

DECLARATION OF CONDOMINIUM

PARADISE HARBOUR CONDOMINIUM OF NORTH PALM BEACH NO. 1

I.

SUBMISSION STATEMENT

HOTCHKISS CONSTRUCTION CO., INC., a Florida Corporation, being the owner of record of the fee simple title to the real property situated, lying and being in Balm Beach County, Florida, as more particularly described as follows:

PARCEL 1.

A parcel of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the Easterly right-of-way line in U.S. Highway #1 with the North right-of-way line of Canal C-17; thence on an assumed bearing of due East, along said North right-of-way line, a distance of 942.63 feet to the Point of Beginning; thence due North, a distance of 82.69 feet; thence due West, a distance of 174.0 feet; thence North 80° 00' West, a distance of 75.49 feet to the beginning of a curve concave to the Northeast, having a radius of 45.0 feet and a central angle of 70° 00'; thence westerly and northerly, along the arc of said curve, a distance of 54.98 feet to the end of said curve; thence North 10° 00' West, along a line tangent to said curve, a distance of 36.42 feet; thence North 80° 00' East, a distance of 149.0 feet; thence South 10° 00' East, a distance of 38.0 feet; thence North 80° 00' East, a distance of 174.0 feet; thence South 10° 00' East, a distance of 9.00 feet; thence North 80° 00' East, a distance of 59.67 feet; thence South 10° 00' East, a distance of 2.05 feet; thence due East, a distance of 8.39 feet; thence South 10° 00' East, a distance of 9.39 feet; thence South 80° 00' West, a distance of 12.0 feet; thence South 10° 00' East, a distance of 11.0 feet; thence North 80° 00' East, a distance of 12.0 feet; thence South 10° 00' East, a distance of 9.06 feet; thence due East, a distance of 96.28 feet; thence due South, a distance of 61.65 feet; thence South to 80° 00' East, a distance of 102.76 feet to the Bulkhead line on the waters of Lake Worth; thence South 10° 09' East, along said Bulkhead line, a distance of 79.55 feet to the North right-of-way line of Canal C-17; thence due West along said North right-of-way line, a distance of 322.17 feet to the Point of Beginning.

PARCEL 2. An undivided one-half (1/2) interest in and to the following described real property, to wit:

Commencing at the intersection of the Easterly right-of-way line of U.S. Highway #1 with the North right-of-way line of Canal C-17; thence on an assumed bearing of due East, along said North Right-of-Way line, a distance of 1264.80 feet to the Bulkhead line on the waters of Lake Worth; thence North 10° 09' West along said Bulkhead line, a distance of 79.55 feet to the Point of Beginning; thence North 80° 00' West, a distance of 102.76 feet; thence due North, a distance

*** (Pages 1 and 2 were lost from the copy of this set; These two pages were typed and appended to the remaining pages.) (e)t

This Instrument was prepared by:
Abrams, Antow, Robbins, Resnick
and Burke, P. A. By: Edward S.
Resnick, P. O. Box 650 - Hollywood,
Florida 33022.

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of 61.65 feet; thence due West, a distance of 96.28 feet; thence North 10° 00' West, a distance of 9.06 feet; thence South 80° 00' West, a distance of 12.0 feet; thence North 10° 00' West, a distance of 11 feet; thence North 80° 00' East, a distance of 12 feet; thence North 10° 00' West, a distance of 9.39 feet; thence due East, a distance of 101.40 feet; thence due North, a distance of 33.51 feet; thence North 73° 51' East, a distance of 75 feet to said Bulkhead line; thence South 10° 09' East, along said Bulkhead line, a distance of 165.45 feet to the Point of Beginning.

together with equipment, furnishings and fixtures therein contained not personally owned by unit owners;

together with riparian and littoral rights as may be applicable and appurtenant thereto;

together with non-exclusive easements over the property described and as set forth in Exhibit "B" to this Declaration of Condominium, as Parcels "A" and "B" and "C".

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.

Definitions: As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

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

B. Association, means the Florida non-profit Corporation whose name appears at the end of this Declaration, said Association being the entity responsible for the operation of the Condominium.

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

D. Common Elements, means the portions of the Condominium property not included in the Units.

E. Limited Common Elements, means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of all other units.

F. Condominium, means that form of ownership of Condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, and undivided share in the common elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 711 Et Seq.).

H. Common Expenses, means the expenses for which the unit owners are liable to the Association.

I. 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.

J. Condominium property, means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

K. Assessment, means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

L. Condominium Parcel or Parcel means a unit, together with the undivided share in the common elements, which is appurtenant to the unit.

M. Condominium Unit, or Unit, is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the condominium parcel includes such unit, including its share of the common elements appurtenant thereto. The physical boundaries of each unit are as delineated in the Survey aforescribed, and are as more particularly described in Article III. and Article XVIII. B of this Declaration.

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

O. Developer, means HOTCHKISS CONSTRUCTION CO., INC., a Florida Corporation, whose name appears at the end of this Declaration, its successors and assigns.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund, authorized to do business in the United States of America, an Agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as an Institutional type lender. The mortgage may be placed through a Mortgage or Title Company.

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

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

S. 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 3 of the Condominium Act.

T. Paradise Harbour Pool and Facilities, means and refers to the swimming pool and pool deck and a general purpose building which includes therein men and women's sauna bath facilities, men and women's health room, billiard room, kitchen and recreation area, and such other improvements as the Developer determines in its sole discretion, including a fishing pier which may be constructed in the Intracoastal Waterway adjoining Paradise Harbour Pool and Facilities if same is authorized by the appropriate governmental authorities. The real property which constitutes the Paradise Harbour Pool and Facilities is described under Article I of this Declaration as "parcel 2" and this Condominium shall own an undivided one-half (1/2) interest in this area. The term "Paradise Harbour Pool" and/or "Paradise Harbour Facilities" means the same as the foregoing.

U. Paradise Harbour complex or Paradise Harbour Section means and refers to the real property and improvements thereon described

in this Declaration under Article I as Parcel "1" and Parcel "2" and the real property, together with subsequent improvements that may be constructed thereon, described as follows, to wit:

Parcel 3-A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF NORTH PALM BEACH, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the Easterly RIGHT-OF-WAY line of U. S. Highway #1 with the North RIGHT-OF-WAY line of Canal C-17; thence on an assumed bearing of due East, along said North RIGHT-OF-WAY line, a distance of 1264.80 feet to the bulkhead line on the waters of Lake Worth; thence North 10° 09' West, along said Bulkhead line, a distance of 245 feet to the Point of Beginning; thence continue North 10° 09' West; a distance of 130.88 feet; thence due West, a distance of 295.05 feet; thence due South, a distance of 108 feet; thence due West, a distance of 160 feet; thence South 75° West, a distance of 91.82 feet to the beginning of a curve concave to the North, having a radius of 55 feet and a central angle of 30°; thence Westerly, along the arc of said curve, a distance of 28.80 feet to the end of said curve; thence South 75° East, along a line tangent to said curve, a distance of 16.06 feet to the beginning of a curve concave to the Southwest, having a Radius of 45 feet and a central angle of 65°; thence Southeasterly, along the arc of said curve, a distance of 51.05 feet to the end of said curve; thence South 10° East, along a line tangent to said curve, a distance of 26.32 feet; thence North 80° East, a distance of 124 feet; thence South 10° East, a distance of 38 feet; thence North 80° East, a distance of 174 feet; thence South 10° East, a distance of 9.0 feet; thence North 80° East, a distance of 59.67 feet; thence South 10° East, a distance of 2.05 feet; thence due East, a distance of 109.79 feet; thence due North, a distance of 33.51 feet; thence North 73° 51' East, a distance of 75 feet to the POINT OF BEGINNING.

Together with riparian and littoral rights as may be applicable and appurtenant thereto.

II.

NAME

The name by which this Condominium is to be identified,

is: -

PARADISE HARBOUR CONDOMINIUM OF NORTH PALM BEACH NO. 1

III.

IDENTIFICATION OF UNITS

The Condominium property consists essentially of sixty (60) units in all in an apartment building and other improvements, and for the purpose of identification, all units in the apartment building located on said Condominium property are given identifying numbers and same and other improvements are delineated on the Survey Exhibits, collectively identified as "Exhibit No. 1", hereto attached 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 other improvements, 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 the said Exhibit are incorporated herein and made a part hereof by reference.

The aforesaid apartment building and improvements were constructed substantially in accordance with the Plans and Specifications and any modifications thereof on file with the Building and Zoning Department of the applicable governmental authority.

IV.

OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest, stated as percentages of such ownership in the said common elements and limited common elements, is set forth on Exhibit A, which is annexed to this Declaration and made a part hereof.

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.

VOTING RIGHTS

There shall be one person with respect to each unit owner-ship who shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to) as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a Corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

Each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his Condominium parcel, as set forth and specified in Exhibit "A" which is annexed to this Declaration and made a part hereof. The vote of a Condominium unit is not divisible.

VI.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium shall be shared by the unit owners, as specified and set forth in Exhibit "A". 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.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements - 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.

METHOD OF AMENDMENT OF DECLARATION

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

All Amendments shall be recorded and certified, as required by the Condominium Act. No Amendment shall change any Condominium parcel, nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

Notwithstanding the foregoing, this Declaration may not be amended without the written approval of the Developer, which said approval shall not be unreasonably withheld; however, this requirement as to the Developer's approval shall terminate automatically three (3) years after the date this Declaration is recorded or sooner at the Developer's option. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval.

Notwithstanding the foregoing paragraphs of this Article VII, 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 the 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, and the voting rights, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, and the voting rights of the units concerned, shall be duly noted in the Amendment of the Declaration.

Notwithstanding the foregoing, the Developer reserves the right in its sole discretion to construct docks along the South side of the Condominium property in the Earman River within three (3) years from the date of the filing of this Declaration of Condominium in the Public Records of Palm Beach County, Florida. The Developer shall have the right to locate said docks within said area as it determines and to determine the number of docks and the exact size, dimension, design and type of structure. Upon completion of such docks and prior to conveying and assigning the exclusive use thereof as provided in Article XV.B. hereafter, the Developer shall cause an Amendment of Declaration to be recorded in the Public Records of Palm Beach County, Florida, attaching thereto a Survey as required by the Condominium Act of the State of Florida, and said Amendment need only be executed and acknowledged by the Developer.

* and along the East side of the Condominium property in Lake Worth

VIII.

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association which are set forth in a document which is annexed to this Declaration, marked Exhibit No. 2, and made a part hereof.

No modification of or Amendment to the By-Laws of said 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 By-Laws 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 By-Laws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees of record. The By-Laws may not be amended without the written approval of the Developer, which said approval shall not be unreasonably withheld. However, the requirement as to the Developer's approval shall terminate automatically three (3) years after the date this Declaration is recorded, or sooner at the Developer's option.

IX.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Florida non-profit Corporation whose name appears at the end of this Declaration, which is responsible for the operation of the Condominium specified in Article II. hereinabove, said Association being organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being annexed hereto, marked Exhibit No. 3, and made a part hereof, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

Every owner of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association and the provisions of this Declaration.

X.

ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time, the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and such other assessments as are specifically provided for in this Declaration and Exhibits attached hereto. 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 the Exhibits attached hereto.

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI. of this Declaration.

Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable. Regular assessments shall be due and payable monthly on the first of each month.

The Association 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 incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its 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 Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

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 shares of common expenses or assessments by 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.

Any person who acquires an interest in a unit, except through foreclosure of an Institutional First Mortgage of record as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

XI.

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS.

