

THIS INSTRUMENT WAS PREPARED BY
ROBERT S. LEVY
302 Citizens Building
West Palm Beach, Florida

DECLARATION OF CONDOMINIUM

OF

GOLF'S EDGE CONDOMINIUM APARTMENTS
KINGSWOOD, CENTURY VILLAGE, WEST PALM BEACH, FLORIDA

I

SUBMISSION STATEMENT

A. Purpose. The undersigned, being the owner of record of the fee simple title to the real property, situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as Exhibit No. 1, which are made a part hereof as though fully set forth herein, (together with equipment, furnishings and fixtures therein contained, not personally owned by unit owners) hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 711 Et Seq. (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

1. In addition to the Condominium property described in Exhibit No. 1, it is the intention of the Developer to create several separate Condominium properties in Kingswood, as hereinafter defined, and that all of the unit owners of each such Condominium property shall have equal use of and access to the pool area, more particularly described in Exhibit No. 1, and that each such Condominium property shall own an equal undivided interest in and to the said pool area. Therefore, in the event that there are submitted by the developer to Condominium ownership more or less properties in Kingswood, as hereinafter defined, than twenty-five (25), then, and in that event on January 1, 1980 or earlier if the Developer so designates, each Condominium property shall own that undivided interest in the pool area as is equivalent to a fraction made up of the number 1 as the numerator and the total number of such Condominium properties as the denominator.

2. The Laundry Rooms depicted on Exhibit No. 1 shall be for the use and benefit of each unit owner on this Condominium property as well as for the use and benefit of each unit owner on all other Condominium properties created by the Developer in Kingswood, as hereinafter defined.

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

1. Kingswood. Kingswood means and refers to the following described real property, to wit: Tracts 6 and 7, Century Village Plat No. 2, according to the Plat thereof as recorded in Plat Book 28, page 219, Public Records of Palm Beach County, Florida.

2. Apartment. Apartment means unit as defined by the Florida Condominium Act.

3. Apartment Owner. Apartment owner means unit owner as defined by the Florida Condominium Act.

4. The Association. The Association means GOLF'S EDGE CONDOMINIUM ASSOCIATION INC., a Florida corporation not for profit, and its successors.

5. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

6. By-Laws, means the By-Laws of Association specified above, as they exist from time to time.

7. Common Elements. Common elements shall include:

- (a) The Condominium property not included in the apartments and in the limited common elements;
- (b) Tangible personal property required for the maintenance and operation of the common elements and limited common elements even though owned by the Association;
- (c) Other items as stated in the Florida Condominium Act.

8. Limited Common Elements. Limited common elements means and includes those common elements which are reserved for the use of certain apartments to the exclusion of other apartments.

9. Condominium, means 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, as undivided share in the common elements.

10. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 711 Eq Seq.) as the same may be amended from time to time.

11. Common Expense. Common Expenses include:

- (a) expenses of administration and management of the Condominium property.
- (b) expenses of maintenance, operation, repair or replacement of common elements and of the portions of apartments to be maintained by the Association, if any;
- (c) expenses of maintenance, operation, repair, or replacement of the pool area and of the laundry rooms. (The pool area and all laundry rooms on Condominium property created by the developer in Kingswood shall be administered by the Association which shall have the power, inter alia, to determine and/or assess to this Condominium property its share of said expenses.
- (d) expenses declared common expenses by the provision of this Declaration or the By-Laws; ar
- (e) any valid charge against the Condominium as a whole.

12. Common Surplus means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits, and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

13. Condominium Property means and includes the land in a Condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the Condominium.

14. Limited Common Expense. Limited common expense includes:

- (a) expense of maintenance, operation, repair or replacement of limited common elements; and
- (b) expenses declared limited common expenses by the provisions of this declaration or the Bylaws.

15. Assessment means the funds required for the payment of expenses which, from time to time, is assessed against the unit owner and/or the Condominium property.

16. Condominium Parcel. Condominium parcel means the Condominium apartment, together with an undivided share in the common elements and an undivided share in the limited common elements reserved for that apartment.

17. Condominium Unit, or Unit, means a part of the Condominium property which is to be subject to private ownership.

18. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel.

19. Developer means MARVELL DEVELOPERS, INC., a Florida Corporation, its successors or assigns.

20. Institutional Mortgagee means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund, authorized to do business in the State of Florida, or an Agency of the United States Government. The mortgage may be placed through a Mortgage or Title Company.

21. Occupant means the person or persons, other than the unit owner in possession of a Unit.

22. Condominium documents means this Declaration, the By-Laws, and all Exhibits annexed hereto, as the same may be amended from time to time.

23. Long-Term Lease and Century Village recreational facilities Lease, means and refers to the interest of the Association in and to the recreational area and facilities described in and pursuant to the Long-Term Lease which is attached to this Declaration and made a part hereof. Likewise, the term "recreational area" and/or "facilities" Century Village recreational area and/or facilities" means the same as the foregoing. Lessor means the Lessor under the Long-Term Lease.

