

PREPARED BY
RETURN TO:

MANLEY H. THAYER, ESQ.
1300 NORTH FEDERAL HIGHWAY
SUITE 203 PO Box 4226
BOCA RATON, FLORIDA 33432

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
DIAMOND BEACH CORPORATION, a Florida corporation (hereinafter referred to as
"Declarant").

WITNESSETH:

WHEREAS, the Declarant has acquired all the right, title and interest to
the real property more particularly described in Exhibit "A" attached hereto and made a
part hereof, (herein sometimes referred to as the "Property"); and

WHEREAS, the Declarant, as the Developer, has caused the name of the
project to be located on the Property to be known as Diamond Beach; and

WHEREAS, the Declarant, as the Developer, has caused the Articles of
Incorporation and By-Laws of "Diamond Beach Homeowners Association, Inc.", a Florida
corporation, to be executed, and the original Articles of Incorporation of said corporation
to be filed with the Secretary of State, State of Florida.

NOW, THEREFORE, Declarant does hereby declare that this Declaration
as set forth herein shall cover the Property, and further declares that all of the Property
shall be held, sold and conveyed subject to the following easements, restrictions,
covenants and conditions, which are for the purposes of protecting the value and
desirability of the Property, and which shall run with the Property and be binding on all
parties having any right, title or interest in the Property, or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each owner thereof.

These easements, covenants, conditions, restrictions, reservations, liens
and charges shall run with the real property and shall be binding on all parties having any
right, title or interest in the Subdivision and shall inure to the benefit of each and every
person or entity, from time to time, owning or holding an interest in the real property.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Diamond Beach
Homeowners Association, Inc., a Florida corporation not for profit, its successors and
assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one
(1) or more persons or entities, of a fee simple title to any Lot which is a part of the
Property, including contract sellers, but excluding those having such interest merely as
security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property
more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 4. "Lot" shall mean and refer to any lot shown on Exhibit "B"
attached hereto and made a part hereof, as well as any amendment to said Exhibit "B"
recorded in the public records of Palm Beach County, Florida.

Section 5. "Recreation Area" shall mean and refer to "Pool" and the area
east of Old Ocean Boulevard, as shown on Exhibit "B".

Section 6. "Open Space" shall mean and refer to all vegetation and
walkway areas as shown on Exhibit "B".

Section 7. "Roadways" shall mean and refer to roadways as shown on
Exhibit "B", said area being private roads.

Section 8. "Non-Exclusive Access Easements" shall mean and refer to all Roadway and walk areas as shown on Exhibit "B".

Section 9. "Common Area" shall mean and refer to and shall include the Recreation Area (Pool) (including all improvements thereon), Open Spaces, Roadways, and Non-Exclusive Access Easements, as shown on Exhibit "B".

Section 10. "Declarant" shall mean and refer to DIAMOND BEACH CORPORATION, INC., a Florida corporation, its successors and assigns. DIAMOND BEACH CORPORATION, a Florida Corporation, shall at all times have the right to assign its interest herein to any successor or nominee.

Section 11. "Residence" or "Townhouse" shall mean and refer to the residential dwelling constructed upon any Lot.

Section 12. "Developer" shall mean the Declarant as defined in Section 10 hereinabove.

Section 13. "Institutional Mortgagee" means any lending institution having a first lien upon a Residence, including any one of the following institutions: an insurance company or subsidiary thereof; a federal or state savings and loan association; a federal or state building and loan association; a bank or real estate investment trust or any mortgage banking company doing business in the State of Florida.

Section 14. "Association Expenses" means the expenses payable by the Owners to the Association as shall be set forth in this Declaration and shall include, but shall not be necessarily limited to, the expenses incurred or to be incurred by the Association with regard to the ownership, operation, administration, maintenance and/or repair of all or any portion of the Recreation Area, Open Spaces, catwalk easement, Roadways, and Non-Exclusive Access Easements.

Section 15. "Board" means the Board of Directors of the Association.

Section 16. "Articles" means the Articles of Incorporation of the Association.

Section 17. "Plat" shall mean and refer to all that certain area shown on Exhibit "B".

ARTICLE II

PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easements of Enjoyment. Every Owner (and every rental tenant of any Lot to the extent authorized by the Owner of such Lot) shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, subject to the following:

(a) All provisions of this Declaration of Covenants, Conditions and Restrictions described herein, and as amended and recorded in the Public Records of Palm Beach County, Florida, any Plat of the Property recorded in the Public Records of Palm Beach County, Florida, and any recorded amendments thereto, and the Articles and By-Laws of the Association;

(b) Rules and regulations adopted by the Association governing the use and enjoyment of the Common area;

(c) The right of the Association to suspend the voting rights and rights to use the Common Area by an Owner or any person claiming by, through or under Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Declarant to use the Common Area, and the right of the Declarant to allow other parties the right to use the Common Area for service, and for other uses, provided such other uses shall not unreasonably interfere with the use of the Common Area by the Owners;

(e) The right of the Declarant, its employees, agents, subcontractors and/or public utility companies to install, connect and maintain, from time to time, in the Common Area, sewer, gas, water and electrical lines and pipes, street lighting, telephone lines and conduits, poles and wires, and all utility lines and mains, and to use the Common Area for other purposes, provided such use for other purposes shall not unreasonably interfere with the use of the Common Area by the Owners;

(f) The right of the Association or the Declarant, from time to time, to utilize the Common Area for purposes of beautification of the Common Area, and to utilize the Common Area for the purpose of installing landscaping and grassed areas, street lighting, lawn sprinkler system and other like improvements, as the same may be constructed or placed thereon, from time to time, in the sole discretion of the Declarant; provided, however, that the exercise of these rights reserved by the Declarant shall not unreasonably interfere with the use of the Common Area by the Owners;

(g) Neither the Association nor any Owner shall place or construct any structure or obstruction, of a permanent or temporary nature, in the Common Area, or make any additions or improvements to the Common Area without the prior written consent of the Declarant, prior to the transfer of all of the title to the Common Area to the Association. Prior to the Association making any additions or improvements to the Common Area, approval must be secured by an instrument in writing signed by not less than two-thirds (2/3) of each class of members agreeing to such additions or improvements to the Common Area;

(h) The right of the Association to take such steps as are necessary to protect the Common Area against foreclosures.

Section 2. Owner's Easement for Ingress and Egress. Every Owner (and every rental tenant of any Lot, to the extent authorized by the Owner of such Lot, and every Institutional Mortgagee, and every Owner's servant, agent, employee, guest, licensee and invitee) shall have a non-exclusive easement over and across the private Roadways and the Non-Exclusive Access Easements as identified in Exhibit "B". Said easement is for private right-of-way and road purposes, and for service and for ingress to and egress from the Lots more particularly described in Exhibit "B", as well as other portions of the Property to the public highway, subject to the following, to wit:

(a) All provisions of the Declaration of Covenants, Conditions and Restrictions described herein, and as amended and recorded in the Public Records of Palm Beach County, Florida, any Plat of the Property recorded in the Public Records of Palm Beach County, Florida, and any recorded amendments thereto, and the Articles and By-Laws of the Association;

(b) Rules and regulations adopted by the Association governing the use and enjoyment of the private Roadways and the Non-Exclusive Access Easements.

(c) The right of the Declarant, its employees, agents, subcontractors and/or public utility companies to install, connect and maintain, from time to time, in the Roadways and the Non-Exclusive Access Easements, sewer, gas, water and electrical lines and pipes, street lights, telephone lines and conduits, poles and wires, and all utility lines and mains, and to use the Roadways and the Non-Exclusive Access Easements for other purposes, provided such use for other purposes shall not unreasonably interfere with the use of the said Roadways and easements by the Owners; and

(d) The right of the Association to take such steps as are reasonably necessary to protect the Roadways and the Non-Exclusive Access Easements against foreclosure.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the rules and regulations promulgated by the Association, his right to enjoyment of the Common Area and recreational facilities, to the members of his immediate family or his tenants who reside on the subject Lot.

Section 4. Easements Granted and Reserved by the Developer. The Developer hereby grants to the Association and to each of the Owners the following easements on the Property, and does also hereby reserve unto itself said easements on the Property, to wit:

(a) Utilities - An easement or easements on, upon, across, through and under the Property (which easement may include reasonable right of access of persons and equipment necessary to accomplish such purposes) to provide service and repair and maintain the equipment required to provide utility services and other services, including, but not limited to, electric, light, telephone, cable television, gas, water, sewage, drainage, lawn sprinkler system and any other utility or service for the benefit of either the Association or an Owner;

(b) Maintenance - An access easement or easements on, upon, across, through and under the Property for use by the Association in order to perform maintenance in the Common Area, as well as in the Lots, including, but not limited to, the maintenance of the landscaping, lawns, sidewalks, as well as maintenance on the exterior and roof of each Residence, and garage;

(c) Encroachments - An easement or easements for encroachment on, upon and across the Property in the event any improvements upon any Lot, now or hereafter constructed, encroaches upon another Lot. This easement for encroachment shall include the right of maintenance and the use of the encroaching improvements in favor of the Owner of the Lot upon which the encroaching improvements have been constructed. In the event the encroaching improvements require repairs or reconstruction by the Association or the Owner of the Lot upon which the encroaching improvements have been constructed, this easement shall include the right to come on the adjoining Lot in order to accomplish the necessary repairs and reconstruction. The easement rights granted pursuant to this subparagraph may not be amended for so long as one (1) Residence remains constructed on the Property.

