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DECLARATION OF CONDOMINIUM
OF
THE ENVOY, A CONDOMINIUM

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Prepared By And
Return To:

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PEB:lkp
10/26/83

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DECLARATION OF CONDOMINIUM

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ARTICLE I.

INTRODUCTION AND PURPOSE

This Declaration made this 19th day of December, 1983, by Kings Point Development Group (West Palm Beach), a Texas Partnership, hereinafter referred to as "Property Owner", for itself, its successors, grantees and assigns, and Coastal Properties Inc., a Michigan Corporation authorized to do business in the State of Florida, hereinafter referred to as "Developer" for itself, its successors, grantees and assigns.

The Property Owner and Developer makes the following declarations:

A. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, Condominium Act, hereinafter referred to as "Condominium Act".

B. Name and Address. The name by which this condominium is to be identified is The Envoy, a Condominium and its address is 2450 Presidential Way, West Palm Beach, Florida.

C. The Land. The land owned in fee simple by the Property Owner which by this instrument is submitted to the condominium form of ownership is in Palm Beach County and more particularly described as follows:

Lot 3, Plat II, The President Country Club, according to the Plat thereof as recorded in Plat Book 29 at Pages 113 and 114, Public Records of Palm Beach County, Florida.

ARTICLE II.

DEFINITIONS

The terms used in this Declaration and in its exhibits and all amendments hereto shall have the meanings stated in the Condominium Act as constituted on the date of this Declaration, and as follows, unless the context otherwise requires:

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A. 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.

B. Association means the Florida non-profit corporation responsible for the operation of the condominium and designated as The Envoy Condominium Association, Inc. and its successors.

C. Board of Administration means the Board of Directors or other representative body responsible for the administration of the Association.

D. By-Laws means the By-Laws of the Association specified in Paragraph "B" as they exist and may be, from time to time amended.

E. Common Elements means the portion of the condominium property to include the tangible personal property not included in the units.

F. Common Expenses means the expenses for which the Unit Owners are liable to the Association. Common expenses shall include, but shall not be limited, to the expenses enumerated in Article IX B.

G. Common Surplus means the excess of all receipts of the Association, over and above the amount of common expenses of the Association.

H. 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, an undivided share in the common elements.

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

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

K. Condominium Unit or Unit means a part of the condominium property which is subject to private ownership.

L. Corporation means and refers to an entity other than a natural person who is the owner of a condominium unit.

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M. Declaration, or Declaration of Condominium means this instrument and all exhibits attached hereto, and as it may be, from time to time, amended.

N. Institutional Mortgagee means either a bank, savings and loan association, insurance company, union pension fund, real estate investment trust (as that entity is defined and qualifies under the Internal Revenue Code), an agency of the United States Government, or the Developer, its grantees, successors and assigns.

O. Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units and the Limited Common Elements which are shown and located on the drawings attached hereto as Exhibits "A" and "B".

P. Occupant means the person or persons other than the record title holder of a unit in possession of a unit.

Q. Singular, Plural or Gender means whenever the context so requires the use of the plural shall include the singular, and the singular the plural, and the use of any gender shall be deemed to include all genders.

R. Unit Owner or Owner of Unit or Parcel Owner means the owner of a condominium parcel.

S. Terrace means and includes the area immediately adjacent to the condominium units and referred to as either a patio or balcony on the condominium property drawings attached to this Declaration as Exhibits "A" and "B".

ARTICLE III.

DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS

A. General Description of Improvements. The condominium property will consist essentially of one (1) multi-story condominium apartment building together with an automobile parking area, lawn and landscaping, a pool, a pool deck, shuffleboard, tennis courts, and related facilities. The condominium building has nineteen (19) floors. Eight (8) units shall be located on each floor except the lobby or first floor. The lobby or first floor shall contain four (4) units. Each condominium unit shall be identified by a number and no unit shall bear the same identifying number as any other unit.

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B. Plan and Specifications. The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by Norman H. Ziegelman Architects, Inc., and are designated as Job No. 7907.

C. Survey and Plot Plans of Condominium Property. The survey of the condominium property showing the land and improvements thereon is attached hereto as Exhibit "A". The plot plans for the various floors (stories) of the condominium building are attached hereto as Exhibit "B".

D. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimeter boundary:

(a) Upper Boundaries - the plane of the undecorated finished ceiling. If any unit contains a room in which the ceiling is raised above the level of the ceiling in the rest of the unit, the ceiling shall include the vertical surface connecting the raised ceiling with the ceiling of the remaining portion of the unit, and the upper boundary shall include the plane of the undecorated finished vertical surface that joins the plane of the undecorated finished horizontal portions of the ceiling.

(b) Lower Boundaries - the plane of the undecorated finished floor. If any unit contains a room in which the floor is raised above the level of the floor in the rest of the unit, the floor shall include the vertical surface connecting the raised floor with the floor of the remaining portion of the unit and the lower boundary shall include the plane of undecorated finished vertical surface that joins the planes of the undecorated finished horizontal portions of the floor.

2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to the intersections with each other and with the upper and lower boundaries with the following exceptions: when the vertical planes of the undecorated finished interior of bounding walls do not intersect with each other on the undecorated interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the unit.

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All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls. All doors whether glass doors or otherwise which are in the perimeter walls of a unit, shall be deemed a part of the unit up to the exterior unfinished surface thereof.

4. Each condominium unit includes the undivided interest in the common elements appurtenant to said unit, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets regardless of location, constitute part of the common elements.

E. Air Conditioning and Heating. The air conditioning and heating unit or units, wherever located and serving an individual condominium unit, including all of the components thereof and all attachments and lines thereof, wherever located, shall be deemed owned by the unit owner and shall not be considered a part of the common elements. Each unit owner will be responsible for the maintenance and repair of his air conditioning and heating unit and shall insure the same against casualty at his expenses if such insurance is desired.

F. Automobile Parking. Automobile parking areas are shown on the survey attached hereto and made a part hereof as Exhibit "A".

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

H. Amendment of Plans; Declaration of Condominium. The Developer shall have the right with respect to any unit owned by the Developer, without the vote or consent of the Association, other unit owners or holders of unit mortgages to (i) make alterations, additions or improvements in, to and upon the unit; (ii) change the layout and number of rooms in the unit; (iii) change the size and/or number of units by subdividing a unit, combining separate units (including those resulting from any subdivision or otherwise into one or more units, altering the boundary walls between any unit or otherwise) and (iv) reapportion among the units affected by such change in size and number, subdivision, combination or alteration their appurtenant interest in the common elements. An amendment of this Declaration reflecting such authorized alterations of the unit by the Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units.

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Developer shall have the right to file any such amendment and any necessary plans, specifications or maps in connection therewith in the Public Records of Palm Beach County and elsewhere as required by law.

ARTICLE IV.

VOTING RIGHTS

There shall be one person with respect to each condominium unit who shall be entitled to vote at any meeting of the unit owners. Such person shall be known as a voting member and is hereafter referred to as a voting member. If a unit is owned by more than one individual, the owners of said unit shall designate one of them as the voting member. If a unit is owned by a corporation, the Board of Directors of the corporation by duly passed resolution, shall designate one of its officers or employees as the voting member. If the unit is owned by more than one trustee, all of the trustees shall designate one of the trustees as the voting member. The By-Laws of the Association shall govern the proceedings to follow in designating an individual as the voting member of the unit. One vote may be cast for each unit owned by a voting member. The vote of the condominium unit is not divisible.

ARTICLE V.

OWNERSHIP AND USE OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided interest in the common elements, and the undivided interest, stated as a percentage is set forth on Exhibit "C" which is attached hereto and made a part of this Declaration.

The fee title to each condominium unit shall include both the condominium unit and the respective undivided interest in the common elements. Said undivided interest in the common elements shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the 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

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ARTICLE VI..

COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium shall be shared by the unit owners, as specified and set forth in Exhibit "C". The method of sharing common expenses and assessments set forth on Exhibit "C", shall remain regardless of the purchase price of the condominium units or their location.

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.

ARTICLE VII.

AMENDMENT OF DECLARATION

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

A. Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than twenty-five percent (25%) of the voting members of the Association. Members not present in person may express their approval by proxy executed in the customary corporate manner provided such proxy is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the voting membership of the Association or
2. Not less than eighty percent (80%) of the votes of the voting membership of the Association; or
3. Until the first election of the Directors by all of the Directors.

B. Proviso. Except as provided in these documents:

1. No amendment shall discriminate against any unit owner or against any unit, unless the unit owner so affected shall consent.

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No amendment shall change the configuration or size of any unit in any material fashion or the share in the common elements appurtenant to it, or increase the unit owner's share of the common expenses, or materially alter or modify the appurtenances to any unit, unless the record title holder of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment.

