

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

OF

WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM

NOTE: This document is a substantial rewording of the Declaration of Condominium recorded by the Developer on May 24, 1989, at Official Records Book 6009, Page 1590, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Declaration"). All references to the Exhibits or any Exhibit to the Original Declaration shall be deemed to be a reference to such Exhibit or Exhibits as amended and such Exhibits are deemed to be incorporated herein.

1. INTRODUCTION AND SUBMISSION.

1.1 The Land. The real property comprising this condominium located in Palm Beach County, Florida, is more particularly described in Exhibit "A", as well as the later obtained properties described in Exhibit "B". The foregoing shall hereinafter be referred to as the "Land".

1.2 Submission Statement. The Developer submitted the Land and all improvements thereon to the condominium form of ownership and use in the manner provided for in the Act.

1.3 Name. The name by which this condominium is to be identified is WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM (hereinafter called the "Condominium").

2. DEFINITIONS. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it may be amended from time to time, and all references herein to the Act shall mean and refer to the Act as amended from time to time, whether or not so stated.

2.2 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means WATERSIDE VILLAGE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.

2.7 "Buildings" means the structures situated on the Condominium Property in which the Units are located.

2.8 "By-Laws" mean the Amended and Restated By-Laws of the Association, as they are amended from time to time.

2.9 "Charge" means any legal or equitable indebtedness of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses and Reserves, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

2.10 "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners appointed by the Board or the President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of or make recommendations to the Board on other matters.

2.11 "Common Elements" means and includes the portions of the Condominium Property which are not included in the Units or Association Property, as defined herein.

2.12 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property and Association Property, including but not limited to the costs of running an office (whether such office is a unit on the

Condominium Property or otherwise), salaries, taxes and bonuses for employees; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Condominium Property and Association Property; (5) the costs of carrying out the powers and duties of the Association; (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115; (7) expenses for Social Activities as approved by the Board from time to time; (8) expenses for the acquisition of property or Units as determined by the Board from time to time; (9) promotional expenses; and (10) other items deemed a Common Expense by the Board from time to time.

Common Expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, road maintenance and operation expenses, and may include in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium. The cost of communications services as defined in Chapter 202, Florida Statutes, information services, basic television service or internet service obtained pursuant to a bulk contract shall also be a Common Expense, but shall be allocated on a per Unit basis, and shall not include any other separate obligations of individual Unit Owners.

2.13 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.

2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.15 "Condominium Property" means the lands, leaseholds, improvements and other personal property submitted to Condominium ownership by the Original Declaration, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 "County" means the County of Palm Beach, State of Florida.

2.17 "Declaration" or "Declaration of Condominium" means this instrument, as

it may be amended from time to time.

2.18 "Developer" means the entity identified in the Original Declaration as Developer.

2.19 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.

2.20 "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon Units.

2.21 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in providing legal opinion, debt collection or negotiation and preparation for litigation, whether or not an action is actually begun, through and including all arbitration, appellate, and bankruptcy levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.

2.22 "Lien for Charges" means a lien which is recorded to secure a Charge.

2.23 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in Section 3.5 of this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Section 7 of this Declaration which is not located within the Unit boundaries, as defined in Section 3.4 of this Declaration, shall be Limited Common Elements.

2.24 "Member" means an Owner who, or which, is a member of the Association.

2.25 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.26 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Unit.

2.27 "Utility Services" as used in the Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and By-Laws shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. DESCRIPTION OF CONDOMINIUM.

3.1 General Description. The Condominium Property includes seventy-one (71) Buildings containing four hundred twelve (412) Units, one (1) of which is used as the Association office, not counting for voting purposes, and it also includes various service buildings.

3.2 General Description of the Units. A graphic description of the Building in which Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached as Exhibit "B".

3.3 Survey and Plot Plans of Condominium Property. A survey of the Land submitted to Condominium ownership is set forth on Exhibit "A".

3.4 Description of the Units. A Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

(a) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundaries – the horizontal plane of the undecorated finished ceiling.

(ii) Lower Boundaries - the horizontal plane of the undecorated finished floor.

(b) The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections

with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass, or glass fixed to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed to be a Common Element.

(c) Where balconies, patio, terrace, loggia, porch, stairway or other portion of the building or any fixture attached to the building serves only the Unit being bounded, the perimetrical boundary of such Unit shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

(d) Each Unit shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit, nor shall a Unit be deemed to include pipes, wires, conduits or other public utility lines running through the Unit which are utilized for or serve more than one Unit, which items are by these presents hereby made a part of the Common Elements. A Unit shall be deemed to include the interior walls and partitions which are contained in a Unit and also shall be deemed to include the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings of the Unit, including plaster, paint, wallpaper, etc.

(e) Each Unit shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls nor the interior walls and partitions which are contained in a Unit, floors and ceilings surrounding the Unit, nor shall a Unit be deemed to include pipes, wires, conduits or other public utility lines running through the Unit which are utilized for or serve more than one Unit, which items are by these presents hereby made a part of the Common Elements.

3.5 Limited Common Elements.

(a) Limited Common Elements shall mean and comprise that portion of the Common Elements assigned or reserved for the exclusive use of a particular Unit or Units as an appurtenance thereto, as set forth in Section 2.23 above.

(b) All parking areas shall be Common Elements available for such uses as may be designated by the Association. Upon the assignment of a designated parking space to a particular Unit, the designated parking space shall be a Limited Common Element appurtenant to the Unit to which the parking space has been assigned. Transfer of

assignment of parking space must be handled in the manner outlined in Section 7.6 of this Declaration.

(c) Staircases that lead only to one (1) upstairs unit shall be deemed a Limited Common Element of the upstairs Unit and such Unit shall keep the surface of the stairs clean and debris free.

3.6 Easements. Subject to the Association's authority to suspend use rights hereunder and under the Act, the following easements are hereby created (in addition to any easements created under the Act):

(a) Perpetual Nonexclusive Easement. Subject to Section 18.4 of this Declaration, the Common Elements shall be, and the same are hereby declared to be subject to a perpetual easement in favor of all of the Unit Owners in the Condominium for their use and the use of their family members, visitors, roommates, guests, tenants, and occupants for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.

(b) Settlement or Movement of Improvements. In the event that any Unit shall encroach upon any Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portions of the Common Elements shall encroach upon any 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 naturally exist.

(c) Air Space. The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and said Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(d) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provisions of such utility or other services or drainage facilities or the use of these easements. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by

the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

(e) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner, family members, visitors, roommates, guests, tenants and licensees for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portion of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(f) Maintenance Easement. The Association shall have an easement to enter a Unit for the maintenance, repair and replacement of the Common Elements. Such access to a Unit shall be with notice to the Unit Owner or other occupant, if practicable, and only during reasonable hours, except that access may be had at any time in case of emergency.

(g) Support. The Association hereby grants to its respective heirs, successors and assigns, and all third party beneficiaries, including Unit Owners, family members, visitors, roommates, guests, tenants, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.

(h) Additional Easements. The Association reserves the right to grant to Owners of property which is adjacent to the Condominium Property, easements upon, over and across the Common Elements of the Condominium for purposes of use, ingress, egress and access; provided, however, that the recipients of such easements shall pay, or cause to be paid, a pro rata portion of the expenses associated with ownership, operation and use of the Common Elements. The easements which may be granted to Owners of property which is adjacent to the Condominium Property may include, if deemed necessary by the Association for the use of the Common Elements of the Condominium, an easement to physically attach adjacent structures to the improvements constructed upon the Condominium Property.

In addition, the Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provision of this Declaration; provided that such easements or the relocation of existing easements will

not prevent or unreasonably interfere with the use of the Units for their intended purposes; and provided further that notice of the granting of same is given to any Institutional Mortgagee holding a construction loan mortgage encumbering the Condominium Property.

4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as elsewhere provided herein to the contrary, the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

5.1 Ownership and Shares. Each Unit shall have, as an appurtenance thereto, equal to 1/411 undivided interest in the Common Elements and same proportion share of the Common Expenses, of the Reserves and Common Surplus. The Unit owned by the Association and used as a management office shall not have a percentage ownership and Share.

5.2 Voting. An Owner or Owners of a Unit shall collectively be entitled to one (1) vote.

5.3 Membership in Association. Each Unit shall have, as an appurtenance thereto, a membership in the Association and in the funds and assets of the Association.

6. AMENDMENTS. Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

6.1 Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

6.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than fifty percent (50%) of the Members of the Association. Except as elsewhere provided, such proposed amendment must be approved by not less than seventy-five percent (75%) of those participating either in person or by proxy at a meeting of the Unit Owners at which a quorum is present, or by written consent in lieu of a meeting, in the manner provided by Chapter 617, Florida Statutes, as amended from time to time, as long as at least sixty-six-and-two-thirds percent (66-2/3%) of all voting interests participates in the vote.

6.3 Proviso. No amendment of this Declaration shall become effective:

(a) if such amendment changes the configuration or size of any Unit in any material fashion, materially alters or modifies the appurtenances to any Unit, or changes the proportion (1/411) by which any Unit Owner shares the Common Expenses and owns the Common Surplus, unless the Unit Owner so affected and the holder of a Mortgage(s) on such affected Unit shall joint in the execution thereof;

(b) if such amendment affects any Unit in a manner which impairs the security of a Mortgage thereon, unless the same has been consented to in writing by the holder or holders thereof; and

(c) until the amendment is recorded according to law, together with an appropriate Certificate of the Association in respect thereto in accordance with the provisions of the Act.

(d) Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment. Scrivener's errors may be corrected by a vote of the Board without the necessity of membership approval.

7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit, as defined in Section 3.4 hereof, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, and everything else within the boundaries of the Unit, except to the extent the Association is specifically responsible therefore under Section 7.3.

7.2 Specific Unit Owner Responsibilities.

(a) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of any portions of the air conditioning and heating systems serving only his or her particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines up to the common junction, the air conditioner water shut off valve, and all related parts, without regard to whether such items are located within the boundaries of the Units, except as provided in Section 7.3 below.

(b) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of all sliding glass doors, exterior screens, Unit entry doors, and all frames, hinges, locks and operating mechanisms (excluding painting of exterior surfaces of Unit entry doors, which shall be an Association responsibility as provided in Section 7.3 (j) below). Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, or windows or the frameworks, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in Section 9 hereof.

(c) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit. The hot water heater in each Unit must be replaced at the tenth (10th) anniversary of installation of the hot water heater . Should a Unit Owner fail to replace a hot water heater as required in this paragraph, the Association may seek injunctive relief through arbitration or litigation requiring the Unit Owner to replace the hot water heater. The Association also reserves the right, but not the obligation, to enter the Unit during reasonable hours, to replace the hot water heater for the protection of the Unit, neighboring Units and the Common Elements, with the cost of the new equipment and installation to be borne by the owner of the Unit receiving the new hot water heater. Such costs and charges shall be enforceable as a Lien for Charges assessed pursuant to this Declaration and Section, 718.116, Florida Statutes, both as may amended from time to time. The term "reasonable hours" as used in this paragraph shall not be construed as precluding the Association or its agents from entering a Unit at any time in the event of an emergency.

(d) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the circuit breaker box within or serving the

Unit and all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit.

(e) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the main shut-off valves within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including the fixtures or outlets within the unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line. Plumbing lines which serve only one Unit and are located, in whole or in part, within a load bearing wall or load bearing slab shall be maintained, repaired or replaced, as necessary, by the Association at the expense of the Owner of the Unit served by such drain lines.

(f) Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(g) All maintenance, repair or replacement for which the Units Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property, and may also adopt such other rules as the Board deems necessary and proper to regulate contractors or any other person performing work anywhere within the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

(h) All floors in all Units shall be carpeted or otherwise covered, in accordance with rules promulgated by the Board of Directors, so as to abate the noise which may be created and transmitted to the Unit or Common Elements of the Unit below. All hard surfaces must have approved noise abatement, except the balconies as further outlined in Section 7.5 of this Declaration. In the event the Board of Directors determines that any noise is being transmitted to another Unit or to Common Elements and that such noise is unreasonable, then the Owner of such Unit shall, at his or her expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

7.3 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, as common expense, for:

(a) All maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property;

(b) All portions of the Condominium (except interior wall surfaces of Units) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, or boundary walls of Units;

(c) Floor and ceiling slabs, including, but not limited to, the slabs of all balconies, terraces and patios;

(d) All conduits, chases, chase areas, ducts, plumbing, and air conditioning systems (not including any compressor, air handler or other components identified in Section 7.2[a] above which serve only one particular Unit);

(e) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit;

(f) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit;

(g) All air conditioning supply pipes, return pipes and ball valves serving the Common Elements, as well as the air conditioning riser pipes, up to, but not including, the air conditioning water shut off valve serving an individual Unit;

(h) All other utilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained;

(i) All property owned by the Association;

(j) The exterior surface of all Unit entry doors;

(k) Maintenance and upkeep of the interior areas of any balcony and any railing in a stairway or on a balcony;

(l) All incidental damage caused to a Unit by such work;

(m) Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Unit caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists;

(n) Easements for overhanging trough or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over Units;

(o) A non-exclusive easement for ingress and egress over the walks and other rights-of-way of the Common Elements as shall be necessary to provide access to the public ways to and from the Units;

(p) All parking spaces and parking areas within the Condominium, except for those parking spaces which may be assigned, as a Limited Common Element, to particular Units in the Condominium.

(q) All portions of any hurricane protection.

The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, family members, visitors, roommates, guests, tenants or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit.

7.4 Pest Control. The Association shall supply pest control services for the exterior perimeter of each building and all the Units and Common Elements, with the cost thereof being part of the Common Expenses. If any building must be "tented" or otherwise treated in a manner that requires the Owners or occupants to vacate their Units, the Association shall only be responsible for the cost of the actual tenting or other treatment, and not for incidental expenses of any displaced Unit Owners or occupants. The Association shall provide interior pest control to a Unit or the Units as a Common Expense.

7.5 Hard Surface Floors. Hard surface floor material of any type, including, but not limited to, wood, vinyl or tile, may not be installed without prior written approval of the Board of Directors, which may be conditional upon such factors as the Board deems reasonable, including, but not limited to, the use of an approved form of sound deadening or other sound insulation material placed between such flooring and the unfinished floor surface. The Association may require that the proposed installation be approved by an architectural firm of its choice, and in that event, the Unit Owner making the request shall bear all cost and expenses of such review by the architectural firm. The Board of Directors is empowered to make and amend rules and regulations to provide standards for hard surface flooring installations and the process for obtaining the approval required herein.

7.6 Parking Areas. Each unit has one (1) designated parking space. Upon the assignment of a designated parking space to a particular Unit, the designated parking space shall be a Limited Common Element appurtenant to the Unit to which the parking space has been assigned. A Unit Owner may not sell, exchange, transfer or reassign any designated parking space without the prior written consent of the Association. The Limited Common Element parking spaces may be exchanged between Unit Owners, but not sold, leased, rented, licensed to or assigned to a tenant or other non-Unit Owner. Such exchange must be in writing and approved by the Board of Directors or it will be deemed void. Unit Owners and tenants with more than one motor vehicle may only park such additional vehicles in the locations within the Condominium Property as designated by the Board of Directors from time to time.

8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.

No portion of the Common Elements and Association Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of ten percent (10 %) of the annual budget then in effect for Common Expenses, including operating expenses and reserves, unless such additions, alteration or improvements have been approved by not less than a majority of the entire membership. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, involving a Common Expense of less than ten percent (10 %), may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners accordingly.

9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.