24. Pool Area means a parcel of land in Tract #7 Century Village Plat No. Two, according to the plat thereof, as recorded in Plat Book 28, Page 219, Public Records, Palm Beach County, Florida; said parcel of land being specifically described as follows: From the Northwest corner of said Tract #7, bear Due East, along the North line of said Tract #7, a distance of 223 feet to the point of curvature of a curve to the left, having a central angle of 37°-50'-15" and a radius of 340 feet; Thence, Northeasterly, along the arc of said curve, also being the North line of said Tract #7, a distance of 26.02 feet to the POINT OF BEGINNING; Thence, continue Northeasterly, along the arc of said curve, a distance of 198.51 feet to the end of said curve; Thence, South 37°-50'-15" East, along a radial line of said curve, a distance of 62.66 feet; Thence, Due South, a distance of 60 feet; Thence, Due West, a distance of 201 feet; Thence, Due South a distance of 70 feet; Thence, Due West, a distance of 20 feet; Thence, Due North, a distance of 109 feet to the POINT OF BEGINNING. Containing: 0.375 acre, and all improvements thereon.

25. Management Agreement, means and refers to that certain Agreement attached to this Declaration and made a part hereof, which provides for the management of the Condominium property and the recreational area and facilities.

26. Management Firm, means and refers to M & M MANAGEMENT CORP. OF PALM BEACH COUNTY, a Florida Corporation, its successors and assigns, said Firm being responsible for the management of the Condominium property and the recreation area, as provided in the Agreement attached to this Declaration and referred to in Paragraph 25 above.

27. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 711.03 of the Condominium Act.

28. Reasonable Attorneys Fees. Reasonable attorneys fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then all review of the same by appeal or otherwise.

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

30. Utility Services. Utility services as used in the Condominium Act and 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 sewerage disposal.

II NAME

The name by which this Condominium is to be identified is
GOLF'S EDGE CONDOMINIUM _____.

III
DEVELOPMENT PLAN

A. Identification of Units. The Condominium property consists essentially of the number of units in all, as set forth in Exhibit No. 1 attached hereto, and for the purpose of identification, all units in the building located on said Condominium property are given identifying numbers and delineated on the Survey Exhibits, collectively identified as Exhibit No. 1, attached hereto and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit No. 1 also contains a survey of the land, graphic description of the improvements in which the units are located, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within said Exhibit are incorporated herein and made a part hereof by reference.

The aforesaid building was constructed substantially in accordance with the Plans and Specifications on file with the Building and Zoning Department of Palm Beach County, Florida.

B. Easements. Each of the following easements is a covenant running with the lands of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

1. Utilities: As may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than the condominium property) previously, now or hereafter owned by the Developer which are adjacent to or in the vicinity of the Condominium property; provided; however, easements through an apartment shall only be according to the plans and specifications for the building contained in the apartment or as the building is actually constructed, unless approved in writing by the apartment owner.

2. Cross easements for ingress, egress, support, maintenance repair, replacement and utilities.

3. Easements for encroachments by the perimeter walls, ceiling and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

4. Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

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

1. Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following

boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper boundaries - the horizontal plane of the 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 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.

D. AMENDMENT OF PLANS

1. Alteration of apartment plans. 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 the party wall between any condominium units, without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If 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 which are appurtenant to the units concerned.

2. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by 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.

E. 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 as indicated:

1. 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 and set forth in Exhibit No. 1 attached hereto and made a part hereof.

2. The right to use those areas designated on Exhibit No. 1 attached hereto and made a part hereof as laundry rooms, as well as the pool area, all of which are common elements, as well as the laundry rooms existing on other condominiums created by or to be created by the Developer on the property defined as follows, to wit: Tracts 6 and 7, Century Village Plat No. 2, according to the Plat thereof in Plat Book 28, page 219, Palm Beach County, Florida Public Records.

3. Limited Common Elements. The areas designated as Limited Common Elements on Exhibit No. 1 attached hereto and made a part hereof as Exhibit No. 1, including but not limited to the screened porch adjacent to the particular apartment.

4. The right to use for automobile parking only, the parking space or spaces which may from time to time be assigned to the unit owner by the Association or the Management Firm.

5. 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.

6. Long term lease. The right to use, occupy and enjoy those facilities set forth in the long term lease attached hereto and made a part hereof as Exhibit No. 3, subject to the provisions of said lease, this Declaration, and the By-Laws, and Rules and Regulations.

IV

OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and common surplus. The undivided interest, stated as percentages, of such ownership in the said common elements and limited common elements and common surplus is set forth in Exhibit No. 1 attached hereto -- any common surplus being the excess of all receipts of the Association, from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium. Nothing contained herein shall be construed to vest or create in an apartment owner a right to withdraw require payment, or receive distribution of his share of the common surplus.

The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

V

COMMON EXPENSE

Each apartment or unit owner shall be liable for a proportionate share of the common expenses of the condominium, including any obligations under the Management Agreement attached to this Declaration, which said share is the percentage attributed to the particular apartment as set forth in Exhibit No. 1 attached hereto and made a part hereof. The obligation of each unit owner under the long term lease shall be as specified in said long term lease.

The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcels, their location, or the building square footage included in each condominium unit.

VI

MAINTENANCE, ALTERATION AND IMPROVEMENTS

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

A. Apartments

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 portion shall include but be limited to load-bearing columns and load-bearing walls. The Association, through its Board of Directors, has entered into a Management Agreement attached hereto and made a part hereof as Exhibit No. 4 which encompasses the provisions of this paragraph.

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

- (a) 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.
- (b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.
- (c) To promptly report to the Management Firm, as long as the Management Agreement remains in effect, and thereafter to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.
- (d) To maintain in good condition and repair all interior surfaces surrounding his unit, including the screened porch, whether or not a part of the unit or the common elements, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable: -
air conditioning and heating units, refrigerators, stoves, fans, hot water heaters, dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, and all plumbing and water lines within the unit; electric panels, electric wiring and electric outlets and fixtures within the unit, and including those within the screened porch, interior doors, windows, screening and

glass, including screening in the screened porch; sliding glass doors, including the operating mechanisms; all exterior doors, except the painting thereof which shall be a common expense of the condominium; replace lights on the screened porch; and pay for all utilities - that is, electric, water, sewerage and telephone.