ARTICLE III

LAND USE RESTRICTIONS

Developer declares that the subject Property, each Lot and Residence shall at all times be used, constructed, occupied and held subject to the following covenants, conditions and restrictions, to wit:

1. Residential Use Only. All Lots shall be used for residential use only. No commercial or business occupations may be conducted on the Lots except for the construction, development and sale or rental of the Lot by the Developer. No structure of a temporary character, trailer, camper, mobile home, tent, shack, commercial vehicle or other buildings shall be used at any time as a residence either temporarily or permanently, or stored on the Property; provided, however, that a camper or camper-like trailer may be parked on a Lot or in other areas designated by the Association for a period not to exceed twenty-four (24) hours.

2. Pets. An Owner may keep common household pets (not to exceed twenty pounds) on his Lot, but not for the purpose of breeding or for any commercial purpose, provided, however, that any such pets shall be maintained and kept pursuant to the rules and regulations promulgated by the Association, and any amendments thereto from time to time adopted, and any Owner may be sued by the Association, and taken to court to enforce the rules and regulations adopted and promulgated by the Association, and in such event, said Owner shall be responsible for all costs and expenses incurred by the Association in enforcing its rules and regulations, including court costs and reasonable attorney's fees in the event that the Association is the prevailing party. No other animals, livestock or poultry of any kind shall be kept, raised or bred upon any portion of the Property.

3. Common Area. The Common area shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the use and enjoyment of the Owners, their guests, invitees, licensees, agents and employees, except as provided hereinabove in Article I, Section 9. No building, structure or improvement, of any kind may be erected, constructed or maintained upon any portion of the Property unless same shall comply and be in conformity with the applicable zoning ordinances of the Town of Ocean Ridge, the permit and regulations of the Department of Environmental Regulation and other applicable governmental agencies, and the prior written consent of the Association has been secured, provided, however, that the Developer shall not be required to secure the prior written consent of the Association to construct a building, structure or improvement. The Declarant or the Association, their employees, agents, subcontractors and/or public utility companies shall have the right to install, connect and maintain, from time to time, in the Common Area, gas, sewer, water and electrical lines and pipes, telephone lines and conduits, cable television, poles and wires and all utility lines and mains, as well as a lawn sprinkler system, and to use the Common Area for other similar purposes provided such use shall not unreasonably interfere with the use of the Common Area by the Owners. The Association shall adopt, from time to time, rules and regulations governing the use and enjoyment of the Common Area, including the Recreation Area, and Open Spaces. Any use by an Owner, his guests, invitees, licensees, employees or agents shall be pursuant to the rules and regulations promulgated by the Association, and in the event of a failure to abide by the rules and regulations of the Association, as are adopted or amended from time to time, the subject Owner may be sued by the Association and taken to court to enforce the rules and regulations adopted and promulgated by the Association, and in such event, said Owner shall be responsible for all costs and expenses incurred by the Association in enforcing its rules and regulations, including court costs and reasonable attorney's fees in the event that the Association is the prevailing party. Any Owner or former Owner, member of his family, or guests, invitees, licensees, agents and employees that use any portion of the Common Area and the catwalk easement, by the use of said properties, do accept and assume the risks inherent in said use, and indemnifies and holds the Association harmless from any incident which occurs as a result of the use of these areas by the said parties.

4. Nuisances. No nuisance shall be allowed upon the Property, nor any use or practice that is a source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Property by its Owners. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of his Lot or Residence or make any use of the Common Area that will increase the cost of insurance for the Property, or any portion thereof.

5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair shall be the same as the responsibility for the maintenance and repair of the Property in question.

6. Signs. No "for sale" or "for rent" signs or other displays or advertising shall be maintained on any part of the Common Area or any Lot or Residence excepting for spaces specifically provided for such signs as shall be designated by the Association, and the Association shall set standards as to size, color, type of material, etc. for said signs. Notwithstanding anything herein to the contrary, the right is specifically reserved in the Developer to place such signs in such location and of such size, color, type of material, etc. as the Developer may choose in connection with any unsold or unoccupied Residence it may from time to time own.

7. Parking Spaces. No trucks or other commercial vehicles, boats, house trailers, mobile homes, campers and trailers of every other description shall be parked in any parking space or elsewhere on the Property, except as provided hereinabove. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick-up, delivery and other commercial services, as may be necessary to effectuate deliveries to the Association and to the Owners.

8. Regulations. Reasonable regulations concerning the use of the Property may be made and amended, from time to time, by the Association in a manner provided by

its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents of Diamond Beach upon request.

9. Clothes Lines. Outdoor clothes lines and outdoor clothes drying activities are prohibited on any portion of the Property.

10. Antennas and Aerials. No antennas or aerials of any sort shall be placed upon the exterior of any Residence, with the exception that one (1) master antenna for each building containing Residences ("Residential Building") shall be allowed, as installed by the Developer. In the event that cable television or any other master antenna system is provided to the Residence by underground cable, no antennas or aerials of any kind shall be placed upon the exterior of any Residence.

11. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed upon the sale of all the Lots on the Property, neither the Owners nor the Association, nor the use of the Common Area by the Owners, their families, guests, invitees, licensees, employees and agents shall interfere with the contemplated improvements and sale of the Lots. The Developer may make such use of the unsold Residences and the Common Area as may facilitate the completion and sale of Residences in this development, including, but not limited to, the maintenance of a sales office, the maintenance of models, the showing of the Property and the display of signs.

12. Painting and Refurbishing Residence. No Owner shall authorize nor cause the painting, refurbishing, staining or varnishing of the outside or exterior of his Residence or any other Residence located on the Property. Normal maintenance of the exterior surfaces (including siding on the Residences and the roof on Residences) such as, but not limited to, cleaning, repainting and refurbishing shall be done uniformly at the same time for residential and garage buildings by the Association, and as an Association Expense; provided, however, that the Board may determine that the entire project may not need repainting, refurbishing, etc. at the same time and, accordingly, may repaint, refurbish, etc. different residential and garage buildings at different times.

13. Non-Private Ownership. In the event that a Lot is purchased not by an individual, but by a corporation, limited partnership, joint venture, trust, or any other business entity ("Non-Private Ownership"), then the Non-Private Owner may designate up to four (4) corporate officers and/or principals in the business entity who may use the Residence, along with their immediate family, provided that such use is pursuant to the covenants, conditions and restrictions of this Declaration, as well as any rules and regulations that may from time to time be promulgated by the Association, and provided, further, that not more than one such designatee and his immediate family may be in possession of the Residence at any one time. As of January 15, for the year in question, the Non-Private Owner shall designate in writing, to the Association, the four (4) corporate officers and/or principals who will use the Residence for that year. In addition, when none of the above-described officers and/or principals are in residence, then the Non-Private Owner may allow not more than one guest and his immediate family, per calendar month, to occupy the Residence; provided, however, that the Non-Private Owner must give written notice to the Association not less than two weeks in advance of the arrival of any such guest, specifying the name of the guest and the members of his immediate family that will be residing in the Residence, and when said parties shall be arriving; and the guest, upon arriving on the Property must immediately register with either the resident manager or the security officer on duty.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. All persons or entities who are record Owners of Lots and the Developer (at all times as long as it owns any Lots subject to this Declaration) shall be members of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member, provided, further, that membership shall be limited to every Owner (whether an Owner or the Developer) of a Lot which is subject to assessment.

Class A. Class A members shall be all the Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, to wit:

(a) When the total votes outstanding in Class A equal the total votes outstanding in the Class B membership; or

(b) January 1, 1986.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, location and costs of the same have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after the complete set of plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with; provided, however, that the size and location of the fence, wall or structure are not in violation of any other of the covenants and provisions of this Declaration. Further, the Board or the architectural committee does not have the right to approve plans that are in violation of any county or city ordinances and/or regulations and/or the South Florida Building Code, and should the approval by a municipality, county and/or a regional commission be required, said approval shall be a condition precedent to submission to the Board or the architectural committee. Any Owner may request a pre-application conference with the Board or the architectural committee in order to ascertain the feasibility of the proposed application or request.

ARTICLE VI

MAINTENANCE OF EXTERIOR OF THE RESIDENCE

In order to further establish and preserve the aesthetic value of a Residence in Diamond Beach, each Owner by taking title does covenant that he shall at all times maintain the exterior portions of his Residence (except for maintenance involving painting, refurbishing, staining or varnishing the outside or exterior of the Residence, or such other maintenance as is provided for in Article III, subparagraph 12 hereinabove), in a neat, aesthetically pleasing and proper condition. No landscaping will be permitted other than that approved in writing by the Association. In the event any Owner fails to maintain his Residence pursuant to these covenants ("Defaulting Owner") and after approval of two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, upon ten (10) days written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance described in the notice. The cost of performing such maintenance and the expenses of collection, if any, including court costs and reasonable attorney's fees (whether or not a lawsuit is initiated) and at all trial and appellate levels, shall be assessed against the Defaulting Owner and shall become a lien upon the Residence of the Defaulting Owner. Such liens shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, Florida, of a written, acknowledged statement signed by the President or Vice-President of the Association, setting forth the amount due. Upon the full payment of all sums secured by the lien,

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including the expenses of collection, court costs, reasonable attorney's fees, filing fees, etc., the parties making the payment shall be entitled to a recordable Satisfaction of Lien.

