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NAME: CORAL LAKES X CONDOMINIUM ASSOCIATION, INC.
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TO: Secretary of State
COMPANY: CORAL LAKES X CONDIMINIUM ASSOCIATION, INC.
FAX NO.: 850-922-4000

COMMENTS: Please file Amended and Restated Articles of Incorporation ASAP and send me confirmation of proof of filing. If you have any questions, please feel free to call me.

Thank you.

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (IF LONG DISTANCE, PLEASE CALL COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

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FLORIDA DEPARTMENT OF STATE
Sandra B. Northam
Secretary of State

July 2, 1997

CORAL LAKES X CONDOMINIUM ASSOCIATION, INC.
1690 SOUTH CONGRESS AVENUE
DELRAY BEACH, FL 33445

SUBJECT: CORAL LAKES X CONDOMINIUM ASSOCIATION, INC.
REF: N97000003360

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

Page 23 of the document is not legible. Please resend page 23.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Darlene Connell
Corporate Specialist

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CORAL LAKES X CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

We, the undersigned, being the President and Secretary of Coral Lakes X Condominium Association, Inc., a Florida corporation not for profit ("Association"), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on June 11, 1997, Charter Number N97000003360, under Chapter 617 of the laws of the State of Florida.
2. Because a "Condominium" had not been submitted to condominium ownership by the recordation of a "Declaration of Condominium," the only members of the Association were the members of the "First Board" (as such terms are defined in the original Articles of Incorporation) at the time these Amended and Restated Articles of Incorporation were adopted.
3. The original Articles of Incorporation are hereby duly amended in their entirety in accordance with the provisions of Article XIII of the original Articles of Incorporation.
4. These Amended and Restated Articles of Incorporation were duly adopted by the First Board in accordance with the provisions of Article XIII of the original Articles of Incorporation on the 2nd day of June, 1997.
5. These Amended and Restated Articles of Incorporation were duly executed by the President and Secretary of the Corporation on the dates hereinafter set forth on the execution page.
6. As so adopted, these Amended and Restated Articles of Incorporation replace the Articles of Incorporation of the Association as heretofore filed on June 11, 1997 in their entirety and are substituted therefore.

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The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes, 1976 ("Act") as amended through the date of recording the first Declaration amongst the Public Records of Palm Beach County, Florida, and shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recording the first Declaration amongst the Public Records.

B. "Articles" means these Amended and Restated Articles of Incorporation of the Association.

C. "Assessments" means "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against an Owner.

D. "Association" means Coral Cove Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Coral Cove Condominium and any other Condominium(s) which may be created in Coral Cove.

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" means the Bylaws of the Association.

G. "Common Elements" means the portion of the Condominium Property not included in the Dwelling Units.

H. "Common Expenses" means expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of operation, maintenance, repair or replacement of property owned by the Association; costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property; and

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(ii) any other expenses designated as Common Expenses from time to time by the Board.

I. "Common Surplus" means the excess of receipts of the Association collected on behalf of any Condominium (including, but not limited to, Assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

J. "Condominium" or "Coral Cove Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of a Declaration of Condominium for Coral Cove Condominium or any other Condominium created in Coral Cove or an amendment thereto adding a Subsequent Phase to Coral Cove Condominium or any other Condominium created in Coral Cove pursuant to Section 718.403 of the Act.

K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, the Master Declaration, the Articles of Incorporation and Bylaws of the Corporation and all of the instruments and documents referred to therein and executed in connection with Coral Cove Condominium or any other Condominium created in Coral Cove.

L. "Condominium Property" means the real property submitted to condominium ownership pursuant to a Declaration of Condominium and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Dwelling Units and Common Elements and all easements intended for use in connection with the Condominium or any other Condominium created in Coral Cove, all as more particularly described in the Declaration.

M. "Coral Cove" means the name given to the planned residential development located within Coral Lakes, which is currently being developed by Developer. Developer plans to develop only one condominium within Coral Cove, to be known as Coral Cove Condominium, but reserves the right to and may develop more than one condominium within Coral Cove.