- (e) Not to make or cause to be made any structural addition or alteration to his unit or to the common elements. Alterations within a unit may be made with the prior written consent of the Management Firm and the Association, and all Mortgagees holding a mortgage on his unit.
- (f) To make no alterations, decorations, repair, replacement or change of the common elements, or to any outside or exterior portion of the building(s) whether, within a unit or part of the common elements. Unit owners may use such contractor or sub-contractor within their units as are approved by the Management Firm, as long as the Management Agreement remains in effect, and thereafter by the Board of Directors of the Association. Said parties shall comply with the Rules and Regulations adopted by the Management Firm, and thereafter by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the condominium property, caused by the unit owner's contractor, sub-contractor, or employee whether said damages are caused by negligence, accident or otherwise.
- (g) To allow the Management Firm, the Board of Directors or the agents or employees of the Management Firm, or the Association, to enter into any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the common elements, or to determine in case of emergency, circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.
- (h) To show no signs, advertisements or notices of any type on the common elements or his unit, and erect no exterior antenna or aerials, except as consented to by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of 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.
2. Alteration and improvement. There shall be no alteration or additions to the common elements or limited common

elements of this condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this condominium for common expenses, as to this condominium, and this condominium's share of common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than seventy five (75%) of the unit owners of this condominium; provided, the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expense. Where any alteration or additions, as aforesaid - i.e., as to the common elements or limited common elements of this condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than seventy-five (75%) percent of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required. The foregoing is subject to the written approval of the Management Firm, as long as the Management Agreement remains in effect.

C. In the event the owner of a unit fails to maintain said unit and limited common elements, as required herein, or makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, or the Management Firm, on behalf of the Association, and on its own behalf, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall have the right to levy an assessment against the owner of a unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Management Firm, for as long as the Management Agreement remains in effect, and thereafter, the Association, shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a unit at all reasonable times to do such work as is deemed necessary by the Management Firm, for as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, to enforce compliance with the provisions thereof.

D. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall determine the exterior color scheme of the building(s) and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior

surface, or replace anything thereon or affixed thereto, without the written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association.

E. The Association shall be responsible for the maintenance, replacement and repair of the common elements and all portions of the condominium property not required to be maintained, repaired or replaced by the unit owner(s); however, said responsibility has been undertaken by the Management Firm, for the period of time and as provided in the Management Agreement attached hereto as Exhibit No. 4. Where the condominium abuts a roadway designated as a "collector road" within Century Village by the Lessor under the Long-Term Lease, the cost of maintaining the landscaping within the said roadway which abuts the condominium property shall be the obligation of this condominium. Collector roads within Century Village shall include, but are not limited to - Century Boulevard, North Drive, South Drive, East Drive and West Drive.

VII ASSESSMENTS

The Association whose name appears at the end of this instrument, through its Board of Directors, has delegated to the Management Firm the power of the said Association to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the condominium property, and such other sums as are specifically provided for in this Declaration and the By-Laws, and Exhibits attached hereto, for such period of time as provided in the Management Agreement, and thereafter, the said Association, through its Board of Directors, shall have such powers. The portion of the common expenses under the Long-Term Lease shall be fixed and determined by the Lessor, as provided under said Long-Term Lease. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached thereto.

A. 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 share being the same as the undivided share in the common elements appurtenant to the apartments owned by him. Provided, however, that if services are made available to apartment owners from revenue-producing operation, no assessment on account of such services shall be made against an institutional mortgagee as same is defined in this Declaration that acquires its title as a result of owning a first mortgage upon an apartment, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant or an apartment owned by such an institution for services voluntarily accepted by the occupant. The share of any cost or loss 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.

B. Interest; application of payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10) 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.

C. Lien for Assessments. The Association and the Management Firm, as long as the Management Agreement remains in effect, shall have a lien on each condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association and Management Firm incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease and Management Agreement. The Management Firm, as long as the Management Agreement remains in effect, and thereafter the Board of Directors of the Association, may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same, if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Management Firm, as long as the Management Agreement remains in effect, and the Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due as provided herein, covered by the lien enforced.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a condominium unit, obtains title to a condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessment by the Management Firm or the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectable from all of the unit owners, including such acquirer, his successors and assigns.

D. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner and/or occupant of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

VIII ASSOCIATION

The operation of the Condominium shall be by a Florida corporation not for profit, hereinafter referred to as the Association, the name of which shall be specified at the end of this Declaration, 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 hereto as Exhibit No. 2.

B. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached hereto and made a part hereof as Exhibit No. 2.

C. Members. The members of the Association shall consist of all of the record owners of the apartments in this condominium as well as all record owners of condominium parcels in other condominiums created by the Developer in Kingswood. The voting rights of the members shall be as provided in the By-Laws of the Association, provided, however, if a condominium unit owner owns more than one unit, he shall be entitled to one vote for each unit owned. Change of membership in the Association shall be as provided in the Articles of Incorporation.

D. 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.

E. Restraint upon assignment of shares in assets. 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 his apartment.

F. 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.

G. Every owner of a condominium parcel, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the Association, the provisions of this Declaration, the Long-Term Lease and the Management Agreement.

