

133875

SUNFLOWER

A Condominium

DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS: That BOCA WOODS TOMNHOMES, INC., a Florida corporation (hereinafter referred to as the "Declarer"), being the owner in fee simple to certain lands situated in Palm Beach County, Florida, being more particularly described in exhibits attached hereto

DOES HEREBY DECLARE:

1. The real property and improvements thereon situated in Palm Beach County, Florida, and described in Exhibits "A-1" and "A-R" are hereby submitted to condominium ownership pursuant to the presently existing provisions of Chapter 711, Florida Statutes, hereinafter referred to as the "Condominium Act". The real property described in Exhibit "A-1" is the initial phase of SUNFLOWER, a three-phase Condominium described in Paragraph 4 hereafter. The real property described in Exhibit "A-R" is the initial recreational area and constitutes part of the Common Elements as hereinafter defined to be used in common by all Unit Owners in this initial phase hereinafter referred to as "SUNFLOWER I" and all Unit Owners in the second and third phases hereinafter referred to as "SUNFLOWER II" and "SUNFLOWER III".

All of the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all persons claiming by, through or under such persons, agree to be bound by the provisions hereof, as well as by the Articles of Incorporation and By-Laws of SUNFLOWER CONDOMINIUM ASSOCIATION, INC. Both the burdens and benefits provided shall run with each Unit and the interest in the Common Elements as defined herein.

2. The name by which this Condominium is to be identified is SUNFLOWER, a Condominium.
3. As used in this Declaration of Condominium:
  - 3.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
  - 3.2 "Association" means the entity responsible for the operation of the Condominium, SUNFLOWER CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation.
  - 3.3 "Board" or "Board of Administration" means the Board of Directors of the Association responsible for the administration of the Association.

Prepared by and Return to:

Francis N. Pohlis  
Suite 2620  
1 Biscayne Tower  
Miami, Florida

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- 3.6 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association.
- 3.7 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 3.8 "Condominium" means that form of ownership of Condominium Property under which Units 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.
- 3.9 "Condominium Property" means and includes the land subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 3.10 "Condominium Unit" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.
- 3.11 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto as it may from time to time be amended.
- 3.12 "Declarer" means BOCA WOODS TOWNHOMES, INC., its assignees, nominees or successors.
- 3.13 "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company, Mortgage Company, Real Estate Investment Trust or FHA, VA, FNMA and FHLMC approved Lender holding a first mortgage upon a Unit, and their respective successors or assigns.
- 3.14 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
- 3.15 "Operation" or "Operation of Condominium" means and includes the administration and management of the Condominium Property.
- 3.16 "Unit" means a part of the Condominium Property which is to be subject to private ownership.
- 3.17 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Unit.

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

4. This Condominium is being developed in three phases, of which SUNFLOWER I, the initial phase is being submitted to the condominium form of ownership. A general plot plan showing all of the contemplated phases is attached hereto as Exhibit "D-1".

4.1 The legal descriptions of all anticipated phases are:

4.1.1 The legal description of SUNFLOWER I, the initial phase, is attached hereto as Exhibit "A-1" and the survey thereof is attached as Exhibit "D-2".

4.1.2 The legal description of SUNFLOWER II, the second phase, is attached hereto as Exhibit "A-2" and the survey thereof is attached as Exhibit "D-3", and the time period within which SUNFLOWER II is to be completed and added to the Condominium shall not exceed nine (9) months from the date of recording the Declaration submitting the initial phase to the condominium form of ownership.

4.1.3 The legal description of SUNFLOWER III, the third phase, is attached hereto as Exhibit "A-3" and the survey thereof is attached as Exhibit "D-4", and the time period within which SUNFLOWER III is to be completed and added to the Condominium shall not exceed twelve (12) months from the date of recording the Declaration submitting the initial phase to the condominium form of ownership.

4.1.4 The legal description of the Recreational Area to be used in common by all Unit Owners in SUNFLOWER I, SUNFLOWER II and SUNFLOWER III, is attached hereto as Exhibit "A-R" and the survey thereof is attached hereto as Exhibit "D-5".

4.1.5 The Declarer reserves the absolute right to add an additional recreational area to the Condominium Property. The Declarer does not presently own the proposed additional recreational area, nor is the same presently zoned to permit the intended use as a recreational area, and therefore such additional area is purely contingent upon the happening of events which are not exclusively in the control of the Declarer.

- 4.2 The general size of each Unit to be included in each phase is shown on the respective surveys of each phase referred to in Article 4.1 above; a typical floor plan of each such Unit in each phase is shown in Exhibit "D-6" attached hereto; a sketch of the typical front and rear elevation of each such Unit in each such phase is shown in Exhibit "D-7" attached hereto.

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4.3 The number of Units to be included in each phase and each Unit's percentage of ownership in the Common Elements as each phase is added is:

4.3.1 As to the initial phase, SUNFLOWER I, as set forth in Exhibit "B-1" attached hereto.

4.3.2 As to the second phase, SUNFLOWER II, as set forth in Exhibit "B-2" attached hereto.

4.3.3 As to the third phase, SUNFLOWER III, as set forth in Exhibit "B-3" attached hereto.

The impact which the completion and submission to the condominium form of ownership by the Declarer of each additional phase will have upon SUNFLOWER I, the initial phase, will be to increase the quantity of Condominium Property and the number of Unit Owners entitled to use the Common Elements and the number of Unit Owners contributing to the Common Expenses and sharing in the Common Surplus.

4.4 The Recreation Area to be owned as Common Elements by all Unit Owners is legally described in Exhibit "A-R" and the recreational improvements and facilities thereon are shown on the Survey thereof attached hereto as Exhibit "D-5". Said Recreational Facilities presently exist and an inventory of the personal property provided in connection with such facilities is set forth in the books of the Association.

4.4.1 The Declarer intends to build within SUNFLOWER II, the second phase of this Condominium, an additional recreational facility which shall consist of a swimming pool and deck area, and which facility shall constitute a part of the Common Elements to be owned and used by all Unit Owners in the Condominium. If Phase II is not added as a part of the Condominium, this facility will not be dedicated for use by other Unit Owners and the Declarer shall not be required to provide any other or additional facility.

4.4.2 The Declarer may, in its sole discretion, acquire an additional parcel of land to be used as an additional recreational site. Said land is not presently owned by the Declarer nor is it presently zoned to permit recreational use. Such land, if acquired, shall constitute part of the Common Elements to be owned and used by all Unit Owners in the Condominium. Access to such property will be provided by, and the West 80 feet thereof shall be subject to, an easement for ingress and egress, which easement shall not be exclusive to the Unit Owners.

4.5 The membership vote and ownership in the Association attri-

butable to each Unit in each phase is 1/174th. If any phase or phases are not completed and added as a part of the Condominium, the result will be a proportionate increase in the share of Common Expenses and in the percentage of ownership of the Common Elements in the Condominium of the Unit Owners in the phase or phases which have been submitted to the condominium form of ownership, such that the total number of Units in the Condominium submitted to the condominium form of ownership shall be entitled to one hundred per cent (100%) ownership of all Common Elements within the phases actually completed and added as a part of the Condominium.

4.6 Nothing in this Declaration shall be deemed, interpreted or construed as requiring the Declarer to convey any additional lands or facilities to the Condominium or to submit any additional lands or facilities to the condominium form of ownership, but the provisions hereof shall be conclusively deemed, interpreted and construed only as a right reserved by the Declarer.

5. Each Condominium Unit is a separate parcel of real property, the ownership of which shall be in fee simple.

5.1 There shall pass with a Unit as appurtenances thereto:

5.1.1 An undivided share in the Common Elements.

5.1.2 An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated.

5.1.3 An undivided share in the Common Surplus.

5.1.4 Membership of each Unit Owner in the Association.

5.1.5 Parking space, to be assigned in accordance with Article 7.4 hereof.

5.2 The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There shall be a joint use of the Common Elements and a joint mutual easement for that purpose is hereby created.

5.3 The Owner of a Unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall the Unit Owner be deemed to own the pipes, wires, conduits or other public utility lines running through said Unit, which items are by these presents hereby made a part of the Common Elements. A Unit

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Owner, however, shall be deemed to own the walls and partitions which are contained within the Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc. Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundaries are as follows:

5.3.1 The upper and lower boundaries extended to an intersection with the perimetrical boundaries, the upper boundaries being the plane of the undecorated lower level of the upper members of the roof-truss and the lower boundaries being the horizontal plane of the undecorated finished ground floor.

5.3.2 The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

5.3.2.1 The exterior boundaries are the vertical planes of the undecorated finished interior walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

5.3.2.2 Where an outside balcony or patio serving only the Unit being bounded is attached or contiguous to the Unit, such balcony and/or patio is a Limited Common Element.

5.3.2.3 Exterior windows and frames, exterior glass sliding doors and frames and casings are Limited Common Elements.

5.4 Condominium Units shall be used for residential purposes.

5.5 Transfer of Units Subject to R.L.P.S. II

6. The undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

6.1 A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

6.2 The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of Common Elements shall lie.

6.3 Common Elements includes within its meaning the following items:

6.3.1 The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

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- 6.3.2 All parts of the improvements, including gardens and landscaping, which are not included within the Units.
- 6.3.3 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for furnishing of utility services to Units and the Common Elements.
- 6.3.4 An easement of support in every portion of a Unit which contributes to the support of a building.
- 6.3.5 Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.
- 6.3.6 The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.
- 6.3.7 Parking spaces, balconies, patios and patio green areas.

7. There shall be Limited Common Elements appurtenant to Units in this Condominium as reflected by the surveys.

7.1 The Limited Common Elements include:

- 7.1.1 The automobile parking spaces located on the Condominium Property and designated by numbers.
- 7.1.2 The balconies, patios and contiguous green space connected to certain Units.
- 7.1.3 Exterior windows and frames, exterior glass sliding doors and frames and casings.

7.2 These Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of the other Units, and there shall pass with the Unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant.

7.3 The obligation for maintenance and repair relating to the interior surfaces of balconies and patios and the interior and exterior windows and glass sliding doors shall be that of the Owner of a Unit to which the same are appurtenant and in the event of such Unit Owner's failure to properly maintain, the expense therefor shall be borne by and assessed against such individual Unit Owner for whom the said Limited Common Elements are reserved. Any other expense of maintenance, repair or replacement of said Common Elements shall be treated as and paid for as a part of the Common Expenses of the Association.

7.4 The Declarer reserves the right to designate and assign parking spaces as a Limited Common Element. Thereafter, any remaining parking will be assigned by the Association pursuant to the rules and regulations to be established by the Association.

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7.4.1 After the assignment of same, each parking space will pass as an appurtenance to the Unit. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant.

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8. The legal description and survey of the land involved in SUNFLOWER I is:

8.1 SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A-1" AND EXHIBIT "A-R"

8.2 Attached hereto and made a part hereof are Exhibits "D-2" and "D-5", being surveys of said lands together with a graphic description of the improvements in which the Units are located and a plot plan thereof, as well as the parking and recreation area.

8.3 The identification, location and dimensions of each Unit and the Common Elements appear on the Exhibits attached hereto. Together with this Declaration, they are in sufficient detail to identify the Common Elements, each Unit and their relative locations and approximate dimensions. A typical floor plan of each Unit is shown on Exhibit "D-6" attached hereto, and a sketch of the typical front and rear elevation is shown on Exhibit "D-7" attached hereto. The legend and notes contained thereon are incorporated herein and made a part hereof by reference.

8.4 A Certificate of Walter A. Cornell, a Surveyor authorized to practice in the State of Florida, stating that the Exhibits referred to in this Article 8, together with the wording of this Declaration, are a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the Common Elements, and of each Unit, is attached to this Declaration as Exhibit "C".

9. No Unit Owner, except the Declarer, shall make any change, alteration, enclosure, addition to or remove any portion of a Unit without the consent of the Board of Directors of the Association.

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9.1 The Board of Directors shall not be required to consider any request for consent without first having submitted to it detailed building drawings and specifications of such changes prepared and sealed by an Architect or Engineer licensed to do business in Florida.

9.2 No changes shall ever be made to the exterior of any building unless they shall be uniform throughout the building, except as provided in Article 9.3 hereof.

