

DECLARATION OF CONDOMINIUM

OF

LAS BRISAS OF BOCA CONDOMINIUM

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This document was prepared by  
DAVID HARDIN  
800 Southeast Third Ave.  
Ft. Lauderdale, FL 33316  
CITY AND STATE

THIS DECLARATION OF CONDOMINIUM, is made by ARIEL BUILDERS, INC., a Florida corporation referred to as "Developer", for itself, its successors, grantees and assigns.

ARTICLE I  
SUBMISSION STATEMENT

ARIEL BUILDERS, INC., a Florida corporation, being the owner of record of the fee simple title to the property described in Exhibit A, situate, lying and being in Palm Beach County, Florida, hereby states and declares that fee simple title to the real property described in Exhibit E is hereby submitted to condominium form of ownership, pursuant to Chapter 718, Florida Statutes, as presently constituted and in effect, and does herewith file for record this Declaration of Condominium. Exhibits A and E are hereby annexed hereto and made a part hereof.

**DEFINITIONS.** As used in this Declaration of Condominium, all exhibits attached hereto, the Articles of Incorporation, the By-Laws and all Amendments of said documents, unless the context otherwise requires, the following definitions shall prevail:

- A. **Assessment:** A share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
- B. **Association:** LAS BRISAS OF BOCA CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, which entity is responsible for the operation of the Condominium.
- C. **Board of Directors:** Refers to the Board of Directors of the Association.
- D. **By-Laws and Articles:** The By-Laws and Articles of Incorporation of the Association as they exist from time to time.
- E. **Common Elements:** The portions of the Condominium property not included in the units.
- F. **Common Expenses:** The expenses and assessments incurred by the Association for the Condominium.
- G. **Common Surplus:** 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 the common expenses.
- H. **Condominium:** That form of ownership of real property under which the units are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements. The term "Condominium", as used herein, shall refer to the LAS BRISAS OF BOCA CONDOMINIUM.
- I. **Condominium Act:** The Condominium Act of the State of Florida (F.S. 718 et seq.) as constituted and in effect at the time of the recordation of the Declaration.
- J. **Condominium Documents:** This Declaration, the Articles of Incorporation and By-Laws of the Association and all other exhibits attached hereto, as amended from time to time.
- K. **Condominium Parcel or Parcel:** A unit, together with an undivided fractional share in the common elements which is appurtenant to the unit.

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L. Condominium Property: The lands that are subject to condominium form of ownership, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

M. Declaration or Declaration of Condominium: This document and any amendments thereto that may be recorded from time to time.

N. Developer: ARIEL BUILDERS, INC., a Florida corporation, its successors and assigns.

O. Institutional Mortgagee: A bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or mortgage investment trust, or a lender generally engaged in providing mortgage credit as a business activity and having assets of \$50,000,000 or more.

P. Limited Common Elements: The Common Elements which are reserved by this Declaration, or assigned or granted separately herefrom, for the exclusive use of a particular Unit or Units to the exclusion of other Units.

Q. Regulations: The rules or regulations respecting the use of the Condominium property that have been or may be adopted by the Association, from time to time, in accordance with the Articles of Incorporation and By-Laws.

R. Singular, Plural, Gender: Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

S. Survey Exhibits: Exhibits A through E to this Declaration which contain the overall site plan and floor plans for the Condominium, the legal description of the same, and the surveyor's and architect's certification.

T. Unit or Condominium Unit: A Unit as defined in the Condominium Act, referring herein to each of the separate and identified parcels delineated in the Survey Exhibits, as hereinabove defined, each of which is subject to private ownership, and when the context requires or permits, the Unit or Units shall include its share of the common elements appurtenant thereto. The physical boundaries of each Unit are delineated and more particularly described in Article III, Paragraph 3, of this Declaration.

U. Unit Owner (or Owner): The owner or group of owners of a Condominium parcel.

V. Voting Member: The representative of a Unit who is entitled to vote on behalf of said Unit at an Association meeting.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Chapter 718.103, Florida Statutes.

## ARTICLE II CONDOMINIUM NAME

The name by which this Condominium is to be identified shall be LAS BRISAS OF BOCA CONDOMINIUM.

## ARTICLE III SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTIFICATION OF UNITS

1. Survey Exhibits. The following exhibits to this Declaration, annexed hereto and made a part hereof, are collectively referred to as the "Survey Exhibits" and consist of the following:

Exhibit A:

SHEET 1 - BOUNDARY SURVEY

SHEET 2 - PLOT PLAN and LEGAL DESCRIPTION OF ALL PHASES

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- Exhibit B: SHEET 1 - PLOT PLAN, LEGAL DESCRIPTION, AND CERTIFICATION OF PHASE 1  
SHEET 2 - FLOOR PLAN - FIRST FLOOR - SECOND FLOOR
- Exhibit C: SHEET 1 - PLOT PLAN, LEGAL DESCRIPTION, AND CERTIFICATE OF PHASE 2  
SHEET 2 - FLOOR PLAN - FIRST FLOOR - SECOND FLOOR
- Exhibit D: SHEET 1 - PLOT PLAN, LEGAL DESCRIPTION, AND CERTIFICATION OF PHASE 3  
SHEET 2 - FLOOR PLAN - FIRST FLOOR - SECOND FLOOR
- Exhibit E: SHEET 1 - PLOT PLAN, LEGAL DESCRIPTION, AND CERTIFICATION OF PHASE 4  
SHEET 2 - FLOOR PLAN - FIRST FLOOR - SECOND FLOOR

The Survey Exhibits, each of which is annexed hereto and made a part hereof constitute a survey of the land and a graphic description of the improvements in which the Units are located and a plot plan thereof that, together with the Declaration, are in sufficient detail to identify the common elements and each Unit and their relative locations and approximate dimensions. The construction of this Condominium is not substantially completed; upon substantial completion of each phase constituting the Condominium, as more particularly described in Article XVII hereof, the Developer, in accordance with Chapter 718.104(4)(e), Florida Statutes, will cause a Florida Registered Land Surveyor to prepare a certificate (to be attached to an Amendment to this Declaration) which states that the construction of the improvements is substantially complete so that the material, together with the provisions of the 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 improvements of the common elements and of each Unit can be determined from said materials.

2. Unit Identification. For purposes of identification, all Units are given identifying numbers and the same are set forth in the Survey Exhibits. No Unit bears the same identifying number as does any other Unit. The aforesaid numbers as to the Unit are also the identifying numbers as to the parcel. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the condominium documents and easements, restrictions and limitations of record.

3. Unit Boundaries and Limited Common Elements. Each Unit shall include that part of the building containing the Unit which lies within the boundaries thereof which boundaries are as follows:

A. The upper and lower boundaries extend to an intersection within the perimetrical boundaries. The upper boundary is the horizontal plane of the undecorated finished ceiling of the second floor of each Unit and the lower boundary is the horizontal plane of the unfinished floor of the first floor of each Unit.

B. The perimetrical boundaries of a Unit shall be the intersecting vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

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Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimensions of said aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a common element. Each Unit shall also include the air conditioning unit which is connected to the Unit (together with all connections) and the screen enclosing the patio, should the Unit owner purchase one.

C. Any patio, entryway or porch contiguous with and appurtenant to a Unit shall be a Limited Common Element, for the exclusive use of that particular Unit, to the exclusion of other Units. In addition, an area adjacent to the patio depicted on the Survey Exhibits designated "Patio Addition Area" shall be a Limited Common Element for the exclusive use of the Unit adjacent to the patio. Use of the patio addition area shall be restricted to extension of the concrete patio coincident to such area and installation of a screen enclosure as provided for in (B) above. Developer is not obligated to provide patio extension. The concrete slab on which the air conditioning unit is located is likewise a Limited Common Element, for the exclusive unit of the Unit it is appurtenant to, to the exclusion of other Units. Limited Common Elements depicted on the Survey Exhibits shall have the abbreviation "L.C.E."

#### ARTICLE IV VOTING RIGHTS

Each Unit owner shall automatically acquire membership in the Association as a result of the acquisition of a Unit in the Condominium, and each Condominium Unit is assigned one vote. In the event of multiple or corporate ownership of a Unit, only one owner shall be entitled to vote at any meeting and such person shall be known as the "Voting Member" and is hereinafter referred to as the same. The Voting Member must consist of either an owner of a Unit or an officer or designated employee of any business entity owning a Unit and the designation of the Voting Member shall be subject to the provisions and restrictions set forth in the By-Laws. The total number of votes in the Association shall be equal to the total number of Units in the Condominium, with each Unit having one (1) vote in the Association.

#### ARTICLE V OWNERSHIP OF COMMON ELEMENTS

Each of the Unit owners shall own an undivided fractional interest in the common elements based upon a fraction, the numerator of which shall be one (1) and the denominator shall be the number of Units submitted to condominium form of ownership from time to time as additional phases are added, if any.

The fee title to each condominium parcel shall include both the Condominium Unit and its respective undivided fractional interest in and to the common elements, with said undivided fractional interest in and the common elements being deemed to be conveyed with and encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided fractional interest in the common elements appurtenant to each Unit shall be null and void. Any common surplus and all common expenses pertaining to the Association shall be owned by and shared by each of the Unit owners, as the case may be, in the same proportion as their percentage ownership interest in the common elements.

#### ARTICLE VI METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourth (3/4ths) of the total vote of the members of the Association.

The procedural prerequisites to certification and recordation of all Amendments to this Declaration are set forth in the Condominium Act and the same are

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hereby incorporated by reference herein. Except as provided for herein, no Amendment shall change the size of any Condominium Unit, nor its proportionate share of the common expenses or common surplus, nor the voting rights appurtenant thereto, unless the record owner or owners thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees, or change the provisions of this Declaration with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record, nor shall these amendment provisions be changed without the written approval of all institutional mortgagees of record.

No Amendment shall change the rights and privileges of the Developer without the Developer's prior written approval. The Developer hereby reserves the right to change the arrangement of all Units and to alter the boundaries between Units, subject to the laws and ordinances of Palm Beach County, Florida, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units, nor alter the boundaries of the common elements, without Amendments to this Declaration in the manner hereinbefore set forth. In the event the Developer changes the size of any Unit, such changes shall be reflected by an Amendment executed and acknowledged only by the Developer and any holders of institutional mortgages encumbering said altered Units. A survey shall be attached to that amendment and must be certified in accordance with Chapter 718.104(4)(e), Florida Statutes. If more than one Unit is concerned, the Developer shall apportion between the Units the shares in the common elements appurtenant to the Units concerned, together with apportioning the common expenses and common surplus of the Units concerned, and the new percentage shares in common elements, common expenses and common surplus of the Units concerned shall be duly noted in the Amendment to the Declaration.

The Developer expressly reserves the right to amend this Declaration for one or any combination of the following purposes, and such Amendment shall be made and executed solely by the Developer without the requirement of securing the consent of any Unit owners, mortgagees, or any others, and shall become effective upon filing in the Public Records of Palm Beach County, Florida:

1. To conform to the requirements of any institutional mortgagee or title insurance company.
2. To conform this Declaration to the requirements of any valid statute or rule or regulation affecting the subject matter hereof.
3. To correct certain scrivener's errors, in accordance with Chapter 718.110(5), Florida Statutes.
4. To permit the Association to correct certain omissions or errors, in accordance with Chapter 718.304(1), Florida Statutes.

#### ARTICLE VII ASSOCIATIONS

The operating entity of the Condominium shall be LAS BRISAS OF BOCA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation which is responsible for the operation of the Condominium and which was formed in accordance with its Articles of Incorporation, a copy of which is annexed hereto and made a part hereof as Exhibit E. The Association shall have all of the powers and duties conferred upon it by the Condominium Act, as well as those granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws. Additionally, the Association shall have all of the powers and duties necessary to operate the Condominium, and perform the duties for which it has been created. The share of a member of the Association in the funds and assets of the Association, cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

Every owner of a Condominium parcel, whether ownership has been acquired by purchase, by gift, by conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation, the provisions of this Declaration and all Exhibits attached hereto. Membership in the Association shall terminate upon the termination of ownership of a Condominium parcel in this Condominium.

In order to facilitate the operation of the Condominium property and in order to maintain the Condominium and the common elements, the Association shall have the right to enter into a management agreement with a management company. The fact that such management agreement may be entered with a management company shall in no way prevent the Association from terminating that contract, in the event it so desires, in accordance with the applicable statutes.

Every member of the Association shall, by virtue of ownership of a Unit, also be for all purposes a member of the LAS BRISAS OF BOCA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, in accordance with that certain Declaration of Restrictions Relating to Las Brisas, recorded in Official Records Book 3260, page 1282 of the Public Records of Palm Beach County, Florida, which is responsible for the operation and maintenance of the Common Area and Facilities as defined in such Declaration, and each Unit owner shall be entitled to all the rights and subject to all the obligations of members of that association.

Every member of the Association shall, by virtue of ownership of a Unit, also be for all purposes a member of the BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC., in accordance with the Declaration of Restrictions Relating to Tract 20, BOCA DEL MAR NO. 6, recorded in Official Records Book 3081, page 0622, of the Public Records of Palm Beach County, Florida, which is responsible for certain recreational and maintenance facilities defined therein and each Unit owner shall be entitled to all the rights and subject to all the obligations of that association.

#### ARTICLE VIII BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association, a copy of which is annexed hereto and made a part hereof as Exhibit F.

No modification of or amendment to the By-Laws shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel or which would change the provisions of the By-Laws with respect to institutional mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's prior written consent.

#### ARTICLE IX ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and such other assessments for which this Declaration and the exhibits attached hereto specifically provide. The procedure for the determination of all such assessments shall be as set forth in the By-Laws and this Declaration.

The common expenses shall be assessed against each Condominium owner and assessments and installments that are unpaid for greater than ten (10) days subsequent to the date due shall bear interest at the highest rate permitted by Florida law (not to exceed 18% per annum), until paid. At the sole discretion of the Board of Directors a late charge of Twenty Five Dollars (\$25.00) shall be due and payable.