A. SALE OR RENTAL OF UNITS-Association to Have First Right of Refusal

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

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before

accepting any offer to purchase, sell or lease, or rent, his Condominium parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two bank references and three individual references - local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to the prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used or in the alternative, the Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated.

Where a Corporate entity is the owner of a unit, it may designate the occupants of the units as it desires, and for such period of time as it desires, without compliance with the provisions of Section A. of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII. of this Declaration.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association and said approval, if granted, shall be in recordable form, executed by two Officers of the Association. Where a unit owner sells his unit and takes back a second or more inferior mortgage to secure a portion of the purchase price the approval of the Association shall not be required.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:-

(a) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two Officers of the Association and delivered to the purchaser; or,

(b) The sale is a result of a public sale with open bidding.

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

4. The foregoing provisions of this Article XI. shall not apply to transfers by a unit owner to any member of his immediate family (viz: - spouse, children or parents.)

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift or devise.

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

If the Board of Directors of the Association shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated, who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached thereto.

If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said Condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within

such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest, as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the By-Laws and Articles of Incorporation of the Association, as well as the provisions of the Condominium Act.

6. Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer.

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors. The provisions of Sections A. and B., No.'s 1-5, of this Article XI, shall be inapplicable to such Institutional First Mortgagee or acquirer of title, as aforescribed in this paragraph.

(b) The provisions of Sections A. and B., Nos. 1-5, of this Article XI, shall be inapplicable to the Developer. The said Developer 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. 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.

(c) 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 (12) 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, in addition to the total monthly common expense assessments paid by all other parcel owners, as may be required for the Association to maintain the Condominium 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 "A" attached to this Declaration. 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 "A" attached to this Declaration.

XII.

INSURANCE PROVISIONS

A. LIABILITY INSURANCE:-

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, the unit owners as its and their interests appear, in such amounts and

providing such coverage as 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. Premiums for the payment of such insurance shall be paid by the Board of Directors of the Association, and such premiums shall be charged as a common expense.

B. CASUALTY INSURANCE:

1. Purchase of Insurance:-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 the units and the fixtures and other equipment initially installed by the Developer, but not including personal property supplied or installed by unit owners or others) and all personal property owned by the Association, or included in the common elements, 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 Board of Directors of the Association, in an amount equal to the maximum insurable replacement value of the improvements without deduction for depreciation but exclusive of excavation and foundation costs and in an amount equal to the value of the personal property owned by the Association or included in the common elements, as determined annually 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 Association and shall be charged as a common expense.

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 Association as herein provided, and the amount thereof, and the further right to approve 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 shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on units in the Condominium property.

2. Loss Payable Provisions - Insurance Trustee:-All policies purchased by the Association shall be for the benefit of and made payable to the Association, and all unit owners, and their mortgagees, as their interests may appear. 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 Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". All Institutional First Mortgagees who own and hold a first mortgage on a Condominium unit shall have a right to receive a certified copy of the insurance policy(s) which the Association obtains pursuant to Article XII.B. and said Association shall cause certified copies of said policy(s) to be delivered to such Institutional First Mortgagees immediately upon request by said Mortgagee. 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 shares 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:-

(i) 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.

(ii) 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 owners 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 remittance 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 Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an Attorney authorized to practise law in the State of Florida, a Title Insurance Company or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, 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 XII.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 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 Association, and the Association 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 it 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 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 Mortgagee 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 Association and the aforesaid Institutional First Mortgagee's written approval, if said Institutional First Mortgagee's approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee, and execute any Affidavit required by law or by 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 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 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 Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, for that 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 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 Board of Directors of the Association 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 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 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 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 percent (75%) or more of the total amount of insurance coverage (placed as per Article XII.B.1.) becomes payable. Should such "very substantial" damage occur, then:-

(a) The Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article XII.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 Board of Directors of the Association 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 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 termination of the Condominium, subject to the following:-

(i) 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 total votes of the members of the Association shall vote to terminate this Condominium, in which case the Condominium property shall be removed from the provisions of the law by the recording of an instrument terminating this Condominium in the Public Records of the County in which this Condominium is located, 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 any remaining structures of the Condominium, and their undivided interests 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 existed prior to the termination of the Condominium.

(ii) 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 costs thereof, so that a special assessment will be required, and if a majority of the total votes of the members of the Association shall vote against such special assessment and to terminate this Condominium, then it shall

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be so terminated and the Condominium property removed from the provisions of the law, as set forth in Paragraph 6.(c)(i) above, and the unit owners shall be tenants in common in the property in such 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)(i) above. In the event a majority of the total votes of the members of the Association vote in favor of special assessments, the Association shall immediately levy such assessment and, thereupon, 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 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 terminate the Condominium and to vote a special assessment, the unit owner 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 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 provided herein.

8. Certificate: - The Insurance Trustee may rely upon a Certificate 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 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 Board of Directors of the Association. 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 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 Association and to execute and deliver Releases therefor, upon the payment of claims.

11. Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional mortgagee holding the greatest dollar volume of unit mortgages, said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

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

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

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 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. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the insurance companies provided same are licensed to do business in the State of Florida.

XIII.

USE AND OCCUPANCY

The owner of a unit shall occupy and use his unit as a single family private dwelling, for himself and the members of his family, and his social guests, and for no other purpose. No children under fourteen (14) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods in any calendar year. Notwithstanding the foregoing, the Developer or Association shall have the right to approve the permanent residency of a child under the age of fourteen (14) years in a unit and such consent shall be in writing and, once given, cannot be rescinded; however, the right of the Developer in this regard shall terminate three (3) years from the date of the filing of this Declaration, or sooner at the Developer's option.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

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 for the keeping of said pets 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 Board of Directors of the Association. Notwithstanding the foregoing, the Developer shall have the right to authorize an animal or pet to be kept in a unit as provided in this paragraph, and in such case the consent of the Board of Directors shall not be required; however, the provisions of this paragraph in regard to the Rules and Regulations adopted by the Board of Directors and in other provisions of this paragraph shall remain in force and effect. The Developer's consent shall be in writing and once given cannot be rescinded unless said pet causes or is creating a nuisance or unreasonable disturbance as provided in this paragraph. The right of the Developer, as provided in this paragraph, shall terminate three (3) years after the date of the recording of this Declaration, or sooner at the option of the Developer.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the building(s); nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the 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 where designated by the Board of Directors of the Association.

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No laundry facilities or equipment shall be permitted in any unit, or elsewhere, without the written consent of the Board of Directors of the Association.

No person shall use the common elements, or any part thereof, or a Condominium unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

XIV.

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property(s) and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium property(s) and other type properties, and may delegate to the Contractor or Manager, all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association.

B. There shall be no alterations 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, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total vote 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 expenses. Where any alteration or additions, as aforescribed - 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 percent (75%) of the total vote 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. Notwithstanding the foregoing, there shall be no alterations or additions to the portion of the common elements which is the Paradise Harbour Pool and Facilities area except such as are subject to the foregoing provisions of this subparagraph B., together with the approval of seventy-five (75%) percent of the total vote of the units or apartments entitled to use said area and, for this purpose, each unit or apartment entitled to use said area shall be entitled to one vote.

1. Where the approval of unit owners for alterations or additions to the common elements or limited common elements of this Condominium is required in this Declaration and Exhibits attached hereto, the approval of Institutional First Mortgagees whose mortgages encumber Condominium parcels in this Condominium representing not less than seventy percent (70%) of the total unpaid dollar indebtedness as to principal on said parcels at said time, shall also be required.

C. Each unit owner agrees as follows:-

1. To maintain in good condition and repair, his unit and all interior surfaces within his unit, and the entire interior of his unit, 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 unit including condenser

and all appurtenances thereto, wherever situated, and hot water heater, refrigerator, stove, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors, except the painting of the exterior of exterior doors shall be a common expense of the Condominium; and pay for all his utilities - i.e., electric, water, sewage and telephone. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the owner of said unit. Each unit owner shall maintain, care for and preserve portions of the limited common elements, as provided in Article XV of this Declaration.

2. Not to make or cause to be made any structural addition or alteration to his unit or to the limited common elements or common elements. Alterations within a unit may be made with the prior written consent of the Association, and any First Mortgagee holding a mortgage on his unit.

3. To make no alterations, decoration, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building(s), whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association. Unit owners may use such contractor or sub-contractor as are approved by the Association and said parties shall comply with all Rules and Regulations adopted 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. The contractor or sub-contractor aforementioned are to be union tradesmen where such services are unionized in the area of the Condominium.

4. To allow the Board of Directors or the agents or employees of the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

5. To show no signs, advertisements or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

D. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association 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 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 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 Board of Directors of the Association to enforce compliance with the provisions hereof.

E. The Association shall determine the exterior color scheme of the building(s), and all exteriors, and interior color scheme of the common elements, 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 Association.

F. The Association shall be responsible for the maintenance, repair and replacement of the common elements, and all portions of the Condominium property not required to be maintained, repaired and/or replaced by the unit owner(s). Where a portion of the Condominium is subject to a mutual access drive easement, the cost of maintaining the landscaping within said easement, if any, and the cost of maintaining said easement area shall be the obligation of this Condominium.

XV.

LIMITED COMMON ELEMENTS

A. 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 unless otherwise specifically provided in this Declaration and Exhibits attached hereto. 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 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 element consists of a terrace, the unit owner who has the right to the exclusive use of said terrace shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior terrace and screening thereon, and the fixed and/or sliding glass doors in the entrance way to said terrace and the wiring, electrical outlets and fixtures thereon, if any. There is a terrace adjacent to each Condominium unit within this Condominium and said terrace adjoining and adjacent to each unit is a limited common element of said unit and for said unit's exclusive use.

The Association shall assign specific parking spaces to the unit owners in this Condominium. Each parking space is numbered and located within the limited common element parking area as shown and designated on Exhibit No. 1 attached hereto. The parking space assignments shall not be recorded in the Public Records of Palm Beach County. The Association shall have the right to change the assignment of such specific parking spaces from time to time as to the unit owners in this Condominium as it deems advisable in its sole discretion. Each Condominium unit shall be entitled to one (1) parking space. The Developer shall have the rights conferred upon the Association in this paragraph for a term of three (3) years from the date of the recording of this Declaration or the Developer may terminate said rights sooner at its option.

B. The Developer shall have the right to construct docks on the South side of the Condominium property within the Earman River and along the East side of the Condominium property in Lake Worth within three (3) years from the date of the filing of this Declaration of Condominium as hereinbefore provided and each such dock or docking space shall be given an identifying letter or number and no dock or docking space shall bear the same identifying letter or number as any other. The Developer and its designees shall have the right in its sole discretion to enter on, over and across the Condominium property and the further right to use such portion of the Condominium property for construction purposes as to said docks for the period of time terminating three (3) years from the date of the filing of this Declaration. Each such dock or docking space shall be identified and located in a Survey as required by the Condominium Act of the State of Florida and where said docking spaces are constructed after the date of Exhibit No. 1 a Survey shall be attached to an Amendment to this Declaration of Condominium, which Survey shall identify and locate said docks as hereinbefore provided and said Amendment need only be executed and acknowledged by the Developer. Docks and docking spaces which have been built as of the date of Exhibit No. 1 are set forth and identified therein. The Developer shall have

the right to designate the use of a specific dock or docking space to a unit owner for his exclusive use - said designation being made in a Deed from the Developer to the Purchaser of a unit within this Condominium or by way of a separate instrument of conveyance from the Developer having the same formality as a Deed and such instrument shall be recorded in the Public Records of Palm Beach County, Florida. The unit owner who is designated to have the exclusive use of such dock or docking space, subject to the provisions of Article XI. of this Declaration, may sell and assign the exclusive use thereof not only to the Purchaser of his unit but he may sell, convey and assign the exclusive use thereof to the unit owner of another unit in this Condominium subject to the terms hereof. A Deed or separate instrument of conveyance as to a specific dock or docking space to a unit owner shall only grant said unit owner the exclusive use thereof and same shall not convey title to such space nor any interest therein other than the right of exclusive use. The foregoing right of exclusive use is subject to the paramount provisions of Article XVIII.T. of this Declaration of Condominium. The expense for the maintenance, repair or replacement as to said docks, and the cost and expense for water and electric utility service for said docks, and Fire and Extended Coverage Insurance and Public Liability Insurance as to said dock area shall be obtained by the Association as provided in Article XII. of this Declaration, and they shall be borne by the unit owners who are assigned the exclusive right to the use thereof. The cost thereof shall be shared by said unit owners aforesaid in such proportion as the Board of Directors of the Association deems fair and reasonable. The Association shall maintain said docks at the expense of the unit owners who are assigned the exclusive use thereof.