9.3 No screened enclosures of outside balconies or terraces or patios or contiguous green space shall be permitted by any Owner, other than the Declarer, except with the prior written consent of the Board of Directors of the Association, and in such case only in accordance with uniform plans for such enclosures approved by the Association.



9.4 The Declarer reserves the right to change the interior design and arrangements of all Units, and to alter the boundaries between the Units, and to enclose or otherwise alter the Limited Common Elements (i.e., the patios and contiguous green space), so long as the Declarer owns the Units and/or appurtenant Limited Common Elements so altered. No such change shall increase the number of Units in SUNFLOWER I or in any future phase of SUNFLOWER, a Condominium, nor alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is concerned, the Declarer shall apportion between the Units the shares in the Common Elements which are appurtenant to the Units concerned.

9.5 The Amendment of this Declaration reflecting such authorized alteration of plans by the Declarer need be signed and acknowledged only by the Declarer, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for an amendment.

10. SUNFLOWER I is hereby declared to contain and is divided into thirty (30) Units. Each such Unit, together with its undivided share of the Common Elements, constitutes a Condominium Unit.

10.1 For purposes of identification, each Condominium Unit has been numbered. The undivided share owned by each Unit Owner in the Common Elements appurtenant to each Unit, the percentage of sharing Common Expenses and owning Common Surplus are all shown on Exhibit "B-1" attached hereto.

10.2 The respective undivided interests as set forth in Exhibit "B-1" have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended, except by the Declarer to correct typographical errors or in the event either, or both, of the proposed future phases of SUNFLOWER, a Condominium, is not completed and added as part of the Condominium.

10.3 The Owners of Units, including the Declarer, shall be entitled to one (1) vote for each Unit owned.

10.3.1 If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit.

10.3.2 If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association.

10.3.3 If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate appointing such person signed by the President or Vice-President of the corporation, and filed with the Secretary of the Association. Such appointment shall be valid until revoked or until superseded by a subsequent certificate of appointment, or until a change in the ownership of the Unit concerned.

10.3.4 A vote may be exercised in person or by proxy.

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10.4 A person or corporation may own more than one Condominium Unit, but this will not change the respective undivided share in the Common Elements, percentage of sharing Common Expenses and owning Common Surplus.

10.4.1 Contiguous Condominium Units owned by the same person or corporation may, with the prior written consent of the Association, be altered in the manner provided in Article 9 hereof so as to integrate them as one Unit for living purposes only, and such alteration shall be at the expense of said Unit Owner, and may only be made if the same do not interfere with the enjoyment of the Common Elements of the Condominium by others, or the structural requirements of the building.

11. Easements are expressly provided for and reserved in favor of the Association, Unit Owners, their guests and invitees. Each of the following easements is a covenant running with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose. Each easement shall survive the termination of the Condominium and the exclusion of any Condominium Property from the Condominium.

11.1 Owners of Units in every phase of SUNFLOWER, a Condominium, when submitted to the condominium form of ownership, shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over drives, terraces, walks and other Common Elements.

11.2 Easements are reserved throughout the Condominium Property as may be required for utility services in order to serve the Units, the Common Elements and the Limited Common Elements adequately; provided, however, such easements shall be only according to the plans and specifications for the buildings, or as the buildings are constructed.

11.3 An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes.

11.4 Every portion of a Unit contributing to the support of the building or of the adjacent Units shall be burdened with an easement of support for the benefit of all Units in the building.

11.5 The Common Elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all Unit Owners for their use and the use of their guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended.

11.6 In case of an emergency originating or threatening any Unit, regardless of whether the Owner is present at the time of such

emergency, the Board of Directors of the Association, or any officer or other person authorized by them shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, each Unit Owner shall deposit with the Association a key to his Unit.

11.7 Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Elements, each Unit Owner shall permit the duly constituted and authorized agent of the Association to enter his Unit for such purposes; provided that such entry shall be made only at reasonable times and with such reasonable advance notice as the circumstances permit.

11.8 All Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

11.9 An exclusive easement shall exist for the use of the air space occupied by each Unit as it exists at any particular time and as the Unit may lawfully be altered.

12. The method of amending this Declaration is:

12.1 The Declarer reserves the absolute right to amend this Declaration for the purpose of adding to the Condominium the additional phases, or either of them, described as SUNFLOWER II and SUNFLOWER III, and for the purpose of adding to the Condominium Property additional recreational area (Common Elements).

12.1.1 The Declarer further reserves the absolute right in the event either or both of the additional phases are not completed or in the Declarer's discretion are not added as part of the Condominium to amend this Declaration to reflect one hundred per cent (100%) ownership of all Common Elements within the phases actually developed and added as part of the Condominium, and to reflect the undivided share of the Common Elements owned by each Unit Owner as an appurtenance to each Unit, and the percentage of sharing the Common Expenses and owning the Common Surplus.

12.1.2 Notwithstanding anything to the contrary contained in this Declaration, the Declarer expressly reserves the right to amend the Declaration to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Declarer may amend this Declaration by filing an

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amended legal description or descriptions as an amendment to the Declaration among the Public Records of Palm Beach County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise) in addition to the corrected legal description. There shall be attached to said amendment an affidavit of the individual or individuals responsible for the original or incorrect legal description whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect legal description to make that description such as is contained in the amendment.

12.1.3 Amendments to this Declaration by the Declarer for the foregoing purposes shall not require the execution of such amendments or the consents thereto or any joinder therein by any Unit Owner, or the joinder or consent of any mortgagee or lienor.

12.2 As long as the Declarer shall own any Unit in any of the phases of SUNFLOWER, the Declarer may amend this Declaration for any of the purposes described in Article 9 of this Declaration, or to correct any errors or omissions not affecting the rights of Unit Owners, lienors or Institutional Mortgagees, or to change the configuration or size of any Condominium Unit owned by the Declarer, or to alter or modify the appurtenances to any Unit, the Common Elements or the Limited Common Elements, and such amendment executed only by the Declarer shall be effective without the execution, joinder or consent of any other Unit Owner or the Association or any lienor or mortgagee. No such amendment shall adversely affect the lien or priority of any previously recorded mortgage held by an Institutional Mortgagee as the same affects a Unit.

12.3 The Declarer may amend this Declaration as aforescribed by filing an amendment to the Declaration in the Public Records of Palm Beach County, Florida. Such amendment need be executed and acknowledged only by the Declarer with the formalities of the execution of a deed, and shall include reference to the recording information identifying this Declaration, and need not be approved by the Association, Unit Owners, lienors or mortgagees of Units of the Condominium, whether elsewhere required for amendment of this Declaration.

12.4 This Declaration may be amended by Unit Owners only if the amendment is approved by the affirmative vote of not less than seventy-five per cent (75%) of all Unit Owners at a regular or special meeting of the members of the Association, notice of which meeting included a copy of the proposed amendment or amendments.

12.4.1 An amendment to this Declaration by Unit Owners shall be evidenced by a certificate of amendment executed with

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the formalities of a deed, which certificate of amendment need only be executed by the President or Vice-President of the Association when attested by the Secretary or any Assistant Secretary of the Association, which shall include the recording data identifying this Declaration and an affidavit executed by such officer and attested by such secretary attached thereto certifying that ~~seventy-five-per-cent (75%)~~ or more of the Unit Owners entitled to vote voted in favor of the amendment.

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12.4.2 No amendment shall adversely affect the lien or priority of any previously recorded mortgage held by an Institutional Mortgagee or otherwise impair or prejudice the rights and priorities of Institutional Mortgagees without the prior written consent of the Institutional Mortgagee so affected, and any such Institutional Mortgagee shall execute and acknowledge its joinder and consent which shall be filed with the amendment in the Public Records of Palm Beach County, Florida.

12.4.3 No amendment shall change any Condominium Unit nor a Unit Owner's share in the Common Elements appurtenant to each Unit nor the percentage of sharing Common Expenses or owning Common Elements, nor the voting rights appurtenant to any Unit, unless all of the record Owners of the Unit or Units so affected and all Institutional Mortgagees holding mortgages of record on the Unit or Units so affected or other voluntarily placed liens thereon shall join in the execution of the amendment.

12.5 If any provision of the Condominium Act of the State of Florida, or section, sentence, clause, phrase or word of said Act, or of this Declaration, the annexed Articles of Incorporation or By-Laws of the Association, or the application thereof in any circumstances, is held invalid, the validity of the remainder of said Act or instrument and/or of the application thereof in other circumstances shall not be affected thereby.

13. The Articles of Incorporation and the By-Laws of the Association are attached hereto as Exhibits "E" and "F", respectively, and made a part hereof, and the operation and management of the Condominium Property shall be governed thereby.

13.1 Amendments to the Articles of Incorporation or the By-Laws may be made in the manner provided therefor as set forth in said Articles of Incorporation and By-Laws, respectively.

13.2 No modification or amendment to the Articles of Incorporation or By-Laws shall be deemed valid unless set forth or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Article 12 hereof, nor shall any modification or amendment thereof be deemed valid which is inconsistent with any of the provisions of this Declaration, un-

less such provision of this Declaration is likewise amended.

13.3 No amendment to said Articles of Incorporation or By-Laws shall be adopted which would adversely affect or impair the validity or priority of any mortgage of record held by an Institutional Mortgagee encumbering any Condominium Unit or Condominium Property.

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13.4 The <sup>Dec</sup> By-Laws of the Association provide that no Unit Owner shall sell any Condominium Unit without the consent of the Association <sup>asset</sup> or without first providing the Association the right to purchase such Condominium Unit from the Unit Owner if it does not give such consent; provided, however, that such restrictions shall not be binding upon any Institutional Mortgagee who acquires title to a Condominium Unit by foreclosure or deed in lieu of foreclosure. <sup>in BL F.</sup>

14. The responsibility for the maintenance and repair of each Unit shall be that of the Unit Owner thereof. The responsibility for the maintenance and repair of the Common Elements shall be that of the Association. The responsibility for the maintenance and repair of the Limited Common Elements shall be that of the Association, except as provided in Article 7.3 of this Declaration. <sup>l.p.7</sup>

14.1 No Unit Owner shall make any alterations in the portion of the improvements of the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

14.2 Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners or other persons for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Unit Owners or persons.

15. Each Unit Owner shall pay 1/174th of the Common Expenses and shall own 1/174th of the Common Surplus. During the period of time that the Declarer controls the Condominium Association, the Declarer's sole obligation shall be to pay any amount of Common Expenses incurred during that period of time and not produced by the amount of monthly maintenance Assessments receivable from Unit Owners other than the Declarer, and the Declarer shall not be required to pay any Assessment with respect to Units owned by the Declarer during such period of time

15.1 Common expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by this Declaration, the Articles of Incorporation and the By-Laws.

15.1.1 Funds for the payment of Common Expenses shall be assessed against Unit Owners, other than the Declarer during the period set forth in this Article 15, in the

proportions or percentages of sharing Common Expenses and ownership of the Common Elements provided in this Declaration; provided, however, where separate meters or charges exist or are made for a Unit (viz., electric meters, water meters, etc.), such items shall be paid by the Unit Owner as charged or metered.

- 15.2 The Common Surplus shall be owned by Unit Owners in the shares provided in this Declaration.
- 15.3 Assessments shall be fixed by the Board of Directors of the Association and payable at such times as set by the Board of Directors, but not less frequently than quarterly. Common Surplus shall be distributed by the Board of Directors of the Association in the manner provided in the By-Laws of the Association.
- 15.4 Where an Institutional Mortgagee of record obtains title to a Condominium Unit as a result of foreclosure of a mortgage, or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments made by the Association pertaining to such Condominium Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage.
  - 15.4.1 Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer.
  - 15.4.2 Such acquirer, his successors or assigns shall have no right to receive, nor any interest in any Common Surplus which may exist and be distributable to the former Unit Owner, and the Association may use such undistributed Common Surplus as a set-off against any such prior Common Expenses or Assessments pertaining to such Condominium Unit to the extent available.
16. The Common Expenses of the Condominium shall be as determined by the Board of Directors of the Association from time to time, but not less frequently than annually in the manner set forth in Articles 50 and 51 of the By-Laws of the Association, which are attached hereto as Exhibit "F".
  - 16.1 Said expense shall include the cost of providing adequate insurance for the Condominium Property, including its Common Elements and Limited Common Elements, and all parts of the buildings, both exterior and interior, exclusive of a Unit Owner's Unit and contents.
    - 16.1.1 The coverage to be afforded by insurance carried in the name of the Association shall be as set forth in Article 17 of this Declaration.
  - 16.2 Said Common Expenses shall also include:
    - 16.2.1 The cost of maintaining, repairing and operating the

Common Elements and the Limited Common Elements and the operating expenses of the Association in connection with the operation of the Condominium, including its employees salaries and the expense allocable to services rendered by a management company with which the Association may contract.