ARTICLE VII

MAINTENANCE OF THE COMMON AREA

The Association shall at all times maintain the Common Area, including the Roadways and the Non-Exclusive Access Easements in good condition and repair; except as provided in Article I, Section 9 hereinabove. The cost to the Association of maintaining these areas shall be assessed equally among the Owners as part of the Association Expenses pursuant to the provisions of this Declaration. When the Developer requests the first building permit from the City of Delray Beach to construct a Residence on the Property, the Developer shall convey all of its right, title and interest in and to any portion of the Common Area not previously conveyed to the Association or the City of Delray Beach, as provided herein, to the Association, subject to the covenants, conditions and restrictions of this Declaration; taxes and municipal liens pending; easements existing and to be created for ingress and egress; and for utilities, parking and other purposes; and conditions, restrictions, limitations and easements of record.

ARTICLE VIII

PARTY WALLS

Section 1. Each wall which is built as a part of the original construction of the Residence upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of an Owner, the Owners shall, at their joint expense, repair and rebuild said wall and each Owner shall have the right to full use as herein contained of said wall repaired or rebuilt. Whenever any such wall, or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If an Owner shall refuse to pay his share of all or part of such cost in the case of negligence or willful misconduct, any other Owner may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such Owner's share of the repair or replacement. If an Owner shall give, or shall be given, a mortgage or mortgages upon his Residence, then the Institutional Mortgagee shall have the full right, at its option, to exercise the right of its mortgagor as an Owner hereunder, and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the Institutional Mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner. If an Owner 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 adjacent Owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any Owner 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 adjacent Owner in the wall, and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lot and Residence 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 enter on the adjacent Lot and Residence to effect necessary repairs and reconstruction.

Section 4. The Owner of any Residence sharing a party wall with the adjoining Residence shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Section 5. The Owner of any such Residence shall have the right to the full use of said party wall for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining Residence or his enjoyment of said wall or in any manner impair the value of said wall.

Section 6. Each party wall to be constructed on a Lot is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 7. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 8. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 9. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.
The Declarant, for each Lot owned by it, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (a) any annual assessments or charges; and (b) any special assessments for capital improvements or repairs (including such amounts as provided in Article VI above to be added to such assessments); such assessments to be fixed, established and collected, from time to time, as hereinafter provided. All such assessments, together with interest thereon from due date at the highest rate allowable by law, and the cost of collection thereof (including attorneys' fees), shall be a charge on the land, shall be a continuing lien upon the Lot against which each such assessment is made, and shall be a continuing personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area (including the Roadways and the Non-Exclusive Access Easements), or by abandonment of same. Notwithstanding anything to the contrary herein, where a holder of a first mortgage of record on a Lot obtains title to the Lot as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangements in lieu of foreclosure of a first mortgage of record, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Lot applicable to him prior to acquisition of title as a result of the foreclosure or deed or other arrangement in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments that is recorded prior to the recording of the subject mortgage. Such unpaid share of common assessments shall be deemed to be common expenses, collectible from all of the Lot Owners, including such acquirer, his successors and assigns. No other sale or transfer shall relieve any Lot from liability for any assessments due, nor from the lien of any such subsequent assessment. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the subject Lot up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. The written statement of either the Declarant or the Association that the lien is subordinate to a mortgage or that the Lot is not subject to the assessment shall be dispositive of any question pertaining thereto.

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Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the Owners of the Property and, in particular, for the improvement and maintenance of the improvements in the Common Area (including the Roadways and the Non-Exclusive Access Easements), for landscaping and for other community improvements (except as provided in Article I, Section 9 hereinabove), including, but not limited to, the following, as well as for such other purposes as are permissible activities of the Association and/or undertaken by it, to wit:

(a) Taxes - Any and all taxes levied or assessed at any and all times against the Common Area, if any, by any and all taxing authorities, including all taxes, charges as assessments, impositions and liens for public improvements, special charges and assessments and, in general, all taxes for personal property and improvements, which are now or which may hereafter be placed thereon, including any interest, penalties and other charges which may accrue on such taxes;

(b) Utility Charges - All charges levied for utilities providing service to the Common Area, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewage and any other type of utility or other type of service charge, which has been incurred by the Association;

(c) Insurance - The premiums on any policy or policies of insurance required under Article XIV hereof, together with the cost of such other policies of insurance as the Board, with the consent of a majority of the Owners at any meeting of the Association, shall determine to be in the best interest of the Association;

(d) Insurance Trustee - Any and all expenses necessary to retain or continue to retain a lending institution in Palm Beach County, Florida, having a trust department to act as "Insurance Trustee" when requested in writing by any Institutional Mortgagee holding a mortgage on a Residence. Prior to such written request, the Association shall act as "Insurance Trustee" without compensation. The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon;

(e) Reconstruction of Buildings and Improvements - Any and all sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements in the Common Area damaged by any casualty to the extent insurance proceeds are insufficient for repair, after the determination has been made to make the repairs, pursuant to Article XV hereinbelow. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair ("repair sums") shall be an Association Expense for which the Association shall levy a special assessment against all Owners to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with a federal or state commercial savings bank or a savings and loan association located in Palm Beach County, Florida, and deposit into such account all repair sums and all insurance proceeds collected by the Insurance Trustee so that the amounts on deposit will equal the costs of repair. The Association shall go forward with all deliberate speed so that the repairs shall be completed within one (1) year from the date of damage, if at all practicable;

(f) Maintenance, Repair and Replacement - Any and all expenses necessary to maintain and preserve the Property and the improvements constructed thereon, including, but not limited to, grass cutting and landscape maintenance (i.e., "deadmen", etc. located in the Common Area and/or on the Lots); as well as any and all expenses necessary to paint, clean, refurbish, stain or varnish the outside or exterior surfaces of the Residences. Notwithstanding the fact that an Owner may cut, trim, fertilize, treat or otherwise perform landscaping maintenance, these activities will not relieve him of the obligation to pay for his proportionate share of the expenses set forth herein;

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(g) Operational Expenses - The cost of administration for the Association, including, but not limited to, any secretaries, bookkeepers or other employees necessary to carry out the obligations and covenants of the Association under this Declaration. In addition, the Association may retain a management company or manager to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or manager so retained shall be deemed to be part of the Association Expense;

(h) Reserve Funds - The cost to establish an adequate reserve fund for replacement and/or capital refurbishment of facilities and amenities contained in the Common Area and/or on the Lots, including, but not limited to, lawn and landscaping maintenance materials, and the periodic repainting, refurbishing, etc. of the Residences as determined from time to time by the Board (the "capital contributions") in amounts determined proper and sufficient by the Board. Each Owner acknowledges, understands and consents that the capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of the same. The Association shall be responsible for maintaining the capital contributions in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid;

(i) Miscellaneous Expenses - The costs of all items and expenses pertaining to or for the benefit of the Common Area and/or any part of the Property, and not herein specifically enumerated which is determined to be an Association Expense by the Board.

Section 3. Maximum Annual Assessments. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repainting, repair or replacement of a capital improvement upon the Common Area and/or on the Lots, including fixtures and personal property related thereto, provided, that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Each Residence which has received a Certificate of Occupancy from the Town of Ocean Ridge shall share the Association's expenses. Both annual and special assessments must be fixed at a rate for all Lots: accordingly, Buildings 1 and 2-18.75% each; Townhouses 3, 4, 6 and 7-12% each; Townhouse 5-14.50% of the Association's Expenses shall be assessed against each Lot when all seven (7) Residences in the Diamond Beach Project have received a Certificate of Occupancy from the Town of Ocean Ridge except for special assessments added pursuant to Article VI hereof.

Section 7. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessment shall be due and payable in advance in one (1) payment or in monthly or quarterly installments if so determined by the Board. The

Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period; and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; the Lien; Personal Obligation; Remedies of the Association. If the assessments are not paid when due, such assessment shall then become delinquent, and shall, together with such interest thereon at the highest rate allowed by law and cost of collection thereof, including court costs and attorney's fees, be the personal obligation of the Owner against whom the assessment was levied. If the assessment is not paid on or before the delinquency date (the date assessment was due as fixed by the Board of Directors of the Association), the assessment shall bear interest from the date of delinquency.

The assessment shall be a lien against the Lot; said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. The Association is obligated to file a lien upon any assessment being ninety (90) days delinquent. Upon full payment of all sums secured by that lien and costs accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When an Institutional Mortgagee obtains title to a Residence as a result of foreclosure of its mortgage, or deed if given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments pertaining to such Residence or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure, or deed being given in lieu of foreclosure, unless such assessment is secured by a Claim of Lien for assessments and recorded prior to the recordation of the mortgage in question. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the mortgage in question shall be deemed to be an assessment collectible from all other Owners, as the necessity may arise, in the discretion of the Board.

In the event any Owner shall fail to pay assessments or any installment thereof charged to his Residence within fifteen (15) days after the same becomes due ("Delinquent Owner"), the Association, through its Board, shall have any of the following remedies, or others permitted by law, to pursue separately or concurrently, to wit:

(a) To accelerate the entire amount of any assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments;

(b) To advance on behalf of the Delinquent Owner, funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorney's fees and court costs which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of the Delinquent Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default;

(c) To file an action in equity to foreclose its lien for the assessment(s) due, plus interest at the highest rate allowable by law, plus court costs and attorney's fees. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property;

(d) To file an action at law to collect said assessments, plus interest at the highest rate allowable by law, plus court costs and

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attorney's fees, without waiving any lien rights and/or rights of foreclosure by the Association.

