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DECLARATION OF CONDOMINIUM OF
THE CROSSINGS OF BOYNTON BEACH

1. Declaration. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner provided by law.

A. Name. The name by which this condominium is to be identified is THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, and its address is Federal Highway and N.E. 22nd Avenue, Boynton Beach, Florida 33435.

B. Property Submitted to Condominium Ownership. The following property is hereby submitted to condominium ownership.

(1) The Land. All that plot or parcel of land lying and being in Palm Beach County, Florida, as particularly described in Appendix "A" attached hereto and by reference made a part hereof.

(2) Improvements. All those improvements now or hereafter constructed on the land by the DEVELOPER, as more particularly set forth in Appendix "A" and by reference made a part hereof.

C. Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined; and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all persons claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation. Both the burdens imposed and the benefits shall run with each unit and as herein defined.

2. Development Plan. This condominium is or will initially consist of six residential apartment buildings containing 8 units each, together with subjacent lands as more particularly described in this Declaration. The buildings have or will be equipped with all appurtenant electrical, plumbing, air-conditioning and heating facilities, as provided in the plans and specifications of the DEVELOPER, as the same may be revised from time to time.

The portion of the land which is hereby submitted to the Condominium form of ownership is called the Initial Phase or Phase I and is more particularly described as such on Appendix "A" hereto. The portion(s) of the land which will be submitted to Condominium ownership "when the condominium is expanded and enlarged" are also located and described on Appendix "A" hereto and called "subsequent phases". The subsequent phases are identified on Appendix "A" and Appendix "B".

All of the buildings constructed under the common plan may be referred to collectively as THE CROSSINGS OF BOYNTON BEACH.

(a) Survey and Plot Plan. A survey and plot plan of the land showing the improvements thereon are attached as Appendix "B" and by reference made a part hereof.

(b) Floor Plans. Floor plans describing the improvements placed (or to be placed) on the land are attached hereto as Appendix "C" and by reference made a part hereof. One bedroom units (called "A") units have one bathroom and are approximately 750 square feet. Two bedroom units have a master bedroom, a convertible den/bedroom, one and one-half bathrooms and is approximately 954 square feet.

(c) Easements. The following easements are covenants running with the land of the condominium:

RETURN TO:
Smathers & Thompson
Forum III, Suite 104
1675 Palm Beach Lakes Blvd.

(1) Utility Easements are reserved through the condominium as may be required for utility services in order to adequately serve the condominium; 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. The Association reserves the right to grant easements across common areas.

(2) Ingress and Egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same from time to time may exist upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes. Those easements shall include the right of Owners of the lands or units located on the lands described as "subsequent phases" (whether or not said subsequent phase(s) properties are developed as a part of this condominium or separately).

(3) Easements in Parking Areas are reserved to the owners of units in the entire Subdivision known as THE CROSSINGS OF BOYNTON BEACH P.U.D. for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes, and for the construction and maintenance of water, sewer, drainage and other utilities.

(4) Easements for Unintentional and Non-Negligent Encroachments. If an apartment shall encroach upon any common element, or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any apartment by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such encroachment shall exist.

(5) Air Space. An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement may be terminated automatically in any air space which is vacated from time to time.

(6) Governmental Easements are hereby granted to all governmental bodies, including but not limited to the City of Boynton Beach, Florida and Palm Beach County, Florida, to enter upon, utilize, repair, maintain, reconstruct and cross over any utility lines, electrical lines, sewer lines, drainage system, water lines, roads, driveways, paths, public or private streets which are created as a part of this condominium or which are established pursuant to any recorded plat or P.U.D. pertaining to the property described on Appendix "A". Nothing contained herein shall establish an obligation upon any governmental body to be required to utilize said easements or to be obligated to make any repair, maintenance, reconstruction, etc., unless said governmental body shall separately undertake to do so. These governmental easements may not be terminated without the written consent of the City of Boynton Beach, Florida.

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

(1) Upper and Lower Boundaries. The upper and lower boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper boundary - as to the first floor the upper boundary is the horizontal plane of the undecorated finished

ceiling. As to the second floor the upper boundary is undecorated finished ceiling.