XVI.

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act, at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article XII.B.6. above, this Condominium shall be subject to termination as provided in Article XII.B.6. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association, and by all Institutional Mortgagees, then the Association and the approving owners, if they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days 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 exercised upon the following terms:-

A. Exercise of Option:-An Agreement to Purchase, executed by the Association and/or the record owners of the Condominium parcels who will participate in the purchase shall be delivered by personal delivery or mailed by Certified or Registered Mail to each of the record owners of the Condominium parcels to be purchased, and such delivery shall be deemed the exercise of the Option. The Agreement shall indicate which Condominium parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all Condominium parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

B. Price:-The sale price for each condominium parcel shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement; and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the Petition of the seller. The expenses of appraisal shall be paid by the purchaser.

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

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

XVII.

PARADISE HARBOUR POOL AND FACILITIES

Paradise Harbour Pool and Facilities is the real property

described in Parcel 2 under Article I of this Declaration and it consists primarily of the improvements specified in Article I. "F" hereinabove.

The Association shall determine and assess the Budget required to operate and maintain the Paradise Harbour Pool and Facilities and it shall determine how said assessment shall be paid and it shall cause the expenses of same to be paid. All monies due and to become due for the operation of said Paradise Harbour Pool and Facilities including without limitation, expenses of taxes, assessments, insurance premiums, costs of maintenance and repairs, and all replacements and undertakings, and such other items as are applicable thereto, are common expenses of this Condominium.

Each unit owner, his heirs, successors and assigns, agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount, or proportion, as specified herein. It shall be mandatory for the unit owner to make said payments, regardless of whether or not said unit owner uses the Paradise Harbour Pool and Facilities.

The use and enjoyment of the Paradise Harbour Pool and Facilities are subject to the Rules and Regulations promulgated by the Condominium Association. The initial Rules and Regulations and all amendments thereof and revisions thereof shall be posted in a conspicuous place in the Paradise Harbour Pool and Facilities area. The unit owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said unit owners, their family, guests, invitees and servants.

Should a unit owner fail to pay an assessment for common expenses, as required under the terms of this Declaration of Condominium, for the period of time specified herein, whereby said assessment becomes delinquent, the Association may deny the unit owner and/or the authorized user of the Paradise Harbour Pool and Facilities area the use and enjoyment of same until such time as all assessments are paid. The Association shall further have the right, in its sole discretion, to suspend any unit owner and/or authorized user of the Paradise Harbour Pool and Facilities area from the use of same for a period not to exceed thirty (30) days, for any infraction of the promulgated Rules and Regulations pertaining to said facilities. Should the unit owner or the authorized user of the Paradise Harbour Pool and Facilities area rights to use same be suspended, there shall be no reduction in the assessments due and payable by said unit owner or authorized user.

Any person who is the owner of a Condominium parcel in this Condominium, together with spouse and other members of said parcel owner's immediate family who are in residence in the Condominium parcel, as provided herein, may use the Paradise Harbour Pool and Facilities area, as provided herein. Where a Corporation is a parcel owner, the use of the Paradise Harbour Pool and Facilities area shall be limited at any one time to such officer, director or employee of said Corporation who is in actual residence, and such individual shall be deemed to be the Condominium parcel owner for the purposes of this paragraph. All unit owners' children and children of guests or invitees who are under such age as determined by the Association must be accompanied by an adult to such portions of the Paradise Harbour Pool and Facilities area as the Association determines. Guests and invitees of a unit owner, whether in temporary residence in the Condominium or not, may only be permitted to use the Paradise Harbour Pool and Facilities area, if at all, with the permission of the Association, subject to the terms and conditions as the Association may determine in its sole discretion, including the payment of additional compensation therefor, it being understood and agreed that said Paradise Harbour Pool and Facilities area is designed for the use and enjoyment of said unit owners and unit owners or occupants in an apartment building constructed on the real property described as Parcel 3 in Article I. "G" of this Declaration as hereinafter provided, and the use by others may be required to be limited, or not permitted at all, during certain times of a day,

certain days, weeks, or months of the year, and the Association shall determine the foregoing in its sole discretion, including the manner and method in which the facilities are to be used and under what circumstances. Notwithstanding the foregoing, where a child in residence in a Condominium parcel is the son or daughter of the parcel owner, such parent shall not be required to pay additional compensation for use by said child of the Paradise Harbour Pool and Facilities area. Where a unit owner owns more than one unit, the family in residence in each unit shall be entitled to the use of the Paradise Harbour Pool and Facilities area whether said family in residence be a lessee of said Condominium unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of the Paradise Harbour Pool and Facilities area, and said lessee's rights thereto shall be the same as though said lessee were the unit owner, and during the term of said lease, the unit owner and his family shall not be entitled to the use of the Paradise Harbour Pool and Facilities area.

The Condominium Association and its members agree that the concrete overhang on the West side of the general purpose building on the Paradise Harbour Pool and Facilities area encroaches upon this Condominium and said parties hereto agree that a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event said concrete overhang is partially or totally destroyed and then rebuilt, the parties hereto agree that such encroachment as is required due to reconstruction shall be permitted and a valid easement for said encroachment and the maintenance thereof shall exist. The South wall of the general purpose building on the Paradise Harbour Pool and Facilities area constitutes a portion of the North wall of the Condominium apartment building constructed on this Condominium and the North wall of said general purpose building may constitute a portion of the South wall of an apartment building constructed by the Developer, its successors and assigns, on the real property described as Parcel 3 in Article I. "U" of this Declaration and the Owner of Parcel 3, as described in Article I. "U" of this Declaration, may construct an apartment building on said Parcel 3 and use the North wall of said general purpose building as a portion of the South wall of said apartment building, and said walls shall be party walls as between the Developer herein, the Condominium Association herein and members thereof and their heirs, successors and assigns, and said parties hereby grant to each other, their heirs, successors and assigns, the continuing use of said walls as party walls and a continuing easement to all parties for said purposes, including the right to continue any encroachments caused thereby and the right of support for all structures and improvements supported by said party walls.

The Developer, its successors and assigns, shall have the right to construct an apartment building on the real property legally described as Parcel 3 in Article I. "U" in this Declaration; however, said apartment building shall not consist of more than seventy (70) apartments. The Paradise Harbour Pool and Facilities shall only be used for recreational purposes regardless of who owns the fee simple title to same and/or is entitled to the use of same as hereinafter provided until such time as the owners of the fee simple title of said Paradise Harbour Pool and Facilities and all parties entitled to use said facilities jointly agree otherwise. The Association and its members and the Developer as the owner of Parcel 3 aforesaid, and their heirs, successors and assigns, agree that they shall not have any right to bring any action for partition or division of the real property that constitutes the Paradise Harbour Pool and Facilities, and said parties do hereby waive said rights of partition or division of said Paradise Harbour Pool and Facilities until such time as the fee simple owners and all parties entitled to the use of said facilities jointly agree otherwise.

If the Developer constructs an apartment building on Parcel 3 aforesaid and submits same to Condominium ownership within three (3) years from the date of this Declaration, said Developer may declare the undivided one-half (1/2) interest in the fee simple title to Paradise Harbour Pool and Facilities, which is owned by it, to be a part of the common elements of said Condominium and, in such case, the Condominium Association referred to in Article IX of this

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Declaration shall be the Condominium Association responsible for the operation of said Condominium and the unit owners of said Condominium shall be members of said Association and they shall have the same rights and privileges as the initial members of said Association, i.e., unit owners of units created by virtue of the Declaration of Condominium of Paradise Harbour Condominium of North Palm Beach No. 1. If the Developer does not construct an apartment building upon Parcel 3 aforesaid and submit same to Condominium ownership and declare the Condominium Association specified in Article IX of this Declaration to be the Association responsible for the operation of the Condominium upon Parcel 3 aforesaid, within the time hereinbefore specified, the Developer covenants and agrees to execute a Quit Claim Deed in favor of the Association specified in Article IX of this Declaration as to its undivided one-half (1/2) interest in and to the Paradise Harbour Pool and Facilities and deliver same to the Grantee for recording in the Public Records of Palm Beach County, Florida, and said Developer covenants and agrees that, in such case, its interest in said Paradise Harbour Pool and Facilities shall be unencumbered and it will deliver said Deed to said Association forthwith unless it is advised in writing by said Association that the Association does not want to be the owner of said undivided one-half (1/2) interest in and to said Paradise Harbour Pool and Facilities. The provisions of this Article XVII shall be deemed covenants running with the land, i.e., all of the real property described or referred to in Article I, "U" of this Declaration of Condominium.

The undivided one-half (1/2) interest in and to the fee simple title to the Paradise Harbour Pool and Facilities as described as Parcel 2 in Article I of this Declaration shall be deemed a part of the common elements of this Condominium, i.e., Paradise Harbour Condominium of North Palm Beach No. 1.

If the Developer, its successors and assigns, constructs an apartment building upon the real property described as Parcel 3 in Article I, "U" in this Declaration which does not meet the requirements hereinbefore provided so that the apartment building constructed on said Parcel 3 is not declared to be a Condominium within the time provided herein, or the other conditions hereinbefore provided are not met, so that said apartment building constructed upon Parcel 3 does not include an undivided one-half (1/2) interest in and to the fee simple title to the Paradise Harbour Pool and Facilities, the Condominium Association specified in Article IX of this Declaration covenants and agrees and it shall be legally required, at the option of the Developer, its successors and assigns, to enter into an agreement with the owner and/or party responsible for the operation and management of the apartment building constructed on Parcel 3, whether it be a Condominium or not, whereby the owners and/or occupants of the units or apartments in said apartment building on Parcel 3 are entitled to the equal use and enjoyment of the Paradise Harbour Pool and Facilities. The term of such agreement shall be for not less than ninety-nine (99) years from the date of said agreement unless the parties thereto jointly agree otherwise. The agreement shall be prepared by the Association and it shall contain such matters as the Association shall determine in its sole discretion; however, the unit owners or occupants of the apartment building on said Parcel 3 shall be entitled to the equal use and enjoyment of said facilities to the same extent as are the unit owners and occupants of this Condominium and all Rules and Regulations as to said Paradise Harbour Pool and Facilities shall be the same as to all parties entitled to the use and enjoyment of said facilities.