N. "Coral Lakes" means the name given to the planned residential development being developed in stages by Developer in accordance with the "Plan for Development" described in the Master Declaration.

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O. "Corporation" means Coral Lakes Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having as its members the Association and all other associations which administer condominiums and/or non-condominium developments in Coral Lakes.

P. "County" means Palm Beach County, Florida.

Q. "Declaration" means a Declaration of Condominium by which Coral Cove Condominium and any other Condominium created in Coral Cove is submitted by Developer to the condominium form of ownership in accordance with the Act.

R. "Developer" means Oriole Homes Corp., a Florida corporation, its successors, grantees and assigns. An Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

S. "Director" means a member of the Board.

T. "Dwelling Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

U. "Master Declaration" means the Declaration of Protective Covenants and Restrictions for Coral Lakes recorded February 12, 1993 in Official Records Book 7586, Page 1993 and all amendments and supplements thereto, whereby Developer has imposed certain covenants and use restrictions upon portions of Coral Lakes and whereby the "Operating Expenses" (as defined therein) are allocated and collected from the Owners as described therein.

V. "Member" means a member or members of the Association.

W. "Owner" means "unit owner" as defined in the Act and is the owner of a Dwelling Unit.

X. "Phase" means those portions of the real property within Coral Cove and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of Coral Cove Condominium or any other Condominium created

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within Coral Cove by the recording of a Declaration or an amendment thereto.

Y. "Public Records" means the Public Records of the County.

Z. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative, who is authorized to vote on behalf of a Dwelling Unit owned by more than one (1) Owner or by any entity.

AA. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to a Declaration.

ARTICLE I NAME

The name of this Association shall be CORAL COVE CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 1690 South Congress Avenue, Delray Beach, Florida 33445.

ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Coral Cove Condominium on property Developer owns within Coral Cove. Developer intends to develop Coral Cove Condominium as a "phase condominium," as contemplated by Section 718.403 of the Act.

B. If Developer does not submit all of the Phases described in its Declaration to condominium ownership as part of Coral Cove Condominium, Developer may submit the land in Coral Cove not included in said Condominium to condominium ownership as one (1) or more additional Coral Cove Condominiums to be administered by the Association.

C. All or any portion of Coral Cove not included in a Coral Cove Condominium may be developed with residential housing units either as a condominium which is not a Coral Cove Condominium, and thus would not be administered by the Association, or as a non-condominium development, such as non-condominium townhouses, rental housing, cooperatively owned housing, etc., at Developer's option.

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D. 1. The Association shall be the condominium association responsible for the operation of Coral Cove Condominium and any other Condominium(s) created in Coral Cove subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to incorporate additional association(s) if more than two (2) Coral Cove Condominiums are created. Each Owner shall be a Member of the Association as provided in these Articles.

2. The Association shall also be an "Association Member" of the Corporation as described in the Articles of Incorporation of the Corporation. The Corporation has been organized for the purpose of administering the covenants and obligations relating to certain land areas in Coral Lakes ("Corporation Property"), the use of which is shared by all owners in Coral Lakes as set forth in the Master Declaration. All Members of the Association acquire the benefits as to use of the Corporation Property and the obligation to pay Operating Expenses, which are collected as set forth in the Condominium Documents.

