

54684

DECLARATION OF CONDOMINIUM
OF

THE EDGEWOOD CONDOMINIUM

UNIT ONE

Palm Beach County, Florida

This instrument was prepared
By: LEWIS DESCHLER, II
Deschler, Reed, Mowry and Poulton
555 South Federal Highway
Attorneys at Law
Boca Raton, Florida

THE BARWIN DEVELOPMENT CORPORATION, A Florida corporation,
hereinafter called "Developer", for itself, its successors,
grantees and assigns hereby makes the following Declaration
of Condominium:

I. PURPOSE

The purpose of this Declaration is to submit the lands
described in this instrument and improvements on such lands to
the condominium form of ownership and use in the manner provided
by Chapter 711, Florida Statutes, hereafter called the Condominium

Act.

1. Name and Address. The name by which this condominium is
to be identified is THE EDGEWOOD CONDOMINIUM, UNIT ONE, and its
address is 22785 Southwest 66th Avenue, Boca Raton, Florida.

2. The Land. The lands owned by Developer, which by this
instrument are submitted to the condominium form of ownership, are

72 JUN 21 PM 3:55

situated, lying and being in Palm Beach County, Florida, and are described in Exhibit A, attached hereto and made a part hereof, said lands being called "the land."

II. DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows (unless the context otherwise requires):

1. Apartment means unit as defined by the Condominium Act.
2. Apartment Owner means unit owner as defined by the Condominium Act.
3. Association means THE EDGEWOOD UNIT ONE ASSOCIATION, INC. and its successors.
4. Common Elements include all items stated in the Condominium Act.
5. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
6. Common expenses include:
 - a. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association; rental, taxes, special assessments, insurance, maintenance, operation, repair, replacement, alteration or improvement of the swimming pool, pool deck, recreation building, recreational improvements

and facilities located upon the land subject to the Ninety-Nine Year Lease to the Association, a copy of which is attached hereto as Exhibit E.

b. Expenses declared common expenses by provisions of this Declaration or the Bylaws.

c. Any valid charge against the condominium as a whole.

7. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

9. Utility Services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

III. DEVELOPMENT PLAN

The condominium is described and established as follows:

1. Survey. A survey of the land showing the improvements thereon is attached as Exhibit A.

2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for

such prepared by Lawrence Browning and Lester W. Boese, A.I.A., and designated as his Commission No. 7105 and 7120, a compilation of a portion of said plans are attached hereto under Exhibit A.

3. Amendment of Plans.

a. Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments, nor alter the boundaries of the common elements (except as herein permitted by the Developer), without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If the Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by the Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

4. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

5. Improvements - General Description.

a. Apartment Building. The condominium includes an apartment building consisting of a ground floor and one additional floor, making a total of two floors. The building contains sixteen owners' apartments. The common elements include storage and laundry facilities.

b. Other Improvements. The condominium includes gardens and landscaping, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the common elements.

6. Apartment Boundaries. Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

a. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to the intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(2) Lower boundary - the horizontal plane of the undecorated finished floor.

b. Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries and the intersecting vertical planes adjacent to and which include all porches or balconies and fixtures thereon.

7. Common Elements. The common elements include the land and all other parts of the condominium not within the apartments; provided, however, there are limited common elements which are hereinafter described.

8. Limited Common Elements. Limited common elements refer to assigned automobile parking spaces. The location and dimensions of automobile parking spaces are more particularly described upon the plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such parking space shall be assigned to the exclusive use of each apartment owner so that the occupants of each apartment will be entitled to one parking space for one automobile. The initial assignment of each parking space shall be made by the Developer.

IV. APARTMENTS

The apartments of the condominium are described more particularly and the rights and obligations of their owners established as follows:

1. Apartment Numbers. There are eight (8) apartments upon each of the two floors of the apartment building. The apartments are numbered from 101 to 108, inclusive, on the first floor. Apartment No. 101 is situate at the southeast corner of the building, 102 being directly west of 101 on the south side of the building, 105 being directly west of 102 on the south side of the building, and 106 being directly west of 105 on the south side of the building. Apartment 103 is situate at the northeast corner of the building, 104 being directly west of 103 on the north side of the building, 107 being directly west of 104 on the north side of the building, and 108 being directly west of 107 on the north side of the building.

The apartments are numbered from 201 to 208, inclusive, on the second floor. Apartment No. 201 is situate at the southeast corner of the building, 202 being directly west of 201 on the south side of the building, 205 being directly west of 202 on the south side of the building, and 206 being directly west of 205 on the south side of the building. Apartment No. 203 is situate

at the northeast corner of the building, 204 being directly west of 203 on the north side of the building, 207 being directly west of 204 on the north side of the building, and 208 being directly west of 207 on the north side of the building.

2. Appurtenances to Apartments. The owner of each apartment shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his apartment, including but not limited to the following items that are appurtenant to the several apartments indicated:

a. Common Elements and Common Surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as follows:

(1) An undivided 6.5% share to each two bedroom apartment the designation numbers of said apartments being as follows:

101
103
104
106
107
108

2026 PAGE 326

201

203

204

206

207

208

Twelve such apartments (percentage multiplied
by number of apartments)

78%

(2) An undivided 5.5% share to each one
bedroom apartment the designation numbers of said
apartments being as follows:

102

105

202

205

Four such apartments (percentage multiplied by number
of apartments)

22%

Total

100%

b. Limited Common Elements. Limited common elements refer to assigned automobile parking spaces. The location and dimensions of automobile parking spaces are more particularly described upon the plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such parking space shall be assigned to the exclusive use of each apartment owner so that the occupants of each apartment will be entitled to one parking space for one automobile. The initial assignment of each parking space shall be made by the Developer. Assignment of reserved parking spaces shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Palm Beach County, Florida, and may be made by separate instrument or by inclusion of any instrument of conveyance of an apartment. Upon such assignment to a specific apartment, the owner of such apartment shall have the exclusive right to the use of such reserved parking space without separate charge therefor by the Association, it being the intention hereof that the costs of maintenance and administration of the reserved parking spaces shall be included as a part of the common expenses applicable to all apartments for the purposes of assessment. Upon such assignment, the exclusive right of the owner of the apartment to which such assignment is made shall become an appurtenance to such apartment and shall be encumbered by and subject to any mortgage then or thereafter encumbering said apartment and upon the conveyance or passing of

title to the apartment to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such apartment. Any conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to the use of the reserved parking spaces may be made or accomplished separately from the conveyance, encumbrance or passing of title to the apartment to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed only to the Association or to another apartment owner, provided that as a condition precedent to any such conveyance, assignment or transfer, the same shall be released from any mortgage lien or encumbrance encumbering the apartment from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use any reserved parking spaces, such exclusive right may be thereafter by instrument executed with the formality of a deed assigned by the Association to any specific apartment with the same force and effect as if originally assigned thereto by the Developer.

c. Storage Space. The common elements upon each floor include storage spaces, one of which will be assigned to the exclusive use of each apartment owner by the Association.

d. Association Membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

3. Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

V. MAINTENANCE, ALTERATION AND IMPROVEMENT

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

1. Apartments.

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

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and

(3) all incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair, and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) To maintain, repair and replace at his expense any and all screening of screened patios, balconies and porches which are a part of his apartment.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval

in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

2. Common Elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense.

b. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the Bylaws, and except as herein permitted by the Developer. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through

foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

VI. ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

1. Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him.

2. Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

3. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall be subordinate to the lien of a mortgage recorded prior to the time of the recording of the claim of lien for such unpaid assessment. In the event of foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or assigns, shall not be liable for the share of assessments pertaining to such apartment chargeable to the former owner of such apartment which became due prior to the foreclosure sale of such apartment. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the apartment owners. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgagee in lieu of foreclosure.

4. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

VII. ASSOCIATION

The operation of the condominium shall be by THE EDGEWOOD UNIT ONE ASSOCIATION, INC., a corporation not for profit under the laws of Florida which shall fulfill its functions pursuant to the following provisions:

1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit B.

2. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached as Exhibit C.

3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

4. Restraint upon Assignment of Shares in Assets. The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

5. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

6. Roster of Apartment Owners and Mortgagees.

a. Apartment Owners. The Association shall maintain a roster of apartment owners from the evidence of change or owner

furnished to the Association, which roster shall include the mailing addresses of apartment owners which shall be furnished by them from time to time.

b. Mortgagees. The Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage upon an apartment in the condominium of which notice is given to the Association. Such notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

7. Power to Lease Certain Lands. The Association shall have the power to and has entered into a Ninety-Nine Year Lease to rent certain lands, as described therein, a copy of which Lease is attached hereto as Exhibit E. The Association shall include all rent due and cost of insurance, taxes and other expenses which the Association, as Lessee, has obligated itself to pay under said Lease, as common expenses of the condominium, and shall provide therefor, in the annual budget of the Association, and each apartment owner shall be liable for his, her, or their share thereof as herein

provided. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor under said Lease, his successors and assigns, and may be enforced by him against the Association and each apartment owner, their heirs, successors, representatives and assigns.