The aforesaid agreement shall be duly recorded in the Public Records of Palm Beach County, Florida, at the cost and expense of the owners of Parcel 3, and where Parcel 3 is a Condominium its obligations under said agreement shall be declared to be common expenses of said Condominium pursuant to Florida Statute 711.21 and the Condominium Association specified in Article IX shall be entitled to a lien on said units on Parcel 3 and to enforce said lien in the same manner that it is entitled to a lien and to enforce said lien on the units contained in this Condominium, i.e., Paradise Harbour Condominium of North Palm Beach No. 1.

DECLARATION OF CONDOMINIUM

EXHIBIT "B"

PARCEL "A"

Together with a non-exclusive easement in common for road purposes for ingress and egress over and across the following described property, to wit:

A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF NORTH PALM BEACH, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the Easterly Right of Way line of U.S. Highway No. 1 with the North Right of Way line of Canal C-17; thence on an assumed bearing of due East, along said North Right of Way line, a distance of 771.63 feet; thence due North, a distance of 62.69 feet; thence North 80° West, a distance of 107 feet; thence North 10° West, a distance of 07.93 feet to the Point of Beginning; thence continue North 10° West, a distance of 26.32 feet to the beginning of a curve concave to the Southwest, having a radius of 20 feet and a central angle of 65°; thence Northwesterly, along the arc of said curve, a distance of 22.69 feet to the end of said curve; thence North 75° West, a distance of 104.57 feet; thence due West, a distance of 150.88 feet to the beginning of a curve concave to the Northeast, having a Radius of 75 feet and a distance of 79° 51'; thence Northerly, along the arc of said curve, a distance of 104.52 feet to the end of said curve; thence North 10° 07' East, a distance of 22.43 feet; thence North 65° 17' 10" East, a distance of 25.72 feet; thence South 10° 09' East, a distance of 26.52 feet to the beginning of a curve concave to the Northeast, having a radius of 50 feet and a central angle of 79° 51'; thence Southerly and Easterly, along the arc of said curve, a distance of 69.68 feet to the end of said curve; thence due East, a distance of 154.19 feet; thence South 75° East, a distance of 107.66 feet to the beginning of a curve concave to the Southwest, having a Radius of 45 feet and a central angle of 65°; thence Southeasterly, along the arc of said curve, a distance of 51.05 feet to the end of said curve; thence South 10° East, a distance of 25.32 feet; thence South 80° West, a distance of 25 feet to the POINT OF BEGINNING.

CONTAINING 10,864 Square feet

The above area is a portion of Paradise Harbour Boulevard.

EXHIBIT "B" (continued)

PARCEL "B"

Together with a non-exclusive easement in common for road purposes for ingress and egress over and across the following described property, to wit:

A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF HOOKER PALM BEACH, Palm Beach County, Florida, being part of MacArthur Drive and part of Anchorage Court as shown on the vacated sheet 12 of the plat of PALM BEACH LAKES NORTH LOT 12, as recorded in Plat Book 25, page 152, Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the North Right of Way line of Canal C-17 with the Easterly Right of Way line of U.S. Hwy. 1 as shown on said plat; thence on an assumed bearing of North 10° 09' 00" West, along said Easterly Right of Way line, a distance of 203.96 feet to the beginning of a curve concave to the East and having a Radius of 19,043.55 feet; thence Northwesterly, along the arc of said curve and through an angle of 0° 50' 58", a distance of 231.44 feet to the Point of Beginning; said Point of Beginning being a point of compound curvature with a curve concave to the Southeast, having a Radius of 25 feet and a central angle of 88° 47' 17"; thence Northwesterly, along the arc of said curve, a distance of 38.74 feet to the point of reverse curvature with a curve concave to the North, having a Radius of 1101.6 feet and a central angle of 9° 02' 21"; thence Northwesterly, along the arc of said curve, a distance of 173.77 feet to the end of said curve; thence North 70° 26' 44" East, along a line tangent to the preceding curve, a distance of 91.48 feet to the beginning of a curve concave to the South, having a Radius of 219.60 feet and a central angle of 5° 09' 20"; thence Northeasterly along the arc of said curve, a distance of 23.40 feet to the point of compound curvature with a curve concave to the Southwest, having a Radius of 25 feet and a central angle of 23° 14' 56"; thence Easterly and Southeasterly, along the arc of said curve, a distance of 40.69 feet to the end of said curve; thence South 10° 09' 00" East, along a line tangent to the preceding curve, a distance of 260.41 feet; thence North 66° 17' 10" East, a distance of 61.72 feet; thence North 10° 09' 00" West, a distance of 245.03 feet to the beginning of a curve concave to the Southwest, having a Radius of 85 feet and a central angle of 93° 14' 56"; Northwesterly and Southeasterly, along the arc of said curve, a distance of 137.97 feet to the point of compound curvature with a curve concave to the South, having a Radius of 279.60 feet and a central angle of 6° 09' 20"; thence Southwesterly, along the arc of said curve, a distance of 30.04 feet to the end of said curve; thence South 70° 26' 44" West, along a line tangent to the preceding curve, a distance of 91.48 feet to the beginning of a curve concave to the North, having a Radius of 1041.60 feet and a central angle of 6° 53' 25"; thence Southwesterly, along the arc of said curve, a distance of 161.62 feet to the point of compound curvature with a curve concave to the Northeast, having a Radius of 25 feet and a central angle of 91° 41' 12"; thence Southwesterly and Northwesterly along the arc of said curve, a distance of 40.01 feet to the said Easterly Right of Way line of U.S. Highway 1; said Right of Way line being a curve concave to the East and having a Radius of 19,043.55 feet; thence Southeasterly, along the arc of said curve and through an angle of 6° 19' 53", a distance of 110.14 feet to the POINT OF BEGINNING.

CONTAINING 40,985 Square feet, more or less
(0.94 Acres, more or less)

The above area is known as Anchorage Court and MacArthur Drive.

PARCEL "C". - as per Article XVIII.T of the Declaration of Condominium to which this Exhibit is attached. Said Parcel "C" is designated as Parcel 3 on Sheet 1 of Exhibit No. 1, which is attached to the aforesaid Declaration.

A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF HOOKER PALM BEACH, FLORIDA, said parcel being within the RIGHT-OF-WAY of Canal C-17, more particularly described as follows:

Commencing at the intersection of the Easterly RIGHT-OF-WAY line of U.S. Highway 1, with the North RIGHT-OF-WAY line of Canal C-17; thence on an assumed bearing of due East, along the said North RIGHT-OF-WAY line, a distance of 942.63 feet to the Point of Beginning; thence continue due East, along said North RIGHT-OF-WAY line, a distance of 322.17 feet to Bulkhead line on the waters of Lake Worth; thence Southeasterly, along said bulkhead line, a distance of 30.48 feet more or less to the face of an existing concrete bulkhead; thence Westerly along the face of said bulkhead, a distance of 327.54 feet more or less; thence due North, a distance of 30 feet more or less to the Point of Beginning.

DECLARATION OF CONDOMINIUM

EXHIBIT "B"

PARCEL "A"

Together with a non-exclusive easement in common for road purposes for ingress and egress over and across the following described property, to wit:

A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF NORTH PALM BEACH, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the Easterly Right of Way line of U.S. Highway No. 1 with the North Right of Way line of Canal C-17; thence on an assumed bearing of due West, along said North Right of Way line, a distance of 771.63 feet; thence due North, a distance of 62.69 feet; thence North 80° West, a distance of 107 feet; thence North 10° West, a distance of 67.93 feet to the Point of Beginning; thence continue North 10° West, a distance of 26.32 feet to the beginning of a curve concave to the Southwest, having a radius of 20 feet and a central angle of 65°; thence Northwesterly, along the arc of said curve, a distance of 22.69 feet to the end of said curve; thence North 75° West, a distance of 104.57 feet; thence due West, a distance of 150.88 feet to the beginning of a curve concave to the Northeast, having a Radius of 75 feet and a central angle of 79° 51'; thence Westerly and Northerly, along the arc of said curve, a distance of 104.52 feet to the end of said curve; thence North 10° 07' West, a distance of 22.43 feet; thence North 66° 17' 10" East, a distance of 25.72 feet; thence South 10° 09' East, a distance of 26.52 feet to the beginning of a curve concave to the Northeast, having a radius of 50 feet and a central angle of 79° 51'; thence Southerly and Easterly, along the arc of said curve, a distance of 69.68 feet to the end of said curve; thence due East, a distance of 154.19 feet; thence South 75° East, a distance of 107.06 feet to the beginning of a curve concave to the Southwest, having a Radius of 45 feet and a central angle of 65°; thence Southeasterly, along the arc of said curve, a distance of 51.05 feet to the end of said curve; thence South 10° East, a distance of 25.32 feet; thence South 60° West, a distance of 25 feet to the POINT OF BEGINNING.

CONTAINING 10,864 Square feet

The above area is a portion of Paradise Harbour Boulevard.

EXHIBIT "B" (continued)

PARCEL "B"

Together with a non-exclusive easement in common for road purposes for ingress and egress over and across the following described property, to wit:

A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF WENNA PALM BEACH, Palm Beach County, Florida, being part of MacArthur Drive and part of Anchorage Court as shown on the vacated sheet #2 of the plat of PALM BEACH LAKE NORTH BEACH AS RECORDED IN PLAT BOOK 25, page 159, Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the North Right of Way line of Canal C-17 with the Easterly Right of Way line of U.S. Hwy. #1 as shown on said plat; thence on an assumed bearing of North 10° 09' 00" West, along said Easterly Right of Way line, a distance of 203.96 feet to the beginning of a curve concave to the East and having a Radius of 19,043.55 feet; thence Northwesterly, along the arc of said curve and through an angle of 0° 50' 58", a distance of 231.44 feet to the Point of Beginning; said Point of Beginning being a point of compound curvature with a curve concave to the Southeast, having a Radius of 25 feet and a central angle of 88° 47' 17"; thence Northwesterly, along the arc of said curve, a distance of 38.74 feet to the point of reverse curvature with a curve concave to the North, having a Radius of 1101.6 feet and a central angle of 9° 02' 21"; thence Northwesterly, along the arc of said curve, a distance of 173.77 feet to the end of said curve; thence North 70° 26' 44" East, along a line tangent to the preceding curve, a distance of 91.48 feet to the beginning of a curve concave to the South, having a Radius of 219.60 feet and a central angle of 5° 09' 20"; thence Northwesterly along the arc of said curve, a distance of 23.40 feet to the point of compound curvature with a curve concave to the Southwest, having a Radius of 25 feet and a central angle of 93° 14' 50"; thence Easterly and Southeasterly, along the arc of said curve, a distance of 40.69 feet to the end of said curve; thence South 10° 09' 00" East, along a line tangent to the preceding curve, a distance of 260.41 feet; thence North 66° 17' 10" East, a distance of 61.72 feet; thence North 10° 09' 00" West, a distance of 245.03 feet to the beginning of a curve concave to the Southwest, having a Radius of 95 feet and a central angle of 93° 14' 56"; Northwesterly and Southeasterly, along the arc of said curve, a distance of 137.97 feet to the point of compound curvature with a curve concave to the South, having a Radius of 279.60 feet and a central angle of 6° 09' 20"; thence Southwesterly, along the arc of said curve, a distance of 30.04 feet to the end of said curve; thence South 70° 26' 44" West, along a line tangent to the preceding curve, a distance of 91.48 feet to the beginning of a curve concave to the North, having a Radius of 1041.60 feet and a central angle of 8° 53' 25"; thence Southwesterly, along the arc of said curve, a distance of 161.62 feet to the point of compound curvature with a curve concave to the Northeast, having a Radius of 25 feet and a central angle of 91° 41' 12"; thence Southwesterly and Northwesterly along the arc of said curve, a distance of 40.01 feet to the said Easterly Right of Way line of U.S. Highway #1, said Right of Way line being a curve concave to the East and having a Radius of 19,043.55 feet; thence Southeasterly, along the arc of said curve and through an angle of 0° 19' 53", a distance of 110.14 feet to the POINT OF BEGINNING.