3. The purpose for which this Association is organized is to maintain, operate and manage Coral Cove, including the Condominium Property; to own portions of, operate, lease, sell, trade and otherwise deal with Coral Cove and certain of the improvements located therein now or in the future; and to be a member of the Corporation, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Dwelling Units and the Common Elements) and any other portions of Coral Cove, if applicable;

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2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of other portions of Coral Cove, if applicable, and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;
3. To maintain, repair, replace and operate the Condominium Property and any other portions of Coral Cove, if applicable, in accordance with the applicable Declaration and the Act;
4. To reconstruct improvements of the Condominium Property or any other portions of Coral Cove, if applicable, in the event of casualty or other loss;
5. To enforce by legal means the provisions of the Condominium Documents and the Act;
6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and any other portions of Coral Cove, if applicable, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and any other portions of Coral Cove, if applicable, and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs are Common Expenses of the Coral Cove Condominium(s), and as to the installation, maintenance and operation of a "master" television antenna system and a cable television, communications and monitored alarm system;
7. To become and continue to be an "Association Member" (as defined in the Articles of Incorporation of the Corporation ["Corporation Articles"]) in accordance with the Corporation Articles and the Bylaws of the Corporation and other Condominium Documents and to perform the functions and discharge the duties incumbent upon such membership, including, but not limited to, delegating to two (2) persons or entities selected by the Board, one (1) of whom must be an officer of the Association, the

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functions of representing the Association at the membership meetings of the Corporation as set forth in the Corporation Articles and collecting and transmitting to the Corporation any assessments duly levied thereby; and

8. To purchase: (i) Dwelling Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.

ARTICLE IV MEMBERS

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

A. Until such time as any Coral Cove Condominium is submitted to condominium ownership by the recordation of a Declaration of Condominium, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once any Coral Cove Condominium is submitted to condominium ownership by the recordation of a Declaration of Condominium, the Owners, which shall mean in the first instance Developer as the Owner of all the Dwelling Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Dwelling Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Dwelling Unit. When title to a Dwelling Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Dwelling Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a certified copy of the deed of conveyance, letter of approval or other instrument of acquisition of title to the Dwelling Unit in accordance with Article 19 of the applicable Declaration.

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

E. If, as and when more than one Coral Cove Condominium is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Owners in each Coral Cove Condominium constituting a class, and for so long as Developer owns any Dwelling Units (collectively, "Units"), an additional class comprised of those Units owned by Developer shall also exist as a separate class ("Developer Class"). If one or more additional Coral Cove Condominium(s) are submitted to condominium ownership, the Dwelling Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium. Each class, except the Developer Class, shall be designated by a Roman numeral denoting the order of creation of such Coral Cove Condominium. For example, the Owners of the first Coral Cove Condominium submitted to condominium ownership through recordation of a Declaration of Condominium would be "Class I Members."

F. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 immediately below. In any event, however, each Dwelling Unit, including each Dwelling Unit owned by Developer, shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the applicable Declaration(s) and the Condominium Documents; provided, however, on such matters for which a vote of the Developer Class is required, Dwelling Units owned by the Developer shall also have a vote in such class. In the event there is more than one (1) Owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person or entity, such Owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Coral Cove Condominium or any combination of Coral Cove Condominiums shall be voted upon only by the Class Members of that

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Coral Cove Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Coral Cove Condominium or any combination of Coral Cove Condominiums or to the Association as a whole for purposes of voting shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Coral Cove Condominium or any combination of Coral Cove Condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to a Coral Cove Condominium unless the Class Members of the particular Coral Cove Condominium or any combination of Coral Cove Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a Class.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATORS

The name and address of the Incorporator of these Articles are as follows: Merle D'Addario, 1690 South Congress Avenue, Delray Beach, Florida 33445.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the

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directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 6.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) 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 same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII
FIRST OFFICERS

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

President	Merle D'Addario
Vice President	JoAnn Levy
Secretary	Sabrina Coulson
Treasurer	Sabrina Coulson

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as

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hereinafter defined) shall be three (3), provided, however, there shall also be a Class Director for each additional Coral Cove Condominium and, if necessary, there shall also be an additional Director elected "at large", so that there will always be an odd number of Directors. The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph L of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
JoAnn Levy	1690 South Congress Avenue Suite 200 Delray Beach, Florida 33445
Sabrina Coulson	1690 South Congress Avenue Suite 200 Delray Beach, Florida 33445
Marle D'Addario	1690 South Congress Avenue Suite 200 Delray Beach, Florida 33445