9.1 Prohibited Alterations. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or Association Property.

9.2 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Unit or to the Limited Common Elements appurtenant to his or her Unit which is structural in nature, or which impacts the Common Elements in any way, including, but not limited to, any work which involves piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, which relocates, modifies or installs new electrical, plumbing, telephone

or any such utility line, or which requires the issuance of a permit from a governmental or regulatory authority or agency, without the prior written consent of the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The Board may condition the approval on the payment of such fees and charges and the posting of such deposit as the Board deems reasonably necessary. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph 7.2(h) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

9.3 Additional Unit Owner Responsibility for Alterations and Additions. Any modifications, installations, or additions made by a Unit Owner shall be the financial responsibility of the Unit Owner and his or her grantees, heirs, successors and assigns

and any future Owners of the Unit, including, but not limited to, insurance, maintenance, repair, and replacement of the modifications, installations or additions, regardless of whether the modification, installation or addition was installed by the current or a former Unit Owner. Any modifications, installations or additions made by a Unit Owner may be removed by the Association at the expense of the Owner in connection with the Association's discharge of its obligations under this Section. In such cases, if the Association advances the cost of removal and/or re-installation of such improvements, the Unit Owner who installed the alteration, addition, or improvement (and/or his or her successors in title) shall be obligated to reimburse the Association for any costs incurred by the Association in connection with the removal and/or reinstallation of the alteration, addition or improvement, with said obligation being secured by a lien enforceable in the same manner as a lien for Common Expenses as provided in Section 12 herein below. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or re-installation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Amended and Restated By-Laws and Amended and Restated Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

(a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units. Unit Owners shall be required to provide the Association with two (2) sets of any and all keys necessary to access the Unit and all portions thereof for the foregoing purposes. If the Owner fails to provide a key or fails to provide a replacement key when any lock is added or changed, the Association shall not be liable for any damage caused to the Unit or to the Unit Owner's property as a result of the Association

gaining access to the Unit or any delay in gaining such access, and the Unit Owner shall be liable for any costs incurred by the Association in obtaining access. The Unit Owner shall be given advanced notice of any nonemergency access.

(b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Association Property.

(c) The power to acquire or convey title to real property (excluding Units in the Condominium) and to mortgage real property upon the approval of a majority of all the voting interests of the Association either at a meeting or by written agreement.

(d) The power to purchase Units in the Condominium and to hold, lease, mortgage or sell a Unit so acquired.

(e) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.

(f) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.

(g) The duty to maintain official records according to good accounting practices, and the requirements of the Act, as same may be amended from time to time.

(h) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) The power to hire a professional firm or individual to recommend required maintenance of the Association Properties including electricity, plumbing, structural defects and maintenance such as painting and general buildings appearance, etc.

(j) The power to borrow money, execute promissory notes and other

evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, subject to the limitation on mortgaging Association real property set forth in Paragraph (c) of this Article 10.1.

(k) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.

(l) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner or other third party being granted a right to such exclusive use.

(m) All of the powers which a corporation not for profit in the State of Florida may exercise. In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

10.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners, family members, visitors, roommates, guests, tenants and invitees for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant hereto. Further, the Association shall not be liable to any Unit Owner or tenant or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or

transferred in any manner except as an appurtenance to the Unit.

10.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

10.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or By-Laws shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

11. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS.

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and the various Reserves and allocate and assess such Assessments among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change in its content to cover actual expenses at any time.

12. COLLECTION OF ASSESSMENTS.

12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit

Owner. Except as provided in Section 12.4 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise.

12.2 Default in Payment of Assessments for Common Expenses and Reserves. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. All claims of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien

has been filed to be accelerated, as provided in Section 12.7 below.

12.3 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Unit which shall have the same priority as the Association's lien for unpaid assessments against the Unit. Except to the extent limited by the Act, the lien on any rentals derived from the Unit shall be enforceable by the delivery of written notice to the Owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the Owner is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Unit Owner under this Declaration.

12.4 First Mortgagee. A First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of all of the Common Expenses and Reserves coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns. A purchaser of a Unit other than the First Mortgagee shall be responsible for payment of all past due Assessments, late fees, interest and attorneys' fees.

12.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

12.6 Installments. Regular Assessments shall be collected monthly, in advance. Special assessments shall be payable on such terms as may be established by the Board.

12.7 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may

accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.

12.8 Set Off. Any funds due and payable by the Association to a Unit Owner under this Declaration of Condominium, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

12.9 Lien for Charges. If a Unit Owner fails to maintain the Unit or alters the Unit without the approval as required in this Declaration of Condominium or as required by the Act, as either are amended from time to time, the Board may authorize its agents to enter the Unit to restore or repair the Unit, remediate damage or remove the unauthorized alterations. The costs for the work will be a Charge against the Unit and a Lien for Charges may be filed against the Unit. Such lien may be foreclosed upon in the same manner as a lien for Assessments as outlined in Article 12 of this Declaration and in Section 718.116, Florida Statutes, as amended from time to time.

13. **INSURANCE**. Insurance covering portions of the Condominium Property shall be governed by the following provisions (other than title insurance):

13.1 Authority to Purchase; Named Insured. The Association shall purchase such insurance policies upon the Condominium Property as shall be required by the Act. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense, as well as all other real and personal property located within the boundaries of the Unit which is excluded from the coverage to be provided by the Association as set forth in the Act, which policies shall be without rights of subrogation against the Association.

13.2 Coverage.

(a) Casualty. All Buildings and Improvements upon the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined annually by the Board of Directors.

Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and

maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. All personal property included in the Common Elements shall be insured for its value, as shall be determined annually by the Board of Directors of the Association. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Coverage shall afford protection against:

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

(ii) Such other risks as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use as the Building on the Land, including but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and hired and non-owned liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the insured property or adjoining driveways and walkways, or any work, matters or things related to the insured property, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice-versa; such coverage shall be in such amounts as shall be required by the Board of Directors of the Association, but with combined single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

(c) Workmen's Compensation Insurance to meet the requirements of law.

(d) Casualty Insurance, Liability Insurance, and Other Mandatory Insurance, when applicable, regarding the Improvements and Buildings, as well as such other insurance on said property as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

(e) Flood Insurance, if the Board so elects.

(f) Crime Insurance, including Fidelity Insurance covering all Directors, Officers and employees of the Association and managing agents who handle Association funds, if any.

(g) Directors and Officers Insurance.

(h) Excess Liability Insurance (Umbrella).

(i) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

Where appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to subrogation against the Association and against the Unit Owners individually and as a group.

13.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

13.4 Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees in the following shares:

(a) Common Elements. Proceeds on account of damage to Common Elements: an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When the Building is to be restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association;

(ii) When the Building is not to be restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgagee. In the event a mortgage endorsement has been issued as to a Unit, the original policy of which shall be held for the mortgagee, the share of the Unit Owner as his interest may appear shall be held in trust for the Unit Owner and any mortgagee; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be

reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be retained by the Association as common surplus.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

13.6 Association as Agent. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of such claims.

14. **RECONSTRUCTION OR REPAIR AFTER CASUALTY**. This provision shall apply to the reconstruction and repair of any portion of the Condominium Property damaged by casualty.

14.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Building. The Unit Owners may vote not to reconstruct or repair the Condominium Property after casualty and terminate the Condominium as provided in

the Act.

(c) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Buildings, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved in the manner required in Section 8 of the Declaration.

(d) Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(e) Responsibility for Reconstruction and Allocation of Expenses. The responsibility for reconstruction and the allocation of reconstruction expenses shall be as set forth in the Act or if not found in the Act, as reasonably determined by the Board.

15. CONDEMNATION

15.1 Deposit of Awards with Association. The taking of portions of the Condominium Property by the exercise of the power of eminent domain may, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty and may be deposited in the manner provided for insurance proceeds. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking

will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere specifically provided herein.

15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Board), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against all Unit Owners. The Association shall have the right to collect and enforce any Assessment for such costs and charges in the manner provided in accordance in Section 12 of this Declaration for the enforcement of Assessments.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, if a mortgagee endorsement has been submitted to the Association, the remittance being made payable jointly to the Owner and such mortgagees in the manner provided in such mortgagee endorsement.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Board), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Payment of Award. The awards shall be paid first to any Institutional First Mortgagees who have submitted a mortgagee endorsement to the Association in amounts sufficient to pay off their mortgages in connection with each Unit which is made uninhabitable; second, to the Association for any unpaid Assessments and other charges; and third, jointly to the affected Unit Owners and other mortgagees of their Units who have submitted a mortgagee endorsement to the Association.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required in Section 8 hereof.

(c) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as provided above) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required by Section 8 hereof. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking or applied by the Association to other Assessments, in the discretion of the Board. If the Board determines to distribute the surplus and there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit who have submitted a mortgagee endorsement to the Association.

15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium to be approved by, and executed upon the direction of, a majority of the Board.

16. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. Each Unit shall be used only as a single family residence, except as otherwise expressly provided herein. A Unit may not be used for any business purpose that will cause a level of noise, odor, traffic, debris or other activity inconsistent with single family use.

16.2 Single family. The expression "single family", "family", or words of similar import shall be deemed to include up to two (2) married natural persons or two (2) natural persons not related by blood, marriage or adoption who are living together as a

single housekeeping unit, as well as the parents, grandparents, siblings, children and grandchildren of the married persons or the persons living together as a single housekeeping unit.

16.3 Unit Owner. "Unit Owner" or "Owner" means as defined in Section 2.26.

16.4 Family Members. "Family members" mean the grandfather, grandmother, father, mother and children of a Unit Owner or of his/her spouse.

16.5 Visitor. "Visitor" means a person visiting for a short period of time (maximum 30 days) in the presence of the Unit Owner, guest or tenant, as the case may be. If a visit is for a period longer than 30 days, the screening process and related fee will apply, and a visitor will be required to sign the document approved by the Board of Directors to initiate the screening process. Visitors, upon arrival, must register their means of transportation with the administration office.

16.6 Roommate. "Roommate" means a person to whom a Unit Owner or tenant provides accommodation for any period of time, with or without receiving any form of compensation. The screening process and applicable fee will apply, and a roommate will be required to sign the documents approved by the Board of Directors to initiate the screening process. Roommates, upon arrival, must register their means of transportation with the administration office.

16.7 Guest. "Guest" means a person who occupies a unit, without compensation, when a Unit Owner is absent. For further clarity, a guest or tenant cannot have a guest. No less than thirty (30) days before a guest occupies a Unit, the Owner shall provide written notice to the Association of the name or names of any intended guests and indicate the anticipated dates of arrival and departure. The screening process and related fee will apply, and a guest will be required to sign a document approved by the Board of Directors to initiate the screening process. Guests, upon arrival, must register their means of transportation with the administration office.

16.8 Leases. With regard to leasing of Units:

(a) Only an entire Unit may be leased and no portion of a Unit may be leased unless by a Unit Owner or tenant to a roommate, as defined in Article 16.6. Any occupancy for which the Owner receives consideration in any form, whether monetary or otherwise, including but not limited to, a swapping arrangement for the right to occupy other property, shall be considered a lease. A Unit shall not be occupied by a tenant or roommate without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Association may disapprove any intended tenant or roommate of a Unit on any reasonable grounds. No less than thirty (30) days

before a tenant or roommate is to occupy a Unit, the Owner shall provide written notice to the Association of the name or names of any intended tenant and roommate and indicate the anticipated dates of arrival and departure. The screening process and related fee will apply, and a tenant will be required to sign a document approved by the Board of Directors to initiate the screening process. Tenants and roommates, upon arrival, must register their means of transportation with the administration office.

(b) No Unit Owner may lease his or her Unit more than three times in a calendar year.

(c) No lease may be for a term of less than one (1) month or more than twelve (12) months, unless approved by the Board. No transient tenants shall be accommodated.

(d) A Unit shall be considered leased any time it is occupied by a tenant. An extension of a lease with the same tenant in the same Unit without interruption in occupancy shall not be considered a separate lease for the purposes of subsections (b) and (c) of this Article.

(e) The lease shall include a provision granting the Association authority and standing to evict any tenant of a Unit Owner or roommate thereof who is in breach or violation of this Declaration or the rules and regulations of the Association.

(f) In the event the Association approves a visitor, roommate, guest or tenant, such approval shall not release the Unit Owner from any obligation under this Declaration. Regardless of whether or not expressed in an applicable agreement, if any, a Unit Owner shall be jointly and severally liable with a visitor, roommate, guest or tenant to the Association for any amount which is required by the Association to effect any repairs or to pay any claim for injury or damage to property caused by the negligence of the visitor, roommate, guest or tenant or for the acts and omissions of an occupant (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. A visitor, roommate, guest or tenant shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act, and their provisions shall be deemed expressly incorporated into any lease of a Unit.

A tenant shall not sublet or otherwise assign in any manner the right to occupy the Unit.

In the event that a guest vacates a Unit, he or she shall not permit another person to occupy it.

When a Unit is occupied, a guest or tenant shall have all use rights in the Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the occupied Unit shall not have such rights. The exclusive use rights of the guest or tenant shall extend for the full term of any agreement, unless the agreement is terminated due to the death or lawful eviction of the tenant or adequate proof of a work transfer involving the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by a Unit Owner and a tenant of Association Property and Common Elements is prohibited. Any time a Unit is occupied, the occupants must use the Unit Owner's parking space and may not park more cars on the Condominium Property than the number of parking spaces assigned to the Unit Owner.

16.9 Restriction on Guest and Tenant Occupancy. An Owner shall not permit a guest and/or tenant to occupy a Unit for less than a thirty (30) day period and for more than three (3) different periods during a calendar year.

16.10 Pets. Unit Owners may keep up to two (2) pets. A guest or tenant may keep up to two (2) pets after obtaining a letter of written permission from the Unit Owner and filing a copy of the letter with the Association office. No pets or animals, weighing in excess of ten (10) pounds, shall be kept or harbored on the Condominium Property, including within the confines of a Unit, without the prior written consent of the Board of Directors. Such consent may be given upon such conditions as the Board of Directors may direct, shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time. The only pets which may be maintained in any Unit are dogs, cats, fish in tanks of no greater volume than five (5) gallons, and birds in cages. The Board of Directors may make and amend rules and regulations including, but not limited to, rules prescribing the locations where pets must be walked, registration for pets, and other rules which do not contravene this Declaration. Pets showing violent propensities through biting, snapping, lunging or other aggressive behavior must be permanently removed from the Unit and the Condominium Property within thirty (30) days, if required by the Board. If the pet becomes a nuisance through excessive noise or otherwise, after one warning, the pet must be permanently removed within thirty (30) days, if required by the Board.

16.11 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units. No Unit Owner may store any personal property of any kind on the Common Elements, except within the Limited Common Element storage bin assigned to his or her Unit. The Board may make and

amend rules regarding personal property to be placed on balconies.

16.12 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property. No use or practice shall be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property. The Board of Directors is hereby authorized to adopt additional rules and regulations regarding noise, including the types of activities and the level of noise that is permitted, as well as the hours of the day during which certain types of activities are permitted.

16.13 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction that relate to any portion of the Condominium Property shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth and subject to Section 18 of this Declaration. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person for its failure to enforce the provisions of this subsection.

16.14 Signs. No signs or other displays of advertising, including but not limited to "For Sale", "For Rent" or "Open House" shall be maintained or displayed on any part of the Common Elements, Limited Common Elements or Units, or from within or on any vehicle parked on the Common Elements or Limited Common Elements.

16.15 Antennas. No television or radio antennas or towers of any nature shall be erected on any part of the Condominium Property or the exterior of any Building, except to the extent such installations must be permitted by federal law or except to the extent such installations are approved as an alteration to the Common Elements as provided in Sections 8 or 9 hereof. The Board is empowered to adopt rules and regulations regarding the installation of television or radio satellites or antennas consistent with any applicable federal law in order to preserve and protect the Condominium Property from damage and to address legitimate safety objectives.

16.16 Limitations on Ownership. Ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other legal entity of any kind. This provision is applicable to the acquisition of Units by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or

other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases. Title to a Unit may not be held in the names of more than two (2) natural persons who are not members of the same family, as defined above, or not more than four (4) natural persons who are all members of the same family, as defined above. No person or permitted entity may own an interest, directly or indirectly, jointly or individually, in more than ten (10) Units in the Condominium.

16.17 Parking. The Board may make and amend rules regarding the parking of vehicles on the Condominium Property, which may include, without limitation, requirements for registration of vehicles and the display of decals issued by the Association, and leaving a set of keys accessible by the Association office during any absence from the Condominium Property, as well as restrictions on the location, type and condition of vehicles, as well as the number of vehicles which may be parked on the Condominium Property.

The following guidelines shall apply with regard to permitted and prohibited vehicles on the Condominium Property (including, without limitation, any assigned or unassigned parking spaces):

(a) ONLY passenger automobiles, station wagons, sport utility vehicles, passenger vans (vans which are designed and used solely for personal purposes and for the transportation of persons, not cargo) and pick-up trucks (pick-up trucks which are used solely for personal purposes and for the transportation of persons, not cargo, that meet the requirement specified in the Rules and Regulations) may park on the Condominium Property. Motorcycles, motor scooters or other two (2), three (3) or four (4) wheeled motorized vehicles are permitted to park ONLY in designated areas on the property as approved by the Board of Directors from time to time.