Each apartment owner of the condominium, by the purchase of such apartment and the acceptance of a deed thereto, shall be bound by and perform each and every of the terms, conditions, and covenants imposed by the aforesaid Lease; and specifically shall be bound to contribute Fifteen (\$15.00) Dollars per month toward the minimum net rent (as adjusted by the cost of living index as provided in said Lease) and to contribute proportionately toward the common expenses of the other obligations due under said Lease in such proportions as are set forth as common expenses in this Declaration of Condominium.

The faithful performance of the Association's obligations and that of each apartment owner to pay their share of the rental and other obligations due shall be secured by a lien upon each apartment and all appurtenances thereto, when a notice claiming a lien has been recorded in the Public Records of Palm Beach County, Florida, which claim of lien shall not be recorded until the payment for which said lien is asserted is past due for at least ten (10) days. Said lien shall be effective against the defaulting apartment owner from

the date of the recording of the claim of lien.

Such lien shall be superior in dignity and in effect to the lien of the Association for other assessments as set forth in this Declaration of Condominium.

Any such lien for nonpayment of rent or other obligations established in the manner aforesaid shall be automatically cancelled by the recording of a deed, in lieu of foreclosure, to a bank, life insurance company or savings and loan association, or by the recording of a certificate of title resulting from an action brought to foreclose a mortgage of a bank, life insurance company or savings and loan association, and such unpaid rent and obligations shall be deemed to be common expenses collectible from all of the apartment owners.

Collection of delinquent rentals or other obligations of a defaulting apartment owner may be enforced by suit at law or by foreclosure of the lien created in the manner above set forth or by any other competent proceedings, and in either event, the Lessor shall be entitled to recover the payments which are delinquent at the time of judgement or decree, together with interest and costs of suit and attorney's fees.

Notwithstanding anything to the contrary herein contained, so long as the apartment owner pays his, her or their share of the rent

and obligations due under the aforesaid Lease, then and in such event, the lessor agrees that it will not enforce any of its rights which it may have against the apartment owner by virtue of said Lease, even though the Association may be in default under the terms of said Lease, or even though any other apartment owner has failed to perform his, her or their obligations under the terms of said Lease as a member of the Lessee Association.

VIII. INSURANCE

The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

1. Purchase; named insured.

a. Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

b. Approval. The insurance agency and insurance company shall be subject to approval by the Boca Raton Federal Savings and Loan Association whenever that institution is listed in the roster of mortgagees; and if such institution is not listed in this roster, then by the bank, savings and loan association or insurance company which, according to such roster, at the time for approval is the owner and holder of the oldest unsatisfied mortgage upon an apartment in the condominium held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be

deemed to be approved. An approval shall not be unreasonably withheld or denied.

c. Named Insured. The named insured shall be the Association individually and as agent for the apartment owners without naming them, and shall include the mortgagees of apartments which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

d. Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgage roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of each preceding policy which is being renewed or replaced, whichever date shall first occur.

2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors.

of the Association. Such 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 as the buildings on the land, including, but not limited to vandalism and malicious mischief.

The policies shall state whether the following items are included within the coverage in order that apartment owners may insure themselves if the items are not insured by the Association: air conditioning equipment; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes.

b. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. Workmen's Compensation policy to meet the requirements of law.

d. Such other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of an apartment or its appurtenances or of the common elements by an apartment owner shall be assessed against that owner. Not less than 10 days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premium nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their

mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Apartment Owners. An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

5. 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:

a. Expense of the Trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the

remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

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

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

6. Association as Agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and

to execute and deliver releases upon the payment of claims.

IX. RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

a. Lesser Damage. If apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

b. Major Damage. If apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

4. 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 and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments. If the responsibility of reconstruction and repair after casualty is that of the Association and 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 upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all apartment owners in sufficient amounts to provide funds for the payment of such costs; and such assessments shall be in proportion to the owner's shares in the common elements. If the responsibility of reconstruction and repair after casualty is that of the apartment owner and if the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, the apartment owner shall bear the expense of the additional costs.

6. Construction Funds. 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 apartment owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance

Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00 then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in

the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work,

(3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first moneys 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 beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners

upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or 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 to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a 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 upon disbursements in payment of costs of reconstruction and repair.

X. EMINENT DOMAIN

The taking of a portion of an apartment or of the common elements by eminent domain shall be deemed to be a casualty and

the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to apartment owners, the apartment owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting apartment owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium is not to be terminated and one or more units are taken in part, the taking shall have the following effects:

1. Apartment Reduced but Tenantable. If the taking reduces the size of an apartment and the remaining portion of an apartment can be made tenantable, the award for the taking of a portion of the apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. The apartment shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the apartment.

b. The balance of the award, if any, shall be distributed to the owner of the apartment and to each mortgagee of the apartment included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

c. If there is a balance of the award distributed to the apartment owner or mortgagees, the share in the common elements appurtenant to the apartment shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the apartment immediately prior to the taking, and then recomputing the shares of all apartment owners in the common elements as percentages of the total of their shares as reduced by the taking.

2. Apartment made Untenantable. If the taking destroys or so reduces the size of an apartment that it cannot be made tenantable, the award for the taking of the apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. The market value of such an apartment immediately prior to the taking shall be paid to the owner of the apartment and to each mortgagee of the apartment included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

b. The remaining portion of such apartment, if any,

shall become a part of the common elements and shall be placed in condition for use by all of the apartment owners in the manner approved by the Board of Directors; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the common elements.

c. The shares in the common elements appurtenant to the apartments which continue as a part of the condominium shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of owners. This shall be done by recomputing the shares of such continuing owners in the common elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

d. If the amount of the award for the taking is not sufficient to pay the market value of the condemned apartment to the owner and to condition the remaining portion of the apartment for use as a part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the apartment owners who will continue as owners of apartments after the changes in the condominium effected by the taking. Such assessments shall be made in proportion to the shares of such owners in the common elements after the changes effected by the taking.

3. Arbitration. If the market value of an apartment prior to the taking cannot be determined by agreement between the apartment owner and mortgagees of the apartment included in the mortgagee roster and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all apartment owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

4. Amendment of Declaration. The changes in apartment, in the common elements, in the ownership of the common elements and in shares of liability for common expenses which are effected by eminent domain shall be evidenced by an amendment of Declaration of Condominium which need be approved only by a majority of all directors of the Association.

XI. USE RESTRICTIONS

The use of the condominium property shall be in accordance

with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

1. Apartments. Each of the apartments shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

2. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

4. Lawful Use. No immoral, improper, offensive or unlawful

use shall be made of the condominium 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 of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented, no automobile parking space may be rented except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated.

6. Regulations. Reasonable regulations concerning the use of the condominium property have been made and are attached hereto, marked Exhibit D, and may be amended from time to time by the Board of Directors of the Association, provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

7. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

XII. MAINTENANCE OF COMMUNITY INTEREST

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

1. Transfers Subject to Approval.

a. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to an apartment owner.

b. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association except to an apartment owner.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of the apartment shall be subject to the approval of the Association.

e. Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

2. Approval by Association. The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably

require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

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

(3) Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership,

the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(3) Gift; Devise or Inheritance; Other Transfers.
If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's

ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

c. Approval of Corporate Owner of Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall

default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; Devise or Inheritance; Other Transfers.

If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the

American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitrators shall be paid by the purchaser.

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

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

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

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

4. Mortgage. No apartment owner may mortgage his apartment nor any interest in it, without the approval of the association, except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

5. Exceptions. The foregoing provisions of the section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by, a bank, life insurance company, or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

6. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be

void unless subsequently approved by the Association.

XIII. ADDITIONAL RIGHTS OF MORTGAGEES

As provided in Paragraph VII. 7. hereof, the Association is obligated to perform all obligations of the Lessee in the Lease described in said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on an apartment become the owner of such mortgaged apartment by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said Lease. The foregoing immunity and waiver of obligations to the mortgagees shall apply to all obligations arising from the Lease which accrue and/or become payable prior to the acquisition of title to the mortgaged apartment by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale of such apartment by said mortgagee-owner.

XIV. COMPLIANCE AND DEFAULT

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy, or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulations adopted pursuant to them and the documents and Regulations as they

may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

3. No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

XV. AMENDMENTS

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

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

2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by

a. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire

membership of the Association; or

b. not less than 80% of the votes of the entire membership of the Association; or

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments.

3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the Association and apartment owners under that certain Ninety-Nine Year Lease, a copy of which is attached hereto as Exhibit E, unless the record owners of the fee simple title to

the lands subject thereto and Lessor thereunder shall join in the execution of the amendment.

4. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

XVI. TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

1. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

2. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than

30 days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of the apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American

Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

3. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

4. Shares of Owners after Termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

5. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

XVII. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 7th day of June, 1972.

THE BARWIN DEVELOPMENT CORPORATION

By: George H. Sparling
Its President

Signed, sealed and delivered
in the presence of:

Lo De Chup
Stella A. Pike

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

BEFORE ME personally appeared George H. Sparling, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named THE BARWIN DEVELOPMENT CORPORATION, a corporation, and severally acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free

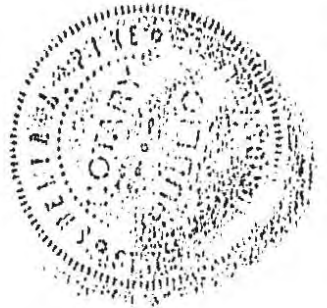
act and deed of said corporation.