- 16.2.2 Real and personal property taxes assessed against the Association on that portion of the Condominium Property not directly assessed against Unit Owners, if any, as well as any special assessments against such property by municipalities, counties and other taxing authorities. Taxes or Assessments levied and assessed against a Condominium Unit shall be paid by the Unit Owner thereof and shall be excluded from the Common Expenses.
- 16.2.3 Charges for utilities rendered directly and separately metered to the Association.
- 16.2.4 To maintain an adequate reserve for the maintenance, repair and replacement of Common Elements and Limited Common Elements.
- 16.2.5 Such other expenses as may be determined from time to time by the Board of Directors and which shall be allowed as a matter of law.

*Notes  
amen*

16.2.5 *Charges for basic cable T.V.*  
The enumeration of Common Expenses set forth herein is not exclusive.

16.3 A Unit Owner, regardless of how title is acquired, shall be liable for all Assessments coming due while he is the Owner of a Unit. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor of the Unit for all unpaid Assessments against the Unit being conveyed for the share of the Common Expenses and other Assessments allocable to such Unit up to the time of such voluntary conveyance.

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16.4 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or services or use of recreation facilities, or by abandonment of the Unit for which the Assessment was made.

16.5 Assessments and installments thereon not paid when due shall bear interest from the date when due at the rate of ten per cent (10%) per annum until paid. *10 late fee highest interest*

16.6 The Association shall have a lien upon each Condominium Unit for any unpaid Assessment and interest thereon assessed against the Owner of each Condominium Unit until paid. The Association shall file a lien against the Owner and Condominium Unit of such Owner who has failed to pay any Assessment for a period of sixty (60) days from the date due, and shall give notice thereof and of its intention to foreclose its lien to the Unit Owner, and shall proceed to enforce such lien by appropriate legal action within thirty (30) days of such notice if the Assessment, together with all interest and charges, has not been paid. *30d after default, assessments shall be accelerated at 15d notice*

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16.6.1 The method of enforcing such lien shall be by foreclosure or by any other manner authorized or permitted at law or equity, or as set forth in Section 711.15, Florida Statutes, as the same shall exist from time to time.

16.6.1.1 Such lien shall also secure a reasonable attorney's fee, all costs of collection and court costs incurred by the Association incident to the collection of such Assessment or the enforcement of such lien, for which sums all Owners of a Unit shall be jointly and severally liable as well as for any deficiency judgment.

16.6.1.2 The Association, by its Board of Directors and appropriate officers, within thirty (30) days of the date of filing such lien in the Public Records of Palm Beach County, Florida, and giving written notice thereof to the Unit Owner, shall commence foreclosure of such lien in the appropriate court having jurisdiction in Palm Beach County, Florida.

16.6.1.3 If such lien be foreclosed, or in the event of a deed in lieu of foreclosure be given, the delinquent Unit Owner shall be required to pay a reasonable rental for the Condominium Unit during the pendency of the foreclosure, and the Association shall be entitled to the appointment of a Receiver to collect the same, and such rental shall also be secured by the lien.

16.6.2 Such lien shall be executed by an officer of the Association and recorded in the Public Records of Palm Beach County, Florida, in the manner provided by law, within sixty (60) days of the date on which payment of the Assessment became due and payable to the Association, and such officer shall simultaneously give notice of the filing of the lien, and of the Association's intention to foreclose its lien to collect the unpaid Assessments within thirty (30) days from the date of such notice, together with a copy of the lien, to the non-paying Unit Owner by personal delivery or certified mail, return receipt requested, addressed to the Unit Owner. Such lien shall be in all events subordinate to the lien of any Institutional Mortgagee or any other lien recorded prior to the time of the recording of the claim of lien by the Association.

16.6.3 The Board of Directors may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if it appears to do so is in the best interests of the Association. Said lien shall be

effective as and in the manner provided by the Condominium Act, and shall have the priorities established by said Act.

16.6.4 Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, or more fully set forth in the Florida Statutes. The Association may bid at any sale in foreclosure and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

16.7 Any person who acquires an interest in a Condominium Unit, except through foreclosure of a first mortgage held by an Institutional Mortgagee of record (or deed in lieu thereof) as specifically provided in Article 15.4 of this Declaration, including, by way of illustration and not in limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements or the other rights, privileges and benefits of this Condominium until such time as all unpaid shares of Common Expenses and Assessments due and owing by the former Owner have been paid.

16.7.1 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a Condominium Unit as provided in greater detail in the Florida Statutes made and provided for same.

16.8 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any Common Expenses or Assessments to the Declarer or to any Unit Owner, or group of Unit Owners, or to any third party.

16.9 The Board of Directors of the Association may impose special or individual Assessments on Unit Owners, as provided in this Declaration, the Articles of Incorporation and By-Laws of the Association, for the cost and expense of repairs, replacements, or maintenance as therein provided or in Article 7.3 of this Declaration, or within a Unit for which said Unit Owner is otherwise responsible, which repairs he has failed or refused to make and which, if not made, might impair or endanger other persons or property or the use or value of the Condominium Property or any part thereof, including but not limited to the Common Elements or other Condominium Units.

16.9.1 There is hereby expressly granted to the Association the power and authority to enter any Unit and the Limited Common Elements appurtenant to any Unit to make or cause to be made any of the repairs or replacements, or to provide the maintenance, or to take such other action as may be reasonably necessary to cure any such situation or circumstances.

16.9.2 The Association is further granted the right to abate or eliminate any nuisance, private or public within the Condominium Property, including any Unit, or any condition deemed hazardous by the insurance underwriters.

- 16.9.3 The lien conferred by Section 711.15, Florida Statutes, (the Condominium Act), or by the Articles of Incorporation or By-Laws of the Association, or by this Declaration shall extend to and include special Assessments which may be enforced in the manner and upon the same terms and conditions as herein otherwise provided for the collection of Common Expenses and Assessments and the enforcement of liens of the Association.
17. The Insurance which shall be carried by the Association insuring the Condominium and which may be carried by Unit Owners at their own expense shall be governed by the following provisions:
- 17.1 A Unit Owner may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other property belonging to such Owner, and may, at his expense, obtain insurance coverage against another while within such Owner's Unit or upon the Common Elements or the Limited Common Elements.
- 17.1.1 All such insurance obtained by an Owner shall, whenever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other Unit Owners, the Association or the Declarer, and their respective employees, servants, agents and guests.
- 17.1.2 Risk of loss or damage to any furniture, furnishings and personal property constituting a portion of the Common Elements or Limited Common Elements which may be stored in any Unit shall be borne by the Owner.
- 17.1.3 All furniture, furnishings and personal property constituting a portion of the Common Elements and held for joint use and benefit of all Unit Owners shall be covered by such insurance as shall be maintained in force and effect by the Association.
- 17.1.4 A Unit Owner shall have no personal liability for any damage caused by the Association or its agents in connection with the use of the Common Elements or Limited Common Elements.
- 17.1.5 A Unit Owner shall be liable for any injuries or damage resulting from an accident within his own Unit, to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.
- 17.1.6 Any and all insurance and re-insurance placed or contracted for by any Unit Owner must be placed with an insurer licensed and authorized to do business in the State of Florida, and maintaining a licensed agent in the State of Florida.
- 17.2 Insurance shall be maintained in full force and effect by the Association which shall cover the operation and management of the Condominium, and shall include:

- 17.2.1 General property insurance covering all Condominium Property, including the Units, Common Elements and Limited Common Elements, including personal property owned by the Association, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier. Such general property insurance shall provide coverage as follows:
- 17.2.1.1 Loss or damage from fire, lighting, windstorm and hail, explosion, smoke, vehicles or aircraft, and riot.
  - 17.2.1.2 Loss or damage from other hazards that are customarily covered for buildings and property similar in construction, location and use, and that are available to the Condominium at reasonable cost as shall be determined from time to time by the Board of Directors, including but not limited to vandalism or malicious mischief, breakage of glass, falling objects, water damage, and collapse.
  - 17.2.1.3 Stipulated amount endorsement.
  - 17.2.1.4 Replacement cost endorsement.
  - 17.2.1.5 Products and completed operations endorsement.
  - 17.2.1.6 Such additional coverage that may from time to time be approved by the Board of Directors.
- 17.2.2 Comprehensive general liability insurance having a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) and providing coverage with respect to bodily injury, property damage, personal injury with exclusion "C" deleted, blanket contractual, host liquor, and hired and non-owned autos; and such additional coverage that may be approved from time to time by the Board of Directors.
- 17.2.3 Comprehensive crime insurance providing coverage with respect to employee dishonesty, money orders and counterfeit paper currency, and depositor's forgery; and such additional coverage that may be approved from time to time by the Board of Directors. The limits of liability for all such coverage shall be adequate to protect the Association in its circumstances, and such limits shall be determined from time to time by the Board of Directors.
- 17.2.4 Automobile insurance for all automobiles, trucks and other similar vehicles owned by the Association providing coverage with respect to medical payments, bodily injury liability, property damage liability, phys-

ical damage, and uninsured motorists; and such additional coverage that may be provided from time to time by the Board of Directors. The limits for bodily injury and property damage shall be a combined single limit of not less than One Million Dollars (\$1,000,000.). Limits of liability and deductibles for other coverage shall be adequate to protect the Association in its circumstances, and such limits shall be determined from time to time by the Board of Directors.

- 17.2.5 Boiler and machinery insurance to the extent such insurance is appropriate for the Condominium with \$1,000.00 deductible or such other deductible as shall be determined from time to time by the Board of Directors, and with limits of liability adequate to protect the Association in its circumstances as determined from time to time by the Board of Directors.
- 17.2.6 Workers' Compensation insurance meeting the requirements of Florida law.
- 17.3 All insurance coverage required to be purchased shall be purchased by the Association for the benefit of the Condominium, the Association and all Unit Owners and their mortgagees as their interests may appear.
  - 17.3.1 The cost of obtaining the insurance coverage required by Article 17.2 above is declared to be a Common Expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions of this Article 17.
  - 17.3.2 All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of all Unit Owners as a group and each Unit Owner individually.
  - 17.3.3 All insurance policies shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee, or its successors, and the insurance proceeds from any loss shall be held for the use and benefit of the Association, all Unit Owners and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided.
- 17.4 The Association is hereby declared to be and is appointed as "Authorized Agent" for all Unit Owners for the purpose of filing such proof of loss as may be required under the policy or policies of insurance and negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of insurance; and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy of insurance and resulting in loss of or damage to insured property, but this authority shall not be to the exclusion of the rights of Institutional Mortgagees hereunder or under the terms of their mortgages.

17.4.1 The Board of Directors will have the right to select an insurance company having a Best insurance rating of AXI or better with whom insurance coverage shall be placed, and shall have the right to select from among the entities designated in Article 17.5 below the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound by the selection so made, but the foregoing shall not be to the exclusion of the rights reserved unto Institutional Mortgagees herein.

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17.5 The Insurance Trustee shall be a Federal Deposit Insurance Corporation (FDIC) insured banking institution having trust powers or a Federal Savings and Loan Insurance Corporation (FSLIC) insured savings and loan association doing business in the State of Florida. If, at any time, the Board of Directors and officers of the Association are unable to secure the services of any such banking institution or savings and loan association to act as the Insurance Trustee, the Board of Directors may, with the prior written consent of the holder or holders of seventy five per cent (75%) of all Institutional Mortgages encumbering Units or any of the Condominium Property, select such other person or institution to act as Insurance Trustee, and the holder or holders of such Institutional Mortgages shall have the right to condition their consent to such alternate Insurance Trustee upon such terms as may be reasonable, including but not limited to the requirement that such alternate Insurance Trustee furnish good and sufficient surety bond to protect the Association, the Unit Owners and their mortgagees.

17.5.1 The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy of insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds.