H. Additional Condominiums. Nothing contained in this Declaration of Condominium or the corporate charter or By-Laws of the Association shall preclude its operation and administration of other or additional condominiums.

IX

INSURANCE AND RECONSTRUCTION OR REPAIR

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

A. Liability Insurance. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium, and insuring the Association and the common owners as its and their interest appear, in such amounts and providing such

coverage as the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Board of Directors of the Association, may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000.

B. Casualty Insurance.

1. Purchase of Insurance. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a Company acceptable to the standards set by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Management Firm, and, thereafter, by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said Insurance shall be paid by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Association, and shall be charged as a common expense. The Company or Companies with whom the Management Firm and, thereafter, the Association, shall place its insurance coverage, as provided in this Declaration, must be good and responsible Companies, authorized to do business in the State of Florida.

The Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium unit, to approve the Policies and the Company or Companies who are the Insurers under the Insurance placed by the Management Firm, and thereafter, by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such times as the aforesaid Institutional First Mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said Mortgagee, then the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall have said right without qualification.

2. Loss Payable Provisions - Insurance Trustee. All Policies purchased by the Management Firm and, thereafter, by the Association, shall be for the benefit of the Association, and all unit owners and their mortgagees, as their interests may appear; however, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the unit owners - however, a Mortgagee Endorsement shall be issued. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the Policies and any proceeds thereof will be held in accordance with the terms hereof. Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any

Bank in Florida with trust powers as may be approved by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of Policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the Policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the unit owners and their respective mortgagees, in the following shares, but such share need not be set forth upon the records of the Insurance Trustee: -

- (a) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
- (b) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares: -
 - (1) Partial Destruction - when units are to be repaired and restored for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.
 - (2) Total Destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units - each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.
- (c) Mortgagees. In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. Distribution of Proceeds. Proceeds of Insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

- (a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, 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, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) 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 repaired and restored, the proceeds shall be disbursed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(c) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Association, forthwith shall deliver such Certificate.

4. Loss Within a Single Unit. If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between units, the provisions of Article IX.B.5. below, shall apply.

5. Loss Less Than "Very Substantial". Where a loss or damage occurs within a unit or units, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial": -

(a) The Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors of the Association, shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be

endorsed by the Insurance Trustee over to the Management Firm, as long as the Management Agreement remains in effect, and thereafter to the Association, as hereinbefore provided, who shall promptly contract for the repair and restoration of the damage.

- (c) If the damage or loss involves individual units encumbered by Institutional First Mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, provided, however, that upon the request of an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid Institutional First Mortgage is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Management Firm, for as long as the Management Agreement remains in effect, and thereafter, the Association who shall deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee may require payees to deliver paid bills and waivers of mechanic's liens to the Insurance Trustee, and execute any Affidavit required by law or by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, the aforesaid Institutional First Mortgagee and the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforescribed, shall have the right to require the Management Firm, and thereafter, the Association, to obtain a Completion, Performance and Payment Bond, in such form and amount, and with a Bonding Company authorized to do business in the State of Florida, as are acceptable to the said Mortgagee.
- (d) Subject to the foregoing, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall have the right and obligation to negotiate and contract for the repair and restoration of the premises
- (e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Management Firm, as long as the Manage-

ment Agreement remains in effect, and thereafter, the Association, shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors of the Association, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors, shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Management Firm, and thereafter, the Association, to the Insurance Trustee, and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

- (f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors and the Management Firm, as long as the Management Agreement remains in effect in favor of any Institutional First Mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and the said unit owner and his unit shall be subject to special assessment for such sum.

6. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more, of the total amount of insurance coverage (placed as per Article IX.B.1.) becomes payable. Should such "very substantial" damage occur, then:

- (a) The Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors of the Association, shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.
- (b) The provisions of Article IX.B.5 (f) shall not be applicable to any Institutional First Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the

payment or reduction of its mortgage debt. The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors, shall ascertain, as promptly as possible, the net amount of insurance proceeds available for restoration and repair.

(c) Thereupon, a Membership Meeting shall be called by the Management Firm, or by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

- (1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired, unless two-thirds (2/3rds) of the unit owners of this condominium shall vote to abandon the Condominium project, in which case the condominium property shall be removed from the provisions of the law by the recording in the Public Records of Palm Beach County, Florida, an instrument terminating this condominium, which said instrument shall further set forth the facts effecting the termination certified by the Association and executed by its President and Secretary. The termination of the condominium shall become effective upon the recording of said instrument, and the unit owners shall, thereupon, become owners as tenants in common in the property, i.e., the real personal, tangible, and intangible personal property, and the Association's interest in the Long-Term Lease, and any remaining structures of the condominium, and their undivided interest in the property shall be the same as their undivided interests in the common elements of this condominium prior to its termination and the mortgages and liens upon condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as exists prior to the termination of the Condominium.
- (2) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, and if a majority of the unit owners of this Condominium vote against such special assessment and to abandon the condominium project then it shall be so abandoned and the condominium property removed from the provisions of the law, and the condominium terminated, as set forth in Paragraph 6.(c)(1) above, and the unit owners shall be tenants in common in the property in its undivided interests - and all mortgages and liens upon the condominium parcels shall encumber the

undivided interests of such tenants in common as is provided in said Paragraph 6.(c)(1) above. In the event a majority of the unit owners of this condominium vote in favor of special assessments, the Management Firm, as long as the Management agreement remains in effect, acting on behalf of the Association, shall immediately levy such special assessment and, thereupon, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5.(c) and (d) above. The special assessment funds shall be delivered by the Management Firm and, thereafter, by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 5.(c) above. To the extent that any insurance proceeds are paid over to such Mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owners shall be obliged to replenish the funds so paid over to his Mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, shall be binding upon all unit owners.

7. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund, in the manner elsewhere hereinafter stated.

8. Certificate. The Insurance Trustee may rely upon a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Association, shall forthwith deliver such Certificate.

9. Plans and Specifications. Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed or according to the Plans approved by the Management Firm and the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Association's Power to Compromise Claim. The Management Firm, as long as the Management Agreement remains in effect, and there-after the Association, is hereby irrevocably appointed Agent for each unit owner, for the purpose of compromising and settling claims arising under Insurance Policies purchased by the Management Firm and, thereafter, by the Association, and to execute and deliver Releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY - to meet the requirements of law

D. Such other Insurance as the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall determine from time to time to be desirable.

E. Each individual unit owner shall be responsible for purchasing, at his own expense, Liability Insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property.

F. If available, and where applicable, the Management Firm, and thereafter the Association, shall endeavor to obtain Policies which provide that the Insurer waives its right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests, and the Management Firm.

X

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 or buildings in useful condition exist upon the land.

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

B. Common Element. 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.

C. Leased Property. All leased property, such as recreational facilities, shall be used only for the purposes for which such property is intended in the furnishing of services and facilities for the enjoyment of the unit owners, in accordance with the provisions of the Long-Term Lease attached hereto as Exhibit No. 3.

D. Pool Area. The pool area shall be used only for the purposes for which such property is intended and in accordance with the Rules and Regulations adopted by the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, by the Association.

E. 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 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.

F. Children. No children under fifteen (15) years of age shall be permitted to reside in any of the units or room thereof, in this condominium, except that children may be permitted to visit and temporarily reside for reasonable periods in any calendar year.

G. Pets. No animals or pets of any kind shall be kept in any unit, or on any property of the condominium, except with the written consent of and subject to the Rules and Regulations adopted by the Management Firm for the keeping of said pets, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors; provided that they are not kept, bred, or maintained for any commercial purposes, and further provided that such housepets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Management Firm or the Board of Directors of the Association.

H. 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.

I. 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, and no transient tenants may be accommodated.

J. Miscellaneous. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors, and further, when approved, subject to the Rules and Regulation adopted by the Management Firm or Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Management Firm or Board of Directors.

K. Laundry Facilities. No laundry facilities or equipment shall be permitted in any unit, nor on the condominium property, except as hereinafter provided. The Developer and/or his assigns shall have the exclusive right to install and operate coin operated laundry machines, including but not limited to washing machines, dryers, dry-cleaning machines and machines of an allied nature, and the exclusive right to offer services for off-premises dry-cleaning, laundering, pressing and tailoring, and other allied services, within Golf's Edge Development(Kingswood).

L. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Management Firm, as long as the Management Agreement remains in effect, and thereafter by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Management Firm or the Association as the case may be to all apartment owners and residents of the condominium upon request.

No person shall use the common elements or any part thereof, or a condominium unit, or the condominium property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Association. No person shall use the Century Village Club recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

M. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of 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. 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.

XI

MAINTENANCE OF COMMUNITY INTERESTS

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 buildings in useful condition exist upon the land, which provisions each apartment owner covenants to observe:

A. Transfers subject to approval.

1. 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.
2. 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.
3. 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.
4. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the

continuance of his ownership of his apartment shall be subject to the approval of the Association.

5. 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.

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

1. Notice to Association.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Failure to give notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of 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.

2. Certificate of approval.

- (a) 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.
- (b) 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.
- (c) 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.

3. Approval of corporate owner or 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 approved by the Association.

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

- 1. 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:

- (a) 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 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.
- (b) The purchase price shall be paid in cash.
- (c) 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.
- (d) 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.
- (e) 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.

2. 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.

3. 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:

- (a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 15 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 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.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within ten (10) days following the determination of the sale price.
- (d) 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.
- (e) If the association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

D. Mortgage. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to an Institutional Mortgagee, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a 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 an Institutional Mortgagee 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, nor shall such provisions apply to a transfer, sale, or lease by the Lessor if said Lessor so acquires its title. Nor shall such provisions be applicable to the Developer, who is irrevocably empowered to sell, lease, rent, and/or mortgage condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by it, and the Developer

shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer.

F. 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.

G. Special Provisions.

1. Notice of Lien or Suit.

- (a) Notice of Lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.
- (b) Notice of suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five days after the apartment owner receives knowledge thereof.
- (c) Failure to comply with this subsection concerning the liens will not affect the validity of any judicial sale.

2. In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said condominium; however, said developer, for such time as it continues to be a parcel owner, but not exceeding twelve months after the date of the filing of this Declaration, shall only be required to contribute such sums to the common expenses of the condominium as will when added to the total monthly common expense assessments paid by all other parcel owners be required for the Association to maintain the condominium, fulfill its obligations and meet its budget as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer be required to contribute to the common expenses as to the parcels owned by it in an amount exceeding the obligation for such unit as specified and set forth in Exhibit No. 1 attached to this Declaration; provided further that nothing contained herein shall require the Developer to pay any sums accruing under the Long-Term Lease except as same is specifically required under that certain Agreement between Marvell Developers, Inc. and Century Village, Inc. dated March 10, 1969, and the Long-Term Lease executed by said parties; commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the Developer shall contribute to the common expenses as to the parcels owned by it in the same manner as all other parcel owners as provided in Exhibit No. 1 attached to this Declaration.