3. No amendment shall make any change either in Article XI entitled "Insurance", or in Article XII entitled, "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment shall make any change either in Article XX entitled "Reserved Rights of Developer" or in any Article which affects the rights of the Developer.
4. No amendment shall either impair or prejudice the rights and priorities of any mortgagees or change the provisions of this Declaration with respect to institutional mortgagees of record.
5. As long as the Developer has title to any condominium unit, no amendment shall be made to this Declaration or any Exhibits thereto, unless the Developer shall consent in writing to the amendment which consent may be withheld by the Developer for any reason.
6. The right of the Developer to amend this Declaration of Condominium as reserved in Article III H., shall not be abridged in any manner by this Article or any other Article of this Declaration or Exhibits thereto. If the Developer shall make any changes as provided in Article III H., of this Declaration such changes shall be reflected by an amendment of this Declaration with a survey attached reflecting such authorized changes. If more than one unit is concerned, the Developer shall apportion between the units affected the interests in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the unit concerned which shall be noted in the amendment to the Declaration. In each event, all

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assessments, the interests in the common elements, usage of the limited common elements, share of the common expenses and the common surplus shall be calculated as if such Exhibits were originally designated in this Declaration of Condominium and Exhibits thereto. In the event new units are created through subdividing existing units, the newly created units shall have all of the incidents of a condominium unit that the original units possessed.

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

ARTICLE VIII
ASSOCIATION

The operation of the Association shall be by The Envoy Condominium Association, Inc., a corporation not for profit organized under the laws of the State of Florida. The Association shall have all 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 of Condominium, Articles of Incorporation and By-Laws of the Association. A copy of the Articles of Incorporation is attached hereto as Exhibit "D" and a copy of the Bylaws of the Association is attached hereto as Exhibit "E".

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

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

C. Approval or Disapproval of Matter. Whenever the decision of a voting unit owner (voting member) is required upon

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

D. All Owners Subject to Declaration. Every owner of a condominium unit 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 of the Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

ARTICLE IX.

ASSESSMENTS

The Envoy Condominium Association, Inc., through its Board of Administration shall have the power to fix, determine, make and collect, from time to time, assessments and special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

A. Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus as provided in Article VI and Exhibit "C" of this Declaration.

B. Common Expenses. Common expenses shall include, but not be limited to, the following expenses: expenses of administration, operation, maintenance, repair, replacement and management of the common elements; property taxes and assessments against the condominium property (until such time as the taxes and assessments are made against the condominium units, individually, and thereafter, only to the extent of such taxes or assessments if any, as may be assessed against the condominium as a whole); insurance premiums for fire, windstorm and extended coverage insurance on the condominium property and condominium personal property, and public liability insurance and such other insurance as the Association shall deem necessary; legal and accounting fees; management fees incurred pursuant to any management agreement made by the Association; repair and replacement expenses (but only as to the common elements, except for emergency repairs or replacements deemed necessary; to protect the common elements and properly chargeable to the individual condominium unit concerned); the creation of reasonable contingency or reserve requirements for the

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protection of members and the condominium property (i.e. reserve for replacements, operating reserve to cover deficiencies in collections); all expenses declared to be common expenses by this Declaration of Condominium; and all other expenses declared by the Board of Administration of the Association to be common expenses.

C. Nonavoidance of Assessment Liability. The liability for assessments may not be avoided by either waiver of the use or enjoyment of any common element or by the abandonment of the unit against which the assessment is made.

D. Interest; Application of Payments. Assessments and installments of such assessments shall be paid within ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the unit owner shall be charged interest at the rate of eighteen percent (18%) per annum on the unpaid assessment or installment of such assessment. The interest rate of eighteen percent (18%) per annum shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

E. Lien for Unpaid Assessments. The Association shall have a lien on each condominium unit and all tangible personal property located within said unit for unpaid assessments, and interest thereon. Said lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's 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 Administration 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 interest. 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 unit for the period of time

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said unit is occupied by the unit owner or anyone by, through or under said unit owner, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the reasonable rental from the unit owner and/or occupant. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

F. Non-Liability of Institutional Mortgagee. Where the mortgagee of an institutional mortgage of record obtains the title to a condominium unit as a result of foreclosure of the institutional mortgage, or where an institutional mortgagee of record or its designee accepts a deed to said condominium unit in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for the share of common expenses or assessments unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all the unit owners including such acquirer, its successors and assigns.

G. Liability While Owner. Any person who acquires an interest in a unit, except through foreclosure of an institutional mortgage of record as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring the 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.

H. Assignment of Lien by Association. The Association acting through its Board of Administration 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.

ARTICLE X.

PROVISIONS GOVERNING THE ALIENATION OR MORTGAGE OF THE CONDOMINIUM UNITS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by an owner other than Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe:

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A. Transfers Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except to another unit owner.
2. Lease. No unit owner shall dispose of a unit or any interest in a unit by lease for a term or period of time which is less than thirty (30) days. Unit owner may dispose of the unit by lease for a term of thirty (30) days or more provided, the unit owner obtains the approval of the Association. A unit owner does not have to obtain the approval of the Association if the lease is to another unit owner but a unit owner may not dispose of a unit or any interest in a unit by lease for a term or period of time which is less than thirty (30) days even though the proposed lessee or tenant is another unit owner.
3. Gift. If a unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association unless the donee is another unit owner.
4. Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuation of his ownership of his unit shall be subject to the approval of the Association unless the devisee is another unit owner.
5. Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing sections, the continuation of his ownership of his unit shall be subject to the approval of the Association, unless said unit owner is another unit owner.

B. Approval by Association. The approval of the Association is required for the transfer of ownership of units falling within the purview of Section A of Article X and shall be obtained in the following manner:

1. Notice to Association.
 - (a) Sale. A unit owner intending to make a bona fide sale of his unit or any interest

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in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchase is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

- (b) Lease. Any unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.
- (c) Gift, Devise or Inheritance; Other Transfers. Any unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- (d) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such approval.

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(e) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or lessee, or as related to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the purchaser, lessee, or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth. Any such application shall be completed and submitted to the Association along with and as an integral part of the notice. A reasonable fee may be charged to the transferor of the unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with the transfer.

2. Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the Seller within the aforesaid fifteen (15) day period, and failure to do so, shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Seller.

(b) Lease. If the proposed transaction is a lease, then within three (3) days after receipt of such notice and information, excluding Sundays and legal holidays, the Association must either approve or disapprove the proposed transaction. Such

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approval or disapproval shall be transmitted to the lessor within the aforesaid three (3) day period and failure to do so, shall constitute approval of the lease. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association.

(c) Gift, Devise or Inheritance, Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. Such approval or disapproval shall be transmitted to the owner within the aforesaid fifteen (15) day period and failure to do so, shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

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

1. Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information, the Association shall deliver to the unit owner, an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(a) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any

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court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the American Arbitration Association except that arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisal of the unit.

- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.
- (d) A certificate of the Association executed by its President or Vice President approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Purchaser.
- (e) If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Seller.

- 2. Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing and the lease shall not be made.
- 3. Gifts Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his

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

- (a) The sale price 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. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within ten (10) days following the determination of the sale price.
- (d) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Purchaser.
- (e) If the Association shall fail to provide a Purchaser as required by this instrument or if a Purchaser furnished by the Association shall default in his agreement

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to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

D. Mortgage. No unit owner other than the Developer may mortgage the unit or any interest in it without the approval of the Association, except to an institutional mortgagee to the Developer, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions.

1. The foregoing provisions of this Article X shall not apply to a transfer to or purchase by an Institutional mortgagee that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.
2. The foregoing provisions of this Article X shall not apply to the sale, lease, sublease, or mortgage of any unit to Developer, or the sale, lease, sublease, or mortgage of any unit by Developer.

F. Unauthorized Transaction. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

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ARTICLE XI

INSURANCE

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

A. All insurance policies upon the condominium property shall be purchased by the Board of Administration of the Association. The named insured shall be the insurance trustee individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee, and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense. The insurance trustee may be either any bank in Florida having trust power as may be approved by the Board of Administration of the Association or the Board of Administration of the Association.

B. Coverage.

1. Liability. The Board of Administration of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium and insuring the Association and the unit owners as its and their interest appear, in such amounts and providing such coverage as the Board of Administration of the Association may determine from time to time, provided that the minimum amount of coverage shall be One Million Dollars.
2. Casualty Insurance. The Board of Administration of the Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium in and for the interest of the Association, all units owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Administration of the Association, in an amount

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equal to the maximum insurance replacement value of the property as determined by the Board of Administration of the Association.

3. The Board of Administration of the Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law.
4. The Board of Administration of the Association shall obtain Flood Insurance, if the condominium property is located in a flood zone, to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.
5. The Board of Administration of the Association shall obtain such other insurance as the Board of Administration of the Association shall determine from time to time to be desirable.