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. If upon the "Majority Election Meeting" (as hereinafter defined), more than one (1) Coral Cove Condominium has been submitted to condominium ownership, then a class of Directors ("Class Directors") shall be created for each Coral Cove Condominium in the manner provided for in Paragraph G of this Article IX. Each class shall be designated by a Roman numeral denoting the order of creation of the Coral Cove Condominium. For example, the Directors of the first Coral Cove Condominium submitted to condominium ownership through recordation of a Declaration would be "Class I Directors." Each Coral Cove Condominium shall have one (1) Class Director and one or more

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Director(s) shall be elected "at large," in accordance with Paragraph A of this Article IX.

D. Upon the conveyance by Developer to Owners, other than Developer ("Purchaser Members"), of fifteen percent (15%) or more of the Dwelling Units (as evidenced by the recordation of deeds) in any Coral Cove Condominium, including Dwelling Units located within all Phases of a Coral Cove Condominium as contemplated in its Declaration (provided the Developer still holds the right to submit additional Phases to condominium ownership), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Purchaser Members shall elect the Director-at-Large. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.E below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.D.

E. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales by Developer of fifty percent (50%) of the sum of the "Total Dwelling Units" (as hereinafter defined) in Coral Cove have been "Closed" (as hereinafter defined); or

2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Dwelling Units in Coral Cove have been Closed; or

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3. Five (5) years after the sale by Developer of the first Dwelling Unit has been closed; or

4. When all of the Total Dwelling Units in Coral Cove have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

5. When some of the Total Dwelling Units in Coral Cove have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

6. Seven (7) years after the recordation of the first Declaration; or

7. When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes its right to designate a majority of the Board.

The term "Total Dwelling Units" means the number of Dwelling Units contemplated for all Coral Cove Condominiums (less the number of Dwelling Units in any and all Phases of any Coral Cove Condominium developed as a phase condominium pursuant to the Act, which Developer decides neither to submit as part of such Coral Cove Condominium as provided in the applicable Declaration nor submit to condominium ownership as a separate Coral Cove Condominium).

The term "Closed" shall mean the recording of a deed or other instrument of conveyance to a Purchaser Member amongst the Public Records.

F. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

G. At the Majority Election Meeting, each class of Purchaser Members shall elect one (1) Director and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. All of the Purchaser Members shall also elect one or more Directors-at-large in accordance with Article IX.A. herein. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so

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designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

H. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

I. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

J. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

K. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Dwelling Units in all Coral Cove Condominiums for sale in the ordinary course of business. In addition,

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Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

L. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors - one (1) from each Class and at least one (1) Director elected at large, at a minimum.

M. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to this Association or all of the Coral Cove Condominiums.
3. On matters pertaining exclusively to one (1) or more Coral Cove Condominium(s), but not all Coral Cove Condominiums, only the affected Class Directors shall vote thereon.
4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter which is subject to a vote of the Directors shall be voted on by Class Directors or by the entire Board as a whole. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.
5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter, (a) on matters which are voted on by the Board as a whole, such

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determination shall be made with respect to the number of all of the Class Directors; and (b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.

**ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Class Members to defray the costs of the Common Expenses of each applicable Coral Cove Condominium; collecting that portion of Operating Expenses attributable to Owners in Coral Cove, as determined in accordance with the Master Declaration; collecting charges for Cable and Monitored Alarm Expenses as determined in accordance with the Cable Television Agreement and the Monitored Alarm System Agreement; and collecting charges for Covered Parking Expenses, if any, as such assessments are described in the applicable Declaration.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within all Coral Cove Condominiums and the Association Property, if any.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within Coral Cove Condominiums administered by the Association and the Association Property, if any.

E. Making and amending rules and regulations with respect to Coral Cove Condominiums administered by the Association and for the Association Property, if any.

