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This instrument prepared by:  
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251 Royal Palm Way  
Palm Beach, Florida 33480

DECLARATION OF CONDOMINIUM  
OF  
ABBEY PARK GARDENS I  
A Condominium

THIS DECLARATION, made this 17 day of OCTOBER, 1983,  
by SHELTER ENTERPRISES, INC., a Florida corporation, herein called  
"Developer", for itself, its successors, grantees and assigns.

WHEREIN, The Developer makes the following declarations:

ARTICLE I

INTRODUCTION AND PURPOSE

A. PURPOSE. The purpose of this Declaration is to submit  
the lands described in this instrument and improvements on such lands  
to the condominium form of ownership and use in the manner provided in  
Chapter 718, Florida Statutes (hereinafter referred to as the "Condo-  
minium Act").

B. NAME AND ADDRESS. The name by which this condominium  
is to be identified is ABBEY PARK GARDENS I, a Condominium, and its  
address is 1750 Abbey Road, West Palm Beach, Florida 33408.

C. THE LANDS. The lands owned by Developer in fee simple,  
which by this instrument are submitted to the condominium form of own-  
ership, are more particularly described on Exhibit "A" attached hereto  
and by reference made a part hereof.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its Exhibits shall  
have the meanings stated in Section 718.103, Florida Statutes as  
follows, unless the context otherwise requires:

A. "ASSESSMENT" means share of the funds received for the payment of Common Expenses which, from time to time, are assessed against the Unit Owner.

B. "ASSOCIATION" means ABBEY PARK GARDENS I CONDOMINIUM ASSOCIATION, INC., which entity shall be responsible for the operation of this Condominium.

C. "BOARD OF ADMINISTRATION" means Board of Directors or other representative body responsible for the administration of the Association.

D. "BY-LAWS" means the By-Laws of the Association as said By-Laws exist from time to time.

E. "COMMON ELEMENTS" means those items stated in the Condominium Act, and all those areas of "the land" and improvements not included in the Units. Common Elements does not include any personal property used in common by Unit Owners, all of which shall be owned or leased by the Association or on loan to the Association. Common Elements shall also include the following:

- (1) The land upon which the improvements described herein are located and any other land included in the Condominium Property, whether or not contiguous.
- (2) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the Common Elements.
- (3) An easement of support in every portion of a Unit which contributes to the support of the improvements.
- (4) Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

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(5) The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.

F. "COMMON EXPENSES" means all expenses for which Unit Owners are liable to the Association as specified in Article VII (B) of this Declaration.

G. "COMMON SURPLUS" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

H. "CONDOMINIUM" means that form of ownership of real property which is comprised of Units that may be owned by one or more owners, and there is appurtenant to each Unit as a part thereof an undivided share in the Common Elements. As used herein, the words "the Condominium" refer to ABBEY PARK GARDENS I, a Condominium.

I. "CONDOMINIUM BUILDING" refers specifically to the building shown on the drawings attached hereto as Exhibit "A".

J. "CONDOMINIUM PARCEL" means a Unit as herein defined. Each Condominium Parcel is deemed a separate parcel of real property, the ownership of which is in fee simple. There shall pass with each unit as appurtenances thereto:

- (1) An undivided share in the Common Elements.
- (2) The exclusive right to use such portion of the Common Elements as may be provided by this Declaration.
- (3) An exclusive easement for the use of the air space occupied by a Unit as it exists at any particular time and as a Unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (4) An undivided share in the Common Surplus.

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(5) Such other appurtenances as may be provided herein or by law.

The owner of a Unit is entitled to the exclusive possession of such Unit. The owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units.

K. "CONDOMINIUM PROPERTY" means and includes the lands that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

L. "DECLARATION" OR "DECLARATION OF CONDOMINIUM" means this document and all exhibits attached hereto which exhibits are, by this reference, made a part hereof, as same may from time to time be amended.

M. "LIMITED COMMON ELEMENTS" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, if any, as may be specified in this Declaration.

N. "MANAGER" refers to any person, corporation, organization or partnership which may contract with the Association to manage and maintain the Condominium, according to a management agreement, except that the Manager shall not, at any time, be deemed to have any authority, privilege or power which the Association may not under this Declaration or the Condominium Act delegate to the Manager.

O. "MORTGAGEE OF RECORD" means any life insurance company; federal, national or state bank or savings and loan association; union pension fund; real estate investment trust; Massachusetts business trust authorized to do business in the State of Florida; agency of the United States government; or other generally recognized institutional lender who is the holder of any recorded first mortgage lien on the

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Condominium Property or any portion thereof, including any Unit; or any holder of a mortgage given by the Developer whether said mortgagee is a generally recognized institutional lender or private individual or other party and whether or not the lien of such mortgage is a first mortgage lien.

P. "OPERATION" OR "OPERATION OF THE CONDOMINIUM" means and includes the administration and management of the Condominium Property.

Q. "PROPERTY" means the real property described on Exhibit "A-1" attached hereto and made a part hereof upon a portion of which the Condominium is being created. The remaining portion of the Property will either become a part of the Condominium pursuant to the provisions of Article VIII hereof providing for a phase development or will be subject to separate ownership.

R. "UNIT" means a part of the Condominium Property which is to be subject to exclusive private ownership. The terms "Unit" and "Condominium Parcel" are used interchangeably in this Declaration.

S. "UNIT OWNER" OR "OWNER OF A UNIT" means the owner of a Condominium Parcel.

#### ARTICLE III

##### DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS

A. GENERAL DESCRIPTION OF IMPROVEMENTS. The Condominium consists of six (6) buildings, of two (2) stories each, containing a total of ninety-six (96) units, plus a recreation building. The Condominium also consists of parking areas, paved areas, landscaping, swimming pool and other facilities as identified on the drawings attached as Exhibit "A". The Condominium will, if additional phases are created pursuant to Article VIII consist of a greater number of buildings and units.

B. IDENTIFICATION AND DESCRIPTION OF UNITS. Building plans, floor plans, maps, surveys and/or sketches of the Condominium Property are attached as Exhibit "A" hereto and they include a graphic

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description of the improvements thereon identifying each Unit by letter, name and/or number so that no Unit bears the same designation as any other Unit. Attached as Exhibit "B" hereto is a certificate of a surveyor as required by Section 718.104, Florida Statutes stating that construction of the improvements is complete and that the material within Exhibit "A", together with the other provisions of this Declaration, describing the Condominium Property, 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.

Each Unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a Unit constitute part of the Common Elements up to the unpainted finished surface of said walls. All non-load bearing walls and partitions within a Unit shall be owned by the Unit Owner. All doors, be they glass or otherwise, which are in the perimeter walls of a Unit shall be deemed a part of the Unit up to the exterior unfinished surface thereof.

The balconies, terraces, or porches abutting Units are Limited Common Elements appurtenant to those Units to which they attach, and whose use is restricted to Units to which they are appurtenant. The boundary lines of each balcony, terrace or porch attached to a Unit are the interior vertical surfaces thereof, and the exterior unpainted finished surface of the perimeter baluster or railing abutting the balcony, terrace or porch.

Each Unit includes the undivided interests appurtenant to said Unit. Each Unit also includes all machinery, equipment, apparatus, air conditioning units, conduits, pipes, lines and wires serving only such Unit, whether same are located within or without the boundaries of such Unit, it being understood that same are owned by the Unit Owners and are not part of the Common Elements even if located within the Common Elements.

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C. REARRANGEMENT OF UNIT. The Developer reserves the right to change the interior design and arrangements of all Units, to alter the boundaries between Units, provided the Developer owns the Units so altered, and to alter the boundaries of the Common Elements or the Limited Common Elements located under roof provided the Developer owns the Units abutting the Common Elements or the Limited Common Elements where boundaries are being altered; however, no such change shall increase the number of Units or alter the boundaries of the Common Elements, except the party wall between any Units, without amendment of this Declaration in the manner set forth in this Section C of Article III. If the Developer shall make any such changes in Units owned by the Developer which require amendment of this Declaration, such changes shall be reflected by a recorded amendment to this Declaration together with an amended Exhibit "A" and surveyor's certificate attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and joined in or consented to by all Mortgagees of Record with respect to the altered Units, said joinder or consent being in recordable form, with the formalities required for a deed in the State of Florida. If more than one Unit is involved the Developer shall re-portion between the concerned Units the shares in the Common Elements or Limited Common Elements appurtenant to the concerned Units, together with reapportioning Common Expenses and Common Surplus of the concerned Units and such altered shares of Common Elements, Common Expenses, and Common Surplus shall be duly noted in the amendment of this Declaration.

D. PARKING. Two (2) automobile parking spaces shall be made available for the exclusive use of each Unit Owner who owns a two (2) bedroom Unit and one (1) automobile parking space shall be made available for the exclusive use of each Unit Owner who owns a one (1) bedroom Unit. The Developer shall assign parking spaces to each of

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the Unit Owners by a separate instrument. The assignment shall not be recorded in the public records of the County. Upon the assignment of (a) parking space(s) to a specific Unit, the Unit Owner shall have the exclusive right to the use of such reserved parking space(s) without charge therefor by the Association, it being the intention that the cost of maintenance and administration of the reserved parking space(s) shall be included as a part of the Common Expenses applicable to all Units for the purposes of assessment. Upon such assignment, the exclusive right of the owner of the Unit to which such assignment is made shall become an appurtenance to such Unit in the same manner as the undivided interest in the Common Elements appurtenant to such Unit. The remaining unassigned parking spaces shall be available for use by Unit Owners, their guests and invitees, subject to rules and regulations which may be promulgated by the Board of Administration except a portion of such parking area that may be designated exclusively for recreational vehicles, which area will be used on a first come-first served basis. The Association shall not have the right to change a parking space designation without consent of the owner of the Unit to which the parking space is appurtenant except in the event of emergencies, in which case the Association reserves and has the right to temporarily assign another specific parking space for use by such Unit Owner until the emergency abates.

#### ARTICLE IV

##### OWNERSHIP AND USE OF COMMON ELEMENTS

A. COMMON ELEMENTS. Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements, and the undivided interest, stated as percentages of such ownership in the Common Elements, is set forth on Exhibit "C" attached hereto.

The fee title to each Unit shall include both the Unit and the respective undivided interest in Common Elements appurtenant to the Unit. Said undivided interest in the Common Elements shall be deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to a Unit. Any attempt to

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separate the fee title to a Unit from the undivided interest in Common Elements appurtenant to such Unit shall be null and void. Use of the Common Elements shall be available to all Unit Owners, subject to rules and regulations promulgated by the Association and subject further to the provisions regarding parking spaces contained in Article III hereof.

The Association may designate specific storage areas and/or storage rooms for the exclusive use of particular Unit Owners, subject to regulations promulgated by the Association.

B. LIMITED COMMON ELEMENTS. Limited Common Elements shall be owned the same way Common Elements are owned, shall be transferred the same way Common Elements are and are subject to the same restriction as are Common Elements as to separation thereof from the fee simple title to a Unit. Use of Limited Common Elements is reserved exclusively for Unit Owners (and their agents, guests and invitees) to whose Units the Limited Common Elements are appurtenant, subject to rules and regulations promulgated by the Association.

#### ARTICLE V

#### VOTING RIGHTS

At any meeting of the members of the Association, one vote shall be entitled to be cast for each Unit, which vote shall not be divisible.

There shall be one (1) person with respect to each Unit, who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known as the voting member and is hereafter referred to as the voting member. If a Unit is owned by more than one individual, the owners of said Unit shall designate one of them as the voting member. If a Unit is owned by a corporation, one of its officers or employees shall be designated as the voting member. If a Unit is owned by a partnership, all of the partners by an appropriate resolution shall designate one of the partners as the voting member. If a Unit is owned by more than one trustee, all of the trustees shall

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designate one of the trustees as the voting member. The By-Laws of the Association shall govern the proceedings to follow in designating an individual as the voting member of the Unit.

The provisions of this Article V are identical to those of Article XII of the Articles of Incorporation and shall not be amended unless Article XII of the Articles of Incorporation is also amended so that there shall be no inconsistency between them.

At any meeting of the members of the Association, the votes entitled to be cast for each Unit shall be cast as a Unity and shall not be divisible.

#### ARTICLE VI

##### COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses and any Common Surplus of the Association shall be shared by and owned by the Unit Owners in the same percentage proportion as their percentage of ownership interest in the Common Elements as specified and set forth on Exhibit "C". The foregoing ratio of sharing Common Expenses and assessments and of owning Common Surplus shall remain regardless of the purchase prices of the Units, their location, their size or the number of votes each Unit is entitled to cast.

#### ARTICLE VII

##### ASSESSMENTS

The Association, through its Board of Administration, shall have the power to fix, determine, make and collect, from time to time, assessments, and special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

A. SHARE OF COMMON EXPENSES. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus as provided in Article VI and Exhibit "C" of this Declaration.

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B. COMMON EXPENSES INCLUDE. Common Expenses shall include, but not be limited to, the following expenses: expenses of administration and management; property taxes and assessments against the Condominium Property (until such time as the taxes and assessments are made against the Units, individually, and thereafter, only such taxes and/or assessments, if any, as may be assessed against the Condominium as a whole or the Common Elements, Limited Common Elements or any property owned by the Association); insurance premiums for fire, windstorm and extended coverage insurance on the Condominium Property and Condominium personal property, and public liability insurance and such other insurance as the Association shall deem necessary; legal and accounting fees; management fees; maintenance, repair and replacement expenses (but only as to the Common Elements, Limited Common Elements, and portions of Units, if any, to be maintained by the Association pursuant to this Declaration, and property owned or leased by the Association, except for emergency repairs or replacements to Units deemed necessary to protect the Common Elements and properly chargeable to the individual Condominium Unit concerned); the creation of reasonable contingency or reserve requirements for the protection of Unit Owners and the Condominium Property (e.g., reserve for replacements, operating reserve to cover deficiencies in collections); all expenses declared to be Common Expenses by this Declaration; all expenses agreed upon as Common Expenses by the Association; all other expenses declared by the Board of Administration of the Association to be Common Expenses; and all expenses for any valid charge against the Condominium as a whole.

Unit Owners will pay either directly or indirectly for all of their utility services. Telephone service will be paid for directly or on an individual Unit Owner basis. Cable television and electronic or automatic security systems, if ultimately supplied to the Condominium and available to Unit Owners, may be contracted for and paid for directly to the supplier of said service by the Unit Owners

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or may be billed directly to the Association and made a part of the Common Expenses as the Board of Administration shall determine. Electricity, water service and sewer service (storm and sanitary) charges for each Unit will be paid for directly on an individual Unit basis. Electricity, water service and sewer service (storm and sanitary) charges for the Common Areas will be a Common Expense. Gas service, if any, and trash service, will be assessed as part of the Common Expenses.

C. NONAVOIDANCE OF ASSESSMENT LIABILITY. The liability for assessments may not be avoided by either the waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit against which the assessment is made.

D. INTEREST; APPLICATION OF PAYMENTS. Assessments and installments on such assessments shall be paid on or before ten (10) Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Unit Owner shall be charged interest at the highest rate allowed by law on the unpaid assessment or installment on such assessment. Any such interest shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

E. LIEN FOR UNPAID ASSESSMENTS. The Association shall have a lien on each Unit and all tangible personal property located within said Unit for unpaid assessments, and interest thereon. Said lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees including reasonable appellate attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all costs and expenses of suit and all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be

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required to be advanced by the Association in order to preserve and protect its lien shall be payable by the Unit Owner and secured by such lien. The Board of Administration may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/ or occupant. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Upon full payment of all sums secured by the lien, the Unit Owner shall be entitled to a recordable satisfaction of lien to be recorded at the Unit Owner's expense.

F. NON-LIABILITY OF MORTGAGEE OF RECORD. Where a Mortgagee of Record, obtains title to a Unit as a result of foreclosure of its mortgage, or where a Mortgagee of Record accepts a deed to a Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Unit, or chargeable to the former Unit Owner of the Unit, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses, collectible from all the Unit Owners, including such acquirer, its successors and assigns.

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Notwithstanding the foregoing, neither a Mortgagee of Record nor the successors and assigns of a Mortgagee of Record acquiring title to a Unit as a result of foreclosure, shall, during its period of ownership, whether or not the Unit is occupied, be excused from the payment of any of the Common Expenses or prorata portion thereof coming due during the period of such ownership.

G. LIABILITY WHILE OWNER. No party who acquires an interest in a Unit, except by or through a Mortgagee of Record as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Unit Owners have been paid.

H. ASSIGNMENT OF LIEN BY ASSOCIATION. The Association acting through its Board of Administration, shall have the right to assign its claim and lien rights for the recovery of any sums due under this Declaration to the Developer, to any Unit Owner or group of Unit Owners, or to any third party.

I. LIABILITY OF DEVELOPER. Except as provided to be contrary in paragraph F above and in this paragraph I, no Unit Owner may be excused from the payment of his proportionate share of the Common Expenses unless all Units are likewise proportionately excused from such payment. Provided, however, that if Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (1) Assessment of the Developer as a Unit Owner for capital improvements;
- (2) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

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Provided, further, that the Developer shall not be liable for any portion of Common Expenses attributable to costs and expenses, including court costs and attorneys fees, incurred by the Association in any dispute between the Association and the Developer.

Provided, further, that for a period of time commencing with the recordation of this Declaration and ending December 31, 1984, during which time the Developer hereby guarantees to each Unit Owner that the assessments for the Common Elements imposed upon each Unit will not increase over the dollar amount stated in Exhibit "C" which is attached hereto, Developer is excused from its obligation to pay its share of Common Expenses on the Units owned by Developer, except that Developer hereby obligates itself to pay any amount of Common Expenses incurred during that period and not produced by the assessment at the Level guaranteed on Exhibit C hereto from the other Unit Owners.