WITNESS my hand and official seal, this 7 day of June, 1972.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 8, 1974
BONDED THROUGH FRED W. DIBBELHORST

Sheli A. Pike
Notary Public



NOT A CERTIFIED COPY

JOINDER OF MORTGAGEE

BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, Boca Raton, Florida, called the Mortgagee, the owner and holder of a mortgage upon the lands described in this Declaration of Condominium, which mortgage is dated August 18, 1971, and is recorded in O.R. Book 1932, Page 1757, of the public records of Palm Beach County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the following-described property in Palm Beach County, Florida:

All of the apartments of THE EDGEWOOD CONDOMINIUM, UNIT ONE, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the apartments, including, but not limited to, all of the undivided shares in the common elements.

BOCA RATON FEDERAL
SAVINGS AND LOAN ASSOCIATION

By: Richard E. Simmons
Its President

Signed, sealed and delivered
in the presence of:

L. Deschamps
Stella A. Pike



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

BEFORE ME personally appeared Richard E. Simmons, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, and acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7 day of June, 1972

My Commission Expires:

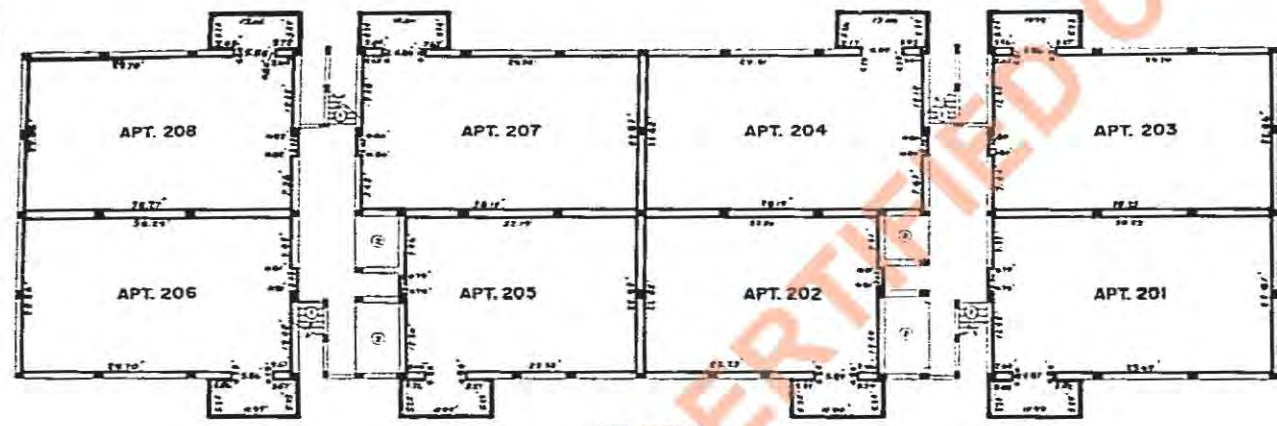
Shelvi A. Pike
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 8, 1972
BONDED THROUGH FRED W. MARSTELHORST

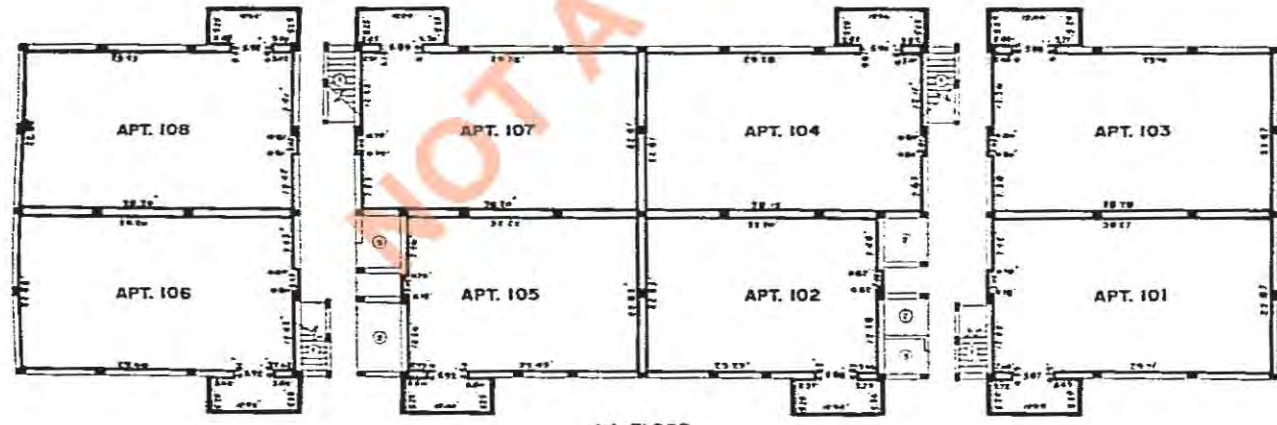


DAVIS ET AL. • A β -SECRETASE-1 INHIBITOR

100



2nd FLOOR



1st FLOOR

EXHIBIT "A"

PAGE 2
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY BARWIN DEVELOPMENT CORPORATION
DATED 15th DAY OF May 1973

DESCRIPTION OF APARTMENTS, LIMITED COMMON
ELEMENTS, & GENERAL COMMON ELEMENTS
For description of Apartments and Apartments there are the Declaration of The Edgewood Condominium

LEGEND

- 1 Stairs
- 2 Storage Room
- 3 Laundry Room
- 4 Common Area
- 5 Main Room

NOTES

Heavy lines denote walls of Apartment
Exterior, in part, of the upper and lower levels of the Apartment Units are shown in USC, DSC, and
Exterior of Apartment Units are shown in USC, DSC, and
Lower level of Apartment Units are shown in USC, DSC, and
Upper level of Apartment Units are shown in USC, DSC, and
These surveys and plan are prepared from plans and data prepared by Landmark Survey & Engineering
in Boca Raton, Florida, and such plans and specifications bear appropriate plan numbers T105 & T102
and be subject to the survey data.

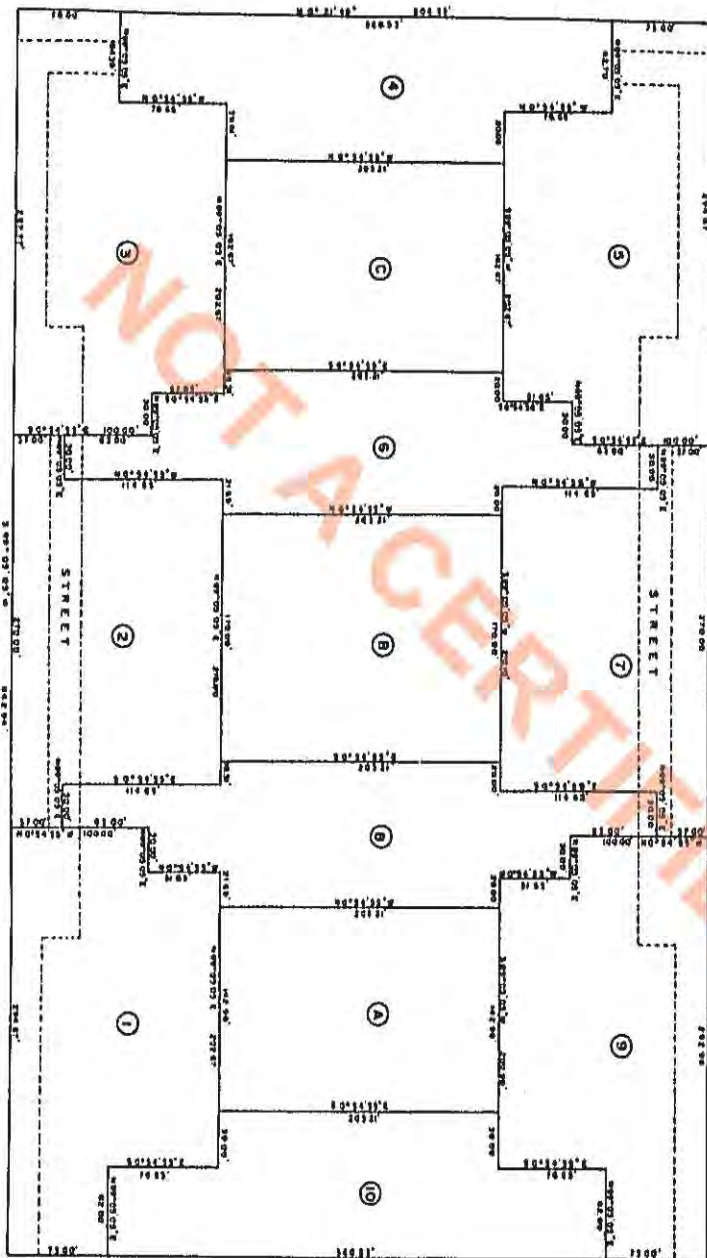
CERTIFICATION

Exhibit "A" together with the wording of the Declaration
of Condominium is a correct representation of the apartment
described and there are no omissions, errors, or
omissions, dimensions and area of the Common Elements
and of each Apartment
Certified to Barwin Development Corporation, Inc.
at Boca Raton, Florida, this 15th day of May, 1973
John A. Grant, Jr.
Registered Land Surveyor No. 2008
State of Florida