Notwithstanding anything to the contrary contained hereinabove, the Association is obligated to file a Claim of Lien in the Public Records of Palm Beach County upon any assessment being ninety (90) days delinquent.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, as well as in any other Article of this Declaration, shall be a lien superior to all other liens save and except tax liens and first mortgage liens, provided said mortgage liens are first liens against a lot encumbered thereby (subject only to tax liens). It shall not be necessary to record any instruments to subordinate the assessment lien to mortgages as provided in this Section. The written opinion of either the Declarant or the Association that the assessment lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE X

ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants, conditions, restrictions or terms herein. Enforcement may be by the Developer or the Association, and should the party seeking enforcement be the prevailing party, then the party against whom enforcement has been sought shall pay reasonable attorney's fees, court costs and expenses at all trial and appellate levels to the prevailing party. Failure by the Association or the Developer to enforce any covenant, condition, restriction or term herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

ARTICLE XI

DURATION AND AMENDMENT

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of the Developer, the Association and/or the Owner of any Lot subject to this Declaration and amendments thereto recorded in the Public Records of Palm Beach County, Florida, their respective legal representatives, heirs, successors and assigns, for a term of thirty-one (31) years from the date hereof, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by all Institutional Mortgagees of record and the Owners of two-thirds (2/3) of the Lots, has been recorded in the Public Records of Palm Beach County, Florida, in which said parties agree to terminate this Declaration, in whole or in part. Notwithstanding such termination, Owners shall continue to remain obligated to pay their pro rata share of Association Expenses so as to continue to maintain the Common Area, including, but not limited to, the Roadways and the Non-Exclusive Access Easements, and the exterior (including the roofs) of the Residences, as provided hereinabove.

The process of amending this Declaration shall be as follows, to wit:

1. Until the closing of the first conveyance of a Residence by the Developer to an Owner, other than Developer (amendment date), any amendment may be made by the Developer with the consent of any Institutional Mortgagee who has advanced funds for the construction or who is under contract to advance construction funds;

2. After the amendment date, this Declaration may be amended only by consent of one-third (1/3) of the vote of each class of members, and after Class B membership has been terminated, then by consent of two-thirds (2/3) of the vote of all Owners, together, in either event, with the consent of the

Institutional Mortgagee with the highest mortgage indebtedness on the Property. The aforementioned consent shall be in writing and affixed to the amendment to this Declaration;

3. Notwithstanding the foregoing, no amendment shall be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner, the Developer or any Institutional Mortgagee under this Declaration without the specific written approval of the Owner, the Developer or Institutional Mortgagee affected thereby;

4. Notwithstanding the foregoing, prior to the termination of Class B membership, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board; provided, however, that such amendment does not materially adversely affect an Owner's property rights. This amendment shall be signed by the Developer only, and a copy of the amendment shall be furnished to each Owner, the Association and all Institutional Mortgagees as soon after recording thereof amongst the Public Records of Palm Beach County, Florida, as is practicable;

5. An amendment to this Declaration shall become effective upon the recordation of said Declaration amongst the Public Records of Palm Beach County, Florida; and

6. Notwithstanding anything in this Declaration to the contrary, the easements rights granted pursuant to Article II, Section 4, subsection (c) ("Encroachments") may not be amended for so long as one (1) Residence remains constructed on the Property.

ARTICLE XII

INSURANCE

The insurance other than title insurance that shall be carried upon the Common Area and the Residences shall be governed by the following provisions, to wit:

Section 1. Authority to Purchase; Name Insured. The Association is responsible for obtaining certain insurance coverages. The Owners must obtain their own insurance for those items not insured by the Association. The named insured shall be the Association, individually and as agent for the Owners covered by the policy, without naming them, and shall include Institutional Mortgagee(s) who hold mortgages upon the Residences, covered by the policy whether or not the Institutional Mortgagee(s) are named. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the Institutional Mortgagees who hold mortgages upon the Residences covered by the policy. Such policies shall provide that payment by the insurer for losses shall be made to the Insurance Trustee, and all policies and their endorsements shall be deposited with the Insurance Trustee. Owners may obtain coverage at their own expense upon their personal property and for liability coverage.

Section 2. Coverage.

(a) Casualty - The Association shall maintain a master policy or policies to insure all buildings containing Residences ("residential building"), as well as any building and improvements constructed in the Recreation Area. This coverage shall be in an amount equal to the maximum insurable replacement value, including the foundation and excavation costs, as well as any increase in the value of a Residence as a result of special improvements, alterations and betterments not common to comparable Residences, as determined annually by the Board of Directors. All personal property owned by the Association shall be insured for its value, and shall be determined annually by the Board of Directors. Coverage shall afford protection against: (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (2) such other risks as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, flooding, windstorm, vandalism and malicious mischief.

The policies shall state whether the following items are included as THE OWNERS MAY INSURE THEMSELVES FOR SUCH OTHER ITEMS IF THE MASTER POLICY EXCLUDES THEM, to wit:

1. Cooling and heating equipment;
2. Appliances such as dishwasher, laundry, refrigerator, oven, range, water heater, etc., whether or not those items are built-in;
3. Carpets and other floor coverings except the floor slab;
4. Inside paint and other inside wall finishes; and
5. Non-load-bearing interior walls.

(b) Public Liability - Public liability coverage shall be obtained by the Association insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Area and improvements located thereon, and for any other risks insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall be in such amounts and with such coverages as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverage, water damage liability, liability of hazards related to usages, liability for property of others, and with cross-liability endorsements to cover the liabilities of the Owners as a group to an Owner. IF AN OWNER WANTS LIABILITY COVERAGE FOR HIMSELF, HE IS RESPONSIBLE FOR OBTAINING IT.

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

(d) Other - Such other insurance that the Board of Directors of the Association shall determine, from time to time, to be desirable.

(e) The Casualty Insurance Company - The casualty insurance company and the agent must be approved by the Institutional Mortgagee holding the highest dollar volume of mortgages on the Property. In addition, the casualty insurance company must be authorized to do business in the State of Florida; and the agent located in either Palm Beach, Broward or Dade County, in the State of Florida.

Section 3. Premiums. Premiums on insurance policies purchased by the Association shall be paid by the Association as an Association Expense; provided, however, if the amount of a premium is increased because a Lot or a Residence, or appurtenance thereto, is misused or abandoned, then the Owner of such property is liable for the amount of such increase. The Association will furnish evidence of premium payment to each Institutional Mortgagee upon receipt of written request to do so.

Section 4. Insurance Policies. Insurance policies shall be available for inspection by Owners or their authorized representatives at reasonable times at the office of the Association.

Section 5. Insurance Trustee, Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their Institutional Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as Insurance Trustee or to such bank in Florida with trust powers as may be designated as Insurance Trustee by the Board, after having received written request by any Institutional Mortgagee holding a mortgage on a Residence to appoint such an Insurance Trustee. The Insurance Trustee so appointed must be approved by the Institutional Mortgagee holding the highest dollar volume of mortgages on all the Property. The Insurance Trustee shall not be liable for payment of premiums, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to the Insurance Trustee and to hold the proceeds in trust for the purpose elsewhere stated in this document, and

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for the benefit of the Owners and their Institutional Mortgagees in the following shares, to wit:

(a) Proceeds on Account of Damage to Common Area - An undivided equal share for each Owner.

(b) Residences - Proceeds on account of damage to Residences shall be held in the following undivided shares, to wit:

1. When the Residential Building(s) is to be Restored - For the Owners of damaged Residences in proportion to the cost of repairing the damage suffered by each Owner, said cost to be determined by the Association; and

2. When the Residential Building(s) is Not to be Restored - An undivided share for each Owner.

(c) Cost of Restoration and Repair in the Recreation Area - Cost of restoration and repair in the Recreation Area after casualty shall be paid out of the proceeds from insurance, and the building(s) and improvements constructed in the Recreation Area shall, in any event, be repaired and restored unless there shall be not only a total destruction of said building(s) and improvements, but, in addition, a total destruction of ninety percent (90%) of the Residences in the Diamond Beach community. In the event additional monies are required over and above the amount available from insurance proceeds to restore, reconstruct or repair the building(s) and improvements constructed in the Recreation Area, such monies shall be considered an Association Expense, to be paid by the Owners, and chargeable to and collectible from them proportionately, in equal shares.

(d) Mortgages - In the event a mortgagee endorsement has been issued as to a Residence, the share of the Owner shall be held in trust for the Institutional Mortgagee and the Owner, as their interests may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be constructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt, any insurance proceeds except distributions of such proceeds made to the apartment Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Institutional Mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt, any or all sums of insurance proceeds applicable to its mortgaged Residence if insurance proceeds are insufficient to restore or repair the Residence or the residential building to the condition existing prior to the loss and additional monies are not available for such purpose.

Section 6. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner, to wit:

(a) In the event an institutional Insurance Trustee has been appointed, all expenses of the Insurance Trustee shall be paid first or provisions made for such payment;

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Institutional Mortgagee of a Residence as to the affected Residence;

(c) If it is determined in a manner elsewhere provided that the damage for which proceeds shall be distributed to the beneficial owners, remittances to Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the Institutional Mortgagee holding a mortgage on a Residence as to the subject Residence; and

(d) In making distribution to Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a Certificate of the

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Association made by its President and Secretary as to the names of the Owners and their respective shares of the distribution.

Section 7. Association as Agent. The Association is hereby irrevocably appointed Agent for each Owner and for each owner of any other interest in the Property to adjust all claims arising under the insurance policies purchased by the Association and to exercise and deliver releases upon payment of a claim.