C. Waiver of Subrogation. If available and where applicable, the Board of Administration of the Association shall endeavor to obtain policies which provide that the insurer waives (i) its right to subrogation as to any claim against unit owners, the Association, their respective servants, agents and guests; (ii) any defense based on coinsurance and (iii) any defense of prorata reduction of liability or of invalidity arising from any acts of the insured.

D. Premiums. Insurance policies purchased by the Board of Administration of the Association shall be for the benefit of the Association, its directors and officers and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering losses shall be paid to the insurance trustee. Premiums upon such policies shall be common expenses. The insurance trustee shall neither be liable for payment of premiums, the renewal or the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

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

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Property (both real and personal) of the Association. Proceeds on account of damaged property of the Association, an undivided share for each unit owner, each share being the same as an undivided share in the common elements appurtenant to his unit.

3. Units. Proceeds on account of damage to units shall be held in the following undivided shares:
 - (a) Where the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Administration of the Association.
 - (b) When the building is not to be restored an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
4. Mortgagees. In the event a mortgagee endorsement has been issued to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owners as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be disbursed to or for the benefit of the beneficial owners in the following manner

1. Expense of the Trust. All expenses of the insurance trustee shall be paid first or provision made for such payment.

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

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, 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 such mortgagee. In the event of loss or damage to personal and/or real property belonging to the Association and should the Board of Administration of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.
4. Certificate. In making distribution to unit owners and their mortgagees, the insurance trustee may rely upon a certificate of the Board of Administration of the Association, as to the names of the unit owners and their respective shares of the distribution, provided, however, that such certificates shall not be binding insofar as mortgagees of units are concerned. The insurance trustee shall obtain appropriate certificates from all such mortgagees prior to any disbursement to owners or mortgagees.

ARTICLE XII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Loss Within a Single Unit. If loss shall occur within a single unit or units, without damage to the common ele-

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ments and/or the party wall between units, the insurance proceeds shall be distributed to the beneficial unit owner(s), 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 remittance shall be made solely to an institutional mortgagee when requested by such institutional mortgagee provided that the mortgage required application of the insurance proceeds to restoration or repair of the unit. The unit owner shall thereupon be fully responsible for the restoration of the unit.

B. Minor Damage 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 or to the property of the Association, but said loss is less than "major damage" as hereinafter defined, it shall be obligatory upon the Association and the unit owner(s) to repair the damage caused by said loss, and to restore and rebuild the unit or units and the common elements or property of the Association. Where such loss or damage is less than "major damage":

1. The Board of Administration of the Association shall promptly obtain reliable and detailed estimates of the costs of repair or restoration.
2. If the damage or loss is limited to the common elements and property of the Association with no or minimal damage or loss to any individual unit, and if such damage or loss to the common elements or property of the Association is less than \$10,000.00, the insurance proceeds shall be paid by the insurance trustee to the Board of Administration of the Association, and the Association shall promptly contract for the repair and restoration of the damage.
3. If the damage or loss involves the property of the Association, individual units, individual units encumbered by institutional mortgages as well as the common elements and/or the party wall between units, or if the damage is limited to the common elements along or the party wall between units, but is in excess of \$10,000.00, 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 Board of Administration of the

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Association, provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional 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 mortgagee is not the holder of a mortgage on a unit, then its right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Said written approval shall not be unreasonably withheld. 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 Board of Administration of the Association and the aforesaid institutional mortgagee, if said institutional mortgagee's written 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 mortgagee, and the insurance trustee, and deliver same to the insurance trustee, and the foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, any institutional mortgagee described above whose approval may be required shall have the right to require the Board of Administration of 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 said mortgagee.

4. Subject to the foregoing, the Board of Administration of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
5. If the net proceeds of the insurance are insufficient to pay the estimated costs of restora-

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tion and repair (or for the actual costs thereof if the work has actually been done), the Board of Administration of the Association shall promptly, upon determination of the deficiency, levy a special assessment against each unit owner in proportion to the unit owner's share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements and/or property of the Association and against the individual unit owner for such portion of the deficiency as is attributable to his unit, provided, however, that if the Board of Administration 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 Administration of the Association shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. Special assessment funds shall be delivered by the Board of Administration of the Association to the insurance trustee, and added by said insurance trustee to the proceeds available for the repair and restoration of the property.

6. 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 Administration in favor of any institutional first mortgagee upon request thereof, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obligated to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

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C. Major Damage. As used in this Declaration, or any other context dealing with this condominium, the term "major damage" shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenantable, or loss of damage whereby seventy-five percent (75%) or more of the total amount of casualty insurance coverage becomes payable. Should such "major damage" occur, then:

1. The Board of Administration of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.
2. Thereupon, a meeting of the unit owners shall be called by the Board of Administration of the Association to be held not later than sixty (60) days after the casualty, to determine the wishes of the unit owners of the condominium with reference to the abandonment of the condominium project, subject to the following:
 - (a) If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no special assessment is required, then the condominium property shall be restored and repaired unless two-thirds (2/3) of the unit owners entitled to vote (voting members) of this condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law by the recording in the Public Records of Palm Beach County, Florida, an instrument terminating this condominium, which said instrument shall further set forth the facts effecting the termination certified by the Association and executed by its President and Secretary. The termination of the condominium shall become effective upon the recording of said instrument, and the owners shall, thereupon, become owners as tenants-in-common in the property, i.e. the real, personal, tangible, intangible personal property, and any remaining structure of the condominium and their undivided interest in the property shall be the same

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as their undivided interest 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 interest of such tenants-in-common, with the same priority as existed prior to the termination of the condominium.

- (b) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the unit owners entitled to vote (voting members) of this condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the condominium property removed from the provisions of the law, and the condominium terminated, as set forth in the immediately preceding subparagraph (a), 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 interest of such tenants-in-common, as provided in the immediately preceding subparagraph (a). In the event a majority of the unit owners of this condominium vote in favor of special assessments, the Board of Administration of the Association shall immediately levy such special assessments and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph B.3 above. The special assessment fund shall be delivered by the Board of Administration of 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 B.3 above.

3. In the event any dispute shall arise as to whether or not "major damage" has occurred, it

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is agreed that such finding made by the Board of Administration of the Association shall be binding upon all unit owners.

D. Surplus. It shall be presumed that the first money distributed 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 funds in the manner elsewhere stated herein.

E. Certificate. The insurance trustee may rely upon a certificate of the Board of Administration 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 Board of Administration of the Association shall forthwith deliver such certificate.

F. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the building referred to in Article III B hereof, or as the building was last constructed, or according to the plans approved by the Board of Administration of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional mortgagees shall also be required.

G. Association's Power to Compromise Claims. The Board of Administration of the Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board of Administration of the Association and to execute and deliver releases therefor upon payment of claims.

H. 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, the institutional mortgagee holding the greatest dollar volume of unit mortgages 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 lien items of common expense.

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ARTICLE XIII.

USE AND OCCUPANCY RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists.

A. Units. Each condominium unit shall be occupied and used by the unit owner, his family, servants, guests, and lessees as a residence and for no other purpose provided, however, that the Developer shall have the right to maintain a general office and a sales office in any condominium unit owned by it and to use any such unit as a model and for other promotional and business purposes relating to the sale or lease of units. No condominium unit (other than a unit owned by the Developer) shall be divided or subdivided nor any portion sold or otherwise transferred.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units, as determined by the Association from time to time, provided, however, that the Developer shall have the right to maintain a general office and a sales office on any part of the common elements.

C. Children. No children who have not yet attained the age of twelve (12) years shall be permitted to permanently reside on the condominium property without the prior written approval of the Board of Administration of the Association, except that children under such age may be permitted to visit and temporarily reside thereon without such approval, provided that such temporary residence shall not exceed sixty (60) days in any one calendar year, or sixty (60) days in any consecutive twelve (12) month period, which ever may provide the least permissible residence.

D. Pets. Common household type pet animals such as dogs, cats, tropical fish, and birds in cages are permitted in the condominium units provided such pet animal is a dog, cat or similar animal and weighs less than fifteen (15) pounds and there shall be no more than two (2) of such animals in any condominium unit. All pet animals must be hand carried through hallways and other covered common areas. In all other instances, all pet animals must be under leash and shall be permitted in certain designated areas only. The owner of any pet animal shall be liable for all damage caused by such animal to any part of the condominium property or property owned or operated by the Association. No pet animal shall be allowed to create or cause any disturbance or nuisance of any

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kind. If any pet animal causes a disturbance or becomes a nuisance, the pet owner shall be required to permanently remove such pet animal from the condominium property within three (3) days of receipt of written notice by the Association. The ownership of any pet animal occupying a condominium unit or portion of the condominium property or any property owned or operated by the Association shall be subject to the rules and regulations promulgated from time to time by the Association.