#### ARTICLE VIII

##### PLAN OF PHASE DEVELOPMENT

A. PHASE DEVELOPMENT. The Developer is developing the Property according to a plan of development (herein called the "ABBEY PARK GARDENS PLAN") as hereinafter set forth in this Article VIII, as a phase condominium, and as otherwise provided through the provisions of Section 718.403, Florida Statutes. The Phase I portion of the Property and improvements thereon, consisting of ninety-six (96) units and described on the Phase I Survey attached hereto as Exhibit "A" constitute the first Phase ("Phase I") of the Condominium. In addition to Phase I, the Developer anticipates that certain portions of the adjacent property with improvements to be constructed thereon ("Phase II" and "Phase III") may, by an amendment to this Declaration, executed by the Developer alone as provided in Section 718.403(6), Florida Statutes ("Amendment"), be added as part of this Condominium pursuant to, and as part of, this Declaration. If Phase II, and later Phase III, shall in fact be added and made a part of the Condominium, the Condominium Property shall be enlarged and expanded so as to

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encompass and include the portions of the adjacent property, improvements thereon including the Units, the Common Elements and all easements and rights appurtenant thereto which are intended for use in Phase II and Phase III, as set forth on the "Phase II Survey" and "Phase III Survey" hereinafter defined.

B. PHASES II AND III. Attached hereto and made a part hereof, as Exhibit "A-2", is the Plot Plan which shows thereon the configuration of Phases I, II and III, their locations on the Property and the improvements contemplated to be located thereon. If Phase II shall be added, upon completion, the Condominium thereafter shall then consist of twelve (12) buildings containing an aggregate of one hundred ninety-two (192) Units. If Phase III shall be added, upon completion, the Condominium thereafter shall then consist of sixteen (16) buildings (referred to as the "Building") containing an aggregate of two hundred fifty-six (256) Units.

Phase II, if it becomes a part of this Condominium by the recording of an Amendment, shall consist of the portion of the Property legally described on Exhibit A-3 attached hereto and made a part hereof (the "Phase II Property"), together with those improvements, including but not limited to, the buildings and parking facilities, as more particularly depicted within the "Phase II Survey Plot Plan" attached hereto as Exhibit A-4 and made a part hereof.

Phase III, if it becomes a part of this Condominium by the recording of an Amendment, shall consist of the portion of the Property legally described on Exhibit A-5 attached hereto and made a part hereof (the "Phase III Property"), together with those improvements, including but not limited to, the buildings and parking facilities, as more particularly depicted within the "Phase III Survey Plot Plan" attached hereto as Exhibit A-6 and made a part hereof.

C. NUMBER OF UNITS, ETC. If Phase II and Phase III are made a part of this Condominium, there shall be six (6) Buildings located in Phase II containing ninety-six (96) Units and four (4)

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Buildings located in Phase III containing sixty-four (64) Units. Each Building shall contain either sixteen (16) two-bedroom units or sixteen (16) one-bedroom Units.

1. The percentage of ownership in the Common Elements and Common Surplus and share of Common Expenses, in the event Phase II shall be added by Amendment, shall thereafter be as set forth on Exhibit "C-1" attached hereto and by reference made a part hereof. In the event that Phase III shall be added by Amendment, said percentage of ownership shall thereafter be as more specifically set forth on Exhibit "C-2" attached hereto and by reference made a part hereof.

2. Completion of Phase II and Phase III will have the impact of increasing the number of Units in the Condominium and consequently the number of persons using the Common Elements.

3. The latest date estimated for completion of Phase II, if made a part of this Condominium is June 30, 1985. The latest date estimated for completion of Phase III, if made a part of this Condominium is December 31, 1987.

D. HOW PHASES ARE ADDED. The Developer shall notify all Unit Owners of Units within Phase I of the commencement of construction of Phase II and Phase III. However, Developer reserves the absolute right, in its sole discretion, not to develop and/or not to add Phase II and/or Phase III to this Condominium. In the event that Developer decides not to add Phase II and/or Phase III, Developer shall give notice of such decision to all then Unit Owners. Any notice required by the provisions of this Paragraph D shall be sent postage pre-paid, certified mail addressed to each Unit Owner at the address of his Unit or to his last known address as set forth in the books of the Association.

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E. ASSOCIATION. Upon the addition of Phase II and/or Phase III to this Condominium, each owner of a Unit in such Phase(s) shall automatically become a member of the Association with all the rights, privileges and obligations of a member of the Association who is a member by virtue of ownership of a Unit in Phase I and each Unit in Phases II and/or III, as the case may be, shall be subject to all the provisions of this Declaration and the Exhibits hereto, as same may be amended.

F. NO ENCUMBRANCE. Notwithstanding anything contained in this Declaration to the contrary, no portion of Phase II or Phase III shall be affected or encumbered by this Declaration unless and until an Amendment is recorded amongst the Public Records of Palm Beach County, Florida as to such Phase.

G. NO TIME-SHARE. There shall be no time-share units within any Phase of the Condominium.

#### ARTICLE IX

##### MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement, shall be as follows:

##### A. UNITS

(1) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of windows, screens, doors, sliding doors and windows damaged by the elements, act of God, normal wear and tear or causes beyond the control of the Unit Owner or Unit occupant, or his family members, employees, guests and invitees.

(b) All incidental damage to a Unit caused by the aforementioned work or other work performed by the Association.

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(2) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace at his expense, all portions of his Unit (including air conditioning compressors) except the portions of his Unit to be maintained, repaired, and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners. The Unit Owners shall repair and replace all windows, screens, and sliding doors and all parts thereof damaged or destroyed by the Unit Owner or occupant or his family members, employees, guests or invitees.

(b) Not to do any of the following without prior written consent of the Developer while the Developer still owns and holds any Units for sale and, thereafter, without the prior written consent of the Board of Administration: (i) paint or otherwise decorate or change the appearance of any portions of the exterior of the Condominium Buildings; (ii) install or attach any radio or television antenna to or on any part of the Condominium Buildings; (iii) alter, construct or enclose any porches or terraces; (iv) attach or install any shutters, awnings, jalousies, sun screens or other additions or fixtures of any kind to or upon any wall or on or over any windows or doors; (v) attach or display any signs or advertising to or from the Unit or the Common Elements. Notwithstanding the foregoing, storm shutters may be installed in the event of a storm or hurricane warning and must be removed immediately following the

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storm, hurricane or warning. In order to assure orderly and uniform installation, the Board of Administration may designate one company or firm as the only company or firm authorized to install storm shutters pursuant to this paragraph. In the event of any improper or unauthorized additions or alterations, the Developer (while there are Units held by the Developer for sale) or the Association may enter the premises and remove the same at the Unit Owner's expense. The Developer or the Association shall have a lien upon such Unit for all costs of removal and for all court costs and attorney's fees incurred in the collection thereof. No such removal shall take place unless and until five (5) days notice thereof shall have been given to the Unit Owner demanding that the Unit Owner remove the offending alteration within said five (5) day period.

(3) Alteration and Improvement. Except as elsewhere reserved to the Developer and as specifically provided to the contrary herein, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit or Condominium Buildings that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Condominium Buildings, or impair any easement without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board of Administration. A copy of plans for all such work prepared by an architect licensed to

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practice in this State shall be filed with the Association prior to the start of work.

B. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

(1) By the Association. The maintenance and operation of the Common Elements and Limited Common Elements shall be the responsibility of the Association and the cost thereof shall be a Common Expense; provided, however, that Unit Owners may, when permitted under other provisions of this Declaration, enclose, decorate and/or furnish their balconies at their own cost and expense, and the Association shall have no liability for the maintenance of any such improvements.

(2) Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without the prior written consent of the Developer while the Developer still owns and holds any Units for sale and thereafter by a vote of a majority of the voting members of the Association. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work shall not be assessed against any Mortgagee of Record that acquires its title as the result of owning a mortgage upon the Unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the

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shares and rights of each Unit Owner in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

(3) Exception. Notwithstanding the foregoing, Unit Owners shall pay to the Association the cost of repairing Common Elements which are damaged during the course of and/or as a result of repair or maintenance to any portion of such owner's Unit. The Association shall assess a Unit Owner for all such amounts (as well as any amounts for which a Unit Owner may be liable under Article XVIII (A) hereof) and the Association shall have a lien on the Unit Owner's Unit and all personal property therein for such assessment plus interest, penalties and fees and expenses of collection, including attorneys fees, to the same extent as the lien for assessments for Common Expenses.

ARTICLE X

ASSOCIATION

The operation of the Association shall be by the Association, which is a corporation not for profit organized under the laws of the State of Florida. The members of the Association shall consist of all the record owners of Units in the Condominium and, after termination of the Condominium, shall consist of those who are members at the time of such termination, and their successors and assigns. The Association shall have all the powers and duties set forth in the Condominium Act, together with all of the powers and duties granted to or imposed upon it by this Declaration of Condominium, Articles of Incorporation, and the By-Laws of the Association. The Articles of Incorporation of the Association are attached as Exhibit "D" hereto. The By-Laws of the Association are attached as Exhibit "E" hereto.

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A. 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 for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association, or by improper or faulty workmanship of materials, or by the elements or other Unit Owners or persons.

B. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

C. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject matter of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner at an Association meeting, unless the joinder of record owners is specifically required by this Declaration or by law.

D. ALL OWNERS SUBJECT TO DECLARATION. Every Unit Owner whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise shall be bound by the By-Laws of the Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

#### ARTICLE XI

##### INSURANCE

The insurance, other than title insurance, that shall be carried upon the Condominium Property (both real and personal) of the Association, and the property of the Unit Owners shall be governed by the following provisions:

A. GENERAL. All insurance policies upon the Condominium Property and the property of the Association shall be purchased by the Board of Administration. The named insured shall be an insurance

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trustee individually and as agent for the Unit Owners, (without naming them) and as agent for their mortgagees, as their interests may appear. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee. Unit Owners may obtain coverage at their own expense upon their insurable interests in their Units, their personal property and for their personal liability and living expense. The insurance trustee may be any bank, trust company or Mortgagee of Record located in the County, and allowed by law to act as the insurance trustee as may be approved by the Board of Administration. If permitted by the Mortgagee of Record holding the largest dollar volume of mortgages on Units in the Condominium, the Board of Administration may dispense with an insurance trustee, in which case, the insurance proceeds shall be payable to the Association and the Board of Administration shall perform all the functions of the insurance trustee hereunder.

B. COVERAGE.

(1) Liability. The Board of Administration shall obtain public liability and property damage insurance (including but not limited to, hired automobile and non-owned automobile coverages) covering all of the Common Elements of the Condominium and all property of the Association and insuring the Association and the Unit Owners as its and their interest may appear, in such amounts and providing such coverage as the Board of Administration may determine from time to time, provided that the minimum amount of coverage shall be Five Hundred Thousand Dollars (\$500,000.00). Where possible, cross liability endorsements will be obtained to cover liabilities of the Unit Owners as a group to a

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Unit Owner. The bailee liability, if any, of the Association to the Unit Owners shall be insured if such coverage is deemed economically feasible by the Board of Administration.

(2) Casualty Insurance. The Board of Administration shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, in and for the interests of the Association, all Unit Owners and their mortgagees, as their interest may appear, in a company authorized to do business in the State of Florida, acceptable to the standards set by the Board of Administration and in an amount equal to the maximum insurance replacement value of the property as determined no less frequently than bi-annually by the Board of Administration. All such insurance shall be in amounts that the insured will not be a co-insurer for more than twenty (20%) percent of the replacement value except under deductible clauses required to obtain coverage at a reasonable cost. The coverage may exclude foundation and excavation costs, that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and all increases in values of Units occasioned by alterations, betterments and further improvements made by Unit Owners. The policies shall state whether the following items (whether supplied or installed by Developer or the Unit Owners and whether or not built-in equipment) are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association:

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air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry appliances, garbage disposal, refrigerator, oven, stove, water heater; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes; and plate glass. All such policies shall be in conformance with the requirements of Section 718.111(b), Florida Statute or any successor statute.

(3) Workmen's Compensation. The Board of Administration shall obtain workmen's compensation insurance in order to meet the requirements of the law.

(4) Flood Insurance. The Board of Administration shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.

(5) Other Insurance. The Board of Administration shall obtain such other insurance as it shall determine from time to time to be desirable.

C. INSURER'S WAIVERS. When appropriate and possible, the policies carried by the Association shall waive the insurer's right to:

- (1) subrogation against the Association and against the Unit Owners individually and as a group;
- (2) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- (3) avoid liability for a loss that is caused by an act of the Board of Administration of the Association or by a member of the Board of Administration or by one

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or more Unit Owners, and their respective servants, agents and guests.

D. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

E. INSURANCE TRUSTEE; 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 interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee. The insurance trustee shall not, by virtue of being insurance trustee, be liable for payment of premiums or for the sufficiency of policies or for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and, in the case of proceeds from insurance for casualty, property damage, theft or other peril for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) Property Owned By Association. Proceeds on account of damage to property owned by the Association shall be held for the Association.

(2) Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements shall be held an undivided share for each Unit Owner, such share being the same as the undivided share for each Unit Owner in the Common Elements appurtenant to his Unit.

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

(a) 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 Own-

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er, which cost shall be determined by the Association.

(b) 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.

(4) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; 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.

F. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) Expense of the Trust. All expenses of the insurance trustee shall be paid first or provision made for such payment.

(2) 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 remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This

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is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagees.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damage for which the 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 mortgagees.

(4) Certificate. In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President or Vice President and Secretary or Assistant Secretary as to the names of the Unit Owners and their respective shares of the distribution. The insurance trustee may rely upon its records as to the existence of a mortgagee who is entitled to receive payment jointly with any Unit Owner. Upon request of any mortgagee the insurance trustee will confirm whether or not said mortgagee is listed in the insurance trustee's files with respect to any particular Unit or Units.

#### ARTICLE XII

##### RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. LOSS WITHIN A SINGLE UNIT. If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the beneficial Unit Owner(s) -- 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 said mortgagee. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit whether.

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or not the mortgagee has applied the insurance proceeds to reduce the mortgage debt.

B. MINOR DAMAGE. Where a loss or damage occurs within a Unit or Units, or to the Common Elements or to any Unit or Units and the Common Elements or to the property of the Association, but said loss is less than "major damage" as hereinafter defined, it shall be obligatory upon the Association and the Unit Owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage involves Common Elements or Association property and is less than "major damage":

(1) The Board of Administration shall promptly obtain reliable and detailed estimate of costs of repair and restoration.

(2) If the damage or loss is limited to the Common Elements and property of the Association with no or minimum damage or loss to any individual Units, and if such damage or loss to the Common Elements or property of the Association is less than twenty-five percent (25%) of the then replacement value of the property so insured, the insurance proceeds shall be endorsed by the insurance trustee over to the Association, and the Board of Administration shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves the property of the Association and/or individual Units as well as the Common Elements, or if the damage is limited to the Common Elements alone but is in excess of twenty-five percent (25%) of the then replacement value of the property so insured, the insurance proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property upon the written direction and approval of the Board of Administration. The insurance trustee may

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rely upon the certificate of the Board of Administration as to the payees and the amounts to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the insurance trustee, and execute any affidavit required by law or by the Association, and the insurance trustee, and deliver same to the insurance trustee, and the foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing the Board of Administration shall have the right to obtain a completion performance and/or payment bond, in such form and amount, and with a bonding company authorized to do business in the State of Florida, as it determines.

(4) Subject to the foregoing the Board of Administration shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or for the actual costs thereof if the work has actually been done), the Board of Administration shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owner's share in the Common Elements, for the portion of the deficiency as is attributable to the cost of restoration of the Common Elements and/or property of the Association, and against each individual Unit Owner for the portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Administration finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individually

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damaged Unit(s), then the Board of Administration shall levy an assessment for the total deficiency against all of the Unit Owners in proportion to each Unit Owner's share in the Common Elements, just as though all of said damage had occurred in the Common Elements. Special assessment funds shall, if the damage is in excess of twenty-five (25%) percent of the then replacement value of the insured property, be delivered by the Board of Administration to the insurance trustee, and added by said insurance trustee to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

(7) The determination of whether damage is in excess of twenty-five (25%) percent of the then replacement value of the insured property, shall be made by the Board of Administration, whose decision shall be final unless it can be established that such decision is arbitrary or capricious.

C. MAJOR DAMAGE. As used in this Declaration, the term "major damage" shall mean loss or damage whereby one-half (1/2) or more of the total Unit space in the Condominium is rendered untenable, or loss or damage whereby two-thirds (2/3) or more of the total

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amount of casualty insurance coverage becomes payable. Should such "major damage" occur, then:

(1) The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) Thereupon, a meeting of the Unit Owners shall be called by the Board of Administration, to be held not later than sixty (60) days after the casualty to determine the wishes of the Unit Owners of the Condominium with reference to the abandonment of the Condominium, subject to the following:

(a) If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired unless two-thirds (2/3) of all the votes of the Association shall vote to abandon the Condominium, in which case the Condominium Property shall be removed from the provisions of the Act by recording in the public records of the County, an instrument terminating the Condominium, which said instrument shall further set forth the facts effecting the termination certified by the Association and shall be executed by its President or Vice President and Secretary or Assistant Secretary. The termination of the Condominium shall become effective upon

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the recording of said instrument, and the Unit Owners shall, thereupon, become owners as tenants in common in the Condominium Property, and property formerly owned by the Association, i.e. the real, personal tangible, and intangible personal property, and remaining structures of the Condominium, and their undivided interest in the property shall be the same as their undivided interests in the Common Elements of the Condominium prior to its termination, and the mortgages and liens upon Condominium parcels and Condominium Property shall become mortgages and liens upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(b) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the total votes of the Association vote against such special assessment and to abandon the Condominium Project, then it shall be so abandoned and the Condominium property removed from the provisions of the Act, and the Condominium terminated, as set forth in the immediately preceding subparagraph (a), and the Unit Own-

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ers shall be tenants in common in the property in such undivided interests and all mortgages and liens upon the Condominium Parcels shall encumber the undivided interests of such tenants in common, as provided in the immediately preceding subparagraph (a). In the event a majority of the eligible votes have not been cast against special assessments, the Board of Administration, shall immediately levy such special assessments, and thereupon the Association shall proceed to negotiate, and contract for such repairs and restoration. The special assessment fund shall be delivered by the Board of Administration to the insurance trustee and added by said trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property, as provided in paragraph B. (3) above.

(3) In the event any dispute shall arise as to whether or not "major damage" has occurred, it is agreed that a finding made by the Board of Administration shall be binding upon all Unit Owners unless it can be established that such finding is arbitrary or capricious.

D. SURPLUS. It shall be presumed that the first monies distributed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds

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held by the insurance trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein, except that the part of any distribution to a beneficial owner that is not in excess of assessments paid by such owner into the repair and restoration fund shall not be made payable to any mortgagees.