THE EDGEWOOD CONDOMINIUM - UNIT 1	
FOR BARWIN DEVELOPMENT CORPORATION	
38700 S.W. 86th AVENUE	
BOCA RATON, FLORIDA	
FOR BARWIN DEVELOPMENT CORPORATION	
JOHN A. GRANT, JR.	
REGISTERED LAND SURVEYOR	
STATE OF FLORIDA	
DATE: 05-15-73	TIME: 10:00 AM
CHECKED: J. A. GRANT, JR.	BY: J. A. GRANT, JR.
FOR NO. 15,000-1008	SHEET 2 OF 3

SEP 9 2026 PAGE 378

STATE ROAD NO. 7



MASTER PLAN

S.W. 66th AVENUE

EXHIBIT "A"
PAGE 3
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY BARWIN DEVELOPMENT CORPORATION
DATED 12th DAY OF May, 1972

CERTIFICATION

I, *[Signature]*, being a duly qualified and licensed Surveyor of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original record of the Declaration of Condominium as recorded in the Public Records of the State of Florida, Book 125, Page 172.

Prepared by	THE EVERGLOD CONDOMINIUM, UNIT 1
For	FOR BARWIN DEVELOPMENT CORPORATION
Address	2275 N.W. 66th AVENUE MOLTA, FLORIDA
Prepared by	JOHN A. GRANT, JR.
Address	2275 N.W. 66th AVENUE MOLTA, FLORIDA
Recorded by	12/18/72
Recorded in	12/18/72

State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

THE EDGEWOOD UNIT ONE ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 7th day of December,
A.D., 19 71, as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 7th day of December,
A.D. 1971.



Richard (Dick) Stone

Secretary of State

EXHIBIT B

ARTICLES OF INCORPORATION
OF
THE EDGEWOOD UNIT ONE ASSOCIATION, INC.

FILED
DEC 7 10 36 AM '71
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be THE EDGEWOOD UNIT ONE ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 711, Florida Statutes, for the operation of THE EDGEWOOD CONDOMINIUM UNIT ONE, located upon the following lands in Palm Beach County, Florida:

A parcel of land in the SW 1/4 of Section 30, Township 47 South, Range 42 East, said parcel including portions of Lots 71 and 98 in Block 81 according to the Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, at Page 53 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the intersection of the East right-of-way line of State Road No. 7 (U.S. Highway No. 441) and the centerline of S.W. 14th Street, as shown on the plat of Sandalfoot Cove Section One, as recorded in Plat Book 28 at Pages 225 and 226 of the Public Records of Palm Beach County, Florida; thence run North 89°05'05" East (on an assumed bearing) 85 feet along said centerline; thence run North 0°54'55" West 50 feet, to an intersection with

the North right-of-way line of said S.W. 14th Street; thence run North 89°05'05" East 847.19 feet along said North right-of-way line to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency on the West right-of-way line of S.W. 66th Avenue, as shown on the plat of Sandalfoot Cove Section Two, as recorded in Plat Book 29 at Pages 15 and 16 of the Public Records of Palm Beach County, Florida; thence run North 0°54'55" West, 315 feet along said West right-of-way line, to the Point of Beginning; thence with a bearing of S. 89°05'05" W. a distance of 294.67 feet to a point; thence with a bearing of N. 0°54'55" W. a distance of 100.00 feet to a point; thence with a bearing of N. 89°05'05" E. a distance of 30.00 feet to a point; thence with a bearing of N. 0°54'55" W. a distance of 51.65 feet to a point; thence with a bearing of N. 89°05'05" E. a distance of 202.67 feet to a point; thence with a bearing of S. 0°54'55" E. a distance of 78.65 feet to a point; thence with a bearing of N. 89°05'05" E. a distance of 62.00 feet to a point; thence with a bearing of S. 0°54'55" E. a distance of 73.00 feet more or less to the Point of Beginning.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the further improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

k. To employ personnel to perform the services required for proper operation of the condominium.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

MEMBERS

1. The owner of the land upon which the condominium is being erected shall be a member of the Association until such time as the Declaration of Condominium has been recorded, after which time its membership shall cease, except that it shall continue with reference to any condominium apartment still owned by the owner of said land.

2. After the Declaration of Condominium has been recorded, the members of the Association shall consist of all of the record owners of apartments in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

3. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association, and the membership of the prior owner shall at that time be terminated.

4. The interest of any member in any part of the real property or in the funds and assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to his apartment.

5. The owner or owners of each apartment shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

DIRECTORS

1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

3. The first election of directors shall not be held until after the developer has closed the sales of all of the apartments of the condominium, or until developer elects to terminate its control of the condominium, or until after September 1, 1973, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

4. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

George H. Sparling	581 N.E. Golden Harbour Drive Boca Raton, Florida
Howard Mabus	8926 Oak Street Lake Worth, Florida
Francine Baker	630 N.W. 8th Avenue Boca Raton, Florida

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President	George H. Sparling 581 N.E. Golden Harbour Drive Boca Raton, Florida
Vice President and Assistant Secretary	Howard Mabus 8926 Oak Street Lake Worth, Florida

Secretary-Treasurer

Francine Baker
630 N.W. 8th Avenue
Boca Raton, Florida

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

2. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Except as elsewhere provided, approvals of amendments must be by not less than a majority of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership, the voting rights of members, the percentage of ownership owned by any member of a condominium apartment in the general common elements of the condominium and the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

4. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Palm Beach County, Florida.

ARTICLE X

TERM

This Association shall continue to exist so long as the Condominium shall be in existence. The Association may be terminated by termination of the Condominium in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE XI

ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium apartments for the maintenance and operation of the Condominium, shall be utilized by the Association to pay for the cost of said maintenance and operation. The Association shall have no interest in any funds received by it through assessments from the owners of individual condominium apartments except to the extent necessary to carry out the powers vested in it as agents for said members.

2. The Association shall make no distribution of income to its members, directors or officers, and it shall be conducted as a non-profit corporation.

3. Any funds held by the Association from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the condominium.

4. Upon termination of the condominium and dissolution, or final liquidation of this Association, the distribution to the members of this Association of the common surplus in proportion to the percentage of their ownership in the general common elements shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

George H. Sparling	518 N.E. Golden Harbour Drive Boca Raton, Florida
Howard Mabus	8926 Oak Street Lake Worth, Florida
Francine Baker	630 N.W. 8th Avenue Boca Raton, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this December 2, 1971.

George H. Sparling
George H. Sparling

Howard P. Mabus
Howard Mabus

Francine Baker
Francine Baker

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared George H. Sparling, Howard Mabus and Francine Baker, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this December 2, 1971.

Eric L. Kesterson
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 18, 1974
BONDED THROUGH FRED W. DIESTELHORST

BYLAWS
OF
THE EDGEWOOD UNIT ONE ASSOCIATION, INC.

A Corporation not for profit under
the laws of the State of Florida

ARTICLE I
MEETINGS OF MEMBERS

Section 1. Annual Meetings

The annual meeting of the members of this Association shall be held at the office of the Association at 3:00 o'clock P.M., Eastern Standard Time, on the third Wednesday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

Section 2. Special Meetings

Special meetings of the members of the Association shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

RECORDED 2028 PAGE 389

Section 3. Notice of Meetings

Notice of all meetings of the members of this Association stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by certificate of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 4. Quorum

A quorum at meetings of the members of this Association shall consist of persons entitled to cast a majority of votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

Section 5. Voting

(a) In any meeting of members, the owners of individual apartments shall be entitled to cast one vote in the affairs of the Association, unless the decision to be made is elsewhere required to be determined in another manner.

(b) If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president or vice president of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 6. Proxies

Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

Section 7. Adjourned meetings

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 8. Order of Business

The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Election of chairman of the meeting
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

Section 9. Proviso

Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until September 1, 1973, or until the Developer elects to terminate its

control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE II

DIRECTORS

Section 1. Membership

The affairs of the Association shall be managed by a board of not less than three nor more than 11 directors, the exact number to be determined at the time of election.

Section 2. Election of Directors

Election of Directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be

no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments, or until September 1, 1973, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

Section 3. Term of Directors

The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 4. Organization Meeting

The organization meeting of a newly elected Board of

Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

Section 5. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 6. Special Meetings

Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 7. Waiver of Notice

Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8. Quorum

Quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority

of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

Section 9. Adjourned meetings

If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Joinder in Meeting by Approval of Minutes

The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 11. The Presiding Officer

The presiding officer of directors' meetings shall be the Chairman of the Board.

Section 12. Order of Business

The order of business at the directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting

- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

Section 13. Directors' Fees

Directors' fees, if any, shall be determined by the members.