ARTICLE XIV

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner, to wit:

(a) Common Area - If the damaged improvement is located in the Common Area or in the catwalk easement, then the damaged property shall be reconstructed or repaired, unless it is found by the Board of Directors that more than ninety percent (90%) of the Residences in the Diamond Beach community are totally destroyed, then the damaged property will not be reconstructed or repaired unless within sixty (60) days after the casualty, Owners of ninety percent (90%) of the Residences in the Diamond Beach community agree in writing to such reconstruction or repair;

(b) Residences - If the damaged improvement is either a Residence(s) or a residential building(s), the damaged property shall be reconstructed or repaired, unless it is determined by the Board of Directors that ninety percent (90%) of the Residences in the Diamond Beach community are totally destroyed, then the damaged property will not be reconstructed or repaired, unless within sixty (60) days after the casualty, the Owners of ninety percent (90%) of the Residences in the Diamond Beach community agree in writing to such reconstruction or repair; and

(c) Dispute - If a dispute arises as to whether a Residence(s) or any improvement constructed in the Common Area should be repaired or reconstructed, the Board of Directors shall make the determination to repair or reconstruct, and all Owners shall be bound by this determination.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building and/or improvements, or, in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a residential building, by the Owners of not less than seventy-five percent (75%) of said building, together with the approval of the Institutional Mortgages holding first mortgages upon all damaged property, which approval shall not be unreasonably withheld.

Section 3. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction or repair, the Association shall obtain a reliable and detailed estimate of the costs to rebuild or repair.

Section 4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if, at any time, during reconstruction and repair, or on completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be against the Owners who own the damaged Residences and against all Owners in the case of damage to buildings or improvements in the Common Area or in the catwalk easement, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Owners for damages to buildings or improvements constructed in the Common Area or in the catwalk easement shall be borne equally by all Owners, while assessments against Owners for damage to their Residences shall be in proportion to the costs of reconstruction and repair of their respective units, as determined by the Board of Directors.

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Section 5. Construction Fund. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Owners shall be disbursed in payment of such costs in the following manner, to wit:

(a) Owner - The portion of the insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an Owner shall be paid to the Association, which shall use the proceeds for reconstruction and repair of the subject Residence, unless the determination has been made not to reconstruct the Residence, as provided hereinabove, whereupon said funds shall be paid to the Owner, or if there is a mortgagee endorsement as to the subject Residence, then to the Owner and the Institutional Mortgagee, jointly, whereupon the Owner and the Institutional Mortgagee may use these proceeds as they may deem advised;

(b) Common Area - The portion of the insurance proceeds representing damage to the building(s) and/or improvements in the Common Area or in the catwalk easement for which the responsibility of reconstruction and repair lies with the Association shall be paid to the Association, who shall then use the proceeds to reconstruct and repair the damaged property, provided, however, that if the determination has been made as provided hereinabove not to reconstruct the damaged property, then the Association may use such proceeds as the Board of Directors of the Association shall deem proper and advisable;

(c) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners, based upon their proportionate share of the assessment which went into the construction fund; provided, however, that the part of a distribution to an Owner which is in excess of assessments paid by such Owner to the construction fund shall be made payable jointly to the Owner and his Institutional Mortgagee holding a first mortgage lien on the subject Residence;

(d) Certificate - Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any and all of such matters, and stating that the sums to be paid or due and properly payable and stating the name of the payee and the amount to be paid; provided, that when an Institutional Mortgagee is required in this instrument to be named as Payee, the Insurance Trustee shall also name the said mortgagee as a payee of any distribution of insurance proceeds to an Owner (except as provided in subparagraph (c) hereinabove); and further provided that when the Association, or an Institutional Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursement and payment of costs of reconstruction and repair.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Severability. In the event any one (1) of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 2. Context. Whenever the context requires any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 3. Captions. In some instances, article and paragraph captions have been inserted throughout this Declaration; said captions are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

Section 4. Effective Date. This Declaration of Covenants, Conditions and Restrictions shall become effective upon the recordation of this Declaration in the Public Records of Palm Beach County, Florida.

Section 5. Arbitration. Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association or its successors in effect at the time a demand for arbitration is made. Any decision in arbitration may be filed in the Circuit Court Clerk's Office of Palm Beach County, Florida, as a judgment, and shall be exclusive, final and binding on the parties to the arbitration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein named, has hereunto set its hand and seal this 21 day of December, 1982.

DIAMOND BEACH CORPORATION

By [Signature]
President

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

I HEREBY CERTIFY that before me personally appeared DAVID POMFRET as President of DIAMOND BEACH CORPORATION, a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument, and duly acknowledged the execution thereof to be of his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 21st day of December, 1982.

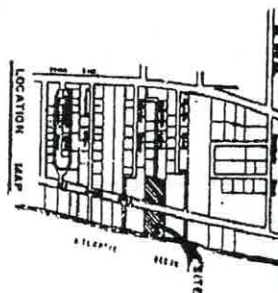
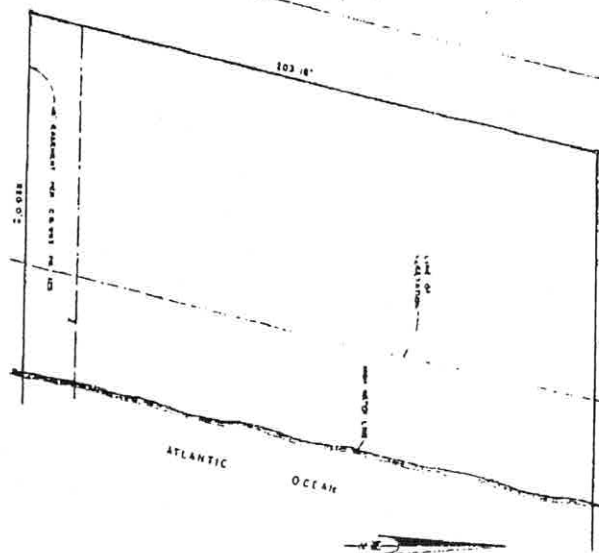
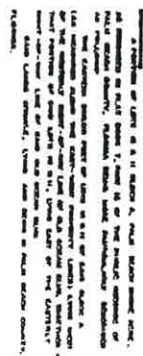
[Signature]
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: [illegible]
BONDED UNDER SEAL OF OFFICE, UNDER A BIBLE

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SCHEDULE A

That part of Lots 10 and 11, lying East of Ocean Boulevard, in Block "A" of PALM BEACH SHORE ACRES, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 7, Page 15; and the East 200 feet of that part of Lots 10 and 11, Block "A", PALM BEACH SHORE ACRES, lying west of Ocean Boulevard as shown on said plat, the westerly line of said 200 feet parcel being parallel to the westerly boundary line of Ocean Boulevard, as shown on said plat.

B3863 P0119

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

ARTICLES OF INCORPORATION
OF
DIAMOND BEACH HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
JAN 7 9 04 AM '83
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and the laws of the State of Florida, we certify as follows:

ARTICLE I

NAME

The name of this corporation shall be DIAMOND BEACH HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, herein sometimes called the "Association". "Declarant" and/or "Developer" shall, for all purposes hereof, refer to Diamond Beach Corporation, a Florida corporation, its successors and assigns. "Lot", "Common Area", "Townhouse", "Properties" and any other defined terms used in these Articles shall have the definition given to those terms in the Declaration of Covenants, Conditions and Restrictions, referred to hereafter.

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are as follows:

- (a) To promote the health, safety and social welfare of the Owners of property within that area referred to as the Properties in the Declaration of Covenants, Conditions and Restrictions for DIAMOND BEACH recorded in the Public Records of Palm Beach County, Florida (the "Declaration").
- (b) To maintain and/or repair landscaping in the Common Area, including lawns, sidewalks and/or access paths and easements, structures and other improvements for which the obligation to maintain and repair has been delegated and assigned.
- (c) To control the specifications, architecture, design, appearance, location and location of, and landscaping around, all buildings of any type, including fences, swimming pools, antennas, sewers, drains, disposal systems or other

structures now or hereafter constructed, placed or permitted to remain in the Properties, as well as the alteration, improvement, addition or change thereto.

(d) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association as the Board of Directors, in its discretion, determines necessary, appropriate and/or convenient.

(e) To operate, without profit, for the sole and exclusive benefit of its members.

(f) To perform all of the functions contemplated for the Association in the Declaration of Covenants, Conditions and Restrictions described hereinabove.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

(c) To delegate power or powers where such is deemed in the interest of the Association.

(d) To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform, or carry out, contracts of every kind with any person, firm, corporation or association; and to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

(e) To fix assessments to be levied against Property in order to defray expenses and costs of effectuating the objects and purposes of the Association, to create reasonable reserves for such expenditures, and to authorize its Board of

Directors, in its discretion, to enter into agreements with mortgage companies or other organizations for the collection of such assessments.

(f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

(g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(h) In general, to have all powers conferred upon a corporation by the laws of the State of Florida.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant, and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, to wit:

(a) When the total votes outstanding in Class A equal the total votes outstanding in Class B membership; or

(b) On January 1, 1986.