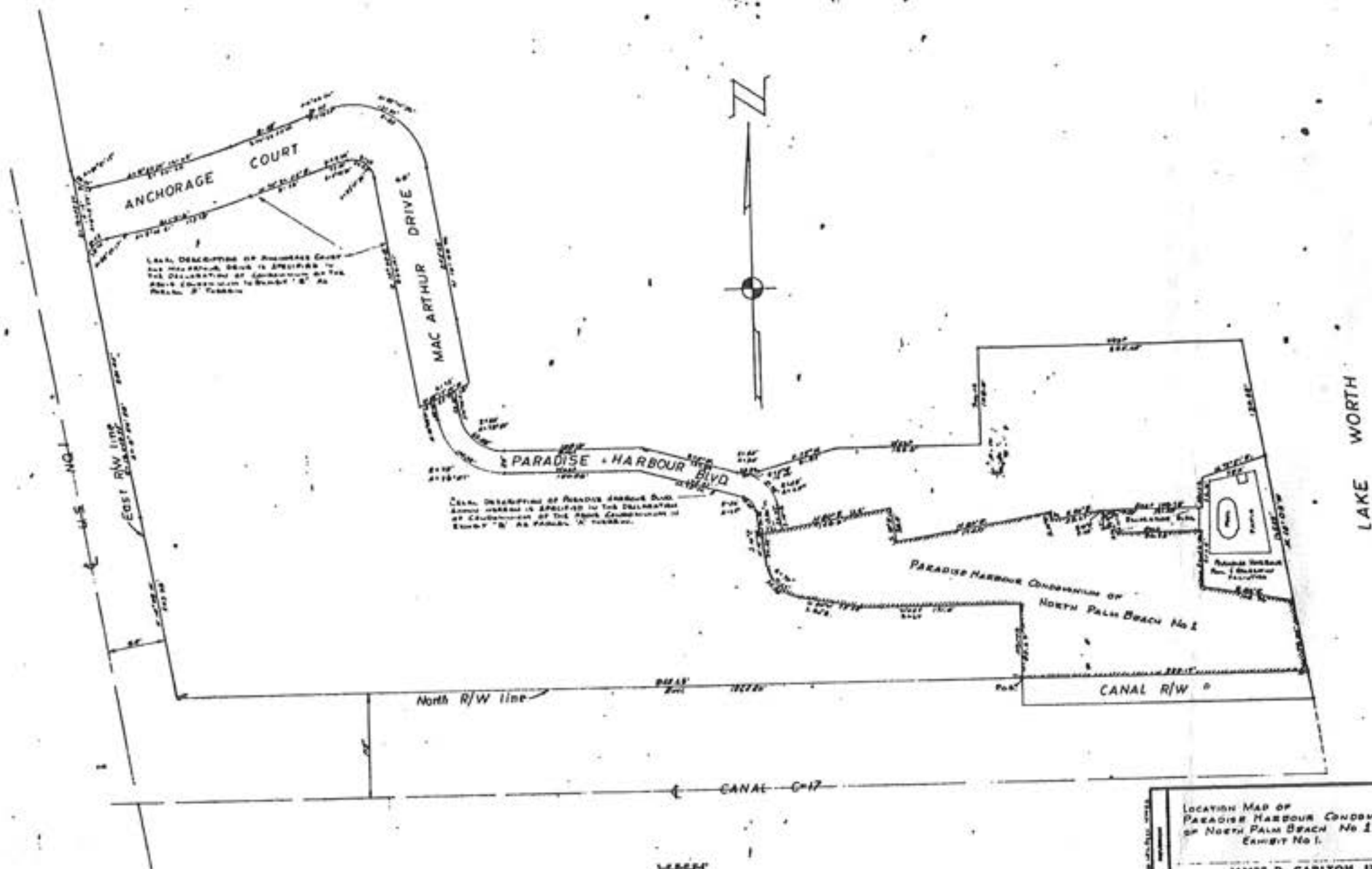
CONTAINING 40,985 Square feet, More or less
(0.94 Acres, more or less)

The above area is known as Anchorage Court and MacArthur Drive.

PARCEL "C" - as per Article XVIII.T of the Declaration of Condominium to which this Exhibit is attached. Said Parcel "C" is designated as Parcel 3 on Sheet 1 of Exhibit No. 1, which is attached to the aforesaid Declaration.

A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF WENNA PALM BEACH, FLORIDA, said parcel being within the RIGHT-OF-WAY of Canal C-17, more particularly described as follows:

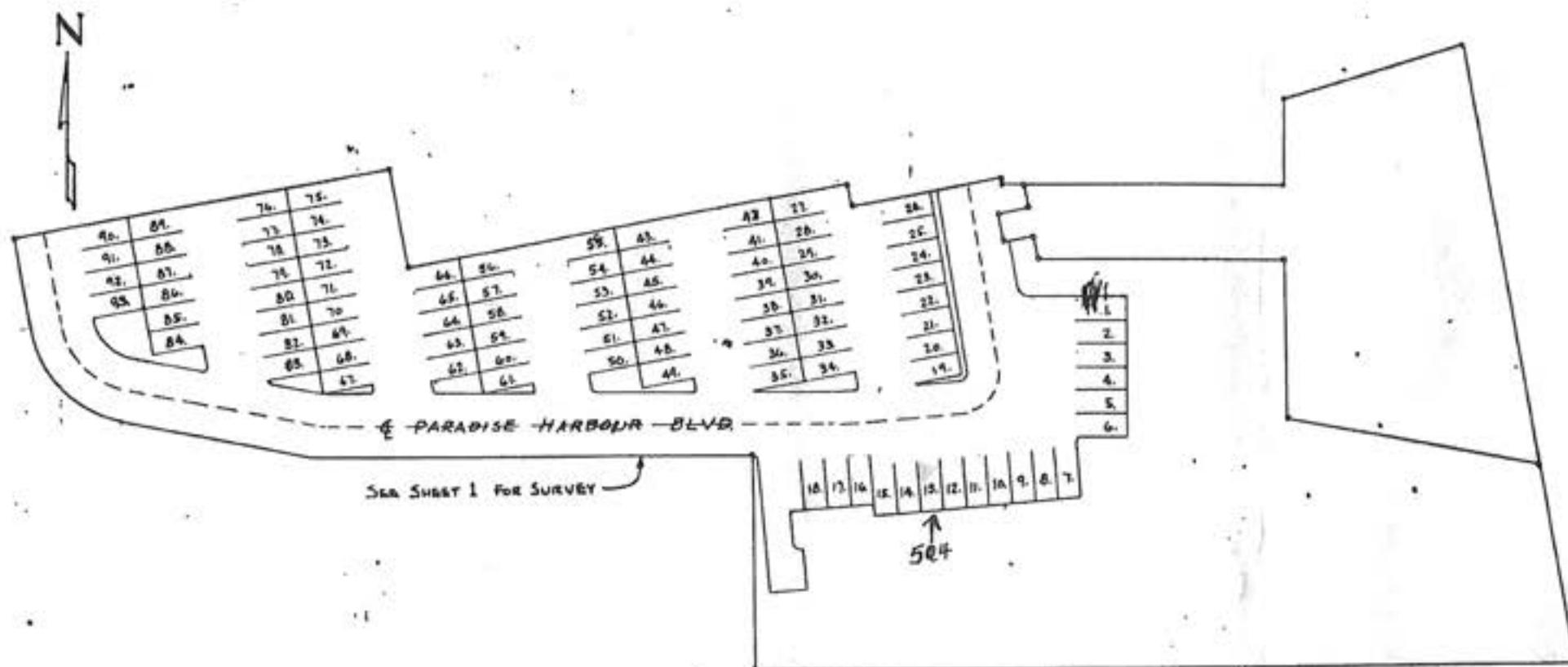
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LOCATION MAP OF
PARADISE HARBOUR CONDOMINIUM
OF NORTH PALM BEACH No. 1
EXHIBIT No. 1.

JAMES D. CARLTON, INC.
REGISTERED ENGINEERS & LAND SURVEYORS

DATE: 1/1/77
BY: JDC
CHECKED: JDC
APPROVED: JDC



INDIVIDUAL PARKING AREA DESIGNATIONS
PARADISE HARBOUR CONDOMINIUM
OF NORTH PALM BEACH NO. 1

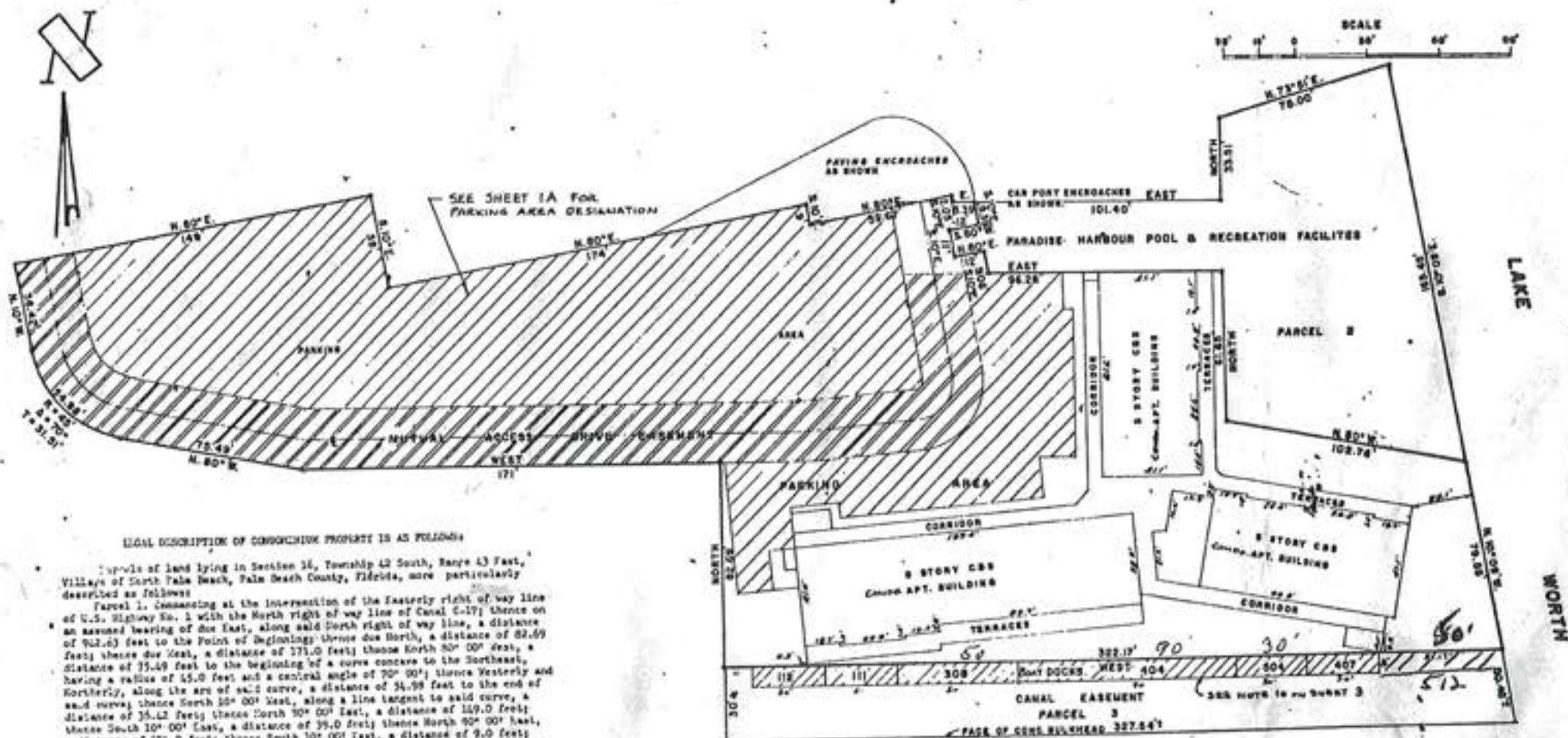
DATE 5/9/91 SCALE 1" = 50' PLAT BOOK NO. 100000
JAMES D. CARLTON, INC.
REGISTERED ENGINEERS & LAND SURVEYORS

I HEREBY CERTIFY that the plat above shown is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and there are no errors or omissions.