17.5.2 The sole duty of the Insurance Trustee shall be to receive such proceeds of insurance as are paid and to hold the same in trust for the purposes herein stated for the benefit of the Condominium, the Association, Unit Owners and their respective mortgagees.

17.5.2.1 Such insurance proceeds are to be disbursed and paid by the Insurance Trustee as herein provided.

17.5.3 The Association, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder.

17.5.4 Said Insurance Trustee shall be liable for its wilful misconduct, bad faith or gross negligence, and then for only such money which comes into its possession.

17.5.5 Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Unit Owners and

their mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the Insurance Trustee may rely upon a Certificate of the President and Secretary of the Association executed under oath, which Certificate will be provided to said Insurance Trustee upon request made to the Association.

17.5.5.1 Such Certificate is to certify to the Insurance Trustee the name of all Unit Owners, the name of the mortgagee who may hold a mortgage encumbering each Condominium Unit, and the respective percentages of any distribution which may be required to be made to a Unit Owner and his mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of property.

17.6 In the event any insurance proceeds are paid to the Insurance Trustee for any loss, the Institutional Mortgagee holding a first mortgage encumbering the Unit or Units with respect to which such proceeds are paid shall have the right to elect to apply a proportionate share of the insurance proceeds allocable to the Unit encumbered by the lien of its mortgage to the reduction of its mortgage when:

17.6.1 The insurance proceeds paid as a result of a casualty, or otherwise, are insufficient to defray and cover the cost of repair and restoration and the Association and the Unit Owners, in violation and default of their express obligation to contribute additional funds as hereafter provided, fail or refuse to contribute such additional funds to cover the cost of such restoration and repair.

17.6.2 When such first mortgage is in default; provided, however, in such case, no portion of the insurance proceeds allocable to the repair, replacement or reconstruction of Common Elements may be applied for this purpose.

17.7 The Association shall maintain a special escrow account in an FDIC insured banking or FSLIC insured savings and loan institution in which it shall make monthly deposits in an amount equal to one-twelfth (1/12th) of the total annual premiums for the insurance required to be carried under Article 17.2 for the Condominium, the Association, the Unit Owners and their mortgagees. Such special escrow account shall be in the name of the Insurance Trustee as Trustee for the Association, and shall be maintained separate from all other accounts of the Association, and the monthly deposit to such account shall be made each month before the tenth (10th) day of each calendar month.

17.7.1 The purpose of said fund shall be to make available an amount sufficient to defray the annual cost of insur-

ance one month prior to the due date of the premium payments.

- 17.7.2 In the event the Association or the Unit Owners fail or refuse to maintain such escrow account and do not, in fact, pay for such insurance coverage as is required in Article 17.2, any Institutional Mortgagee shall have the right, at its option, to enforce the requirements of this Article 17 by legal proceedings to obtain mandatory injunction compelling the Board of Directors and officers of the Association to comply or to pay such premium payments or to order such insurance coverage and, to the extent of such funds advanced, said Institutional Mortgagee shall be subrogated to the assessment rights of the Association against all individual Condominium Units in the Condominium for the payment of such item of Common Expense.
- 17.7.3 The Insurance Trustee shall have no obligation to advance funds for such insurance premiums.
- 17.8 In the event of loss or damage to only Common Elements, real or personal, which loss or damage is covered by insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage.
- 17.8.1 If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid in such proportion as each Unit bears to the undivided interest in Common Elements appurtenant to all Units by the Insurance Trustee to each Unit Owner and his Institutional Mortgagee, and the Institutional Mortgagee shall have the right to receive such excess insurance proceeds and apply the same to the outstanding balance of its mortgage in the manner provided by the terms of such mortgage for prepayments thereunder.
- 17.8.2 If it appears that the insurance proceeds covering the loss or damage payable to the Insurance Trustee are not sufficient to pay the total cost of repair, replacement or reconstruction of such Common Elements, then the Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received will enable the Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage.
- 17.8.2.1 The monies to be deposited by the Association with the Insurance Trustee, in said latter event may be paid by the Association out of reserve funds, if any, and if the amount of such funds is not sufficient, or if the Board of Directors determines not to use such funds for said purpose, then the Association shall



levy and collect an Assessment against all Unit Owners in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

17.9 In the event of loss or damage to Common Elements and one or more Units, which loss or damage is covered by insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall first be applied to the repair, replacement or reconstruction of Common Elements, and any remaining insurance proceeds shall then be applied to the repair, replacement or reconstruction of any Unit which may have sustained any covered loss or damage.

17.9.1 If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the Common Elements and Units sustaining any loss or damage, then such excess insurance proceeds shall be paid in such proportion as each Unit bears to the undivided interest in Common Elements appurtenant to all Units by the Insurance Trustee separately to each Unit Owner and his Institutional Mortgagee, and the Institutional Mortgagee shall have the right to receive such excess insurance proceeds and apply the same to the outstanding balance of its mortgage in the manner provided by the terms of such mortgage for prepayments thereunder.

17.9.2 If it appears that the insurance proceeds covering the loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds, when collected, will not be sufficient, then the Board of Directors shall, based on reliable, detailed estimates obtained from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the Common Elements and Units sustaining any loss or damage.

17.9.2.1 If the proceeds of said insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to Common Elements, but not sufficient to repair, replace or reconstruct any loss or damage to Units, then the Association shall levy and collect an Assessment from the Unit Owner or Owners sustaining any loss or damage, and the Assessment so collected from said Owner or Owners shall be deposited with the Insurance Trustee, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all Common Elements and Units.

17.9.2.2 In said latter event, the Assessment to be levied and collected from a Unit Owner sustaining loss or damage shall be apportioned among all such Unit Owners in such manner that the Assessment levied against each Owner and his Unit shall bear the same proportion to the total Assessment levied against all Owners of Units sustaining loss or damage as the cost of repair, replacement or reconstruction of each Unit bears to the cost applicable to all of said Units sustaining loss or damage.

17.9.3 If the insurance proceeds payable to the Insurance Trustee in the event of the loss or damage to Common Elements and Units is not in an amount which will pay for the complete repair, replacement or reconstruction of the Common Elements, it being recognized that such insurance proceeds are to be first applied to the payment for repair, replacement or reconstruction of said Common Elements before being applied to the repair, replacement or reconstruction of a Unit, then the cost to repair, replace or reconstruct said Common Elements in excess of available insurance proceeds shall be levied and collected as an Assessment from all Unit Owners in the same manner as if the loss or damage sustained had been solely to the Common Elements and the insurance proceeds had not been sufficient to cover the cost of repair, replacement or reconstruction.

17.9.3.1 The cost of repair, replacement or reconstruction of each Unit sustaining loss or damage shall then be levied and collected by Assessment of Unit Owners sustaining the loss or damage in the same manner provided in Article 17.9.2.2 for the apportionment of such Assessment among Unit Owners sustaining such loss or damage.

17.10 In the event of loss or damage to property covered by such insurance, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage in accordance with the original plans and specifications of this Condominium prepared by RICHARD A. LFFCOURT, dated August 2, 1973, as the same may have been modified, copies of which have been filed with the Association; provided, however, different architectural plans prepared by architects and engineers licensed in the State of Florida may be obtained and the repairs, replacements or reconstruction made in accordance therewith when approved at a special meeting of the members of the Association held in accordance with its By-Laws, and by each Unit Owner whose Unit will be affected by such different plans, and by all

Institutional Mortgagees holding mortgages upon such affected Units.

- 17.10.1 Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors may deem to be in the best interests of the membership.
- 17.10.2 Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to pay in total the cost of repair, replacement or reconstruction, the additional monies required to completely pay for such repair or reconstruction of said loss or damage, whether to be paid by all Unit Owners or only Owners of Units sustaining loss or damage, or both, shall be deposited with the Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the proceeds payable under the policies of insurance.
- 17.11 In the event of loss or damage to personal property belonging to the Association, the insurance proceeds, when received by the Insurance Trustee, shall be paid to the Association, unless:
- 17.11.1 Should the Board of Directors determine not to replace lost or damaged personal property constituting a portion of the Common Elements, the insurance proceeds received by the Insurance Trustee shall be paid in such proportion as each Unit bears to the undivided interest in Common Elements appurtenant to all Units by the Insurance Trustee separately to each Unit Owner and his Institutional Mortgagee, and the Institutional Mortgagee shall have the right to receive such excess insurance proceeds and apply the same to the outstanding balance of its mortgage in the manner provided by the terms of such mortgage for prepayments thereunder.
- 17.12 Contracts for repair, replacement or reconstruction of loss or damage shall be let by the Board of Directors in the name of the Association and the Board of Directors shall authorize payments to be made thereunder by the Insurance Trustee.
- 17.13 The Board of Directors may enter into such agreements with the Insurance Trustee as it may deem in the best interests of the Association for the purpose of effectuating the intent hereof, provided that such agreement shall not prejudice the rights of the Institutional Mortgagees.
- 17.14 Any and all of the above stated insurance or any other insurance, including re-insurance placed or contracted for by the Association, must be placed with an insurer licensed and authorized to do business in the State of Florida which maintains a licensed agent in the State of Florida.
- 17.15 Certain provisions in this Article 17 are for the benefit of mortgagees of Condominium Units and all of such provisions are covenants for the benefit of such mortgagees and may be enforced by them. This Article 17 may not be amended without the written

consent of Institutional Mortgagees ninety per cent (90%) of all first mortgages of record on Condominium Units in this Condominium, and the successors or assigns of any such Institutional Mortgagees.

18. If ninety per cent (90%) of all Unit Owners and the holders of ninety per cent (90%) of all first mortgages of record affecting any of the Condominium Units execute and duly record an instrument terminating the Condominium, the Condominium Property shall be deemed removed from the provisions of the Florida Condominium Act and thereafter owned in common by the Unit Owner in the same undivided share as each Unit Owner previously owned in the Common Elements.

18.1 A Unit Owner's right to share in the Common Elements and Common Surplus does not include the right to withdraw or to require payment or distribution thereof, except on termination and dissolution of the Condominium. A Unit Owner's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

18.2 In the event of termination of the Condominium, all liens and mortgages shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by such lien or mortgage in its same priority.

19. Any Institutional Mortgagee as defined in Article 3.13 of this Declaration and any successor or assign of such Institutional Mortgagee holding a first mortgage of record on a Condominium Unit or any portion of the Condominium Property who makes a request in writing to the Association for the items or privileges provided in this Article shall have the following rights:

19.1 To be furnished with at least one copy of the annual budget of Common Expenses.

19.2 To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, and/or Federal Tax Return, prepared by a Certified Public Accountant designated by the Association, which may include a detailed statement of annual carrying charges, income collected, and operating expenses.

19.3 To be furnished a mortgagee endorsement of the insurance policies covering the Condominium, the Association, the Condominium Property, the Common Elements and Limited Common Elements which endorsement shall require that the Institutional Mortgagee be given any notice of cancellation provided for in such policy.

19.4 To be furnished a copy of any agreement between the Association and the Insurance Trustee and to be given notice of any change of Insurance Trustee, and a copy of any new agreement.

19.5 To be given written notice by the Association of the call of a meeting of the Unit Owners to be held for the purpose of considering any proposed Amendment to this Declaration, or to the Articles of Incorporation or to the By-Laws of the Association, which notice shall state the nature of the Amendment being proposed, or for the purpose of considering the question of termination of the Condominium.

19.6 To be given notice of default in the payment of any Common

Expense or Assessment or other default in the performance of any obligation under the Condominium documents by any Owner of a Unit encumbered by a mortgage held by such Institutional Mortgagee, or its successors or assigns, such notice to be given in writing and to be sent to the principal office of such Institutional Mortgagee, or to the place which it or they may designate in writing to the Association from time to time.

19.7 To be given notice of any casualty loss or destruction, whether partial or total, affecting any Unit or Units or Common Elements encumbered by the lien of its mortgage.