E. CERTIFICATE. The insurance trustee may rely upon a certificate of the Board of Administration certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the insurance trustee, the Board of Administration shall forthwith deliver such certificate.

F. PLANS AND SPECIFICATIONS. Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements, or as they were last constructed, or according to the plans approved by the Board of Administration. If any material or substantial change is contemplated, the approval of the Mortgagee of Record holding the largest dollar volume of mortgages on Units in the Condominium shall also be required and shall be delivered to the insurance trustee. In the absence of such approval, the insurance trustee may rely upon a certificate from any two (2) officers of the Board of Administration that planned repairs or restoration are in accordance with the original plans and specifications or as the building was last constructed. The written approval of any such Mortgagee of Record shall not be unreasonably withheld.

G. ASSOCIATION'S POWER TO COMPROMISE CLAIMS. The Board of Administration is hereby irrevocably appointed agent 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, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board of Administration and to execute and deliver releases therefor upon payment of claims.

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H. MORTGAGEE OF RECORD'S RIGHT TO ADVANCE PREMIUMS.

Should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements, the Mortgagee of Record holding the largest dollar volume of mortgages on Units in the Condominium shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual Unit Owners for the payment of such items of Common Expense.

I. SPECIAL ASSESSMENTS. Once repair or restoration has commenced pursuant to this Article XII, it shall be completed as expeditiously as possible and, if at any time during repair or restoration, or upon completion thereof, the funds for payment of the costs of repair and restoration are insufficient, assessments shall be made as elsewhere provided in this Article XII against the Unit Owner(s) to provide for payment of such costs.

ARTICLE XIII  
USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the Condominium Buildings in useful condition exist upon the land:

A. UNITS. Each of the Units shall be occupied only by the record owner or owners of the Units, their family members, guests, lessees and servants, as a residence and for no other purpose. Where title to a Unit is held in a partnership, trust, corporate or other than individual name or names, the Unit Owner(s) shall, by certificate delivered to the Secretary of the Association appoint a designated family as the primary occupant entitled to use of the Unit and name one (1) member of the designated family as the voting member. In such case, no more than one (1) family occupant may be designated at a time unless the Board of Administration consents and no more than two dif-

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ferent designations may be in effect in any twelve (12) month period unless the Board of Administration consents. Where title to a Unit is held in the name of an individual (with or without spouse) jointly with another individual (with or without spouse) the Unit Owners may designate the families of both Unit Owners as the primary occupants entitled to use of the Unit but shall, by certificate delivered to the secretary of the Association, designate one of the Unit Owners as the voting member. In no case may more than two (2) families be designated for a single Unit.

The Board of Administration shall have the right to approve or disapprove each designated family in the same manner as if the designated family were a proposed lessee. No Unit may be divided or subdivided into smaller Units nor any portion sold or otherwise transferred without amending this Declaration to show the changes in the Units to be affected. Where title to a Unit is held by an individual (with or without spouse) jointly with another individual (with or without spouse) there may be only two (2) such individuals (and spouses) holding title and no more.

B. COMMON ELEMENTS. In order to provide for congenial occupancy of each building, the Common Elements shall be used only for the purpose for which they are intended in furnishing of services and facilities for the enjoyment of the Units.

C. LOUD VEHICLES OR MACHINES. No truck, van, pickup, trailer, tractor, recreational vehicle, or loud or noisy vehicle, machine or device shall be used, operated, stored or parked in any Unit, parking area, street, or other portion of the Condominium Property except as otherwise provided in this Declaration; provided, however, that this provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the Condominium.

D. NUISANCES. No nuisance shall be allowed upon the Condominium Property, nor any use or practice that is the source of an-

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noyance to Unit occupants or guests or which interferes with the peaceful possession and proper use of the Condominium property by Unit Owners or lessees. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

E. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any property operated by the Association nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

F. GUESTS. The owners of Units shall be fully responsible for the activities and actions of their guests, invitees and visitors and shall take all action necessary or required to insure that all guests, invitees and visitors fully comply with the provisions of the Declaration of Condominium and all rules and regulations of the Association.

G. CHILDREN. No two (2) bedroom Unit shall be occupied by more than two (2) children as their permanent residence and no one (1) bedroom Unit shall be occupied by more than one (1) child as his or her permanent residence. For purposes of this paragraph, a "child" shall be any person less than eighteen (18) years of age and a Unit shall be deemed one's personal residence if a person resides there more than four (4) weeks per annum. The Association may promulgate reasonable rules and regulations regarding the times and manner of children's use of the Common Elements, including the recreational facilities.

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H. PETS. No Unit or portion of the Condominium Property or any property operated by the Association shall be occupied by any pet animal except dogs whose weight does not exceed thirty (30) pounds, cats, tropical fish or birds in cages as shall be affirmatively approved by the Board of Administration. Any such approval may be terminated at any time by the Board of Administration. Notwithstanding the foregoing, under no circumstances may a Unit be occupied by more than one (1) pet animal. All such pets must be carried through the hallways of the Condominium and be carried or be kept on leash in the other Common Area. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. The owner of any pet animal shall be liable for any and all damage caused by such animal to any part of the Condominium Property or property operated by the Association.

I. EXTERIORS. No change shall be made in the color or kind of any exterior window, door, storm or hurricane shutter, glass or screen of a Unit, except with the prior written consent of the Board of Administration and the Developer as long as any Units are held for sale by the Developer. All shutters, and reflective window covering, or other such covering of the exterior doors and windows shall be uniform in color as prescribed by the Board of Administration and the Developer as long as any Units are held for sale by the Developer. A Unit Owner shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, except as otherwise specifically provided herein nor shall a Unit Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, nor shall a Unit Owner place any furniture or equipment, radio, television or lights outside his Unit, except with the prior written consent of the Board of Administration, and further, when approved, subject to the rules and regulations adopted by the Board of Administration.

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J. REGULATIONS. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners upon request.

K. SIGNS. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Condominium Property. Notwithstanding anything herein contained, the right is specifically reserved in the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit he may from time to time own and the same right is reserved to any mortgagee of record which may become the owner of a Unit and to the Association as to any Unit which it may own.

L. EMPLOYEES AND SERVANTS. Employees and servants of a Unit Owner shall not be allowed to use any of the recreational areas or facilities for their personal use except in pursuance of their duties (e.g. baby sitting by the pool) and, then, subject, to rules and regulations promulgated by the Board of Administration.

M. FLOOR COVERINGS - ABATEMENT. All floors in the Units above the ground floor except bathrooms and kitchens shall be carpeted or insulated so as to abate the noise which may be created and transmitted to the Unit or common areas of the Condominium below. In the event the Board of Administration determines that any noise is being transmitted to another Unit or to common areas and that such noise is unreasonable, then the owner of such Unit shall, at his expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

N. LEASING. After approval by the Association elsewhere required, entire Units may be rented provided the occupancy is only by a lessee and his family, its servants and guests. No rooms may be rented and no transient tenants may be accommodated.

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O. DEVELOPER'S SALES OFFICE. As long as Developer owns and holds for sale any Unit in the Condominium, Developer reserves unto itself, its successors and assigns the exclusive right to the use of any unsold Unit or to install a trailer in the parking lot for maintaining a sales office. Additionally, Developer reserves the right of use of the recreational building for sales office purposes. All furniture and furnishings, except built-in items and kitchen appliances, if any, located in any area used by Developer as a sales office, shall remain the property of Developer. Within thirty (30) days after closing of the sale of the last Unit by Developer to a Unit purchaser, Developer shall vacate the sales office portion of the Common Elements and use thereof shall vest in the Unit Owners subject to rules, regulations and/or restrictions imposed by the Board of Administration of the Association. At all times while Developer maintains the sales office, Developer, its employees, agents, guests and invitees shall have access to the sales office as determined by Developer. Notwithstanding reservation of the use of a sales office by Developer, the cost of repairs and maintenance of the area so used shall be borne by the Association as in the case of all other Common Elements, unless damage is caused by negligence of the Developer or its agents. During that period that Developer is entitled to exclusive use of the sales office, no alterations or improvements shall be made thereto without the prior written consent of the Developer.

P. PROVISO. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Units of the Condominium, neither Unit Owners nor the Association nor the users of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale, including, but not limited to, maintenance of a sales office, the showing of the property, and the display of signs.

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ARTICLE XIV

RESTRICTION ON TRANSFER

In order to maintain a community of congenial Unit Owners who are financially responsible and thus protect the value of the Units, and to maintain the integrity of the Condominium as a Condominium, the transfer of Units by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists, which provisions each Unit Owner covenants to observe:

A. TRANSFERS SUBJECT TO APPROVAL.

(1) Sale. No Unit Owner may dispose of a Unit or any interest in a Unit by sale without approval of the Association except to an existing Unit Owner.

(2) Lease. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the Association except to an existing Unit Owner.

(3) Gift. If any Unit Owner shall acquire title by gift, the continuance of ownership of the Unit shall be subject to the approval of the Association.

(4) Devise or Inheritance. If any Unit Owner shall acquire title by devise or inheritance, the continuance of ownership of the Unit shall be subject to the approval of the Association.

(5) Other Transfers. If any Unit Owner shall acquire title by any other form of transfer, the continuance of ownership of the Unit shall be subject to the approval of the Association unless said Unit Owner is another Unit Owner.

B. APPROVAL BY ASSOCIATION. The approval of the Association is required for the transfer of ownership of Units falling within the purview of paragraph A of this Article XIV and shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale. A Unit Owner intending to make a sale of his Unit or any interest in it shall give to

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the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. If the proposed sale is not bona fide and at arms' length, the Association may decline to issue a certificate of approval without obligation to furnish a purchaser.

(b) Lease. Any Unit Owner intending to make a bona fide lease of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(c) Gift, Devise or Inheritance; Other Transfers. Any Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association within thirty (30) days of acquiring title to or taking possession of the Unit, whichever is earlier, notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require,

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and a certified copy of the instrument evidencing the Unit Owner's title.

(d) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(e) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or lessee, or as relates to the new owner in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, lessee, or new owner within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the notice. A reasonable fee may be charged to the transferee of the Unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a trans-

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fer. The time limits for approval or disapproval by the Association shall not commence until any such fee is paid.

(f) Notice of Lease. Notice of every lease shall be given to the Association. The notice shall contain the name, address and telephone number of the lessee, the number of years of the lease and such information as may reasonably be required on any notice form prepared by the Association.

(2) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the seller within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of the County at the expense of the seller or the buyer.

(b) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the lessor within the aforesaid thirty (30) day period and failure to do so shall constitute approval of the lease. If approved, the approval shall be stated in a certificate exe-

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cutted by the President or Vice President of the Association in recordable form, which, may be recorded in the public records of the County at the expense of the lessor or lessee. Approval of a lease shall be withheld only for good cause.

(c) Gift, Devise or Inheritance; Other Transfers.

If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of written notice to such effect from the new Unit Owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. Such approval or disapproval shall be transmitted to the Unit Owner within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of the County at the expense of the Unit Owner. The Association may, but shall have no duty to, approve or disapprove of any such new Unit Owner until the Association has received the written notice specified in paragraph B(1)(c) of this Article XIV.

C. DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of an interest in a Unit, the matter shall be disposed of in the following manner:

(1) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner did not contain a demand that the Association furnish a purchaser, no sale or transfer shall take place. If the

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notice of sale given by the Unit Owner did so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association (which purchaser may be the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(a) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Unit. The cost of the arbitration shall be borne equally by the seller and the purchaser.

(b) The purchase price shall be paid at the purchaser's option in cash or upon the same terms as contained in the disapproved contract of sale.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, or on the date specified in the disapproved contract of sale, whichever is later.

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(d) A certificate of the Association executed by its President or Vice President approving the purchaser shall be recorded in the public records of the County at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of the County at the expense of the seller or the purchaser.

(f) Notwithstanding a timely demand by a selling Unit Owner under this Article XIV that the Association furnish a purchaser of a Unit if it fails to approve a transfer, the Association shall have the right to disapprove a transfer without furnishing a substitute buyer if in good faith it believes the proposed transferee will not occupy the Unit for a purpose and use permitted by this Declaration, and the disapproval delivered or mailed by the Association so states.

(2) Lease. If the proposed transaction is a lease and if the notice of lease given by the Unit Owner shall show demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail its approval or disapproval of the proposed lease. If the Association disapproves of the lease for good cause, the Unit Owner shall not enter

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into such lease or provide occupancy to the proposed lessee. If the Association shall fail to provide the notice of its disapproval if demand therefor has been made, the proposed transaction shall be deemed to have been approved and the Association shall so indicate by a certificate as hereinabove set forth.

(3) Gifts, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be borne equally by the seller and the purchaser.

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(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days following the determination of the sale price.

(d) A certificate of the Association executed by its President or Vice President and approving the purchaser shall be recorded in the public records of the County at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of the County at the expense of the Unit Owner.

D. MORTGAGE. No Unit Owner may mortgage his Unit or any interest in it without the approval of the Association, except to a Mortgagee of Record, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. EXCEPTIONS.

(1) The foregoing provisions of this Article XIV shall not apply to a transfer to or purchase by a Mortgagee of Record that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Mortgagee of Record that

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so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(2) The foregoing provisions of this Article XIV shall not apply in the following instances, while Developer holds any Units for sale:

(a) The sale, lease, sublease or mortgage of any Unit to Developer, or the sale, lease, sublease or mortgage of any Unit by Developer.

(b) Any lease or sublease by the owner of a Unit to a party approved by Developer or made through the auspices of the Developer.

F. UNAUTHORIZED TRANSACTION. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

#### ARTICLE XV

##### AMENDMENT OF DECLARATION

Except as otherwise provided, this Declaration of Condominium may be amended in the following manner:

A. RESOLUTION. A resolution for the adoption of a proposed amendment to this Declaration may be proposed by either the Board of Administration of the Association or by voting members of the Association holding not less than twenty (20%) percent of the votes of Association. Proposed amendments shall be submitted to a vote of the members of the Association. Members not present in person at the meeting at which the vote on the proposed amendment is taken may express their approval or disapproval by proxy executed in the customary corporate manner provided such proxy is delivered to the Secre-

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tary at the commencement of or prior to the meeting. Except as elsewhere provided, approval of amendments must be either by:

(1) Not less than two-thirds (2/3) of the entire membership of the Board of Administration and by not less than sixty (60%) percent of the total votes of the membership of the Association; or

(2) Not less than seventy (70%) percent of the total votes of the membership of the Association; or

(3) Until the first election of the entire Board of Administration by Unit Owners other than the Developer, only all of the members of the Board of Administration.

B. PROVISO. Except as otherwise provided in this Declaration:

(1) No amendment shall substantially or materially affect any property right of any Unit Owner or class or group of Unit Owners created hereunder unless the Unit Owner(s) so affected shall consent.

(2) No amendment shall either change any Unit or the share in the Common Elements appurtenant to it, or increase the Unit Owner's share of the Common Expenses, unless the record title holder of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment.

(3) No amendment shall make any change either in Article XVII entitled "Reserved Rights of Developer" or in any other article which affects the rights of the Developer without Developer's consent.

(4) No amendment shall affect any substantive right of a Mortgagee of Record hereunder, or impair or prejudice the rights or priorities of any mortgages or change the provisions of this Declaration with respect to Mortga-

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gees of Record without the written approval of all Mortgagees of Record so affected.

(5) The right of the Developer to amend this Declaration of Condominium as reserved in Article III (C) shall not be abridged in any manner by this Article or any article of this Declaration or exhibits hereto.

C. EXECUTION AND RECORDING. Except for amendments the Developer is authorized to make, a copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of the County.

#### ARTICLE XVI

##### TERMINATION

A. This Condominium may be voluntarily terminated in the manner provided for in the Condominium Act, at any time. In addition thereto, when there has been "major damage", as defined in Article XII, captioned "Reconstruction or Repair after Casualty" this Condominium shall be subject to termination, as provided in said Article XII. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the voting members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by two-thirds (2/3) of the total votes of the membership of the Association, and by their Mortgagees of Record, then the Association, and the approving Unit Owners shall have an option to purchase all of the parcels of the other Unit Owners within a period expiring one hundred and twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

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(1) Exercise of Option. An agreement to purchase, executed by the Association and/or the record Unit Owners of the parcels who will participate in the purchase shall be delivered by personal delivery or mail to each of the record Unit Owners of the parcels to be purchased and such delivery or mailing shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating Unit Owner and/or the Association, and shall require the purchase of all parcels owned by Unit Owners not approving the termination. But the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser, within thirty (30) days from the delivery or mailing of such agreement; and in the absence of agreement as to price, it shall be determined by appraisers appointed by the senior judge of the Circuit Court in and for the County on the petition of the seller or purchaser. The expenses of appraisal shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within thirty (30) days following the determination of the sale price. Marketable title shall be conveyed by general warranty deed and the cost of documentary stamps and surtax on the deed and title insurance premium shall be paid by the Seller.

B. CERTIFICATE. The termination of the Condominium, regardless of the reason for termination, shall be evidenced by a certi-

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ificate of the Association executed by the President and Secretary or Assistant Secretary certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the public records of the County where this Declaration is recorded.

C. AMENDMENT. This section concerning termination cannot be amended without consent of two-thirds (2/3) of the votes of the membership of the Association and Mortgagees of Record upon Units which hold two-thirds (2/3) of such votes.

D. OWNERSHIP AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets and property which were owned by the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to each Unit Owner's Unit prior to the termination.

#### ARTICLE XVII

##### RESERVED RIGHTS OF DEVELOPER

Throughout this Declaration of Condominium and the Exhibits attached the Developer has reserved certain rights. The purpose of this Article XVII is to set forth in a convenient manner in one Article of the Declaration the various rights reserved by the Developer. This Article is not intended to be a definitive recitation of all of the rights reserved by the Developer, and a failure to include in this Article any rights reserved by the Developer in any other Article of this Declaration and exhibits hereto shall have no effect whatsoever on the excluded rights. Likewise, any rights reserved to the Developer in this Article which may not be reserved in any other Article of this Declaration and exhibits hereto shall be deemed to be reserved to the Developer and the exclusion thereof from other Articles and exhibits shall have no effect whatsoever on the rights reserved herein.