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property and the Association Property, if any, and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as

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the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Assessments which are or may become liens against the Common Elements of any Coral Cove Condominium administered by the Association, and "Association Property" (as defined in the Act) and assessing the same against Dwelling Units, the Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one (1) insurance policy to insure the Condominium Property of all Coral Cove Condominiums and to allocate the premiums in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of each of the Coral Cove Condominiums administered by the Association and other portions of Coral Cove, if applicable, and not billed directly to Owners of the individual Dwelling Units.

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

L. Approving or disapproving of proposed purchasers of Dwelling Units by gift, devise, or inheritance and other transferees and approving or disapproving of proposed lessees of Dwelling Units in accordance with the provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed by the Act therefor.

M. Engaging in mandatory nonbinding arbitration as provided for in Section 718.125(4) of the Act, for the settlement of internal disputes arising regarding the operation of any Coral Cove

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Condominium administered by the Association, among Developer, Members, the Association, their agents and assigns, and the provisions of Section 718.1255 are incorporated by reference herein.

N. Preparing a Frequently Asked Questions and Answers Sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the Frequently Asked Questions and Answers Sheet at least annually.

O. Maintaining an adequate number of copies of the Condominium Documents, as well as the Frequently Asked Questions and Answers Sheet referred to in Paragraph X.N. above, on the Association Property to ensure their availability to Dwelling Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

P. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

Q. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

R. All other powers and duties reasonably necessary to operate and maintain a Coral Cove Condominium administered by the Association and Association Property, if any, in compliance with the Condominium Documents and the Act.

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**ARTICLE XI
INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

**ARTICLE XII
BYLAWS**

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

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ARTICLE XIII
AMENDMENTS

A. Prior to the recording of a Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the first Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members and of the Developer Class shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon unless any Class of Members is entitled to vote thereon as a Class pursuant to Article IV and/or this Paragraph XIII.B, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each Class entitled to vote thereon as a Class, the affirmative vote of

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a majority of the votes of all Members entitled to vote thereon and the approval of the Developer Class; or

4. An amendment may be adopted by a written statement signed by all Directors and the written consent of Members representing the Voting Interests sufficient to pass the amendment at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. The Developer Class shall be entitled to vote as a Class on all amendments made pursuant to Paragraph XIII.B above.

D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in any Declaration.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of a Declaration(s), recorded amongst the Public Records as an amendment to each Declaration.

F. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Dwelling Unit or of any "Institutional Mortgagee" (as defined in each Declaration) without its prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

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1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is liable only for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445 and the registered agent of the Association at that address shall be Merle D'Addario.

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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 25 day of June, 1997.


Merle D'Addario

The undersigned hereby accepts the designation of Registered Agent of Coral Cove Condominium Association, Inc. as set forth in Article XV of these Amended and Restated Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not for Profit Corporation Act.

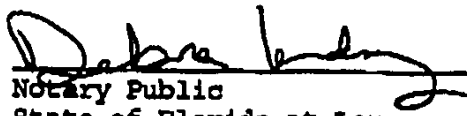

Merle D'Addario

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MERLE D'ADDARIO, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of June, 1997.




Notary Public
State of Florida at Large
DEBRA LANDRY
Typed, printed or stamped name of
Notary Public

My Commission Expires:

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The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by the First Board of the Association on the 25 day of June, 1997.

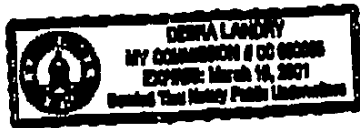

Merle D'Addario, President

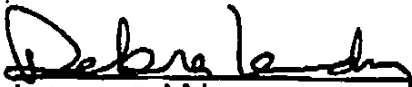

Sabrina Coulson, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MERLE D'ADDARIO and SABRINA COULSON, as President and Secretary of Coral Lakes X Condominium Association, Inc., who acknowledged before me that they executed the same for the purposes therein expressed. They are personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of June, 1997.




Notary Public
State of Florida at Large

DEBRA LANDRY
Typed, printed or stamped name of Notary Public

My Commission Expires: