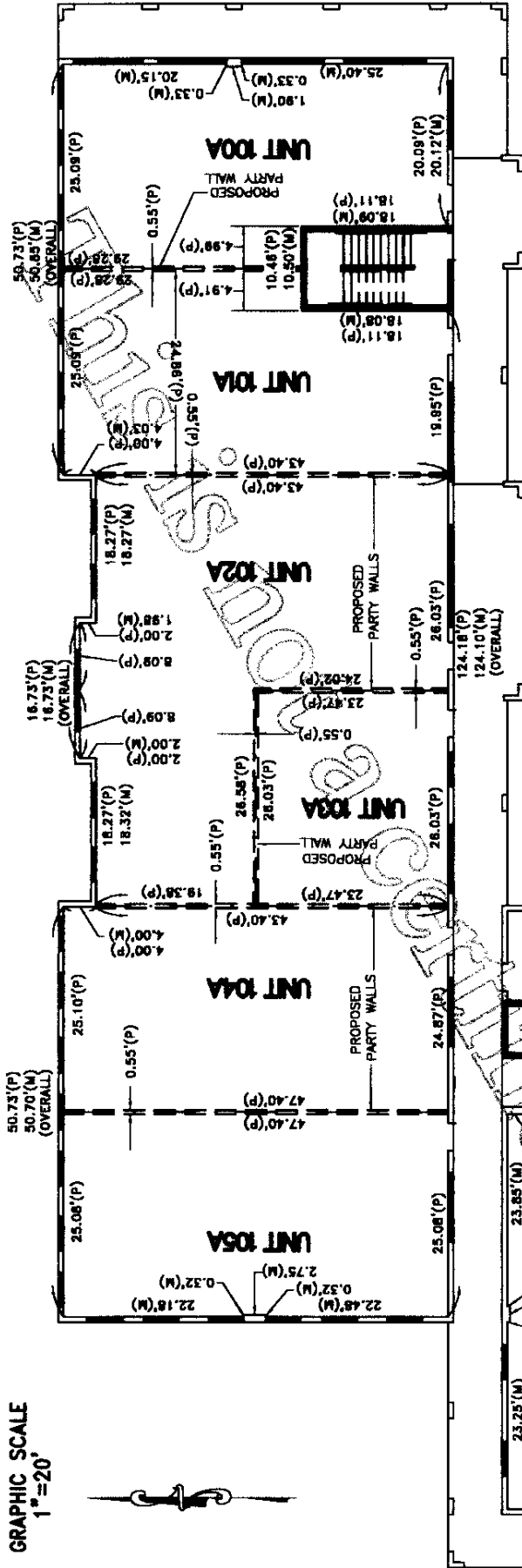
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JOB NO. 90-039 CADD FILE:90-039 SURVEY DATE:01/23/04 SHEET 6 OF 10

EXHIBIT E
TO THE DECLARATION OF CONDOMINIUM OF
JUPITER GARDENS OFFICE CONDOMINIUM
A NONRESIDENTIAL CONDOMINIUM

GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS

GRAPHIC SCALE
 1" = 20'