E. Nuisances. No use or practice which is either an annoyance to unit owners or an interference with the peaceful possession and proper use of the property by the unit owners, as determined from time to time by the Association, shall be allowed. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed upon the condominium property, including but not limited to any of the units or any property owned or operated by the Association.

F. Insurance. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

G. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, including but not limited to any of the units and any of the property owned or operated by the Association. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction and of the Association shall be observed. The responsibility of meeting the requirement of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

H. Employees and Servants. No employees or servants of a unit owner shall be allowed either to use any of the facilities which are common elements of the condominium property or to use any of the property owned or operated by the Association, without the expressed written consent of the Association.

I. Exteriors. No change shall be made in the color of any exterior window, door, storm or hurricane shutter, glass or screen of any unit, except with prior written consent of the Board of Administration of the Association. All shutters, reflective window covering, or such covering of the exterior doors and windows shall be uniform in color as prescribed by the Board of Administration. No unit owner shall cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls

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including awnings and/or storm shutters, doors or windows of the building. No clothesline 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 Administration of the Association.

J. Alteration of Units. No unit owner shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities herein, without the consent of the Association, which consent may be withheld in the event the Board of Administration determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load bearing partition and if removal of the partition does not interfere with any common utility source.

K. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association.

L. Noise Abatement. No excessive noise shall be permitted to be transmitted from one unit to another. In the event the Board of Administration of the Association determines that any noise is being transmitted to another unit and that such noise is unreasonable (regardless of where that unit is situated in relation to the offending unit) then the owner of such unit shall at his own expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Administration. In the event the owner of such unit fails to abate the noise, the Board of Administration shall take such steps as shall be necessary to abate the noise and the unit owner shall be liable to the Association for all expenses incurred by the Association in abating the noise, including reasonable attorney's fees.

M. Floor Coverings. In all units, all rooms and hallways other than kitchens and bathrooms shall be carpeted with a reasonably good grade of carpeting and padding, except hard flooring without carpeting may be installed on adequate sound proofing material with the prior consent of the Association.

N. Signs, Antenna and Aerials. No signs, advertisements or notices of any type shall be displayed on the condominium property, including but not limited to the units and property owned and/or operated by the Association and no exterior aerial or

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antenna shall be placed on the condominium property unless the Board of Administration consents in writing to said signs, advertisements, notices, antennae or aerials. Until Developer has closed the sales of all of the units of the condominium, Developer may display signs, advertisements or notices on the condominium property advertising units for sale or lease.

O. Terraces. No terrace shall be permanently enclosed. The appearances of terraces shall not be altered in any manner whatsoever without the written consent of the Board of Administration of the Association.

P. Proviso. Until Developer has completed all of the contemplated improvements and closed the sales of all the units of the condominium neither the unit owners nor the Association shall interfere with the completion of the contemplated improvements and the sale or leasing of the units. Developer may make such use of the unsold units and common elements as may facilitate such completion, sale and leasing of the units.

ARTICLE XIV

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

A. Common Elements.

1. The maintenance and operation of the common elements (which includes but in no way is limited to parking spaces) shall be the responsibility of the Association and shall be a common expense.
2. There shall be no material alterations or substantial improvements of the common elements without prior approval, in writing, by record owners of seventy-five percent (75%) of all units. An expenditure of a sum of money in excess of ten percent (10%) of the annual budget for common expenses on the alteration or improvement of common elements shall be deemed a material alteration or substantial improvement of common elements. The cost of such alteration or improvement shall be a special assessment and so assessed.

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B. Units and Limited Common Elements.

1. The Association shall maintain, repair and replace as a common expense:

- (a) All portions of a unit contributing to the support of a building which portion shall include but not be limited to the outside walls of the building, all fixtures on the exterior thereof, the perimeter baluster, railing and walls abutting each terrace, including the interior and exterior surfaces thereof, boundary walls of a unit, floor and ceiling slabs, load bearing columns and load bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;
- (b) All conduits, plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit but which serve all or part of the building other than the unit within which contained;
- (c) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.

2. The responsibility of the unit owner shall include:

- (a) To maintain, repair and replace, at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air conditioning and heating equipment, including but not limited to condensers, compressors, and evaporators whether located within or outside of the unit; refrigerators, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, including terrace floor coverings, and all other portions of his

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unit and limited common elements appurtenant thereto, except the portions specifically to be maintained, repaired and replaced by the Association.

(b) To refrain from enclosing, painting or otherwise decorating or changing the appearance of any portion of the exterior of the condominium building or terrace appurtenant to the unit including, but not limited to terrace floor covering and enclosures, screening, windows, window coverings, and exterior doors, without the written approval of the Association;

(c) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

C. Enforcement of Maintenance.

1. In the event the owner of a unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit for the necessary sums to put the improvements within the unit in good condition, and to collect assessments and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and to do the necessary work to enforce compliance with the above provisions.

D. Alterations and Improvements.

1. A unit owner may make such alterations or improvements to his unit at his expense and personal cost as he may be advised, provided all work shall be done without unduly disturbing the rights of other unit owners; provided, however, nothing herein shall be construed to limit, modify, or derogate the rights of Developer.

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Except as herein reserved to Developer, neither a unit owner nor the Association shall make any alterations in the portions of a unit or building which are to be maintained by the Association or remove any portion thereof or make any addition thereof or do anything which would jeopardize the safety or soundness of the unit or the building without first obtaining approval in writing of owners of all other units in the building. A copy of plans for all of such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

E. Association's Right of Access.

- 1. The Association shall have the irrevocable right of access to all units from time to time during reasonable hours as may be necessary for maintenance, repair or replacement of any common element therein or accessibility therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or another unit or units.

ARTICLE XV.

TERMINATION

A. This condominium may be voluntarily terminated at any time in the manner provided for in the Condominium Act. In addition thereto, when there has been "major damage" as defined in Article XII hereof, this condominium shall be subject to termination, as provided therein. If the proposed voluntary termination is submitted to a meeting of the voting members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the total voting members of the Association, and by all institutional mortgagees, then the Association and the approving owners 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 approval shall be irrevocable until the expiration of this option, and if the option is exercised the approval shall be irrevocable. The option shall be exercised upon the following terms:

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Exercise of Option. An agreement to purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase shall be delivered by personal delivery, or mailed by certified mail or registered mail, to each of the record owners of the parcels to be purchased and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each Seller and his Purchaser.

2. Price. The sale price for each unit 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 Palm Beach County, Florida, on petition of either Seller or Purchaser. The expenses of appraisal shall be paid by the Purchaser.
3. Payment. The purchase price shall be paid in cash.
4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

B. Certificate. The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

C. Amendment. This section concerning termination cannot be amended without the consent of all unit owners and of record owners of mortgages upon the units.

84113 P0414

This is Not a Contract

ARTICLE XVI.

MANAGEMENT AGREEMENT

Delegation of Powers. The Association shall have the right to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals to the Association and Board of Administration, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

ARTICLE XVII.

DEVELOPER'S RIGHT TO DESIGNATE DIRECTORS OF THE ASSOCIATION

Until the unit owners (other than the Developer) become entitled to elect a majority of the Directors, the number of Directors shall be as the Developer may determine, provided there shall be no less than three (3). When the unit owners (other than the Developer) shall become entitled to elect a majority of the Directors, then the number of Directors shall be no less than three (3) nor more than nine (9). When unit owners other than the Developer own fifteen percent (15%) or more of the condominium units, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration and the remaining members of the Board of Administration shall be designated by the Developer. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Association (a) three (3) years after fifty percent (50%) of the condominium units have been conveyed to purchasers by the Developer, or (b) three (3) months after ninety percent (90%) of the condominium units have been conveyed to purchasers by the Developer, or (c) when all of the units have been completed and some have been conveyed to purchasers and one of the others are being offered for sale by the Developer in the ordinary course of business, or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary

84113 P0415

This is a
course of business, whichever shall first occur. Notwithstanding anything contained herein to the contrary, the Developer shall be entitled to elect at least one (1) member of the Board of Administration as long as the Developer holds for the sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

The Developer at all times reserves the right to terminate control of the Association at any time notwithstanding the provisions of the Article.

Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Administration of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and By-Laws of the Association, and Developer shall have the right to remove any person or persons selected by it to act and serve on said Board of Administration and to replace such person or persons with another person or persons to act and serve in the place of any director or directors so removed. A director designated and selected by Developer serving on the Board of Administration shall not be required to disqualify himself upon any vote or other matter between Developer and Association when said Developer may have a pecuniary or other interest

ARTICLE XVIII.