Registered Land Surveyor
Florida Certificate No.
100000 1A 00 0

PARADISE HARBOUR CONDOMINIUM OF NORTH PALM BEACH NO. 1

EXHIBIT NO. 1



LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY IS AS FOLLOWS:

Top-view of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida, more particularly described as follows:

Parcel 1. Commencing at the intersection of the easterly right of way line of U.S. Highway No. 1 with the North right of way line of Canal C-17; thence on an assumed bearing of due East, along said North right of way line, a distance of 942.63 feet to the Point of Beginning; thence due North, a distance of 82.69 feet; thence due West, a distance of 171.0 feet; thence North 30° 00' East, a distance of 35.49 feet to the beginning of a curve concave to the Southeast, having a radius of 15.0 feet and a central angle of 70° 00'; thence Westerly and Northerly, along the arc of said curve, a distance of 34.99 feet to the end of said curve; thence North 10° 00' East, along a line tangent to said curve, a distance of 35.12 feet; thence North 30° 00' East, a distance of 119.0 feet; thence South 10° 00' East, a distance of 35.0 feet; thence North 40° 00' East, a distance of 175.0 feet; thence South 10° 00' East, a distance of 9.0 feet; thence South 30° 00' East, a distance of 39.67 feet; thence South 10° 00' East, a distance of 2.05 feet; thence due East, a distance of 8.39 feet; thence South 10° 00' East, a distance of 9.39 feet; thence South 80° 00' West, a distance of 12.0 feet; thence South 10° 00' East, a distance of 11.0 feet; thence North 30° 00' East, a distance of 12.0 feet; thence South 10° 00' East, a distance of 9.0 feet; thence due East, a distance of 96.28 feet; thence due South, a distance of 51.55 feet; thence South 40° 00' East, a distance of 102.74 feet to the line of said bulkhead line on the waters of Lake North; thence South 10° 00' East, along said bulkhead line, a distance of 73.55 feet to the North right of way line of Canal C-17; thence due East, along said North right of way line, a distance of 322.17 feet to the Point of Beginning.

Parcel 2. A. undivided 1/2 interest in and to the Paradise Harbour Pool and Facilities - shown on Sheet 12, which is legally described as follows:

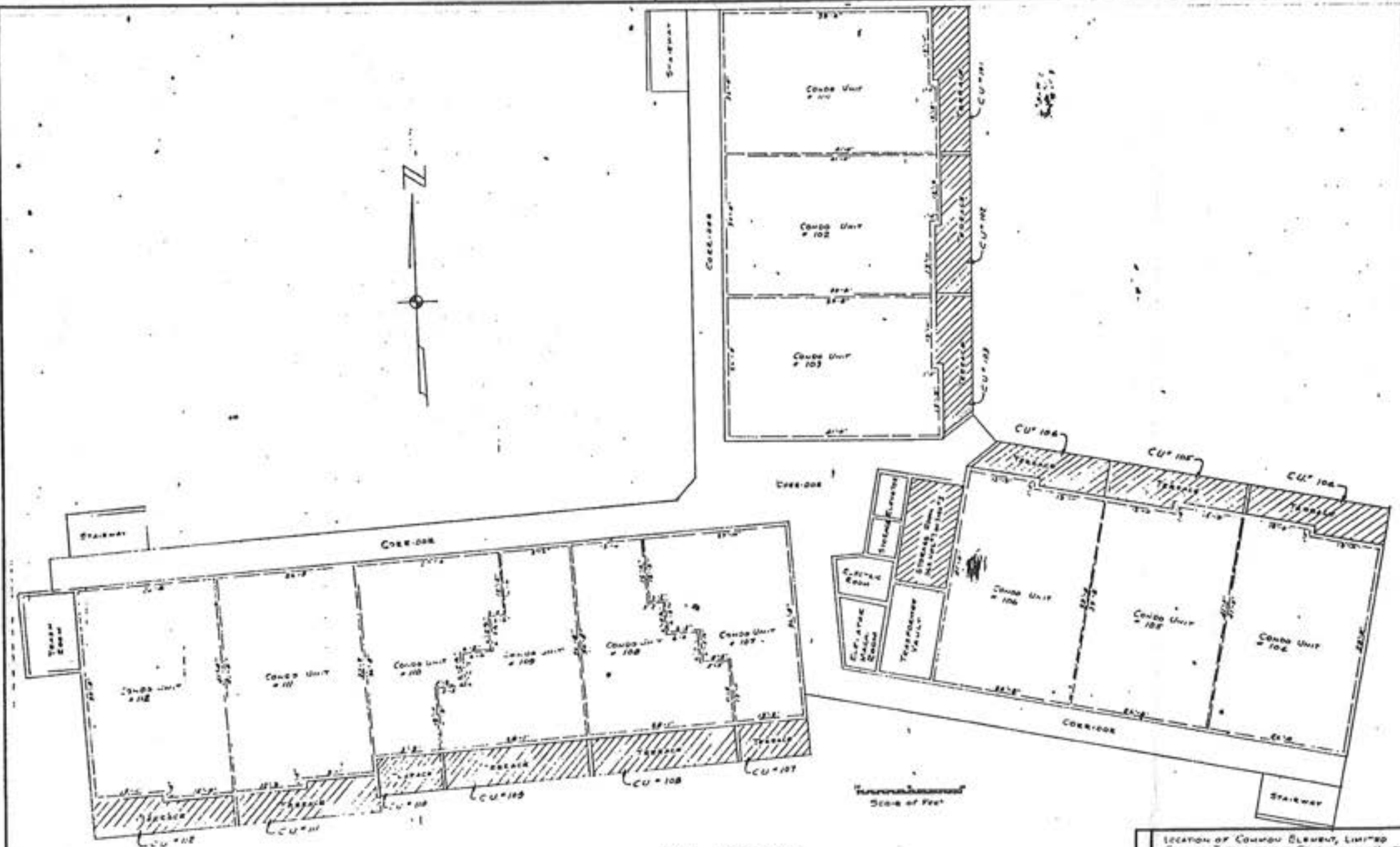
Commencing at the intersection of the easterly right of way line of U.S. Highway No. 1 with the North right of way line of Canal C-17; thence on an assumed bearing of due East, along said North right of way line, a distance of 1254.90 feet to the bulkhead line; thence North 10° 00' West along said bulkhead line, a distance of 79.55 feet to the Point of Beginning; thence North 80° West, a distance of 102.74 feet; thence due North, a distance of 51.55 feet; thence due East, a distance of 96.28 feet; thence North 10° West, a distance of 9.0 feet; thence South 80° West, a distance of 12 feet; thence North 10° East, a distance of 11 feet; thence North 80° East, a distance of 101.40 feet; thence due North, a distance of 33.51 feet; thence North 73° 51' East, a distance of 75 feet to said bulkhead line; thence South 10° 00' East, along said bulkhead line, a distance of 165.45 feet to the Point of Beginning.

PARCEL 3. Pursuant to Article XXVIII of the Declaration of Condominium, of the above Condominium, the following described real property, to wit:

Commencing at the intersection of the easterly right of way line of U.S. Highway No. 1, with the North right of way line of Canal C-17; thence on an assumed bearing of due East, along the said North right of way line, a distance of 942.63 feet to the Point of Beginning; thence due North, a distance of 82.69 feet to bulkhead line on the waters of Lake North; thence Southwesterly, along said bulkhead line, a distance of 30.18 feet more or less to the face of an existing concrete bulkhead; thence Westerly along the face of said bulkhead, a distance of 327.54 feet more or less; thence due North, a distance of 30 feet more or less to the Point of Beginning. The foregoing is subject to easements as shown in Exhibit No. 1 and subject to the Declaration of Condominium of the above Condominium.

CANAL C-17

SURVEY OF		THE HEREIN DESCRIBED PROPERTY, VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FLORIDA	
DATE	8/18/70	SCALE	1" = 30'
REGISTERED ENGINEERS & LAND SURVEYORS		JAMES D. CARLTON, INC.	
I HEREBY CERTIFY that the attached herein is a true and correct representation of a survey made under my direction and that said survey is accurate to the best of my knowledge and belief, and that my seal is hereunto, except as shown.			
SHEET 1 OF 2		SHEET 1 OF 2	



1st FLOOR PLAN

Plan Elevation 104
Carrying Capacity 16.75

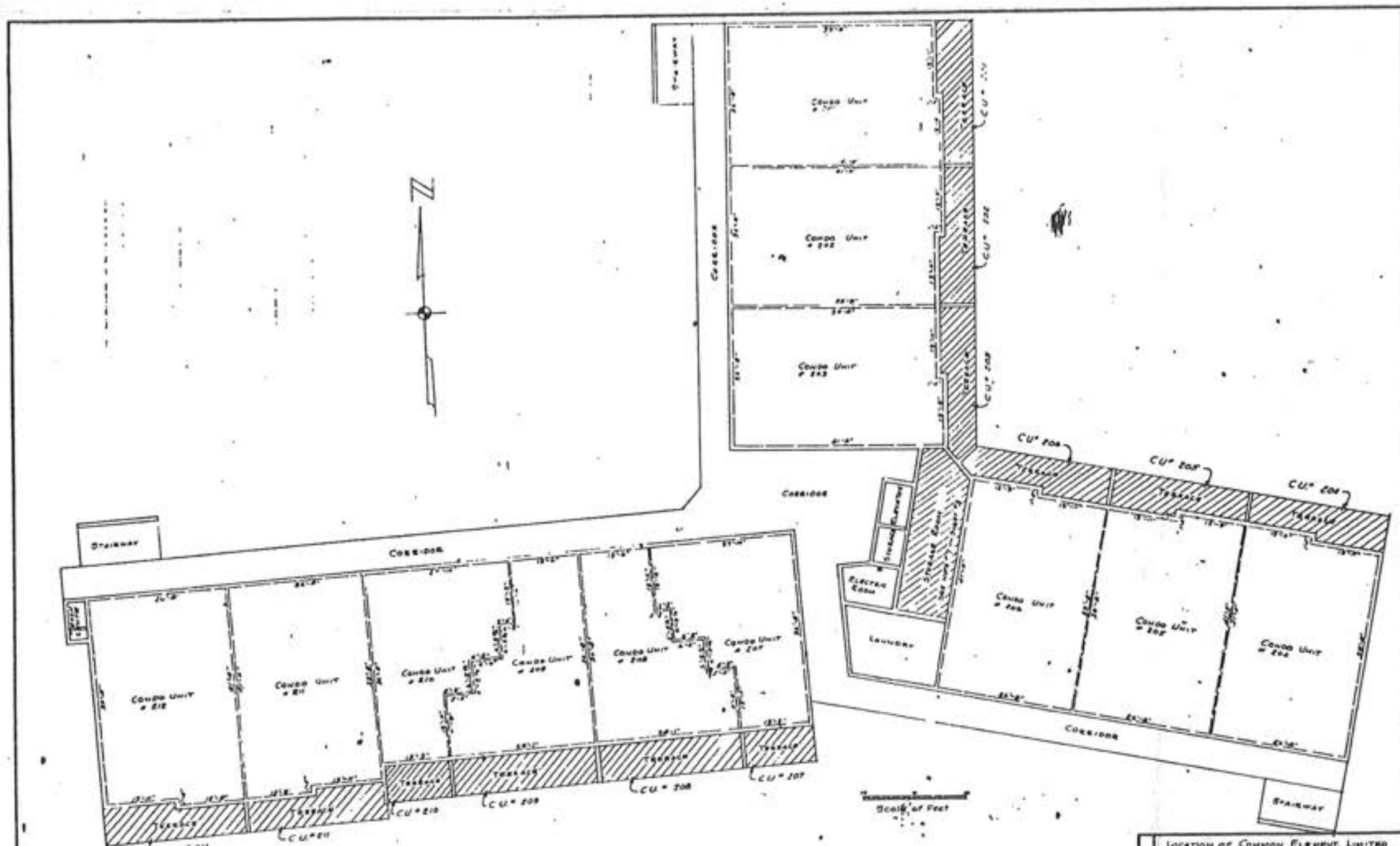
LOCATION OF COMMON ELEMENTS, LIMITED
COMMON ELEMENTS AND CONDOMINIUM UNITS
PARADISE HARBOUR CONDOMINIUM
ON NORTH PALM BEACH, No. 1