Annual assessments shall be made for the calendar year quarterly, in advance, on December 1st preceding the year for which the assessments are made, and such assessments shall constitute a lien against the parcel for which assessment is made for the total amount of each such annual assessment. Such assessments shall be due in four (4) quarterly installments and upon default by any Unit owner in the payment of any quarterly installment, within thirty (30) days after the due date thereof, the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of the quarterly installment. In the event that any annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution of the

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Board of Directors and the unpaid assessment for the remaining portion of the year shall be apportioned over the remaining quarterly installments for that year. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

Special assessments may be made by the Board of Directors in the event expenses are or may be incurred by the Association as a result of extraordinary items of expense, such as the cost of reconstruction of any part of the common elements in excess of the insurance proceeds therefor, the failure of any Unit owners to pay an annual assessment or special assessment or such other reason or basis determined by the Board of Directors which is not inconsistent with this Declaration of Condominium and which expenses were not included in the determination of an annual assessment. Any such special assessment, other than those assessed for reconstruction, shall require the approval of a majority of the Unit owners if it is equal to or greater than one-fourth of the annual assessment for the year in which such special assessment is made.

The Association shall have a lien on both the Condominium parcel for which assessments (annual or special) have not been paid (with all interest which has and continues to accrue thereon). Reasonable attorneys' fees, including fees on appeal, incurred by the Association, incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be 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 aforesaid lien shall also include those sums advanced on behalf of a Unit owner in the payment of his obligation under any agreement for the management of the Condominium property entered into by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing said lien and may settle and compromise the same if deemed in its best interests. The lien right created hereunder shall be effective from the date of recordation of a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Condominium parcel, the name of the record owner, the amount due, and the due dates and this lien shall have the priorities as established by the Condominium 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 Condominium parcel for the period of time said parcel is occupied by the Unit owner or anyone by, through, or under said Unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit owner and/or occupant. The Association shall, under these same stated terms and conditions, have a lien on all tangible personal property located within the unit separate and distinct from the statutory lien and subordinate to prior bona fide liens of record.

The liability for assessments, and other expenses referred to herein, shall be and constitute a personal obligation of the Unit owner who had record title to the Condominium parcel at the time the assessment came due. The Association shall have the option to either seek a personal judgment against said Unit owner or to enforce its lien against the Condominium parcel in the event of the nonpayment of any assessment(s) or other sums due in connection therewith.

Where an institutional mortgagee of a first mortgage of record, obtains title to the parcel as a result of foreclosure or by accepting a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments owed to the Association pertaining to such Condominium parcel, or chargeable to the former Unit owner of such parcel, which became due prior to such acquisition of title, unless said share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Any unpaid share of common expenses or assessments not secured by a claim of lien shall be deemed to be common expenses collectible from all of the Unit owners, including such acquirer, his successor and assigns.

Except as set forth in the preceding paragraph, any other person or entity who acquires an interest in a Unit including, without limitation, persons acquiring title by operation of law and purchasers at judicial sales, shall not 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

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been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any owner or group of Unit owners, or to any third party.

Unit owners shall be responsible to pay assessments directly to the Boca Del Mar Improvement Association, unless the Association is specifically required to collect assessments from the Unit owners under the appropriate declaration, articles or by-laws. The Las Brisas of Boca Condominium Association, Inc. shall be responsible to pay assessments directly to the Las Brisas of Boca Homeowners Association; and the Unit owners shall be responsible to pay such monies to the Association as a proper line item in the Association budget.

ARTICLE X  
SALE, RENTAL, MORTGAGE, OR  
TRANSFER OF CONDOMINIUM PARCELS

1. Sale or Rental of Units. In the event any Unit owner wishes to sell, rent, transfer, or lease his parcel, the Association shall have the option to purchase, rent or lease said Unit upon the same conditions as are offered by the Unit owner to a third person. Any attempt to sell, rent or lease said parcel without prior offer to the Association, as set forth herein, shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Prior to accepting any offer to purchase, sell, lease, transfer or rent a parcel, a Unit owner shall deliver to the Association a copy of the written offer he intends to accept (the "Offer") and a written notice (the "Association Notice"), containing the terms of the Offer, the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, two (2) bank references and three (3) individual references (local, if possible), and such other information, to be requested within five (5) days from receipt of the Association Notice, as may reasonably be required by the Association. However, the Association is authorized to waive any or all of the requirements aforementioned.

Within ten (10) days after receiving the Association Notice, any required supplemental information, and any fee charged by the Association in connection with said transfer, sale, or lease, not to exceed \$50.00, the Board of Directors shall either consent to the transaction specified in the Association Notice or by written notification, delivered to the Unit owner's Unit, or mailed to the place designated by the Unit owner in the Association Notice, designate the Association or one or more persons, Unit owners or any other person(s) satisfactory to the Board of Directors who shall purchase, lease or rent upon the same terms as those specified in the Association Notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notification sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the Offer and the Association Notice. Thereupon, the Unit owner shall either accept or reject such offer or withdraw the offer specified in the Association Notice. In the event the Association or its designee exercises its "right of first refusal" and accepts the Offer to purchase the Unit, title shall close at the office of the Association's attorney (or the office of the attorney of the designee) on the later of: (a) the date specified in the Offer; or (b) thirty (30) days after the giving of the notice by the Association of its election to accept the Offer. At closing, there shall be delivered to the Association, or to its designee, a warranty deed in such form and subject to the provisions as were contained in the original deed given by the Developer. If the Unit is subject to liens and encumbrances at the time of closing, such liens and encumbrances shall be discharged out of the closing proceeds at closing, or the Association shall have the right to accept title subject to such liens and encumbrances and deduct from the purchase price the necessary sums to discharge the same. All items which are subject to customary apportionments shall be prorated between the parties at the time of closing.

In the event the Association shall: (a) fail to give notice of its election within the period set forth above; or (b) if the Association shall consent to the disposition of the Unit, as set forth in the Offer and the Association Notice; or (c) upon the failure of the Board of Directors or its designee to make such offer within the said fourteen (14) day period, the Board

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of Directors shall issue an Approval, as hereinafter defined, and the Unit owner shall then be free to make or accept the offer specified in the Association Notice and sell, lease or rent the parcel pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after the Association Notice was given. The Approval shall be in recordable form, and shall be delivered to the purchaser, tenant or lessee and, thereafter recorded, in the event of a sale, in the Public Records of Palm Beach County, Florida.

The subleasing or subrenting of a Unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or in the alternative, the lease or sublease form to be used by the Unit owner shall be approved by the Developer and/or the Board of Directors. After approval, as herein set forth, entire Units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated. Where a corporation, partnership or other business entity is the owner of a Unit, it may designate the occupants of the Unit but the same is subject to the approval of the Board of Directors. The above and foregoing restrictions shall not be used for unlawful discriminatory purposes.

## 2. Mortgage and Other Transfer of Units.

A. A Unit owner may not mortgage his Condominium parcel or any interest therein without the approval of the Association except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Board of Directors and said approval, if granted, shall be in recordable form, executed by two (2) officers of the Association. Where a Unit owner sells his Unit and takes back a mortgage, the approval of the Association shall not be required.

B. No sale of a Unit or any interest therein shall be valid unless:

- (1) The sale is to a purchaser after having secured the Approval of the Developer and the Board of Directors, as set forth above, or
- (2) The sale is a result of a public sale with open bidding.

Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors and the Developer and said Approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

The foregoing provisions shall not apply to transfers by a Unit owner to any member of his immediate family, to-wit: spouse, children over sixteen (16) years of age or parents. The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transfer of a Unit owner's interest by gift, devise or involuntary or judicial sale.

In the event an owner dies and his Unit is conveyed or bequeathed to some person other than his spouse, children over sixteen (16) years of age or parents or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium Unit, or if under the laws of descent and distribution of the State of Florida, the Condominium Unit descends to some person or persons other than the decedent's spouse, children over sixteen (16) years of age or parents, the Developer and the Board of Directors may, within thirty (30) days of proper evidence of rightful designation served upon the Developer and the President or any other officer of the Association or within thirty (30) days from the date the Developer and the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owners of the Condominium parcel.

If the Developer and/or the Board of Directors should approve, an Approval shall be duly executed, delivered and recorded and, thereafter, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall become the owner of the Condominium parcel, subject to the provisions of this Declaration and exhibits attached hereto.

If, however, the Developer and/or the Board of Directors shall refuse to issue the Approval, then the Developer first, for so long as it owns any Unit in the Condominium and then the members of the Association shall be given an opportunity during a thirty (30) day period after the above-mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash for the Condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an appraiser appointed by any Judge of the Circuit Court in and for Palm Beach County, Florida, on the petition of any party in interest. The expense of appraisal shall be paid by the designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium parcel. In the event the Association does not exercise the privilege of purchasing or furnishing a purchaser for the Condominium parcel within such period and upon such terms, the person or persons so designated by the legal representative, or those specified by the owner's will or under the laws of descent and distribution may then, and only in such event, take title to the Condominium parcel, or the legal representative of the deceased owner, may sell said Condominium parcel and such sale shall be subject in all respects to the provisions of this Declaration and exhibits attached hereto.

The liability of the Unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest as provided herein. Every purchaser, tenant or lessee shall take possession of a Unit subject to this Declaration, and exhibits hereto, as well as the provisions of the Condominium Act.

The Developer, as well as an institutional first mortgagee holding a mortgage on a Condominium parcel and, thereafter, becoming the owner of a Condominium parcel through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise transfer said parcel, including the fee ownership thereof and/or to mortgage said parcel without the prior approval of said Board of Directors. Accordingly, the provisions of this Article shall be inapplicable as to both the Developer and an institutional first mortgagee.

#### ARTICLE XI INSURANCE

The insurance, other than title insurance, that shall be carried upon the Condominium property shall be governed by the provisions set forth as follows:

1. Authority to Purchase - Named Insured. All insurance policies upon the Condominium property (other than betterments and improvements made by Unit owners) shall be purchased by the Association. The named insured shall be the Association, individually and as agent for the Unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the Unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to an Insurance Trustee, which shall be a financial institution appointed by the Developer pursuant to an Insurance Trust Agreement, and all policies and their endorsements shall be deposited with the Insurance Trustee whose duties are set forth below. Unit owners may obtain coverage at their own expense upon their personal property, improvements and betterments to their Unit, and for their personal liability and living expenses.

2. Coverage.

A. Casualty and Flood. As determined annually by the Board of Directors, all buildings and other improvements upon the Condominium property, including the structural portion of each Unit and the improvements included upon the common elements, shall be insured against casualty, other than flood, in an amount equal to the maximum insurable replacement value thereof, including the value of excavations and foundations. Personal property owned by the Association located upon the common elements shall also be insured against casualty for the fair market value thereof. Such casualty coverage shall afford protection against:

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

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(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, malicious mischief.

In addition to the aforesaid casualty insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable if the Condominium property is located in an area designated by the Department of Housing and Urban Development as being in a flood zone or flood hazards area. The casualty insurance and flood insurance, if any, shall meet the following requirements:

(1) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or equivalent by Best's Insurance Reports. Separate policies may be issued with respect to certain portions of the Condominium property, on the one hand, and the common recreational facilities on the other hand.

(2) All insurance policies shall provide that the amount which the Association, individually, and as agent for the Unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any Unit owner at his own expense to provide coverage for improvements and betterments, personal property or living expenses. Each Unit owner who purchases insurance coverage on the improvements and betterments to his Unit shall furnish a memorandum copy of the policy to the Board of Directors within thirty (30) days after purchase of such insurance.

(3) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of the Association, the Unit owners and their mortgagees, as their interest may appear.

(4) Each policy must include a schedule of the Units, the names of the Unit owners, and their mortgagees, if any, provided, however, that it shall be the duty of each Unit owner and mortgagee to advise the Association of his or its interest in such Unit in order that such Unit owner or mortgagee may derive the protection intended to be afforded by this requirement.

(5) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in mortgagee endorsements, thirty (30) days prior written notice thereof.

B. Public Liability. The Association shall procure comprehensive general liability insurance, including, but not limited to owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit owners as a group to one Unit owner, in the minimum amount of \$500,000.00 for injury to any one person and \$1,000,000.00 for injuries to persons in one accident and \$50,000.00 for damage to property.

C. Workmen's Compensation. The Association shall secure a Workmen's Compensation policy to meet the requirements of Florida law.

D. Other Insurance. The Board of Directors may purchase other types of insurance which, in its opinion, may be desirable.

3. Association as Agent. The Association is 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 or the common recreational facilities to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of any claim.

4. Owner's Insurance. Each individual Unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his Condominium Unit and for purchasing insurance upon his personal property.

5. Mortgagee's Rights. No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

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ARTICLE XII  
RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. If the damaged improvement is a common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

2. If the only damage to the Condominium property consists of damage to improvements and betterments of a single Unit, made by the Unit owner thereof (other than the Developer), then such damage shall be reconstructed or repaired by the affected Unit owner at his expense.

3. If the damage is to one or more Condominium buildings, the following shall apply:

A. If the damaged improvements consist of one or more of the Condominium buildings, and if the Units to which fifty percent (50%) of the common elements for the entire Condominium are appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

B. If the damaged improvements consist of one or more of the Condominium buildings, and if the Units to which more than fifty percent (50%) of the common elements for the entire Condominium are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty days after the casualty, the record owners of Units to which seventy-five (75%) percent of the common elements are appurtenant and the mortgagee holding the greatest number of the recorded mortgages on all Units consent in writing to terminate the Condominium.

4. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

Any reconstruction or repair must substantially be in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible.

5. Immediately after the Board of Directors makes its determination to reconstruct or repair the damage to the property, it shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

6. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made:

A. Assessments shall be made against all Unit owners on account of damage to the buildings and improvements, other than the Units, on the Condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same. Such aggregate amount shall be apportioned among the owners of Units in proportion to each Unit owner's undivided share in the common elements.

B. If the damage is to the Units within any building, other than damage to improvements and betterments of a single Unit which were made by the Unit owner thereof, other than the Developer, assessments shall be made against all affected Unit owners on account of damage to the Units in an aggregate

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amount which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of the affected Units.