LIMITED COMMON ELEMENTS

Those areas reserved for the use of a certain unit owner to the exclusion of other unit owners are designated as "Limited Common Elements" and are shown and located on the condominium drawings attached hereto as Exhibits "A" and "B". The Limited Common Elements include:

- A. The terraces abutting the units;
- B. The parking spaces located beneath the tennis courts.

The unit owner who has the right to the exclusive use of a Limited Common Element shall be responsible at his cost and expense for the maintenance, care and preservation of the Limited Common Element but the Association shall maintain and repair the walls and railings of the terraces and the Association shall maintain and repair the parking spaces beneath the tennis courts.

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Except as provided in this Article and as elsewhere provided any expense for the maintenance, repair or replacement relating to common elements shall be treated and paid for as a part of the common expenses of the Association. Should any maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, employees, and licensees, he shall be responsible therefor and the Association shall have the right to levy an assessment against the owner's unit which assessment shall have the same force and effect as all other assessments.

ARTICLE XIX.

THE RECREATIONAL FACILITIES

The Recreational Facilities are part of the Common Elements. The Recreational Facilities shall be used only by unit owners, their invitees and occupants subject to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted from time to time by the Board of Directors of the Association. The Board of Directors of the Association shall have the right from time to time to establish a charge to be paid by the unit owners for the use of the Recreational Facilities or any portion thereof and to increase or decrease any such charge at any time and from time to time.

ARTICLE XX.

RIGHTS RESERVED TO DEVELOPER

In addition to the rights reserved to the Developer in Articles III, VII, X, XIII, XVII, and XXII, hereof, the Developer shall have the following rights, any or all of which may be exercised without the consent of the Association.

A. Developer shall have the right to execute and file in the Public Records of Palm Beach County and elsewhere if required by law an amendment or amendments to this Declaration (together with such documents, plans and maps as may be required to effectuate the same) to reflect the completion of construction of any improvements on the condominium property which shall have been completed on the date of the recording of this Declaration including, but without being limited to the final locations, dimensions or sizes of units and building containing the units.

B. The Developer shall have the right to grant easements for additional underground utility lines and appurtenances in,

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under and through the property of the condominium, to relocate any existing utility easements and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company, if the Developer shall deem it necessary or desirable for the proper operation and maintenance of the condominium or any portion thereof, or for the general health and welfare of any unit owner. Any utility company or public benefit corporation providing services to the condominium shall have the right of access to any unit or to the common elements in furtherance of such easements provided such right of access is exercised in a reasonable manner so as to minimize any interference with the use of the unit by the unit owner.

Notwithstanding anything to the contrary herein contained, so long as the Developer is the owner of a unit, this Declaration may not be amended to change or alter any of the rights reserved to Developer in this Declaration without the Developer's written consent.

ARTICLE XXI

PARKING SPACES AND THE ASSIGNMENT OF PARKING SPACES

There shall be three (3) types of parking spaces:

1. open air parking spaces;
2. covered parking spaces; and
3. covered parking spaces located beneath the tennis courts.

The parking areas containing the three (3) different types of parking spaces are shown on Exhibits "A" and "B" attached to this Declaration. The open air parking spaces and the covered parking spaces (excluding parking spaces beneath the tennis courts) shall be common elements. The parking spaces beneath the tennis courts shall be limited common elements.

Each condominium unit owner shall be assigned at no cost either one (1) open air parking space or one (1) covered parking space. The assignment of the parking space to the individual condominium unit owner shall be in the sole and absolute discretion of the Developer. The Developer shall assign to the unit owner his parking space on such form as the Developer in its sole discretion deems appropriate. The assignment of parking space form shall not be recorded.

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COPY

The Developer in its sole discretion may assign to a condominium unit owner for a sum of money in excess of the purchase price of the condominium unit exclusive use of one or more covered parking spaces located beneath the tennis courts. The money received by the Developer for the assignment of a parking space beneath the tennis courts shall belong exclusively to the Developer as its property. The purchase price which the unit owner shall pay to the Developer for its assignment of the exclusive use of a covered parking space located beneath the tennis courts shall be determined by the Developer in its sole discretion and the Developer in its sole discretion shall also determine the location of the covered parking space. The Developer shall assign to the unit owner his covered parking space located beneath the tennis courts on such form as the Developer in its sole discretion deems appropriate. The assignment of the parking space form shall not be recorded.

The Developer while in control of the Association shall maintain a log or roster of the various parking spaces and to whom they are assigned. The Developer reserves the right to assign and regulate all parking spaces until the Developer has sold all units in the condominium or until the Developer relinquishes control of the Association, which ever shall occur last.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Easements.

1. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance thereof, so long as it stands, shall and does exist. In the event a condominium building is partially or totally destroyed and then rebuilt, the owners of the condominium parcels agree that encroachments on parts of the common elements or limited common elements or condominium units due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist;
2. The owner of any unit shall have an easement in common with other unit owners to use the pipes, flues, wires, conduits, cables, utility lines

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This is not a contract

and other common elements, including those located in the unit itself or elsewhere on the site serving such other units, and easements of necessity in favor of the other units and/or common elements;

- 3. The Association shall have the right to establish, grant and create additional utility easements in, under and through the building and condominium property and to dedicate any or all such facilities to any governmental body, public benefit corporation or utility company and for construction, installation, operation and maintenance of municipal service facilities and utilities
- 4. The Developer and its successors, assigns, invitees, licensees, contractors, employees, and tenants shall have an easement on, in, over and across the common elements for (i) ingress and egress for any lawful purpose, including the sale or rental of space in the building; (ii) ingress to and egress from the use of (in common with owners) all pipes, flues, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines; and (iii) the erection, maintenance, repair and replacement from time to time of one or more signs on the condominium property for the purpose of advertising the sale and leasing of units.
- 5. The unit owners, their successors, assigns, invitees, licensees, and tenants shall have a nonexclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the units of the Condominium.

B. Covenants Run With the Land. All provisions of this Declaration and exhibits attached hereto, and amendments hereof, shall be construed as covenants running with the land and of every part thereof and interest therein including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors, and assigns, shall be bound by all of the provisions of said Declaration and exhibits annexed hereto and any amendments thereof.

C. Invalidity of Part Will not Affect the Whole. If any of the provisions of this Declaration, or of the By-Laws, the

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Articles of Incorporation of the Association or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws and Articles of Incorporation, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

D. Notices. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the condominium, unless the unit owners have, by written notice duly receipted for specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the condominium, and in his absence, any member of the Board of Administration of the Association.

Notices to the Developer shall be delivered by mail to Coastal Properties, Inc., 2450 Presidential Way, West Palm Beach, Florida 33401.

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

The change of the mailing address of any party as specified herein shall not require an amendment to the Declaration.

E. Remedy for Violation. Should the Association find it necessary to bring a court action to bring about compliance with the law, this Declaration and exhibits attached to this Declaration, upon finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action.

F. Construction of Declaration. The provision of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

B4113 P0421

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

H. Position of Institutional Mortgagee. When an institutional mortgage, by some circumstances, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and exhibits annexed be deemed to be an institutional first mortgage.

IN WITNESS WHEREOF, KINGS POINT DEVELOPMENT GROUP, a Texas general partnership, has signed this Declaration on the 19th day of December, 1983.

Signed, sealed and delivered in the presence of:

KINGS POINT DEVELOPMENT GROUP
(West Palm Beach), A Texas
General Partnership

[Handwritten signatures]

By: *[Signature]*
HERBERT M. GREEN
Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF PALM BEACH

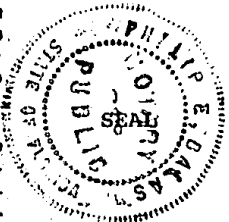
The foregoing instrument was acknowledged before me this 19th day of December, 1983, by Herbert M. Green, as Attorney-in-Fact of KINGS POINT DEVELOPMENT GROUP (West Palm Beach), a Texas general partnership, on behalf of the general partnership.