FLOOR ELEVATION=14.30
CEILING ELEVATION=24.80

JUPITER GARDENS OFFICE CONDOMINIUM
BUILDING 'A'- NORTH BUILDING
1ST FLOOR

THIS SKETCH IS NOT COMPLETE UNLESS
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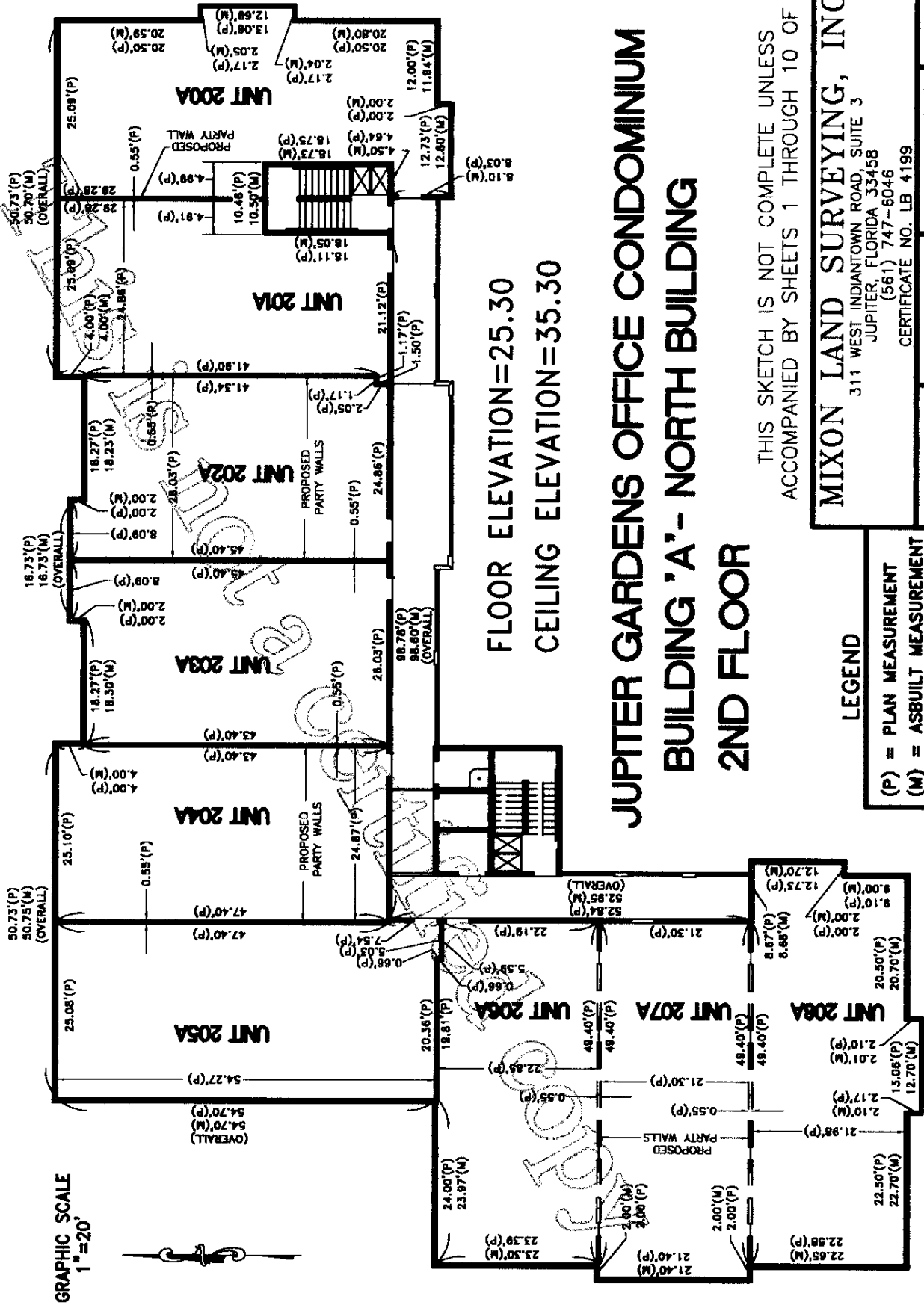
LEGEND

- (P) = PLAN MEASUREMENT
- (M) = ASBUILT MEASUREMENT

EXHIBIT 'E'