EXHIBIT No. 1

JAMES D. CARLTON, INC.

REGISTERED ENGINEERS & LAND SURVEYORS

DATE: 10/1/79
BY: JDC
CHECKED BY: JDC
APPROVED BY: JDC
SCALE: 1" = 10'

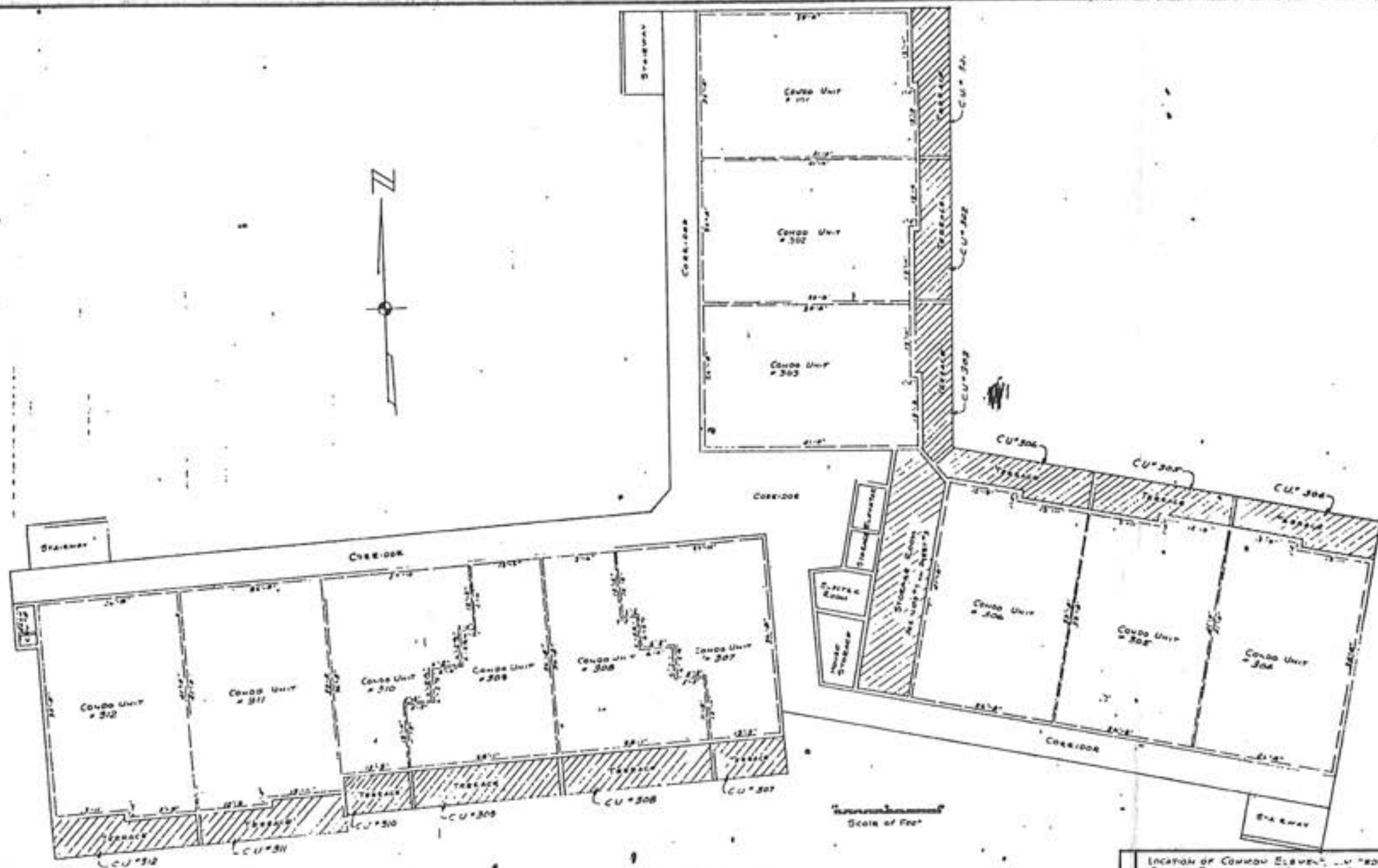


2ND-FLOOR PLAN
 Floor Elevation: 15.75
 Ceiling Elevation: 16.00

LOCATION OF COMMON ELEMENTS, LIMITED
 COMMON ELEMENTS AND CONDOMINIUM UNITS
 PARADISE HARBOUR CONDOMINIUM
 OF NORTH PALM BEACH, NO. 1

EXHIBIT No. 1
 JAMES D. CARLTON, INC.
 REGISTERED ENGINEERS & LAND SURVEYORS

DATE: JULY 1980
 SCALE: 1/4" = 1'-0"



3RD FLOOR PLAN

Floor Elevation: 25.50
Ceiling Elevation: 25.80

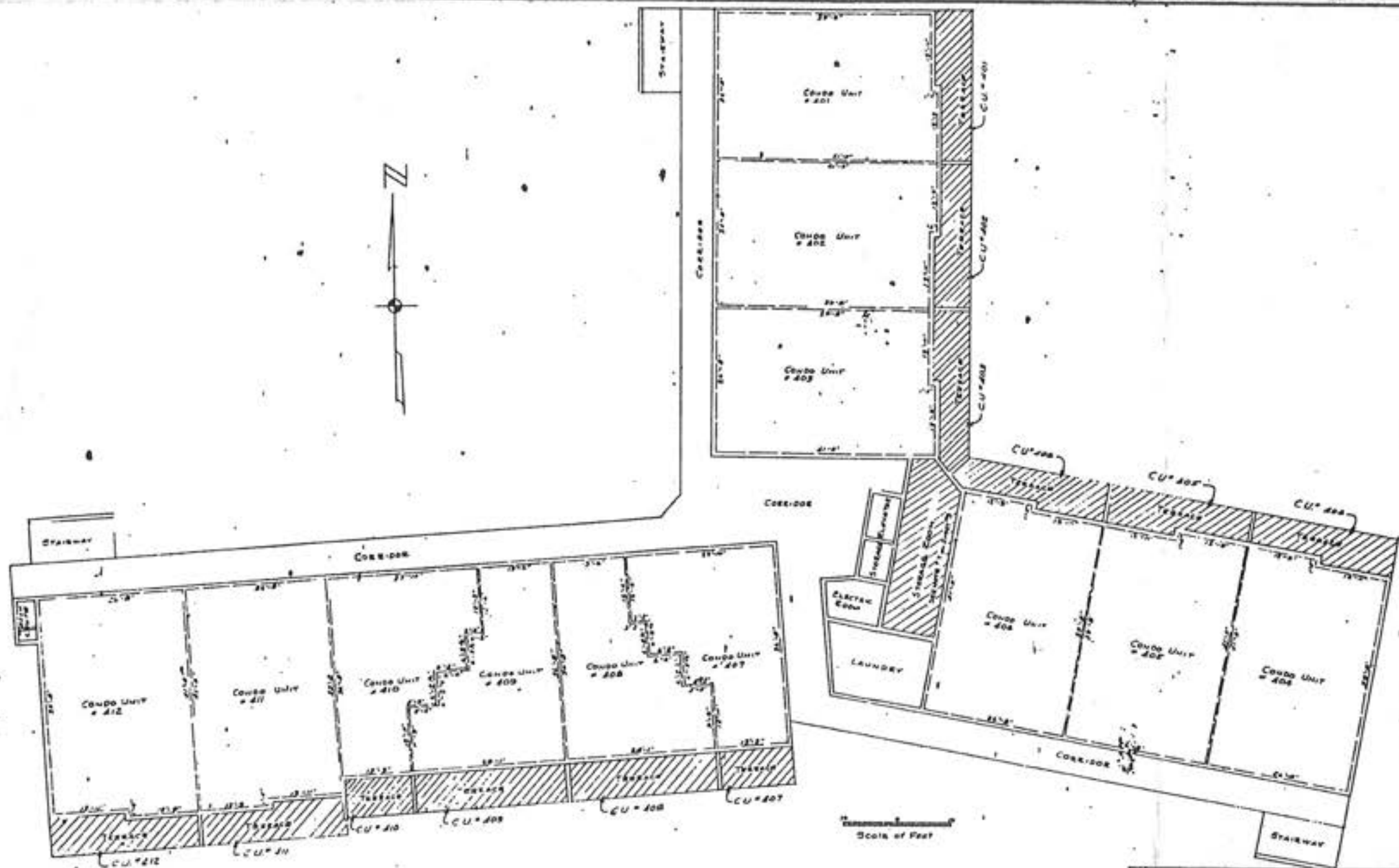
LOCATION OF COMMON ELEMENTS AND CONDO UNIT IN PARADISE HARBOUR CONDOMINIUM OF NORTH PALM BEACH, NO. 1

EXP. 8-1-80

JAMES D. CARLTON, INC.

REGISTERED ENGINEERS & LAND SURVEYORS

FOR THE PROJECT: PARADISE HARBOUR CONDOMINIUM OF NORTH PALM BEACH, NO. 1
DATE: 1-1-80
BY: J.D.C.