A. SALE, LEASE AND MORTGAGE. So long as the Developer shall own any Units, Developer shall have the absolute right to lease such Units for such term or terms as Developer shall determine in its

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sole discretion or to sell or mortgage such Units to any person, firm, corporation, partnership, or other entity upon such terms and conditions as it shall deem to be in its best interest, and as to such lease, sale or mortgage the provisions of Article XIV shall not apply.

B. ALTERATIONS OF UNITS. The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units in accordance with Article III (C). These reservations apply only to Units owned by the Developer. The Developer also reserves the right to alter the boundaries of the Common Elements and Limited Common Elements provided the Developer owns the Units abutting the portions of Common Elements and Limited Common Elements so altered. An amendment of this Declaration reflecting any authorized alteration of Units or Common Elements by Developer need be signed and acknowledged only by Developer, and need not be approved by the Association, Unit Owners, lienors, or mortgagees of Units, except mortgagee(s) of the particular Unit(s) affected.

C. CONTROL OF ASSOCIATION. The Developer reserves the right to retain control of the Association for the maximum time specified in Section 718.301, Florida Statutes. The Developer at all times reserves the right to terminate control of the Association prior to the time control must be relinquished as provided in said Statute.

D. BOARD OF ADMINISTRATION. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Administration of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and By-Laws of the Association, and Developer shall have the right to remove any person or persons selected by it to act and serve on said Board of Administration and to replace such person or persons with another person or persons to act and serve in the place of any board members(s) so removed for the remainder of the unexpired term of any board member(s) so removed. A board member

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designated and selected by Developer need not be a resident of the Condominium. Any representative of Developer serving on the Board of Administration shall not be required to disqualify himself upon any vote or other matter between Developer and Association where said Developer may have a pecuniary or other interest.

E. AMENDMENT OF DECLARATION. No amendment to this Declaration that would result in assessment of the Developer for capital improvements or that would be detrimental to the sales of units by Developer may be made without the Developer's consent provided the Developer holds title to any Unit within the Condominium.

F. VOTING MEMBERS. Developer need not designate a voting member for any Unit which Developer may cast votes for at a meeting of the Association. Votes for the Developer may be cast by any corporate officer, employee or agent.

G. RIGHT OF ENTRY. The Developer has reserved the right of entry on, over and across the Condominium Property and the right to cause maintenance, replacement and repair to be made at the expense of the Association in accordance with Article XIX (J).

H. APPROVAL OF CONTRACTORS AND IMPROVEMENTS. Developer reserves the right while Developer holds any Unit for sale to approve plans for any repairs, improvements or alterations to be made to any Unit or to the Common Elements by a Unit Owner or the Association; to approve the contractor hired to perform such work; and to inspect and examine such work (prior to closing of walls if any are opened) and to levy a reasonable charge against the Association or a Unit Owner, as the case may be, for the cost to Developer of hiring an architect or engineer to review plans or make inspections.

I. LIABILITY FOR ASSESSMENTS. Generally speaking, the Developer is liable for assessments on the unsold Units except that, in accordance with Article VII(I), the Developer may not be assessed for capital improvements and no action may be taken by the Association that would be detrimental to the sales of Units by the Developer. Ad-

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ditionally, Article VII(I) allows the Developer to be excused for payment of assessments until December 31, 1984 as long as a guaranteed level of maintenance on other Units is maintained.

J. RIGHT TO RESTRICT ACCESS. During such time as the Developer is in the process of construction on any portion of the Condominium Property, Developer reserves the right to prohibit access to any such portion of the Condominium Property to any of the Unit Owners and occupants of the Condominium and to utilize various portions of the Common Elements in connection with such construction and development. No Unit Owner or occupant shall in any way hamper or interfere with the Developer or its agents, contractors or employees in connection with such construction.

K. SALES OFFICE. Developer reserves the right to maintain a sales office, show prospective purchasers and lessees the property and display signs on the Condominium Property in accordance with Article XIII (O) and no use by Unit Owners of the Condominium Property shall interfere with same.

L. PHASED CONDOMINIUM. Developer reserves the right to add additional Phases to the Condominium in accordance with Article VIII. However, nothing in Article VIII or anywhere else in this Declaration shall obligate Developer to construct the additional phases or, if constructed to be added to this Condominium if Developer elects not to make this Condominium a phase condominium.

#### ARTICLE XVIII

##### COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Developer, Association and/or other Unit Owners to

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the following relief in addition to the remedies provided by the Condominium Act:

A. NEGLIGENCE. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

B. COSTS AND ATTORNEY'S FEES. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, any exhibit to this Declaration, or any rules or regulations adopted pursuant to any of the foregoing, and all other such documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court including costs and fees on appeal.

C. NO WAIVER OF RIGHTS. The failure of the Developer, Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the rules and regulations shall not constitute a waiver of the right to do so thereafter.

D. ASSOCIATION LIEN. In addition to the lien rights given to the Association for unpaid assessments by the Condominium Act and Article VII(E) hereof, the Association shall have a lien on each Condominium Unit to secure each and every obligation of the owner of each Unit hereunder, together with interest thereon at the maximum rate allowed by law. Such lien shall be foreclosable in the same

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manner as an Article VII(E) lien, shall have the same priorities as an Article VII(E) lien and shall be subject to all other provisions pertaining to Article VII(E) liens.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. PARAMOUNT PROVISIONS. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by this reference and included herein, the provisions of this Declaration and exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the present provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

B. COVENANTS RUN WITH THE LAND. All provisions of this Declaration and exhibits attached hereto, and amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration and exhibits annexed hereto and any amendments thereof.

C. INVALIDITY OF A PART WILL NOT AFFECT THE WHOLE. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws and Articles of Incorporation, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

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D. NOTICES. Whenever notices are required to be sent hereunder, the same may, except when specifically provided otherwise, be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place of residence in the Condominium, unless the Unit Owners have, by written notice duly given, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by hand or by mail to the Secretary of the Association, and in the Secretary's absence, then the President of the Association, and in his absence, any member of the Board of Administration at either the office of the Association in the Condominium, if there be one, or to such person's residence in the Condominium.

Notices to the Developer shall be delivered by hand or mail to 2121 10th Avenue, North, Lake Worth, Florida 33461.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly given. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

The change of the mailing address of any party as specified herein, shall not require an amendment to the Declaration.

E. SINGULAR, PLURAL, GENDER. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

F. CONSTRUCTION OF DECLARATION. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

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G. CAPTIONS. The captions used in this Declaration of Condominium and exhibits annexed hereto, are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto annexed.

H. POSITION OF INSTITUTIONAL FIRST MORTGAGEE. Where an institutional first mortgage, by some circumstances, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless for the purpose of this Declaration and exhibits annexed, be deemed to be an institutional first mortgage and the holder thereof shall be a Mortgagee of Record.

I. EASEMENTS. Each of the following easements is hereby reserved to the Developer, the Association and Unit Owners, as the case may be, and their grantees, successors and assigns, and is a covenant running with the land of the Condominium:

(1) Utility Easements, as may be required for utility services in order to adequately serve the Condominium and to adequately serve lands (other than the Condominium Property) previously, now or hereafter, owned by the Developer which are adjacent to or in the vicinity of the Condominium Property, provided, however, easements through a Unit shall be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

(2) Ingress and Egress Easements, for pedestrian traffic over, through and across sidewalks, paths, walks, lanes, and Common Elements as the same from time to time may exist; and for vehicular traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, but the same shall not give or create in any

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person the right to park upon any portions of the Condominium Property except as otherwise provided herein.

(3) Easement for Encroachments. The owners of the respective Condominium Units agree that if any portion of a Condominium Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium Building or Buildings are partially or totally destroyed and then rebuilt, the owners of the Condominium Parcels agree that encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

(4) Easement to Developer, across all portions of the property for pedestrian and vehicular ingress to and egress from the Community for the purpose of construction, repairs, maintenance and conduct of Developer's sales and/or leasing program. This easement shall be for the benefit of Developer and Developer's guests, licensees, invitees, agents, independent contractors, lessees and employees.

(5) Easement to Association. An easement in favor of the Association for access to and from all portions of the Condominium Property for purposes of maintaining the Condominium Property, making installations, making repairs, landscaping and performance of all other duties and functions which are to be performed by the Association hereunder. This easement shall also be in

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favor of the Association's agents, employees and independent contractors in pursuance of the Association's duties hereunder.

(6) Recreational Easement. In the event the improvements which are contemplated to be built on Phases II and III described in Article VIII do not become a part of this Condominium but rather becomes either one (1) or (2) separate condominiums or rental apartments, then in such case, an easement is hereby reserved for the benefit of the owners and/or users of units in Phases II and III (to a maximum of one hundred sixty (160) units in such Phases) for the perpetual use in, of and to the swimming pool and other recreational areas, if any, which are part of the Common Elements of the Condominium. It is a condition of this easement that owners of the units in Phases II and/or III, as the case may be, shall (individually, through their condominium association or otherwise) share in all costs and expenses of the maintenance, repair, operation and replacement of the swimming pool, pool deck, pool furniture, tennis courts, recreational building and other recreational areas, if any, including, without limitation, all taxes, assessments, public liability insurance premiums, water and electricity, cleaning and janitorial work, repairs and replacements, landscaping, employees' wages and all other functions necessary for the proper maintenance, upkeep and operation of the same. All such cost and expenses shall be prorated between the Condominium and Phases II and III, in the same proportion as the amount of square footage within the Condominium bears to the aggregate square footage

B4066 P1926

within Phases II and III. All such costs and expenses shall be so adjusted and paid monthly.

In the event the owners or occupants or their guests utilize this recreation easement and do not pay their share of such costs and expenses, the Association shall have a lien upon Phases II and III, including each unit therein if either Phase is developed as a condominium or fee simple interests are sold, for such costs and expenses including interest at the highest rate allowed by law, court costs and a reasonable attorney's fee incurred by it in collecting such costs and expenses either in or out of court. The aforesaid lien shall be subordinate to any Mortgagee of Record on Phases II and III and the units therein and may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in the State of Florida and shall have the same priorities and effect under this Declaration as a lien for assessments as provided for in Article VII hereof.

This easement is only for the benefit of Phase II and III as long as owned or developed by Developer or an affiliate of Developer and shall not inure to the benefit of any third party unless specifically assigned to such third party by Developer by instrument recorded in the Palm Beach County Public records. If this easement is not utilized within four (4) years after recordation of this Declaration, it shall be extinguished automatically and shall be null and void.

In the event Phase II or III becomes a part of this Condominium, the easement reserved hereby shall be of no force or effect as to such Phase since the recreation area will be a part of the Common Elements

B4006 P1927

for use by all members of this Condominium, subject, however to the lease, if any, of the restaurant and bar facilities located in the recreation building.

J. PROVISIONS FOR DEVELOPER'S BENEFIT. The Developer and its designees shall have the right in its individual sole discretion, at such time as it desires, to enter on, over and across the Condominium Property, and the further right to use such portion of the Condominium Property for construction purposes, pursuant to this Declaration. The Association has the duty and obligation to maintain all paved areas, landscaping and Common Elements within the Condominium in first-class condition and should said Association fail to do so, the Developer may give the Association written notice detailing same and in the event the Association does not cause the necessary steps to be taken and completed within thirty (30) days after the date said notice is delivered to it, the Developer shall have the right to enter upon the Condominium Property and cause said maintenance, replacement, and/or repair to be made and the Developer shall have a lien upon the Condominium Property, including each Condominium Unit, for the reasonable costs thereof including interest at the highest rate allowed by law and court costs and a reasonable attorney's fee incurred by it in collecting the funds expended by it either in or out of court. The aforesaid lien may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in the State of Florida and shall have the same priorities and effect under this Declaration as a lien for assessments as provided for in Article VII hereof. Where the Association fails to maintain, replace, and repair, as hereinbefore provided, and an emergency situation exists, the Developer may immediately enter upon the Condominium Property and cause said repair, maintenance, or replacement to be made forthwith and the Developer shall have a lien upon the Condominium Property and the Condominium Units contained therein in the same manner and in the amount as hereinbefore provided, which shall also be enforceable as hereinbefore provided. The Devel-

B4066 P1928

oper's rights to enter and cause maintenance, replacement and/or repairs to be made pursuant to this paragraph J shall terminate the earlier of the sale by the Developer of all unsold Units in the Condominium or five (5) years from the date of recording this Declaration. Nothing herein contained shall obligate the Developer to cause any such maintenance, replacements and/or repairs to be made.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

SHELTER ENTERPRISES, INC., a Florida corporation

BY: [Signature]  
LENNARD J. KLIGLER, President

ATTEST: [Signature]  
Asst. Secretary  
(Corporate Seal)



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

Before me personally appeared LENNARD J. KLIGLER and Duan Vego to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Asst. Secretary, respectively, of the above named, SHELTER ENTERPRISES, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively of said Corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and seal this 19th day of October, 1983

[Signature]  
Notary Public, State of  
Florida at Large

My Commission expires: 10/23/85



B4066 P1929

Prepared By:  
DEAN VEGOSEN, ESQ.  
Lewis, Vegosen & Rosenbach, P.A.  
251 Royal Palm Way  
Palm Beach, Florida 33480

AGREEMENT OF MORTGAGEE

SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, with an address at 6801 Lake Worth Road, Lake Worth, Florida, herein called the Mortgagee, the owner and holder of a mortgage upon the lands in Palm Beach County, Florida described in the Declaration of Condominium of ABBEY PARK GARDENS I, a Condominium, to which this Agreement is attached, which mortgage is recorded in Official Record Book 3902, Page 1578, public records of Palm Beach County, Florida, hereby ~~consents~~ <sup>consents</sup> ~~subordinate~~ <sup>subordinates</sup> ~~the mortgage interest~~ to the making, execution and recordation of the Declaration of Condominium of ABBEY PARK GARDENS I, a Condominium, to which this Agreement is affixed. This Agreement is given pursuant to and in order to comply with the terms and provisions of the Condominium Act of the State of Florida as contained in Chapter 718 of the Florida Statutes, and for the purpose of agreeing that the lien of its mortgage shall be upon the following described property in Palm Beach County, Florida:

All of the units of ABBEY PARK GARDENS I, a Condominium, according to the Declaration of Condominium thereof, TOGETHER WITH all of the appurtenances to the units, including but not limited to, all of the undivided shares in Common Elements.

IN WITNESS WHEREOF, the undersigned has caused this Agreement of Mortgagee to be executed by its duly authorized officers this 17 day of October, 1983.

Signed, sealed and delivered in the presence of:

SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA

By [Signature]  
President

Attest [Signature]  
Secretary  
(Seal)

[Signature]  
[Signature]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

Before me personally appeared ROBERT C. JACOBY and DAVID L. DEVANEY to me well known and known to me to be the individuals described in and who executed the foregoing instrument on behalf of the above named SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, and severally acknowledged to and before me that they executed such an instrument as such President and Secretary, respectively of said Corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 17th day of October, 1983.

[Signature]  
Notary Public  
State of Florida  
At Large  
STATE OF FLORIDA

My commission expires: March 22, 1987

B4066 P1930

B4066 P1931

# ABBAY PARK GARDENS I, A CONDOMINIUM

This is not

### NOTES


1. PORTIONS OF ABBAY PARK GARDENS I ARE BEING SUBMITTED TO THE CONDOMINIUM ACT BY THIS DECLARATION OF CONDOMINIUM. ACCORDINGLY, DIMENSIONS AND LOCATIONS OF IMPROVEMENTS ARE GIVEN ON AN "AS-BUILT" BASIS.
2. THE ELEVATION OF THE BENCHMARK, FLOOR, AND CEILING ARE N.C. & V. DATUM (0.00 M.S.L.) AND ARE EXPRESSED IN FEET.
3. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90° UNLESS OTHERWISE NOTED.
4. ALL WALL THICKNESSES ARE 0.8 FEET UNLESS OTHERWISE INDICATED.
5. LEGEND . . . . .
  - " ——— " -- DENOTES THE BOUNDARY OF CONDOMINIUM UNIT
  - " ——— " -- INDICATES A COMMON ELEMENT
  - "  " -- INDICATES A LIMITED COMMON ELEMENT
6. ALL IMPROVEMENTS SHOWN HEREON ARE EITHER ONE OR TWO STORIES IN HEIGHT.

EXHIBIT "A"

SHEET 1 OF 20

REGISTERED PROFESSIONAL ARCHITECTS INC.

**BENCH MARK**  
Real engineering and mapping, Inc.

B4066 P1832

**ABBAY PARK GARDENS I,**  
**A CONDOMINIUM**

DESCRIPTION OF LAND BEING SUBMITTED TO OWNERSHIP AS PHASE I.

ALL OF THE PLAT OF ABBAY PARK PLAT NO. 2 ACCORDING  
TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45  
ON PAGES 136-137 OF THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA.  
CONTAINING 6.819 ACRES MORE OR LESS.