[Signature]
Notary Public

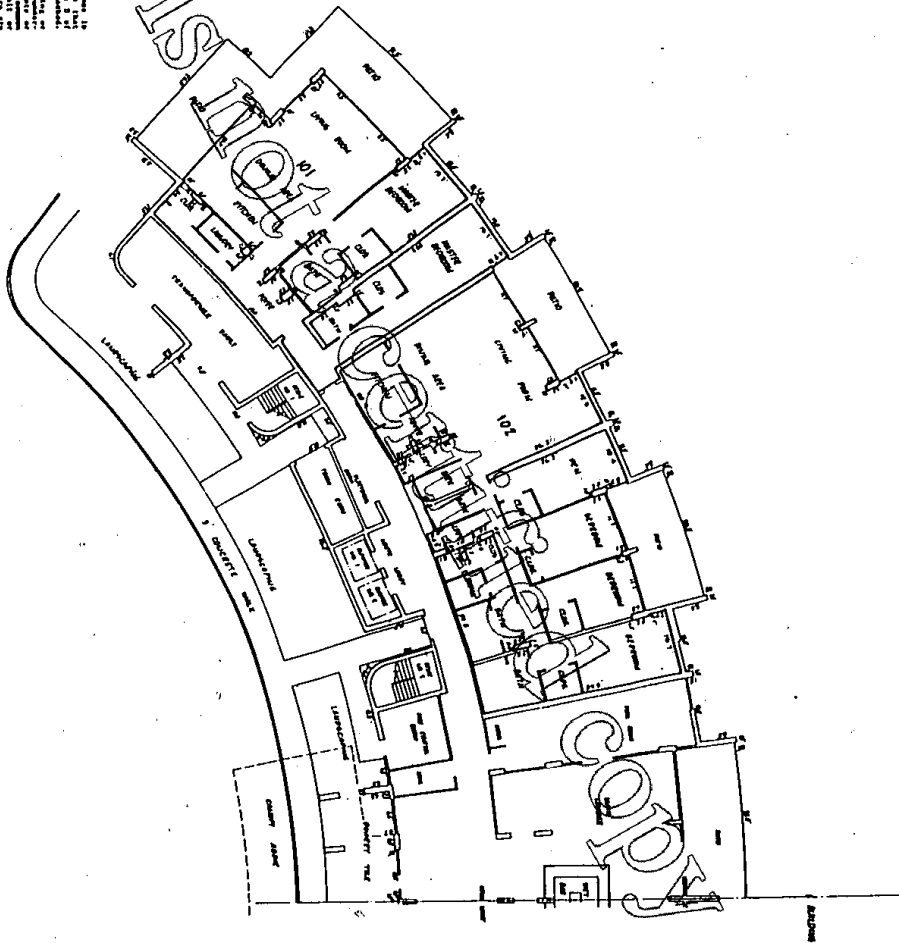
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 14, 1988
Bonded thru Maynard Bonding Agency

B4113 P0422



B4113 P0424



THIS FLOOR PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.

0 5 10 20 30
 FEET
 GRAPHIC SCALE IN FEET

UNIT NO.	ELEVATIONS	UNIT FLOOR	UNIT CEILING
101	20.21		
102	20.21		

A-21230

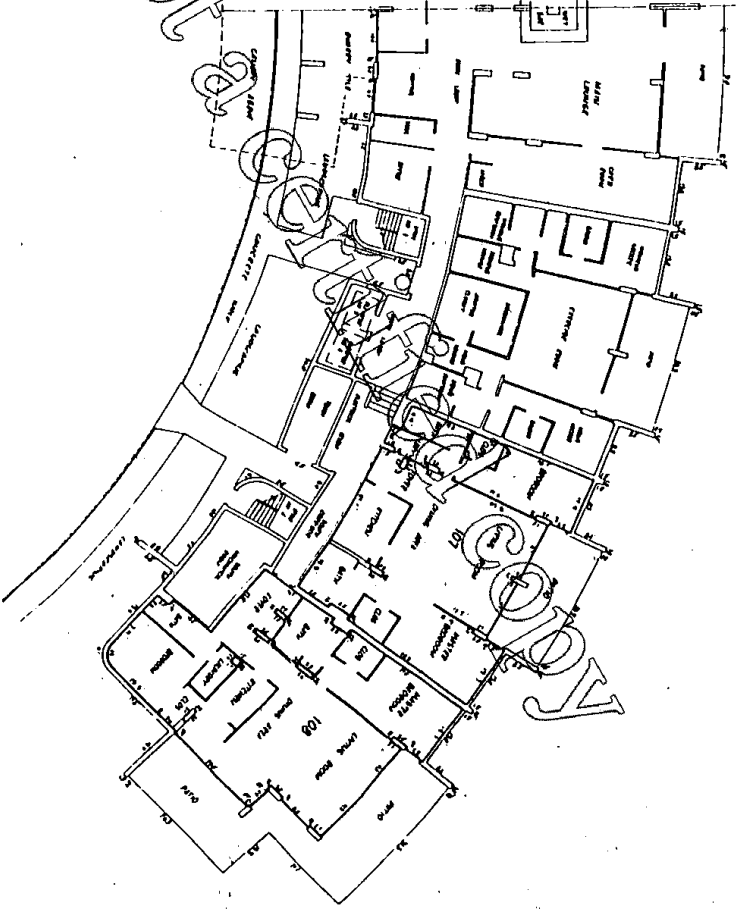
Project Name	THE ENVOY A CONDOMINIUM FIRST FLOOR PLAN
Architect	ORRILL E. WEAVER & ASSOCIATES, INC. RESIDENTIAL PLANNING SERVICES WEST PALM BEACH, FLORIDA
Date	1984
Scale	1/4" = 1'-0"
Sheet No.	101
Total Sheets	101

Exhibit "B"

"B-1"

UNIT NO.	ELEVATIONS	UNFINISHED FLOOR	UNFINISHED CEILING
107	20.21		
108	20.21		

NOTES:
 1. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 2. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 3. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 4. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 5. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 6. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 7. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 8. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 9. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.
 10. All dimensions shown in this Unit Plan shall be taken from the finished floor surface to the finished ceiling surface, unless otherwise indicated.

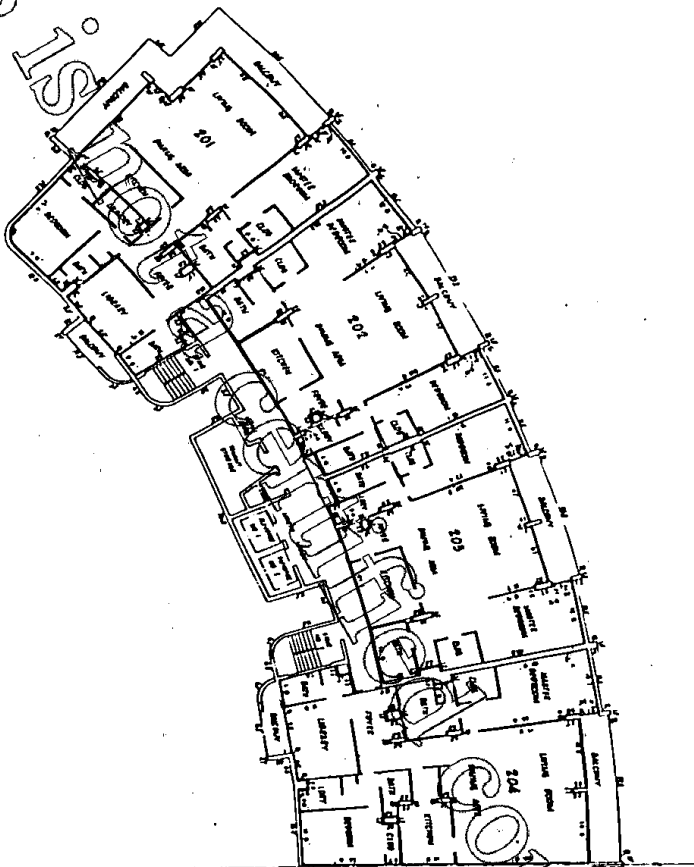


A-24230

Project Name	THE ENVOY A CONDOMINIUM FIRST FLOOR PLAN
Owner	ROBERT E. OREN & ASSOCIATES, INC. INDIANAS - PALMERS - SMITHS WEST PALM BEACH FLORIDA
Architect	J. J. JENNINGS
Scale	1/4" = 1'-0"
Date	10/25/68
Sheet No.	1 of 2

Exhibit "B"

"B-2"



UNIT NO.	ELEVATIONS	
	UNFINISHED FLOOR	FINISHED CEILING
201	90'-08"	98'-08"
202	90'-08"	98'-08"
203	90'-08"	98'-08"
204	90'-08"	98'-08"