19.8 To be given notice of any eminent domain or condemnation proceedings, or proceedings in the nature thereof.

20. Restrictions contained in the Articles of Incorporation and By-Laws of the Association, and Rules and Regulations promulgated in accordance with the Condominium Documents shall be applicable to and constitute covenants running with the land. A copy of the initial Rules and Regulations of the Association are attached hereto as Exhibit "G".
21. The provisions of this Declaration, as amended from time to time, and of the annexed Articles of Incorporation and By-Laws, as the same may be lawfully amended from time to time, and the Rules and Regulations of the Association shall be binding upon all Unit Owners and their heirs, personal representatives, successors and assigns.
22. Failure of a Unit Owner to comply with the terms of this Declaration, the By-Laws and Articles of Incorporation of the Association, the Rules and Regulations, and other instruments herein referred to or attached as Exhibits shall entitle the Association, or other Unit Owners, to such relief as may be provided by law or equity, in addition to the rights conferred to them by this Declaration and Exhibits attached hereto. If the Association shall be required to file any action to obtain compliance therewith, or to enforce its rights against a Unit Owner, it shall be entitled to be reimbursed for its reasonable attorney's fees and court costs, for which such Unit Owner shall be liable.
23. The failure of the Declarer, or the Association, or any Unit Owner, to enforce any covenant, restriction or other provisions of this Declaration, the By-Laws, Articles of Incorporation or the Rules and Regulations of the Association from time to time adopted, or any of the rights conferred by the Condominium Act of the State of Florida shall not constitute a waiver of the right to do so thereafter.
24. A Construction Loan (the "Loan") has been obtained from the Trustees of ALISON MORTGAGE INVESTMENT TRUST, a California business trust ("AMIT"), for the purpose of constructing the Condominium improvements which Loan is secured by a mortgage (the "Mortgage") recorded in Official Records Book 8120, at Page 1574, in the office of the Clerk of the Circuit Court of Palm Beach County, Florida.

*1/28/95  
amend  
to fine pursuant  
to BLS*

*25. see 3/22/95 Amend. Pets.*

24.1 The Mortgage shall be and remain a first lien on the real property and improvements described therein and included as a part of the Condominium Property superior to the rights of contract purchasers of Condominium Units, until a valid release of the Mortgage has been executed and delivered pursuant to the closing of each Condominium Unit.

IN WITNESS WHEREOF, BOCA WOODS TOWNHOMES, INC. has caused this Declaration of Condominium to be executed this 3<sup>rd</sup> day of December, 1976.

Signed, sealed and delivered  
in the presence of:

BOCA WOODS TOWNHOMES, INC.

[Signature]  
[Signature]

By: [Signature]  
(Corporate Seal)



STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF            )

THE FOREGOING INSTRUMENT was acknowledged before me this day of December, 1976, by MARVIN J. REE, President of BOCA WOODS TOWNHOMES, INC., a Florida corporation, on behalf of said corporation.

[Signature]  
Notary Public,  
State of Florida-at-Large



My commission expires:

NOTARY PUBLIC, State of FLORIDA at LARGE  
My Commission Expires March 23, 1980

ENTIRE CONSENT AMENDED

CONSENT OF MORTGAGEE

ALISON MORTGAGE INVESTMENT TRUST, a California business trust, herein called the "Mortgagee", the owner and holder of that certain Mortgage upon the real property in Palm Beach County, Florida, described in said Mortgage, dated the 29th day of June, 1973, and recorded in Official Records Book 2180, at Page 1574, of the Public Records of Palm Beach County, Florida, hereby consents to the submission of a portion of the real property encumbered by its Mortgage to the condominium form of ownership, said portion being the initial phase described in Exhibit "A-1" and the recreational area described in Exhibit "A-R", which are attached, to the Declaration of Condominium of SUNFLOWER, a Condominium, and the Mortgagee hereby agrees that the lien of its Mortgage shall be upon the following described property in Palm Beach County, Florida:

Units 1 through 30, inclusive, of SUNFLOWER, a Condominium, according to the Declaration of Condominium thereof, and all Exhibits attached thereto; TOGETHER with all of the appurtenances of the Units, including but not limited to the undivided shares in the Common Elements.

The aforescribed Mortgage shall be and remain a first lien on that portion of the real property and improvements and other property included as part of the Condominium Property, superior to the rights of contract purchasers of Condominium Units, until a valid Release has been executed.

Nothing herein contained shall in any way impair, alter, change or diminish the effect, lien or encumbrance of the aforescribed Mortgage on the remaining portions and parts of the originally mortgaged lands not submitted to condominium ownership, or any of the rights and remedies of the Mortgagee, its successors and assigns.

This instrument and every undertaking made pursuant hereto is executed on behalf of ALISON MORTGAGE INVESTMENT TRUST by one or more of its Trustees, Officers or Agents of the Trust, in his or their capacity as such, and not individually, under a Declaration of Trust dated June 17, 1969, as amended and restated; the obligations hereof shall be understood and expressly stated not to be binding upon any of the Trustees, Shareholders or Officers or Agents of the Trust personally, nor shall any of them be held to any personal liability hereunder, but the obligations shall be binding only upon the Trust Estate of ALISON MORTGAGE INVESTMENT TRUST and the Trust Estate only shall be liable. Reference is hereby made to the Declaration of Trust which is on file in the office of the County Recorder of Orange County, California.

Signed, sealed and delivered in the presence of:

*Arthur J. Hill*  
*J.A. Becker*

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

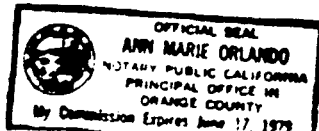
ALISON MORTGAGE INVESTMENT TRUST

By: *Arthur J. Hill*  
Executive Vice President  
By: *J.A. Becker*  
Secretary

THE FOREGOING INSTRUMENT was executed and acknowledged before me this 30th day of November, 1976, by Arthur J. Hill and J.A. Becker, Executive Vice President and Secretary respectively, of ALISON MORTGAGE INVESTMENT TRUST, a California business trust, on behalf of said Trust.

My commission expires:

*Ann Marie Orlando*  
Notary Public, State of California



DESCRIPTION OF INITIAL PHASE OF SUNFLOWER, A CONDOMINIUM, (SUNFLOWER 1), LYING AND BEING IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PART OF "PARCEL 1" OF GARDENS OF BOCA RATON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31, AT PAGE 143, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCE at the South quarter corner of said Section 32; thence South 89 degrees 13 minutes 08 seconds West along the Southerly line of said Section 32 a distance of 479.96 feet to a point; thence North 00 degrees 46 minutes 52 seconds West a distance of 1,859.02 feet to a point; thence North 89 degrees 13 minutes 08 seconds East, a distance of 142.12 feet to the POINT OF BEGINNING; thence North 89 degrees 13 minutes 08 seconds East a distance of 220.64 feet to a point of curvature; thence with the arc of a curve to the right having for its elements a radius of 25.00 feet a central angle of 90 degrees a distance of 39.27 feet to a point of tangency; thence South 00 degrees 46 minutes 52 seconds East a distance of 9.57 feet to a point of curvature; thence with the arc of a curve to the right having for its elements a radius of 445.00 feet, a central angle of 24 degrees 18 minutes 39 seconds, a distance of 188.82 feet to a point; thence South 89 degrees 13 minutes 08 seconds West, a distance of 109.11 feet to a point; thence North 00 degrees 46 minutes 52 seconds West, a distance of 24.00 feet to a point; thence South 87 degrees 13 minutes 08 seconds West, a distance of 50.00 feet to a point; thence South 44 degrees 13 minutes 08 seconds West a distance of 124.39 feet to a point; thence South 00 degrees 46 minutes 52 seconds East a distance of 122.06 feet to a point; thence South 15 degrees 30 minutes 54 seconds East a distance of 35.49 feet to a point on a curve; thence with the arc of a curve to the right having for its elements a radius of 345.00 feet a central angle of 39 degrees 13 minutes 37 seconds, a chord which bears North 87 degrees 53 minutes 41 seconds West, a distance of 231.61 feet, an arc distance of 236.20 feet to a point of compound curve; thence with the arc of a curve to the right having for its elements a radius of 25.00 feet, a central angle of 92 degrees 12 minutes 43 seconds, a distance of 40.23 feet to a point of compound curve; thence with the arc of a curve to the right having for its elements a radius of 1450.00 feet, a central angle of 17 degrees 45 minutes 11 seconds, a distance of 449.28 feet to a point of reverse curve; thence with the arc of a curve to the left having for its elements a radius of 845.00 feet, a central angle of 01 degrees 03 minutes 48 seconds, a distance of 15.68 feet to a point of reverse curve; thence with the arc of a curve having for its elements a radius of 25.00 feet, a central angle of 48 degrees 35 minutes 54 seconds, a distance of 21.20 feet to the POINT OF BEGINNING.

*see  
12/30/76  
amended  
3/18/77  
amended*

EXHIBIT "A-1"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNFLOWER

THE ABOVE DESCRIBED PROPERTY IS DEDICATED TO THE CONDOMINIUM FORM OF OWNERSHIP THIS 3rd DAY OF December, 1976.

W-2614 n:1434



DESCRIPTION OF "RECREATIONAL AREA" OF SUNFLOWER, A CONDOMINIUM, LYING IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PART OF "PARCEL 1" OF GARDENS OF BOCA RATON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31, AT PAGE 143, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE at the South quarter corner of said Section 32; thence South 89 degrees 13 minutes 08 seconds West along the Southerly line of said Section 32, a distance of 479.96 feet to a point; thence North 00 degrees 46 minutes 52 seconds West, a distance of 1,239.08 feet to a point; thence North 89 degrees 13 minutes 08 seconds East a distance of 110.25 feet to a point; thence North 00 degrees 46 minutes 52 seconds West, a distance of 181.83 feet to the POINT OF BEGINNING; thence North 15 degrees 30 minutes 54 seconds West a distance of 35.49 feet to a point; thence North 00 degrees 46 minutes 52 seconds West, a distance of 122.06 feet to a point; thence North 44 degrees 13 minutes 08 seconds East, a distance of 124.39 feet to a point; thence North 89 degrees 13 minutes 08 seconds East a distance of 50.00 feet to a point; thence South 00 degrees 46 minutes 52 seconds East a distance of 24.00 feet to a point; thence North 89 degrees 13 minutes 08 seconds East, a distance of 109.11 feet to a point on a curve; thence with the arc of a curve to the right having for its elements a radius of 445.00 feet, a central angle of 22 degrees 41 minutes 21 seconds, a chord which bears South 34 degree; 52 minutes 28 seconds West, a distance of 175.04 feet to a point of a compound curve; thence with the arc of a curve to the right having for its elements a radius of 345.00 feet, a central angle of 26 degrees 16 minutes 23 seconds, a chord which bears South 59 degrees 21 minutes 2) seconds West, a distance of 156.82 feet, an arc distance of 158.20 feet to the POINT OF BEGINNING.

EXHIBIT "A-R

TO

DECLARATION OF CONDOMINIUM

OF

SUNFLOWER

A Multi-Phase Condominium

THE ABOVE DESCRIBED PROPERTY IS DEDICATED TO THE CONDOMINIUM FORM OF OWNERSHIP THIS 3 DAY OF December, 1976, SUBJECT TO THAT CERTAIN RESERVATION OF EASEMENT DATED THE 3 DAY OF December, 1976, AND RECORDED IN OFFICIAL RECORDS BOOK 2613, AT PAGE 261, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EA2614 n:1435

DESCRIPTION OF SECOND PHASE OF "SUNFLOWER", A CONDOMINIUM (SUNFLOWER II),  
LYING IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY,  
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2, OF GARDENS OF BOCA RATON SUBDIVISION, according  
to the Plat thereof, recorded in Plat Book 31, at Page 143,  
of the Public Records of Palm Beach County, Florida.

EXHIBIT "A-2"

TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNFLOWER

A Multi-Phase Condominium

THE ABOVE DESCRIBED PROPERTY IS NOT DEDICATED TO THE CONDOMINIUM FORM OF  
OWNERSHIP AT THIS TIME, BUT MAY AT A LATER DATE BE ADDED AS PART OF SUN-  
FLOWER BY THE DECLARER.

ER2614 REC1436

DESCRIPTION OF THIRD PHASE OF "SUNFLOWER", A CONDOMINIUM (SUNFLOWER III),  
LYING IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY,  
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3, OF GARDENS OF BOCA RATON SUBDIVISION, according  
to the Plat thereof, recorded in Plat Book 31, at Page 143,  
of the Public Records of Palm Beach County, Florida.

EXHIBIT "A-3"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNFLOWER

A Multi-Phase Condominium

THE ABOVE DESCRIBED PROPERTY IS NOT DEDICATED TO THE CONDOMINIUM FORM OF  
OWNERSHIP AT THIS TIME, BUT MAY AT A LATER DATE BE ADDED AS PART OF SUN-  
FLOWER BY THE DECLARER.