Section 14. Powers and duties of the Board of Directors

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

ARTICLE III

OFFICERS

Section 1. Executive Officers

The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any

meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

Section 2. President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 3. Vice-President

The Vice-President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 4. Secretary

The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of

the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 5. Treasurer

The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

Section 6. Compensation

The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

ARTICLE IV

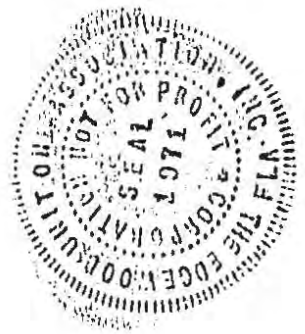
OFFICE

The office of the Association shall be at 27785 S.W. 66 Avenue, Boca Raton, Florida.

ARTICLE V

SEAL

The seal of the Association shall bear the name of the Association, the words "Florida Corporation Not For Profit" and the year of incorporation, an impression of which is as follows:



ARTICLE VI

FINANCE

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. Fiscal Year

The fiscal year of the Association shall be the calendar year.

Section 2. Accounts

The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- (a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made,

including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

Section 3. Budget

The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(d) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all apartments, or until September 1, 1973, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(e) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

Section 4. Assessments

Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and

monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment or in installments, as the Board of Directors may determine. The first assessment shall be determined by the Board of Directors of the Association.

Section 5. Acceleration of assessment installments upon default

If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 6. Assessments for emergencies

Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 7. Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

Section 8. Audit

An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

Section 9. Fidelity Bonds

Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The

amount of such bonds shall be determined by the directors, but shall not be less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

ARTICLE VIII

AMENDMENTS

These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
2. by not less than 80% of the votes of the entire membership of the Association; or
3. until the first election of directors, by all of the directors.

The foregoing were adopted as the Bylaws of The Edgewood Unit One Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on February 4, 1972.

Sam Baker
Secretary

Approved:

George H. Sparling
President

THE EDGEWOOD UNIT ONE ASSOCIATION, INC.

REGULATIONS

Concerning the Use of the Condominium by Its Owners

1. Automobiles may be parked only in the areas provided for that purpose.
2. Use of the recreational facilities of the common elements will be in such manner as to respect the rights of other apartment owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general such use will be prohibited between the hours of 11:00 P.M. and 8:00 A.M.
3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.
4. An owner may identify his apartment with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except "for sale" or "for rent" signs approved by the Association and signs for the developer pending construction and sale of the condominium apartments.
5. The balconies, terraces and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items.
6. Laundry, rugs or other articles shall be hung indoors. No articles are to be hung outdoors. No articles are to be hung from railings or any outside area at any time. Sweeping or throwing dust or anything of that nature from balconies, windows or doors, including shaking of mops and rugs, is not to be permitted.

7. Common areas of buildings, such as loggia, lobbies and halls, will be used only for the purposes intended. No articles belonging to apartment owners will be kept in such areas, which shall be kept free of obstruction.

8. Apartment owners are reminded that alteration and repair of the apartment building is the responsibility of the Association except for the interior of apartments. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium.

9. Second floor apartments shall be carpeted except in bathrooms and kitchens.

10. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of receptacles supplied by the Association.

11. No children under fifteen (15) years of age shall be permitted as permanent occupants of any of the apartments in THE EDGEWOOD CONDOMINIUM, UNIT ONE; except as a visitor.

12. No pets will be permitted on the premises except a dog not exceeding twenty (20) inches in height or a domestic cat owned by the original apartment owner at the time of purchase of his, her or their apartment. No pets may be kept on the premises by any owners subsequent to the original owners or by any lessee of an owner. No pet shall be replaced.

All dogs and cats shall be carried and on leash when taken from the apartment, and they shall not be allowed to run loose or to be walked or curbed on any of the common elements of the Condominium.

All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the Association. In the event that any pet becomes a nuisance, the Board of Directors shall have the right to give the apartment owner owning said pet thirty (30) days written notice of said fact. In the event that said owner does not remove said pet

from the premises during said thirty (30) day period, the Board of Directors shall be entitled to take such action as may be necessary to secure removal of said pet from the premises, including but not limited to securing an injunction requiring the removal of said pet.

All dogs must be licensed by the proper authorities and the owner must register the license number with the Board of Directors each year.

13. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Condominium.

14. The management personnel and staff are compensated adequately and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.

The foregoing Regulations are subject to amendment and to the promulgation of further regulations in the manner provided by the Declaration of Condominium.

APPROVED by the Board of Directors of THE EDGEWOOD UNIT ONE ASSOCIATION, INC. and seventy-five percent (75%) of the membership of the Association on February 4, 1972.

George H. Sparling
John B. Baker
Howard P. Matus

LEASE

GEORGE H. SPARLING, hereinafter called the Lessor,
joined by his wife, WINIFRED B. SPARLING, and THE EDGEWOOD UNIT
ONE ASSOCIATION, INC., hereinafter called the Lessee, each in
consideration of the agreements to be performed by the other, hereby,
on this 7th day of June, 1972, agree as follows:

I PREMISES

Upon the terms and conditions herein specified, and not
otherwise, the Lessor hereby leases to the Lessee those certain
premises, situate, lying and being in Palm Beach County, Florida,
described in the schedules labeled Recreation Area "A", "B" and
"C" attached hereto and made a part thereof.

II TERM

The term of this Lease shall begin at 12:01 A.M. on
July 1, 1972, and shall end at 11:59 P.M. on June 30, 2071, if
not sooner terminated as otherwise provided herein.

III USE

The Lessee shall use the leased premises only for the
purposes of recreational facilities as designated and constructed,
and shall make no unlawful, improper, or offensive use of the said
premises. The Lessee shall comply with all present and future laws,

ordinances, rules, regulations, requirements and orders of all governmental authorities affecting the use and occupancy of the leased premises which shall be at the expense of the Lessee.

IV
RENTAL

The Lessee shall pay to the Lessor, as the minimum net rent for the said leased premises during the term of this Lease, the sum of Two Thousand, Eight Hundred Eighty (\$2,880.00) Dollars per year, in installments of Two Hundred Forty (\$240.00) Dollars per month payable in advance on the first day of each month beginning on July 1, 1972.

The "minimum net rent", plus any increases thereof as may be required pursuant to Paragraph V, shall be and constitute net rent to the Lessor and an expenditure of the Lessee in addition to the payment of real estate taxes, assessments, insurance premiums, maintenance expense or other expense to which Lessee may be put and has agreed to pay in accordance with the terms, provisions and conditions of this Lease, and no deductions for said additional expenditures shall be made from said installments of said "minimum net rent".

V
ADDITIONAL RENT - COST OF LIVING INDEX

On the 1st day of January, 1975, and on the 1st day of

January following the end of each 3rd calendar year thereafter, the minimum rent, as provided herein, shall be subject to increase in accordance with any increase in the cost of living as it is reflected by the "Consumer's Price Index" issued by the United States Department of Labor. For the purposes of this Paragraph V, the "Base index" shall be the index for the month of July, 1972, and the "adjustment index" shall be the index for the month of December, 1974, and for each 3rd December thereafter during the term of this Lease. The yearly minimum net rent shall be increased by multiplying the said yearly minimum net rent by a fraction, the denominator of which shall be the "base index" as defined above, and the numerator of which shall be the "adjustment index" as defined above. The result shall be divided by twelve, which sum shall be the monthly rental for a three year period until the next adjustment. Such minimum net rent increase shall always reflect the increase in the purchasing power that the minimum net rent, as provided herein, has on the beginning date of this Lease, but shall never be reduced below the then existing minimum net rent as provided herein.

In the event that the United States Department of Labor ceases to prepare and publish the "Consumer's Price Index", the adjustment of the minimum net rent thereafter shall be according to

the most comparable commodity index as determined by agreement of the Lessor and the Lessee, and in absence of such agreement, then by arbitration in accordance with the rules of the American Arbitration Association.

In the event of any delay in establishing the increase in rental, as provided under this Paragraph, the Lessee shall continue to pay the rental as established by the last price adjustment until such time as the new adjustment is determined, if any, at which time an accounting shall be retroactive to the beginning of the adjustment period in question.

VI UTILITIES

The Lessee shall pay for all utilities used on or in connection with the leased premises during the term of this Lease.

VII TAXES

The Lessee covenants and agrees with the Lessor that the Lessee will cause promptly to be paid, in addition to the rents provided to be paid under this lease, and as a further part of the consideration to be furnished by Lessee, all taxes levied or assessed at any or all times during the term of this Lease by any and all taxing authorities, including all taxes, sales tax, charges, assessments, and in general, all taxes, tax liens in the nature

of taxes which may be assessed against the leased premises and against the building, fixtures, improvements thereon or which may hereafter be placed thereon, including all taxes which are or may be assessed by any governmental authority including but not limited to the city, state, county, national, special drainage, school or other taxing districts or otherwise and specifically including any tax which may be levied against the use of the land by any such taxing authorities, together with any interest, penalties or other charges which may accrue thereon; provided, however, that in the event that any of the said taxes or assessments are payable according to the terms of their imposition in installments, then the Lessee shall have the right to pay same as such installments fall due.

Nothing contained in this Paragraph shall obligate Lessee to pay any income, inheritance, estate or succession tax, or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against the Lessor with respect to the rent derived from this Lease, except any sales tax.

The Lessee shall deliver official receipts evidencing payment of the taxes and other charges enumerated in this Paragraph to the Lessor at the place designated by the Lessor as the place at which rental payments are required to be made. Payment of taxes

shall be made and said receipts delivered at least 45 days before said taxes would become delinquent in accordance with applicable law. If, however, the Lessee desires to contest the validity of any tax or tax claims, the Lessee may do so without being in default hereunder as to its obligation to pay taxes; provided, however, the Lessee gives the Lessor written notice of its intention to do so and furnishes the Lessor with a cash bond in one and one-half times the amount of the tax item or items to be contested, conditioned to pay the tax item or items when the validity thereof finally has been determined. Said written notice and bond shall be given by the Lessee to the Lessor not later than 45 days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of the Lessee to pay taxes or other charges as enumerated in this Paragraph and furnish the receipts thereof, or to furnish the written notice and bond herein referred to not later than 45 days before said tax or taxes or any item of them would become delinquent, shall constitute the Lessee in default under this Lease at Lessor's option as hereinafter set forth.

Notwithstanding the provisions hereinabove set forth when the Lessee has paid the taxes assessed for the year 1972, and provided that this Lease is then current and in good standing, the Lessor shall reimburse the Lessee one-half of the November dis-

count amount of such taxes, payable upon demand and presentation of paid tax bills to the Lessor.

VIII
FIRE AND EXTENDED COVERAGE INSURANCE

The Lessee at its sole cost and expense shall keep any and all buildings or improvements now or hereafter located on the leased premises insured for the mutual benefit of the Lessor, Lessee, and Mortgagees, as their interests may appear, against loss or damage by fire and such other risks as are now or hereafter embraced by "Extended Coverage" so called, and against such other risks as the Lessor from time to time reasonably may designate, in amounts not less than 100% of the full replacement cost of the improvements (the cost of replacement less the cost of excavations and foundations). Such full replacement cost shall be determined from time to time (but not more frequently than once in a 24 calendar month period), at the request of the Lessor, by an appraiser, engineer, architect or contractor designated by the Lessee and approved in writing by the Lessor and paid for by the Lessee. No omission on the part of the Lessor to request any such determination shall relieve the Lessee of any of its obligations in connection with insurance hereunder.

All insurance provided for in this Paragraph shall be effected under valid and enforceable policies issued by insurers licensed to

do business in the State of Florida which are well rated by national rating organizations and have been approved in writing by the Lessor, such approval not to be unreasonably withheld. Upon commencement of this lease term, and thereafter not less than 30 days prior to the expiration date of the expiring policies furnished pursuant to this Paragraph, or any other provision of this Lease, originals of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to the Lessor of such payment, shall be delivered by the Lessee to the Lessor.

All policies of insurance provided for in this Paragraph shall name the Lessor, Lessee and Mortgagee as named insureds, as their respective interests may appear. The loss, if any, under any policies shall be adjusted with the insurance companies concerned by the Lessee, and loss payment shall be to the named insureds as their interests may appear, for application as hereinafter stated. Each policy obtained hereunder shall contain a provision that no act or omission of the Lessee shall affect or limit the obligation of the insurance company to pay the Lessor the amount of any loss sustained, and to the extent obtainable shall contain an agreement by the insurer that such policy shall not be cancelled without at least ten days prior written notice to the Lessor.

The Lessee shall at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Such restoration, repairs, replacements, or rebuilding shall be commenced promptly and prosecuted with reasonable diligence, unavoidable delays excepted.

All insurance money paid to the parties or any of them on account of damage to or destruction of the leased premises shall be applied to repair the damage or destruction. Any excess proceeds available after such restoration shall become the property of the Lessee. Any deficiency in such funds shall be paid promptly by the Lessee for required restoration. The Lessee assumes the obligation of obtaining necessary permission of the holder of any mortgagee to apply insurance proceeds as provided in this Paragraph.

No destruction of or damage to the Property or any part thereof by fire or any other casualty shall permit the Lessee to surrender this Lease or shall relieve the Lessee from its liability to pay the full minimum net and additional rent and other charges payable under this Lease or from any of its other obligations under this Lease, and the Lessee waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this

Lease or the demised property or any part thereof, or to any suspension, diminution, abatement or reduction of said rent on account of any such destruction or damage.

IX
PUBLIC LIABILITY INSURANCE

The Lessee shall maintain said leased premises in a safe condition during the term of this Lease, and shall save and hold the Lessor harmless of and from any liability or loss arising out of any accident or occurrence during the term of this Lease on or about said leased premises causing injury or damages to any person or persons or property. The Lessee shall, at its sole cost and expense, during the term of this Lease, carry such public liability insurance as will protect the Lessor from any liability or loss arising out of any accident or occurrence on or about said leased premises causing injury or damage to any person or persons or property and insuring the Lessor against all claims and demands of any person or persons from injuries or damages received on or about said premises, or in connection with the operation thereof. Such insurance shall be in a sum not less than Five Hundred Thousand (\$500,000.00) Dollars to cover claims from any single accident or occurrence by any one person, and in a sum not less than One Million (\$1,000,000.00) Dollars to cover, in connection with any one accident

or occurrence, the total aggregate of claims that may arise or be claimed against Lessor as aforesaid, together with coverage for property damage in an amount of not less than Fifty Thousand (\$50,000.00) Dollars.

All insurance provided for in this Paragraph shall be effected under valid and enforceable policies issued by insurers licensed to do business in the State of Florida which are well rated by national rating organizations and have been approved in writing by the Lessor, such approval not to be unreasonably withheld. Upon commencement of this lease term, and thereafter not less than 30 days prior to the expiration date of the expiring policies furnished pursuant to this Paragraph, or any other provision of this lease, originals of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to the Lessor of such payment, shall be delivered by the Lessee to the Lessor.

X
ALTERATIONS

The Lessee shall not make any alterations of the leased premises without the written consent of the Lessor.

XI
REPAIR, MAINTENANCE AND OPERATION OF THE PROPERTY

Throughout the term of this Lease the Lessee, at its sole

cost and expense, shall keep the leased premises in good order and condition and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen. When used in this Paragraph, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by the Lessee shall be equal in quality and class to the original work.

The Lessor shall not be required to furnish any services, utilities, or facilities or to make any repairs or alterations in or to the property. The lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the leased premises.

XII
ACCESS TO AND FROM PREMISES

During the term of this lease, the Lessor may enter the leased premises and inspect same as the Lessor may desire at all reasonable times; and the Lessee does hereby grant to the Lessor the right and privilege to an easement of ingress and egress over, across and through the land over which it has control to accomplish said purpose.

At the termination of the duration of the term of this lease, the Lessor shall have the right and privilege of ingress and egress to the leased premises, over, across and through the land over which the Lessee has control, and the Lessee does hereby grant to the Lessor the right and privilege to an easement of ingress and egress over, across and through the land over which it has control to accomplish said purpose; and this right and privilege to such easement shall survive the term of this lease and after the expiration of the term of this lease, said easement shall be perpetual.

XIII
CONDEMNATION

In the event a portion of the leased premises shall be taken in condemnation proceedings or by exercise of any right of eminent domain so as not to materially interrupt the use of the leased premises by the Lessee, such taking shall have no effect on this Lease, and all rights and obligations hereunder shall continue without abatement except that the leased premises shall be deemed redefined to include the portion thereof remaining

after the taking. The entire award that may be made in such a proceeding, without deduction therefrom for any estate vested in or owned by the Lessee, shall be paid to the Lessor. The Lessee agrees to execute any and all further documents that may be required in order to facilitate collection by the Lessor of any and all such awards. The Lessee in cooperation with the Lessor shall have the right to participate in any condemnation proceedings for the purpose only, however, of protecting the Lessee's interests under this Lease.

In the event all of the leased premises, or such portion thereof as to materially deprive the Lessee of the use of the leased premises, shall be taken in condemnation proceedings or by exercise of any right of eminent domain, then in that event there shall be such divisions of the proceeds and awards and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division of the proceeds and awards and such annual

abatement of rent or other adjustments are just and equitable, the matters in dispute shall within 30 days after such award has been made be submitted by appropriate proceedings to a court in Palm Beach County, Florida, having jurisdiction of the subject matter of such controversy for its decision and determination of the matters in dispute.

If the fee simple title to the entire premises shall be taken by condemnation, this Lease shall be cancelled. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole of the demised premises, the amount of the condemnation award due to the Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee) or the sum equal to twelve times the average annual rental paid hereunder during the five years immediately preceding the condemnation award whichever is the lesser, and all sums in excess of the amount required to be paid Lessor hereunder shall belong to Lessee.

XIV
LIENS CREATED BY LESSEE

The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character

upon the right, title and interest of Lessor in and to the land covered by this Lease and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agent or servants, or on account of any act or omission of Lessee, which lien shall be superior to the interest of Lessor upon the leased premises. All persons contracting with Lessee for furnishing materials or labor to the Lessee or its agents or servants, as well as all person whomsoever, shall be bound by its provisions of this Lease. Should any such lien be filed, the Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

XV
INDEMNIFICATION AGAINST COSTS AND CHARGES

In the event the Lessor is compelled to incur any expense in collecting any sum of money due under this Lease, for rent or otherwise, or in the event suit shall be brought by the Lessor for the purpose of evicting or ejecting the Lessee from the leased premises, or if suit be brought by the Lessor for the purpose of compelling the payment of any other sums which should be paid by the Lessee under the terms hereof, or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and

agrees to pay to the Lessor all expenses and costs of litigation, including a reasonable attorney's fee for Lessor's attorney, provided such suit terminates in favor of Lessor.

Any sums due under the terms and provisions of this Paragraph may be properly taxed by a court of competent jurisdiction against Lessee.

Any sums due under the terms and provisions of this Paragraph shall constitute a lien against the interest of the Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

XVI
MORTGAGING OR SUBLEASING OF LESSEE'S INTEREST

The Lessee shall not assign this Lease or sublet all or any part or parts of the demised premises without the written consent of the Lessor and in the event such consent shall at any time be granted, no assignment of this Lease or sublease shall operate to relieve the Lessee from liability for the payment or performance of the terms and conditions of this Lease, it being understood that the Lessee shall remain liable hereunder unless released from liability by written instrument duly executed by the Lessor. No assignment or sublease shall effect any change or modification in the provisions respecting Lessor's rights and remedies under this Lease.

XVII
COSTS INCLUDED IN ASSESSMENTS BY LESSEE

The Lessee, in the administration and operation of THE EDGEWOOD CONDOMINIUM, UNIT ONE, herein agrees with the Lessor during the term of this Lease to include in the budget of THE EDGEWOOD UNIT ONE ASSOCIATION, INC. each year an allocation to cover rent due hereunder and cost of insurance, taxes and other expenses which Lessee has obligated itself to pay under this Lease and such monies shall therefore be included in the annual assessment levied by the Lessee against the owners of apartments in the condominium.

XVIII
OBLIGATIONS OF MEMBERS OF LESSEE AND LIEN ON APARTMENTS

Each apartment Owner of THE EDGEWOOD CONDOMINIUM, UNIT ONE, by the purchase of such apartment and the acceptance of a deed thereto, shall be bound by and perform each and every of the terms, conditions, and covenants imposed upon the Lessee; and, specifically, shall be bound to contribute Fifteen (\$15.00) Dollars per month toward the minimum net rent (as adjusted by the cost of living index

as provided herein) and to contribute proportionately toward the common expenses of the other obligations due under this Lease in such proportions as are set forth as common expenses in the Declaration of THE EDGEWOOD CONDOMINIUM, UNIT ONE.

The faithful performance of the Lessee's obligations and that of each Apartment Owner to pay their share of the rental and other obligations due shall be secured by a lien upon each apartment and all appurtenances thereto, when a notice claiming a lien has been recorded by the Lessor in the Public Records of Palm Beach County, Florida, which claim of lien shall not be recorded until the payment for which said lien is asserted as past due for at least ten (10) days. Said lien shall be effective against the defaulting Apartment Owner from the date of the recording of the claim of lien.

Such lien shall be superior in dignity and in effect to the lien of THE EDGEWOOD CONDOMINIUM, UNIT ONE ASSOCIATION, INC., for other assessments as set forth in the Declaration of Condominium of said condominium.

Any such lien for nonpayment of rent or other obligations established in the manner aforesaid shall be automatically can-

celled by the recording of a deed, in lieu of foreclosure, to a bank, life insurance company or savings and loan association or by the recording of a certificate of title resulting from an action brought to foreclose a mortgage of a bank, life insurance company or savings and loan association, and such unpaid rent and obligations shall be deemed to be common expenses collectible from all of the Apartment Owners.

The Lessor, at Lessor's option, may enforce collection of delinquent rentals or other obligations of defaulting Apartment Owners by suit at law or by foreclosure of the lien created in the manner above set forth or by any other competent proceeding, and in either event, the Lessor shall be entitled to recover the payments which are delinquent at the time of judgement or decree, together with interest and costs of suit and attorney's fees.

Notwithstanding anything to the contrary herein contained, as long as the Apartment Owner pays his, her or their share of the rent and obligations due under this Lease, then and in such event, the Lessor agrees that Lessor will not enforce any of Lessor's rights which the Lessor may have against the Apartment Owner by virtue of this Lease, even though the Lessee may be in default under the terms of

this Lease, or even though any other Apartment Owner has failed to perform his, her or their obligations under the terms of this Lease as a member of the Lessee Association.

XIX
COVENANTS IN FAVOR OF LENDERS

To induce BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, herein called "Lender," to make individual mortgage loans on apartments in THE EDGEWOOD CONDOMINIUM, UNIT ONE, upon its being formally established by the recordation of a Declaration of Condominium in the Public Records of Palm Beach County, Florida, where said THE EDGEWOOD CONDOMINIUM, UNIT ONE, will be located upon property which is adjacent to the demised premises, Lessor and Lessee covenant and agree as follows:

1. In the event that Lender shall now or hereafter make, in its ordinary course of business, any mortgage loans on individual apartments in THE EDGEWOOD CONDOMINIUM, UNIT ONE for the purpose of financing the acquisition thereof, or for refinancing the same for the owner of any such apartments, and should there subsequently be a default in such individual mortgage, whereupon the said Lender acquires any such apartments by foreclosure or deed in lieu of foreclosure, then and in that event the rent due hereunder to the Lessor (meaning the minimum net rent, additional rent, taxes, insurance, maintenance and other costs of the Lessee) shall be

reduced while said Lender is the owner of any such apartment, by that amount which would be attributable by the Lender, as an Apartment Owner, under the terms of this Lease. This reduction in rent shall terminate upon the date that any such apartment acquired by Lender is disposed of by it in any manner, or when any such apartment is under lease to any person, firm or corporation.

By reason of the foregoing provision, it is intended that the Lender, while it is the owner and holder of any vacant apartment or apartments in THE EDGEWOOD CONDOMINIUM, UNIT ONE, acquired as aforesaid, shall not be required to bear its proportionate share of the rental reserved under this Lease.

2. The special benefit reserved hereunder to Lender shall operate and inure to the benefit of any other savings and loan association, bank or life insurance company in the same manner as though such other savings and loan association were also specifically named herein.

XX
EVENTS OF DEFAULT

Should the Lessee at any time during the term of this Lease be adjudged insolvent or bankrupt or directly, or indirectly suffer or permit an involuntary or voluntary petition in bankruptcy to be

filed against it and remain pending for a period of 75 days, or should a Receiver or Trustee be appointed for the Lessee's property and not be discharged within 75 days, or make an arrangement for the benefit of creditors, or should the Lessee's leasehold interest be levied upon and said levy be not discharged within 45 days thereafter, or should Lessee fail to make promptly the necessary return and reports required by state and federal law, or should Lessee fail to pay promptly when due all taxes of whatsoever kind required to be paid to the state and federal governments or any subdivision thereof, then and upon the happening of any of the aforesaid events, the Lessor shall have the right, at its election, to consider the same a material default on the part of the Lessee of the terms and provisions hereof, and in the event such default is not cured by the Lessee within a period of 45 days from the date of the giving by the Lessor of written notice to the Lessee of the existence of such default, the Lessor shall have the option of declaring this Lease terminated and the interest of the Lessee forfeited, or the Lessor may exercise any other option herein conferred upon it. All revenues derived or accruing from the leased premises subsequent to the date of the termination of this Lease shall constitute the property of Lessor and the same is hereby

declared to be a trust fund and shall not constitute any asset of Lessee or any trustee or receiver appointed for Lessee's property.

If any of the sums of money herein required to be paid by the Lessee shall remain unpaid for a period of 15 days from the date it becomes due, the Lessor shall have the option and privileges as follows:

A. To declare immediately this Lease terminated and resume possession of the premises, thereafter using the same exclusively as its own for its own purposes.

B. To retake immediately possession of the premises for the account of the Lessee, holding the Lessee in general damages for the difference between the rental covenanted herein to be paid and what, in good faith, the Lessor is able to recover from reletting.

C. To recover from the Lessee in action at law (distress for rent or otherwise) for each installment of rent as the same matures or for the whole unpaid balance when it matures.

D. To utilize such statutory remedy as may be afforded landlords under applicable law.

E. To require the Lessee to make assessments against its members to the full extent of the sums of money which remain unpaid hereunder, said assessments to be made in the manner provided

in the Declaration of Condominium of THE EDGEWOOD CONDOMINIUM, UNIT ONE, and in the event of the failure of the Lessee to make such assessments, the Lessor shall have all the rights and remedies of collection, including but not limited to a lien against individual apartments of said members and the foreclosure thereof, accorded the Lessor under said Declaration and the laws of Florida.