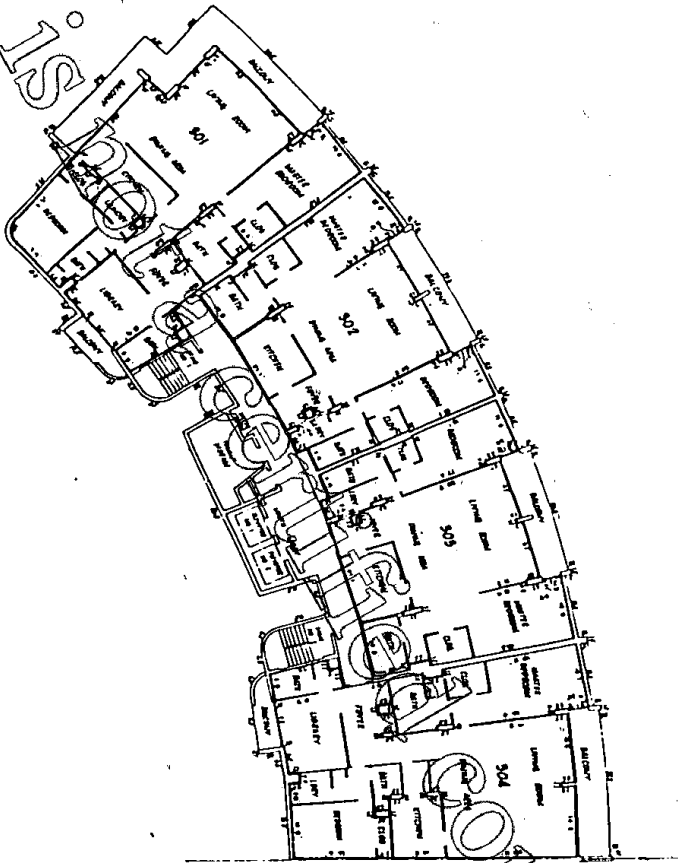
Exhibit "B"
"B-3"

NOTES:
 1. All dimensions are in feet and inches.
 2. All walls are 1/2" thick unless otherwise noted.
 3. All doors are 36" wide unless otherwise noted.
 4. All windows are 48" wide unless otherwise noted.
 5. All openings are to be finished with the same material as the surrounding walls.
 6. All openings are to be finished with the same material as the surrounding walls.
 7. All openings are to be finished with the same material as the surrounding walls.
 8. All openings are to be finished with the same material as the surrounding walls.
 9. All openings are to be finished with the same material as the surrounding walls.
 10. All openings are to be finished with the same material as the surrounding walls.



A-21230

PROJECT NO. DRAWING NO. DATE SCALE	DESIGNER DELETT, ERVIN & ASSOCIATES, INC. ENGINEERS - PLUMBERS - MECHANICAL WEST PALM BEACH FLORIDA	THE ENVOY A CONDOMINIUM SECOND FLOOR PLAN	SHEET NO. OF SHEETS DATE
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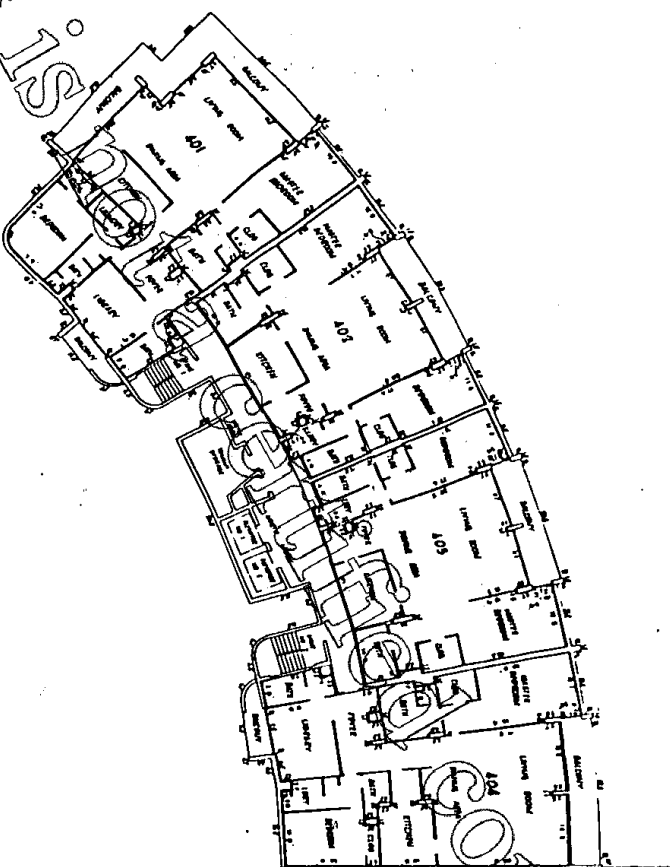
UNIT NO.	ELEVATIONS	
	UNFINISHED FLOOR	FINISHED CEILING
301	94.75	47.75
302	94.75	47.75
303	94.75	47.75
304	94.75	47.75

NOTES:
 1. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 2. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 3. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 4. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 5. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 6. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 7. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 8. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 9. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.
 10. All dimensions shown in this Unit/Room Plan shall be taken from the centerline of the building or from the centerline of the wall, unless otherwise indicated.

A-2133

Project Name	THE ENVOY A CONDOMINIUM THIRD FLOOR PLAN
Client	EMERSON, NIMMER & ASSOCIATES, INC. WEST PALM BEACH FLORIDA
Architect	
Scale	
Date	
Sheet No.	
Total Sheets	

Exhibit "B"
 "B-5"



NOTES:
 1. All dimensions shown in this plan are based on the centerline of the building unless otherwise indicated.
 2. All rooms are shown with their respective door swings and opening directions.
 3. All rooms are shown with their respective window and door locations.
 4. All rooms are shown with their respective ceiling heights.
 5. All rooms are shown with their respective floor finishes.
 6. All rooms are shown with their respective wall finishes.
 7. All rooms are shown with their respective ceiling finishes.
 8. All rooms are shown with their respective floor elevations.
 9. All rooms are shown with their respective wall elevations.
 10. All rooms are shown with their respective ceiling elevations.

UNIT NO.	ELEVATIONS	
	UNFINISHED FLOOR	FINISHED CEILING
401	48.50	56.48
402	48.50	56.48
403	48.50	56.48
404	48.50	56.48

Exhibit "B"
 "B-7"

A-14230

THE ENVOY A CONDOMINIUM FOURTH FLOOR PLAN	SHEET 1 OF 1 DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	PROJECT: [Name] LOCATION: [Address] CITY: [City] STATE: [State]	SCALE: [Scale] DATE: [Date]
---	--	--	--------------------------------

UNIT NO.	ELEVATIONS	
	BASEMENT FLOOR	FINISHED CEILING
405	48'00"	94'48"
406	48'00"	94'48"
407	48'00"	94'48"
408	48'00"	94'48"

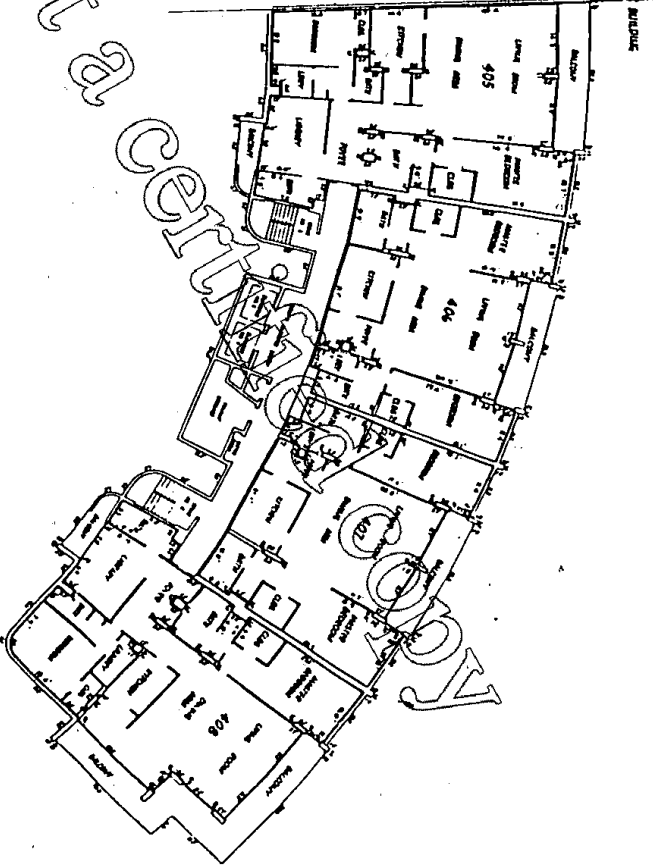


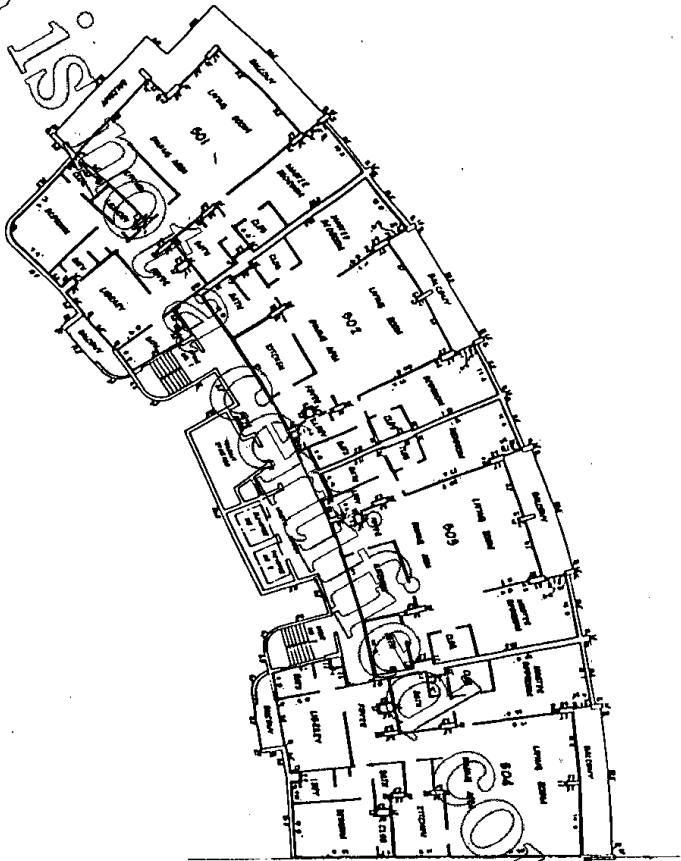
Exhibit "B"
"B-8"