EA2614 rez1437

SUNFLOWER  
COMMON OWNERSHIP PERCENTAGE  
OF UNITS IN INITIAL PHASE OF  
SUNFLOWER, A CONDOMINIUM

SUNFLOWER I UNIT NO.	FRACTIONAL UNDIVIDED SHARE IN COMMON ELEMENTS AND SHARE OF COMMON EXPENSES AND OF COMMON SURPLUS
1	1/174
2	1/174
3	1/174
4	1/174
5	1/174
6	1/174
7	1/174
8	1/174
9	1/174
10	1/174
11	1/174
12	1/174
13	1/174
14	1/174
15	1/174
16	1/174
17	1/174
18	1/174
19	1/174
20	1/174
21	1/174
22	1/174
23	1/174
24	1/174
25	1/174
26	1/174
27	1/174
28	1/174
29	1/174
30	1/174
<hr/>	
TOTAL OF COMMON OWNERSHIP APPURTENANT TO SUNFLOWER I	30/174

*see  
12/30/76  
amend  
+  
3/12/77  
amend*

EXHIBIT "B-1"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNFLOWER  
A Multi-Phase Condominium

THE ABOVE NUMBERED UNITS ARE SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP THIS 3rd DAY OF December, 1976, BY THE DECLARER.

SUNFLOWER

COMMON OWNERSHIP PERCENTAGE  
OF UNITS IN SECOND PHASE OF  
SUNFLOWER, A CONDOMINIUM

SUNFLOWER II UNIT NO.	FRACTIONAL UNDIVIDED SHARE IN COMMON ELEMENTS AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS	SUNFLOWER II UNIT NO.	FRACTIONAL UNDIVIDED SHARE IN COMMON ELEMENTS AND AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS
31	1/174	76	1/174
32	1/174	77	1/174
33	1/174	78	1/174
34	1/174	79	1/174
35	1/174	80	1/174
36	1/174	81	1/174
37	1/174	82	1/174
38	1/174	83	1/174
39	1/174	84	1/174
40	1/174	85	1/174
41	1/174	86	1/174
42	1/174	87	1/174
43	1/174	88	1/174
44	1/174	89	1/174
45	1/174	90	1/174
46	1/174	91	1/174
47	1/174	92	1/174
48	1/174	93	1/174
49	1/174	94	1/174
50	1/174	95	1/174
51	1/174	96	1/174
52	1/174	97	1/174
53	1/174	98	1/174
54	1/174	99	1/174
55	1/174	100	1/174
56	1/174	101	1/174
57	1/174	102	1/174
58	1/174	103	1/174
59	1/174	104	1/174
60	1/174	105	1/174
61	1/174	106	1/174
62	1/174	107	1/174
63	1/174	108	1/174
64	1/174	109	1/174
65	1/174	110	1/174
66	1/174	111	1/174
67	1/174	112	1/174
68	1/174	113	1/174
69	1/174	114	1/174
70	1/174	115	1/174
71	1/174	116	1/174
72	1/174	117	1/174
73	1/174	118	1/174
74	1/174	119	1/174
75	1/174	120	1/174

TOTAL OF COMMON OWNERSHIP  
APPURTENANT TO SUNFLOWER II

90/174

EXHIBIT "B-2"

TO  
DECLARATION OF CONDOMINIUM  
OF

SUNFLOWER

A Multi-Phase Condominium

THE ABOVE NUMBERED UNITS ARE NOT DEDICATED TO THE CONDOMINIUM FORM OF OWNERSHIP  
AT THIS TIME, BUT MAY AT A LATER DATE BE ADDED TO SUNFLOWER BY THE DECLARER.

SUNFLOWER

COMMON OWNERSHIP PERCENTAGE  
OF UNITS IN THIRD PHASE OF  
SUNFLOWER, A CONDOMINIUM

SUNFLOWER II UNIT NO.	FRACTIONAL UNDIVIDED SHARE IN COMMON ELEMENTS AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS	SUNFLOWER II UNIT NO.	FRACTIONAL UNDIVIDED SHARE IN COMMON ELEMENTS AND AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS
121	1/174	148	1/174
122	1/174	149	1/174
123	1/174	150	1/174
124	1/174	151	1/174
125	1/174	152	1/174
126	1/174	153	1/174
127	1/174	154	1/174
128	1/174	155	1/174
129	1/174	156	1/174
130	1/174	157	1/174
131	1/174	158	1/174
132	1/174	159	1/174
133	1/174	160	1/174
134	1/174	161	1/174
135	1/174	162	1/174
136	1/174	163	1/174
137	1/174	164	1/174
138	1/174	165	1/174
139	1/174	166	1/174
140	1/174	167	1/174
141	1/174	168	1/174
142	1/174	169	1/174
143	1/174	170	1/174
144	1/174	171	1/174
145	1/174	172	1/174
146	1/174	173	1/174
147	1/174	174	1/174

TOTAL OF COMMON OWNERSHIP  
APPURTENANT TO SUNFLOWER III

54/174

EXHIBIT "B-3

TO  
DECLARATION OF CONDOMINIUM  
OF

SUNFLOWER

A Multi-Phase Condominium

THE ABOVE NUMBERED UNITS ARE NOT DEDICATED TO THE CONDOMINIUM FORM OF OWNERSHIP  
AT THIS TIME, BUT MAY AT A LATER DATE BE ADDED TO SUNFLOWER BY THE DECLARER.

SUNFLOWER

A Condominium

SURVEYOR'S CERTIFICATE

DATED: 2 December, 1976

THIS IS TO CERTIFY that the Survey Exhibits referred to in Article 8, Page 8 of the Declaration of Condominium, which are attached hereto and consisting of Exhibits "D-2", "D-5", "D-6" and "D-7", prepared under Job No. 75-11-3, together with the wording of the Declaration of Condominium to which this Certificate is attached, is a correct representation of the improvements described and there can be determined therefrom the identification, location, and dimensions of the Common Elements, Limited Common Elements, and of each Unit in the initial phase of SUNFLOWER, a Condominium, as recently surveyed under my direction.

THIS IS TO FURTHER CERTIFY that the Survey Exhibits referred to in Article 4, Page 3 of the Declaration of Condominium, attached hereto and consisting of Exhibits "D-1", "D-3", "D-4", "D-6" and "D-7", prepared under Job No. 75-11-3, together with the wording of the Declaration of Condominium to which this Certificate is attached, is a correct representation of the improvements described in future phases of SUNFLOWER, a Condominium, and there can be determined therefrom the identification, location, and dimensions of the Common Elements, Limited Common Elements, and of each Unit in the proposed second phase of SUNFLOWER and in the proposed third phase of SUNFLOWER, a Condominium, as recently surveyed under my direction. Construction of the improvements in the proposed second and third phases are substantially completed.

MALTER A. CORNNELL

By:

*Walter A. Cornell*  
MALTER A. CORNNELL, President  
Registered Land Surveyor, No. 1787  
State of Florida

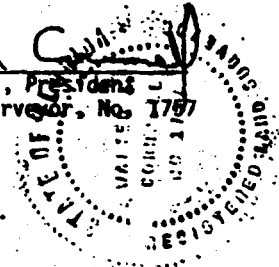


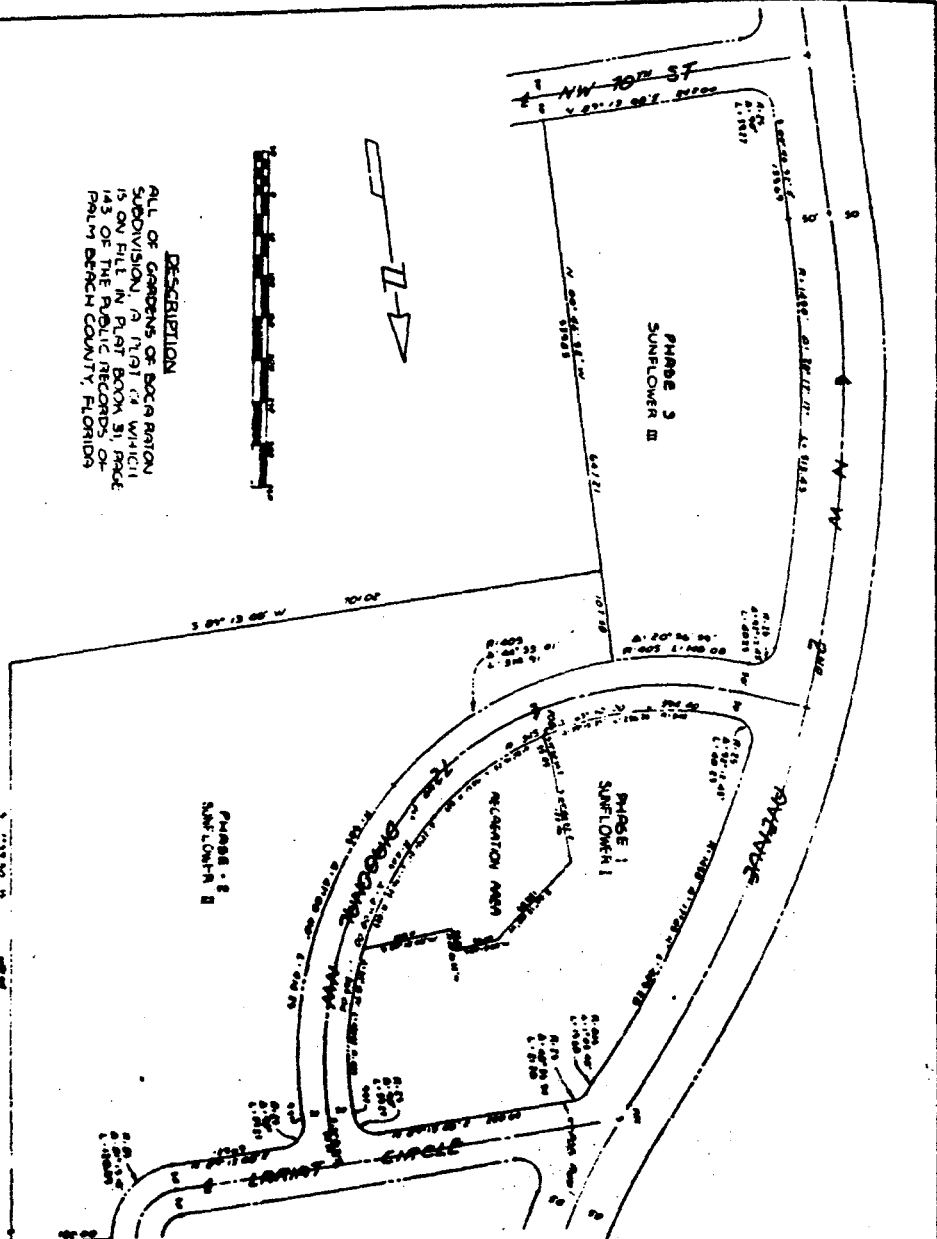
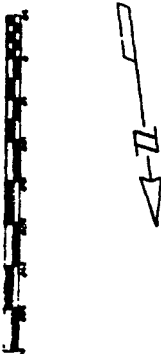
EXHIBIT "C"

TO  
DECLARATION OF CONDOMINIUM  
OF

SUNFLOWER

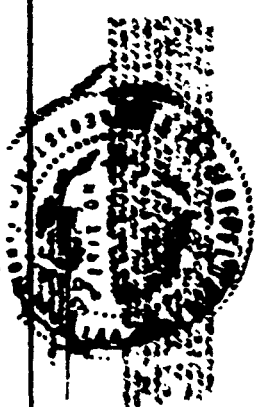
A Multi-Phase Condominium

**DESCRIPTION**  
 ALL OF GARDENS OF SOCA RATON  
 SUBDIVISION, A TRACT OF LAND  
 IS ON FILE IN PLAT BOOK 51, PAGE  
 143 OF THE PUBLIC RECORDS OF  
 PALM BEACH COUNTY, FLORIDA



**EXHIBIT "D"**  
 ANNEXED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 OF  
**SUNFLOWER**  
 CONDOMINIUM  
 IN 7 SHEETS - SHEET NO. 1