(b) Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park on the Condominium Property, except as provided by sub-paragraph (c) below:

(i) Commercial vehicles of any type, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes;

(ii) Vans which are used, in whole or in part, for business or commercial purposes;

- (iii) Limousines or "stretch" limousines;
- (iv) Trucks of any types which are used, in whole or in part, for business or commercial purposes;
- (v) Agricultural vehicle;
- (vi) Dune buggies;
- (vii) Any trailer or other device transportable by vehicular towing;
- (viii) Semis, tractors or tractor trailers;
- (ix) Buses;
- (x) Travel trailers;
- (xi) Boats and boat trailers with or without boats;
- (xii) Vehicles which are not fully mechanically operable or not currently licensed or registered for use;
- (xiii) Motorcycle delivery wagons;
- (xiv) Recreational vehicles;
- (xv) Mobile homes or mobile houses;
- (xvi) Truck mounted campers attached or detached from the truck chassis;
- (xvii) Motor homes or motor houses;
- (xiii) Motor vehicles not having any bodies whatever, or incomplete buggies;
- (xix) Swamp buggies; and
- (xx) Passenger automobiles that have been converted for racing.

(c) Violations of parking restrictions may result in the vehicle being towed pursuant to the requirements of Chapter 715, Florida Statutes, as amended from time to time, and/or the use of other enforcement mechanisms provided by this Declaration of Condominium or applicable Florida law, as either are amended from time to time.

16.18 Prohibition on Smoking. Smoking of any type of smoking material or substance is prohibited on the Common Elements, Limited Common Elements, and the Association Property, subject only to the exception set forth herein below. Smoking is

permitted on the Limited Common Element balconies appurtenant to the Units, provided that the Board is hereby authorized to make and amend rules and regulations requiring the use of such equipment as the Board of Directors deems necessary to mitigate the impact of second hand smoke on neighboring portions of the Condominium Property when smoking occurs on a Limited Common Element balcony. Smoking shall include, but is not limited to, "vaping" vapor or electronic cigarettes.

16.19 Cooking Prohibited on Balcony. With the exception of electric barbeque grills, no hibachi, gas-fired grill, charcoal grill, or other devices used for cooking or heating food shall be used on any balcony or under any overhanging portion of a Unit.

16.20 Drones.

(i) No person, including but not limited to Unit Owners, family members, visitors, roommates, guests, tenants, employees, invitees, or licensees of any Unit Owner or tenant may use a drone, as that term is defined in Section 934.50, Florida Statutes, as amended or renumbered from time to time, on the Condominium Property except as provided in paragraphs (ii) and (ii) of this Section 16.20

(ii) The foregoing prohibition shall not apply to the Association.

(iii) If a Unit Owner has a realtor, engineer, or other professional who requires drone use to inspect or photograph the building, the Unit Owner must obtain the prior written consent of the Board of Directors before the drone may be operated on the Condominium Property, and such use shall only be for the specific purpose and during the specific times approved by the Board.

16.21 Association Office. Any Unit owned by the Association used as the Association's management office shall be exempt from the use restrictions of this Declaration and other requirements herein.

17. CONVEYANCES, SALES AND TRANSFERS. In order to ensure the community of congenial residents and thus protect the value of the Units, the sale, and other transfer of Units by any Owner shall be subject to the following provisions:

17.1 Transfers Subject To Approval. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

(a) All sales of Units, except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Unit or public sales conducted by the Palm Beach County Tax Collector resulting

from the failure to pay real property taxes, subject to the limitations of applicable law.

(b) All transfers by gift.

(c) All transfers by devise or inheritance.

(d) Any other transfer of title to or possession of a Unit.

(e) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Act, as same may be amended from time to time.

(f) All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Act.

17.2 Notice to Association, Information required and Screening. Where a transfer is subject to approval under Section 17.1, the transferor shall provide the Association with written notice of intent to transfer the Unit, together with documentation or information including the following:

(a) For a sale, a copy of the contract for sale;

(b) For the transfer by devise or inheritance, a copy of the Letters of Administration for the Personal Representative of the deceased Owner's estate, and any other documentation from the Probate Court file that the Board may reasonably require; and

(c) A copy of any other documentation that the Board may reasonably require.

The proposed transferee and any other intended occupants of the Unit shall submit to a personal interview with a representative of the Association and shall also provide any further information that may be reasonably be required by the Association.

The Association may conduct background checks, either directly or through a third party, to screen any proposed transferees, visitors staying for a period longer than 30 days, roommates, guests, tenants or occupants of a Unit. Background checks and screening may include, but are not limited to, criminal record searches, financial, credit and employment verification, and any other checks that the Board may require.

17.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 17.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

(a) Approval. In the event the Association approves any transfers subject to approval, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval for the transfer, executed by an authorized representative of the Association.

(b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof, provide the Owner with an executed contract from the Association or another purchaser acceptable to the Association. Such a contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale and have a closing date within thirty (30) days from the date that it is delivered to the owner by the Association.

If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the Owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a) of this Section 17.3.

(c) Good cause. If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit.

Good cause shall be defined to include the following:

(1) A proposed transferee or occupant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the

Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations; or

(2) A proposed transferee or occupant has been convicted of a felony or misdemeanor involving violence to persons or property at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or

(3) For transfers by sale, a proposed transferee or occupant intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%) [This provision does not apply to United States military personnel or United States military veterans obtaining Veteran Administration loans or their equivalent]; or

(4) A proposed transferee or occupant takes possession of the Unit prior to approval by the Association as provided for herein; or

(5) A proposed transferee or occupant has a documented history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Condominium as an Owner, family member, visitor, roommate, guest, tenant, or occupant of a Unit or based upon information provided from other documented sources; or

(6) The proposed transferee or occupant fails to comply with the requirements of Section 17.2 hereof; or

(7) No transfer of title will be approved if, at the time of the closing, the Unit Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit Owner is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

17.4 Mortgage Approval and Subordination. All liens against a Unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the

Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage. The foregoing shall not apply to United States military personnel or United States military veterans who obtain Veterans Administration loans or their equivalent which exceed the values outlined in this paragraph.

18. COMPLIANCE AND DEFAULT. The Association and each Unit Owner, family member, visitor, roommate, guest, tenant, occupant, and any agent, employee or contractor of a Unit Owner or tenant, shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a Unit, the Unit Owner's personal property, or to the personal property of the Association or other Unit Owners or occupants, including, but not limited to, repair after casualty under Section 14 hereinabove, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any family members, visitors, roommates, guests, tenants or agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Article 12 hereof.

18.2 Compliance. In the event that a Unit Owner or occupant fails to comply with such Unit Owner's obligations under Sections 7, 9, 13 and 16 hereof or fails to observe and comply with any other provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium

Parcel, enforceable in the same manner as Assessments levied under Article 12 hereof.

18.3 Fines. In addition to all other remedies provided hereunder, in the event that a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act.

18.4 Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner or his family members, visitors, roommates, guests, tenants, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.

18.5 Suspension of Voting Rights. In addition to the remedies provided in Section 12 hereof and by applicable law, the Association may suspend the voting rights of any Unit Owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any Unit Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.

18.6 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

18.7 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

18.8 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

18.9 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

19. TERMINATION. The Condominium may be terminated in the manner provided in the Act.

20. RESTRICTIONS AND EASEMENTS. The real property submitted to Condominium ownership hereby is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

The Covenants Declaration is incorporated herein by reference and made a part hereof.

21. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the

contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Association, the Unit Owners, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, family members, visitors, roommates, guests, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. ADDITIONAL PROVISIONS.

22.1 Notices. All notices to the Association required hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners, unless another manner of delivery is specifically required by the Act or this Declaration or the By-Laws. Except as provided specifically in the Act, this Declaration, the Articles of Incorporation or the By-Laws, all notices to any Unit Owner shall be sent by first class mail, hand delivery or electronic transmission, to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

22.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

22.3 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

22.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

22.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida that regard to its conflicts or choice of laws principles.

22.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

22.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

22.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

22.9 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders.

22.10 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

EXHIBIT "A"

LEGAL DESCRIPTION

This exhibit "A" is a copy of the original exhibits "A", "H", "I" and "J" contained in the original Declaration of Condominium filed with the State of Florida on March 24, 1989

EXHIBIT "A"

LEGAL DESCRIPTION
OF
PHASE ONE REAL PROPERTY

ORB 6009 Ps 1625

A parcel of land lying within the Northwest quarter (N.W. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 15, Township 45 South, Range 13 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Section 15 aforesaid; thence South $00^{\circ}00'00''$ West, along the Westerly line of the Northwest quarter (N.W. 1/4) of the Northwest quarter (N.W. 1/4) of said Section 15 (the Westerly line of the Northwest quarter of the Northwest quarter of said Section 15 is assumed to bear South $00^{\circ}00'00''$ West and all other bearings are relative thereto), a distance of 40.02 feet to the point of beginning of the herein described parcel, said point lying on the ultimate South right-of-way line of Miner Road; thence continue South $00^{\circ}00'00''$ West, along the Westerly line of the Northwest quarter (N.W. 1/4) of the Northwest quarter (N.W. 1/4) of said Section 15 and departing from the ultimate South right-of-way line of said Miner Road, a distance of 782.63 feet to a point; thence North $89^{\circ}59'49''$ East, departing from the Westerly line of the Northwest quarter (N.W. 1/4) of the Northwest quarter (N.W. 1/4) of said Section 15, a distance of 183.86 feet to a point; thence North $01^{\circ}41'56''$ East a distance of 10.73 feet to a point; thence South $88^{\circ}18'04''$ East a distance of 109.50 feet to a point; thence South $01^{\circ}41'56''$ West a distance of 11.09 feet to a point; thence South $88^{\circ}18'04''$ East a distance of 143.52 feet to a point; thence North $26^{\circ}52'24''$ East a distance of 36.90 feet to a point; thence South $88^{\circ}18'04''$ East a distance of 53.82 feet to a point; thence South $01^{\circ}41'56''$ West a distance of 61.47 feet to a point; thence South $88^{\circ}18'04''$ East a distance of 24.00 feet to a point; thence South $01^{\circ}41'56''$ West a distance of 95.52 feet to a point of curve concave to the East, having a radius of 30.88 feet and a central angle of $22^{\circ}00'03''$; thence Southerly, along the arc of said curve, a distance of 11.86 feet to a point of reverse curve concave to the West, having a radius of 243.77 feet and a central angle of $22^{\circ}00'03''$; thence Southerly, along the arc of said curve, a distance of 93.60 feet to the point of tangent of said curve; thence South $01^{\circ}41'56''$ West a distance of 47.94 feet to a point; thence South $88^{\circ}18'04''$ East a distance of 29.00 feet to a point; thence South $01^{\circ}41'56''$ West a distance of 160.60 feet to a point lying on the North line of a 100' right-of-way as described in Deed Book 947, at page 171, in and for the Public Records of Palm Beach County, Florida, said North line being 50.0 feet North of (as measured at right angles to) the South line of the Northwest quarter (N.W. 1/4) of the Northwest quarter (N.W. 1/4) of said Section 15; thence South $88^{\circ}18'04''$ East, along said North line, a distance of 165.50 feet to a point; thence North $01^{\circ}41'56''$ East a distance of 160.60 feet to a point; thence North $88^{\circ}18'04''$ West a distance of 30.00 feet to a point; thence North $01^{\circ}41'56''$ East a distance of 172.50 feet to a point; thence North $88^{\circ}18'04''$ West a distance of 31.04 feet to a point; thence North $01^{\circ}41'56''$ East a distance of 135.3 feet to a point; thence North $88^{\circ}18'04''$ West a distance of 77.46 feet to a point; thence North $01^{\circ}41'56''$ East a distance of 320.38 feet to a point lying on the arc of a curve concave to the West, having a radius of 185.0 feet, a central angle of $34^{\circ}06'01''$ and a radial bearing at this point of North $71^{\circ}22'03''$ West; thence Northerly, along the arc of said curve, a distance of 110.10 feet to a point of reverse curve concave to the East, having a radius of 129.0 feet and a central angle of $15^{\circ}28'03''$; thence Northerly, along the arc of said curve, a distance of 34.83 feet to the point of tangent of said curve; thence North $00^{\circ}00'00''$ East a distance of 200.45 feet to a point lying on the ultimate South right-of-way line of said Miner Road; thence North $08^{\circ}11'40''$ West, along the ultimate South right-of-way line of said Miner Road, a distance of 75.04 feet to a point; thence South $00^{\circ}00'00''$ West, departing from the ultimate South right-of-way line of said Miner Road, a distance of 285.15 feet to a point; thence North $08^{\circ}11'40''$ West a distance of 185.09 feet to a point; thence North $00^{\circ}00'00''$ East a distance of 105.09 feet to a point; thence North $08^{\circ}11'40''$ West a distance of 50.02 feet to a point; thence North $00^{\circ}00'00''$ East a distance of 100.06 feet to

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Woods, Oviatt, Gilman, Sturman & Clarke, P.A., by Charles A. Heeg, Esquire

point lying on the ultimate South right-of-way line of said Miner Road; thence North 88°11'40" West, along the ultimate South right-of-way line of said Miner Road, a distance of 305.15 feet to the point of beginning.

Containing in all 11.30 acres, more or less.

Subject to rights-of-way, easements and other matters of record.

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EXHIBIT "H"
TO
DECLARATION OF CONDOMINIUM
FOR
WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE TWO REAL PROPERTY

RECORDER'S MEMO: Legibility
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EXHIBIT "H"
 LEGAL DESCRIPTION
 OF
 PHASE TWO REAL PROPERTY

A parcel of land lying within the Northwest Quarter (N.W. $\frac{1}{4}$) of the Northwest Quarter (N.W. $\frac{1}{4}$) of Section 15, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest Corner of Section 15 aforesaid; thence South 88°11'40" East, along the Northerly line of the Northwest Quarter (N.W. $\frac{1}{4}$) of the Northwest Quarter (N.W. $\frac{1}{4}$) of said Section 15 and the centerline of Miner Road (the Northerly line of the Northwest Quarter of the Northwest Quarter of said Section 15 is assumed to bear South 98°11'40" East and all other bearings are relative thereto), a distance of 615.30 feet to a point; thence South 00°00'00" West, departing from the Northerly line of the Northwest Quarter (N.W. $\frac{1}{4}$) of the Northwest Quarter (N.W. $\frac{1}{4}$) of said Section 15 and the centerline of Miner Road, a distance of 40.02 feet to the point of beginning of the herein described parcel, said point lying on the ultimate South right-of-way line of Miner Road; thence South 98°11'40" East, along the ultimate South right-of-way line of Miner Road, a distance of 525.81 feet to a point lying on the Westerly right-of-way line of the F.E.C. Railroad (100' right-of-way per Deed Book "J", page 66); thence South 09°01'16" West, along the Westerly right-of-way line of said F.E.C. Railroad and departing from the ultimate South right-of-way line of said Miner Road, a distance of 1220.93 feet to a point lying on the North line of a 100' right-of-way as described in Deed Book 947, at page 371, in and for the Public Records of Palm Beach County, Florida, said North line being 50.0 feet North of (as measured at right angles to) the South line of the Northwest Quarter (N.W. $\frac{1}{4}$) of the Northwest Quarter (N.W. $\frac{1}{4}$) of said Section 15; thence North 88°18'04" West, along said North line, a distance of 217.49 feet to a point; thence North 01°41'56" East a distance of 160.68 feet to a point; thence North 88°18'04" West a distance of 30.00 feet to a point; thence North 01°41'56" East a distance of 172.50 feet to a point; thence North 88°18'04" West a distance of 31.04 feet to a point; thence North 01°41'56" East a distance of 135.32 feet to a point; thence North 88°18'04" West a distance of 77.46 feet to a point; thence North 01°41'56" East a distance of 320.38 feet to a point lying on the arc of a curve concave to the West, having a radius of 185.0 feet, a central angle of 34°06'01" and a radial bearing at this point of North 71°22'03" West; thence Northerly, along the arc of said curve, a distance of 110.10 feet to a point of reverse curve concave to the East, having a radius of 129.0 feet and a central angle of 15°28'03"; thence Northerly, along the arc of said curve, a distance of 34.83 feet to the point of tangent of said curve; thence North 00°00'00" East a distance of 280.45 feet to the point of beginning.