NOTE: This drawing is a preliminary drawing and is not to be used for construction purposes. It is intended for informational purposes only. All dimensions shown in this drawing are approximate and are subject to change without notice. The owner and architect assume no liability for any errors or omissions in this drawing. The drawings are the property of the architect and shall remain confidential. No part of these drawings may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the architect.



L-74120

Project Name	THE ENVOY A CONDOMINIUM
Client	EMERALD PARTNERS ASSOCIATES, INC.
Architect	WALTER PARTNER ARCHITECTS P.C.
Scale	AS SHOWN
Date	10/15/03
Sheet No.	404
Total Sheets	408



NOTES:
 1. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 2. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 3. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 4. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 5. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 6. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 7. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 8. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 9. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.
 10. All dimensions shown in this plan are based on the actual measurements of the building as shown on the site plan and are not to be construed as a guarantee of accuracy.

UNIT NO.	ELEVATIONS	
	UNFURNISHED FLOOR	LAUNDRING CRYSTAL
501	91.83	64.89
502	91.99	64.89
503	91.99	64.89
504	91.99	64.89

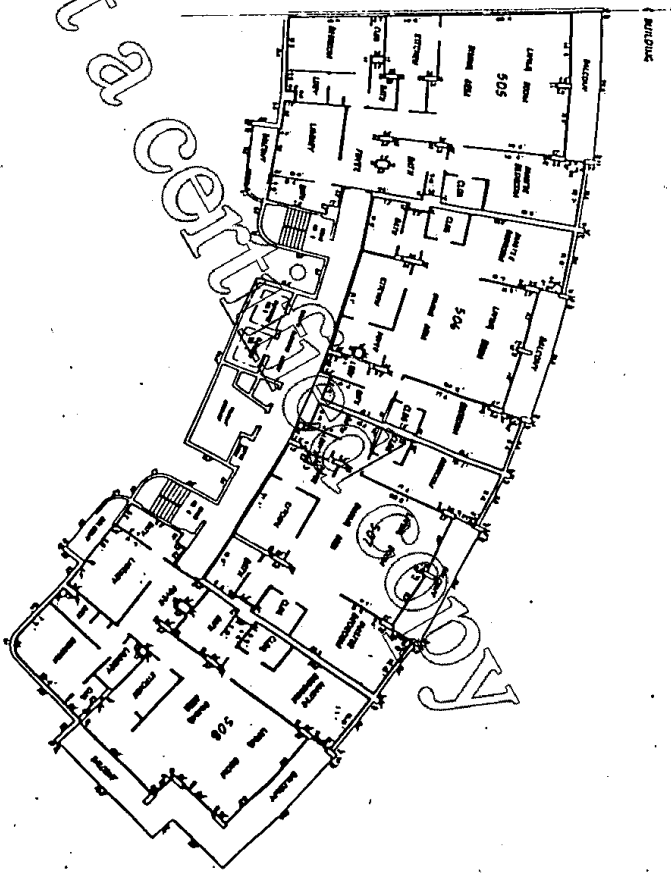
A-11230

Project Name	THE ENVY A CONDOMINIUM FIFTH FLOOR PLAN
Developer	EMMETT L. WEAVER & ASSOCIATES, INC.
Architect	EMMETT L. WEAVER & ASSOCIATES, INC.
Engineer	WEST PALM BEACH FLORIDA
Scale	AS SHOWN
Date	1971
Sheet No.	5
Total Sheets	5

Exhibit "B"
 "B-9"

B4113 P0433

UNIT NO.	ELEVATIONS	
	LANDING FLOOR	LANDING CEILING
506	91.89	99.88
508	91.29	99.28
507	87.19	94.18
508	91.29	99.28



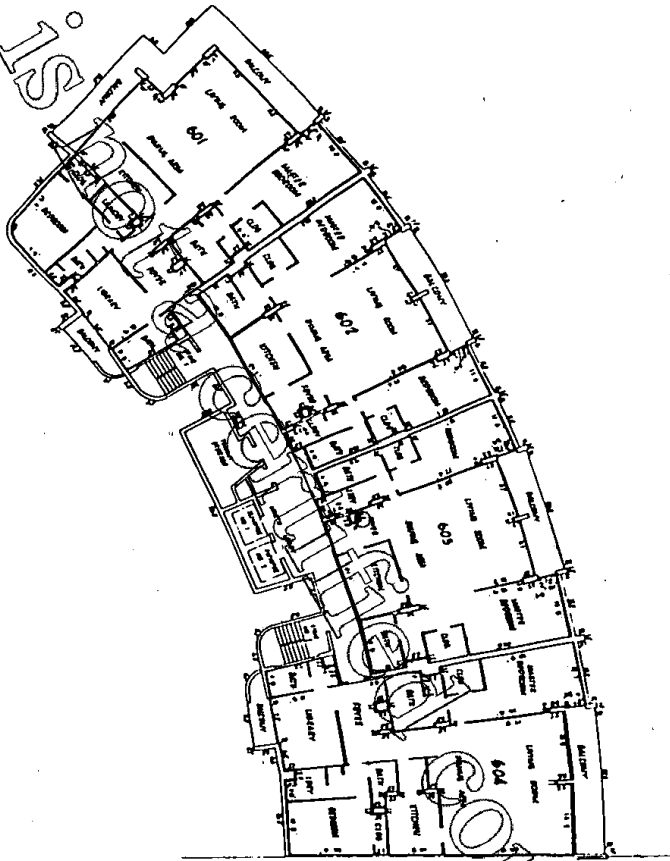
NOTES:
 1. All dimensions shown in this plan are in feet and inches.
 2. All dimensions shown in this plan are in feet and inches.
 3. All dimensions shown in this plan are in feet and inches.
 4. All dimensions shown in this plan are in feet and inches.
 5. All dimensions shown in this plan are in feet and inches.
 6. All dimensions shown in this plan are in feet and inches.
 7. All dimensions shown in this plan are in feet and inches.
 8. All dimensions shown in this plan are in feet and inches.
 9. All dimensions shown in this plan are in feet and inches.
 10. All dimensions shown in this plan are in feet and inches.



A-21120

PROJECT NAME	THE ENVOY
OWNER	A CONDOMINIUM
DESIGNER	FIFTH FLOOR PLAN
DATE	
SCALE	
BY	
CHECKED	
DATE	

Exhibit "B"
 "B-10"



NOTES:
 1. All dimensions shown in this plan are approximate and are subject to change without notice.
 2. All dimensions shown in this plan are approximate and are subject to change without notice.
 3. All dimensions shown in this plan are approximate and are subject to change without notice.
 4. All dimensions shown in this plan are approximate and are subject to change without notice.
 5. All dimensions shown in this plan are approximate and are subject to change without notice.
 6. All dimensions shown in this plan are approximate and are subject to change without notice.
 7. All dimensions shown in this plan are approximate and are subject to change without notice.
 8. All dimensions shown in this plan are approximate and are subject to change without notice.
 9. All dimensions shown in this plan are approximate and are subject to change without notice.
 10. All dimensions shown in this plan are approximate and are subject to change without notice.

UNIT NO.	ELEVATIONS	
	UNFINISHED FLOOR	FINISHED FLOOR
801	88.02	78.97
802	88.02	78.97
803	88.02	78.97
804	88.02	78.97

A-24230

Project Name	THE ENVOY A CONDOMINIUM
Client	BRIT L. LEWIS & ASSOCIATES, INC.
Architect	BRIT L. LEWIS & ASSOCIATES, INC.
Address	WEST PALM BEACH FLORIDA
Scale	AS SHOWN
Date	11/17/97
Sheet No.	817TH FLOOR PLAN

Exhibit "B"
 "B-11"