ARTICLE VI

BOARD OF DIRECTORS

X
The affairs and property of this Association shall be managed and governed by a Board of ~~Directors of five (5) directors~~, who shall be members of the Association, excepting that until Class B membership has ceased as provided above and has been converted to Class A membership, the members of the Board of Directors need not be members of the Association, and the initial Board of Directors and succeeding Boards until such time as Class B membership has ceased and been converted to Class A membership shall be comprised of three (3) members.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors, are:

NAME:

ADDRESS:

Digby Bridges

124 N.E. 5th Avenue, Delray Beach, FL

Linda Bridges

124 N.E. 5th Avenue, Delray Beach, FL

David Pomfret

124 N.E. 5th Avenue, Delray Beach, FL

Any vacancy in the initial Board of Directors shall, until Class B membership has ceased, be filled by the Declarant or the remaining Directors. The initial Board of Directors herein designated, and any successors thereto, shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE VII

OFFICERS

4
The Officers of this Association shall be a President and a Vice-President who shall, at all times, be members of the Board of Directors, a Secretary, a Treasurer, and such other Officers as the Board may, from time to time, by resolution create. The election of Officers shall take place at the first meeting of the Board of

Directors which shall follow each annual meeting of the members. The names of the Officers who are to serve until the first election or appointments are:

President	David Pomfret
Vice President	Digby Bridges
Secretary/Treasurer	Linda Bridges

Any vacancy in the above offices shall be filled by the Board of Directors.

ARTICLE VIII

BY-LAWS

The By-Laws of the Association are to be adopted, and then amended or rescinded, at a regular or special meeting of the members of the Association, by a vote of the majority of the votes of the Association.

ARTICLE IX

AMENDMENTS

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the voting members of the Association. Amendment to these Articles of Incorporation shall require the assent of ~~seventy-five percent (75%)~~ of the aggregate authorized votes of the combined Class A and Class B membership. No amendment which shall affect any of the rights or prerogatives of the Declarant shall be adopted or, if adopted, be of any force or effect unless the Declarant shall consent thereto in writing.

ARTICLE X

CORPORATE EXISTENCE

The Association shall have perpetual existence, and the corporate existence of the Association shall begin as of the date of filing.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Digby Bridges	124 N.E. 5th Avenue, Delray Beach, FL
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David Pomfret

124 N.E. 5th Avenue, Delray Beach, FL

Linda Bridges

124 N.E. 5th Avenue, Delray Beach, FL

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or contemplated actions, suit or proceedings:

(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 or Officer of the Association, or 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 attorneys' fees, actually and necessarily 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 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 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 attorneys' fees, actually and necessarily incurred by him in connection with the 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 as 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 investigative 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 of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) 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 interest of the Association, and whether, with respect to any criminal action or proceeding, he had no 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.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and relative priority:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Declarant (or its predecessor in interest) shall be returned to the Declarant (whether or not exercising such rights at the time of such dissolution), unless and except to the extent it refuses to accept the conveyance (which it may do in whole or in part); provided, however, that the provisions of this subparagraph shall be no longer applicable subsequent to January 1, 1985.

(2) Dedication shall be made to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication, and which the authority is willing to accept and provide maintenance for.

(3) Remaining assets shall be distributed among the class of membership, as tenants in common, with each member's share of the assets to be determined as an aliquot portion of the member's interest in the class to which the member belongs.

(b) The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes, Subsection 617.05, or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members and by the Declarant.

ARTICLE XV

REGISTERED AGENT


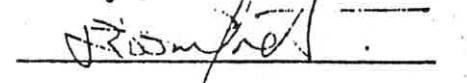
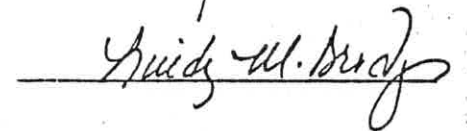
The Registered Agent to accept service of process within this state for said corporation shall be Manley H. Thaler, of Thaler & Thaler, attorneys, 1300 North Federal Highway, Suite 210, Boca Raton, Florida 33432.

Having been named to accept service of process for the above stated corporation not for profit, at the place designated herein, I hereby accept to act in

this capacity and agree to comply with the provision of said Act relative to keeping open said office.


Manley H. Thaler

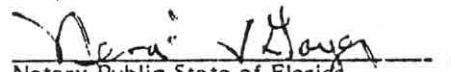
IN WITNESS WHEREOF, the undersigned Subscribers have executed these Articles of Incorporation this 21 day of December, 1982.

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared DIGBY BRIDGES, who, being first duly sworn upon oath, executed the foregoing instrument in my presence, and swore and acknowledged that he signed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 21st day of December, 1982.


Notary Public State of Florida
At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 11 1985
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared DAVID POMFRET who, being first duly sworn upon oath, executed the foregoing instrument in my presence, and swore and acknowledged that he signed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 21st day of December, 1982.

John S. Hayes
Notary Public State of Florida
At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP 11 1985
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared LINDA BRIDGES who, being first duly sworn upon oath, executed the foregoing instrument in my presence, and swore and acknowledged that he signed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 21st day of December, 1982.

John S. Hayes
Notary Public State of Florida
At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 11 1985
BONDED THRU GENERAL INS. UNDERWRITERS

INITIAL RULES AND REGULATIONS CONCERNING
COMMON AREAS, RECREATION AND COMMUNITY FACILITIES
AND RESIDENTIAL UNITS OF TITLE

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO TITLE, INCLUDING THE COMMON AREAS AND RECREATION AND COMMUNITY FACILITIES, SHALL BE DEEMED IN EFFECT UNTIL AMENDED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL DWELLING UNIT OWNERS. THE DWELLING UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL USE THEIR BEST EFFORTS TO SEE THAT THEY ARE FAITHFULLY OBSERVED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE ASSOCIATION AND OTHER DWELLING UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BY-LAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT OR AMEND PREVIOUSLY ADOPTED RULES AND REGULATIONS GOVERNING THE DETAILS OF THE OPERATION, USE, MAINTENANCE, MANAGEMENT AND CONTROL OF THE COMMON AREAS AND RECREATION AND COMMUNITY FACILITIES OR SERVICES MADE AVAILABLE TO THE DWELLING UNIT OWNERS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS AND/OR ANY AMENDMENTS OR ADDITIONS TO THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE INITIAL RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS.

No dwelling unit owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his dwelling unit or to the common areas or to the recreational and community facilities without the prior written consent of the Board of Directors and, where applicable, any mortgagee owning a mortgage on same, respectively.

2. ANTENNAE AND AERIALS.

No antenna and/or aerial for a radio, television and/or other telephonic communication device shall be installed upon any lot, dwelling unit or common area without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of any dwelling unit without the consent of the Board of Directors, in writing, is liable to removal, without notice, and at the cost of the dwelling unit owner for whose benefit the installation was made.

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3. DWELLING UNIT USE.

Dwelling units shall not be used for commercial or professional purposes and shall only be used as single family residences.

4. TERRACES AND PORCHES.

No bathing suits, towels or clothing shall be hung from the terraces and/or porches or windows. No loose articles shall be left on the terraces and/or porches during the hurricane season.

5. BARBECUES AND OUTDOOR COOKING.

No barbecue and/or outdoor cooking shall be permitted on terraces and/or porches or on any other portion of the common areas, except in those areas that may from time to time be designated for such purposes by the Board of Directors. So long as the privilege is not abused and is not offensive to other dwelling unit owners, a dwelling unit owner may use a barbecue on the lawn area immediately contiguous to his dwelling unit; however, after each and every use, the barbecue facilities shall be removed from the lawn area.

6. BUILDING EMPLOYEES, CONTRACTORS' AND DEVELOPER'S EMPLOYEES.

No dwelling unit owner or member of his family or guest shall give orders or instructions to building employees, contractor's or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

7. CHILDREN.

Each dwelling unit owner shall be solely responsible for the actions and any damage caused by his children or visiting children. Children are not permitted to play in public areas unless same are designated for recreational purposes. Dwelling unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational and community facilities. Children under twelve (12) years of age shall not be allowed in the pool area unless accompanied by an adult at all times. Children under nine (9) years of age shall not be allowed in the community facilities (except the pool area) unless accompanied by an adult at all times.

8. CLEANLINESS.

Each dwelling unit owner shall be responsible for keeping his dwelling unit in a good state of preservation and cleanliness. Dwelling unit owners shall not allow anything whatsoever to be thrown or fall from the windows, doors, terraces and/or porches. No sweepings or other substances shall be permitted to escape to the exterior of the dwelling unit from the windows, doors, terraces and/or porches.

9. COMPLAINTS.

All complaints of dwelling unit owners shall be made in writing and delivered to the person designated for such purpose by the Board of Directors or to a member of the Board of Directors.

10. CONDUCT.

No person in a dwelling unit or in the common areas of the subdivision shall engage in loud or boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.

11. DAMAGED COMMON AREAS.

Damage to common areas, including, but not limited to, the landscaped areas and the recreational and community facilities, caused by any dwelling unit owner or his guests or invitees shall be the sole responsibility of such dwelling unit owner.

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12. DELIVERIES.

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for a dwelling unit owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

13. EXTERIOR APPEARANCE.

No improvements may be constructed upon any part of the exterior of any of the dwelling units or the subdivision lands without the prior written consent of the Board of Directors. The exterior of the dwelling units, including, but not limited to, terraces and/or porches, shall not be painted, decorated or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

14. FLAMMABLE MATERIALS.

No flammable, combustible or explosive fluid, chemical or substance shall be kept in any dwelling unit, storage area or common area, except such as required for normal household use.

15. GUEST OCCUPANCY.

Any and all guests of dwelling unit owners shall be required to comply with all of the rules and regulations of the subdivision and the rights and obligations created by the Declaration of Covenants and Restrictions and its exhibits. The Board of Directors reserves the right to limit the number of guests a dwelling unit owner may have, limit the number of guests that may use the recreational and community facilities and, in addition, reserves the right to expel guests that fail to comply with applicable requirements.