This is not a legal document

EXHIBIT "A"

SHEET 2 OF 20

CONFORMS TO THE REQUIREMENTS OF THE FLORIDA CONSTITUTION AND STATUTES

**BENCH MARK**

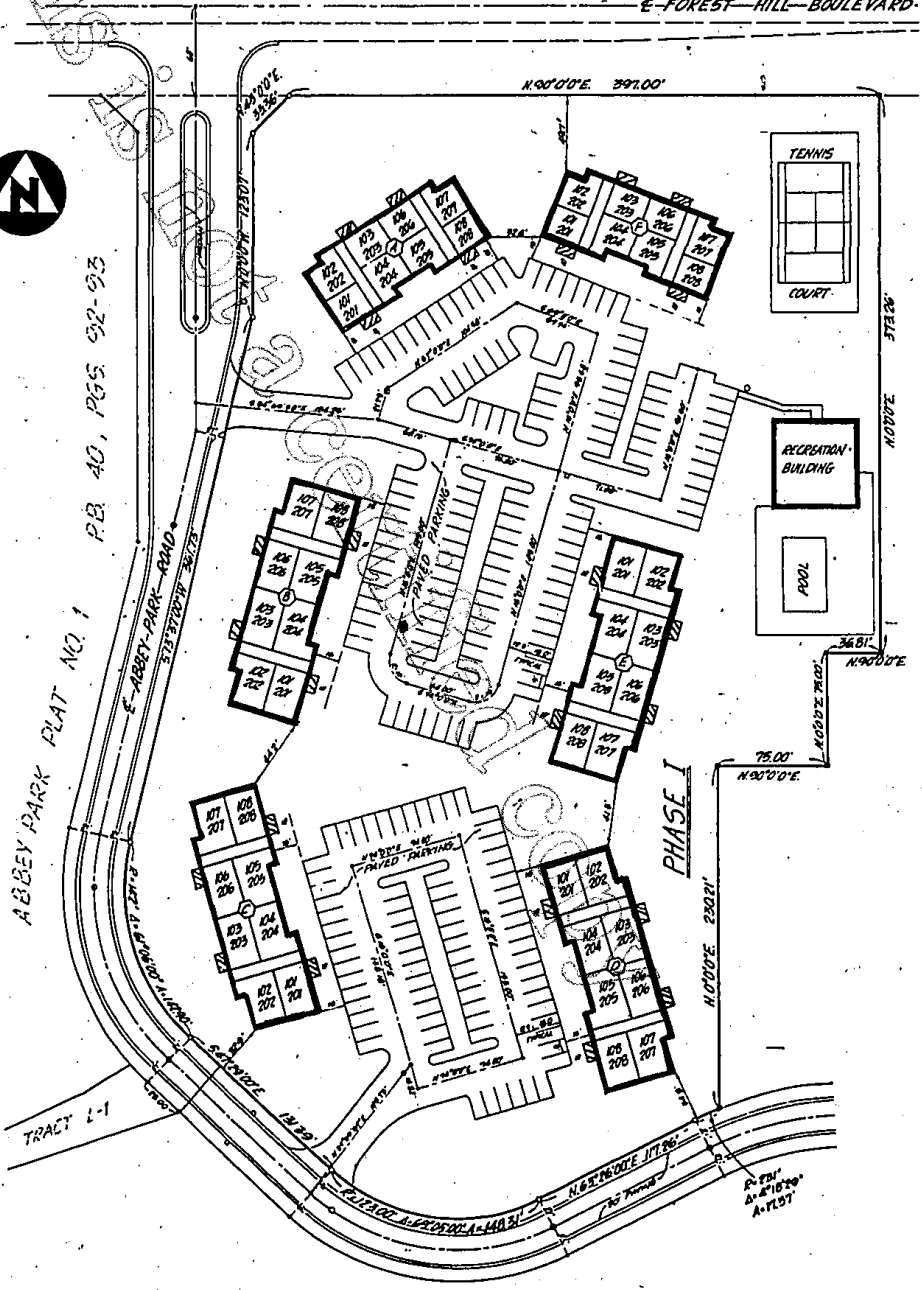
Land surveying and mapping, Inc.



B4066 P1933

# ABBAY PARK GARDENS I, A CONDOMINIUM

**SURVEY PHASE I**



### NOTES

1. All buildings containing units are two (2) stories and the Recreational Building is one (1) story.
2. Forest Hill Boulevard and Abbey Park Road are dedicated streets.

NOTE: THE TENNIS COURTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"  
SHEETS OF 20



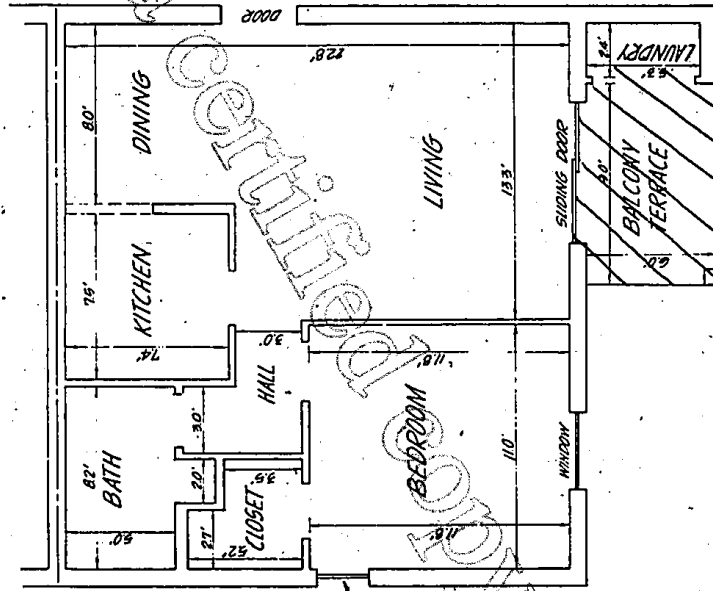
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



B4006 P1934

# ABBAY PARK GARDENS I, A CONDOMINIUM

UNITS 101A, 103A, 105A, 107A, 201A, 203A, 205A, 207A, 101F, 103F, 105F, 107F, 201F, 203F, 205F, 207F



WINDOW AVAILABLE  
ON END UNITS ONLY \*

\*UNITS 101A, 107A, 201A, 207A,  
101F, 107F, 201F, 207F

GRAPHIC SCALE



### NOTES:

- 1) ONE BEDROOM APARTMENT BUILDING IS COMPARED SOLELY OF TYPICAL ONE BEDROOM APARTMENT PROTOTYPE APPEARING REVERSED AND OPPOSITE HAND IN SOME INSTANCES. (SHOWN ON SEPARATE SHEET)

EXHIBIT "A"

SHEET 4 OF 20

BENCH MARK  
and  
leveling and mapping, inc.

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED

B4066 P1935

# ABBEY PARK GARDENS I, A CONDOMINIUM

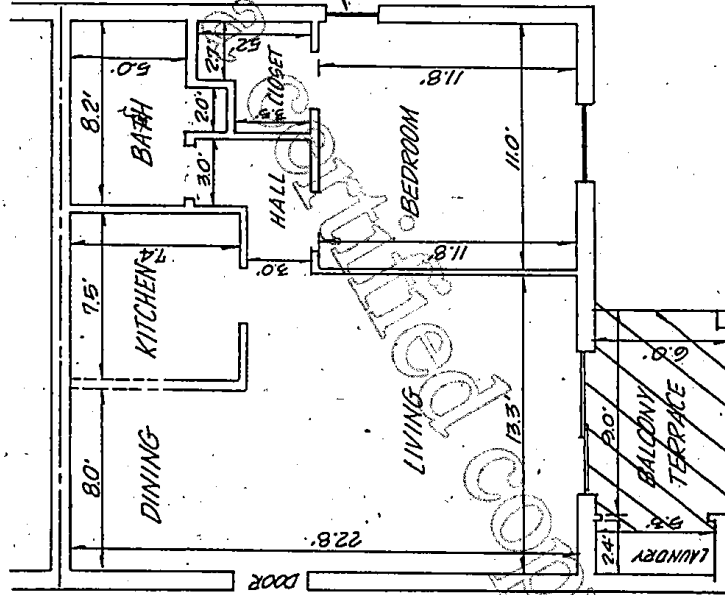
UNITS 102A, 104A, 106A, 108A, 202A, 204A, 206A, 208A, 102F, 104F, 106F, 108F, 202F, 204F, 206F, 208F

GRAPHIC SCALE



**NOTES:**

1) ONE BEDROOM APARTMENT BUILDING IS COMPRISED SOLELY OF TYPICAL ONE BEDROOM APARTMENT PROTOTYPE APPEARING REVERSED AND OPPOSITE HAND IN SOME INSTANCES. (SHOWN ON SEPARATE SHEET)



WINDOW AVAILABLE ON  
END UNITS ONLY\*

\*UNITS 102A, 108A, 202A, 208A,  
102F, 108F, 202F, 208F

This is NOT

EXHIBIT "A"  
SHEETS OF 20



ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

B4066 P1936

# ABBEY PARK GARDENS I, A CONDOMINIUM

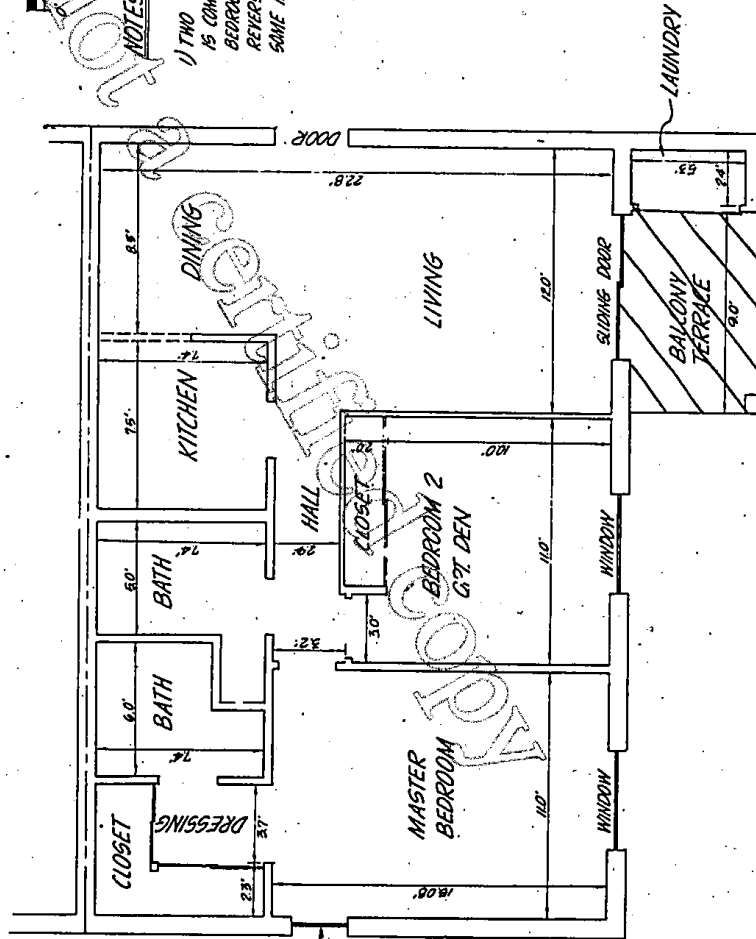
UNITS 101B, 103B, 105B, 107B, 201B, 203B, 205B, 207B,  
101C, 103C, 105C, 107C, 201C, 203C, 205C, 207C,  
101D, 103D, 105D, 107D, 201D, 203D, 205D, 207D,  
101E, 103E, 105E, 107E, 201E, 203E, 205E, 207E.

GRAPHIC SCALE



### NOTES:

1) TWO BEDROOM APARTMENT BUILDING IS COMPOSED SOLELY OF TYPICAL TWO BEDROOM APARTMENT PROTOTYPE APPEARING REVERSED AND OPPOSITE HAND-IN-SOME INSTANCES. (SHOWN ON SEPARATE SHEET)



WINDOW AVAILABLE ON END UNITS ONLY

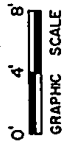
UNITS 101B, 107B, 201B, 207B,  
101C, 107C, 201C, 207C,  
101D, 107D, 201D, 207D,  
101E, 107E, 201E, 207E

EXHIBIT "A"  
SHEETS 6 OF 20

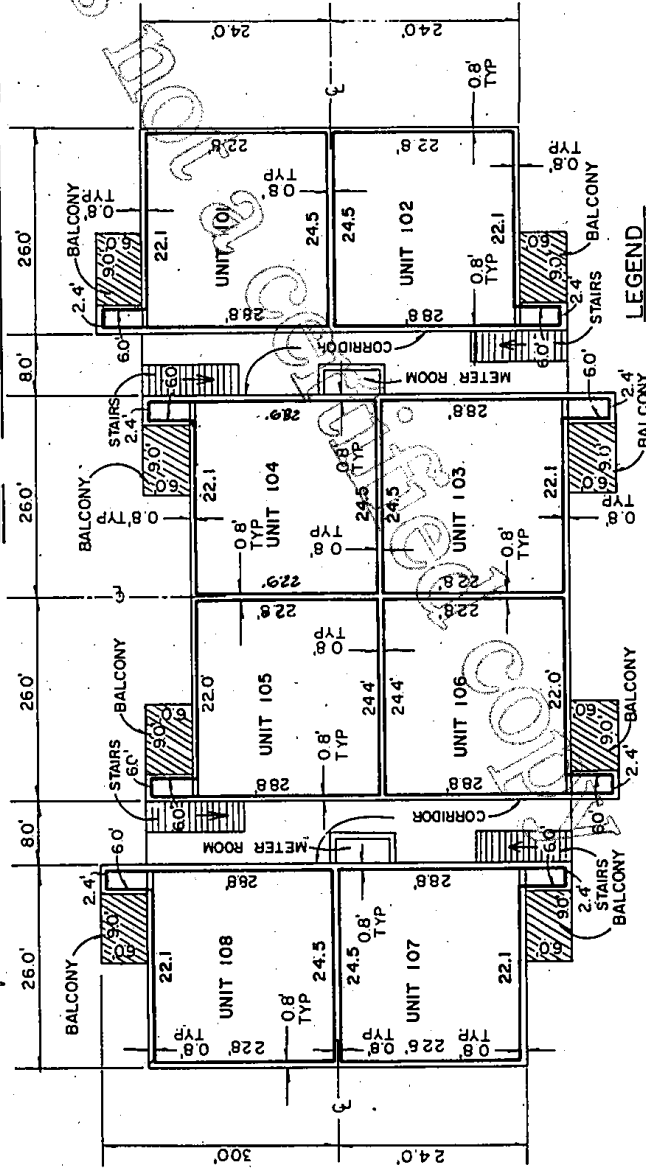
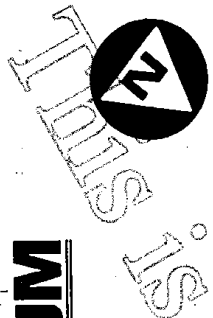
BENCH MARK  
BENCH MARK  
BENCH MARK



84066 P1938



# ABBNEY PARK GARDENS I, A CONDOMINIUM



### LEGEND

- ..... DENOTES THE BOUDARY OF CONDOMINIUM UNIT.
- ..... DENOTES COMMON ELEMENT.
- ..... DENOTES LIMITED COMMON ELEMENT.

## BUILDING "A", FIRST FLOOR

FLOOR ELEVATION: +200'

CEILING ELEVATION: +221'

EXHIBIT "A"  
SHEET 8 OF 20

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

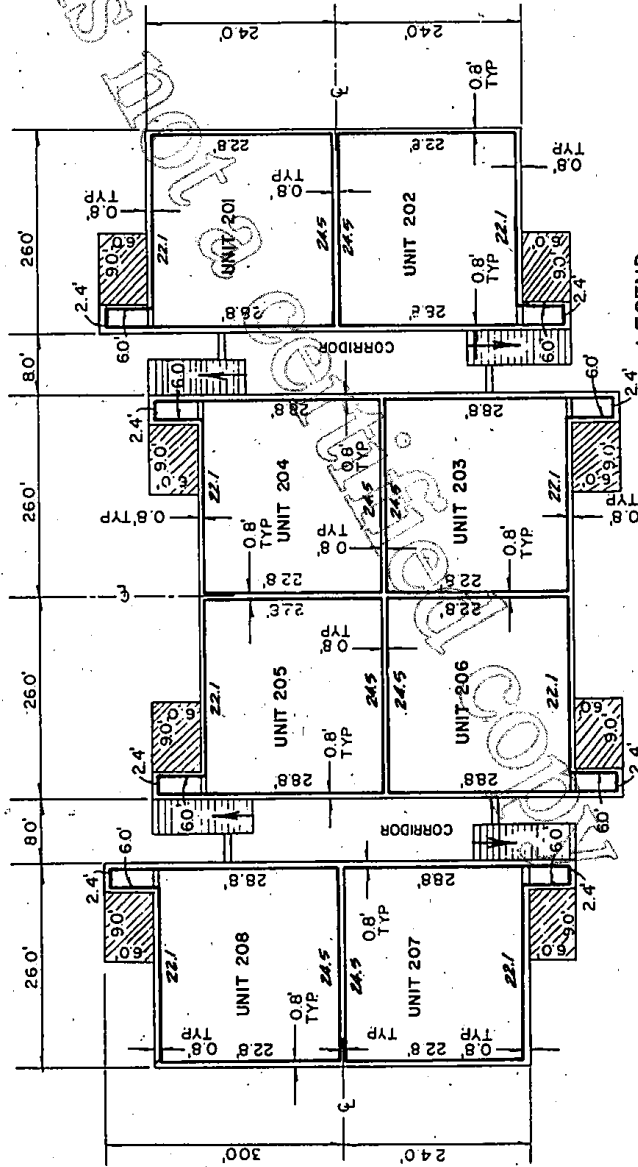
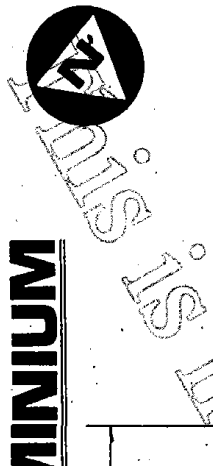


AMENDED 06 OCTOBER 1983

B4066 P1939



# ABBEY PARK GARDENS I, A CONDOMINIUM



### LEGEND

- ..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.
- ..... DENOTES COMMON ELEMENT.
- ..... DENOTES LIMITED COMMON ELEMENT.