C. All amounts so assessed against the Unit owners shall be collected by the Association and deposited with the Insurance Trustee, unless the Association shall have advanced the required amounts from reserves on hand (against collection of such assessments), and deposited the same with the Insurance Trustee, prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the greatest number of recorded mortgages on the Units in the Condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than \$5,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

7. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in accordance with the following:

A. The proceeds received by the Insurance Trustee shall be utilized and disbursed only for reconstructing and repairing the specific property with respect to which such proceeds or funds were collected and a separate accounting with respect to receipts and disbursements shall be maintained. The Association shall keep records of all construction costs and the amounts thereof for each reconstruction and repair.

B. If there is a surplus of insurance proceeds after payment of all costs of said reconstruction and repair, such surplus shall be distributed to the Association for allocation as provided in Article V of the Declaration.

C. If the total cost of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

D. If the total cost of reconstruction and repair that is the responsibility of the Association is \$5,000.00 or more, but less than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.

E. If the costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, licensed to practice in Florida, who has been employed by the Association to supervise the work.

F. The Insurance Trustee shall not be required to determine whether a disbursement is to be made to a particular payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged; provided that when the Association has certified that a disbursement required hereunder is to be approved by an architect, no payment shall be made without such approval.

ARTICLE XIII  
MAINTENANCE, ALTERATION AND IMPROVEMENT

A. By the Unit Owner.

A. The owner of each Unit must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must

perform promptly all maintenance and repair work within his Unit which, if omitted, would adversely affect the Condominium, the other Unit owners or the Association and its members. The owner of each Unit shall be responsible for any damages caused by a failure to maintain such Unit. The Unit owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the following: air conditioning and heating equipment, including those portions of the equipment which might be located on the common elements; all windows, sliding glass doors (including operating mechanisms), screening and glass; service equipment, such as dishwashers, refrigerators, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes, as well as electrical fixtures, outlets, wiring and panels all located within the Unit or on the common elements, but servicing only the Unit; exterior doors, inside wall and ceiling finishes.

8. The owner of a Unit agrees to pay for all utilities, such as telephone, electric, etc., that may be separately billed or charged to the Unit and shall also be responsible for insect and pest control within the same. The Association shall provide said exterminating services and the same shall be paid for by the Unit owner (separate and apart from the regular maintenance assessments due to the Association). Wherever the maintenance, repair and replacement of any items, for which the owner of a Unit is obligated to maintain, repair or replace at his own expense, is subject to any loss or damage which may be covered by insurance maintained by the Association, the proceeds of said insurance, received by the Association or the Insurance Trustee, shall be used for the purpose of making such maintenance, repair or replacement; in such instance, the owner of the Unit shall be required to pay such portion of the costs which, by reason of the applicability of any deductibility provision of the insurance or otherwise, exceed the amount of the insurance proceeds applicable to the maintenance, repair or replacement. The interior and the interior surfaces of any balcony, terrace, or porch located within the Unit must be maintained by the owner of such Unit and kept in a neat, clean and trim condition. If any portion of the interior of such balcony, terrace, or porch is visible from outside the Unit, then the Unit owner shall obtain the consent of the Association before altering the appearance thereof.

C. In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no Unit owner shall change, modify or alter the common elements. No Unit owner shall change, modify or alter the design and/or appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any Unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of his Unit any sign of any kind whatsoever; nor shall he install, erect or attach to the exterior or roof of any Unit or upon the common elements any type of radio or television antenna or aerial, whether for sending or receiving. No owner shall erect or construct any original construction; however, the Board of Directors may permit a Unit owner to make such change, modification or alteration, provided that (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for such alteration, prepared by a licensed architect, and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; and (d) the contract provides for a performance and payment bond in the full amount thereof. The Board of Directors shall have the power and right to waive any or all of the above where it deems the same to be appropriate.

D. In the event the Unit owner fails to maintain its Unit as set forth above, the Association, Developer or any other Unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the Unit owner and the Unit for the necessary sums to put the improvement within the Unit in good condition. After such assessment, the Association shall have the right to have its employees or agent enter the Unit and do the necessary work to enforce compliance with the above provision. Further, in the event a Unit owner violates any of the provisions set forth above, the Developer and/or the Association shall have the right to take any and all steps as may be necessary to remedy such violation, including, but not limited to, entry into the subject

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Unit with or without the consent of the Unit owner, and the repair and maintenance of any item requiring same, and all at the expense of the Unit owner.

2. By the Association.

A. The Association, at its expense shall be responsible for the maintenance, repair and replacement of all of the common elements, including those portions of a Unit contributing to the support of the buildings. Should incidental damage be caused to any Unit by virtue of the Association's failure to maintain the common elements or any Unit as herein required or by virtue of any work which may be done or caused to be done by the Association, the Association shall, at its expense, repair such incidental damage.

B. The Association, by action of the Board of Directors, may make minor and insubstantial alterations and improvements to the common elements, having a cost not in excess of Ten Thousand Dollars (\$10,000.00). All other alterations and improvements must first be approved by the owners of 75% of the Units and by the mortgagee holding the greatest number of mortgages on the mortgaged Units. No alteration or improvement may be made to the common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit unless the owner and all mortgagees holding recorded mortgages on such Unit consent thereto in writing. If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to the aforesaid consent, the consent of the Developer, or its successor-in-title shall be obtained, so long as the Developer owns any Unit in the Condominium.

C. All expenses incurred by the Association in performing the services and maintenance described herein are common expenses, payable by each Unit owner under the provisions of this Declaration concerning assessments. Should the maintenance, repair or replacement be caused by the negligence or misuse by a Unit owner, his family, guests, servants or invitees, he shall be responsible therefor, and the Association shall have the right to levy a special assessment against the owner of such Unit, and said Assessment shall constitute a lien upon his Unit with the same force and effect as liens for common expenses referred to in this Declaration.

D. The exterior of all the Units and buildings containing said Units shall be maintained on a periodic basis by the Association, and there is hereby reserved, in favor of the Board of Directors or any designees thereof, the right to enter into all of the Units for the purpose of conducting a periodic program of exterior maintenance, which maintenance shall include, but shall not be limited to, repainting of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. The Association shall determine the time when such maintenance shall be effected, together with the extent thereof. The Association shall not be responsible for maintenance beyond the exterior, unpainted surfaces of the Units, such maintenance and repairs being the responsibility of the Unit owner. (A)

ARTICLE XIV  
CONDEMNATION

1. Deposit of Awards with Insurance Trustee.

The taking of Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit owners, the Unit owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special assessment shall be made against a defaulting Unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter may payable to that Unit owner.

2. Determination Whether to Continue Condominium.

Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will

be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

3. Disbursement of Funds.

If the Condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

4. Unit Reduced But Untenantable.

If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

A. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

B. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagee.

C. If the floor area of any Unit is reduced by the taking, the share in the Common Elements appurtenant to all Units shall be recalculated so that the share appurtenant to each Unit bears the same ratio to the whole that the square footage of such Unit bears to the aggregate square footage of all Units.

5. Unit Made Untenantable.

If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

A. The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit owners and mortgagees of Units not tenantable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

B. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

C. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted so that the share appurtenant to each Unit bears the same ratio to the whole that the square footage of the Unit bears to the aggregate square footage of all Units.

D. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit owners who will continue as owners of Units after the

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changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes effected by the taking.

E. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit owners in proportion to the shares of the owners in the Common Elements as they exist prior to the changes effected by the taking.

#### 6. Taking of Common Elements.

Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvements of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the owner and the mortgagees of the Unit.

#### 7. Amendment of Declaration.

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an Amendment of the Declaration of Condominium that need be approved only by three-fourths (3/4ths) of the Association.

### ARTICLE XV USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

1. Units shall be used for single-family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted therein. Except as otherwise provided herein, Units may be occupied only as follows:

A. If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the Unit may be occupied by such owner's family, servants and guests.

B. If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the occupants of the Unit must be approved by the Board of Directors.

C. No more than one single family may reside in a Unit at any one time.

D. If a Unit has been leased or subleased by a Unit owner or by the Developer, the Lessee or sublessee shall be deemed to be the "owner" for purposes of this section during the term of said lease and shall be subject to all Condominium rules and regulations, the By-Laws, the Declaration, and all exhibits attached thereto.

2. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the Units in the Condominium.

3. No immoral, improper, offensive or unlawful use shall be made of the Units, the Condominium property nor any part of it. Valid laws, zoning

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ordinances and regulations of all governmental bodies for maintenance, modification or repair of the Condominium property shall be observed in connection with the maintenance, modification and repair of the property concerned.

4. No Unit owner shall make or permit any use of his Unit or the common elements which will increase the cost of insurance on the Condominium property.

5. No nuisances shall be allowed within the Units or upon the Condominium property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by its residents be permitted.

6. Only entire Units may be leased (no rooms may be rented separately) for periods of not less than one hundred eighty (180) consecutive days. Units which are leased may be occupied only by the lessee and his family, servants and guests.

7. Reasonable rules and regulations concerning the use of Condominium property may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners and residents of the Condominium upon request. Such regulations shall not be required to be incorporated in an amendment to this Declaration nor otherwise be filed of record.

8. Unless prior approval, in writing, is secured from the Board of Directors, a Unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior of the Unit, including awnings and/or storm shutters, doors or windows, nor shall any type of plant, shrubbery, flower or vines be grown on the Unit or common elements. Additionally, a Unit owner shall not place any furniture or equipment on the common elements appurtenant thereto. The foregoing provision may be modified or waived by the Board of Directors.

9. No fences, hedges, antennas, or similar devices shall be allowed on any portion of the Condominium property except in areas that may be so designated by the Association.

10. The overnight parking of vehicles, of any kind, upon any of the condominium property used for roadway purposes, is prohibited. In addition, the overnight parking of automobiles without a current license tag and inspection certificate and the overnight parking of any truck, trailer, motor home, camper, boat, van, motorcycle, or recreational vehicle is similarly prohibited.

11. No Unit owner shall cause any improvement or change to be made on the exterior of his Unit, including painting or other decorations, or the installation of electrical wiring, machinery or air conditioning units, which may protrude through the walls or roof of the structure, without first obtaining the prior written consent of the Association. Any such modification to a Unit, if permitted by the Association, might be subject to additional maintenance assessments and management costs against the Unit owner if the same is found to be warranted by the Association.

12. A Unit owner may not modify his Unit except with the prior written approval of the Board of Directors. No Unit owner shall cause or permit his balcony to be enclosed, nor shall any Unit owner cause or permit his balcony to be increased in size, the configuration thereof altered, or awnings installed thereon, or on any portion of the exterior of the building. No shutters may be placed outside or inside balcony screens or on the glass doors which connect the Unit to its balcony unless approved, in advance, by the Association. Curtains, or drapes (or the linings thereof) facing on exterior windows of Units shall be in a uniform color as originally specified by the Developer.

13. A Unit owner is prohibited from affixing to the interior or exterior surface of a window any aluminum foil or similar type of reflective material. No "For Rent" or "For Sale" or any other type of sign whatsoever shall be erected on or affixed to any portion of a Unit.

14. No owner or other person or persons shall be permitted to use or occupy any Unit or otherwise enjoy the Condominium property unless such owner or other person has first been approved for occupancy by the Board of Directors.

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This approval shall be in addition to the approval set forth in Article X. The approval of any purchaser shall be presumed to also constitute an approval for occupancy and such presumption shall continue until and unless such approval is revoked by the Board of Directors for cause. Cause shall consist of conduct detrimental to the Condominium community such as, but not limited to, disturbing the peace, continued and habitual intoxication, chronic disobedience of rules and regulations, together with such other conduct which may be reprehensible and violative of the norms and standards of the community. The above and foregoing rights shall be enforceable in equity by injunctive relief.

15. The Association may adopt rules and regulations concerning the ownership of pets of Unit owners or their tenants. The rules and regulations may prohibit the ownership of pets of Unit owners or their tenants.

16. Bicycles must be placed or stored in the designated areas, if any, and no water beds are to be brought into the Units for any purpose whatsoever.

17. The managing agent or the Board of Directors of the Association shall retain a pass key to each condominium Unit for emergency purposes. No Unit owner shall alter or install any lock without the written consent of the Association. Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit owner causing the damage. There shall be no solicitation by any person anywhere in the condominium property for any cause, charity or for any other purpose whatsoever.

#### ARTICLE XVI EASEMENTS

1. The common elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement, for ingress, egress, utility purposes, and for all other proper and normal purposes for the furnishing of services and facilities to the Condominium. Said easement is hereby created in favor of all the Unit owners in this Condominium for their use and for the use of their immediate families, guests, invitees or licensees. The Association shall have the right to establish rules and regulations governing the use and enjoyment of said easements.

2. All of the Condominium property shall be subject to easements for encroachments which now exist or may hereafter exist, caused by settlement or movement of the Units, or buildings containing the Units, or caused by minor inaccuracies in building or rebuilding said Units, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist. In the event any Unit shall encroach upon the common elements for any reason not caused by the purposeful or negligent act of the Unit owner, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment onto the common elements for so long as such encroachment shall naturally exist; and in the event that any portion of the common elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment for so long as the same shall naturally exist.

3. If there shall be located within the boundaries of any Unit, any conduit, plumbing, wiring or other facilities for the furnishing of utility services to other Unit owners or to the common elements, an easement in favor of the Association and the members thereof shall exist therefor, and an easement of access to and through such Unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the Unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

4. Easements are reserved by the Developer and the Association through the Condominium property as may be required for ingress and egress, construction purposes, drainage, and for furnishing municipal and utility services in order

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to adequately serve this Condominium and/or to adequately serve any other adjacent lands which are not submitted to condominium form of ownership but which constitute a dependent parcel needing the use and enjoyment of such easements within the discretion of the Developer. As used herein, the term "Utility Services" shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other such utility services. The Developer and the Association, for themselves and their assigns, reserve the right to impose upon the common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes and reserve the right to grant a license to use the recreational facilities as they deem to be in the best interest of, and necessary and proper for, the development of the lands of the Condominium.

5. Every portion of a Unit contributing to the support of a building, or of an adjoining Unit, shall be burdened with an easement of support for the benefit of said other Unit(s) and common elements in the building.