16. GUNS.

No guns shall be permitted to be discharged anywhere upon the subdivision properties, including the common areas and dwelling units, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, BB guns and slin shots.

17. FOOD AND BEVERAGE.

Food and beverages shall only be consumed within dwelling units and in those portions of the recreational and community facilities designated for such purposes.

18. HURRICANE PREPARATIONS.

Each dwelling unit owner who plans to be absent from his dwelling unit during the hurricane season, must prepare his dwelling unit prior to his departure by:

A. Installing hurricane shutters where applicable. (Such hurricane shutters must be approved by the Board of Directors.)

B. Removing all furniture, plants and other objects from his terrace and/or porch.

C. Designating a responsible firm or individual to care for his dwelling unit should the dwelling unit suffer hurricane damage, and furnishing the Board of Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.

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Any dwelling unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other dwelling unit owners and/or to the common areas resulting from such failure.

19. INSURANCE RATES.

No dwelling unit owner shall permit or suffer anything to be done or kept in his dwelling unit which would increase the rate of insurance on the subdivision property.

20. MOTORCYCLES.

Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon the common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment and the Board of Directors shall be authorized to bar from the subdivision properties, any motorcycle or other motor vehicles that causes an abuse of normal noise levels. No motorcycles shall be permitted to be parked in the parking spaces or parking areas or any other portion of the common areas overnight. Any damage done to the common areas, including, but not limited to, the pavement as a result of motorcycle kickstands, or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage. Any and all use of any motorized vehicle on any area designated as a "bicycle path" is strictly prohibited.

21. NUISANCES.

No dwelling unit owner shall make or permit any disturbing noises any place upon the subdivision properties by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other dwelling unit owners. No dwelling unit owner shall play upon or suffer to be played upon, any musical instrument or operate or suffer to be operated, a phonograph, television, radio, sound amplifier or other sound equipment in such manner that same would disturb or annoy other occupants of the subdivision. No dwelling unit owner shall conduct or permit to be conducted vocal or instrumental instruction at any time, except as same might be considered to be an activity sanctioned by the Board of Directors, which activity shall take place in the recreational and community facilities.

22. PARKING.

Parking areas upon the subdivision property shall be used only by dwelling unit owners, their guests and invitees. Parking areas shall only be used to park private passenger motor vehicles. No motor vehicle which cannot operate under its own power shall remain on the subdivision property for more than twenty-four (24) hours, and no repair of any motor vehicle shall be made on the subdivision property. No motor vehicles not bearing current license and registration tags and inspection certificates as required pursuant to State law, shall be permitted on the subdivision property. No trucks, mobile homes, trailers, campers, boats, boat trailers, or other recreational vehicles, or other vehicles or equipment other than private passenger vehicles, shall be parked or left standing upon the subdivision property, except for purposes of loading and unloading. No motor vehicles shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the owner of the dwelling unit doing or permitting such and/or the owner of the vehicle.

23. PASSAGEWAYS.

Sidewalks, entrance ways, passageways, vestibules and all other portions of the common areas must, at all times, be kept free of obstruction and encumbrances and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

24. PERSONAL INSURANCE.

It is recommended that personal property and liability coverage be obtained by each of the individual dwelling unit owners, should he be desirous of having such coverage.

25. PERSONAL PROPERTY.

The personal property of a dwelling unit owner shall be stored within his dwelling unit or, where applicable, in assigned storage areas, but in no event shall such property be stored or left within or upon such other portions of the common areas.

26. PETS.

No bird or animal shall be kept or harbored in the subdivision or any of the dwelling units unless the same, in each instance, be expressly permitted in writing by the Board of Directors of the Association, which permission may be conditioned upon such terms as the Board of Directors, in its sole discretion, deems to be in the best interests of the subdivision as a whole. Such permission in one instance shall not be deemed to constitute a blanket permission or permission in any other instance, and any such permission may be revoked, rescinded and/or modified at any time by the Board of Directors. After permission has been granted, the presence of any pet shall be subject to any rules and regulations promulgated from time to time by the Board of Directors, and at least those conditions as follows:

- A. No pets may be kept, bred or maintained for any commercial purpose.
- B. No animals other than domestic animals shall at any time be permitted upon the subdivision.
- C. In no event shall any pet be permitted in or upon any of the common areas of the subdivision property unless carried or leashed and then only as may from time to time be designated by the Board of Directors.
- D. In no event shall any pet be permitted upon or within the recreational facilities, including, but not limited to, the recreational buildings and pool area.
- E. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other dwelling units.
- F. Once an original pet which has been granted permission to remain upon the subdivision properties has been permanently removed from the premises or has died, no replacement of said pet shall be made without the prior written permission of the Board of Directors.
- G. If a dog or other animal becomes obnoxious to other owners by barking or otherwise and/or in the event that any pet becomes a nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected, the owner, upon written notice by the Board of Directors, shall be required to remove the pet from the subdivision property. If the owner fails to remove the pet from the subdivision property, the Board of Directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the subdivision property, including, but not limited to, securing an injunction requiring the removal of said pet, and the owner of said pet shall, in such cases, be responsible for court costs and attorneys' fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets.
- H. The owner of any pet shall indemnify the Association and each of the other dwelling unit owners, and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal upon the subdivision property.
- I. Each pet owner shall be responsible for the removal and disposal of all defecation left by his pet upon the subdivision property.

27. PLANTINGS.

No plantings of whatsoever nature shall be made by any dwelling unit owner upon any common areas and/or recreation and community facilities without the prior written approval of the Board of Directors.

B3853 P0124

28. RECREATIONAL FACILITIES.

The use of the recreational facilities is limited solely to the members of the Association and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the Association. Amended and/or additional rules and regulations shall be posted in a conspicuous place in or upon the recreational facilities and it shall be the responsibility of the individual dwelling unit owners to apprise themselves of same. Private use of the recreational facilities must be arranged through and only after permission has been granted by the Board of Directors. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.

29. SOLICITATIONS.

There shall be no solicitations permitted by any person anywhere in or about the subdivision property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

30. SERVANTS.

Servants and domestic help of the dwelling unit owners may not gather, loiter or lounge within or upon the recreational facilities or common areas of the subdivision.

31. SERVICE PEOPLE.

No dwelling unit owner shall permit any service people, whether for purposes of maintenance, repair, replacements or improvement, to work in a dwelling unit, except in cases of emergencies, before 8:00 a.m. or after 9:00 p.m.

32. SIGNS.

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any dwelling unit owner on any part of the outside or inside of the dwelling unit, or upon any portion or part of the recreational and community facilities or common areas, without the prior written consent of the Board of Directors.

33. TRASH AND GARBAGE.

All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped and placed only in those containers and areas designated for such purpose.

34. VEHICULAR AND PEDESTRIAN TRAFFIC.

All vehicular and pedestrian traffic being in and/or operating upon the subdivision property, shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of fifteen (15) miles per hour.

35. WHEELED VEHICLES.

No dwelling unit owner shall permit wheeled vehicles, including, but not limited to, bicycles, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the subdivision property. No bicycle shall be permitted to be ridden within or upon the recreational and community facilities, except in those areas, if any, designated for such purpose.

B3863 P0125

36. CLOTHESLINES AND CLOTHES POLES.

No clothesline or similar device shall be permitted on any portion of the subdivision property, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors.

37. SWIMMING POOL. The pool may be used by residents only and their guests, between the hours of 8:00 a.m. and 9:00 p.m. each day. A separate set of rules may be adopted by the Board of Directors to govern use of the pool.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21 day of December, 1982.

DIAMOND BEACH CORPORATION

By _____
President

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

I HEREBY CERTIFY that before me personally appeared DAVID PCMFRET, as President of DIAMOND BEACH CORPORATION, a corporation under the laws of the State of Florida, do me known to be the person described in and who executed the foregoing instrument, and duly acknowledged the execution thereof to be of his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 21st day of December, 1982.

Constance L. Wallace
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires 12/31/85
RECORDED INTO GENERAL INDEX, 11/16/82

B3833 P0126



Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Homestead Exemption **E-file** ▶



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page

Owner Name	Location	Municipality	Parcel Number	Quick View	Map
5450 OLD OCEAN BLVD #1 LLC	5450 OLD OCEAN BLVD 1 (Lot 1)	OCEAN RIDGE	46434534330000010		
PATANGE AMIT &	5450 OLD OCEAN BLVD 2 (Lot 2)	OCEAN RIDGE	46434534330000020		
GOTHE MAYURI	5450 OLD OCEAN BLVD 2 (Lot 2)	OCEAN RIDGE	46434534330000020		
KRAMP KURT A &	5450 OLD OCEAN BLVD 3 (Lot 3)	OCEAN RIDGE	46434534330000030		
KRAMP DENISE M	5450 OLD OCEAN BLVD 3 (Lot 3)	OCEAN RIDGE	46434534330000030		
SETTEMBRINI MARY K	5450 OLD OCEAN BLVD 4 (Lot 4)	OCEAN RIDGE	46434534330000040		
JIAN GROUP LLC	5450 OLD OCEAN BLVD 5 (Lot 5)	OCEAN RIDGE	46434534330000050		
FINLEY JOSEPH A &	5450 OLD OCEAN BLVD 6 (Lot 6)	OCEAN RIDGE	46434534330000060		
FINLEY CATHERINE A	5450 OLD OCEAN BLVD 6 (Lot 6)	OCEAN RIDGE	46434534330000060		
GREEN DORENE	5450 OLD OCEAN BLVD 7 (Lot 7)	OCEAN RIDGE	46434534330000070		
GREEN JEFFREY &	5450 OLD OCEAN BLVD 7 (Lot 7)	OCEAN RIDGE	46434534330000070		

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Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Homestead Exemption

E-file ▶



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page

Displaying 1-2 of 2 records

Owner Name	Location	Municipality	Parcel Number	Quick View	Map
DIAMOND BEACH HOA INC	OCEAN BLVD <i>COMMON AREAS</i>	OCEAN RIDGE	46434534330010000		
DIAMOND BEACH HOA INC.	SAILFISH LN <i>COMMON AREAS</i>	OCEAN RIDGE	46434534050010091		

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First | Previous | 1 | Next | Last

25 per
page

Displaying 1-2 of 2 records

Lot 1

A portion of Lot 10, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of Lot 11, of said Palm Beach Shore Acres; thence North - $11^{\circ}51'20''$ East along the West Right-of-Way of said Old Ocean Boulevard a distance of 128.93 feet; thence West, a distance of 20.87 feet to the point of beginning; thence continue West, a distance of 51.00 feet; thence North, a distance of 45.00 feet; thence East, a distance of 51.00 feet; then South, a distance of 45.00 feet to the point of beginning.

Lot 2

A portion of Lot 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; thence North $11^{\circ}51'20''$ East along said West Right-of-Way line, a distance of 28.27 feet; thence West, a distance of 20.87 feet to the Point of Beginning; thence continue West, a distance of 52.00 feet; thence North, a distance of 45.00 feet; thence East, a distance of 52.00 feet; thence South, a distance of 45.00 feet to the Point of Beginning.

Lot 3

A portion of Lot 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 31.17'; Thence East a distance of 35.65'; to the Point of Beginning; Thence North a distance of 27.17'; Thence East a distance of 53.00'; Thence South a distance of 27.17'; Thence West a distance of 53.00'; to the Point of Beginning.

Lot 4

A portion of Lot 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 58.93'; Thence East a distance of 35.65' to the Point of Beginning; Thence North a distance of 25.83'; Thence East a distance of 53.00'; Thence South a distance of 25.83'; Thence West a distance of 53.00' to the Point of Beginning.

Lot 5

A portion of Lots 10 & 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 85.33'; Thence East a distance of 33.37'; to the Point of Beginning; Thence North a distance of 31.83'; Thence East a distance of 55.00'; Thence South a distance of 31.83'; Thence West a distance of 55.00'; to the Point of Beginning.

Lot 6

A portion of Lot 10, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of Lot 11 of said Palm Beach Shore Acres; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 117.85'; Thence East a distance of 35.35' to the Point of Beginning; Thence North a distance of 25.83'; Thence East a distance of 53.00'; Thence South a distance of 25.83' Thence West a distance of 53.00'; to the Point of Beginning.

Lot 7

A portion of Lot 10, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of Lot 11, of said Palm Beach Shore Acres; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 144.24'; Thence East a distance of 35.35' to the Point of Beginning; Thence North a distance of 27.17'; Thence East a distance of 53.00'; Thence South a distance of 27.17'; Thence West a distance of 53.00'; to the Point of Beginning.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared LEE BURKE, President of DIAMOND BEACH CORP., a dissolved Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same and who has produced his driver's license(s) as identification.

~~AUGUST~~ WITNESS my hand and official seal in the County and State last aforesaid this 10TH day of July, 1998.

Susan B Leslie-Smith
NOTARY PUBLIC

(PRINTED NAME OR STAMP)

My Commission expires:

OFFICIAL NOTARY SEAL
SUSAN B LESLIE-SMITH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC572420
MY COMMISSION EXP. JULY 25 2000

EXHIBIT "A"

LEGAL DESCRIPTION OF COMMON AREAS OF
DIAMOND BEACH LYING WEST OF OLD OCEAN BOULEVARD

A portion of Lots 10 & 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

The Eastern 200.00 Feet of Lots 10 & 11 of said Block A (as measured along the East-West property lines) lying West of the Westerly Right-of-Way Line of Old Ocean Boulevard.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTIES:

Lot 1

A portion of Lot 10, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of Lot 11, of said Palm Beach Shore Acres; thence North - $11^{\circ}51'20''$ East along the West Right-of-Way of said Old Ocean Boulevard a distance of 128.93 feet; thence West, a distance of 20.87 feet to the point of beginning; thence continue West, a distance of 51.00 feet; thence North, a distance of 45.00 feet; thence East, a distance of 51.00 feet; then South, a distance of 45.00 feet to the point of beginning.

Lot 2

A portion of Lot 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; thence North $11^{\circ}51'20''$ East along said West Right-of-Way line, a distance of 28.27 feet; thence West, a distance of 20.87 feet to the Point of Beginning; thence continue West, a distance of 52.00 feet; thence North, a distance of 45.00 feet; thence East, a distance of 52.00 feet; thence South, a distance of 45.00 feet to the Point of Beginning.

Lot 3

A portion of Lot 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 31.17'; Thence East a distance of 35.65'; to the Point of Beginning; Thence North a distance of 27.17'; Thence East a distance of 53.00'; Thence South a distance of 27.17'; Thence West a distance of 53.00'; to the Point of Beginning.

Lot 4

A portion of Lot 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 58.93'; Thence East a distance of 35.65' to the Point of Beginning; Thence North a distance of 25.83'; Thence East a distance of 53.00'; Thence South a distance of 25.83'; Thence West a distance of 53.00' to the Point of Beginning.

Lot 5

A portion of Lots 10 & 11, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of said Lot 11; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 85.33'; Thence East a distance of 33.37'; to the Point of Beginning; Thence North a distance of 31.83'; Thence East a distance of 55.00'; Thence South a distance of 31.83'; Thence West a distance of 55.00'; to the Point of Beginning.

Lot 6

A portion of Lot 10, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7 Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of Lot 11 of said Palm Beach Shore Acres; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 117.85'; Thence East a distance of 35.35' to the Point of Beginning; Thence North a distance of 25.83'; Thence East a distance of 53.00'; Thence South a distance of 25.83' Thence West a distance of 53.00'; to the Point of Beginning.

Lot 7

A portion of Lot 10, Block A, PALM BEACH SHORE ACRES, as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida being more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Old Ocean Boulevard and the South Line of Lot 11, of said Palm Beach Shore Acres; Thence West 200.00'; Thence North $11^{\circ}51'20''$ East, parallel with the West Right-of-Way of said Old Ocean Boulevard a distance of 144.24'; Thence East a distance of 35.35' to the Point of Beginning; Thence North a distance 27.17'; Thence East a distance of 53.00'; Thence South a distance of 27.17'; Thence West a distance of 53.00'; to the Point of Beginning.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA

COMMON AREA PARCEL
FOLIO# 4643453405001-
0091

This instrument prepared by:
James M. Hankins
Hodgson, Russ, Andrews,
Woods & Goodyear
2000 Glades Road, Suite 400
Boca Raton, Florida 33431
23342.0000

SEP-08-1995 4:02pm 95-289763
ORB 8911 Pg 1785
1
Con 10.00 Doc .70

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 8th day of September, 1995, by DIAMOND BEACH CORP., a dissolved Florida corporation, first party, to DIAMOND BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, whose post office address is 7187 Thompson Road, Lantana, Florida 33462, second party:

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

That part of Lots 10 and 11, lying East of Ocean Boulevard in Block "A" of PALM BEACH SHORE ACRES, according to the plat thereof on file in the office of the clerk of the Circuit court in and for Palm Beach County Florida, in Plat Book 7, Page 15, LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A 15 foot walk way area with the improvements thereon, more particularly bound and described as follows:

A strip of land lying within Lot 11, Block A as shown on the Plat of Palm Beach Shore Acres as recorded in Plat Book 7, Page 15 of the Public Records of Palm Beach County, Florida and being more particularly described as follows:

Being an area 15.0 feet wide lying 7.5 feet each side of the following described centerline; Commence at the intersection of the Easterly Right-of-Way of Old Ocean Boulevard and the South line of said Lot 11; thence North $11^{\circ}51'20''$ East along said Easterly Right-of-Way, a distance of 53.64 feet to the Point of Beginning; thence South $80^{\circ}29'10''$ East, a distance of 56.78 feet to the Point of

Termination, as set forth in Official Records Book
5782, Page 1660.4A

SUBJECT TO easements and rights-of-way over Southerly portion
of land hereby conveyed and rights-of-way over Southerly
portion of land hereby conveyed and rights-of-way in and to
"Beach Area" and other restrictions, reservations, easements
and covenants recorded in Deed Book 1000, Page 451.

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

IN WITNESS WHEREOF, the said first party has signed and sealed
these presents the day and year first above written.

Signed, sealed and delivered
in presence of:

Signature

Printed Signature

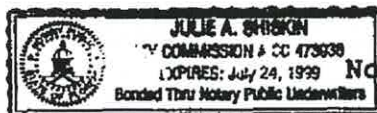
Signature

Printed Signature

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8th
day of September 1995, by Lee Burke, President of Diamond Beach
Corp., a dissolved Florida corporation, who is personally known
to me, on behalf of said corporation

My Commission Expires:



52241

Diamond Beach Corp., a
dissolved Florida corporation

BY:

Lee Burke, President
181 Crawford Blvd.
Boca Raton, Florida 33432

Notary Public

Printed Name of Notary

Notary Commission No. CC473638