LOCATION OF COMMON ELEMENT, LIMITED
COMMON ELEMENTS AND CONDOMINIUM UNIT
PARADISE HARBOUR CONDOMINIUM
OF NORTH PALM BEACH, NO. 1

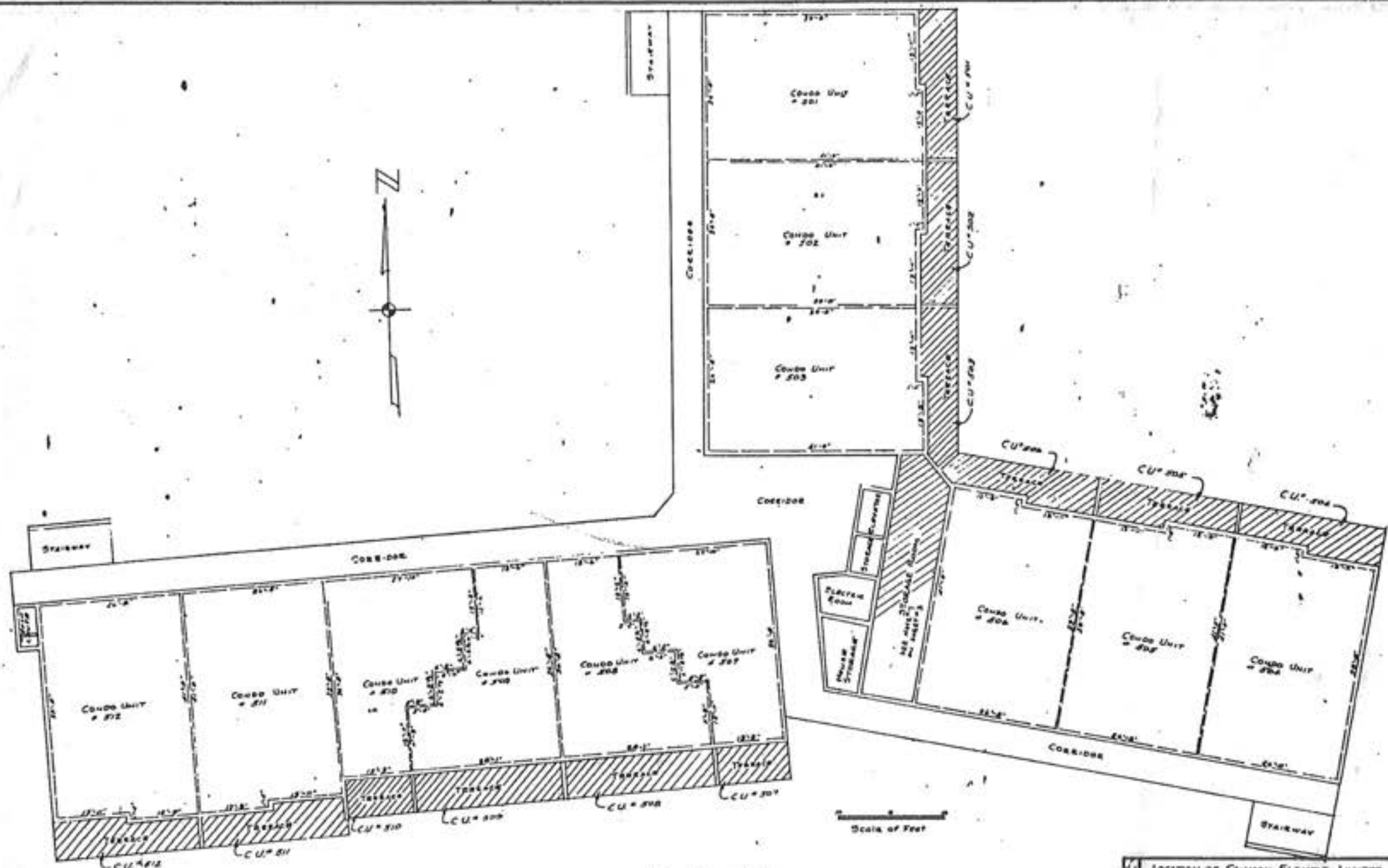
EXHIBIT No. 1

JAMES D. CARLTON, INC.

REGISTERED ENGINEERS & LAND SURVEYORS

DATE: JULY 1970 BY: JDC/PLD
SCALE: AS SHOWN ON PLANS
GRAPHIC: YES

PAGE 2 OF 2



5TH FLOOR PLAN

Floor Elevation = 48.29
Ceiling Elevation = 48.27

LOCATION OF COMMON ELEMENTS, LIMITED
COMMON ELEMENTS AND CONDOMINIUM UNIT
PARADISE HARBOUR CONDOMINIUM
OF NORTH PALM BEACH, No. 1

EXHIBIT No. 1

JAMES D. CARLTON, INC.

REGISTERED ENGINEERS & LAND SURVEYORS

DATE	BY	CHECKED	DATE
JULY 1970	J.D.C.	J.D.C.	JULY 1970
GRAPHIC	1:25	1:25	1:25

The two owner declarers making the Declaration of Condominium to which this exhibit is attached, hereby declare all the streets, roads, drives, courts, boulevards, and unimproved drive easements, shown on this exhibit, dedicated for such purposes to the use of themselves, their successors, heirs, administrators, assigns, licensees and invitees, jointly and in common, and to the use of no others, provide however, that no easement is hereby created in said streets, roads, drives, courts, boulevards and unimproved drive easements, to the benefit of themselves and of the owners of adjoining and abutting land, their successors, heirs, administrators, assigns, licensees, and invitees, jointly and in common. The term "adjoining and abutting land", as used herein is hereby defined to mean only:

A parcel of land lying in Section 16, Township 42 South, Range 43 East, VILLAGE OF NORTH PALM BEACH, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the easterly right of way line of U.S. Highway No. 1 with the North right of way line of Canal C-37; thence on an assumed bearing of due East, along said North right of way line, a distance of 942.61 feet to the Point of Beginning; thence continue due East, a distance of 322.17 feet to the Bulkhead line on the waters of Lake Worth; thence North 20° 09' West, along said Bulkhead line, a distance of 375.98 feet; thence due West, a distance of 295.05 feet; thence due South, a distance of 308 feet; thence due West, a distance of 360 feet; thence South 75° West, a distance of 91.82 feet to the beginning of a curve concave to the North, having a radius of 55 feet and a central angle of 30°; thence westerly, along the arc of said curve, a distance of 28.80 feet to the end of said curve; thence South 75° East, along the tangent line to said curve, a distance of 16.06 feet to the beginning of a curve concave to the Southwest, having a radius of 43 feet and a central angle of 65°; thence Southwesterly, along the arc of said curve, a distance of 51.05 feet to the end of said curve; thence South 10° East, along a line tangent to said curve, a distance of 26.32 feet; thence South 80° West, a distance of 25 feet; thence South 10° East, a distance of 36.43 feet to the beginning of a curve concave to the Northeast, having a radius of 45 feet and a central angle of 70°; thence Southeasterly and Easterly, along the arc of said curve, a distance of 54.98 feet to the end of said curve; thence South 80° East, along a line tangent to said curve, a distance of 75.49 feet; thence due East, a distance of 331 feet; thence due South, a distance of 82.69 feet to the Point of Beginning.

Notwithstanding the foregoing, HUTCHISS CONSTRUCTION CO., INC. shall have the right to grant the above easements to such other persons as it determines in its sole discretion.

The easements shown on this exhibit are hereby dedicated for such purposes. The real property submitted to Condominium ownership described herein and including the easement areas shown on the exhibit, are subject to utility easements, including those for sewer, water and electricity, which said utility easements shall be over across and under these areas herein or hereinafter designated by the Corporation below in its sole discretion, and said utility easements, when designated, shall be ipso facto, dedicated for their respective purposes.

All of the easements for utilities herein dedicated shall burden the lands for the benefit of each of the owners thereof, and the benefit of each Condominium owner, their heirs, successors and assigns, as shown on this exhibit. Said easements shall carry with them the right of access to all utility lines and equipment installed therein, in reasonable manner and at reasonable time for repair, replacement, enlargement, alteration, addition, correction, or such other servicing, as may be necessary or proper.

All of the aforesaid easements may be terminated, in whole or in part, prior to December 31, 2049, and thereafter, changed or relocated upon the joint consent of the undersigned corporation, its successors, and assigns, and the owners of all the lands described herein above. Except where all portions of said lands shall have been submitted to condominium ownership, as provided in Florida Statutes, Chapter VII, the Condominium Association(s), responsible for the operation and management of said condominium are irrevocably appointed and authorized by the condominium parcel owners to execute said instrument and the execution of said instrument by the condominium parcel owners shall not be required. HUTCHISS CONSTRUCTION CO., INC. shall have the right to grant additional utility and drainage easements over the real property submitting the condominium ownership by virtue of the Declaration of Condominium to which this exhibit is attached and to grant such utilities and drainage easements to such persons as it determines in its sole discretion as provided in and pursuant to the aforesaid Declaration of Condominium and upon its terminating said rights, the joint consent of the parties previously designated in this paragraph shall be required to grant such additional drainage and utility easements.

The foregoing shall be deemed to be included in the Declaration of Condominium to which the exhibit is attached, just as though it was set forth therein.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this 16th day of May, 1977.

In the presence of:

Theresa C. Connel
Patricia J. H. H.

HUTCHISS CONSTRUCTION CO., INC.

Bruce H. Hutchiss
President

MINOR SUBDIVISION OF Condominium Property of PARADISE HARBOUR CONDOMINIUM OF NORTH PALM BEACH, FLA. 1 (See legal description on Sheet No. 1 of this Exhibit No. 1).

CERTIFICATION The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certify that the Declaration of Condominium to which this exhibit is attached and these surveys marked Exhibit Number 1 are a correct representation of the improvements described and there can be determined therefrom the identification, location, dimensions, and size of the Condominium Units, limited common elements and common elements therein.

JAMES D. CARLTON, INC.

Clayton P. Knapke

Clayton P. Knapke
Registered Land Surveyor
Florida Certificate No. 1811

NOTES:

- Each "Condominium Unit" consists of the space bounded by a vertical projection of the "Condominium Unit" boundary lines shown and by the horizontal planes of the floor and ceiling elevations noted herein.
- Elevations shown herein are expressed in feet and refer to U.S.C. & G.S. datum (mean sea level).
- All angles of a "Condominium Unit" are 90 degrees.
- All exterior walls are 0.80 feet.
- Each "Condominium Unit" is identified by a number as shown on the subsequent pages to this Exhibit.

Legend:

- Indicates Boundary line of Condominium Units.
- Indicates Common Elements and Structure Boundaries.
- ////// Indicates Limited Common Elements.
- Condo Unit & C.V. Indicates "Condominium Unit"
- ////// Indicates Mutual Access Drive Easements.

- Storage Rooms designated as Limited Common Elements and referred to this note contain individual lockers (or bins) and specific lockers (or bins) will be assigned to "Condominium Unit" owners by the Condominium Association.
- Parking spaces are uncovered and they are numbered and located in the areas designated as "Parking Area" as set forth in this exhibit and individual parking spaces as shown on sheet 1A are to be assigned pursuant to the Declaration of Condominium.
- All structural components of the building protruding into the "Condominium Units" are Common Elements.
- Roof Decks shown and identified on Sheet 1 of this Exhibit, or subsequently constructed and identified by the Developer within Parcel 3 described on Sheet 1 of this Exhibit, pursuant to Article IV B, of the Declaration of Condominium to which this Exhibit is attached, shall be assigned by the Developer and the exclusive use thereof shall be that of the Condo Unit to which said deck is assigned pursuant to Article IV B of the aforesaid Declaration.
- All rooms designated as storage or house storage which are not noted as limited common elements shall be used for the benefit of the Condominium as determined by the Condominium Association.
- Boat Docks shown on sheet 1 are built as of the date of this exhibit.

PARADISE HARBOUR CONDOMINIUM
OF NORTH PALM BEACH, NO. 1

DATE: _____ SCALE: _____ PLAT BOOK NO. _____ PAGE NO. _____

JAMES D. CARLTON, INC.
REGISTERED ENGINEERS & LAND SURVEYORS

SHEET 3 OF 8