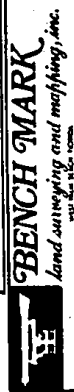
## BUILDING "A", SECOND FLOOR

FLOOR ELEVATION: +300'

CEILING ELEVATION: +38.1'

EXHIBIT "A"  
SHEET 9 OF 20

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
P.O. BOX 10000, WASHINGTON, D.C. 20008

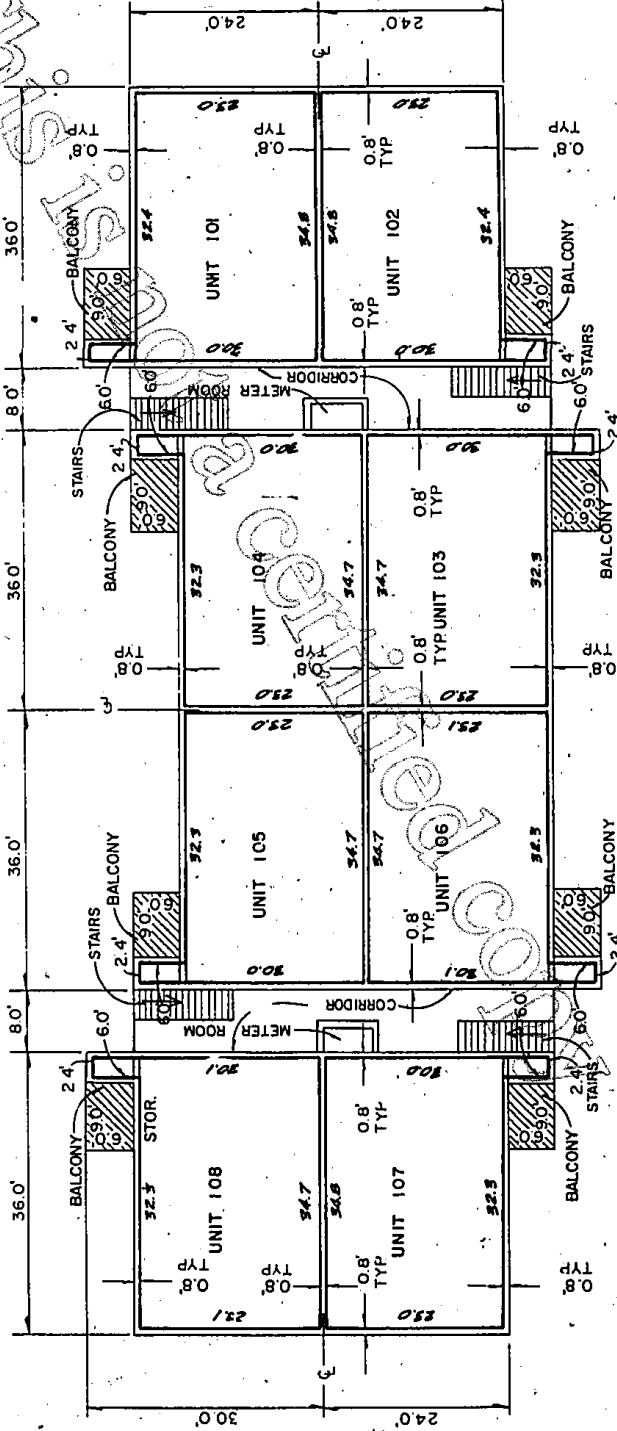


REVISED 06 OCTOBER 1983

B4066 P1940

0' 4' 8'  
GRAPHIC SCALE

# ABBEY PARK GARDENS I, A CONDOMINIUM



### LEGEND

- ..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.
- ..... DENOTES COMMON ELEMENT.
- ..... DENOTES LIMITED COMMON ELEMENT.

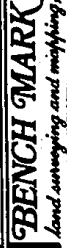
## BUILDING "B", FIRST FLOOR

FLOOR ELEVATION: +20.0'

CEILING ELEVATION: +28.1'

EXHIBIT "A"  
SHEET 10 OF 20

COMPILED BY: SCHAEFER CONSULTING ENGINEERS, INC.  
FULLY REGISTERED ENGINEER, FLORIDA

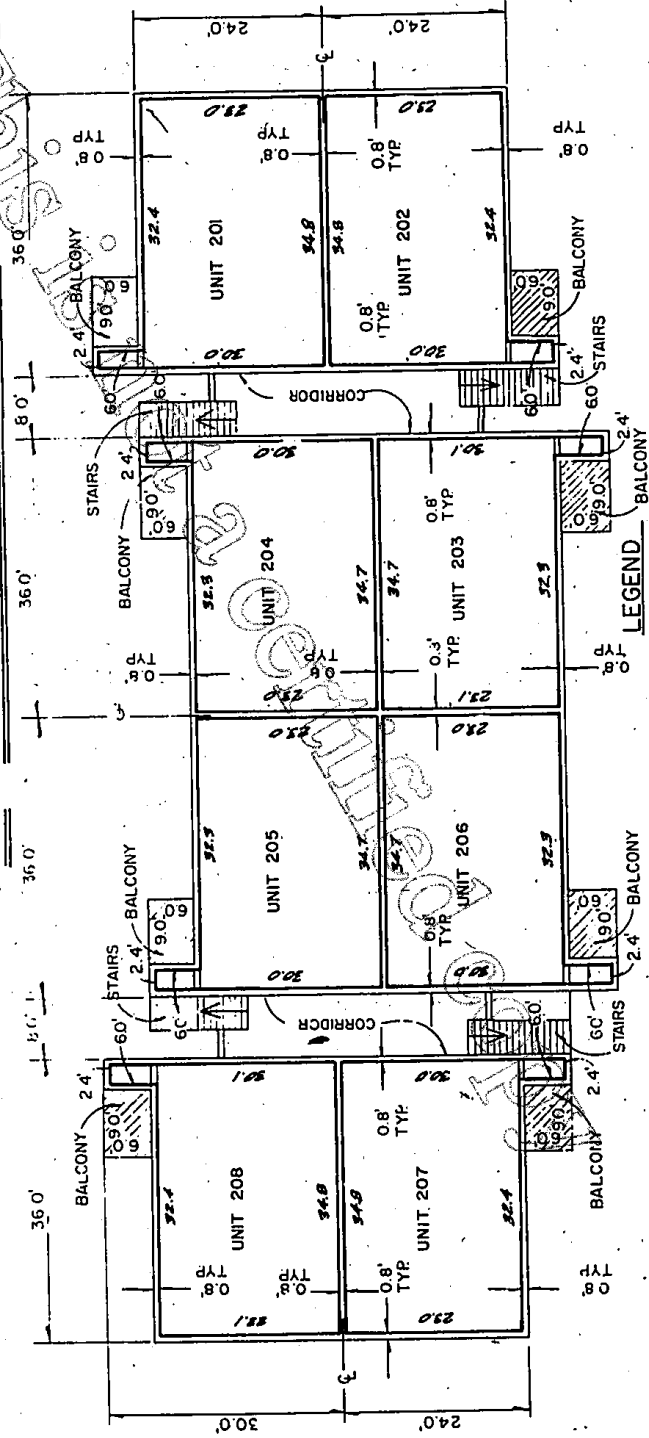


AMENDED 06 OCTOBER 1983

B4066 P1941



# ABBEY PARK GARDENS I, A CONDOMINIUM



..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.  
 \_\_\_\_\_ DENOTES COMMON ELEMENT.  
 [Hatched Area] DENOTES LIMITED COMMON ELEMENT.

## BUILDING "B", SECOND FLOOR

FLOOR ELEVATION: +300'

CEILING ELEVATION: +331'

EXHIBIT "A"  
SHEET 11 OF 20

CONSULT TO: MICHAEL P. COMBES, P.E. ARCHITECT, INC.  
1401 W. 15th St., Ft. Lauderdale, FL 33304



**BENCH MARK**  
Land Surveying and Mapping, Inc.  
401 W. 15th St., Ft. Lauderdale, FL 33304

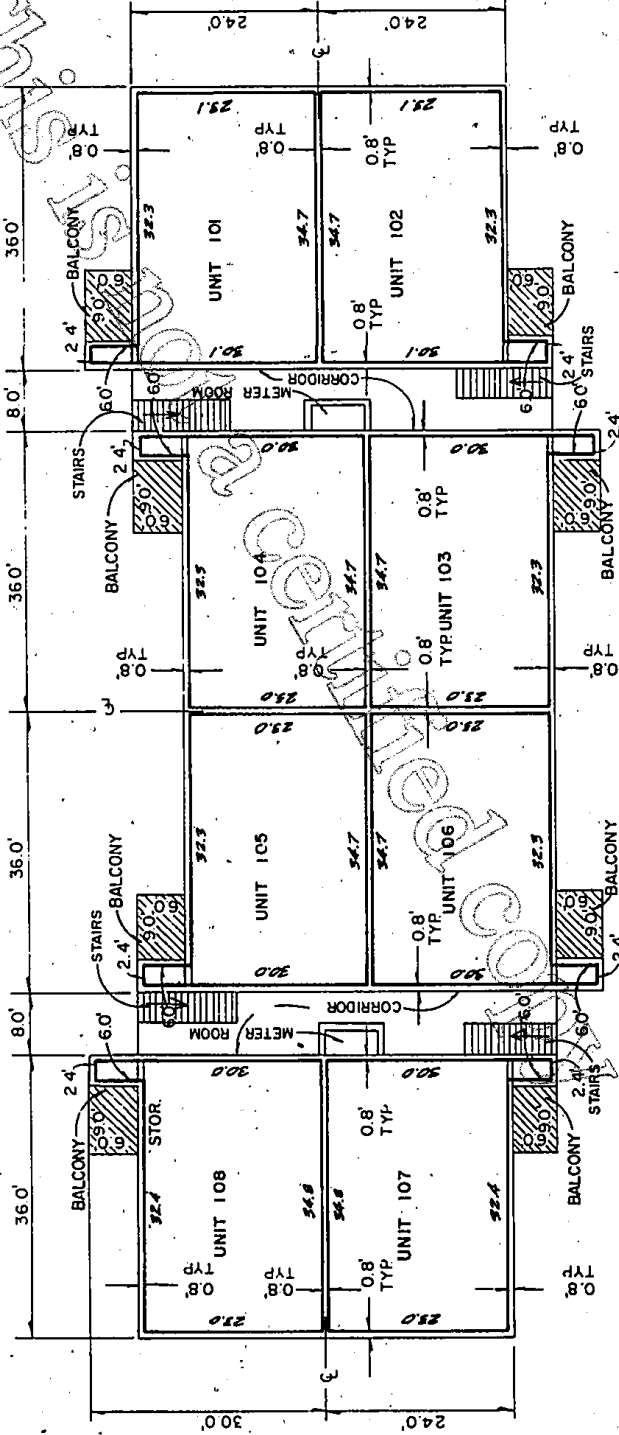
AMENDED 06 OCTOBER 1983



B4066 P1942



# ABBEY PARK GARDENS I, A CONDOMINIUM



### LEGEND

..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.

..... DENOTES COMMON ELEMENT.

..... DENOTES LIMITED COMMON ELEMENT.

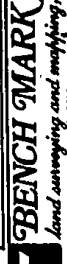
## BUILDING "C", FIRST FLOOR

FLOOR ELEVATION: +20.0'

CEILING ELEVATION: +22.1'

EXHIBIT "A"  
SHEET 12 OF 20

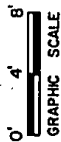
CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA



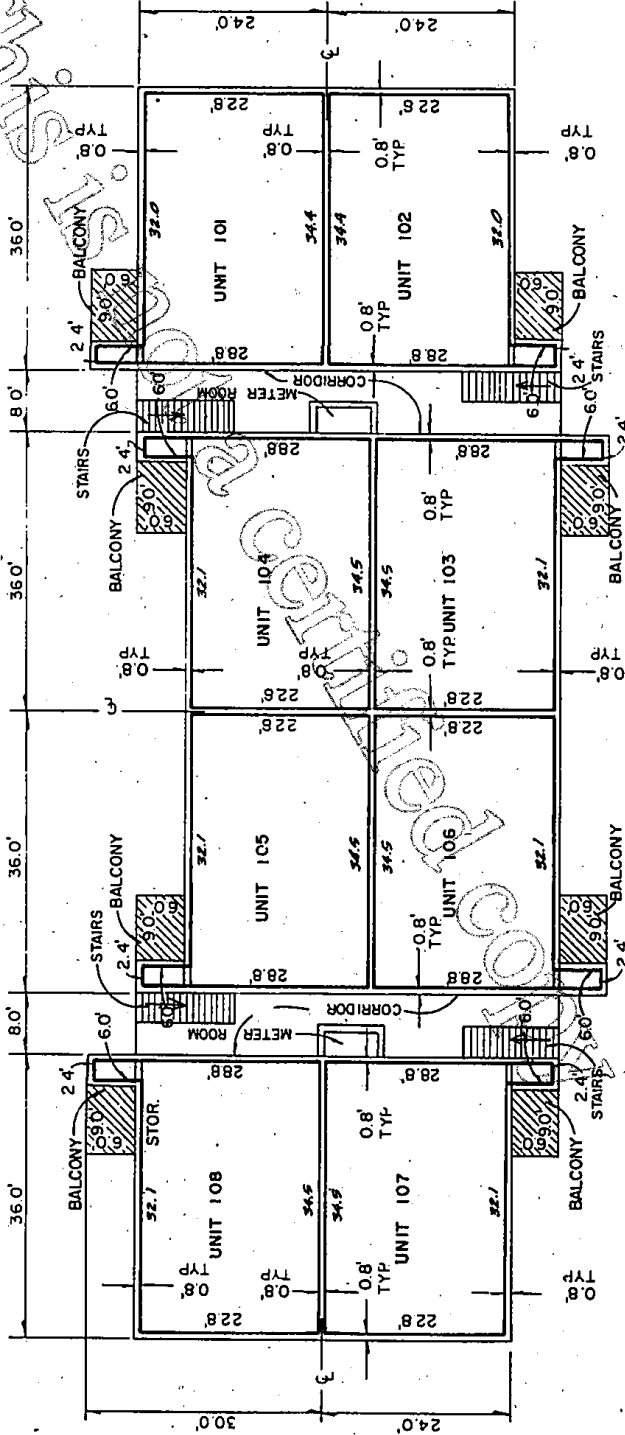
AMENDED 06 OCTOBER 1983



B4066 P1944



# ABBAY PARK GARDENS I, A CONDOMINIUM



### LEGEND

- ..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.
- ..... DENOTES COMMON ELEMENT.
- ////// DENOTES LIMITED COMMON ELEMENT.

## BUILDING "D", FIRST FLOOR

FLOOR ELEVATION: +220'

CEILING ELEVATION: +28.1'

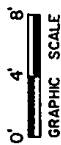
EXHIBIT "A"  
SHEET 14 OF 20

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA

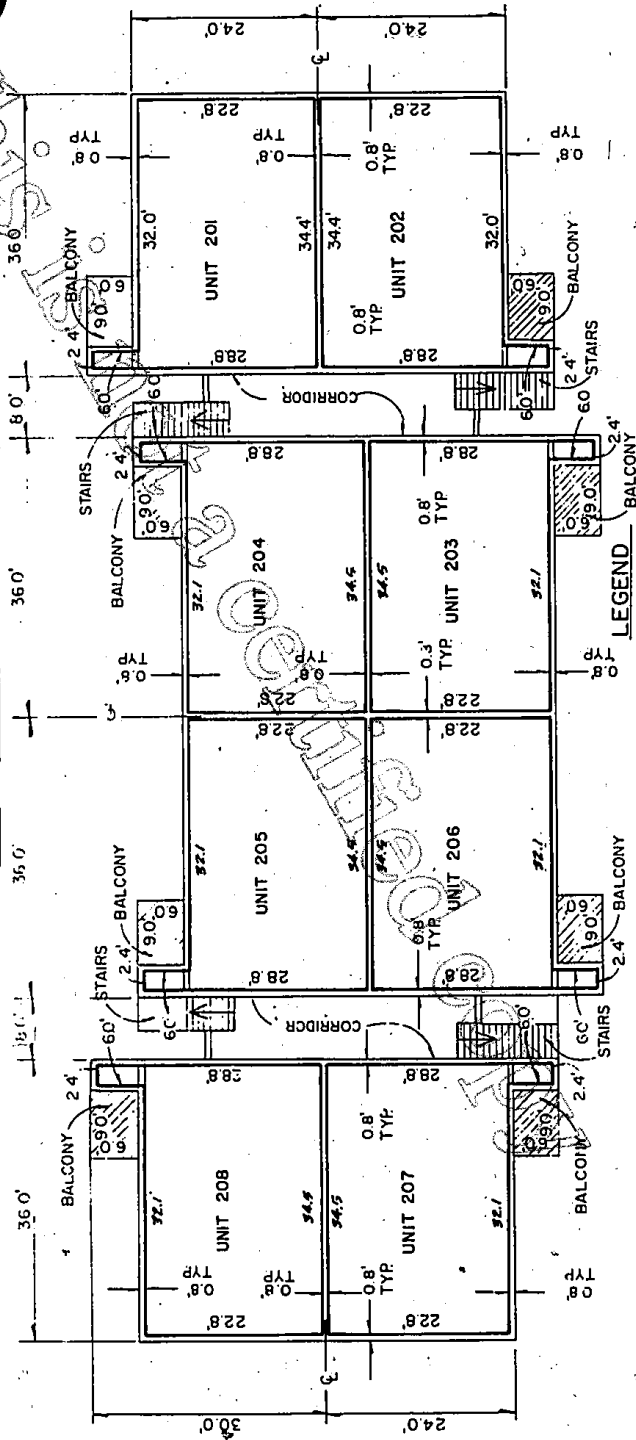


AMENDED 05 OCTOBER 1983

B4066 P1945



# ABBAY PARK GARDENS I, A CONDOMINIUM



..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.

..... DENOTES COMMON ELEMENT.

..... DENOTES LIMITED COMMON ELEMENT.