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

(2) Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the following boundaries to an intersection with the upper and lower boundaries:

(a) Boundary Walls. 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.

(b) Exterior Appurtenances. Where a screened porch or screened terrace serves only the apartment being bounded is attached to the building, the vertical boundaries of the apartment shall be extended to include such structures and the fixtures thereof.

(e) Automobile Parking Areas.

(1) Each unit shall include the exclusive right to utilize one designated parking space.

(2) The Subdivision in which this Condominium is located has a Master Association, which has primary control of parking, but which shall make available parking spaces to this Condominium. Assignment of parking spaces, other than the one designated parking space for each unit described in Paragraph 1 above, shall be made by the DEVELOPER, and subsequently by the Association. These additional parking spaces may be assigned to unit owners use and/or may be available on a first come first serve common basis, or a combination of the two as determined by Developer or the Association from time to time.

(3) The cost and expense of the parking areas and driveways shall be a common expense collected by this condominium association and remitted to the Master Association to the extent the Subdivision's expenses are allocable to this Condominium.

(f) Amendment of Plans and Completion of Improvements.

(1) Alteration of Plans. The DEVELOPER reserves the right to change the location and exterior design of all apartment buildings and improvements and arrangement of all units contained therein and to alter the boundaries between units until the apartment buildings or improvements, as the case may be, shall be completed. If the DEVELOPER shall make any changes so authorized, such changes shall be reflected by an amendment of this Declaration. Provided, however, that after the Declaration is recorded no alteration shall be made in violation of Section 718.403 F.S. without the consent of all Unit Owners.

(2) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of plans by DEVELOPER need be signed and acknowledged only by the DEVELOPER and shall not require approval by the Association, apartment owners, other lienors, or any other person whomsoever. Provided that no amendment shall violate Section 718.403 F.S.

(g) Phase Development. DEVELOPER is creating this condominium as a "phase condominium" as provided for in Section 718.403 of the Condominium Act. Each separate phase is described in Appendix "B" which sets forth as to each phase, the land, the location, and number of units. The exact sequence in which phases shall be completed may vary in DEVELOPER'S discretion except that the first phase definitely is to be Phase I, which is also called the Initial phase. DEVELOPER anticipates that "Subsequent Phases" (portions of the land and improve-

ments thereon) may, by "Amendment" hereto executed by DEVELOPER as provided in Section 718.403 (6) of the Condominium Act, be part of this condominium pursuant to this Declaration. As each Subsequent Phase is added and made a part of this Condominium, impact shall be to cause the property of the Condominium to be expanded so as to encompass the portions of land, improvement thereon and rights appurtenant thereto which are intended for use each subsequent phase. Each unit in each subsequent phase shall have an equal fractional interest in the common surplus and an equal fractional share of the obligation to pay assessments, per paragraph 3(c). The membership vote of each unit in each added phase shall be one. No time share estates may be created. The initial phase must be completed by January 1, 1985 and there must be at least one additional subsequent phase added for each two (2) years thereafter and all subsequent phases must be completed by August 1, 1988. DEVELOPER shall have no obligation to build or submit subsequent Phases, but if they are not submitted within these time limitations, the Phase Development Plan shall be deemed completed at that time and no further phases will be added thereafter.

(h) Termination of Subsequent Phases. If and when all Subsequent Phases are completed and submitted to condominium ownership as a part hereto, the condominium will consist of thirty-five (35) buildings, all with 8 units, for a total of two hundred eighty (280) units. DEVELOPER reserves the right, in its sole discretion to terminate the plan to complete Subsequent Phases until the time they are completed and added to the condominium, by recording amongst the Public Records of Palm Beach County, Florida, a statement that DEVELOPER has terminated that portion of the land as a part of the condominium for all purposes. The requirement for filing that statement shall be in addition to notice which may be required by DEVELOPER to Unit Owners as may be required by the Condominium Act. If such a termination is filed, it shall not affect certain easements shown on this Declaration, across, over, under, and upon land described in terminated future phases, to the extent needed by the existing phases or easements upon the existing phase(s) land to provide ingress and egress and utility service with respect to such property which was terminated, even though said terminated property will not be a part of the condominium.

If one or more phases are not built, the phases that are built shall be entitled to 100% control (i.e., ownership) of all common elements within the phases actually built and made a part of the Condominium.

(i) Amendments to add Subsequent Phase(s). Until an Amendment is recorded in the Public Records of Palm Beach County by DEVELOPER to submit a subsequent phase to condominium form of ownership, said portion of the land shall be unencumbered and unaffected by this Declaration, except as to easements required by existing phase(s), if any, per paragraph (h) above. An Amendment to add a Subsequent Phase to the condominium shall be of recordable form and executed by DEVELOPER and recorded in Palm Beach County, Florida. Said Amendment shall identify the units which have previously been submitted to condominium form of ownership and shall identify the particular Subsequent Phase being submitted thereby. The Amendment shall include as an attachment thereto, a certified survey indicating the legal description and the location and identification of the completed improvements. If applicable, said Amendment may include an attachment regarding interim assessments as described hereafter in Paragraph 3(d). The amendment shall conform to 718.403 Florida Statutes, as amended to this date. Developer shall notify owners of existing units of the commencement of a decision not to add a subsequent phase. Notice shall be given by certified mail addressed to each owner at the address of his unit or last known address; however, the unit owners' individual consent shall not be required at that time since each unit owner, by acceptance of a deed for a unit, shall be deemed to have consented to the addition of subsequent phases without further consent. If all phases are added so that all units in the entire Subdivision consist of this Condominium, amendments may be adopted to merge the Association with the Master Association and to add the Subdivision Common Property to this Condominium's Common Elements. The improvements constructed in subsequent phases shall be consistent in quality with the initial phase in terms of quality and construction.

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3. The Apartments.

(a) Condominium Parcel. The condominium property is declared to contain those units identified by separate number and delineated in Appendix "C" appended hereto and by reference made a part hereof; each unit together with its appurtenances constitutes a condominium parcel. Each condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each parcel shall be comprised of a condominium unit together with the following appurtenances:

(1) An undivided share in the common elements.

(2) Membership in the Association and an undivided share in the common surplus of the Association.

(3) A copy of this Declaration of Condominium together with the appendixes referred to herein.

(4) The right to use, occupy and enjoy community facilities subject to the provisions of this Declaration, the By-Laws, and rules and regulations.

(5) The easements described in Section 2(c) and parking privileges described in Section 2(e).

(b) Identification of Units. Each unit is identified by separate number and letter and delineated in Appendix "C" appended hereto.

(c) Common Elements and Common Surplus. The undivided share in the common elements and common surplus which is appurtenant to each unit is set. Each unit shall be entitled to an equal share of the common surplus. The right to share in the common elements and common surplus does not include the right to withdraw or to require payment or distribution thereof, except upon termination and dissolution of the condominium. Thus, at any time, the share of a unit shall be the fraction resulting in which the numerator is the number one and the denominator is the number of units submitted to condominium ownership as a part of this condominium at that time. It is acknowledged that this fractional share shall change as each Subsequent Phase is added. Thus, by way of example, if at one time there are submitted to Condominium Ownership a total of 40 units, the fractional share of each unit is one-fourty eighth (1/48). As a further example, if the DEVELOPER completes the maximum number of two hundred eighty (280) units, and has submitted all of those units to the condominium form of ownership as a part of this condominium, the fractional share of each apartment shall be one-two hundred eightieth (1/280).

(d) Common Expenses. The owners of units shall be liable respectively for their allocable share of common expenses. Each unit shall bear an equal share of the common expenses as described in Paragraph 3(c) above.

Anything to the contrary notwithstanding, it is specifically acknowledged that the DEVELOPER has estimated that if the Initial Phase and all Subsequent Phases were completed and presently operated as a part of this condominium, the total budgeted for the Association would be approximately as shown in Appendix "F" hereto and each apartment unit would be assessed and liable to pay approximately the amounts shown on said Appendix "F". These assessments, although estimated, shown on Appendix "F" are called "Interim Assessments" and DEVELOPER guarantees that the Interim Assessments will not be increased and that DEVELOPER will pay any difference between actual Common Expenses and the sums which are to be paid by unit owners as Interim Assessments. This guarantee is made in accordance with Section 718.116(8), Florida Statutes. This provision whereby DEVELOPER guarantees the Interim Assessment shall be in effect a minimum of one (1) year commencing from the date of the conveyance by Developer of the first units in this Condominium to the first Grantee thereof. DEVELOPER may extend said period on a year to year basis so long as DEVELOPER is conducting the

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management and operation of this condominium pursuant to the provisions of the Articles of Incorporation and By-Laws attached hereto as Addendums D and E, respectively; however, DEVELOPER shall not be required to extend said period. It is agreed that the first fiscal year after the unit owners constitute a majority of the Board of Directors of the Association, the guarantee of DEVELOPER regarding Interim Assessments shall be terminated (if not previously terminated) and the permanent and regular assessment and budget provisions shall become applicable. DEVELOPER shall have the right to modify the estimated total budget as each Subsequent Phase is added so that the Interim Assessment guaranteed for Subsequent Phases may vary from the Interim Assessment set forth herein; provided, however, this shall not cause a change in Interim Assessments once established for a prior phase, unless DEVELOPER and a majority of the Unit Owners other than the DEVELOPER, in that Phase, shall agree. Each Amendment to add a Subsequent Phase shall include as an exhibit thereto, an exhibit similar to the form of Appendix "F" attached hereto, if there is a change to the Interim Assessment guaranteed for said Subsequent Phase (if no such Appendix is attached, it shall mean that the Interim Assessment shall remain unchanged from that previously set forth in this Declaration or the most recent Amendment, if applicable). Assessment obligations will begin, as to the initial phase, on the conveyance of the first unit. Assessment obligation and voting rights applicable to a subsequent phase shall commence as to the units in that phase upon the recording in the Public Records of an amendment to add that phase.

(e) Restraint Upon Separation.

- (1) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.
- (2) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
- (3) The share in the common elements appurtenant to units shall remain undivided and no action for partition of the common elements shall lie.

4. THE ASSOCIATION. The operation of the condominium shall be by THE CROSSINGS OF BOYNTON BEACH ASSOCIATION, INC., a corporation not for profit under the laws of Florida, herein also referred to as Association, which shall fulfill its functions pursuant to the following provisions:

(a) Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Appendix "D".

(b) By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Appendix "E".

(c) 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.

(d) Restraint Upon Withdrawal. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to an apartment.

(e) 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 exercised 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.

5. Maintenance. Responsibility for the maintenance of the condominium property shall be as follows:

(a) Apartments.

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1. By the Association. The Association shall maintain, repair and replace at the Association's expense 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. By the Apartment Owner. The apartment owner shall maintain, repair and replace at his expense all portions of his apartment including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dish-washers and connections, interior surfaces of all walls, including boundary and exterior walls, floors, ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(b) Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense, which shall include water, drainage, electric and utility lines which are commonly used by more than one apartment or beyond the boundary of an apartment.

2. By the Apartment Owner. No apartment owner, as such, shall undertake to maintain, repair or replace any part of the common elements, nor to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building, but shall promptly report to the Association any defect or need for maintenance, repair or replacements for which the Association is responsible. Apartment owners shall repair and maintain any balcony and screens (non-structural only), however, the Association shall have the right to control or direct any changes, repairs, or maintenance which the Association considers to be unsightly or affect the appearance of the complex.

(c) Limited Common Elements. Any entranceway, balcony or terrace used only by a single unit owner shall be deemed a limited common area. Despite the exclusive right of use of such area, no unit owner shall decorate or place furnishings in such areas other than in a manner which is approved by the Association, for aesthetics, appearance, quality and neatness.

6. Alterations.

(a) Apartments. Except as elsewhere reserved to DEVELOPER, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment 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.

(b) Common Elements. After 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 seventy five percent (75%) of the common elements except as provided by the By-Laws. 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 an institutional mortgagee that acquires its title as the result of owning a mortgage upon the apartment owner, 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

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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 contributed to the cost of such alteration or improvement.

7. Insurance. Insurance (other than title insurance and insurance upon the community facilities) which shall be carried upon the condominium property and the property of the apartment owners, shall be governed by the following provisions:

(a) Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment buildings and their appurtenances, also for the benefit of apartment owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of apartment owners. In the case of casualty insurance policies, the limits, coverages and exclusions of such policies and the insuring companies shall be subject to the approval of the institutional mortgagee holding the greater dollar amount of first mortgages against apartments in the condominium. Such policies and endorsements thereon shall be deposited with the Depository. It shall not be the responsibility or duty of the Association to obtain insurance coverages for personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

(b) Coverages.

1. Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value (and if available, with inflation guard enforcement), excluding foundation and excavation costs, as determined by the board of directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by a standard extended coverage; and (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the board of directors of the Association and with cross liability endorsement to indemnify the Association and its members, jointly and severally, for liability to an apartment owner. However, this coverage should be no less than \$1,000,000.00.

3. Workman's Compensation Policy. To meet the requirements of law.

4. Other. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for all insurance shall be a common expense and shall be paid by the Association.

(d) Depository. All property casualty 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 a depository being a bank or savings institution having offices in Florida, as may from time to time be approved by the board of directors of the Association, which depository is herein referred to as "Depository", provided, however, that the foregoing right of the board of directors to select the Depository shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against apartments in the condominium. The duty of the

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Depository shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein 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 Depository:

1. Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.

(b) When the building is not to be restored - for all the owners of apartments in the building in undivided shares being the same as their respective shares in the common elements thereof.

3. Mortgagees. In the event a mortgage endorsement has been issued as to an apartment, the share of an 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.

(c) Distribution of Proceeds. Proceeds of insurance policies received by the Depository shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of Depository. All expenses of the Depository shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and 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.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to 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.

4. Certificate. In making distribution to the apartment owners and their mortgagees, the Depository may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

(f) Association as Agent. The Association is hereby irrevocably appointed the agent, with full power of substitution, for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

8. Reconstruction or Repair After Casualty.

(a) Determination to Reconstruct or Repair. If any part of the condominium property (other than community facilities) shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired unless all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

2. Apartment Building.

(a) Partial Destruction. If the damaged improvement is an apartment building and less than 90 percent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless within 60 days after casualty, 75 percent of the owners of the apartments contained within such building and all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(b) Total Destruction. If the damaged improvement is an apartment building and 90 percent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty, 75 percent of the owners of the apartment contained within such building and all institutional first mortgagees shall agree, in writing, that the same shall be reconstructed or repaired.

3. Certificate. The Depository may rely upon a certificate of the Association made to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

(b) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of directors of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein which approvals shall not be unreasonably withheld.

(c) Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of the apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction and repair after casualty shall be that of the Association.

(d) Estimate of cost. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

(e) Assessments for Reconstruction and Repair.

1. Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

2. Apartments. Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the common elements shall be in proportion to each apartment owner's share in the common elements.

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(f) Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Depository and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

1. By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Depository. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

2. Depository. The proceeds of insurance collected on account of a casualty and the sums deposited with the Depository by the Association from collection 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:

(a) 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 Depository to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(b) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, 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 Depository by a mortgagee which 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 hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, 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.

(d) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair for which the fund is established, shall be from the insurance proceeds, and, if there is a balance in the fund held by the Depository, such balance shall be distributed to the beneficial owners of the fund in proportion with their contributions by way of assessment; except, however, that the part of a distribution to a beneficial owner which is less than the assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Depository shall not be required to determine whether or not sums paid by apartment owners upon assessment shall be deposited by the Association with the Depository 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 whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Depository may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid

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are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named the Depository shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

9. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

a. Share of Common Expenses. Each apartment owner shall be liable for an equal share of the common expenses as described in Paragraph 3(c) and shall have an equal share in the common surplus, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

b. Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due shall not bear interest but all sums not paid on or before ten (10) days when due shall bear interest at the rate of fifteen percent (15%) per annum from the date when due. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment be not paid on or before thirty (30) days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

c. Lien of Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens brought for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of the foreclosure of the first mortgage of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses, or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided; the lien for delinquent assessments or other charges that the Association has on a unit shall be subordinate to an institution's first mortgage on a unit, if the mortgage was recorded before the delinquent assessment was due. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the apartment owners including such acquirer, its successors and assigns.

10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium:

(a) Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied

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by a "single family unit" its servants and guests, as a residence, and no other purpose whatever.

(b) Children. Permanent occupancy by children shall not be prohibited, except by an amendment to this Declaration. Visitation for temporary periods and vacations are not prohibited. Any amendment to prohibit children shall not include current occupants at the time of said amendment.

(c) Pets. Permission to keep pets may be granted or denied from time to time. The Association, as part of its Rules and Regulations may prohibit or limit pets. Nuisances and unhygienic pet activities are prohibited. Unit owners may be required by Developer or Association to execute a Pet Permission Agreement which includes conditions to keep pets.

(d) Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage 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 which will increase the rate of insurance upon any part of the condominium property.

(e) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

(f) Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements or apartments. The right is reserved to the DEVELOPER to place "For Sale or For Rent" signs and advertising in connection with any unsold or unoccupied apartments it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.

(g) Exterior Appearance. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed from any apartment or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Association.

(h) Leasing. Subject to Section 11 below, the entire apartment may be rented. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner.

(i) Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of directors of the Association. The initial regulations which shall be deemed effective until amended are annexed to the By-Laws.

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

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer and sale of apartments by any owner other than the DEVELOPER shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

(a). By acceptance of a deed to a unit the transferee shall be deemed to have agreed to comply with all the terms and conditions governing the condominium, including the obligation to pay assessments, as provided elsewhere herein.

(b) No unit may be leased or rented for less than thirty (30) days.

(c) The Association does not retain the right to approve purchasers or tenants of units; however, the Association reserves the right to establish a policy to require a purchaser or a tenant to be interviewed and to verify that he or she or they are familiar with and intend to abide by the terms and conditions governing the condominium.

(d) Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to an institutional mortgagee or the DEVELOPER (or successor to the Developer). The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

(e) Separation of Interests. A sale of an apartment shall include all of its appurtenances.

(f) Notice of Lien or Suit.

(1) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner received knowledge thereof.

(2) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner received knowledge thereof.

(3) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

(g) Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

(a) Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this Section.

(b) Limitation. If at any one time the Association is owner or agreed purchaser of 5 or more apartments, it may not purchase any additional apartments without the prior written consent of 75 percent of members eligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at a public sale resulting from a foreclosure of the

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Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien. Nothing contained herein shall be deemed to allow the Association to require an apartment owner to involuntarily sell his unit to the Association except in the event of a foreclosure of a lien for delinquent assessments or delinquent charges.

12. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

(a) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

(b) Costs and Attorneys Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, 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 attorney's fees (trial and appealable) as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any such action.

(c) No Waiver of Rights. The failure of the DEVELOPER or the Association, or any apartment owner to enforce any covenants, restrictions or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

(a) 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.

(b) Resolution. An amendment may be proposed by either the board of directors or by 75 percent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority by the board of directors and 75 percent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

(c) Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records.

(d) 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 and their institutional mortgagees shall consent; and no amendment shall change any apartment nor any share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first recited above shall join in the execution of the amendment. Neither shall an amendment make any

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change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment. No amendment to the requirements specified herein shall be made regarding restoration and repair (after a hazard damage or partial condemnation) unless written approval is obtained from fifty-one percent (51%) of the holders of institutional first mortgages on units who have requested the Association to notify them pursuant to any such action (i.e., representing fifty-one percent (51%) of the unit votes).

The Developer's plan for development of this Condominium or the Subdivision may require, from time to time, execution of certain documents or the making of an amendment to the Declaration (including Articles of Incorporation or By-Laws) as required by the City of Boynton Beach, Palm Beach County, Florida, other governmental agencies, utility companies, or Institutional lenders. To the extent said documents require joinder of Unit Owners, the Developer's duly authorized agents are hereby authorized as the agent or the attorney in fact for Unit Owners to execute, acknowledge and deliver said documents and the Owners, by virtue of their acceptance of delivery of their deeds to their Units, irrevocably nominate, constitute and appoint the Developer, as their proper and legal attorney in fact for such purpose; said appointment is coupled with an interest and is therefore irrevocable. Specifically, the Developer, without the consent of Unit Owners, may amend the Declaration, Articles of Incorporation, By-Laws or Declaration of Covenants and Articles of Incorporation and By-Laws of the Master Association any and all provisions which now or hereafter may be required by any agency of the United States Government which holds or intends to hold a first mortgage on a Unit or insures to the holder of a first mortgage the payment of same.

(e) 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 formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records.

14. Termination. The condominium may be terminated in the following manner:

(a) Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon apartments therein owned by institutional mortgagees. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of owners of not less than 75 percent in the condominium owned by institutional mortgagees, then the Association and approving owners shall have an option to buy all of the apartments of the other owners for a period ending on the 120th day from the date of such meeting. Such option shall be exercised upon the following terms:

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

(2) Price. The sale price for each apartment shall be the fair market value determined by agreement between the Seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the Arbitrators shall be two ap-

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praisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals; 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 expenses of arbitration shall be paid by the purchaser.

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

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

(b) Total Destruction of Apartment Building. If the apartment building as a result of common casualty be damaged within the meaning of Sec. 8a(2)(b) and it not be decided as therein provided that any of such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective:

(1) The termination of the condominium shall constitute a division and partition of the condominium.

(2) The Association shall be dissolved and all assets of the Association shall be thereupon owned by all of the apartment owners of the condominium as tenants in common in undivided shares, being the same as their previous undivided shares in the common elements of the condominium.

(c) General Provisions. The termination of the condominium or the exclusion of a parcel of property from the condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination or exclusion, which certificate shall become effective upon being recorded in the public records.

15. General Provisions.

(a) Definitions. As used herein and in the appendices attached hereto and in all amendments hereto, unless the context requires otherwise:

(1) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(2) "Association" or "Corporation" means THE CROSSINGS OF BOYNTON BEACH CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, the entity responsible for the operation of the condominium.

(3) "By-Laws" means the by-laws of THE CROSSINGS OF BOYNTON BEACH ASSOCIATION, INC., as they exist from time to time.

(4) "Common Elements" means the portion of the condominium property not included in the units.

(5) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

(6) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements. In this Declaration, the term "condominium" refers to THE CROSSINGS OF BOYNTON BEACH CONDOMINIUM.

(7) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit as set forth in Paragraph 3 a.

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(8) "Condominium Property" means and includes the land in the condominium, and all improvements thereon and all easement and rights appurtenant thereto intended for use in connection with the condominium.

(9) "Declaration" or "Declaration of Condominium" means this instrument, or as it may from time to time be amended.

(10) "Institutional Mortgagee" means a bank, savings and loan association or corporation, insurance company, union pension fund, an agency of the United States Government, a Real Estate Investment Trust, FHA-approved mortgage lender or banker, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or its assigns, any other lender generally known in the community as an institutional type lender authorized to do business in Florida, any assignee of any of the foregoing, the Developer or a partner or joint venturer of DEVELOPER.

(11) "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.

(12) "Unit", "Apartment Unit" or "Apartment" means a part of the condominium property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration.

(13) "Unit Owner", "Apartment Owner", or "Owner of a Unit" means the owner of a condominium parcel.

(14) "Developer" means SPH ASSOCIATES, a General partnership, its successors or assigns.

(15) "Public Records" means the public records of Palm Beach County, Florida.

(16) Successor or assigns of Developer. The Developer, pursuant to conveyance of a bulk number of the condominium units in the initial or subsequent phases or properties in the subsequent phases, shall have the right to assign or convey all or a portion of the rights granted or reserved to Developer, hereunder, which shall include sales activity rights, right to control the Association, and the like.

(b) Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provisions of this Declaration, the By-Laws, the rules and regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof. DEVELOPER is authorized, empowered and delegated the right to record legal documents to confirm, ratify, clarify, establish, perpetuate, and implement this provision.

16. Voting Rights. Each unit in each phase established from time to time shall have one (1) equal vote. The number of units shall be determined from time to time on the same basis as described in Paragraph 3 (a).

17. Association Contracts. As to any contracts (including a management contract or lease with the Association as a party) entered into by the Association prior to the time the unit owners constitute a majority of the Board of Directors of the Association, the Association shall provide and have the right to terminate same, without cause or without penalty, upon ninety (90) days written notice to the other party to said contract.

18. Declaration of Covenants. Developer has organized The Crossings Master Association, Inc. (called "Master Association" or "Subdivision Master Association"), which is authorized and responsible to administer and receive maintenance assessments from unit owners pursuant to the Declaration of Covenants by SPH Associates, a general partnership, recorded in Official Record Book 3946, Page 1938, of the Public Records of Palm Beach County, Florida, which would include maintenance of Tract A, Tract B and Tract C (and bike/jogging path, and the like) of The Crossings

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of Boynton Beach P.U.D., according to the Plat thereof recorded in Plat Book 45, Page 170, of the Public Records of Palm Beach County, Florida. The Association administering this condominium shall be obligated to collect the appropriate share of those subdivision common expenses from apartment owners in this condominium as a part of this condominium's common expenses (with all lien and collection rights described herein) and to remit same to said "Master Association"; further, this Condominium's Association shall enter into written agreements in its own behalf and in behalf of apartment owners to implement the formation and operation of said "Master" association.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this 27th day of October, 1983.

WITNESSES:

[Signature]
[Signature]

SPH ASSOCIATES, a Florida General Partnership

BY: HMB DEVELOPMENT, INC., a Florida Corporation, as General Partner

BY: [Signature]
PRESIDENT

ATTEST: [Signature] Hamilton
SECRETARY

AND

Maileene K. Hoover

BY: THE ST. PAUL CORPORATION, a Florida corporation, as General Partner

i. Marie Wisniewski

BY: [Signature]

ATTEST: [Signature]
SECRETARY

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared Robert C. Hamilton and Barbara Hamilton AS PRESIDENT AND SECRETARY OF HMB DEVELOPMENT, INC., as General Partner of SPH ASSOCIATES, A Florida General Partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said Partners of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 27th day of October, 1983.

Josephine M. Rissini
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 23 1986
BONDED THRU GENERAL INS. UNDERWRITERS

MARYLAND
STATE OF BALTIMORE)

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared Milton Sommers and Regina A. Lee AS PRESIDENT AND SECRETARY OF THE ST. PAUL CORPORATION, a Florida corporation, as General Partner of SPH ASSOCIATES, A Florida General Partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said Partners of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 25th day of October, 1983.

[Signature]
NOTARY PUBLIC, STATE OF MARYLAND
Maryland
MY COMMISSION EXPIRES: July 1, 1986

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CONSENT OF MORTGAGEE

MERRITT CAPITAL CORPORATION, a Maryland corporation,
hereby consents to the Declaration of Condominium of THE
CROSSINGS OF ROYNTON BEACH.

Signed, sealed and delivered MERRITT CAPITAL CORPORATION
in the presence of:

Marlene K. Hoover
E. Marie W. Krawski

By: [Signature]
President
Attest: [Signature]
Secretary

(SEAL)

STATE OF Maryland)
CITY OF) SS:
COUNTY OF Baltimore)

I HEREBY CERTIFY that on this 25th day of October, 1983,
before me personally appeared M. J. [Signature]
and R. [Signature] as President
and Secretary respectively of Merritt Capital
Corporation, to me known to be the persons who signed the
foregoing instrument as such officers and acknowledged the
execution thereof to be their free acts and deeds as such
officers for the uses and purposes therein mentioned and
that the said instrument is the act and deed of said cor-
poration.

[Signature]
Notary Public
State of Maryland

My Commission Expires: July 1, 1986

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