6. The appurtenances shall include an exclusive easement for the use of the air space occupied by any Unit as it may exist in any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

#### ARTICLE XVII RIGHTS OF DEVELOPER

So long as the Developer shall own any Unit, it shall have an absolute right to lease, sell, transfer and/or convey any such Unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest and in connection therewith the right the Association has, or may hereafter acquire to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to the Developer. The Developer shall have the right to transact on the Condominium property any business necessary to consummate the sale, lease or rental of Units including, but not limited to, the right to maintain models, have signs, use employees in the models or offices, and permit the use of common elements to show Units. A sale or rental office, signs, and all items pertaining to sales or rentals shall not be considered common elements, and shall remain the property of the Developer. The Developer may use the recreational facility and any Unit or Units as a sales office and/or model. In the event there are unsold Units, the Developer retains the right to be and remain the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease.

The Developer shall have the right to retain control of the Association and to elect members of the Board of Directors in accordance with, and pursuant to, the provisions of Chapter 718.301(1), Florida Statutes which provides the following:

"(1) When Unit owners other than the Developer own fifteen percent (15%) or more of the Units in a condominium that will be operated ultimately by an Association, the Unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association:

- (a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) when all Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

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

whichever occurs first. The Developer is entitled to elect at least one member of the Board of Administration of an Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than five hundred (500) Units. . .

Whenever the Developer shall be entitled to designate any person to serve on the Board of Directors, such designation shall be made in writing, and the Developer shall have the right to remove said person and to appoint a replacement to act and serve for the remainder of the unexpired term of any director so removed. Written instruments designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

Any person designated by the Developer to serve on the Board of Directors shall not be required to be disqualified upon any vote concerning a management contract or other matter in which the Developer or the said Director may have a pecuniary or other interest. Similarly, the Developer, as a member of the Association, shall not be required to disqualify itself on any vote which may come before the membership of the Association upon any matter between the Developer and Association where the Developer may have a pecuniary or other interest.

The initial monthly assessment for each Unit owner shall be as set forth in an Estimated Operating Budget, prepared in accordance with Chapter 718.504, Florida Statutes. The Developer shall be excused from payment of its share of the common expenses as to the Units it owns until the occurrence of the first of the following: (a) 1995; or (b) the date when the majority of the Board of Directors is elected by the Unit owners in the Condominium, rather than by the Developer. During the period of time when the Developer is excused from paying its share of the common expenses, the Developer shall be responsible for any deficit relating thereto. Accordingly, the Developer shall be obligated to pay the difference between the Association's actual common expenses and the sums collected as the assessment for common expenses from Unit owners other than the Developer, if the same is necessary to avoid a deficit. During the period of this undertaking, the Developer shall have the right to require that the Board of Directors of the Association increase said quarterly assessments in an amount as determined by the Developer which shall not exceed \$578.00 during the period of the undertaking.

All rights in favor of the Developer reserved in this Declaration and the exhibits attached hereto are freely assignable in whole or in part by the Developer and may be exercised by any nominee or successor-in-interest of Developer. The Article shall not be subject to any amendment (without the written consent of the Developer) until the Developer has sold all of the Units of the Condominium.

The Developer (and its designees) shall have the right, in its sole discretion, and at such time as it desires, to enter on, over and across the Condominium property, and the further right to use portions of the Condominium property for construction purposes. Such construction by the Developer on the Condominium property or within any Units shall in no event constitute a nuisance or be deemed to be an interference with the use or enjoyment of the Units by the owners thereof.

#### ARTICLE XVIII PHASE CONDOMINIUM

This Condominium may be developed in phases pursuant to Chapter 718.403, Florida Statutes. Phases I through 4, inclusive, are specifically depicted on Exhibits B through E, inclusive. Should the Developer decide, in its sole discretion, to add all or part of the foregoing phases to this Condominium, each phase shall consist of the property described and delineated on Exhibits B through E, inclusive, with the number and general size of the Units depicted thereon, where applicable. In the event all phases are added to this Condominium, the same will consist of a total of thirty-four (34) Units and each Unit owner in the Condominium will own the undivided interest in the common

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elements as more fully set forth in Article V of this Declaration. In the event all phases are added to this Condominium, they will be completed by January 1, 1995. As phases are added to the Condominium, the impact will be to increase the number of Units, and the number of persons who will be entitled to use the Common Elements will be increased accordingly. The further impact will be to increase the common expenses; however, the number of Units sharing said expenses will be increased proportionately.

Each Unit in the Condominium is entitled to a membership in the Association, which membership will be increased at such time that additional phases are added to the Condominium. In the event all four phases are submitted to condominium form of ownership, the Association will consist of a total of thirty-four (34) memberships. Should the Developer, in its sole discretion, decide to construct and add Units in all or part of Phases I through 4 to this Condominium, then upon substantial completion of the construction of the Units to be added in said phase or phases, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase or phases to be added, and certify said survey as required by, and pursuant to, the applicable provisions of Chapter 718.104(4)(e), Florida Statutes. This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Palm Beach County, Florida, together with such exhibits relating thereto as the Developer determines, in its sole discretion, are necessary.

Nothing contained in this Article shall be construed as requiring the Developer to construct any or all of the phases or Units to this Condominium; but if one or more phases are added to this Condominium in one or more subsequent amendments, such phase or phases will be added to this Condominium by January 1, 1995. Further, nothing contained in this Article shall require the Developer to submit Phases 1 through 4, inclusive, in their sequential order. The Developer reserves the right to delete, change the arrangement and location of any or all Units in the phases not yet added to this Condominium, and further reserves the right to change the exterior and interior design of the Units, so long as the Developer owns the Units to be altered.

#### ARTICLE XIX COMPLIANCE AND ENFORCEMENT

Each Unit owner shall be governed by and shall comply with the terms and conditions of this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations promulgated by the Association. Failure of a Unit owner to so comply shall entitle the Association and/or the other unit owners to have all the rights and remedies which may be provided for herein or which may be available at law or in equity. The Association may prosecute any action or proceedings for damages, injunction or specific performance or for any other combination of remedies or such other relief as may be appropriate under the circumstances. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate shall be charged to and assessed against the defaulting Unit owner and the Association shall have a lien for all of the same.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet, 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.

If any legal proceeding based upon a dispute regarding the terms and provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, is brought by the Association or any Unit owner against the Developer, the Developer, if successful in said proceeding, shall be entitled to recover its costs and reasonable attorneys' fees, including fees and costs on appeal.

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The failure of the Association, the Developer or any Unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Rules and Regulations of the Association, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XX TERMINATION

The condominium regime, created pursuant to this Declaration, may be terminated as follows:

1. In accordance with Chapter 718.117, Florida Statutes.
2. In compliance with the terminology set forth in this Declaration pertaining to major damage to the Condominium property.
3. In the event written consent is secured by the record owners of all Units within the Condominium, together with the written consent of all the institutional mortgagees.
4. With the written consent (the "Consent") of (i) the record owners of Units having appurtenant thereto not less than a 75% undivided interest in the common elements and (ii) the mortgagee holding the greatest number of recorded mortgages on the Units in the Condominium. Within thirty (30) days following the obtaining of the Consents, all consenting owners, or a lesser number of them, shall agree in writing to purchase all Units owned by non-consenting record owners upon the terms hereinafter set forth, and notice of such agreement must be sent to the non-consenting record owners of each Unit that the option to purchase such Unit, set forth in paragraph A below, is being exercised. The Consents shall be irrevocable until the expiration of the said thirty-day period, and, if all such options are exercised, the Consents shall remain irrevocable. The option to purchase each Unit belonging to non-consenting owners shall be exercised and the purchase thereof shall be consummated as follows:

A. Exercise of Option. The option to purchase each Unit shall be exercised by delivery or mailing by certified mail to the record owners of each Unit an Agreement to Purchase (the "Agreement") executed by the persons who will participate in the purchase of such Unit. The Agreement shall be submitted together with a notice which shall, in essence, state the following:

- (i) A list of all Units to be purchased
- (ii) The names of all persons participating in each purchase
- (iii) A statement to the effect that all Units owned by owners not approving the termination of the Condominium are to be purchased.

B. Price. The Agreement, which shall represent a separate contractual arrangement between the sellers and the purchasers of each Unit, shall set forth the price for each Unit. This 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 the Agreement. In the event the parties cannot agree as to price, the same shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the Arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. 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 paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

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E. Failure to Close. If any sale shall fail to close, the Association may procure another purchaser to purchase the Unit at the said sales price, the closing of the latter sale to take place within sixty (60) days following the scheduled closing date of the sale which failed to close.

At such time that the purchase of all Units owned by the non-consenting record owners have been closed, the Condominium shall terminate and the same shall be evidenced by filing, in the Public Records of Palm Beach County, Florida, a certificate of the Association, executed by its President and Secretary, certifying under oath the facts effecting the termination. Upon termination, the Unit owners of record shall own all of the Condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to each Unit immediately prior to the termination. This Article concerning termination, cannot be amended without the consent of all Unit owners and all record owners of mortgages upon Units.

#### ARTICLE XXI MISCELLANEOUS

Whenever notice is required under the terms of this Declaration, it shall be given in writing to the Association, to the Unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by depositing with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

ASSOCIATION	As the Association's address appears on record at the office of the Secretary of State of Florida.
UNIT OWNER	As the address of the Unit owner appears on the books of the Association.
MORTGAGEE	As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary of the Association in the aforesaid manner shall constitute notice to the Association. Until the election of the officers of the Association, the Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice which shall be addressed as follows:

ARIEL BUILDERS, INC.  
22101 Las Brisas Circle  
Boca Raton, Florida 33433

or to such other address as Developer shall, in writing, advise the person giving such notice to utilize for such purposes.

In respect to automobile parking areas, the Developer may adopt a parking plan with respect to any parking spaces, and assign particular parking spaces to the use of designated Units. In lieu thereof, the Association may propose a plan which, in order to be effective, must be approved by not less than seventy-five percent (75%) of the Unit owners. No assignment of parking places shall be recorded in the Public Records of Palm Beach County, Florida.

Due to the nature of the climatic conditions existing in the South Florida area, it is often difficult, if not impossible, to keep alive and maintain landscaping, plant material, grass, shrubbery and other greenery. Accordingly, the Developer shall not be responsible for the condition of such landscaping, plant material, grass, shrubbery and other greenery and shall have no obligation, responsibility, duty, or liability whatsoever to maintain and/or replace the same.

All the provisions of this Declaration and the exhibits attached hereto shall be construed as covenants running with the land and every Unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium documents.

The Developer and each Unit owner acknowledge that all determinations, interpretations and interpolations made by the Palm Beach Building Department

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shall be binding in connection with the plans and specifications for all improvements constructed by the Developer.

The invalidity, in whole or in part, of any covenant or restriction, or any section, paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration or any exhibit thereto, shall not affect the validity of the remaining portions thereof.

The terms and provisions, covenants and conditions of this Declaration shall be binding upon and inure to the benefit of the parties hereto.

The headings of the sections, subsections, paragraphs and subparagraphs of this Declaration are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections or subsections.

The interpretation, construction, and effect of this Declaration shall be in accordance with and be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Developer has executed this Declaration, this 13th day of December, 1985.

Signed, sealed and delivered  
in the presence of:

Sally J. Dubois  
Victoria Szepanski

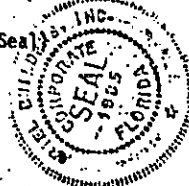
ARIEL BUILDERS, INC., a Florida  
corporation

BY:

Aron Lampert  
ARON LAMPERT

Lampert  
President

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared ARON LAMPERT as President of ARIEL BUILDERS, INC., a Florida corporation, who acknowledged that he signed, sealed and delivered the foregoing Declaration of Condominium in his capacity as such officer for the purposes therein stated.

WITNESS my hand and official seal in the State and County named above this 13th day of December, 1985.

Victoria Szepanski  
NOTARY PUBLIC

My Commission Expires:

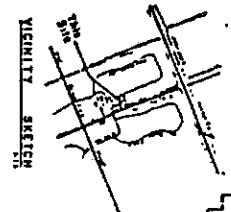
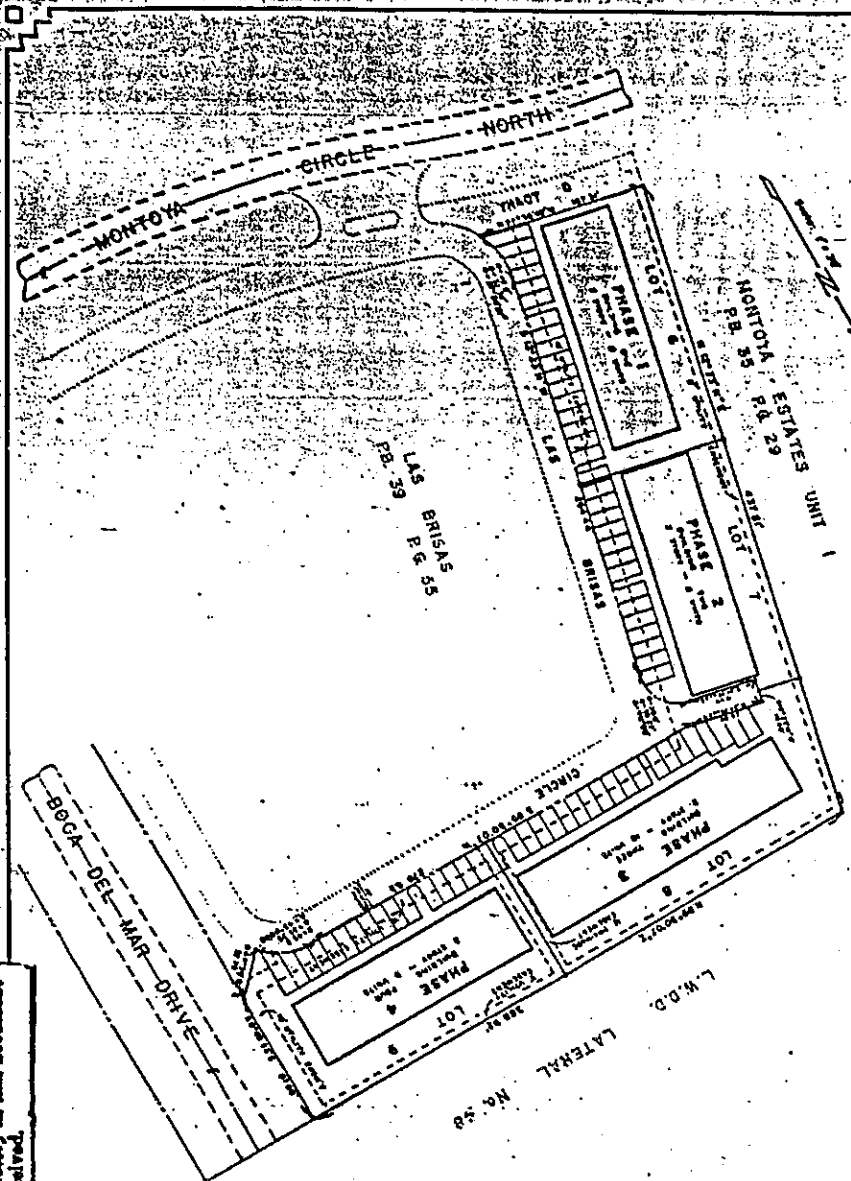
NOTARY PUBLIC  
STATE OF FLORIDA  
ARON LAMPERT, INC.



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# LAS BRISAS of Boca CONDOMINIUM

EXHIBIT 'A' - SHEET 2



DESCRIPTION  
LOT 1, 2, 3 AND 4 OF LAS BRISAS, ON FILE IN PLAT BOOK 25 AND 26 OF THE PALM BEACH COUNTY PUBLIC RECORDS.

NOTES:  
1. THE PROPERTY SHOWN AND DESCRIBED HEREIN IS THE PROPERTY OF WALTER A. CORNELL, INC., ENGINEERS & LAND SURVEYORS, 2235 4TH STREET, BOCA RATON, FLORIDA.  
2. THE PROPERTY SHOWN AND DESCRIBED HEREIN IS THE PROPERTY OF WALTER A. CORNELL, INC., ENGINEERS & LAND SURVEYORS, 2235 4TH STREET, BOCA RATON, FLORIDA.  
3. THE PROPERTY SHOWN AND DESCRIBED HEREIN IS THE PROPERTY OF WALTER A. CORNELL, INC., ENGINEERS & LAND SURVEYORS, 2235 4TH STREET, BOCA RATON, FLORIDA.



WALTER A. CORNELL, INC.  
ENGINEERS & LAND SURVEYORS  
2235 4TH STREET, BOCA RATON, FLORIDA

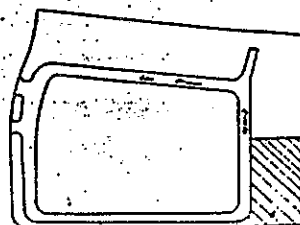
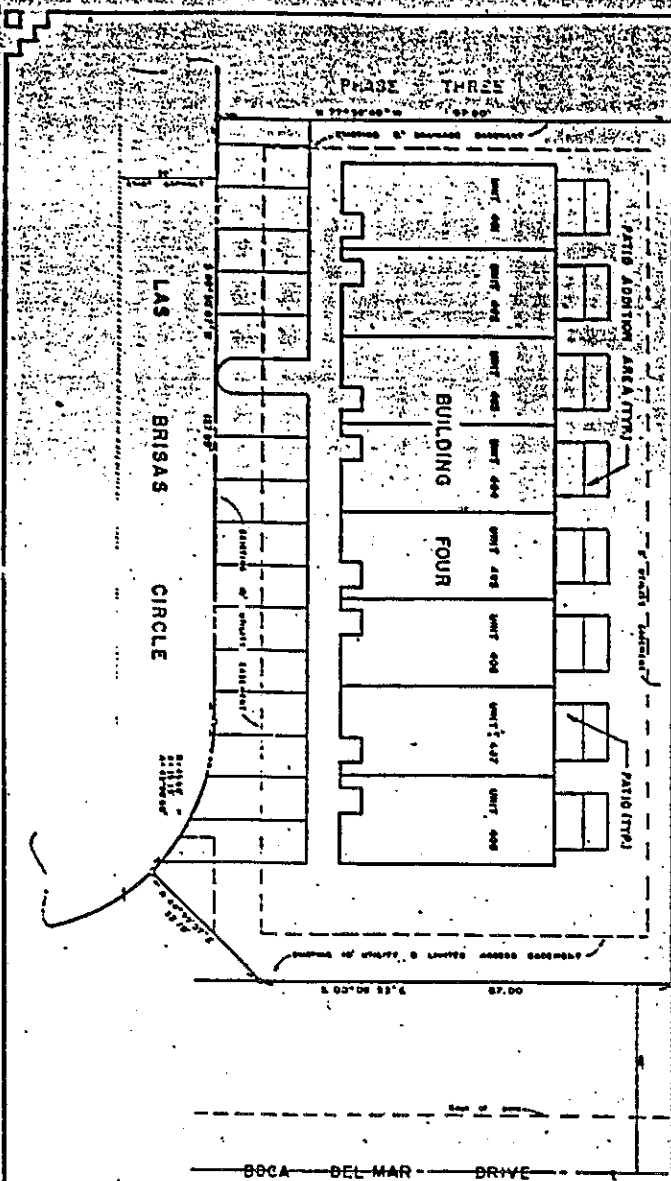
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# LAS BRISAS of Boca CONDOMINIUM

EXHIBIT "E" - SHEET 1  
JULY 1985

L.W.D. LATERAL No. 48



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

DESCRIPTION:  
LOT 9 OF LAS BRISAS, AS RECORDED IN PLAT  
BOOK 39 PAGES 33 AND 34 OF THE PUBLIC  
RECORDS OF PALM BEACH COUNTY.

## NOTES

1. All dimensions are given in feet and inches.
2. The area of the building is approximately 10,000 square feet.
3. The area of the patio is approximately 2,000 square feet.
4. The area of the arts addition is approximately 1,000 square feet.
5. The area of the parking lot is approximately 5,000 square feet.
6. The area of the driveway is approximately 1,000 square feet.
7. The area of the walkway is approximately 1,000 square feet.
8. The area of the fence is approximately 1,000 square feet.
9. The area of the landscaping is approximately 1,000 square feet.
10. The area of the pool is approximately 1,000 square feet.

WALTER A. CORNELL, INC.  
ENGINEERS & LAND SURVEYORS  
22 SE 4TH STREET, BOCA RATON, FLORIDA

47E0D 51848

Las Brisas

Homeowners Ass'n  
Dec.

WHITE DEVELOPMENTS, INC.  
A Florida Corporation

TO  
THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

LAS BRISAS, A Subdivision in the County of Palm Beach, According to the Plat Thereof, as Recorded in Plat Book #39, at Pages #55 Through #56 of The Public Records of Palm Beach County, Florida.

WHITE DEVELOPMENTS, INC., a Florida corporation, the owner of all the foregoing described lands, does hereby impress upon said lands the covenants, restrictions and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions the following words have the following meanings:

A. DEVELOPER means WHITE DEVELOPMENTS, INC., a Florida corporation authorized to do business in Florida, its successors and assigns.

B. UNIT means a dwelling unit, whether it be single family residential dwelling unit or other type of single family household.

C. UNIT OWNER means the record owner with fee simple title of a UNIT, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure. The record owner of the SUBDIVISION shall be deemed to own such number of UNITS as may be permitted by this instrument to be constructed within the SUBDIVISION, less any other UNIT OWNERS therein.

D. PERSON means a person, firm, association, partnership or corporation.

E. SUBDIVISION means the following described land to-wit:

LAS BRISAS, A Subdivision in the County of Palm Beach, According to the Plat Thereof, as Recorded in Plat Book #39, at Pages #55 Through #56 of The Public Records of Palm Beach County, Florida.

No portion of the plat containing open spaces, exclusive of roadways, utility easements, reservations for canals, or right-of-ways

PREPARED BY AND RETURN TO: ROGER L. BROWN, ESQ.  
4901 North Federal Highway  
Suite 400  
Fort Lauderdale, Florida

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that are vacated by virtue of non-use or abandonment, may be vacated in whole or in part unless the entire plat is vacated.

F. INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved lending institution, recognized pension fund investing in mortgages, recognized real estate investment trust, or federal or state savings and loan association having a first mortgage lien upon any UNIT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

G. ASSOCIATION means LAS BRISAS OF BOCA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns.

H. DIRECTORS means the Board of Directors of LAS BRISAS OF BOCA HOMEOWNERS ASSOCIATION, INC.

I. GENDER. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

J. COMMON AREAS AND FACILITIES shall mean and refer to those areas of land shown on any recorded subdivision plat of the SUBDIVISION designated and intended to be used for the common use and enjoyment of the OWNERS of the SUBDIVISION. Specifically the COMMON AREAS AND FACILITIES shall include the following:

All streets, recreational facilities, water management areas, or other areas not lying with Lots 1, 2, 3, 4, 5, 6, 7, 8, or 9 of said SUBDIVISION or intended by the DEVELOPER for private ownership.

K. MEMBER. Member shall mean and refer to those Owners who are members of the Association as provided in Paragraph 4, A hereof.

2. PROPERTY RIGHTS IN THE COMMON AREAS.

A. Subject to the provisions of subparagraph B hereafter, every Member shall have a right and easement of enjoyment in and to the COMMON AREAS and such easement shall be appurtenant to and shall pass with the title to every UNIT.

B. The rights and easements of enjoyment created hereby shall be subject to the following:

(1) The right of the DEVELOPER and of the ASSOCIATION, in accordance with its Articles and By-Laws, to borrow money for the

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purpose of improving the COMMON AREAS and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the ASSOCIATION and all rights of the Members hereunder shall be fully restored.

(2) The right of the ASSOCIATION to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(3) The right of the ASSOCIATION, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(4) The right of the ASSOCIATION to charge reasonable admission and other fees for the use of the COMMON AREAS; and

(5) The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREAS to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action.

3. GENERAL PROVISIONS.

A. USE RESTRICTIONS. The UNITS, LOTS or portions thereof herein described may be used for single family dwellings and for no other purposes; no commercial, industrial or other non-residential buildings may be erected on the lots or portions thereof and no businesses may be conducted on any part of a UNIT, LOT or portion thereof nor shall any building or portion thereof be used or maintained as a professional office.

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B. MAINTENANCE OF LOTS. All areas of LOTS or portions thereof not covered by building, structures or paved parking facilities shall be maintained as landscaped areas, and shall be maintained to the pavement edge of any abutting streets and to the property lines of the various LOTS or portions thereof. The said landscape areas shall be maintained by the OWNER in good and substantial condition, and so as to properly maintain and promote the property values of all lots and portions thereof and properties within the entire SUBDIVISION which is the subject matter of this Declaration. In the event that any OWNER shall fail or refuse to maintain such areas as above provided, the DEVELOPER and/or the ASSOCIATION shall have the right to enter upon such areas and to install thereon such landscape material as may be necessary to comply with the maintenance of such standards and/or to maintain the same; any such entry made by the DEVELOPER or the ASSOCIATION shall not be deemed a trespass. Should said right to install and/or maintain the said landscape areas be exercised, the cost thereof shall be borne by the OWNER and payment thereof shall be due and payable to the DEVELOPER and/or the ASSOCIATION within thirty (30) days from a written request to the OWNER to pay same. Should the OWNER fail to make such payment within the said thirty (30) day period, then the DEVELOPER and/or ASSOCIATION shall have a lien for the cost thereof, enforceable as otherwise provided herein.

C. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted upon a LOT or a portion of a LOT unless approved in writing by DEVELOPER and/or the ASSOCIATION. A temporary construction facility may be permitted during construction and its size, appearance and temporary location must be approved by DEVELOPER and/or the ASSOCIATION in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by DEVELOPER and/or the ASSOCIATION in writing.

D. NUISANCES. There shall not be erected, maintained, operated, carried on, permitted or conducted upon any UNIT or portion of any UNIT any thing or activity which shall be or become noxious or offensive or an annoyance or a nuisance to the OWNER or OWNERS of other UNITS or portions thereof. There shall be no outdoor clothes drying activities on any LOT or UNIT.

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E. ANTENNAS. No outside antennas, poles, masts, electronic devices or towers shall be permitted unless approved in writing by DEVELOPER and/or the ASSOCIATION.

F. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS. All garbage and trash containers, oil tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent lot or portion thereof. All air-conditioning units and equipment shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Landscaping adequate to screen air-conditioning units and equipment and the garbage and trash containers, oil tanks, if any, shall be installed and maintained by the OWNER to provide an aesthetically pleasing treatment of those walled-in areas and of the air-conditioning units.

G. SIGNS. No signs shall be erected or displayed on any UNIT or portion thereof, including but not limited to signs advertising the UNITS or portions thereof for sale or rent or any other purpose, unless the placement and character, form, size and time of placement of such signs be first approved in writing by DEVELOPER and/or the ASSOCIATION. No free standing signs shall be permitted unless approved in writing by DEVELOPER and/or the ASSOCIATION. This regulation shall expire, and the right of the DEVELOPER and/or the ASSOCIATION to control such signs advertising UNITS or portions thereof for sale or use or other purpose shall expire on December 31, 1985. All signs must, in addition to the above, also conform with applicable governmental ordinances, rules, laws and regulations.

H. TRUCKS, BOATS, OTHER VEHICLES AND PARKING.

(1) The parking or storage of automobiles and other motor vehicles ~~except upon paved areas is prohibited.~~

(2) The parking or storage of boats and boat trailers, campers, trailers or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) upon any land in the SUBDIVISION is prohibited except in spaces expressly provided for same, in the event the DIRECTORS should elect to provide such space, or as may be approved in writing in advance by the DIRECTORS.

(3) Only vehicles bearing current license and registration tags and inspection certificates, as required pursuant to state law,

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shall be permitted to be parked or stored on any lands within the SUB-DIVISION.

(4) -The overnight parking or storage of trucks or commercial vehicles in excess of three-quarter ton rated capacity is prohibited.

I. STORM SHUTTERS. No hurricane and storm shutters shall be installed unless the same be of a type approved by the DIRECTORS.

J. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any LOT or on the Common Area. However, dogs, cats, and other household pets may be kept in UNITS for the pleasure of the occupant of the UNIT, provided that such dogs, cats, or other household pets shall not create or become a nuisance, or be kept or used for any commercial purpose, and in no event shall the Owner of any UNIT keep and maintain more than two of either dogs, cats, or other household pets or combination thereof.

K. OUTSIDE STRUCTURES. No fence, hedge, wall, or other dividing instrumentality shall be placed, planted or maintained on any LOT or UNIT unless the same has been approved by the Committee.

L. INSURANCE. Property and casualty insurance on each UNIT shall be maintained through the ASSOCIATION, in an amount equal to the maximum insurable value thereof. Such insurance shall be purchased by the ASSOCIATION through a master policy covering each UNIT within LAS BRISAS against loss or damage by fire and other hazards covered by a standard extended coverage policy, and flood insurance, if required by mortgage lenders. In the event of casualty loss, the ASSOCIATION shall be the agent of all UNIT OWNERS and shall adjust such loss on their behalf. All damage shall be repaired and restored to the original condition using the proceeds of the insurance. In the event that the insurance proceeds are inadequate to cover the costs of such repair and restoration, a special assessment shall be assessed against each UNIT OWNER, as provided for in the Declaration. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the ASSOCIATION for the operation and maintenance of the common areas.

The ASSOCIATION shall also purchase such insurance as may be necessary on the recreation area and other common property, which insurance shall be handled in the same manner as set forth above. The

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ASSOCIATION may also purchase liability insurance covering the ASSOCIATION'S Directors and Officers.

The premiums for all insurance policies purchased by the ASSOCIATION shall be deemed to be general expenses of the ASSOCIATION and shall be paid by the members through the general assessment against each UNIT, as provided in the Declaration. The method of allocation of the insurance premiums among the UNIT OWNERS shall be determined by the Board of Directors.

Each UNIT OWNER shall be responsible for the insurance of any personal property within the UNIT and for liability insurance, as such OWNER may desire.

4. ASSOCIATION.

A. Membership. Each UNIT OWNER of a fee, or undivided fee interest, shall automatically become a member of the ASSOCIATION upon acquiring record title in any UNIT. In addition, the record owner of the SUBDIVISION shall be deemed to own that number of memberships which is equal to the number of UNITS permitted in this instrument to be constructed in the SUBDIVISION less any UNITS therein recorded in the name of another owner. Said membership shall be appurtenant to and may not be separated from ownership of any UNIT. When more than one person holds an interest in any UNIT all such persons shall be members; however, there shall be only one vote for each UNIT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record UNIT OWNERS designating which member shall be entitled to vote for said UNIT. In the event such a certificate is not on file with the ASSOCIATION, no vote for said UNIT shall be cast. The membership in the ASSOCIATION shall also include such other persons hereinafter declared by the DEVELOPER to be members of said ASSOCIATION and said members hereinafter so declared shall be subject to the same rights and obligations as herein set forth. Membership shall continue until such time as the member transfers or conveys of record said interest, or said interest is transferred and/or conveyed by operation of law, at which time said membership (with respect to the LOT or UNIT conveyed) shall automatically be conferred upon the transferee.

(1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

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(2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B Member, said Class B member shall have the exclusive power to select the DIRECTORS, which DIRECTORS shall exercise all the powers of the ASSOCIATION. The Class B membership shall cease and all powers and duties of the ASSOCIATION shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

(a) January 1, 1990.

(b) Upon filing in the Public Records of the County in which the property is located, of a resignation of the Class B Member from Membership.

(c) Upon sale of all LOTS or UNITS within said subdivision.

8. Purpose. The purpose of the ASSOCIATION is to make available to all members certain COMMON AREAS AND FACILITIES and to provide for the maintenance of same, including but not limited to, maintenance of roads and associated drainage, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the costs of labor, equipment, materials, management, and supervision thereof, and to provide for such other services as may be required by any governmental agency having jurisdiction and to enforce such restrictions as are imposed upon the ASSOCIATION by this Declaration of Restrictions.

C. Board of Directors. The Board of Directors of the ASSOCIATION shall consist of three (3) members, the full membership of said Board to be appointed by the DEVELOPER so long as the DEVELOPER is a member of the ASSOCIATION by virtue of its ownership of any portion of the property subject to this Declaration, including any property which is subsequently subjected to this Declaration. The right of appointment set forth hereunder shall fully terminate at such time as DEVELOPER no longer holds ownership of record of any property subject to this Declaration or any part thereof. Subsequent Boards shall be elected in accordance with the Articles of Incorporation and/or the By-Laws of the ASSOCIATION. There shall be no requirement that any member of the Board of Directors appointed by the DEVELOPER be a member of the ASSOCIATION or a property owner within LAS BRISAS.

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D. Officers. Officers of the ASSOCIATION shall be appointed by the Board of Directors of the ASSOCIATION in accordance with the Articles of Incorporation and/or the By-Laws of the ASSOCIATION. So long as the DEVELOPER has or retains the right of appointment of the Board of Directors, no officer appointed shall serve the ASSOCIATION until such time as the DEVELOPER approves the appointment. Upon the appointment of an officer by the Board of Directors, whether or not said appointment occurs at the annual meeting for such appointment or otherwise, the Board of Directors shall forthwith submit the name of such newly appointed officer or officers (as the case may be) in writing to the DEVELOPER. DEVELOPER shall approve or disapprove said officer or officers within twenty (20) days after receipt of said name or names. In the event the DEVELOPER fails to act within such time period, such failure shall be deemed approval by the DEVELOPER. There shall be no requirement that any officer of the ASSOCIATION be a member of the ASSOCIATION or a property owner within LAS BRISAS.

E. Rules and Regulations Governing Use of Association's Property. The ASSOCIATION, through its Board of Directors, shall regulate the use of ASSOCIATION property by its members and may from time to time promulgate such rules and regulations governing the use thereof as it may deem to be in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all Members of the ASSOCIATION. These rules and regulations may be enforced by legal or equitable action.

F. Indemnification of Officers and Directors. The ASSOCIATION hereby agrees to indemnify any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the ASSOCIATION to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the ASSOCIATION, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily

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incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the ASSOCIATION, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was not in the best interests of the ASSOCIATION or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the ASSOCIATION to procure a judgment in its favor by reason of his being or having been a Director or officer of the ASSOCIATION, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the ASSOCIATION, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with defense or settlement of such action, or in connection with defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the ASSOCIATION. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the ASSOCIATION unless, and only to the extent that, the court, administrative agency, or investigating body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances to the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the ASSOCIATION, and whether, with respect to any criminal action or proceeding, he had no

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reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

The foregoing right of indemnification shall not be deemed to limit in any way the powers of the ASSOCIATION to indemnify under applicable law.

5. COVENANTS FOR ASSESSMENTS.

A. Membership Fees. Each Member by accepting title to a UNIT in the SUBDIVISION (including such owner or owners of UNITS permitted to be constructed in the SUBDIVISION as aforesaid), whether or not it shall be so expressed in such instruments of conveyance, is deemed to covenant and agree to pay the ASSOCIATION membership assessments or membership fees as hereinafter provided, which assessments and fees shall be established, collected and enforced as herein set forth and which are to be used exclusively to promote the health, safety and welfare of the members and the maintenance and preservation of the COMMON AREAS AND FACILITIES to be provided, and the enforcement of the provisions of this Declaration of Restrictions.

(1) The ASSOCIATION shall have, among its powers, the right to levy an annual or monthly assessment as determined by the DIRECTORS, to provide such maintenance, construction, reconstruction and repair of the COMMON AREAS AND FACILITIES to be provided, special assessments for capital improvements, and to provide for proper enforcement of this Declaration of Restrictions, as may be deemed by the DIRECTORS to be in the best interest of the members or as may be required by any governmental authority having jurisdiction, or as may be required by the Declaration of Restrictions. Expenditures for construction of new COMMON AREAS AND FACILITIES shall be authorized by the vote of two-thirds of the votes of the membership. In the event the required two-thirds vote of either class is not forthcoming, two-thirds of the other class may levy an assessment for such capital expenditures against members of their own class only. COMMON AREAS AND FACILITIES so constructed shall be available to the entire membership of the ASSOCIATION, on the same basis as any other facilities provided by the ASSOCIATION.

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(2) In addition to the annual assessments authorized above, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the COMMON AREA, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(3) The Board of Directors may levy an individual assessment against a UNIT OWNER for the cost and expense of repairs which the UNIT OWNER has failed or refused to perform. The ASSOCIATION is hereby granted a right of entry into each UNIT to eliminate any nuisance or any condition deemed hazardous by the insurance underwriters. The individual assessment shall be collectable in such manner as the Board of Directors shall determine, and shall bear interest at the rate of ten per cent (10%) per annum.

B. Lien in favor of the ASSOCIATION. The ASSOCIATION shall have a lien on each UNIT in the SUBDIVISION for any assessment made by the ASSOCIATION for the purpose of permitting the ASSOCIATION to perform the several services and obligations conferred upon it under this Paragraph 5. Said lien shall attach and be effective from and after the time of recording in the Public Records of the County in which the UNIT is located, of a claim of lien stating the description of the UNIT, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten per cent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded. The lien shall become a continuing lien on the property and shall secure the amount reflected in said lien and interest, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee including those in appellate proceedings. Upon full payment the UNIT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any INSTITUTIONAL LENDER

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recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successor or assigns or the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT, and the ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

C. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(1) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(2) All COMMON AREAS AND FACILITIES as defined in paragraph 1, J, hereof;

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

6. ARCHITECTURAL COMMITTEE. No building, fence, wall, hedge, or other structure or landscape improvement shall be commenced, erected or maintained upon the COMMON AREAS OR FACILITIES, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Directors of the ASSOCIATION, or by an Architectural Committee composed of three (3) or more representatives appointed by the Directors. In the event said DIRECTORS, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it.

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or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

7. PARTY WALLS. Portions of the real property will or have been improved by the building thereon of various, separate building structures each containing two (2) or more separate but adjoining single family DWELLING UNITS that adjoin another DWELLING UNIT, the center line of a common wall being the common boundary of the adjoining DWELLING UNITS and of the appropriate adjoining parcels, and which common walls are referred to herein as "party walls."

A. USE OF PARTY WALL. Each common wall shall be a party wall, and any party to said wall, his heirs, successors and assigns, shall have the right to use the same jointly with the other party to said wall as hereinafter set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete blocks forming said party wall.

B. REPAIR OF WALL AND LIEN. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of any party thereto, the adjoining parties shall, at their joint expense, repair or rebuild said wall and each such party, his successors and assigns, shall have the right to full use as herein contained of said wall so repaired or rebuilt. If any party's negligence or willful misconduct causes damage or destruction of said wall, such negligent or willfully mischievous party shall bear the entire cost of repair or reconstruction. If any party shall refuse to pay his share, or all of such cost in the case of negligence or willful misconduct, the other party may have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs. Said lien shall be effective from and after the recording in the Public Records of the County in which the UNIT is located, a Claim of Lien setting forth all applicable information ordinarily required in a Claim of Lien filed by a mechanic improving upon or a materialman furnishing supplies to real property under the laws of the State of Florida. If any party shall give,

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or shall have given, a mortgage or mortgages upon his property, then the first mortgagee/s shall have the full right at his option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the parties.

C. ABANDONMENT OF WALL. If any party shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the other party who shall have an easement upon the land under the wall so long as the wall shall be used by him.

D. PRESERVATION OF RIGHTS. Any party removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the other party in the wall, and shall save the other party harmless from all damage caused thereby to the wall or to other improvements then existing.

E. MAINTENANCE OF WALL. The cost of maintaining each side of a party wall shall be borne by the party using said side, except as otherwise provided herein.

F. EXTERIOR DECORATIONS. Each party covenants and agrees that he will decorate the exterior portions of the dwelling upon his property in colors and finishes the same as the colors and finishes of all other parties' dwellings. No changes in colors and finishes of the exterior portions of a UNIT shall be made unless all UNITS on LOTS in the SUB-DIVISION now owned or hereafter owned and developed as townhouses by the DEVELOPER are so changed and the consent in writing is first obtained from all holders of first mortgages. Nothing herein shall be construed to require any party to obtain any approval in writing or otherwise for the painting of the exterior parts of his dwelling in the colors and finishes exactly the same as that originally supplied by the DEVELOPER. Nothing herein contained shall prevent a party from coating the unpainted exterior wood portions of a dwelling with a neutral wood preservative.

G. ROOF MAINTENANCE AND REPAIRS. Normal maintenance of the roof of the parties' dwellings such as cleaning, recoating or refinishing, shall be done uniformly and at the same time for the entire roof of the

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building upon agreement of the parties. The expense of such maintenance shall be borne proportionately by the parties. The pro-ration shall be determined by the ratio of square footage of each dwelling's roof to the total of the entire roof area of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one dwelling, the repair or replacement shall be at the expense of the occupant of said dwelling. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any party, such negligent party shall bear the entire cost of repair or replacement. If any party shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, the other affected party may have such roof repaired or replaced and shall be entitled to a lien on the premises of the other party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs. Said lien shall be effective as and contain information required in paragraph 7, B hereof. If any party shall give, or shall have given a mortgage or mortgages upon his property, then the first mortgagee shall have the full right at his option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the parties.

H. UTILITY EASEMENT. Each party grants to all parties a perpetual utility easement for power, telephone and any other utility sub-feed lines installed beneath the ground floor slab of his DWELLING UNIT. Any expense occasioned by necessary access of authorized personnel of the utility companies serving the building will be equally shared by the parties.

I. MORTGAGEE RIGHTS. So long as there shall be a mortgage or mortgages upon any of the UNITS described above, this Declaration shall not be modified, abandoned or extinguished as to those UNITS without the written consent of such mortgagee, and acquisition of any party's property by any other party shall not operate to render this Declaration void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage upon said UNIT.