## BUILDING "D", SECOND FLOOR

FLOOR ELEVATION: +30.0'

CEILING ELEVATION: +38.1'

EXHIBIT "D"  
SHEET 15 OF 20

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
P.O. BOX 10000, HOUSTON, TEXAS 77255

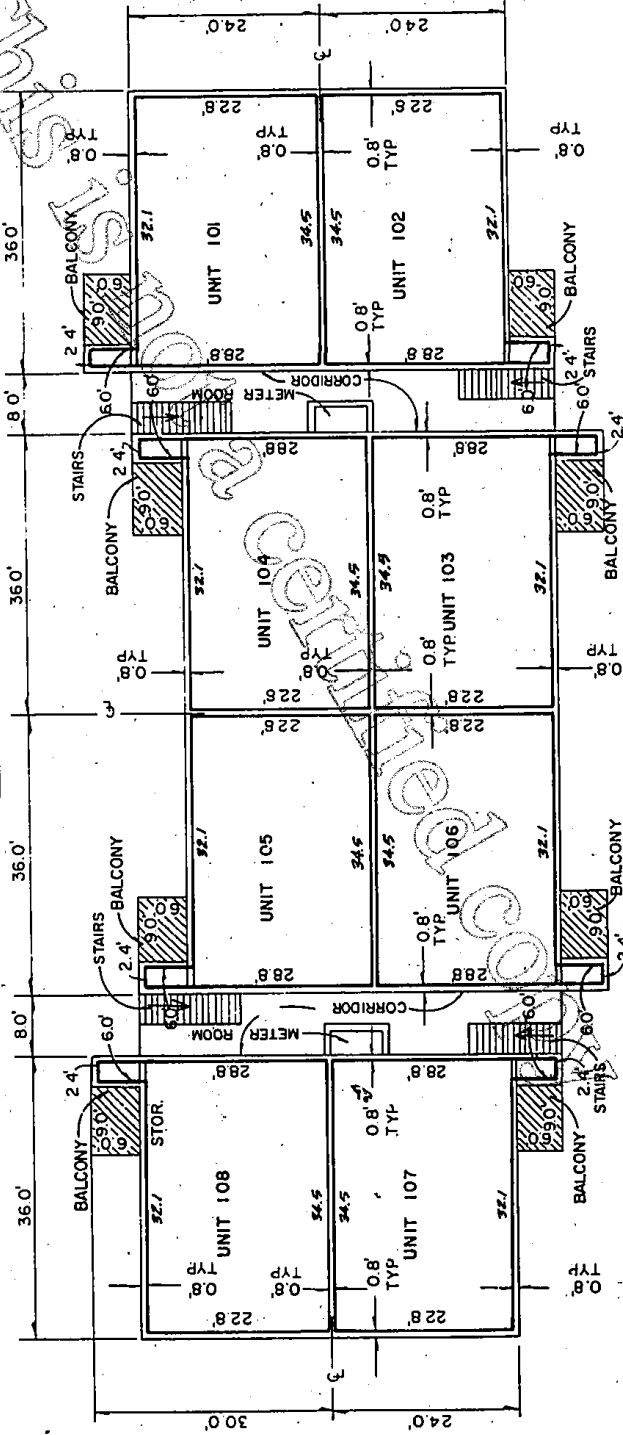


AMENDED 06 OCTOBER 1983

B4086 P1946

0' 4' 8'  
GRAPHIC SCALE

# ABBAY PARK GARDENS I, A CONDOMINIUM



### LEGEND

..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.

BUILDING "E", FIRST FLOOR

FLOOR ELEVATION: +200'

CEILING ELEVATION: +20.1'

..... DENOTES COMMON ELEMENT.

..... DENOTES LIMITED COMMON ELEMENT.

EXHIBIT "A"  
SHEET 16 OF 20

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
1445 BIRCHMOUNT AVENUE



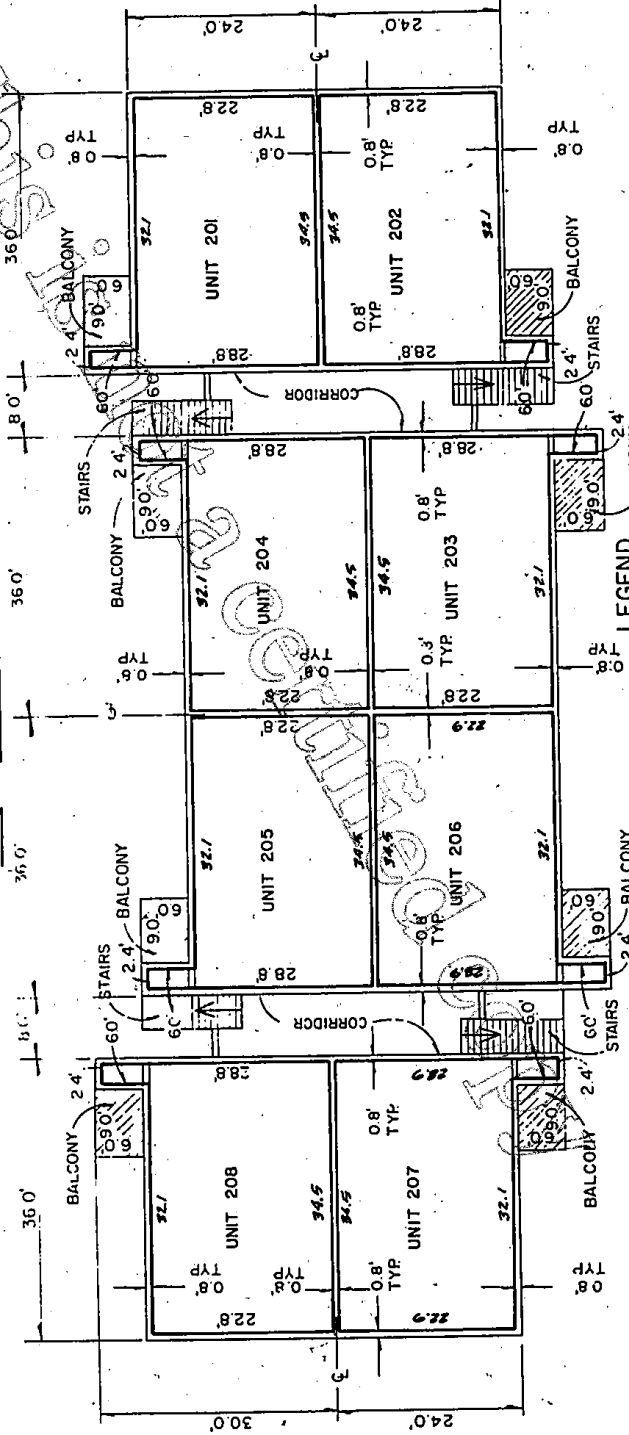
AMENDED 06 OCTOBER 1983

B4066 P1947



# ABBAY PARK GARDENS I, A CONDOMINIUM

0' 4' 8'  
GRAPHIC SCALE



## BUILDING "E", SECOND FLOOR

FLOOR ELEVATION: +300'

CEILING ELEVATION: +32.1'

EXHIBIT "A"  
SHEET 1 OF 20

CONSULT W. SOCIAL ENGINEERS, CONSULTING ENGINEERS, INC.  
P.O. BOX 1000, FARMINGTON, CT 06030



**BENCH MARK**  
land surveying and mapping, inc.  
1000 W. MAIN ST., SUITE 100  
MIDDLETOWN, CT 06450

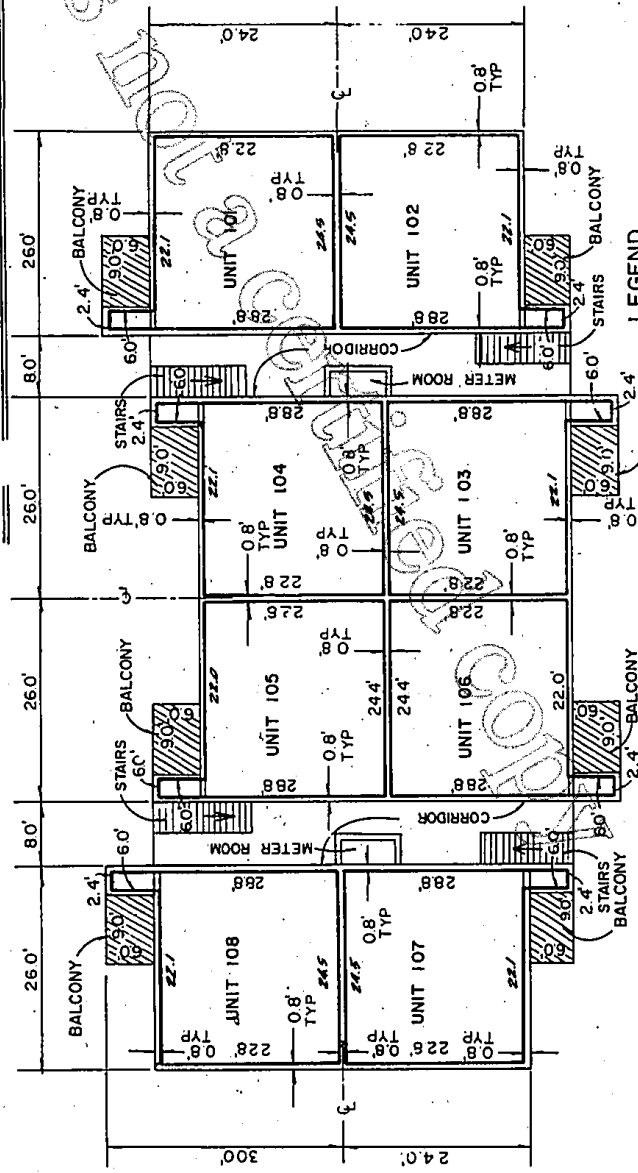
AMENDED 06 OCTOBER 1983

B4066 P1948

0' 4' 8'  
GRAPHIC SCALE

# ABBEY PARK GARDENS I, A CONDOMINIUM

This is not a contract



LEGEND

- ..... DENOTES THE BOUNDARY OF CONDOMINIUM UNIT.
- ..... DENOTES COMMON ELEMENT.
- ..... DENOTES LIMITED COMMON ELEMENT.

## BUILDING "F", FIRST FLOOR

FLOOR ELEVATION: +20.0'

CEILING ELEVATION: +28.1'

EXHIBIT "A"  
SHEET 18 OF 20

CONRAD W. SCHLEIFER CONSULTING ENGINEERS, INC.  
P.O. BOX 1000, WASHINGTON, D.C. 20004

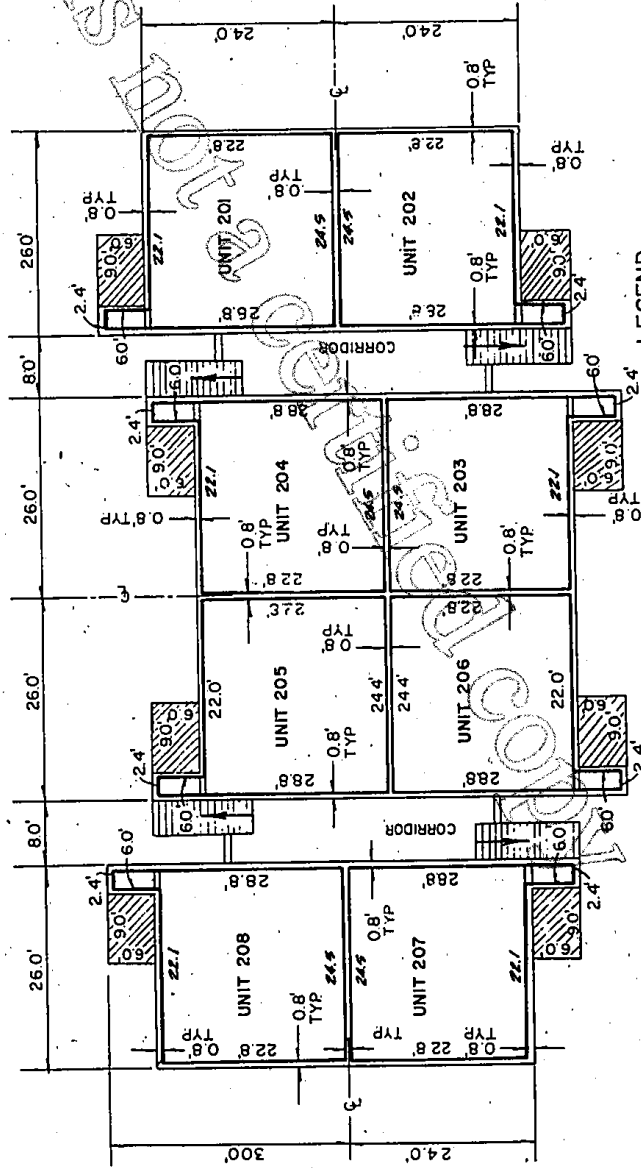


AMENDED 06 OCTOBER 1983

B4066 P1949

# ABBAY PARK GARDENS I, A CONDOMINIUM

0' 4' 8'  
GRAPHIC SCALE



### LEGEND

..... DENOTES THE BOUDARY OF CONDOMINIUM UNIT.

..... DENOTES COMMON ELEMENT.

..... DENOTES LIMITED COMMON ELEMENT.



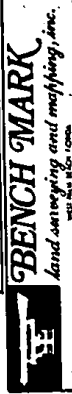
## BUILDING "F", SECOND FLOOR

FLOOR ELEVATION: +30.0'

CEILING ELEVATION: +38.1'

EXHIBIT "A"  
SHEET 19 OF 20

CONRAD W. SCHAEFER CONSULTING ENGINEERS, INC.  
PALM BEACH COUNTY, FLORIDA



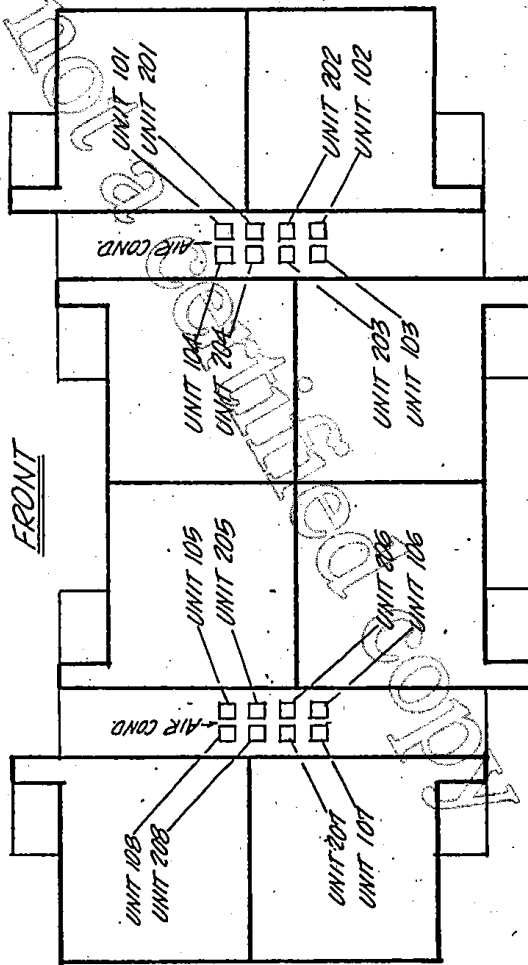
AMENDED 06 OCTOBER 1983



B4066 P1950

# ABBAY PARK GARDENS I, A CONDOMINIUM

AIR CONDITIONER LOCATION FOR EACH UNIT.



TYPICAL 1 OR 2 BEDROOM  
BUILDING

NOTE: AIR CONDITIONERS WILL  
BE LOCATED ON THE ROOF  
ABOVE CORRIDORS IN THE  
AREA SHOWN.

EXHIBIT "A"

SHEET 20 OF 20

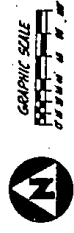
COMPLEX OF MULTIPLE CONDOMINIUMS



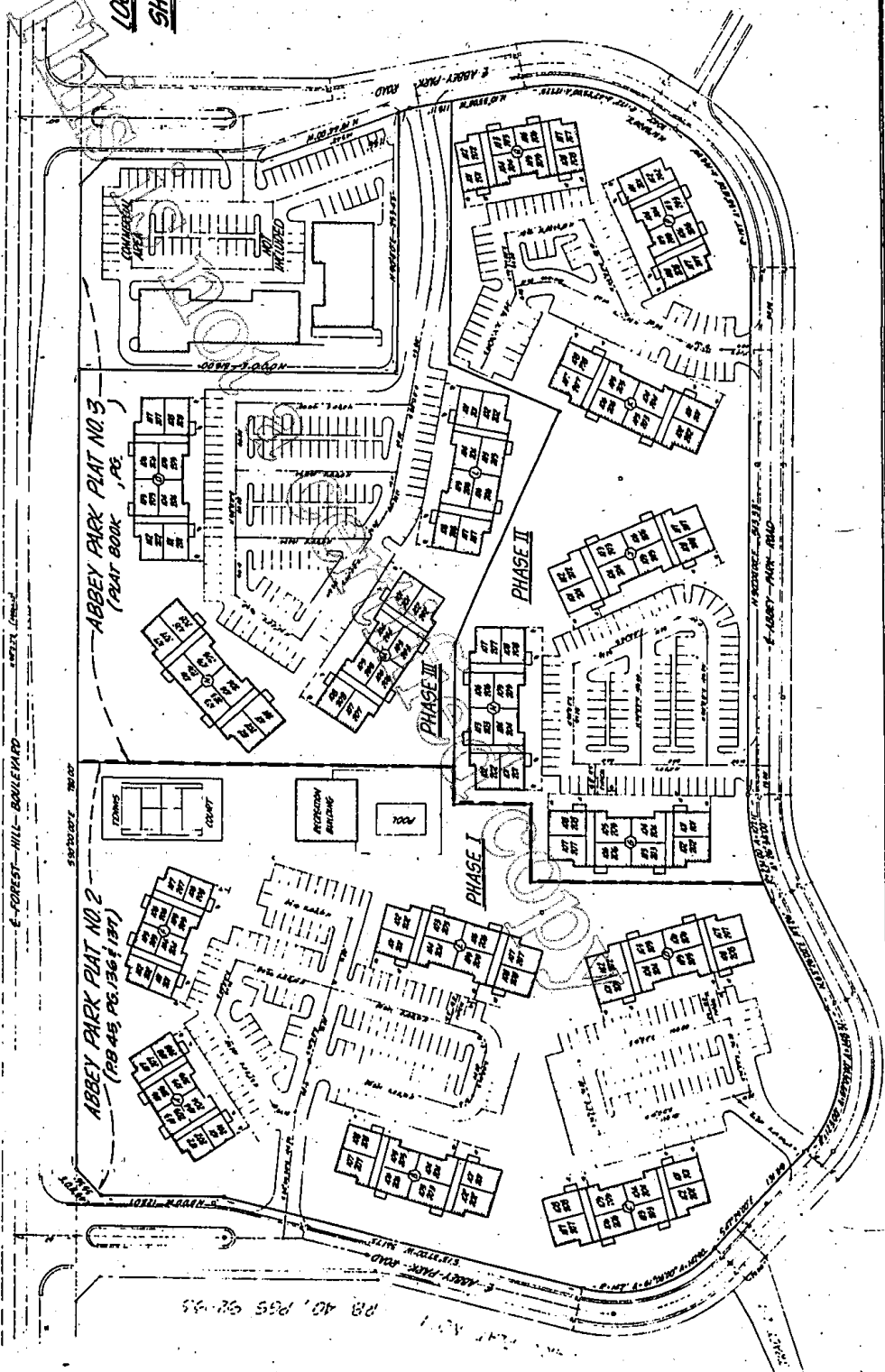
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

B4066 P1951

# ABBAY PARK GARDEN CONDOMINIUM, A CONDOMINIUM



**LOCATION MAP  
SHOWING PHASES**



SHEET 1 OF 1

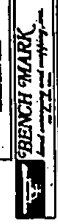


EXHIBIT "A-2"