Containing in all 10.94 acres, more or less.

Subject to rights-of-way, easements and other matters of record.

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EXHIBIT "I"

TO

DECLARATION OF CONDOMINIUM

FOR

WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE THREE REAL PROPERTY

RECORDER'S MEMO: Legibility
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EXHIBIT "I"
 LEGAL DESCRIPTION
 OF
 PHASE THREE REAL PROPERTY

A parcel of land lying within the Northwest Quarter (N.W. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 15, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest Corner of Section 15 aforesaid; thence South 00°00'00" West, along the Westerly line of the Northwest Quarter (N.W. 1/4) of the Northwest Quarter (N.W. 1/4) of said Section 15 (the Westerly line of the Northwest Quarter of the Northwest Quarter of said Section 15 is assumed to bear South 00°00'00" West and all other bearings are relative thereto), a distance of 822.65 feet to the point of beginning of the herein described parcel; thence continue South 00°00'00" West, along the Westerly line of the Northwest Quarter (N.W. 1/4) of the Northwest Quarter (N.W. 1/4) of said Section 15, a distance of 431.00 feet a point lying on the North line of a 100' right-of-way as described in Deed Book 947, at page 371, in and for the Public Records of Palm Beach County, Florida, said North line being 50.0 feet North of (as measured at right angles to) the South line of the Northwest Quarter (N.W. 1/4) of the Northwest Quarter (N.W. 1/4) of said Section 15; thence South 88°18'04" East, along said North line and departing from the Westerly line of the Northwest Quarter (N.W. 1/4) of the Northwest Quarter (N.W. 1/4) of said Section 15, a distance of 566.54 feet to a point; thence North 01°41'56" East, departing from said North line, a distance of 160.68 feet to a point; thence North 88°18'04" West a distance of 29.00 feet to a point; thence North 01°41'56" East a distance of 47.94 feet to a point of curve concave to the West, having a radius of 243.77 feet and a central angle of 22°00'03"; thence Northerly, along the arc of said curve, a distance of 93.60 feet to a point of reverse curve concave to the East, having a radius of 30.88 feet and a central angle of 22°00'03"; thence Northerly, along the arc of said curve, a distance of 11.86 feet to the point of tangent of said curve; thence North 01°41'56" East a distance of 95.52 feet to a point; thence North 88°18'04" West a distance of 24.00 feet to a point; thence North 01°41'56" East a distance of 61.47 feet to a point; thence North 88°18'04" West a distance of 53.82 feet to a point; thence South 26°52'24" West a distance of 36.90 feet to a point; thence North 88°18'04" West a distance of 143.52 feet to a point; thence North 01°41'56" East a distance of 11.89 feet to a point; thence North 88°18'04" West a distance of 109.50 feet to a point; thence South 01°41'56" West a distance of 10.73 feet to a point; thence South 89°59'49" West a distance of 183.86 feet to the point of beginning.

Containing in all 5.52 acres, more or less.

Subject to rights-of-way, easements and other matters of record.

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EXHIBIT "J"
TO
DECLARATION OF CONDOMINIUM
FOR
WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE FOUR REAL PROPERTY

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
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when received.

LEGAL DESCRIPTION
OF
PHASE FOUR REAL PROPERTY

A parcel of land lying within the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 15, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Section 15 aforesaid; thence South 00°00'00" West, along the Westerly line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 15, (the Westerly line of the bearings are relative thereto) a distance of 40.02 feet to a point lying on the ultimate South right-of-way line of Miner Road; thence South 88°11'40" East along the ultimate South right-of-way line of said Miner Road, a distance of 305.15 feet to the point of beginning of the herein described parcel; thence continue South 88°11'40" East along said ultimate South right-of-way of Miner Road, a distance of 235.11 feet; thence South 00°00'00" West a distance of 285.15 feet; thence North 88°11'40" West a distance of 185.09 feet; thence North 00°00'00" East a distance of 185.09 feet; thence North 88°11'40" East a distance of 185.09 feet; thence North 00°00'00" East a distance of 50.02 feet; thence North 88°11'40" West a distance of 100.06 feet to the point of beginning.

Containing in all 1.41 acres, more or less.

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

Woods, Oviatt, Gilman, Sturman & Clarke, P.A., by Charles A. Heeg, Esquire

EXHIBIT "B"

OVERALL SURVEY, SITE PLAN, GRAPHIC DESCRIPTION AND

SUBSEQUENT LAND PARCELS ACQUISITIONS

This exhibit "B" is a copy of the original exhibit "B" called "Overall survey, site plan & graphic description. This exhibit now includes land parcels acquired following the original filling with the State of Florida on March 24, 1989.

Attachment 1: Parcel of land to the south of the development acquired from the Town of Hypoluxo on December 14, 1989.

Attachment 2: Parcel of land to the South of Miner Road, enclaved in the development, acquired from the Town of Hypoluxo on June 20, 2012.

Attachment 3: Four (4) parcels of land to the North of Miner Road, acquired from Mark C. Albright on May 14, 2015.

EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM FOR
WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM

OVERALL SURVEY, SITE PLAN & GRAPHIC DESCRIPTION

WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM
HYPOLUXO, PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 1 OF 17 DECEMBER 20, 1988
OVERALL SURVEY AND SITE PLAN

THIS SURVEY AND SITE PLAN IS A PART OF THE RECORDS OF THE PALM BEACH COUNTY ENGINEER'S OFFICE. IT IS HEREBY CERTIFIED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE FLORIDA CONDOMINIUM ACT, CHAPTER 718, F.S., AND THE PALM BEACH COUNTY CONDOMINIUM ACT, CHAPTER 20, LOCAL ORDINANCE 1988-10. THE SURVEY AND SITE PLAN IS SUBJECT TO THE APPROVAL OF THE PALM BEACH COUNTY ENGINEER'S OFFICE. THE SURVEY AND SITE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

OVERALL SURVEY
SITE PLAN
Scale 1"=50'

LEGEND
Circled numbers 1 through 17
Circled letters A through G
Circled symbols
Circled letters H through J
Circled letters K through M
Circled letters N through P
Circled letters Q through R
Circled letters S through T
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HYPOLUXO ROAD

ULTIMATE PLAN LOTS PALM BEACH COUNTY LATER RECONSTRUCTION DISTRICT
MINER ROAD



Scale 1"=50'
11/88

N.E. 26th AVENUE

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

SURVEYOR'S NOTES:

I. DESCRIPTION OF COMMON ELEMENTS:

- A. All land and all portions of the Condominium Property as shown on this Survey, Plot Plan and Graphic Description of Improvements ("Survey") not within any Apartment or Apartments are part of Common Elements.
- B. The Apartment shall not be deemed to include utility services or appurtenances which may be contained within the boundaries of the Apartment and which are utilized to serve Common Elements and/or an Apartment or Apartments other than or in addition to the Apartment within which contained, nor shall it include columns or partitions, contributing to support of the building. The items here identified are part of the Common Elements.
- C. All conduits and wires to outlets and all utility lines to outlines regardless of location constitute Common Elements.
- D. There are designated and reflected on this Survey separate Parking Spaces which are identified in the Declaration and which constitute Common Elements. Parking Spaces may be assigned to the use of specific Apartments pursuant to the provisions of the Declaration.
- E. The Common Elements are subject to certain easements set forth in the Declaration of Condominium.

II. DESCRIPTION OF APARTMENTS:

- A. Each Apartment includes the porch shown on this Survey.
- B. Each Apartment consists of that part of the building containing such Apartment which lies within the boundaries of the Apartment, which boundaries are as follows:
 - 1. Upper and lower boundaries: The upper and lower boundaries of each Apartment are the following boundaries, extended to an intersection with the perimetrical boundaries:
 - a. Upper boundaries: The plane of the lowest surface of
 - (i) the unfinished roof decking as to the 2nd floor and
 - (ii) the ceiling slab as to the 1st floor.
 - b. Lower boundaries: The plane of the uppermost surface of the unfinished 1st floor slab and the plane of the uppermost surface of the unfinished porch slab as to the 1st floor; and the plane of the uppermost surface of the unfinished ceiling slab and the plane of the uppermost surface of the unfinished porch slab as to the 2nd floor.
 - 2. Perimetrical boundaries: The perimetrical boundaries of an Apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:
 - a. Exterior building walls: The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Apartment. When there is attached a porch, in addition to the perimetrical boundaries described in the immediately prior sentence, the perimetrical boundaries shall include the porch as the same is defined by the intersecting vertical planes which include all of such porch structure.
 - b. Interior building walls: The vertical planes of the innermost unfinished surface of the interior walls bounding such Apartment extended to intersections with other perimetrical boundaries.
 - 3. The Apartment also consists of that part of the building containing the front or Main entrance door to each Apartment, together with the door and doorway serving direct access to that portion of the Apartment referred to as porch, so that the porch is contiguous with the remaining portion of the Apartment.

III. STATEMENT OF OWNERSHIP:

Apartments are owned by Apartment Owners and Common Elements are owned by Apartment Owners in common according to the percentage of ownership of the Common Elements described in the Declaration of Condominium.

IV. NOTES TO BUILDING ELEVATIONS:

- A. Floor slab thickness of building floor slabs are shown on the Survey.
- B. Common Elements such as but not limited to conduits, wires, outlets, utility lines, ducts, plumbing, irrigational system, parkway lighting, etc. have not been graphically illustrated.

V. DEFINITIONS:

The definitions set forth in the Declaration of Condominium incorporated herein and specifically the terms Apartment and Unit may be used interchangeably.

CERTIFICATE:

The undersigned, a Land Surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material i.e., Survey Exhibit "B", Sheets 1 thru 17 inclusive, all of which are exhibits annexed to and made a part of the Declaration of Condominium of **WATERSIDE VILLAGE OF PALM BEACH** a 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.

Dated this 20TH day of DECEMBER, 1988. BY:

Boca Raton, Palm Beach County, Florida.

FEB. 20, 1989 NEW PHASE IV ADDED

[Signature]
JAMES H. HARRIS, N.L.S., P.E., S.D.
State of Florida

3050 N.W. 16th Street, Boca Raton, Florida 33431
J. J. EISSON AND ASSOCIATES, INC.
Engineers and Land Surveyors

DECEMBER 20 1988
SURVEYORS NOTES

**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**

HYPOLEXO, PALM BEACH COUNTY, FLORIDA

EXHIBIT B SHEET 2 OF 17

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

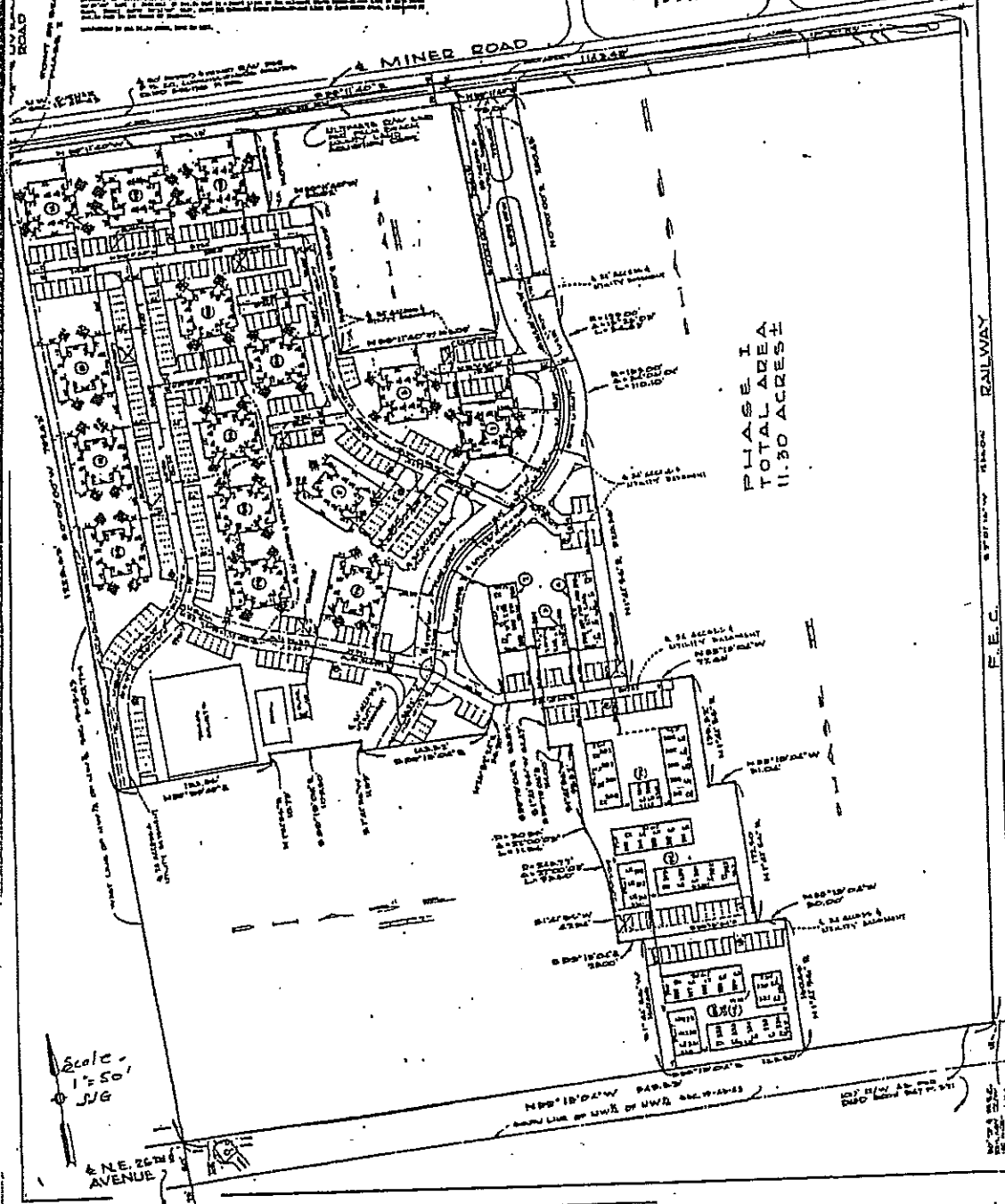
WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM

HYPOLUXO, PALM BEACH COUNTY, FLORIDA
EXHIBIT & SHEET 9 OF 17 DECEMBER 20 1988
PHASE I SURVEY AND SITE PLAN

ARTICLE
This document is a part of a larger document, the original of which is on file in the office of the Clerk of the Circuit Court, Palm Beach County, Florida, under the name of the above-captioned project. This document is a copy of the original as it appears in the public records of the Clerk of the Circuit Court, Palm Beach County, Florida, and is subject to the same laws and regulations as the original. This document is not to be construed as a contract or as a representation of the actual conditions of the property at the time of the survey. It is intended only as a guide to the location of the property and the boundaries of the same. The actual conditions of the property should be determined by a physical inspection of the property and the records of the Clerk of the Circuit Court, Palm Beach County, Florida.

Scale 1" = 50'
J.J.G.