**TO THE DECLARATION OF CONDOMINIUM OF
JUPITER GARDENS OFFICE CONDOMINIUM
A NONRESIDENTIAL CONDOMINIUM**

GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS



FLOOR ELEVATION=25.30
CEILING ELEVATION=35.30

**JUPITER GARDENS OFFICE CONDOMINIUM
BUILDING 'A' - NORTH BUILDING
2ND FLOOR**

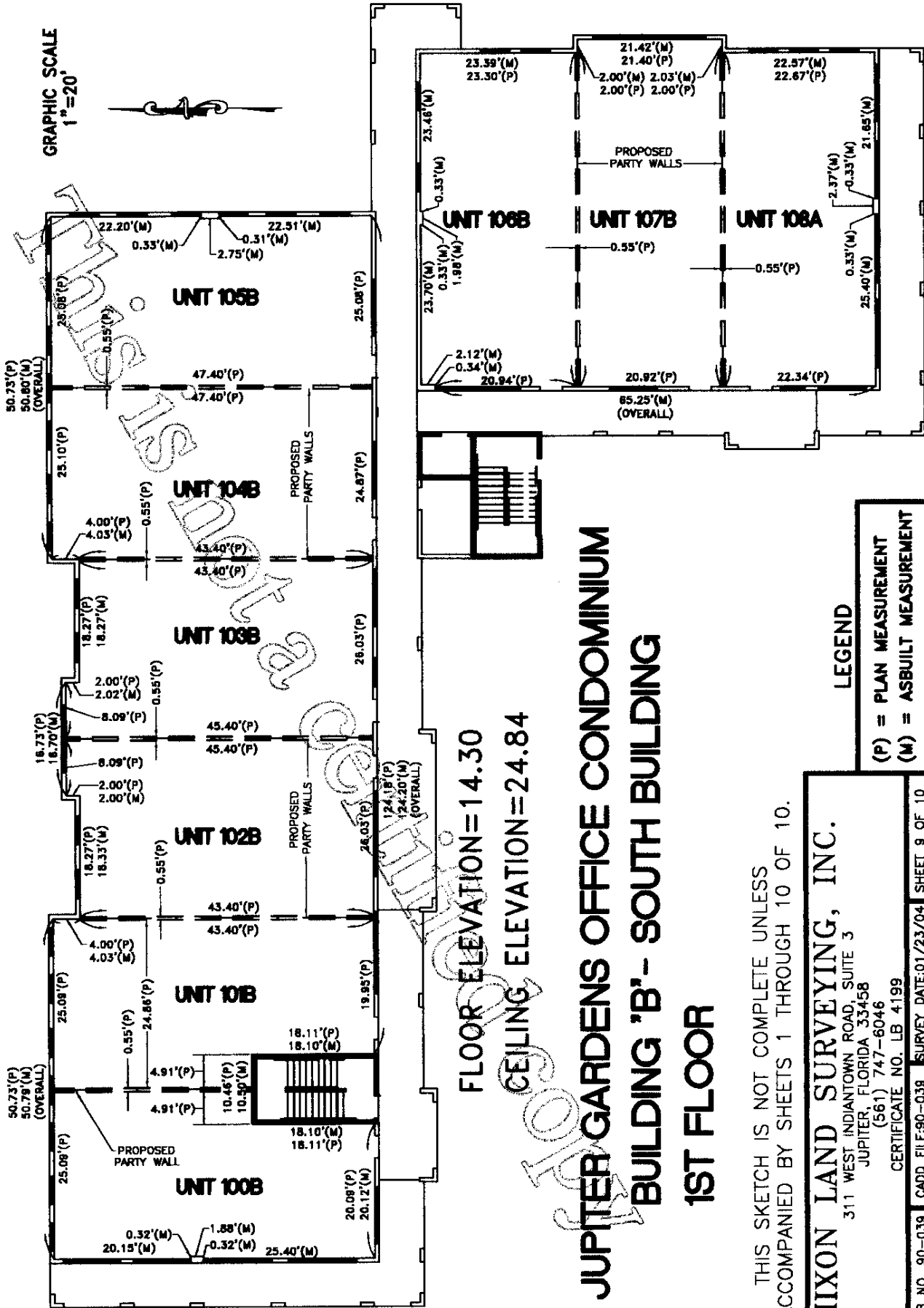
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MIXON LAND SURVEYING, INC.
311 WEST INDIANTOWN ROAD, SUITE 3
JUPITER, FLORIDA 33458
(561) 747-6046
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LEGEND
(P) = PLAN MEASUREMENT
(M) = ASBUILT MEASUREMENT

EXHIBIT E
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A NONRESIDENTIAL CONDOMINIUM

GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS



FLOOR ELEVATION=14.30
CEILING ELEVATION=24.84

JUPITER GARDENS OFFICE CONDOMINIUM
BUILDING 'B' - SOUTH BUILDING
1ST FLOOR

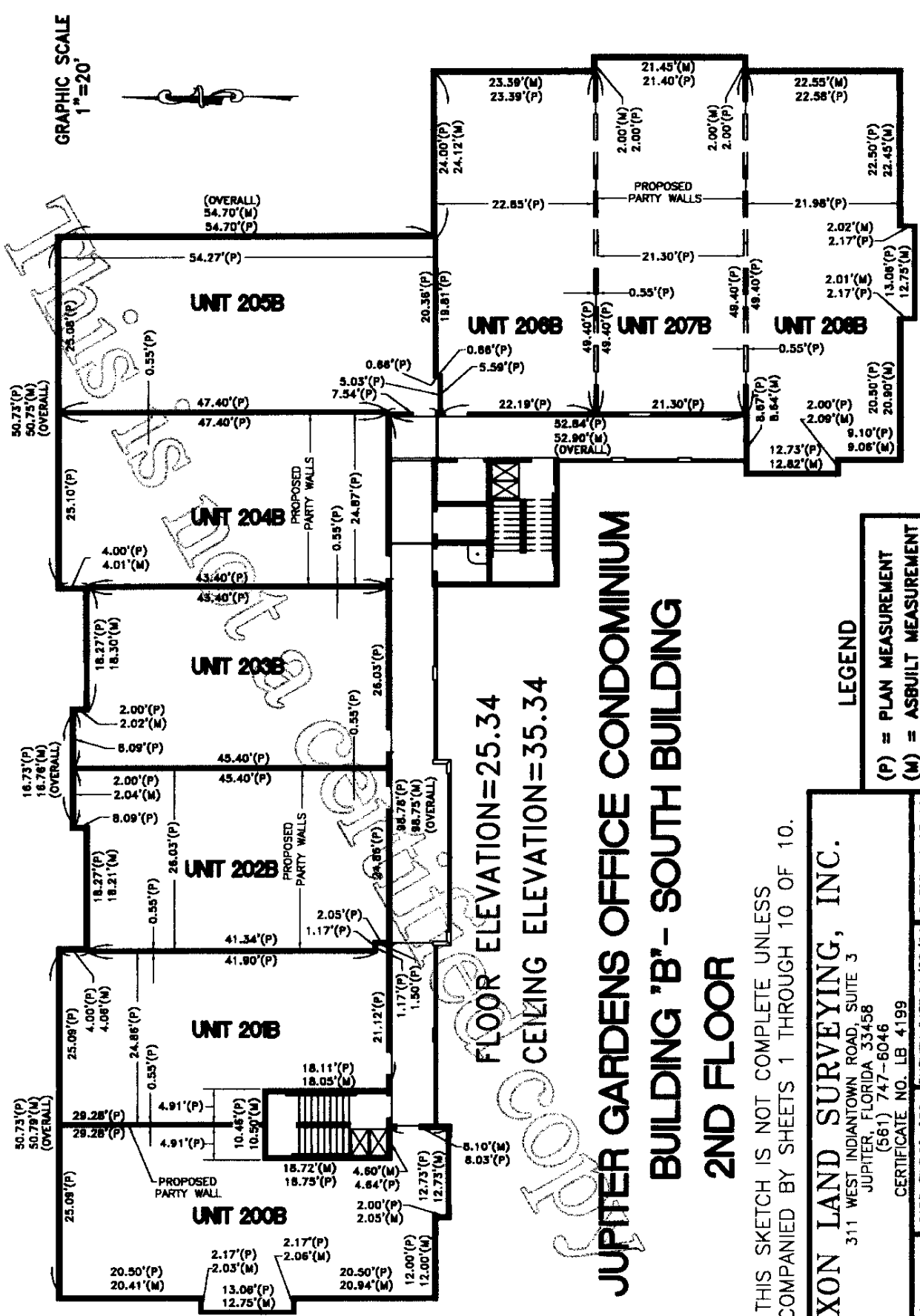
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LEGEND
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EXHIBIT E
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A NON-RESIDENTIAL CONDOMINIUM

GRAPHIC DESCRIPTION OF CONDOMINIUM UNIT BOUNDARIES AND LOCATION OF COMMON ELEMENTS



FLOOR ELEVATION=25.34
CEILING ELEVATION=35.34

JUPITER GARDENS OFFICE CONDOMINIUM
BUILDING "B" - SOUTH BUILDING
2ND FLOOR

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LEGEND	
(P) =	PLAN MEASUREMENT
(M) =	ASBUILT MEASUREMENT
JOB NO. 90-039	CADD FILE:90-039
SURVEY DATE:01/23/04	SHEET 10 OF 10