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as Exhibit No. 1. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common elements consists of a screened porch, the unit owner who has the right to the exclusive use of said screened porch shall be responsible for the maintenance, care and preservation of the paint and surface of the exterior walls, including floor and ceiling within said exterior screened porch, and the maintenance, care, preservation and replacement of the screening on the said screened porch, and fixed and/or sliding glass doors in the entrance way to said screened porch, and the replacement of light bulbs on said screened porch, and wiring, electrical outlets and fixtures thereon. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall assign specific parking spaces to unit owners in the limited common element parking area shown and designated on Exhibit No. 1 attached hereto.

XIII

LONG-TERM LEASE

The Association, as Lessee, has entered into a Long-Term Lease Agreement with CENTURY VILLAGE, INC., a Florida Corporation, as to a non-exclusive undivided interest in and to the demised premises described therein, a copy of said Lease being attached hereto as Exhibit No. 3* and made a part hereof, just as though said Lease were fully set forth herein. The Association has acquired the foregoing Leasehold interest, pursuant to Florida Statute 711.121, and pursuant to said Statute and the Long-Term Lease, all monies due and to become due under the provisions of said Lease, including, without limitation, expenses of rent and such other items as are specified in said Lease, are and shall continue to be for the full term of said Lease, declared to be common expenses of the Condominium.

In order to secure the faithful performance of the Association's obligation to the Lessor under the Long-Term Lease, and to secure the unit owner's obligation to pay his share of the common expenses as to the Long-Term Lease, each unit owner i.e., the original purchaser from the developer, shall execute a copy of the Long-Term Lease attached hereto as Exhibit No. 3, together with the Lessor and Lessee Association, which Lease shall be recorded in the Public Records of Palm Beach County, Florida, together with the Deed of conveyance from the Developer-Lessor, to the unit owner; and under the terms of said Lease, as set forth therein, each unit owner shall impress a lien and pledge his full interest in his condominium parcel in the subject condominium in favor of the Lessor.

The unit owner shall be entitled to the use and enjoyment of the recreational area and facilities under the Long-Term Lease, subject to the Rules and Regulations promulgated by the Lessor.

*There is also attached as Composite Exhibit 3 the joinder of the long term lessor in a lease recorded in Official Record Book 1710 at page 481.

XIV

MANAGEMENT AGREEMENT

The Association has entered into a Management Agreement with M & M MANAGEMENT CORP. OF PALM BEACH COUNTY, a Florida Corporation, an executed copy of which is annexed hereto as Exhibit No. 4 and made a part hereof.

The Association has delegated to the Management Firm the power of the Association, through its Board of Directors, to determine the budget, make assessments for common expenses and collect assessments, for those period of time as provided in this Declaration and Exhibits attached hereto, including the Management Agreement. Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes therein expressed, including but not limited to:

1. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.
2. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement.
3. Ratifying and confirming and approving each and every provision of said Management Agreement; and acknowledging that all of the terms and provisions thereof, including the Manager's fee, are reasonable.
4. Agreeing that the persons acting as Directors and Officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Association, may be owners of some or all of the stock of M & M MANAGEMENT CORP OF PALM BEACH COUNTY, a Florida corporation and are or may be some of the Officers and Directors of said Management Firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement, in whole or in part. The Association and each unit owner further agree that the phrases "for the period of time specified in the Management Agreement", and "as long as the Management Agreement remains in effect", shall mean and include any renewal or extension of the Management Agreement attached hereto.

The Association and unit owners further agree that the monthly assessments to be paid by unit owners for common expenses may include such special assessments incurred by a unit owner for charges for guests and invitees of said unit owner, or temporary residents in said unit, as to their use of the recreational facilities and for any special services and charges.

XV

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, the Management Agreement, 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:

A. 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.

B. 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, the Management Agreement, 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.

C. No waiver of rights. The failure of the Management Firm, as long as the Management Agreement remains in effect, and thereafter 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, the Management Agreement, or the Regulations shall not constitute a waiver of the right to do so thereafter.

XVI

AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium 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. 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

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. not less than 80% of the votes of the entire membership of the Association; or
3. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

C. Proviso

1. 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, or common surplus, nor increase the owner's share of the common expenses, nor the voting rights appurtenant to any unit, unless the record owner of the apartment or apartments concerned and all record owners of mortgages on such apartment or apartments shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance and Reconstruction or Repair" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

2. Provided further, notwithstanding the foregoing, 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 the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an Amendment of this Declaration with a Survey attached reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus shall be duly noted in the Amendment of the Declaration. The rent under the Long-Term Lease shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to Declaration.

D. 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.

XVII

TERMINATION

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

A. Destruction. If it is determined in the manner elsewhere provided that the apartment building or buildings shall not be reconstructed because of "very substantial" damage as set forth in the Article on Insurance above, the condominium plan of ownership shall be terminated without agreement.

B. 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 shall give 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, and of the Management Firm as well as of the Lessor under the Long-Term Lease, 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:

1. 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 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,

2. 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.

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

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

C. 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 the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

D. 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.

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

XVIII

MISCELLANEOUS PROVISIONS

- A. The owners of the respective condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding their respective condominium units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective condominium units which are utilized for or serve more than one condominium unit, which items are, by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.
- B. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses, by waiver of the use and enjoyment of any of the common elements or the recreational facilities, or by the abandonment of his condominium unit.
- C. The owners of each and every condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his condominium parcel.
- D. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed to be covenants running with the land, and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto; and every unit owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments thereof.
- E. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or Management Firm shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the condominium, or in case of the Secretary's absence, to the President of the Association at his residence in the condominium, and in his absence, any member of the Board of Directors of the Association.