**INDEX**  
 SHEET 1 ..... THIS SHEET  
 SHEET 2 ..... PHASE 1  
 SHEET 3 ..... PHASE 2  
 SHEET 4 ..... PHASE 3  
 SHEET 5 ..... RELAXATION AREA  
 SHEET 6 ..... TYPICAL LORR Kiosk  
 SHEET 7 ..... UNIT PLACEMENT



**880006** SUNFLOWER BOCA RATON, FLORIDA **WALTER A. CORNELL, INC.** CONSULTING ENGINEERS LAND SURVEYORS BOCA RATON - FLORIDA

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document

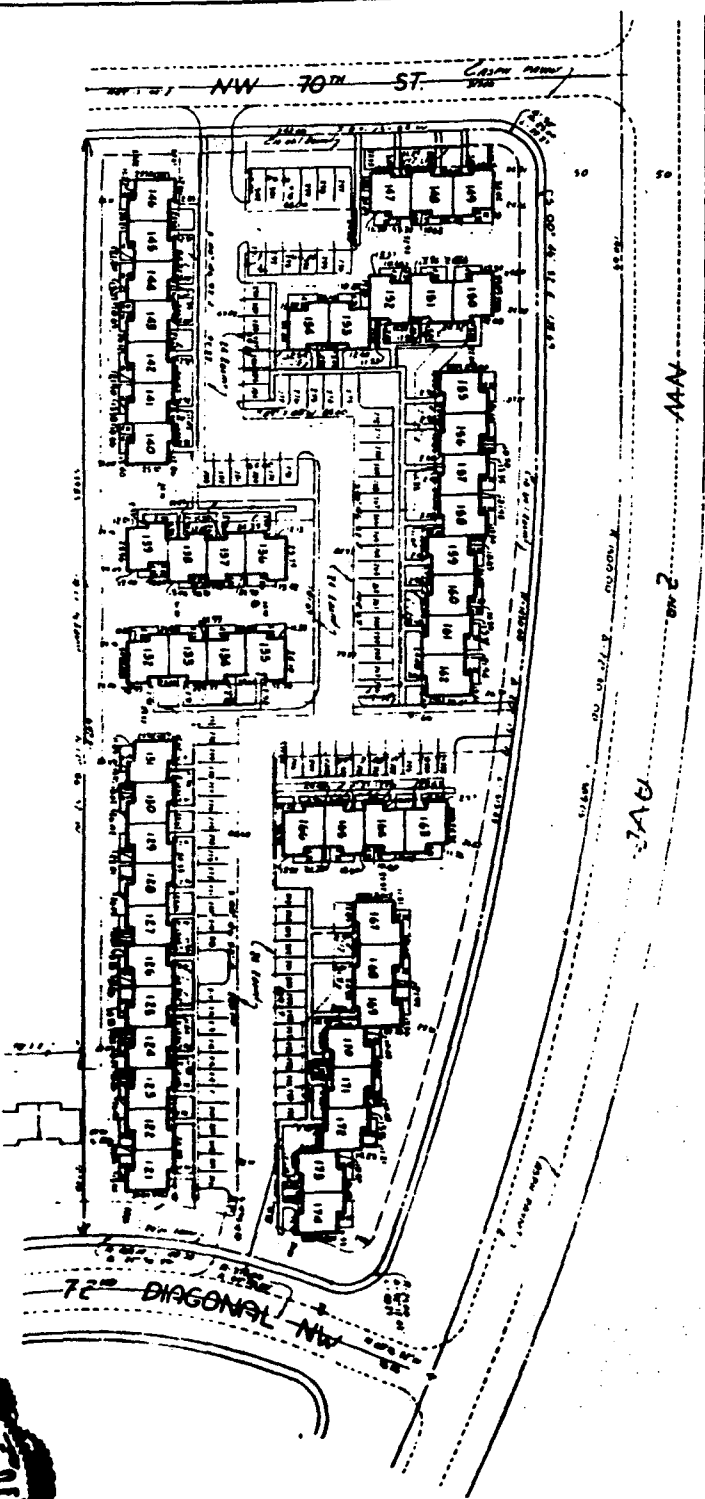
EXHIBIT "D-1"

EA2614 MCE1442



- NOTES:**
1. ELEVATIONS SHOWN HEREON ARE BASED ON THE 28.4 C.T. I.M.T.M.
  2. 200' MEASUREMENTS SHOWN HEREON ARE FROM POINT 1 (CORNER OF CORNER 200' BY 200' SHOWN THIS)
  3. MEASUREMENTS SHOWN THIS ARE 4' LINE: (CORNER ELEVATIONS SHOWN THIS)

NO.	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	100	100	100	100	100	100	100	100	100
2	100	100	100	100	100	100	100	100	100
3	100	100	100	100	100	100	100	100	100
4	100	100	100	100	100	100	100	100	100
5	100	100	100	100	100	100	100	100	100
6	100	100	100	100	100	100	100	100	100
7	100	100	100	100	100	100	100	100	100
8	100	100	100	100	100	100	100	100	100
9	100	100	100	100	100	100	100	100	100
10	100	100	100	100	100	100	100	100	100



**EXHIBIT 'D'**  
 ANNEXED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 OF  
**SUNFLOWER**  
 A CONDOMINIUM  
 IN 7 SHEETS SHEET NO. 4  
 SUNFLOWER II



**888888** **SUNFLOWER** **WALTER A. CORNELL, INC.** **CONSULTING ENGINEERS**  
 BOCA RATON, FLORIDA **BOCA RATON, FLORIDA** **LAND SURVEYORS**  
 BOCA RATON - FLORIDA

RECORDER'S MEMO: Legibility of Writing, Typing or Printing

EXHIBIT "D-4" -

2614 1445

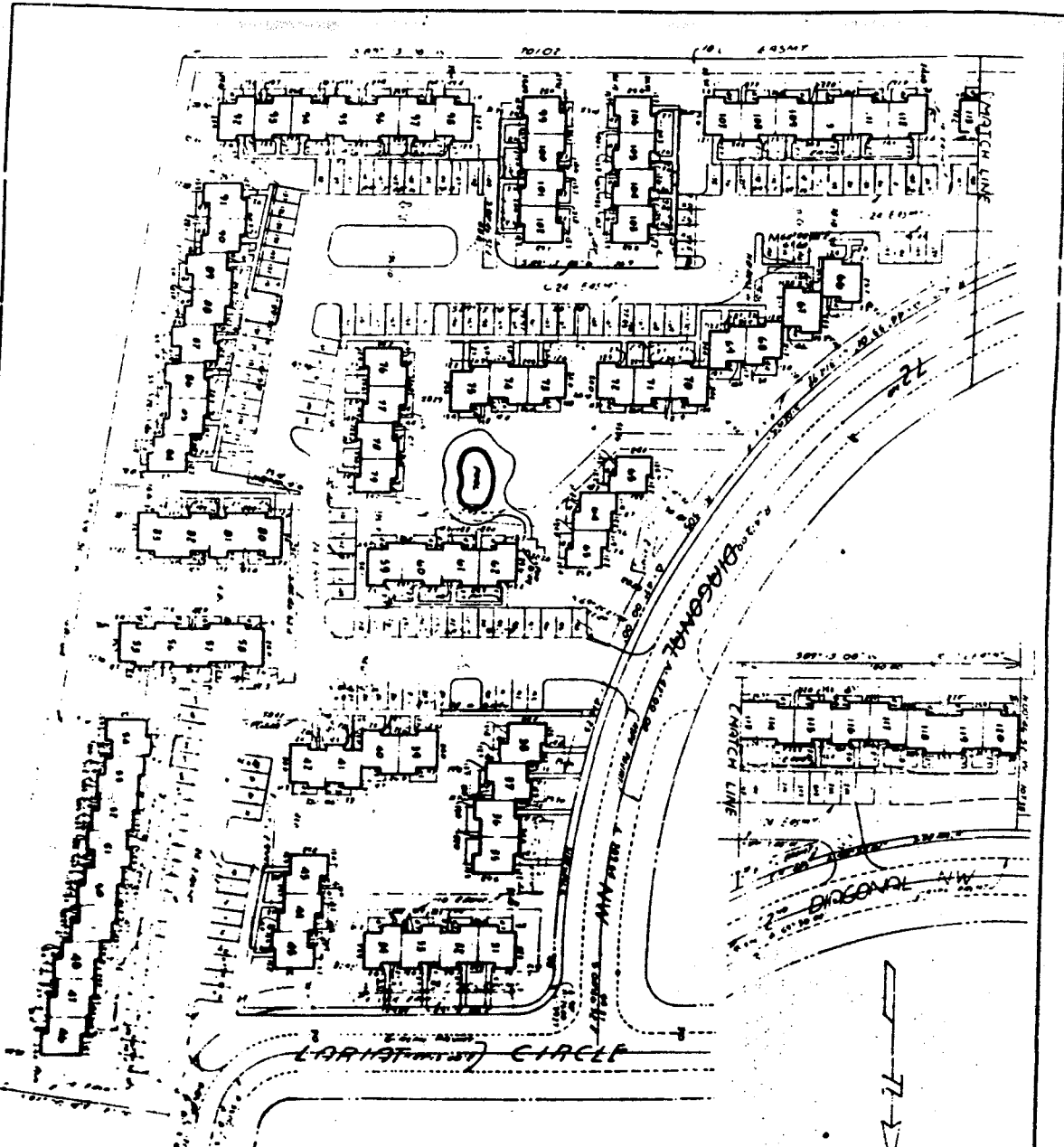


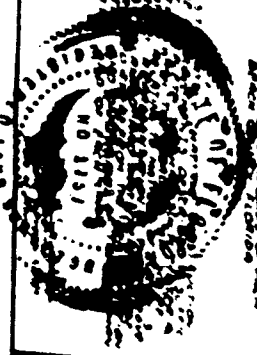
EXHIBIT 'D'  
 REFERRED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 OF  
**SUNFLOWER**  
 A CONDOMINIUM  
 IN 7 SHEETS - SHEET NO. 3  
**SUNFLOWER II**

NOTE:  
 1. ASSUMING SOUTH FACING, SEE  
 2. FOR THE LOCATION OF THE DRIVE  
 AND THE LOCATION OF THE  
 3. LIMITED COMMON ELEMENTS SEEN TO



DESCRIPTION

UNIT 101	UNIT 102	UNIT 103	UNIT 104	UNIT 105	UNIT 106	UNIT 107	UNIT 108	UNIT 109	UNIT 110
UNIT 111	UNIT 112	UNIT 113	UNIT 114	UNIT 115	UNIT 116	UNIT 117	UNIT 118	UNIT 119	UNIT 120
UNIT 121	UNIT 122	UNIT 123	UNIT 124	UNIT 125	UNIT 126	UNIT 127	UNIT 128	UNIT 129	UNIT 130
UNIT 131	UNIT 132	UNIT 133	UNIT 134	UNIT 135	UNIT 136	UNIT 137	UNIT 138	UNIT 139	UNIT 140
UNIT 141	UNIT 142	UNIT 143	UNIT 144	UNIT 145	UNIT 146	UNIT 147	UNIT 148	UNIT 149	UNIT 150
UNIT 151	UNIT 152	UNIT 153	UNIT 154	UNIT 155	UNIT 156	UNIT 157	UNIT 158	UNIT 159	UNIT 160
UNIT 161	UNIT 162	UNIT 163	UNIT 164	UNIT 165	UNIT 166	UNIT 167	UNIT 168	UNIT 169	UNIT 170
UNIT 171	UNIT 172	UNIT 173	UNIT 174	UNIT 175	UNIT 176	UNIT 177	UNIT 178	UNIT 179	UNIT 180
UNIT 181	UNIT 182	UNIT 183	UNIT 184	UNIT 185	UNIT 186	UNIT 187	UNIT 188	UNIT 189	UNIT 190
UNIT 191	UNIT 192	UNIT 193	UNIT 194	UNIT 195	UNIT 196	UNIT 197	UNIT 198	UNIT 199	UNIT 200



**SUNFLOWER** **WALTER A. CORNELL, INC.** CONSULTING ENGINEERS  
 9000 RAYON BLVD. 1000 RAYON BLVD. RAYON - FLORIDA

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EXHIBIT "D-3"