J. DESTRUCTION OF UNIT. Should the UNIT on any Parcel be partially or fully destroyed by fire or otherwise, said UNIT shall be fully repaired

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and rebuilt. All reconstruction shall be in accordance with the plans used by DEVELOPER in the original construction of the UNITS on the Parcels. If any party shall neglect or refuse to so rebuild, the other affected party may have the damaged UNIT rebuilt in accordance herewith and shall be entitled to a lien on the premises of the other party so failing to rebuild for the amount of the costs of such reconstruction. Said lien shall be effective as and contain information required in paragraph 7, B hereof. If any party shall give, or shall have given a mortgage or mortgages upon his property, then the first mortgagee shall have the full right at his option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs or construction hereunder and not reimbursed to said mortgagee by the parties.

K. ACCESS FOR REPAIRS. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to the adjoining party and his mortgagee to enter on an adjacent UNIT to effect necessary repairs and reconstruction.

L. EMERGENCY REPAIRS. In case of any emergency the owner of any interest in any UNIT shall have the right to enter in or upon the adjacent UNIT and make such emergency repairs to the other improvements as are necessary to preserve and protect the property of the owner so entering, and the owner of the DWELLING UNIT upon which emergency repairs are made shall repay the owner so making the repairs such amounts as were reasonably expended, and for which amount the UNIT OWNER making the repairs shall have a lien upon the UNIT upon which repairs were made. Said lien shall be effective as and contain information required in paragraph 7, B hereof. If any party shall give, or shall have given a mortgage or mortgages upon his property, then the first mortgagee shall have the full right at his option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the parties.

M. LIEN FOR MAINTENANCE OF EXTERIOR AND LANDSCAPING. The entire buildings' exteriors and lawns, shrubbery, trees and paved driveways shall

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be maintained in a first class condition. If any party shall refuse or neglect to maintain his UNIT as aforesaid, the owner/s of the UNITS may have such maintenance performed and shall be entitled to a lien on the UNIT so maintained for the cost of such maintenance. Said lien shall be effective as and contain information required in paragraph 7, 8 hereof. If any party shall give, or shall have given a mortgage or mortgages upon his property, then the first mortgagee shall have the full right at his option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for maintenance hereunder and not reimbursed to said mortgagee by the parties.

N. ENFORCEMENT OF COVENANTS AND LIENS. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land to enforce any lien created by this Declaration, brought by any owner or owners, mortgagee or mortgagees. Failure by any party or his mortgagee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Liens provided for herein may be foreclosed as provided in paragraph 4, 8 hereof.

8. ABATEMENT OF VIOLATIONS. Violation of any conditions or restrictions or breach of any covenant herein contained shall give the DEVELOPER, its successors and assigns, and/or the ASSOCIATION and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the OWNER of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the DEVELOPER, its successors and assigns shall not thereby become liable in any manner for trespass, abatement or removal.

9. SALES AGENCY. Notwithstanding anything to the contrary herein contained, the DEVELOPER may construct and maintain model homes and a sales agency office, together with a sign or sign on lots of its choosing in the SUBDIVISION until such time as all of the lots in the SUBDIVISION have been sold by the DEVELOPER.

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10. RIGHT TO MODIFY OR CANCEL. DEVELOPER specifically reserves for itself, its successors and assigns and to the ASSOCIATION the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. The DEVELOPER agrees to submit such changes and modifications for review and approval to the appropriate governmental or municipal body in compliance with applicable statutes or ordinances.

11. ASSIGNMENT. Any or all of the rights, powers and obligations, easements and estates reserved or given to the DEVELOPER or the ASSOCIATION may be assigned by the DEVELOPER or by the ASSOCIATION, as the case may be, and any such Assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same; the entity accepting such assignment shall be composed of a majority of the then OWNERS of the property described in paragraph 1, E hereinabove. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the DEVELOPER and the ASSOCIATION. After such assignment the DEVELOPER and the ASSOCIATION shall be relieved and released of all responsibility hereunder.

12. OTHER RESTRICTIONS AND COVENANTS. In addition to the restrictions and covenants contained herein, each unit of LAS BRISAS, INC. shall be subject to and the DEVELOPER, the ASSOCIATION and the OWNERS shall be bound by all restrictions heretofore declared as to the property, including in particular, those Declaration of Restrictions filed by Boca Del Mar Associates, and each member of this ASSOCIATION shall be a member of the ASSOCIATION provided for in those Declarations and Restrictions.

13. NOTICE TO DEVELOPER OR ASSOCIATION. Notice to the Developer or Association shall be in writing and delivered or mailed to the DEVELOPER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

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14. NOTICE TO UNIT OWNER. Notice to any UNIT OWNER of a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the OWNER at the address shown on the records of the DEVELOPER or ASSOCIATION.

15. NON-LIABILITY OF DEVELOPER OR ASSOCIATION. The DEVELOPER or ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

16. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the ASSOCIATION or any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

18. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any portions of said land until the 1st day of January, 2012, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) years by an instrument signed by not less than ninety per cent (90%) of the UNIT OWNERS and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the UNIT OWNERS, excepting that so long as the DEVELOPER is a Class B member of the ASSOCIATION as provided for in paragraph 4, A, (2), no such amendment shall modify the provisions of said paragraph 4, A, (2) unless the DEVELOPER consents thereto in writing. Any amendment must be recorded to be effective.

19. NO ASSESSMENTS ON ALLOWABLE UNITS NOT CONSTRUCTED. Anything contained in this Declaration of Restrictions to the contrary notwithstanding, no lien or assessment shall be impressed or imposed upon UNITS

allowable but not actually constructed within the SUBDIVISION, nor shall any membership in the ASSOCIATION be required for such allowable UNITS. That is to say, for example, in the event that a total number of UNITS, less than the allowable number, is actually constructed within the SUBDIVISION, and no record title OWNER owns property within the SUBDIVISION on which additional UNITS could be constructed, no remaining allowable UNIT shall be impressed with the obligation of membership in the ASSOCIATION, nor shall such non-existing allowable UNIT be liable for any assessments which may be imposed by the ASSOCIATION by reason of any provisions of this Declaration of Restrictions, nor shall any lien attach by reason thereof.

IN WITNESS WHEREOF, the Declarant has this day caused these presents to be signed under its name by its duly authorized officers, and its corporate seal to be affixed this 28 day December 1979.

Signed, sealed and delivered in the presence of:

WHITE DEVELOPMENTS, INC.

By:

Jon Russell  
JON RUSSELL, President

ATTEST:

Harvey White  
Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of December, 1979, by JON RUSSELL, as President and HARVEY WHITE, as Secretary of WHITE DEVELOPMENTS, INC., a Florida Corporation, on behalf of the Corporation.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES DATE 12/31/80  
MY FIDELITY BOND IS \$10,000.00

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



Return to:  
Deschler, Reed & Critchfield  
555 South Federal Highway  
Boca Raton, Florida 33432

BOCA DEL MAR ASSOCIATES  
(a Florida Partnership)

TO

THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:  
TRACT 20, BOCA DEL MAR NO. 6

BOCA DEL MAR ASSOCIATES, a Florida partnership, the owner of all the foregoing described lands, does hereby impress upon said lands the covenants, restrictions and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions the following words have the following meanings:

(a) DEVELOPER means BOCA DEL MAR ASSOCIATES, a Florida partnership, its successors and assigns.

(b) UNIT means a dwelling unit, whether it be single family residential lot, condominium or co-operative association dwelling unit or other type of single family household.

(c) UNIT OWNER means the record owner of a UNIT. The record owner of the SUBDIVISION shall be deemed to own such number of UNITS as may be permitted by this instrument to be constructed within the SUBDIVISION, less any other UNIT OWNERS therein.

(d) PERSON means a person, firm, association, partnership or corporation.

THIS INSTRUMENT PREPARED  
BY & RETURN TO:  
Donald H. Reed, Jr., Esquire  
Deschler, Reed & Critchfield  
555 South Federal Highway  
Boca Raton, Florida 33432

OFF REC 3081 PG 0622

(e) SUBDIVISION means the following described  
land to-wit:

Tract 20, BOCA DEL MAR NO. 5, according to the  
Plat thereof, as recorded in Plat Book 30 at  
Pages 142 and 143, of the Public Records of  
Palm Beach County, Florida.

(f) INSTITUTIONAL LENDER shall mean any bank,  
insurance company, FHA approved lending institution, recognized  
pension fund investing in mortgages, recognized real estate  
investment trust, or federal or state savings and loan  
association having a first mortgage lien upon any UNIT or  
which has acquired and holds title thereto as a result of  
foreclosure of any such mortgage lien or by deed in lieu  
of foreclosure.

(g) IMPROVEMENT ASSOCIATION means BOCA DEL MAR  
IMPROVEMENT ASSOCIATION, INC., a Florida corporation not  
for profit, its successors or assigns.

(h) DIRECTORS means the Board of Directors of  
the BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC.

(i) GENDER. The use of any gender is deemed to  
include all genders; the use of the singular includes the  
plural and the use of the plural includes the singular.

2. USE. The SUBDIVISION shall be used for no purpose  
other than residential and not more than eighty-seven (87)  
UNITS shall be constructed thereon.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No  
trade, business, profession or any other type of commercial  
activity shall be carried on in the SUBDIVISION, excepting  
only the temporary operation of Sales Models and offices,  
as may be permitted in writing by the DIRECTORS.

OFF REC 3081 PG 0623

-2- RESIDENTIAL

4. PARKING, TRASH, CLOTHESPOLES, ANTENNAE, HURRICANE  
OR STORM SHUTTERS.

(a) No graveled or black-topped or paved parking strips are permitted except as previously approved in writing by the DIRECTORS.

(b) No clothesline or other clothes drying facility shall be permitted which is visible from any street or recreational area.

(c) All garbage and trash containers and oil and gas tanks must be placed and maintained and so constructed as to render the contents thereof hidden from view from adjoining properties. No garbage or trash shall be placed anywhere except in containers as aforesaid.

(d) No sign of any nature whatsoever shall be erected or displayed upon any property in the SUBDIVISION except where express prior written approval of the size, shape, content and location thereof has been obtained from the DIRECTORS, which approval may be arbitrarily withheld, except that withholding of consent by the DIRECTORS for advertising and promotion of the SUBDIVISION shall not be arbitrary or unreasonable.

(e) Unless prior written approval has been obtained from the DIRECTORS, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the SUBDIVISION.

(f) The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited.

(g) The parking or storage of boats and boat trailers, campers, trailers or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) and upon any lands in the SUBDIVISION is prohibited except in spaces expressly provided for same or as may be approved in writing in advance by the DIRECTORS.

OFF REC 3081 PG 0624

(b) Only vehicles bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked or stored on any lands within the SUBDIVISION.

(1) The overnight parking or storage of trucks or commercial vehicles in excess of one-half ton rated capacity is prohibited.

(1) No hurricane and storm shutters shall be installed unless the same be of a type approved by the DIRECTORS.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any UNIT nor shall anything be done thereon which may be or may become an annoyance or nuisance to the SUBDIVISION.

6. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on or in any UNIT, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and except as may be permitted by the DIRECTORS in writing.

7. ARCHITECTURAL CONTROL. No building, fence, wall, sign or other structure shall be commenced, erected or maintained within the SUBDIVISION, nor shall any exterior addition to or change or alteration to any existing structures within the SUBDIVISION be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the DIRECTORS, which approval shall not be unreasonably withheld. The DIRECTORS shall be permitted to employ aesthetic values in making any determination. In the event that the DIRECTORS fail to approve or disapprove such design and location within thirty (30) days after receipt of such plans and specifications for design and

OFF REC 3081 PG 0625

location, approval will not be required and this paragraph will be deemed to have been fully complied with. No site plan, plat, replat, or proposal of any kind for development within the SUBDIVISION shall be submitted to the appropriate governmental authority for approval until such shall bear on its face the written approval of the DIRECTORS in such form to be determined by the DIRECTORS.

8. IMPROVEMENT ASSOCIATION.

(a) Memberships. Each UNIT OWNER shall automatically become a member of the IMPROVEMENT ASSOCIATION upon acquiring record title in any UNIT. In addition, the record owner of the SUBDIVISION shall be deemed to own that number of memberships which is equal to the number of UNITS permitted in this instrument to be constructed in the SUBDIVISION less any UNITS therein recorded in the name of another. Said membership shall be appurtenant to and may not be separated from ownership of any UNIT. When more than one person holds an interest in any UNIT all such persons shall be members, however, there shall be only one vote for each UNIT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record UNIT owners designating which member shall be entitled to vote for said UNIT. In the event such a certificate is not on file with the IMPROVEMENT ASSOCIATION, no vote for said UNIT shall be cast. The membership in the IMPROVEMENT ASSOCIATION shall also include such other persons hereinafter declared by the DEVELOPER to be members of said IMPROVEMENT ASSOCIATION and said members hereinafter so declared shall be subject to the same rights and obligations as herein set forth.

(1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

OFF REC 3081 PG 0626

(2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B Member, said member shall have the exclusive power to select the DIRECTORS, which DIRECTORS shall exercise all the powers of the IMPROVEMENT ASSOCIATION. The Class B membership shall cease and all powers and duties of the IMPROVEMENT ASSOCIATION shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

(i) January 1, 1990.

(ii) Upon filing in the Public Records of Palm Beach County, Florida of a resignation of the Class B member from membership.

(b) Purpose. The purpose of the IMPROVEMENT ASSOCIATION is to make available to all members certain recreational facilities and to provide for the maintenance of same and to provide for such other services as may be required by any governmental agency having jurisdiction and to enforce such restrictions as are imposed upon the IMPROVEMENT ASSOCIATION by this Declaration of Restrictions. It is presently contemplated that the facilities to be provided by the IMPROVEMENT ASSOCIATION shall consist of bicycle and pedestrian paths, parks and other recreational facilities to be located in areas to be hereinafter and hereafter set aside and reserved for such recreational uses by the DEVELOPER throughout the project area being developed by the DEVELOPER known generally as BOCA DEL MAR, a Planned Unit Development, located in Palm Beach County, Florida.

(c) Covenants for Assessments.