Notices to the Developer shall be delivered by mail at:
Kingswood, Century Village, West Palm Beach, Florida 33401

Notices to the Management Firm shall be delivered by mail at:
Kingswood, Century Village, West Palm Beach, Florida 33401

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

Certified mail with return receipt requested shall be the equivalent of and be included in the words "registered mail".

F. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Management Firm, as long as the Management Agreement remains in effect and, thereafter the Board of Directors of the Association, from removing or authorizing the removal of any party wall between any condominium units, in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

G. The "Remedy for Violation", provided for by Section 711.23 of the Condominium Act, shall be in full force and effect. In addition hereto, should the Association or the Management Firm, on behalf of the Association, or on its own behalf, find it necessary to bring a Court action to bring about compliance with the law or this Declaration and Exhibits attached and does so successfully, the unit owner so violating shall reimburse the Management Firm and the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the Court.

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

I. Where an Institutional First Mortgage by some circumstance fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

J. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon, except where same is specifically warranted or guaranteed.

K. The condominium property may not be abutting, contiguous or adjacent to any public street, road, or right-of-way. The Developer

covenants to provide access from North Haverhill Road (a public dedicated road), to the condominium property for road purposes for ingress and egress, and for such easements as may be required for drainage and utility service easements. The access easement area contemplated in this paragraph shall be for the benefit of all persons resident upon the lands or portions of the lands in Kingswood, and all persons designated by the Developer in its sole discretion. The aforesaid easement shall not create a burden upon the access easement land, nor shall it run with this condominium and the Developer shall have the continuous right to change and relocate such access easement as often as it desires, without the requirement of the Condominium Association, the unit owners in this condominium, and all other persons entitled to the use of said access easement consenting to or joining in an instrument to accomplish the foregoing. The Developer shall also have the right to dedicate such access easement as it desires to the public and the appropriate Governmental authority, without the consent or execution of an instrument to this effect by persons entitled to the use of said access easement. The foregoing right of the Developer is limited only to the extent that such changing and relocation or dedication of the access easement shall be reasonable.

The access easement referred to herein is as designated in Exhibit No. 1 annexed to this Declaration. The unit owners of this condominium shall be responsible for the care and maintenance of those portions of the condominium property that are designated as and are subject to the easement of being parking streets. The condominium property shall be subject to such utility service easements as the Developer may hereafter deem necessary, provided the Developer causes the necessary repairs to be made after the installation of such easements, and provided the foregoing does not structurally weaken the building upon the condominium property, nor unreasonably interfere with the enjoyment of the condominium property by the unit owners. The Developer and its designees shall have the right to enter upon the condominium property for the purpose of constructing, maintaining and repairing said easements, and the equipment thereon. All easements referred to herein shall be for the benefit of those persons in residence upon the land or portions of the lands in Kingswood, and such other parties as designated by the Developer in its sole discretion.

Should the Developer grant additional access easements for road purposes and/or as may be required for utility services, which connect with the access easements designated in Exhibit No. 1, the same shall automatically be a part of the access easement hereinbefore provided, as if originally set forth herein.

L. In order to insure the condominium and Century Village with adequate and uniform water service and sewerage disposal service, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of this condominium and the unit owners therein with said services. Pursuant to the foregoing, the Developer has or will contemporaneously herewith, contract with CENTURY UTILITIES, INC., a Florida Corporation, for the furnishing of said services, and the Association and unit owners agree to pay the charges therefor, pursuant to and to comply with all of the terms and conditions of said Utility Agreement.

M. The Lessor under the Long-Term Lease reserves the right to amend this Declaration of Condominium by adding to the leased premises demised and described in the Long-Term Lease annexed hereto as Exhibit No. 3, areas of land, with improvements thereon,

located within the real property described in that certain Deed dated June 11th, 1968, and recorded in Official Records Book 1659 at Page 394, of the Public Records of Palm Beach County, Florida. The size of the area(s) of land, the improvements of whatever type or nature thereon, the exact location of said area(s) within the aforescribed area, and the time when such improvements will be constructed and this Declaration amended shall be in the sole discretion of the Lessor; however, if such improvements are not constructed and such Amendment is not made, executed and recorded in the Public Records of Palm Beach County, Florida, within five (5) years from the date of this Declaration of Condominium, said right shall automatically terminate. The provisions of this paragraph do not require the Lessor to construct improvements and amend this Declaration, as provided herein. The right of the Lessor herein is conditioned upon there being no increase in the rent due the Lessor by the unit owners of this condominium under the Long-Term Lease, except such increases as are specifically provided for under said Long-Term Lease. The Long-Term Lease provides for increases in rent based upon specific circumstances, as provided therein, as to the premises originally leased, and said specific circumstances shall be applicable to any additionally leased lands, and all owners of condominium units created by this Declaration, and all Lessees of the demised premises described in Exhibit No. 3 attached hereto, shall share said increase in the same proportion and manner as provided in said Long-Term Lease. Notwithstanding the foregoing, the Lessor may specify that certain Lessees shall not have the right to use the added recreational areas and in such event, said Lessees not entitled to use same shall not be required to share in an increase of rent applicable thereto. All Lessees of the demised premises aforescribed shall be entitled to the use and enjoyment of all recreational facilities contemplated in this paragraph, unless the Lessor specifies that the Lessees shall not have the right to use said additional recreational area(s). An Amendment of this Declaration, as provided for in this paragraph need only be executed and acknowledged by the Lessor, and need not be approved by the Association, the unit owners, lienors, mortgagees, or any other parties or persons whomsoever, provided, however, there shall be no Amendment affecting the Long-Term Lease which would change a unit owner's rent under the Long-Term Lease except as stated above nor the manner of sharing common expenses under the Long-Term Lease, nor impair the rights of unit owners to the use and enjoyment of the recreational area and facilities, without the unit owners so affected, and all record owners of Institutional Mortgages thereon, joining in the execution of said Amendment. Such Amendment of Declaration of Condominium shall be filed in the Public Records of Palm Beach County, Florida, and said Amendment to this Declaration of Condominium shall be deemed an Amendment to the Long-Term Lease annexed to this Declaration as Exhibit No. 3, with the same effect as though the said Exhibit No. 3 attached hereto had included the additional demised land and obligations thereto. The method of amending this Declaration of condominium in regard to the matters specifically set forth in this paragraph supersedes the provisions for the method of amendment to this Declaration of Condominium provided elsewhere in this Declaration.