LEGEND
① CONDOMINIUM UNIT
② COMMON AREA
③ DRIVEWAY
④ STAIRWAY
⑤ ELEVATOR
⑥ MECHANICAL ROOM
⑦ ELECTRICAL ROOM
⑧ TELEPHONE ROOM
⑨ JANETRY
⑩ STORAGE ROOM
⑪ OFFICE
⑫ RECEPTION AREA
⑬ LOBBY
⑭ CONFERENCE ROOM
⑮ BOARD ROOM
⑯ GYMNASIUM
⑰ SWIMMING POOL
⑱ TENNIS COURT
⑲ PLAYGROUND
⑳ PARKING AREA
㉑ DRIVEWAY
㉒ STAIRWAY
㉓ ELEVATOR
㉔ MECHANICAL ROOM
㉕ ELECTRICAL ROOM
㉖ TELEPHONE ROOM
㉗ JANETRY
㉘ STORAGE ROOM
㉙ OFFICE
㉚ RECEPTION AREA
㉛ LOBBY
㉜ CONFERENCE ROOM
㉝ BOARD ROOM
㉞ GYMNASIUM
㉟ SWIMMING POOL
㊱ TENNIS COURT
㊲ PLAYGROUND
㊳ PARKING AREA



Scale 1" = 50'
J.J.G.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

MEMORANDUM

A. [Illegible text]

B. [Illegible text]

C. [Illegible text]

D. [Illegible text]

E. [Illegible text]

F. [Illegible text]

G. [Illegible text]

H. [Illegible text]

I. [Illegible text]

J. [Illegible text]

K. [Illegible text]

L. [Illegible text]

M. [Illegible text]

N. [Illegible text]

O. [Illegible text]

P. [Illegible text]

Q. [Illegible text]

R. [Illegible text]

S. [Illegible text]

T. [Illegible text]

U. [Illegible text]

V. [Illegible text]

W. [Illegible text]

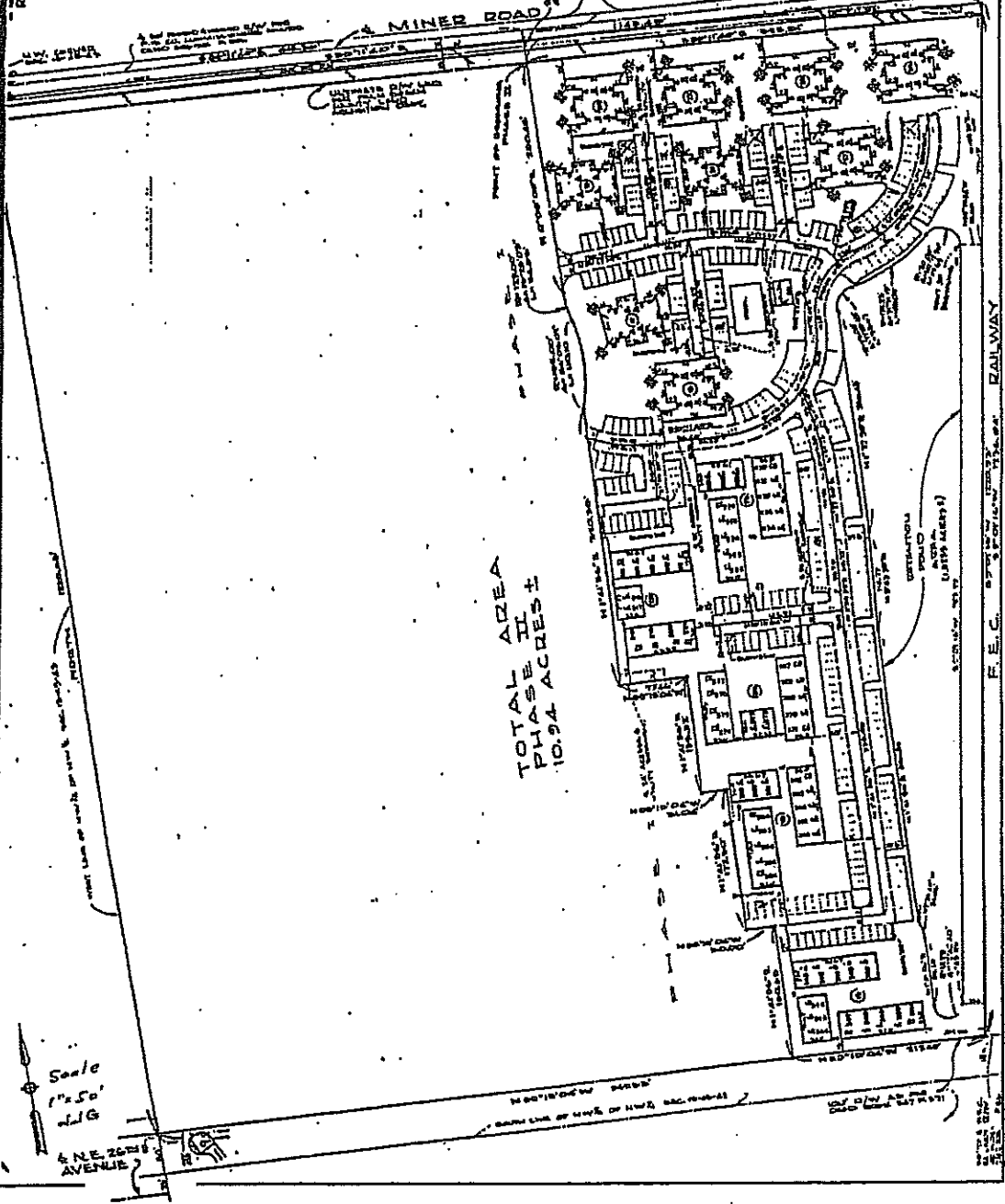
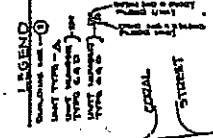
X. [Illegible text]

Y. [Illegible text]

Z. [Illegible text]

**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**
HYPOLUXO, PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 4 OF 17
DECEMBER 20, 1988
SURVEY AND SITE PLAN

Scale 1" = 50'
J.J.G.



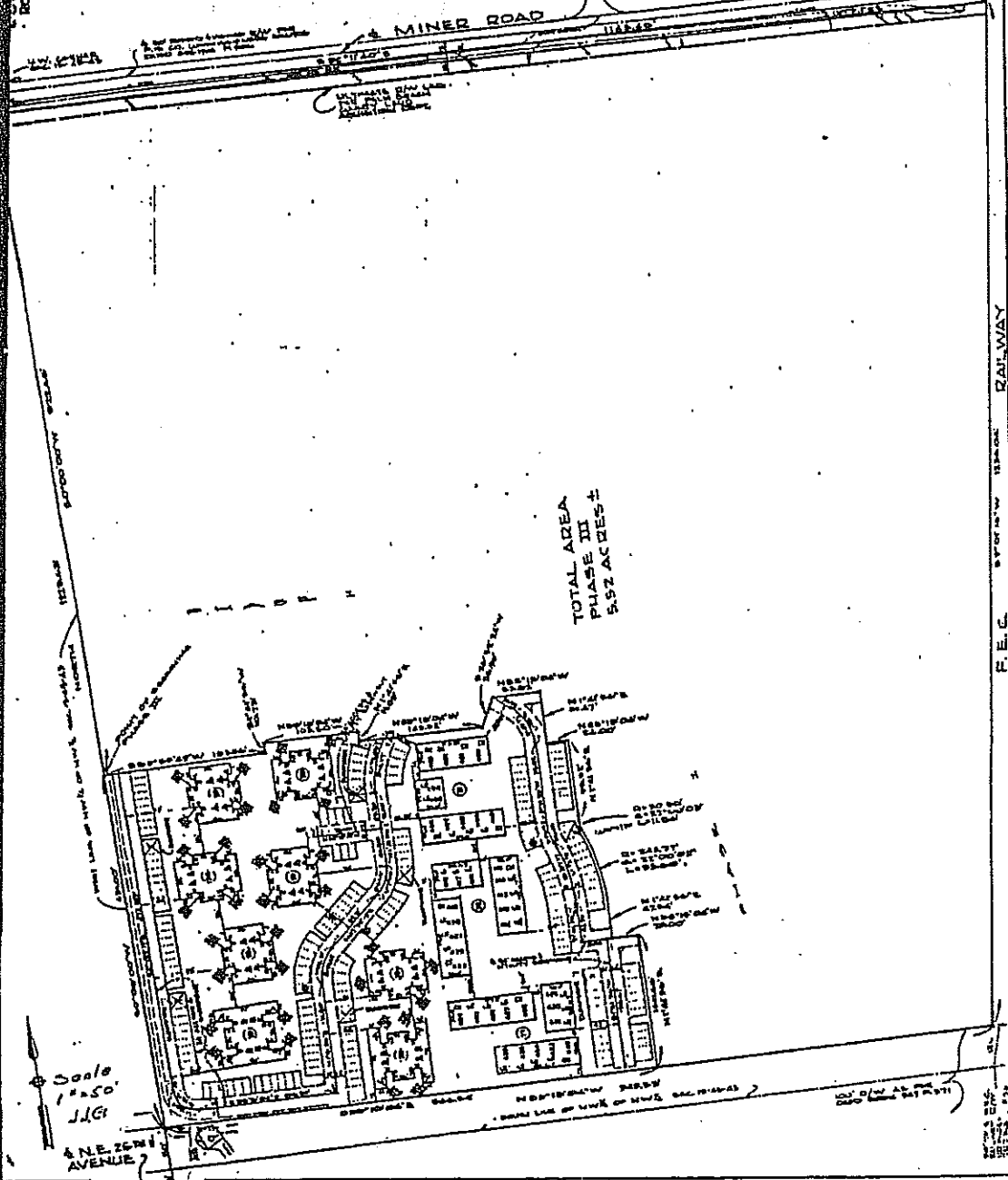
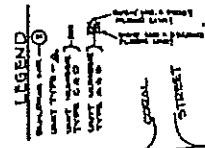
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J.J.G.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**
HYPOLUXO PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 5 OF 17 DECEMBER 20, 1998
PHASE III. SURVEY AND SITE PLAN

[Illegible dense text block]

Scale 1"=60'
J.J.G.



RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

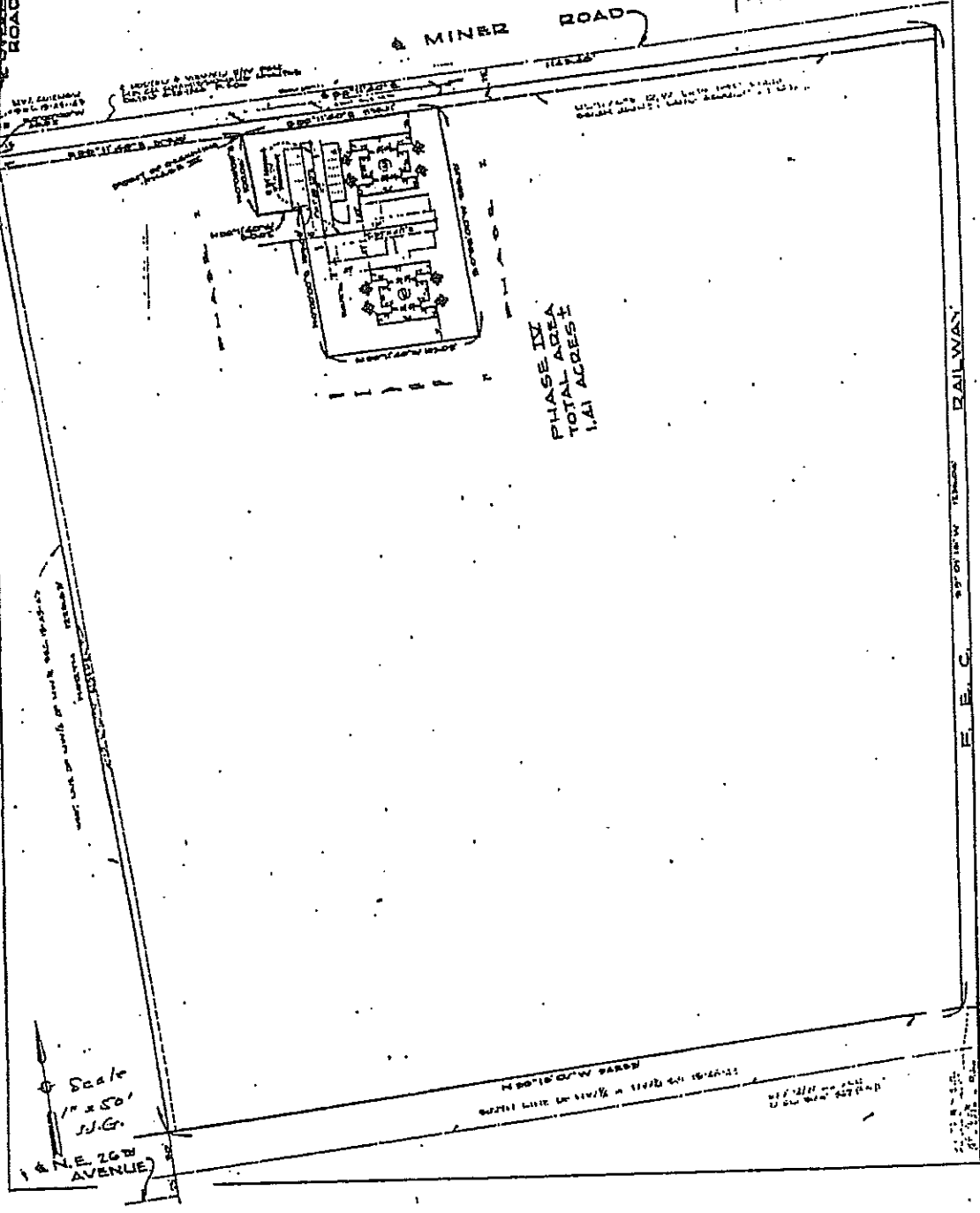
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**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**
HYPOLUXO PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 5A OF 17
PHASE IV

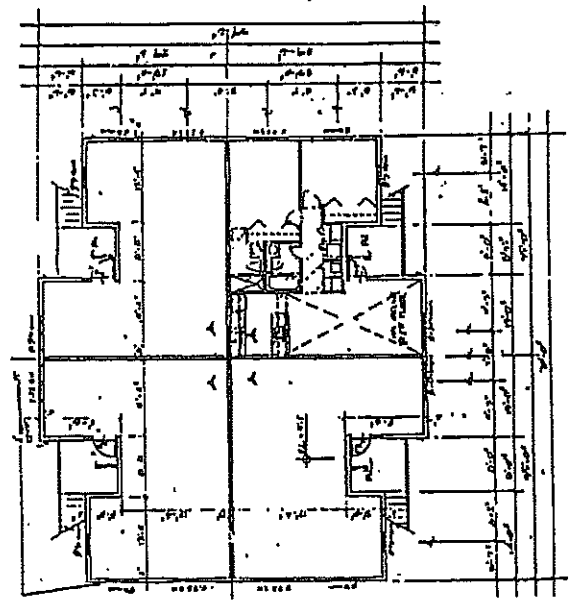
FEBRUARY 28, 1989
SURVEY AND
SITE PLAN

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J.J.G.