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

*This is a*  
**BENCH MARK**   
*land surveying and mapping, inc.*

P3500  
10-20-83

LEGAL DESCRIPTION FOR ABBEY PARK  
GARDENS CONDOMINIUM PHASE II

A PARCEL OF LAND LYING IN THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ABBEY PARK PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 136 AND 137, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA;

THENCE, SOUTH 00°00'00" EAST, ALONG THE EASTERLY BOUNDARY OF SAID ABBEY PARK PLAT NO. 2, A DISTANCE OF 373.26 FEET FOR A POINT OF BEGINNING; THENCE, NORTH 90°00'00" WEST, CONTINUING ALONG THE BOUNDARY OF SAID ABBEY PARK PLAT NO. 2, A DISTANCE OF 36.81 FEET; THENCE, SOUTH 00°00'00" EAST, CONTINUING ALONG THE BOUNDARY OF SAID ABBEY PARK PLAT NO. 2, A DISTANCE OF 75.00 FEET; THENCE, NORTH 90°00'00" WEST, CONTINUING ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 75.00 FEET; THENCE, SOUTH 00°00'00" EAST, CONTINUING ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 230.21 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND WHOSE RADIUS BEARS SOUTH 22°15'31" EAST; THENCE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'31", A DISTANCE OF 89.74 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 513.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 157.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°10'00", A DISTANCE OF 159.39 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 31°50'00" EAST, A DISTANCE OF 30.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 172.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°23'00", A DISTANCE OF 127.24 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 10°33'00" WEST, A DISTANCE OF 73.27 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 254.49 FEET; THENCE, SOUTH 24°00'00" WEST, A DISTANCE OF 116.96 FEET; THENCE, NORTH 66°00'00" WEST, A DISTANCE OF 247.31 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING 4.548 ACRES.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT "A-3"

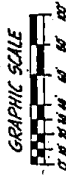
SHEET 1 of 1

84066 P1952

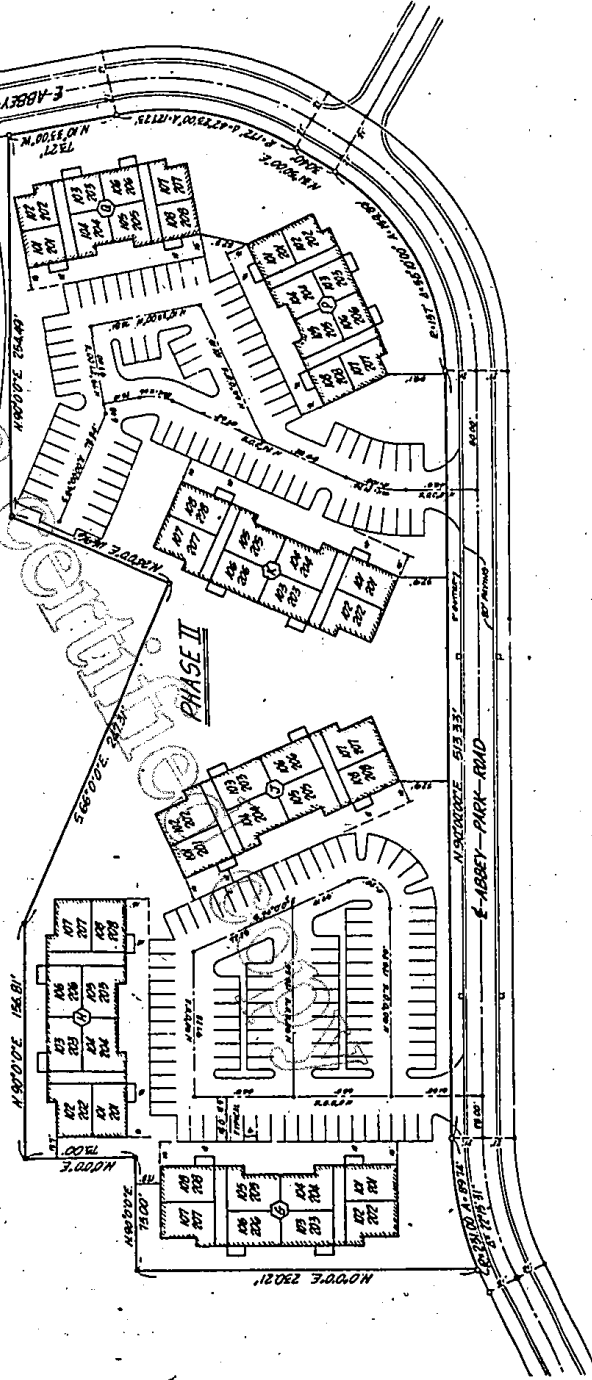
B4066 P1953

# ABBAY PARK GARDENS I, A CONDOMINIUM

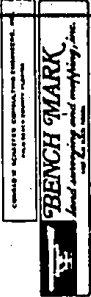
SURVEY PHASE II



This is not a legal document



SHEET 1 OF 1



ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A-4"

*This is a Pilot*

**BENCH MARK**   
*land surveying and mapping, inc.*

P3500  
10-20-83

LEGAL DESCRIPTION FOR ABBEY PARK  
GARDENS CONDOMINIUM PHASE III

A PARCEL OF LAND LYING IN THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF ABBEY PARK PLAT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 136 AND 137, PUBLIC RECORDS, PALM BEACH COUNTY FLORIDA.

THENCE, NORTH 90°00'00" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST HILL BOULEVARD, A DISTANCE OF 383.00 FEET;  
THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 315.00 FEET;  
THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 253.43 FEET;  
THENCE, SOUTH 19°44'00" EAST, A DISTANCE OF 11.55 FEET;  
THENCE, SOUTH 10°33'00" EAST, A DISTANCE OF 41.84 FEET;  
THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 254.49 FEET;  
THENCE, SOUTH 24°00'00" WEST, A DISTANCE OF 116.96 FEET;  
THENCE, NORTH 66°00'00" WEST, A DISTANCE OF 247.31 FEET;  
THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 120.00 FEET;  
THENCE, NORTH 00°00'00" EAST ALONG THE EASTERLY BOUNDARY OF SAID ABBEY PARK PLAT NO. 2, A DISTANCE OF 373.26 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING 3.906 ACRES.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

B4066 PJ954

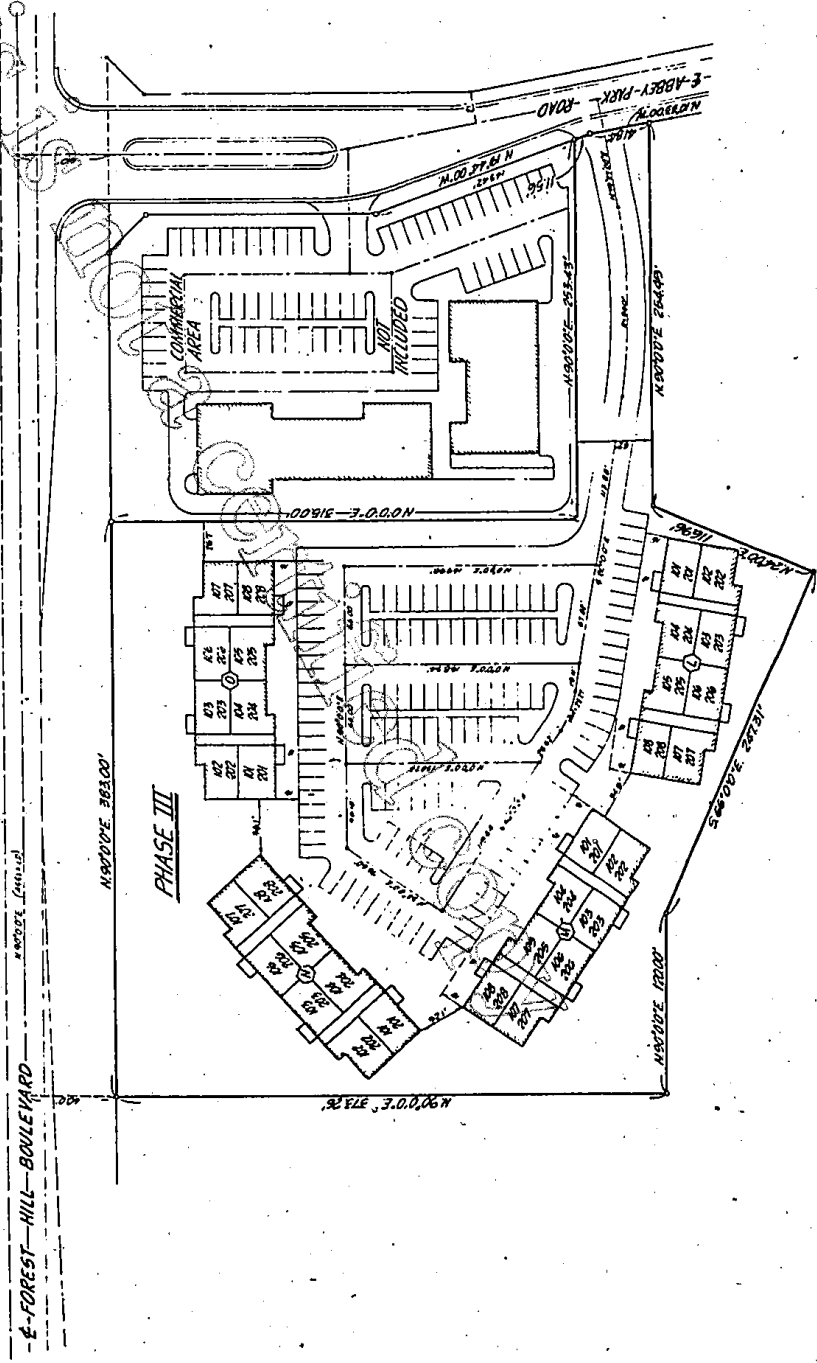
EXHIBIT "A-5"

SHEET 1 of 1


B4066 P1955

# ABBEY PARK GARDENS I, A CONDOMINIUM

GRAPHIC SCALE  
0 10 20 30 40 50  
SURVEY PHASE III



SHEET 1 OF 1


**BENCH MARK**  
*land surveying and mapping, inc.*  
 CONSULTING ENGINEERS INC.  
 1000 SHEPPARD AVENUE EAST  
 SCARBOROUGH, ONTARIO M1S 1T7

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT 'A-6'

B4006 P1956

# ABBEY PARK GARDENS I, A CONDOMINIUM

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS ABBEY PARK GARDENS I, A CONDOMINIUM

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

1. THAT HE IS A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF FLORIDA, BEING SURVEYOR NO. 2424.
2. THE CONSTRUCTION OF ALL THE IMPROVEMENTS (INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, AND ACCESS TO THE COMPLETED UNITS, AND COMMON ELEMENT FACILITIES SERVICING THE COMPLETED BUILDINGS) TO COMPRISE ABBEY PARK GARDENS I, A CONDOMINIUM, PHASE I, IS SUBSTANTIALLY COMPLETE, WITH THE EXCEPTION OF THE TENNIS COURTS SHOWN PROPOSED, SO THAT THE MATERIALS WHICH COMPRISE EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OF ABBEY PARK GARDENS I, A CONDOMINIUM, PHASE I, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF THE CONDOMINIUM AND OF EACH UNIT OF THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

FURTHER AFFIANT SAYETH NAUGHT:

*Wm. R. Van Campen*  
WM. R. VAN CAMPEN, P.L.S.  
FLA. CERTIFICATE NO. 2424

SWORN TO AND SUBSCRIBED BEFORE  
ME THIS 12<sup>TH</sup> DAY OF OCTOBER  
1983.



*Linda A. Ackerman*  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES: 12-20-86.

SHEET OF

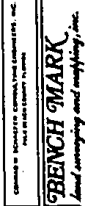


EXHIBIT "C"

Annexed to and made a part of  
The DECLARATION OF CONDOMINIUM  
of ABBEY PARK GARDENS I, A Condominium

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements, Common Expenses and Common Surplus</u>	<u>Guaranteed monthly Assessment per Article VII (I) of Declaration</u>
101A	.85%	\$30.00
102A	.85%	30.00
103A	.85%	30.00
104A	.85%	30.00
105A	.85%	30.00
106A	.85%	30.00
107A	.85%	30.00
108A	.85%	30.00
201A	.85%	30.00
202A	.85%	30.00
203A	.85%	30.00
204A	.85%	30.00
205A	.85%	30.00
206A	.85%	30.00
207A	.85%	30.00
208A	.85%	30.00
101B	1.375%	40.00
102B	1.375%	40.00
103B	1.375%	40.00
104B	1.375%	40.00
105B	1.375%	40.00
106B	1.375%	40.00
107B	1.375%	40.00
108B	1.375%	40.00
201B	1.375%	40.00
202B	1.375%	40.00
203B	1.375%	40.00
204B	1.375%	40.00
205B	1.375%	40.00
206B	1.375%	40.00
207B	1.375%	40.00
208B	1.375%	40.00
101C	1.375%	40.00
102C	1.375%	40.00
103C	1.375%	40.00
104C	1.375%	40.00
105C	1.375%	40.00
106C	1.375%	40.00
107C	1.375%	40.00
108C	1.375%	40.00
201C	1.375%	40.00
202C	1.375%	40.00
203C	1.375%	40.00
204C	1.375%	40.00
205C	1.375%	40.00
206C	1.375%	40.00
207C	1.375%	40.00
208C	1.375%	40.00

B4066 P1957



<u>Unit Number</u>	<u>Percentage of Interest in Common Elements, Common Expenses and Common Surplus</u>	<u>Guaranteed monthly Assessment per Article VII (I) of Declaration</u>
101D	1.375%	40.00
102D	1.375%	40.00
103D	1.375%	40.00
104D	1.375%	40.00
105D	1.375%	40.00
106D	1.375%	40.00
107D	1.375%	40.00
108D	1.375%	40.00
201D	1.375%	40.00
202D	1.375%	40.00
203D	1.375%	40.00
204D	1.375%	40.00
205D	1.375%	40.00
206D	1.375%	40.00
207D	1.375%	40.00
208D	1.375%	40.00
101E	1.375%	40.00
102E	1.375%	40.00
103E	1.375%	40.00
104E	1.375%	40.00
105E	1.375%	40.00
106E	1.375%	40.00
107E	1.375%	40.00
108E	1.375%	40.00
201E	1.375%	40.00
202E	1.375%	40.00
203E	1.375%	40.00
204E	1.375%	40.00
205E	1.375%	40.00
206E	1.375%	40.00
207E	1.375%	40.00
208E	1.375%	40.00
101F	.85%	30.00
102F	.85%	30.00
103F	.85%	30.00
104F	.85%	30.00
105F	.85%	30.00
106F	.85%	30.00
107F	.85%	30.00
108F	.85%	30.00
201F	.85%	30.00
202F	.85%	30.00
203F	.85%	30.00
204F	.85%	30.00
205F	.85%	30.00
206F	.85%	30.00
207F	.85%	30.00
208F	.85%	30.00
TOTAL	<u>100.00%</u>	

B4066 P1958

EXHIBIT "C-1"

Annexed to and made a part of  
The DECLARATION OF CONDOMINIUM  
of ABBEY PARK GARDENS I, A Condominium

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements, Common Expenses and Common Surplus</u>
101A	.425%
102A	.425%
103A	.425%
104A	.425%
105A	.425%
106A	.425%
107A	.425%
108A	.425%
201A	.425%
202A	.425%
203A	.425%
204A	.425%
205A	.425%
206A	.425%
207A	.425%
208A	.425%
101B	.56875%
102B	.56875%
103B	.56875%
104B	.56875%
105B	.56875%
106B	.56875%
107B	.56875%
108B	.56875%
201B	.56875%
202B	.56875%
203B	.56875%
204B	.56875%
205B	.56875%
206B	.56875%
207B	.56875%
208B	.56875%
101C	.56875%
102C	.56875%
103C	.56875%
104C	.56875%
105C	.56875%
106C	.56875%
107C	.56875%
108C	.56875%
201C	.56875%
202C	.56875%
203C	.56875%
204C	.56875%
205C	.56875%
206C	.56875%
207C	.56875%
208C	.56875%

B4006 P1959

Unit Number

Percentage of Interest in  
Common Elements, Common  
Expenses and Common Surplus

101D	.56875%
102D	.56875%
103D	.56875%
104D	.56875%
105D	.56875%
106D	.56875%
107D	.56875%
108D	.56875%
201D	.56875%
202D	.56875%
203D	.56875%
204D	.56875%
205D	.56875%
206D	.56875%
207D	.56875%
208D	.56875%
101E	.56875%
102E	.56875%
103E	.56875%
104E	.56875%
105E	.56875%
106E	.56875%
107E	.56875%
108E	.56875%
201E	.56875%
202E	.56875%
203E	.56875%
204E	.56875%
205E	.56875%
206E	.56875%
207E	.56875%
208E	.56875%
101F	.425%
102F	.425%
103F	.425%
104F	.425%
105F	.425%
106F	.425%
107F	.425%
108F	.425%
201F	.425%
202F	.425%
203F	.425%
204F	.425%
205F	.425%
206F	.425%
207F	.425%
208F	.425%

B4066 P1960

Unit Number

Percentage of Interest in  
Common Elements, Common  
Expenses and Common Surplus

101G	.56875%
102G	.56875%
103G	.56875%
104G	.56875%
105G	.56875%
106G	.56875%
107G	.56875%
108G	.56875%
201G	.56875%
202G	.56875%
203G	.56875%
204G	.56875%
205G	.56875%
206G	.56875%
207G	.56875%
208G	.56875%
101H	.56875%
102H	.56875%
103H	.56875%
104H	.56875%
105H	.56875%
106H	.56875%
107H	.56875%
108H	.56875%
201H	.56875%
202H	.56875%
203H	.56875%
204H	.56875%
205H	.56875%
206H	.56875%
207H	.56875%
208H	.56875%
101J	.56875%
102J	.56875%
103J	.56875%
104J	.56875%
105J	.56875%
106J	.56875%
107J	.56875%
108J	.56875%
201J	.56875%
202J	.56875%
203J	.56875%
204J	.56875%
205J	.56875%
206J	.56875%
207J	.56875%
208J	.56875%

B4066 P1961