N. The Developer reserves the right to make improvements on that portion of the condominium property described as the Pool Area. The size and the nature of the improvements as well as the exact location thereof, within the Pool Area, and the time that such improvements will be constructed, shall be in the sole discretion of the Developer; however, if such improvements are

not constructed within five years from the date of this Declaration of Condominium, said rights shall automatically terminate. Nothing contained herein shall be construed to require the Lessor to construct any improvements in the Pool Area. The right of the Developer herein is conditioned upon there being no assessment to the Unit Owners or the Association for the construction of any such improvements, nor any rent to be charged the unit owners by the Developer for the use of said improvements. All unit owners of this condominium property as well as all unit owners in any other condominium property created by the Developer in Kingswood shall be entitled to the use and enjoyment of all improvements or facilities contemplated in this paragraph. In the event that an amendment of this Declaration is needed or required in order for the Developer to make and/or complete any improvements as contemplated by this paragraph, Developer reserves the right to amend this Declaration of Condominium and to so provide, and said Amendment need only be executed and acknowledged by the Developer, and need not be approved by the Association, the Unit Owners, Lienors, Mortgagees, or any other parties or persons whomsoever. Such Amendment of Declaration of Condominium shall be filed in the Public Records of Palm Beach County, Florida, and shall be deemed to have the same effect as though said improvements were included in this Declaration, provided, however, that attached to the Amendment of Declaration of Condominium shall be a survey reflecting such improvements, which said survey shall be certified in the manner required by the Condominium Act. The method of amending this Declaration of Condominium in regard to the matters specifically set forth in this paragraph supercedes the provisions for the method of amendment to this Declaration of Condominium provided elsewhere in this Declaration.

O. No modification of or amendment to the By-Laws of the Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or which would change the provisions of the Bylaws with respect to institutional mortgagees without the written approval of all institutional mortgagees of record.

P. Condominium Units, parcel numbers and percentages of undivided interest in the common elements, as well as all condominium unit owners' share of common expenses (excluding their share under the Long-Term Lease) are as designated in the survey exhibits attached as Exhibit No. 1 to the Declaration of Condominium.

Q. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, Articles of Incorporation, Bylaws, Regulations of the Association, Management Agreement and/or Long-Term Lease, or the application thereof, shall not affect the validity of the remaining portion.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 31st day of December, 1969

Signed, sealed and delivered
in the presence of:

MARVELL DEVELOPERS, INC.

[Signature]

BY Marvin R. Persky
Marvin R. Persky, President

[Signature]

Attest:

BY Ellen Persky
Ellen Persky, Secretary

(Corporate Seal)

STATE OF Florida }

COUNTY OF PALM BEACH }

BEFORE ME, the undersigned authority, personally appeared MARVIN R. PERSKY and ELLEN PERSKY, well known to me to be the President and Secretary respectively of MARVELL DEVELOPERS, INC., a Florida corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium and that the execution of said Declaration is the act and deed of the said corporation and that the same was executed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of December, 1969.

[Signature]
Notary Public, State of Florida at
Large

My commission expires:
2-28-71

For good and valuable consideration, the receipt whereof is hereby acknowledged, GOLF'S EDGE CONDOMINIUM ASSOCIATION, INC. hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above named Condominium Association has caused these presents to be signed in its name by its President, Attested by its Secretary, this 3rd day of November, 1969.

Signed, sealed and delivered
in the presence of:

GOLF'S EDGE CONDOMINIUM ASSOCIATION,
INC.

[Signature]

BY Gilma J. Wright
Gilma J. Wright, President

[Signature]

Attest:

BY Joy K. Webb
Joy K. Webb, Secretary

OFFICIAL RECORDS
1763 PAGE 946

-39-

President

Attest:

BY _____
Secretary

-20-

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared GILMA J. WRIGHT and JOY K. WEBB, well known to me to be the President and Secretary of GOLF'S EDGE CONDOMINIUM ASSOCIATION, INC. a Florida non-profit corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium and that the execution of said Declaration is the act and deed of the said corporation and that the same was executed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of November, 1969.



Notary Public, State of Florida at
Large.

My commission expires:

Notary Public, State of Florida at Large
My Commission expires March 8, 1972