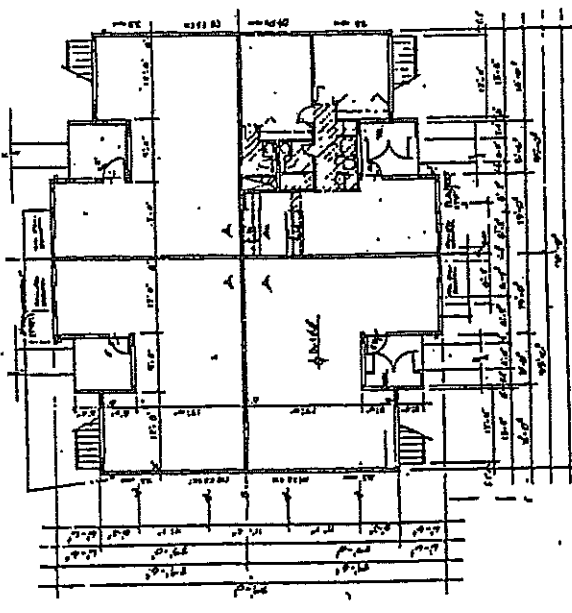
NO.	DESCRIPTION	AREA (SQ. FT.)
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RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



UNIT A CLUSTER / SECOND FLOOR PLAN



UNIT A CLUSTER / FIRST FLOOR PLAN

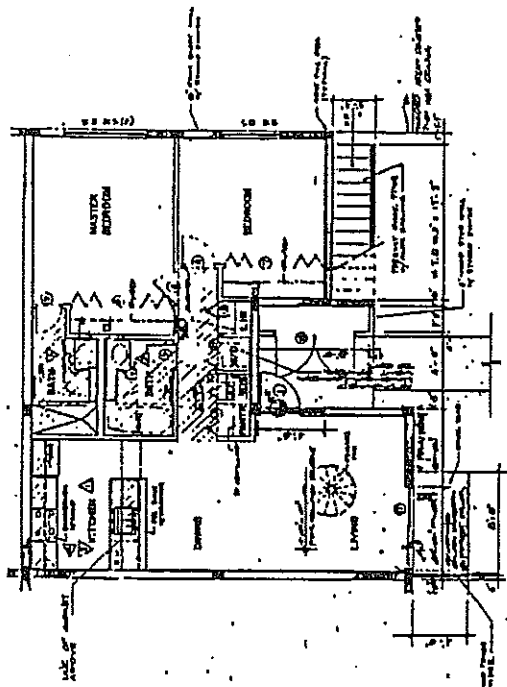
**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**
 HYPOLUXO, PALM BEACH COUNTY, FLORIDA
 EXHIBIT B, SHEET 2 OF 7, DECEMBER 20, 1988
 UNIT A BUILDING PLAN

Post, Buckley, Schuh & Jemigan, Inc.
 ENGINEERS, ARCHITECTS and PLANNERS

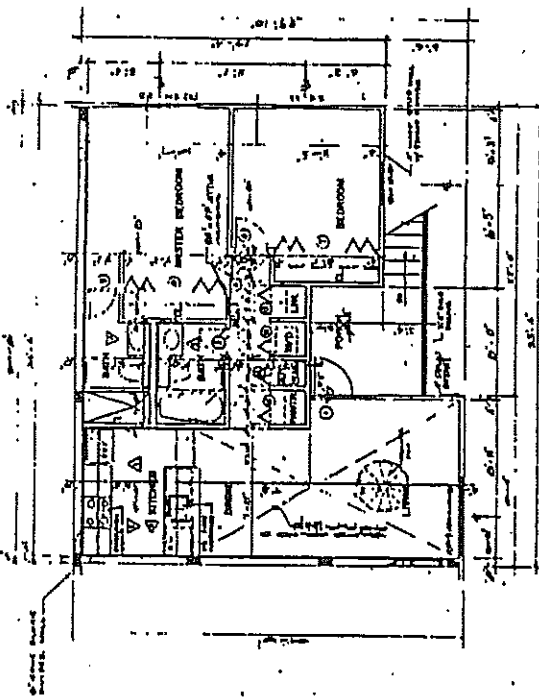
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 of Writing, Typing or Printing
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 when received

NO.	DATE	REVISIONS

RECORDED MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"



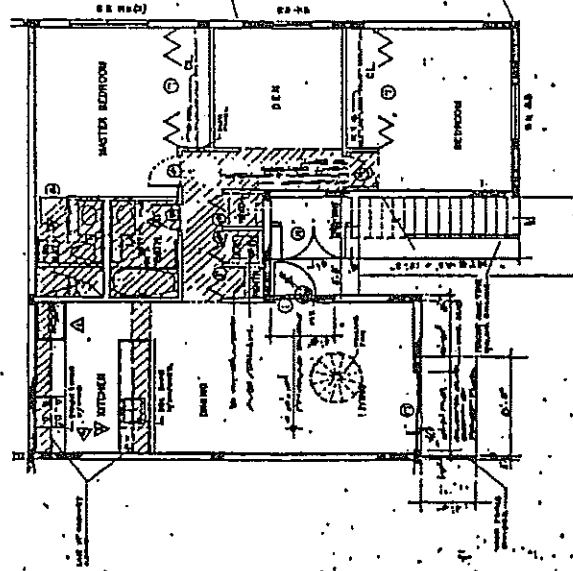
SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM
HYPOLUXO, PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 7 OF 17
UNIT A
J. L. POST, ARCHITECT, INC.
1001 N.W. 11th Street, Fort Lauderdale, Florida 33304
DECEMBER 20, 1988
FLOOR PLAN

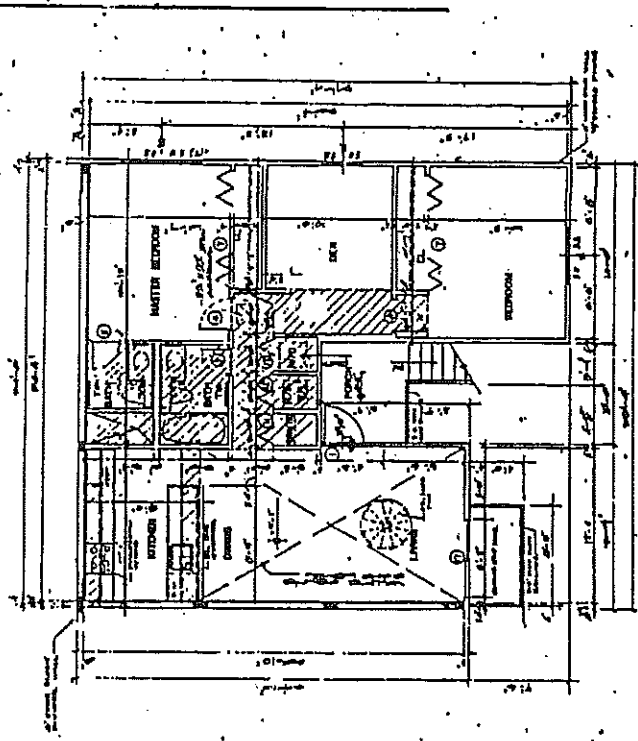
Post, Buckley, Schuh & Jernigan, Inc.
ENGINEERS, ARCHITECTS and PLANNERS

NO.	REVISION	DATE

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FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

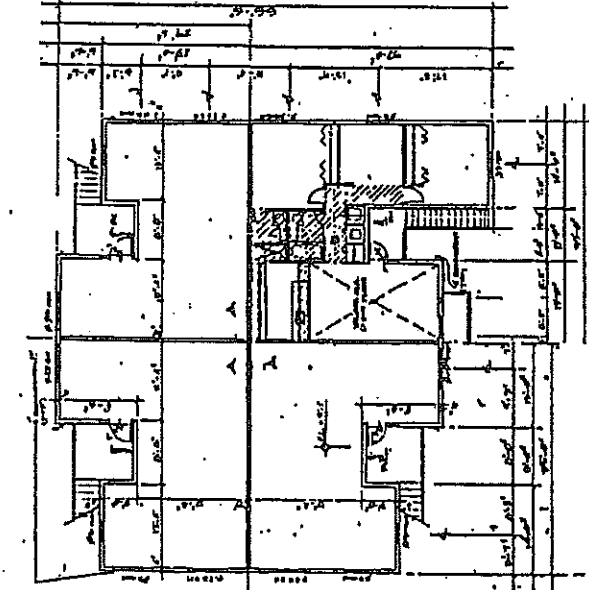


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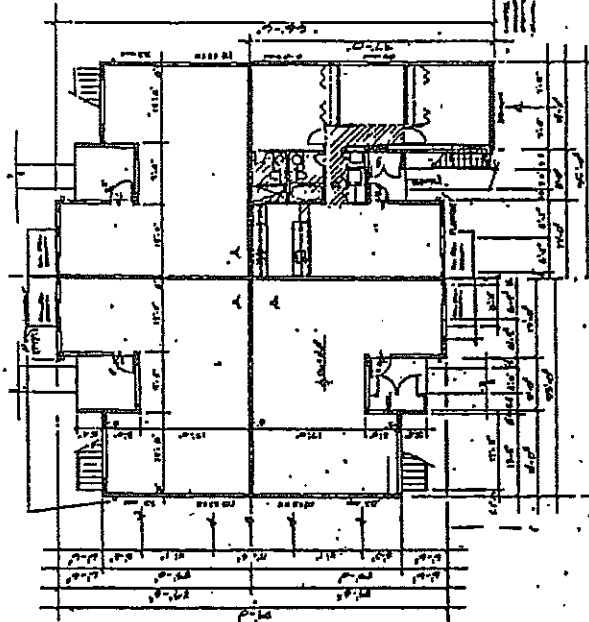
**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**
HYPOLUXO PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 9 OF 17 DECEMBER 2018B
UNIT B

Post, Buckley, Schuh & Jernigan, Inc.
ENGINEERS, ARCHITECTS AND PLANNERS

DATE	12/18/18
BY	...
CHECKED	...
SCALE	1/8" = 1'-0"



UNIT B AND
UNIT A CLUSTER / SECOND FLOOR PLAN



UNIT B AND
UNIT A CLUSTER / FIRST FLOOR PLAN

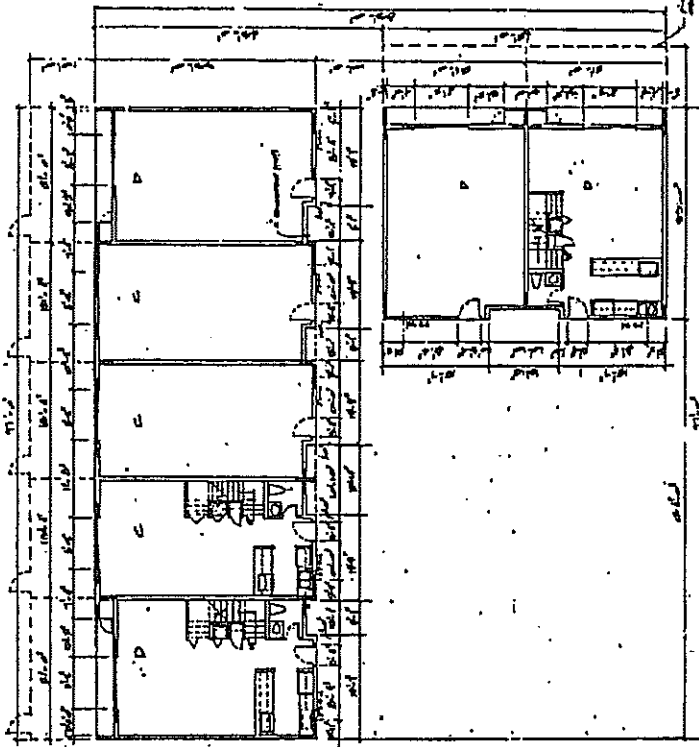
WATERSIDE VILLAGE OF PALM BEACH,
 A CONDOMINIUM
 HYPOLLUXO, PALM BEACH COUNTY, FLORIDA
 EXHIBIT B, SHEET 29A OF 29, DECEMBER 20, 1988
 UNIT A & UNIT B BUILDING PLAN

SD-154Z

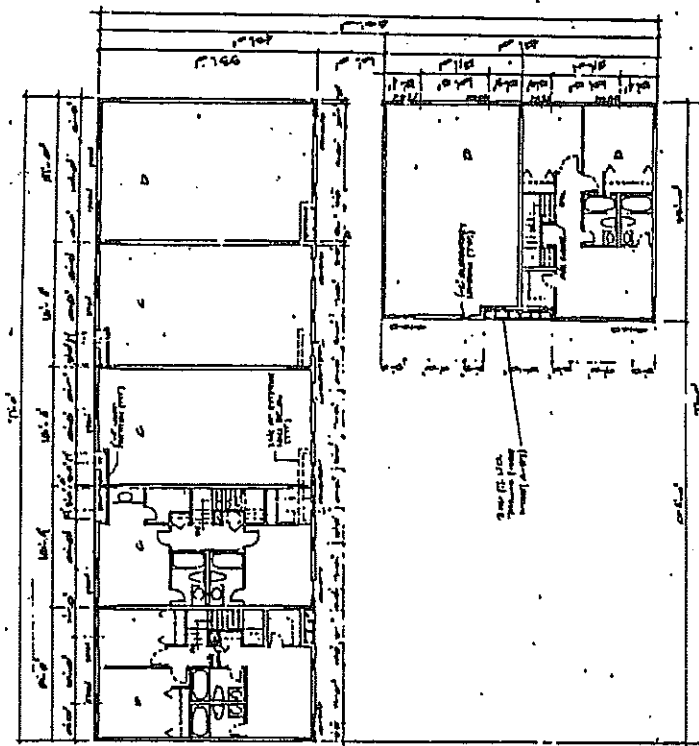
Post, Buckley, Schuh & Jernigan, Inc.
 ENGINEERS, ARCHITECTS AND PLANNERS

RECORDED'S MEMO: Legibility
 of Writing, Typing or Printing
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 when received.

RECORDED MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when recorded.



FIRST FLOOR BUILDING PLAN



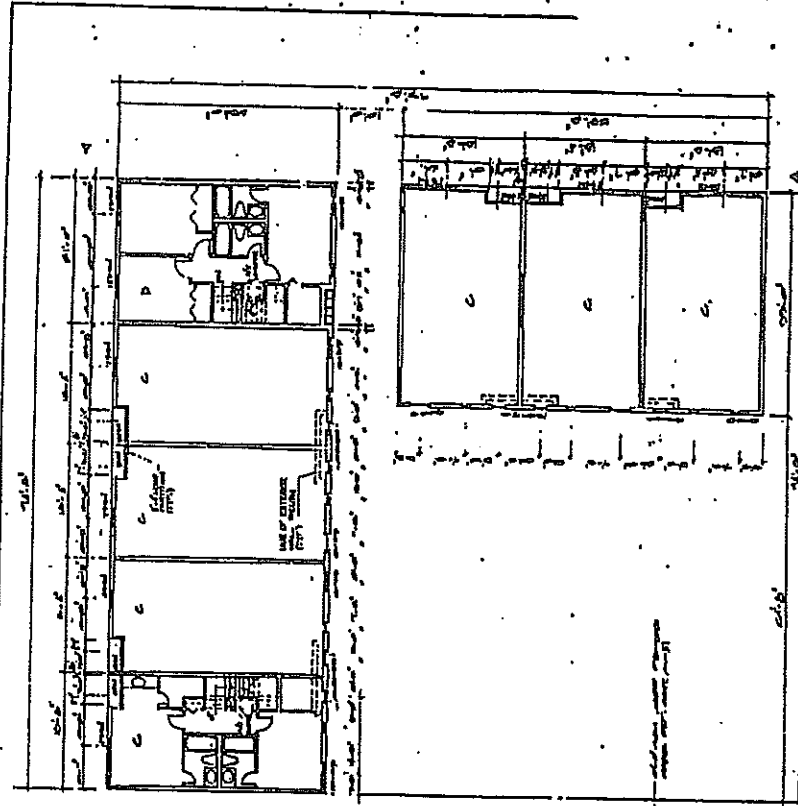
SECOND FLOOR BUILDING PLAN

WATERSIDE VILLAGE OF PALM BEACH
A CONDOMINIUM

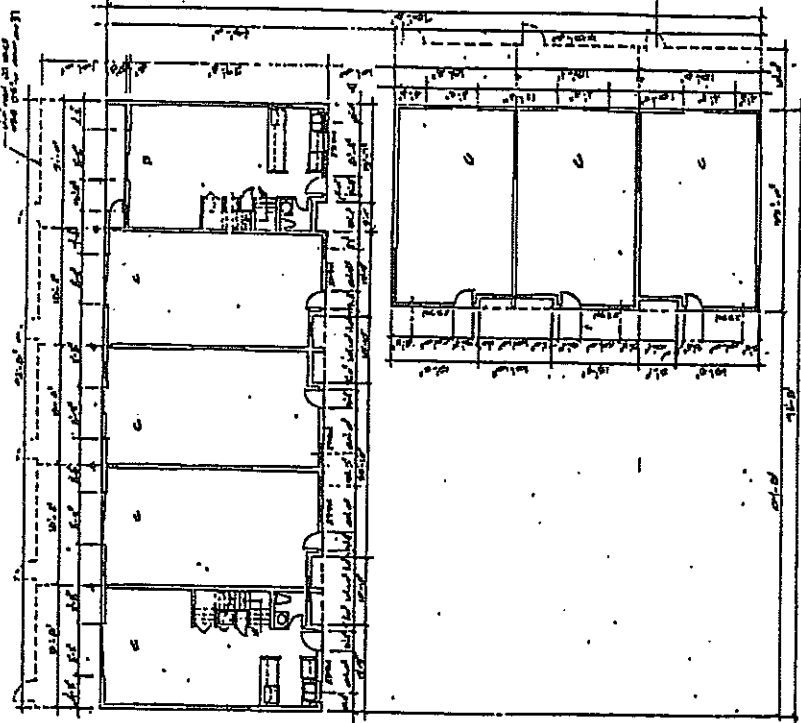
HYPOLUXO PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET D OF 17
UNIT C - D

Post, Buckley, Schuh & Jernigan, Inc.
ENGINEERS, ARCHITECTS and PLANNERS

#5-15-22



SECOND FLOOR BUILDING PLAN



FIRST FLOOR BUILDING PLAN

**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**

HYPOLUXO, PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 11 OF 17
DECEMBER 20, 1988

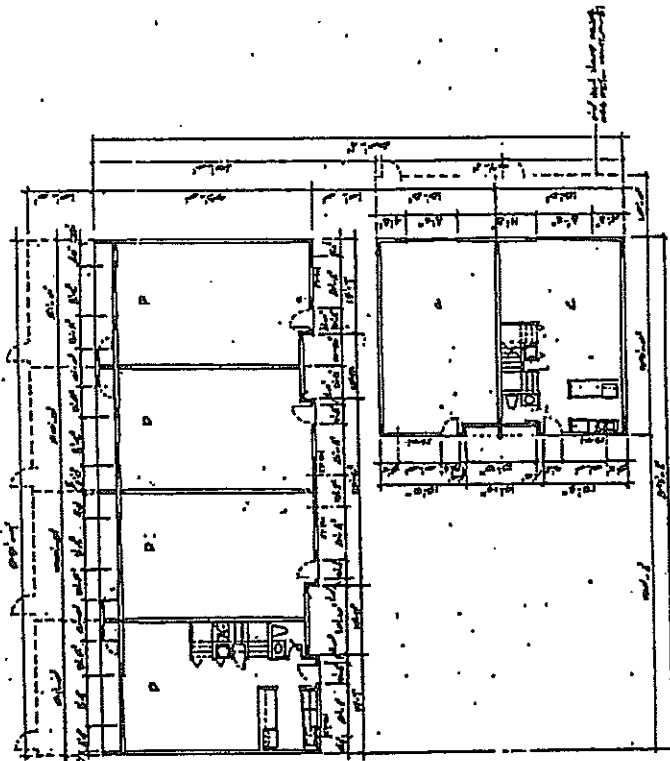
UNIT C-D

Post, Buckley, Schuh & Jernigan, Inc.
ENGINEERS, ARCHITECTS AND PLANNERS

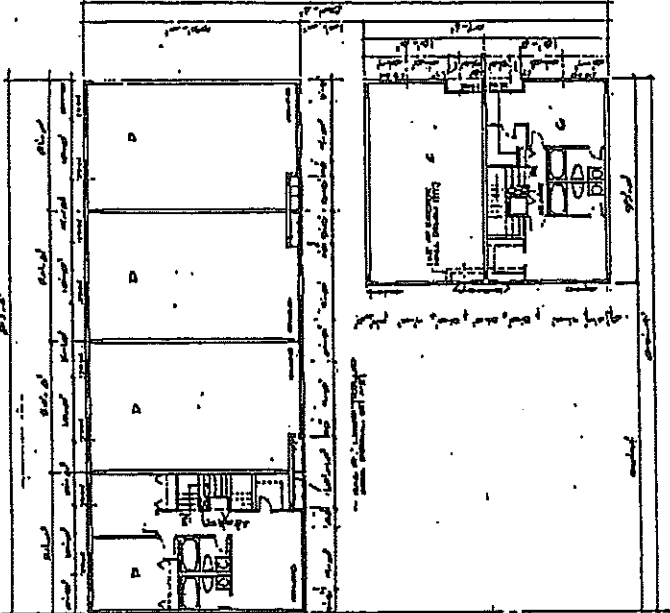
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88-152

RECORDED'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



FIRST FLOOR BUILDING PLAN

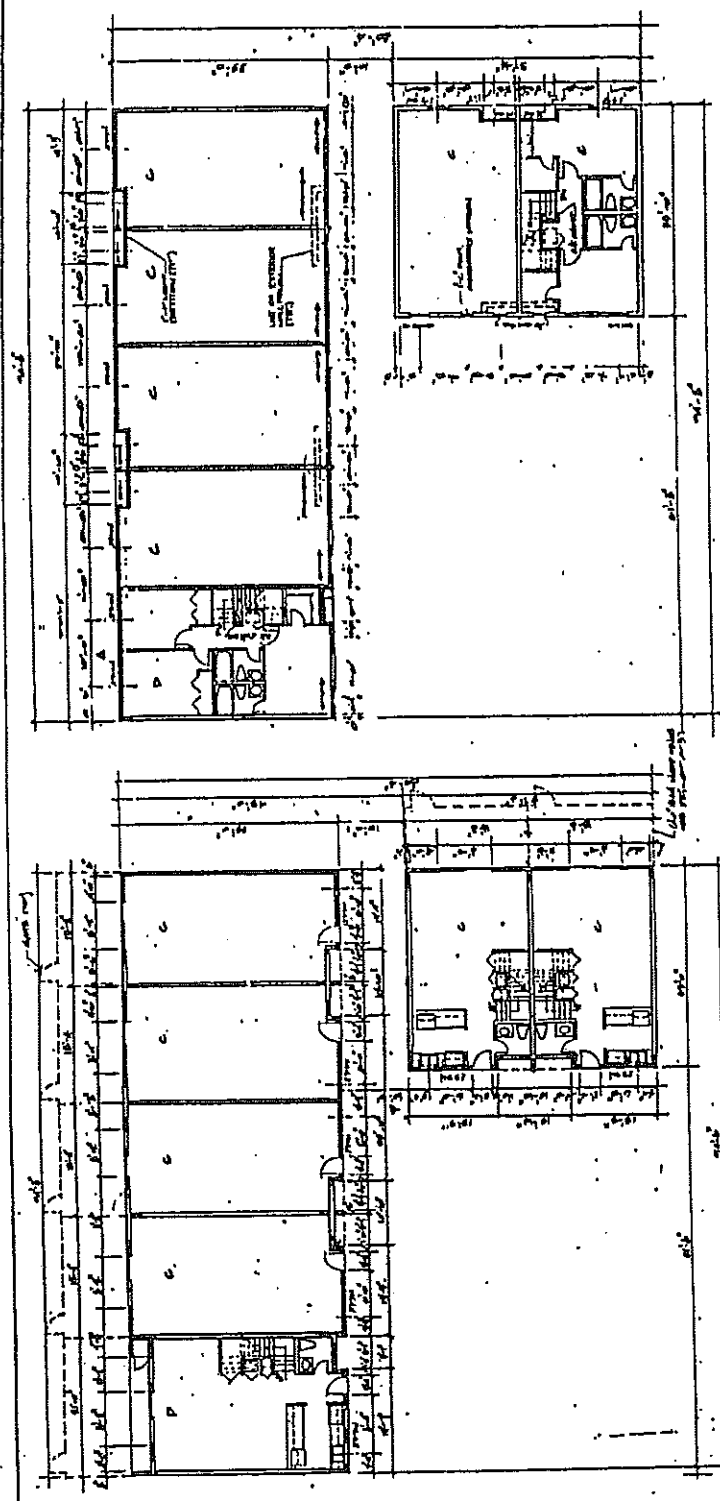


SECOND FLOOR BUILDING PLAN

WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM
HYPOLUXO, PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET B OF 17
DECEMBER 20, 1988
UNIT C-D

Post, Buckley, Schuh & Jernigan, Inc.
ENGINEERS, ARCHITECTS AND PLANNERS

25-1511



SECOND FLOOR BUILDING PLAN
SCALE 1/8" = 1'-0"

FIRST FLOOR BUILDING PLAN
SCALE 1/8" = 1'-0"

**WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM**

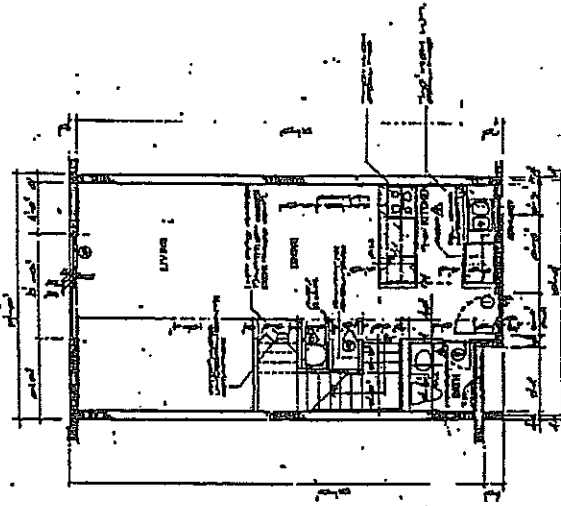
HYPOLUXO, PALM BEACH COUNTY, FLORIDA
 EXHIBIT B SHEET 14 OF 17
 DECEMBER 20, 1988
 BUILDING PLAN

Post, Buckley, Schuh & Jemigan, Inc.
 ENGINEERS, ARCHITECTS AND PLANNERS

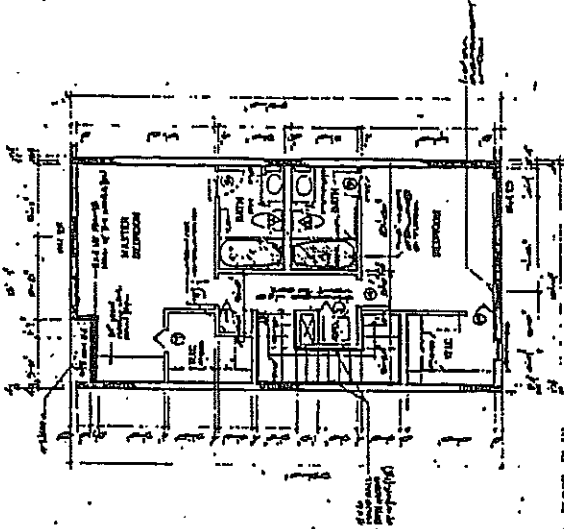
DS-5642

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"

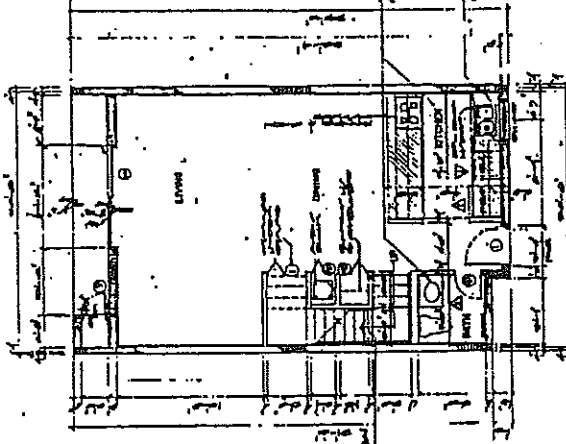
WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM

HYPOLUXO PALM BEACH COUNTY, FLORIDA
EX-HIBIT B SHEET 19 OF 17 DECEMBER 20, 1988
UNIT C
DESIGNED BY: **Post, Buckley, Schuh & Jernigan, Inc.**
100 S.W. 10th Street, Suite 1110, Fort Lauderdale, Florida 33301
REGISTERED PROFESSIONAL ARCHITECTS

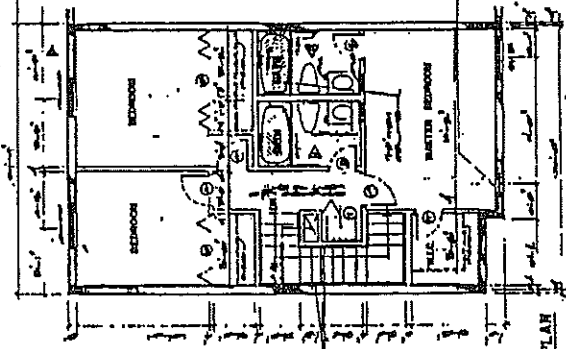
Post, Buckley, Schuh & Jernigan, Inc.
ENGINEERS, ARCHITECTS and PLANNERS

DD-1542

RECORDED MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



FIRST FLOOR PLAN



SECOND FLOOR PLAN

WATERSIDE VILLAGE OF PALM BEACH,
A CONDOMINIUM
HYPOLEXO, PALM BEACH COUNTY, FLORIDA
EXHIBIT B SHEET 16 OF 17 DECEMBER 21, 1988
UNIT 2

Post, Buckley, Schuh & Jernigan, Inc.
ENGINEERS, ARCHITECTS AND PLANNERS

DATE	DESCRIPTION	BY	APP'D
12/21/88	FINAL PLAN		

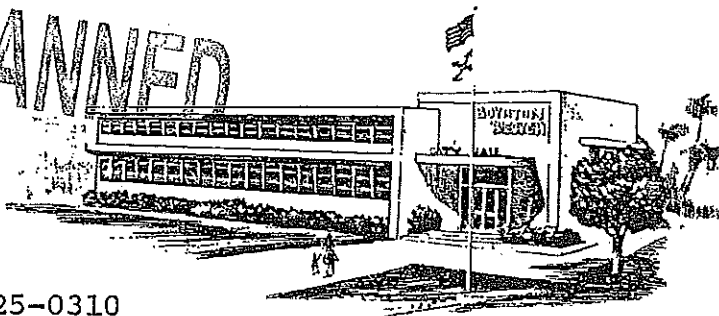
05-1542

Attachment 1:

Parcel of land to the south of the development acquired from the Town of Hypoluxo on
December 14, 1989.

CITY of
BOYNTON BEACH

SCANNED



120 E. Boynton Beach Blvd.
P. O. Box 310
Boynton Beach, Florida 33425-0310
(305)734-8111

RECEIVED

MAR 20 1987

TOWN OF HYPOLUXO

March 18, 1987

Honorable Al Merion
Mayor
Town of Hypoluxo
7010 South U.S. Highway 1
Hypoluxo, FL 33462

Handwritten initials, possibly "DM", enclosed in a hand-drawn circle.

Dear Mr. Merion:

Attached is a copy of the Warranty Deed whereby the City of Boynton Beach has granted to the Town of Hypoluxo the north 50 feet of the 100 foot right-of-way for Northeast 26th Avenue lying east of Northeast 4th Street and in the Town Corporate Limits.

The deed was officially approved by the Boynton Beach City Council on February 3, 1987. It has been filed with and verified by the Clerk of the Circuit Court, John B. Dunkle. Therefore, the title of the above parcel of land now belongs to the Town of Hypoluxo.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

CITY OF BOYNTON BEACH

Handwritten signature of Peter L. Cheney in cursive script.

Peter L. Cheney
City Manager

PLC:jc

Attachment

cc: Raymond Rea, City Attorney
Betty Boroni, City Clerk

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of February, 1987, A.D. between THE CITY OF BOYNTON BEACH, a political subdivision of the State of Florida and having its principal place of business at 120 East Boynton Beach Boulevard, Boynton Beach, Florida 33425, hereinafter called the grantor, to the TOWN OF HYPOLUXO, a political subdivision of the State of Florida, hereinafter called the grantee.

WITNESSETH: That the grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Palm Beach County, Florida, to-wit:

A parcel of land being in Section 15, Township 45 South, Range 43 East; being more particularly described as follows: The South 50 feet of that portion of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of said Section 15 lying west of the Florida East Coast Railway right-of-way, less the west 80 feet thereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

Documentary Tax Pd \$ 1.50
Intangible Tax Pd.
Clerk, Palm Beach County, Florida
John A. ...

This Instrument Prepared by:
RAYMOND A. REA, ESQUIRE
City Attorney

Return to:
Office of the City Clerk
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425

061269

1987 MAR -3 AM 11:12

10.60
9.59

051-2 P0248

RESOLUTION NO. 87- G

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A CERTAIN WARRANTY DEED CONVEYING PROPERTY TO THE TOWN OF HYPOLUXO, A COPY OF SAID DEED BEING ATTACHED HERETO AS EXHIBIT 1; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Boynton Beach, Florida, that:

Section 1: The Mayor and City Clerk are hereby authorized and directed to execute that certain Warranty Deed conveying certain property to the TOWN OF HYPOLUXO, a copy of which is attached hereto as Exhibit 1.

Section 2: This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 3rd day of February 1987.

CITY OF BOYNTON BEACH, FLORIDA

Mark Casandra
Mayor

Carl Zimmerman
Vice Mayor

Lyell Hestep
Council Member

Mr. L. Zilli
Council Member

Ralph Washburn
Council Member

ATTEST:

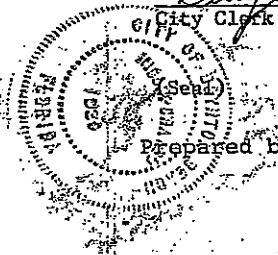
Betty S. Brown
City Clerk

Prepared by Raymond A. Rea
City Attorney
Boynton Beach, FL

Return to:
Office of City Clerk
City of Boynton Beach
Boynton Beach, FL

8519 R0245

3.60



IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Ann M. Agolis

Linda C. Warlick

by: Nick Cassandra
Mayor

Attest: Betty J. Boroni
City Clerk

(Official Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nicholas Cassandra, well known to me to be the Mayor of the City of Boynton Beach, Florida and Betty Boroni, well known to me to be the City Clerk of said City, and they are named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in them by said City and the seal affixed thereto is the true official seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of FEBRUARY, 1987.