XXI
NOTICES

All notices required by law and by this Lease to be given by one party to the other shall be in writing and the same may be served as follows:

A. Upon Lessor by personal delivery or by certified mail addressed to Lessor at the place where the rental under this Lease is then being paid, or at such other address as Lessor may, by notice in writing, designate to Lessee.

B. Upon Lessee by personal delivery to Lessee's agent in charge of the leased premises, or at such other address as Lessee may, by notice in writing, designate to Lessor.

XXII
COVENANTS TO BIND SUCCESSORS AND ASSIGNS

The covenants and agreements contained in this Lease, including but not limited to the covenants and agreements to pay the rent reserved hereunder, shall be binding upon and shall inure to the benefit of the Lessor, or Lessor's successors and assigns, and the

Lessee and its successors and assigns, including, in the event of termination of THE EDGEWOOD CONDOMINIUM, UNIT ONE, prior to the expiration of the term of this Lease, the members of THE EDGEWOOD UNIT ONE ASSOCIATION, INC., at the time of the termination.

XXIII
RIGHTS OF LESSOR

The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

XXIV
NON-EXCLUSIVE LEASE

The rights and privileges granted to the Lessee hereunder shall be non-exclusive; and the Lessor shall have the right and privilege of making the same lease agreement of the leased premises with any other lessee or lessees, in which case the additional costs (other than the minimum net rent and additional "cost of living" adjustment) shall be equitably distributed among the various lessees.

XXV
CONDITION OF PREMISES AT TERMINATION

The Lessee will deliver to the Lessor said premises upon the termination of this Lease, either by lapse of time or otherwise, in as good condition as they are in now, excepting ordinary depreciation.

IN WITNESS WHEREOF, the Parties have caused this Lease to
be executed the day and year first above written

Signed, sealed and delivered
in the presence of:

Geri J. Sawicki George H. Sparling (SEAL)
George H. Sparling
Shelia A. Pike Winifred B. Sparling (SEAL)
Winifred B. Sparling

THE EDGEWOOD UNIT ONE ASSOCIATION, INC.

Geri J. Sawicki By: George H. Sparling (SEAL)
Its President
Shelia A. Pike



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

BEFORE ME personally appeared George H. Sparling and Winifred B. Sparling, his wife, to me well know, and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed such instrument for the purposes therein expressed.

WITNESS my hand and official seal this 7 day of June, 1972.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 8, 1972
BONDED THROUGH FRED W. DUMSTELHORST

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

BEFORE ME personally appeared George H. Sparling, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named THE EDGEWOOD UNIT ONE ASSOCIATION, INC., and acknowledged to and before me that he executed such instrument as such President of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7 day of June, 1972.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 8, 1972
BONDED THROUGH FRED W. DUMSTELHORST

Notary Public

LEGAL DESCRIPTION

RECREATION AREA "A"

A parcel of land in the SW 1/4 of Section 30, Township 47 South, Range 42 East, said parcel including portions of Lots 71 and 98 in Block 81 according to the Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, at Page 53 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the intersection of the East right-of-way line of State Road No. 7 (U.S. Highway No. 441) and the centerline of S.W. 14th Street, as shown on the plat of Sandalfoot Cove Section One, as recorded in Plat Book 28 at Pages 225 and 226 of the Public Records of Palm Beach County, Florida; thence run North $89^{\circ} 05' 05''$ East (on an assumed bearing) 85 feet along said centerline; thence run North $0^{\circ} 54' 55''$ West 50 Feet to an intersection with the North right-of-way line of said S.W. 14th Street; thence run North $89^{\circ} 05' 05''$ East 847.19 feet along said North right-of-way line, to a point of curvature of a curve to the left, thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angle of 90° , run Northeasterly 39.27 feet, to a point of tangency on the West right-of-way line of S.W. 66th Avenue, as shown on the plat of Sandalfoot Cove Section Two, as recorded in Plat Book 29 at Pages 15 and 16 of the Public Records of Palm Beach County, Florida; thence run North $0^{\circ} 54' 55''$ West 388.00 feet along said West right-of-way line, to a point; thence with a bearing of S. $89^{\circ} 05' 05''$ W. a distance of 62.00 feet to a point; thence with a bearing of N. $0^{\circ} 54' 55''$ W. a distance of 78.65 feet to a point; thence with a bearing of S. $89^{\circ} 05' 05''$ W. a distance of 38.00 feet to a point, said point being the Point of Beginning; thence continue along the aforementioned course a distance of 142.98 feet to a point, thence with a bearing of N. $0^{\circ} 54' 55''$ W. a distance of 203.21 feet to a point; thence with a bearing of N. $89^{\circ} 05' 05''$ E. a distance of 142.98 feet to a point; thence with a bearing of S. $0^{\circ} 54' 55''$ E. a distance of 203.21 feet more or less to the Point of Beginning.

Containing 0.667 Acres more or less and subject to easements and rights-of-way of record.

LEGAL DESCRIPTION

RECREATION AREA "B"

A parcel of land in the SW 1/4 of Section 30, Township 47 South, Range 42 East, said parcel including portions of Lots 71 and 98 in Block 81 according to the Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, at Page 53 of the Public Records of Palm Beach County, Florida; and being more particularly described as follows:

Commencing at the intersection of the East right-of-way line of State Road No. 7 (U.S. Highway No. 441) and the centerline of S.W. 14th Street, as shown on the plat of Sandalfoot Cove Section One, as recorded in Plat Book 28 at Pages 225 and 226 of the Public Records of Palm Beach County, Florida; thence run N. $89^{\circ}05'05''$ E. (on an assumed bearing) 85 feet along said centerline; thence run N. $0^{\circ}54'55''$ W. 50 feet to an intersection with the North right-of-way line of said S.W. 14th Street; thence run N. $89^{\circ}05'05''$ E. 847.19 feet along said North right-of-way line, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 90° run Northeasterly 39.27 feet, to a point of tangency on the West right-of-way line of S.W. 66th Avenue, as shown on the plat of Sandalfoot Cove Section Two, as recorded in Plat Book 29 at Pages 15 and 16 of the Public Records of Palm Beach County, Florida; thence run N. $0^{\circ}54'55''$ W. 315.00 feet along said West right-of-way line, to a point, thence with a bearing of S. $89^{\circ}05'05''$ W. a distance of 294.50 feet to a point; thence with a bearing of N. $0^{\circ}54'55''$ W. a distance of 37.00 feet to a point; thence with a bearing of S. $89^{\circ}05'05''$ W. a distance of 30.00 feet to a point; thence with a bearing of N. $0^{\circ}54'55''$ W. a distance of 114.65 feet to a point; thence with a bearing of S. $89^{\circ}05'05''$ W. a distance of 18.31 feet to a point; said point being the Point of Beginning; thence continue along the aforementioned course a distance of 170.00 feet to a point; thence with a bearing of $0^{\circ}54'55''$ W. a distance of 203.21 feet to a point; thence with a bearing of N. $89^{\circ}05'05''$ E. a distance of 170.00 feet to a point; thence with a bearing of S. $0^{\circ}54'55''$ E. a distance of 203.21 feet more or less to the Point of Beginning.

Containing 0.793 Acres more or less and subject to easements and rights-of-way of record.

LEGAL DESCRIPTION

RECREATION AREA "C"

A parcel of land in the SW 1/4 of Section 30, Township 47 South, Range 42 East, said parcel including portions of Lots 71 and 98 in Block 81 according to the Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, at Page 53 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the intersection of the East right-of-way line of State Road No. 7 (U.S. Highway No. 441) and the centerline of S.W. 14th Street, as shown on the plat of Sandalfoot Cove Section One, as recorded in Plat Book 28 at Pages 225 and 226 of the Public Records of Palm Beach County, Florida; thence run N. 89°05'05" E. (on an assumed bearing) 85 feet along said centerline; thence run N. 0°54'55" W. 50 Feet to an intersection with the North right-of-way line of said S.W. 14th Street; thence run N. 89°05'05" E. 847.19 feet along said North right-of-way line, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency on the West right-of-way line of S.W. 66th Avenue, as shown on the plat of Sandalfoot Cove Section Two, as recorded in Plat Book 29 at Pages 15 and 16 of the Public Records of Palm Beach County, Florida; thence run N. 0°54'55" W. 315.00 feet along said West right-of-way line, to a point; thence with a bearing of S. 89°05'05" W. a distance of 564.67 feet to a point; thence with a bearing of N. 0°54'55" W. a distance of 100.00 feet to a point; thence with a bearing of S. 89°05'05" W. a distance of 30.00 feet to a point; thence with a bearing of N. 0°54'55" W. a distance of 51.65 feet to a point; thence with a bearing of S. 89°05'05" W. a distance of 18.31 feet to a point; said point being the Point of Beginning; thence continue along the aforementioned course a distance of 162.67 feet to a point; thence with a bearing of N. 0°54'55" W. a distance of 203.21 feet to a point; thence with a bearing of N. 89°05'05" E. a distance of 162.67 feet to a point; thence with a bearing of S. 0°54'55" E. a distance of 203.21 feet more or less to the Point of Beginning.

Containing 0.759 Acres more or less and subject to easements and rights-of-way of record.