(1) Membership Fees. Each member by accepting title to a UNIT in the SUBDIVISION (including such owner or owners of UNITS permitted to be constructed in the SUBDIVISION as (aforesaid), whether or not it shall be so expressed in such instruments of conveyance, is deemed to covenant and

OFF REC 3081 PG 0627

agrees to pay the IMPROVEMENT ASSOCIATION membership assessments or membership fees as hereinafter provided, which assessments and fees shall be established, collected and enforced as hereinafter set forth and which are to be used exclusively to promote the health, safety and welfare of the members and the maintenance and preservation of the recreation facilities to be provided, and the enforcement of the provisions of this Declaration of Restrictions. The Owner of the SUBDIVISION, or portion thereof, shall be required to pay membership fees and assessments for each membership owned, whether by reason of ownership of a dwelling UNIT actually in existence or by reason of ownership of allowable dwelling UNITS within the SUBDIVISION.

(1) The IMPROVEMENT ASSOCIATION shall have, among its powers, the right to levy an annual or monthly recreational fee, as determined by the DIRECTORS, to provide such maintenance, construction, reconstruction and repair of the recreational facilities to be provided and to provide for proper enforcement of this Declaration of Restrictions, as may be deemed by the DIRECTORS to be in the best interest of the members or as may be required by any governmental authority having jurisdiction, or as may be required by this Declaration of Restrictions. Expenditures for construction of new facilities shall be authorized by the vote of two-thirds of the votes of the membership. In the event the required two-thirds vote of either class is not forthcoming, two-thirds of the other class may levy an assessment for such capital expenditures against members of their own class only. Facilities so constructed shall be available to the entire membership of the IMPROVEMENT ASSOCIATION, on the same basis as any other facilities provided by the IMPROVEMENT ASSOCIATION.

(2) Lien in favor of the IMPROVEMENT ASSOCIATION.

The IMPROVEMENT ASSOCIATION shall have a lien on each UNIT in the SUBDIVISION for any assessment made by the IMPROVEMENT ASSOCIATION for the purpose of permitting the IMPROVEMENT ASSOCIATION to perform the several services and obligations conferred upon it under this Paragraph " 8 ". Said lien shall attach and be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the UNIT, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the IMPROVEMENT ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee.

Upon full payment the UNIT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any INSTITUTIONAL LENDER recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successors or assigns or the IMPROVEMENT ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT, and the IMPROVEMENT ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or



notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

9. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty, and to provide for residences constructed within the community a high caliber of television reception without the installation of unsightly aerials and antennas, the DEVELOPER hereby reserves unto itself, its successors or assigns, the right but not the obligation, to install such lines, cables or other equipment as may be necessary or required, across the land within the SUBDIVISION for the purpose of creating a community television antenna system. Insofar as practical, such installations shall be located within the utility easements as shown on the Plat of the SUBDIVISION. Each UNIT OWNER desiring community television reception shall be obligated to make the necessary connections to tie into the community television antenna system constructed by or through the DEVELOPER as and when the same shall become available, and the initial charge for installation shall not exceed \$19.95 for one outlet in each UNIT and \$9.95 for each additional outlet therein and a monthly service charge to each UNIT of \$4.95 for the first outlet and \$1.25 for each additional outlet therein which sums may be increased upon an annual basis by a percentage thereof equal to the percentage increase in the basic standard index figure of the Cost of Living Index, Consumer's Price Index - United States City average, all Items and Commodity Groups, published by the Bureau of Labor Statistics of the U. S. Department of Labor or such other governmental agency as may succeed to such function for the last month of the preceding calendar year over the basic standard index figure of such Index for the last month of Calendar Year 1972, or at such rates as may be established pursuant to the terms and conditions of the franchise granted to operators of such CATV systems by the applicable governmental authorities

whichever is higher. PROVIDED, HOWEVER, in the event that DEVELOPER does not or cannot provide the aforesaid service to the SUBDIVISION within a reasonable time after the commencement of occupancy therein, then, and in that event, it shall be deemed that the DIRECTORS have given approval for the erection and maintenance of exterior television antennae pursuant to the provisions of Paragraph "4a" herein.

10. NOTICE TO DEVELOPER OR IMPROVEMENT ASSOCIATION.

Notice to the DEVELOPER or IMPROVEMENT ASSOCIATION of requests for approval of plans, specifications and locations of buildings or signs shall be in writing and delivered or mailed to the DEVELOPER or IMPROVEMENT ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

11. NOTICE TO UNIT OWNER. Notice to any UNIT OWNER of a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the OWNER at the address shown on the records of the DEVELOPER or IMPROVEMENT ASSOCIATION.

12. NON-LIABILITY OF DEVELOPER OR IMPROVEMENT ASSOCIATION.

The DEVELOPER or IMPROVEMENT ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

13. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the UNIT OWNERS in the SUBDIVISION, by the DEVELOPER or by the IMPROVEMENT ASSOCIATION.

14. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

15. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any portions of said land

until the 31st day of December 2012, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) years by an instrument signed by not less than ninety percent (90%) of the UNIT OWNERS and thereafter by an instrument signed by not less than seventy-five percent (75%) of the UNIT OWNERS, excepting that so long as the DEVELOPER is a Class B member of the IMPROVEMENT ASSOCIATION as provided for in Paragraph "8" no such amendment shall modify the provisions of said Paragraph "8" unless the DEVELOPER consents thereto in writing. Any amendment must be recorded to be effective.

16. NO ASSESSMENTS ON ALLOWABLE UNITS NOT CONSTRUCTED.

Anything contained in this Declaration of Restrictions to the contrary notwithstanding, no lien or assessment shall be impressed or imposed upon DWELLING UNITS allowable but not actually constructed within the SUBDIVISION, nor shall any membership in the IMPROVEMENT ASSOCIATION be required for such allowable DWELLING UNITS. That is to say, for example, in the event that a total number of DWELLING UNITS, less than the allowable number, is actually constructed within the SUBDIVISION, and no record title owner owns property within the SUBDIVISION on which additional DWELLING UNITS could be constructed, no remaining allowable DWELLING UNIT shall be impressed with the obligation of membership in the IMPROVEMENT ASSOCIATION, nor shall such non-existing allowable DWELLING UNIT be liable for any assessments which may be imposed by the IMPROVEMENT ASSOCIATION by reason of any provisions of this Declaration of Restrictions, nor shall any lien attach by reason thereof.

IN WITNESS WHEREOF, BOCA DEL MAR ASSOCIATES, a Florida partnership, has caused this instrument to be executed in its partnership name this 5th day of June, 197 9.

OFF REC 3081 PG 0632

BOCA DEL MAR ASSOCIATES,  
a Florida partnership

BY:

Signed, sealed and delivered  
in the presence of:

TEXACO BOCA DEL MAR INC.,  
partner

*Joseph H. [illegible]*  
*[illegible]*

By:

*R. J. Haden*  
R. J. Haden, Vice President

(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

R. J. Haden

well known to me to be the Vice President of TEXACO BOCA  
DEL MAR INC., and that he acknowledged executing the same in the  
presence of two subscribing witnesses freely and voluntarily under  
authority duly vested in him by said corporation, and that the  
seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 5th day of June, 1979.

*Anne Barbara Cotten*  
NOTARY PUBLIC

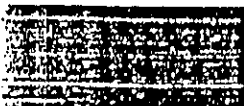


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 23 1981  
BONDED THREE THOUSAND DOLLARS

APPROVED AS TO:
Value <u>65.74</u>
Terms <u>6-5-79</u>
Description _____

OFF REC 3081 PG 0633

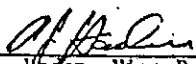


AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority,  
R. J. Haden  
who being duly sworn deposes and says that he is the VICE-PRESIDENT  
of TEXACO BOCA DEL MAR INC., a Delaware corporation authorized to  
do business in Florida, a partner in BOCA DEL MAR ASSOCIATES; that  
the other partner is BOCA DEL MAR INC., a Delaware corporation  
authorized to do business in Florida, and that TEXACO BOCA DEL MAR  
INC., the partner executing this instrument had the authority to do  
so and that this instrument was made for carrying on in the usual  
way the business of the partnership.

  
R. J. Haden, Vice President

SWORN TO AND SUBSCRIBED before me in the County and State  
aforesaid, this 5th day of June, 1979

  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 23 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

APPROVED AS TO:

Form 5-79 AKK

Terms 6-5-79 AKK

Description

OFF REC 3081 PG 0634

-13- RESIDENTIAL

Record Verified  
Palm Beach County, Fla.  
John B. Dentle  
Clerk Circuit Court

CFN 20140050136  
OR BK 26608 PG 0070  
RECORDED 02/11/2014 09:25:12  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0070 - 72; (3pgs)

UPON recording return to:  
Meradith L. Spira, Esq.  
Tucker & Tighe, P.A.  
800 E. Broward Blvd. Ste 710  
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM OF LAS BRISAS OF BOCA CONDOMINIUM**

LAS BRISAS OF BOCA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby certifies that the ATTACHED Amendments to the Declaration of Condominium of LAS BRISAS OF BOCA CONDOMINIUM, as recorded in the Public Records of Palm Beach County, Florida, at Official Records Book 7915, Page 1416, has been duly adopted in the manner provided by Section 718.110 of the Florida Statutes and the Declaration of Condominium for Las Brisas of Boca Condominium and approved by the required number of voting Owners at a meeting held the 11th day of November, 2013.

IN WITNESS WHEREOF the Association has caused these presents to be executed as required by law on the 9 day of Dec 2013.

Attest:

LAS BRISAS OF BOCA CONDOMINIUM  
ASSOCIATION, INC.

Anita Klein  
Anita Klein, Vice President

Andrea Orkin  
Andrea Orkin, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Andrea Orkin, President and Anita Klein, Vice President of Las Brisas of Boca Condominium Association, Inc., known to me to be the persons described herein and who executed the same freely and voluntarily under authority duly vested in them, and that I relied upon the following form of identification of the above-named persons: personally known to me, and that an oath was taken.

Witness my hand and official seal in the County and State last aforesaid this 9 day of Dec, 2013.

NOTARY PUBLIC-STATE OF FLORIDA  
My Commission Expires DEC 28, 2013  
Eileen DeMatta  
Commission #DD946377  
Expires: DEC 28, 2013  
BONDED THRU ATLANTIC BONDING CO. INC.  
F:\LAS BRISAS OF BOCA\Certificate of Amendment.wps

Eileen DeMatta  
NOTARY PUBLIC

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF  
LAS BRISAS OF BOCA CONDOMINIUM**

Amendments indicated by underlining, deletions indicated by -----.

**ARTICLE X  
SALE, RENTAL, MORTGAGE, OR  
TRANSFER OF CONDOMINIUM PARCELS**

1. ~~Sale or Rental of Units. In the event any Unit owner wishes to sell, rent, transfer, or lease his parcel, the Association shall have the option to purchase, rent or lease said Unit upon the same conditions as are offered by the Unit owner to a third person. Any attempt to sell, rent or lease said parcel without prior offer to the Association, as set forth herein, shall be deemed a breach of the Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.~~

Prior to accepting any offer to purchase, sell, lease, transfer or rent a parcel, a Unit owner shall deliver to the Association a copy of the written offer he intends to accept (the "Offer") and a written notice (the "Association Notice"), containing the terms of the Offer, the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, two (2) bank references and three (3) individual references (local, if possible), and such other information, to be requested within five (5) days from receipt of the Association Notice, as may reasonably be required by the Association. However, the Association is authorized to waive any or all of the requirements aforementioned. An owner must live in a unit for two years from the date of the recording of the deed prior to leasing that unit or allowing anyone to live in the unit without the owner.

Within ten (10) days after receiving the Association Notice, any required supplemental information, and any fee charged by the Association in connection with said transfer, sale, or lease, not to exceed the highest amount permitted by law \$50.00, the Board of Directors shall either consent to the transaction specified in the Association Notice or deny it. No sale, lease or conveyance of a Unit or of any interest therein shall be valid unless the sale, lease or conveyance receives the prior written approval of the Association. ~~by written notification, delivered to the Unit owner's Unit, or mailed to the place designated by the Unit owner in the Association Notice, designate the Association or one or more persons, Unit owners or any other person(s) satisfactory to the Board of Directors, who shall purchase, lease or rent upon the same terms as those specified in the Association Notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notification sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the Offer and the Association Notice. Thereupon, the Unit owner shall either accept or reject such offer or withdraw the offer specified in the Association Notice. In the event the Association or its designee exercises its "right of first refusal" and accepts the Offer to purchase the Unit, title shall close at the office of the Association's attorney (or the office of the attorney of the designee) on the later of: (a) the date specified in the Offer; or (b) thirty (30) days after the giving of the notice by the Association of its election to accept the Offer. At closing, there shall be delivered to the Association, or to its designee, a warranty deed in such form and subject to the~~

provisions as were contained in the original deed given by the Developer. If the Unit is subject to liens and encumbrances at the time of closing, such liens and encumbrances shall be discharged out of the closing proceeds at closing, or the Association shall have the right to accept title subject to such liens and encumbrances and deduct from the purchase price the necessary sums to discharge the same. All items which are subject to customary apportionments shall be prepared between the parties at the time of closing.

In the event the Association shall: (a) fail to give notice of its election within the period set forth above; or (b) if the Association shall consent to the disposition of the Unit, as set forth in the Offer and the Association Notice; or (c) upon failure of the Board of Directors or its designee to make such offer within the said fourteen (14) day period, the Board of Directors shall issue an Approval, as hereinafter defined; and the Unit owner shall then be free to make or accept the offer specified in the Association Notice and sell, lease or rent the parcel pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after the Association Notice was given. The Approval shall be in recordable form, and shall be delivered to the purchaser, tenant or lessee and, thereafter recorded, in the event of a sale, in the Public Records of Palm Beach County, Florida.

The subleasing or subrenting of a Unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. Subleasing shall not be permitted. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or in the alternative, the lease or sublease form to be used by the Unit owner shall be approved by the Developer and/or the Board of Directors. After approval, as herein set forth, entire Units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenant may be accommodated. Where a corporation, partnership or other business entity is the owner of a Unit, it may designate the occupants of the Unit but the same is subject to the approval of the Board of Directors. The above and foregoing restrictions shall not be used for unlawful discriminatory purposes.

Any sale, lease, mortgage or other transfer of ownership, possession or occupancy not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association's Board of Directors. The Association shall take whatever legal steps necessary to enforce the terms of this Declaration; including but not limited to eviction, forced sale and fines against the unit owner(s).

F:\LAS BRISAS OF BOCA\Amendment.wpd