Suzanne H. Kuse
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 2, 1989
Bonded By American Fire & Casualty Company

(Notarial Seal)

PUBLIC

851 1 80249

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

QUIT-CLAIM DEED

RAMCO FORI

Con 10.00 Doc
JOHN B. DUNKLE, CLERK - PB COUNTY, FL .55

This Quit-Claim Deed, Executed this 14th day of December, A. D. 1989, by

TOWN OF HYPOLUXO, a Town incorporated in the State of Florida

first party, to

WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM ASSOCIATION, INC.

whose postoffice address is,

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10,000 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, place or parcel of land, situate, lying and being in the County of Palm Beach State of Florida to-wit:

A parcel of land being in Section 15, Township 45 South, Range 43 East; being more particularly described as follows: The South 50 feet of that portion of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of said Section 15 lying west of the Florida East Coast Railway right-of-way, less the west 80 feet thereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS, COVENANTS, RESTRICTIONS AND OTHER MATTERS OF RECORD.

To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of: TOWN OF HYPOLUXO

By: *Charles A. Keeg* [Signature] [Seal]

STATE OF FLORIDA,
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

TOWN OF HYPOLUXO, a Town incorporated in the State of Florida to me known to be the person described in and who executed the foregoing instrument and it acknowledged before me that it executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A. D. 1989.

Barbara Lee Smith [Signature]
Notary Public

My commission expires:

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

Notary Public, State of Florida
My Commission Expires May 3, 1991
Signed True Truly file - business fee

RETURN TO:

This instrument prepared by: Charles A. Keeg, Esquire
Address 5355 Town Center Road, Suite 302
Boca Raton, Florida 33486

700 Waterside Dr.
Orlando, Address Furnished by post, 12/10, 71, 53463

March 1990

SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM ASSOCIATION, INC.

A Special Meeting of the Board of Directors of WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM ASSOCIATION, INC. was held at the offices of Woods, Oviatt, Gilman, Sturman & Clarke, 5355 Town Center Road, Suite 302, Boca Raton, Florida on March 8, 1990 at 10:00 a.m. There was present at said meeting Gary Longchamp, President and Director of the Association, Jean Louis Pomerleau, Secretary, Treasurer and Director of the Association and Charles A. Heeg, Director of the Association.

After the meeting was duly called to order by Gary Longchamp the following Resolution was offered by Charles A. Heeg:

Be it resolved that WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM ASSOCIATION, INC. shall maintain the two median strips on Federal Highway which are located within the following described parcel of land located within the town of Hypoluxo, County of Palm Beach, State of Florida, to-wit:

A parcel of land being in Section 15, Township.45 South, Range 43 East; being more particularly described as follows: The South 50 feet of that portion of the Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of said Section 15 lying west of the Florida East Coast Railway right-of-way, less the west 80 feet thereof.

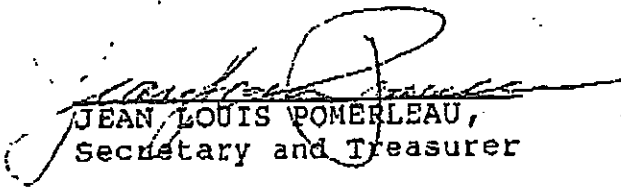
The said Resolution was seconded by Jean Louis Pomerleau.

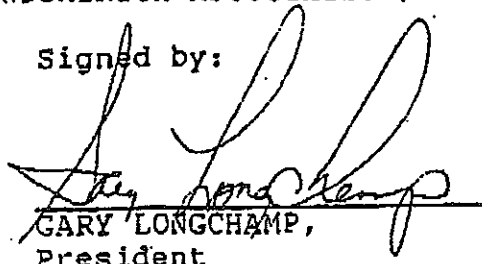
Gary Longchamp as President and Director then called for a vote on the said Resolution and the same was unanimously approved by a vote of Gary Longchamp, yes, Jean Louis Pomerleau, yes and Charles A. Heeg, yes. There was no opposition to the said Resolution.

Therefore the said Resolution was duly adopted by WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM ASSOCIATION, INC.

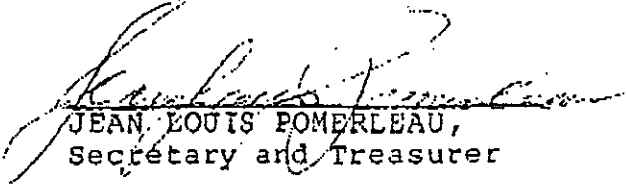
Attested to by:

Signed by:


JEAN LOUIS POMERLEAU,
Secretary and Treasurer


GARY LONGCHAMP,
President

This is a true and accurate statement of the Resolution adopted by all of the members of the Board of Directors of WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM ASSOCIATION, INC. at a Special Meeting held at Woods, Oviatt, Gilman, Sturman & Clarke on March 8, 1990 at 10:00 a.m.


JEAN LOUIS POMERLEAU,
Secretary and Treasurer

QUIT CLAIM DEED

RAMCO FORM 8

This Quit-Claim Deed, Executed this 14th day of December, A.D. 1989 by

TOWN OF HYFOLUXO, a Town incorporated in the State of Florida

first party, to

WATERSIDE VILLAGE OF PALM BEACH, A CONDOMINIUM ASSOCIATION, INC.

whose postoffice address is

second party.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10,00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida to-wit:

A parcel of land being in Section 15, Township 45 South, Range 43 East; being more particularly described as follows: The South 50 feet of that portion of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of said Section 15 lying west of the Florida East Coast Railway right-of-way, less the west 80 feet thereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS, COVENANTS, RESTRICTIONS AND OTHER MATTERS OF RECORD.

COPY

To Have and to belong or in anywise soever of the said first second party forever

In Wit

first above Signed,

to before

Notary Public Seal

This instrument prepared by

Attachment 2:

Parcel of land to the South of Miner Road, enclaved in the development, acquired from the Town of Hypoluxo on June 20, 2012.

This instrument was prepared by:
MARTY PLATTS, ESQUIRE
BECKER & POLIAKOFF, P.A.
625 North Flagler Drive, 7th Floor
West Palm Beach, Florida 33401



FILE-NUM 20120404173 OR BOOK PAGE 255181M034 DATE: 10/02/2012 15:36:11 Pgs 1034 - 1035 (5pgs)
Sharon R. Bask, CLERK & COMPTROLLER

**CERTIFICATE OF RECORDATION OF AMENDMENT
TO PLANNED UNIT DEVELOPMENT AGREEMENT**

WHEREAS, the Declaration of Condominium of Waterside Village of Palm Beach, A Condominium (the "Declaration") was duly recorded in Official Records Book 6009 at Page 1590 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Waterside Village of Palm Beach Condominium Association, Inc. (the "Association") is the entity responsible for the operation of Waterside Village, a Condominium; and

WHEREAS, the September 12, 1991 Planned Unit Development Agreement ("PUD ") was amended, approved and executed by the Association and the Town of Hypoluxo on June 20, 2012.

NOW, THEREFORE, the undersigned hereby certifies that the Amendment to the PUD Agreement attached hereto as Exhibit "A" is a true and correct copy (with exhibits) of the amended PUD Agreement as approved by the Association and the Town of Hypoluxo.

WITNESS my signature hereto this 30 day of August, 2012, at Hypoluxo, Palm Beach County, Florida.

WITNESSES:

**Waterside Village of Palm Beach
Condominium Association, Inc.**

By: Andre Mongrain
Andre Mongrain, President

Stacey E. Casey
Signed Name

Stacey E. Casey
Print Name

Daniel Harvey
Signed Name

DANIEL HARVEY
Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30 day of August, 2012, by Andre Mongrain as President of Waterside Village of Palm Beach Condominium Association, Inc., Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced () as identification.

My Commission expires:

Elissa L Crawford (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

NOTARY PUBLIC-STATE OF FLORIDA
Elissa L. Crawford
Commission # EE024117
Expires: SEP. 11, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AMENDMENT to Planned Unit Development Agreement is made and entered into this 20th day of June, 2012 by and between Waterside Village of Palm Beach Condominium Association, Inc. ("Association") and the Town of Hypoluxo ("Town").

WHEREAS, on September 12, 1991, the Town entered into a Planned Unit Development Agreement ("PUD Agreement") with P.L.P. Development ("Developer"), the owner of real property commonly known as Waterside Village; and

WHEREAS, the PUD Agreement approved the final site plan for Waterside Village as set forth in the updated Sketch and Survey prepared by J.J. Gibson and Associates, Inc. and approved by the Town on July 17, 1991; and

WHEREAS, pursuant to Sections 28-48(e)(2) and 28-207(d) of the Town Code of Ordinances, the Association, as the successor in interest to Developer, filed an application to amend the final site plan for Waterside Village to include two additional parcels of property totaling .44 acres ("Additional Property") within the Waterside Village Planned Unit Development; and

WHEREAS, the Additional Property shall be used to provide additional recreational open space to the residents of Waterside Village; and

WHEREAS, the Town and the Association wish to amend the final site plan for the Waterside Village Planned Unit Development to include the Additional Property in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the PUD Agreement and this Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are ratified and incorporated herein by reference.
2. The Town hereby approves an amendment to the Waterside Village Planned Unit Development to include the Additional Property described in Exhibit "A" attached hereto and incorporated herein by reference.
2. The Association shall construct all improvements to the Additional Property in accordance with the Site Plan Amendment dated April 17, 2012, last revised on June 12, 2012, prepared by Cotleur & Hearing and consisting of one (1) page.
3. The use of the Additional Property shall be limited to open space and passive recreational amenities as depicted on the Site Plan Amendment.

4. Section 8 of the PUD Agreement, "Commencement and Completion of Construction, is hereby deleted. All other provision of the PUD Agreement, to the extent not expressly modified in this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and the Association have executed this Amendment to Planned Unit Development Agreement as of the date first written above.

[Town Seal]

Town of Hypoluxo,
a Florida municipal corporation

By: *Kenneth Schultz*
Kenneth Schultz, Mayor

Attest:

Barbara Lee Searls
Barbara Lee Searls, Town Clerk

[Corporate Seal]

Waterside Village of Palm Beach
Condominium Association, Inc.
a Florida not for profit corporation

By: *Andrie C. Monerain*
Name: *ANDRIE C. MONERAIN*
Title: *PRESIDENT AND TREASURER*

Attest:

Stephane Lamarche
Name: *STEPHANE LAMARCHE*
Title: *Secretary*

JHI

Jeff H. Iravani, Inc.

Consulting Engineers

1934 Commerce Lane, Suite 5 Jupiter, FL 33458

Tel: (561) 575-6030 Fax: (561) 575-6088

JHI@bellsouth.net

**Drainage Statement
For
Waterside Village PUD**

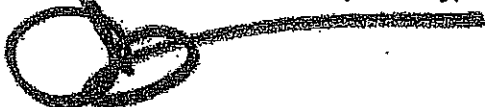
Waterside Village is an existing 27.8 ac residential development located on the southwest corner of US-1 and Miner Road. The site is in Town of Hypoluxo. The development was permitted per South Florida Water Management District Permit #50-01106-S issued 05-21-1985. See Exhibit-A.

The existing drainage system consists of inlets at the low point of the parking area with storm sewers carrying the runoff to the 2.15 ac dry retention area.

It is proposed to add the two adjacent parcels along Miner road with total areas of 0.44 ac as recreational area. The existing residential building with impervious area of 0.04 ac is to be demolished and a pedestrian path with impervious area of 0.03 ac is to be constructed.

No additional treatment or storage shall be required since the proposed impervious area is less than existing.

Certified On This 10th day of May, 2012



Jeff H. Iravani, P.E.

Florida Registration #33155

COA # 6986

Attachment 3:

Four (4) parcels of land to the North of Miner Road, acquired from Mark C. Albright on May 14, 2015.

THIS INSTRUMENT PREPARED BY AND
RECORD AND RETURN TO:
Isabelle STD@ Cambridge Title, Inc.
Incident to the Issuance of Title Insurance
1100 S. Powerline Road, Suite 217
Deerfield Beach, FL 33442
(954) 420-5225
Grantee's SS No.:
File No: CAM-007819/WATERSIDE

Tax Folio No.: 00-43-45-10-07-000-1010;
00-43-45-10-07-000-1020;
00-43-45-10-07-000-1490;
00-43-45-10-07-000-1500

CFM 20140180087
DR BK 26794 PG 1942
RECORDED 03/16/2014 08:35:30
Palm Beach County, Florida
AMT 124,000.00
Doc Stamp 868.00
Sharon R. Bock, CLERK & CONTROLLER
Pgs 1942 - 1943; (2pgs)

WARRANTY DEED

THIS INDENTURE, made this 6th day of MAY, 2014, between Mark C. Albright, a single man, as Grantor, and WATERSIDE VILLAGE OF PALM BEACH, CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, whose post office address is 132 Waterside Drive, Hypoluxo, FL 33462, as Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties, singular or plural, to this instrument and their heirs, legal representatives and assigns of individuals, and successors and or assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to him/her in hand paid by Grantees, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantees and the Grantees' heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

PARCEL 1: Lot 101, TROPICAL TERRACE, according to the Plat thereof, as recorded in Plat Book 22, Page 58, of the Public Records of Palm Beach County, Florida.

PARCEL 2: Lot 102 and the West 15 feet of Lot 149, TROPICAL TERRACE, according to the Plat thereof, as recorded in Plat Book 22, Page 58, of the Public Records of Palm Beach County, Florida.

PARCEL 3: Lot 149, LESS the West 15 feet thereof, TROPICAL TERRACE, according to the Plat thereof, as recorded in Plat Book 22, Page 58, of the Public Records of Palm Beach County, Florida.

PARCEL 4: Lot 150, TROPICAL TERRACE, according to the Plat thereof, as recorded in Plat Book 22, Page 58, of the Public Records of Palm Beach County, Florida.

This conveyance is made subject only to the following, without re-imposing same:

1. Real estate taxes for the year 2014 and subsequent years.
2. Zoning ordinances, conditions, restrictions, limitations, and easements of record; and
3. Any recorded Declaration of Condominium, Declaration of Restrictions, Long Term Lease Agreements, including but not limited to those contained in the legal description above, which grantee assumes responsibility for and agrees to make payments (if any) toward.

Grantor hereby covenants with Grantees that he/she is lawfully seized of such land in fee simple, that he/she has good right and lawful authority to sell and convey same; and he/she hereby fully warrants the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

NOTE: THE GRANTOR NAMED HEREIN HEREBY SWEARS THAT THE PROPERTY BEING CONVEYED IS NOT NOW NOR HAS IT EVER BEEN HIS/HER HOMESTEAD PROPERTY. IN FACT, THE GRANTOR'S HOMESTEAD ADDRESS IS:

162 Neptune Drive, Hypoluxo, FL 33462

Signed, sealed and delivered in the presence of:

Brand Perno
Signature of First Witness

[Signature]
Mark C. Albright

Brand Perno
Printed Name of First Witness

Whose Address is:
162 Neptune Drive
Hypoluxo, FL 33462

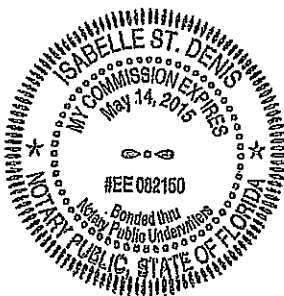
[Signature]
Signature of Second Witness

ISABELLE St. DENIS
Printed Name of Second Witness

COUNTRY/STATE OF FLORIDA }
PROVINCE/COUNTY OF BROWARD }

I hereby certify that on this 6th day of MAY, 2014, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Mark C. Albright, a single man, who is known to me to be the person described in and who executed the foregoing instrument, who is personally known to me, or ✓ who has produced his/her Driver's License and/or Passport as identification, and who took an oath.

Witness my hand and official seal this date in the County/Province and in the State/Country last aforesaid.



[Signature]
Signature of Notary Public

ISABELLE St. DENIS
Typed, Stamped, Printed Name of Notary Public

(SEAL)

Commission Expires: 05/14/15