2614 REC1444

NOTE:  
 1. ALL V.L. AND SHOWN IN THIS PLAN  
 2. BASED ON THE SURVEY OF THE  
 3. 1956 BY THE SURVEYOR OF THE  
 4. 1956 BY THE SURVEYOR OF THE  
 5. 1956 BY THE SURVEYOR OF THE  
 6. 1956 BY THE SURVEYOR OF THE  
 7. 1956 BY THE SURVEYOR OF THE  
 8. 1956 BY THE SURVEYOR OF THE  
 9. 1956 BY THE SURVEYOR OF THE  
 10. 1956 BY THE SURVEYOR OF THE

CON'T. FLOOR: 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

1. 1956 BY THE SURVEYOR OF THE  
 2. 1956 BY THE SURVEYOR OF THE  
 3. 1956 BY THE SURVEYOR OF THE  
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 10. 1956 BY THE SURVEYOR OF THE

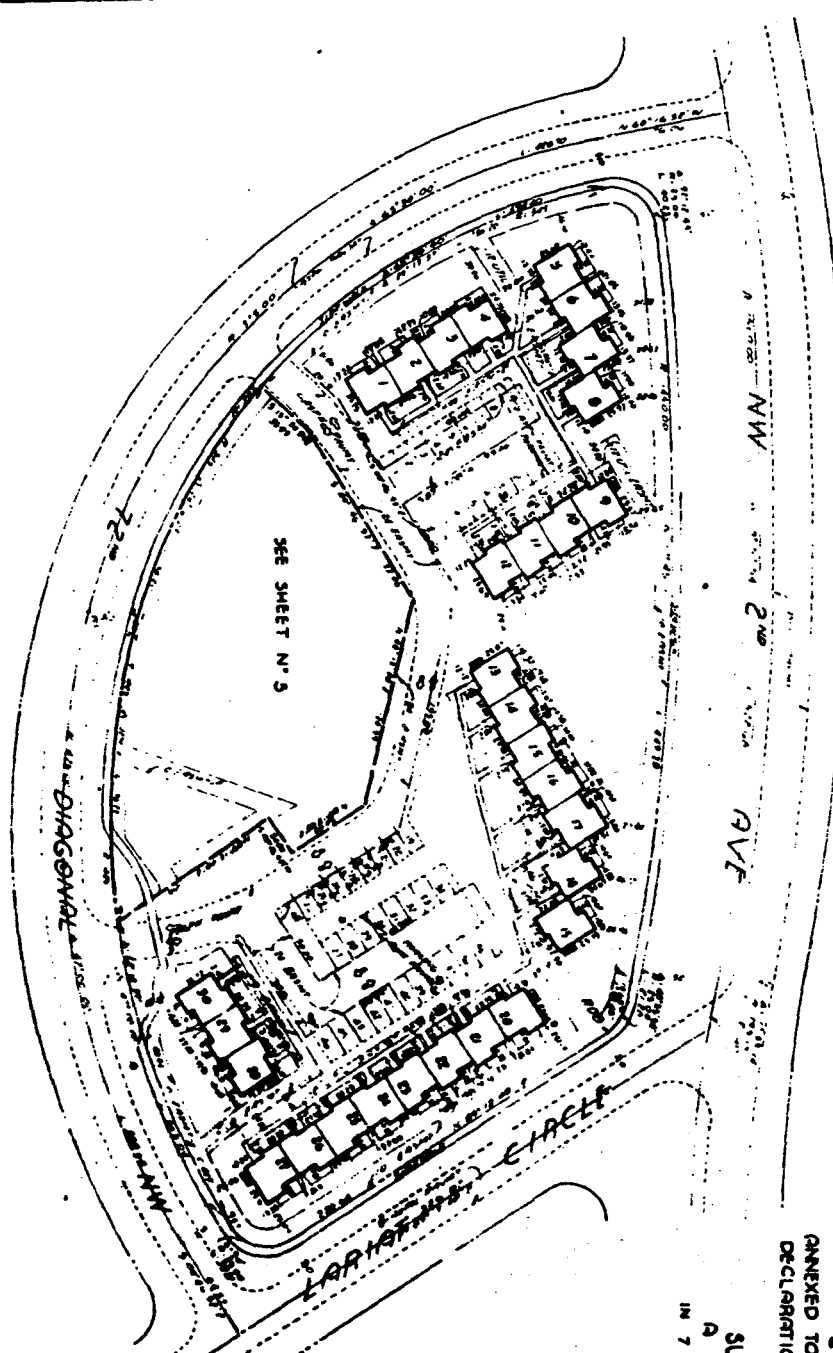


EXHIBIT "D"  
 ANNEXED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 OF  
 SUNFLOWER  
 A CONDOMINIUM  
 IN 7 SHEETS - SHEET N-2  
 SUNFLOWER 1



SUNFLOWER BOCA RATON, FLORIDA  
 WALTER A. CORNELL, INC.  
 CONSULTING ENGINEERS  
 LAND SURVEYORS  
 BOCA RATON - FLORIDA

NOTES:  
 1. ELEVATIONS SHOWN HEREON ARE  
 BASED ON MEAN SEA LEVEL DATUM  
 2. 1/8" = 10' SCALE  
 FROM SURVEY POINTS SHOWN HEREON  
 AND NOT SHOWN THIS SCALE

DEFINITION  
 THIS PLAN IS A PART OF A SET OF PLANS  
 FOR THE CONSTRUCTION OF A CONDOMINIUM  
 IN ACCORDANCE WITH THE  
 FLORIDA CONDOMINIUM ACT  
 CHAPTER 718, F.S.

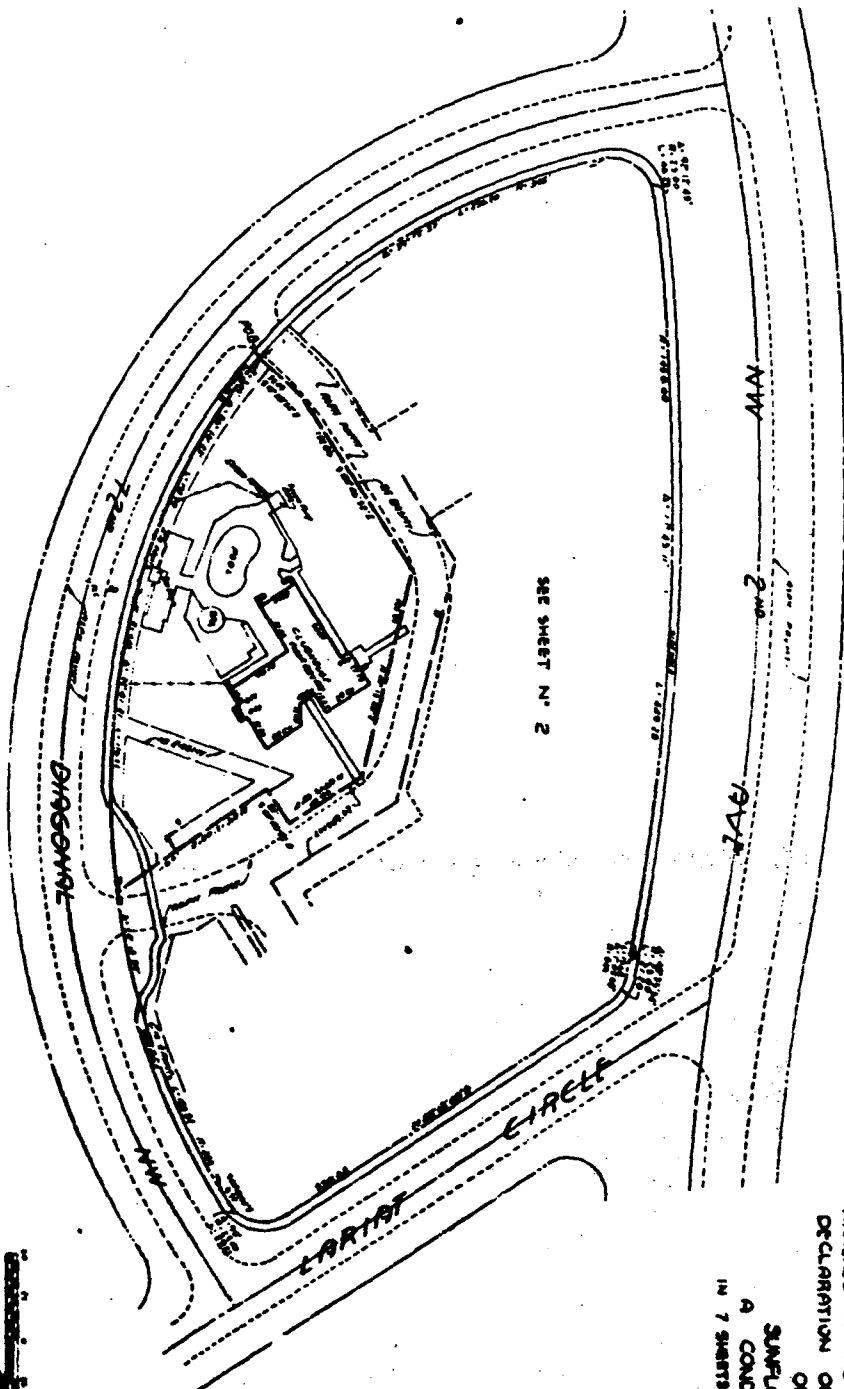
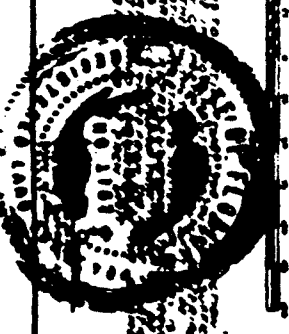


EXHIBIT "D"  
 ANNEXED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 OF  
 SUNFLOWER  
 A CONDOMINIUM  
 IN 7 SHEETS - SHEET N° 5



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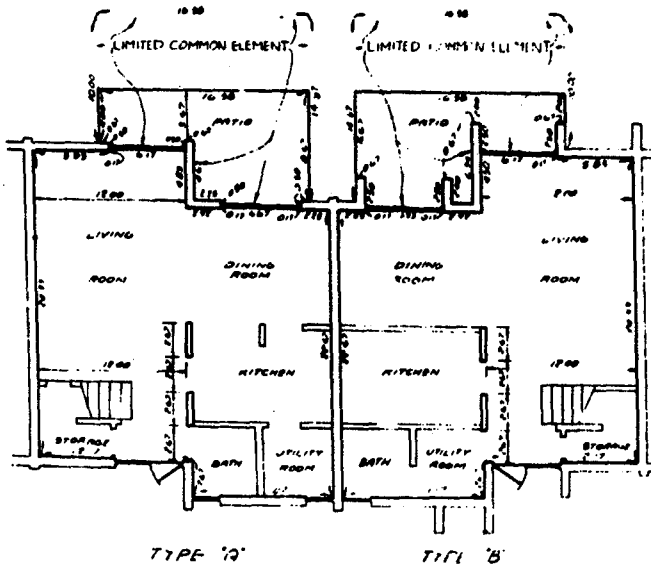
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EXHIBIT "D-5"

REC-2614 REC-1446

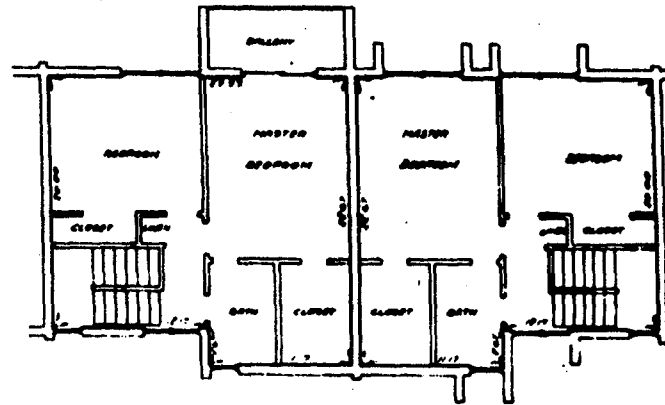
- NOTES**
1. IT IS TO BE NOTED THAT PATIOS AND ADJACENT GREEN AREAS ARE LIMITED COMMON ELEMENTS AND ARE EXCLUSIVE APPURTENANCES TO THE CONDOMINIUM UNIT WHICH IT ADJUTS.
  2. THE DIMENSIONS SHOWN HEREON FOR CONDOMINIUM AREA INCLUDE ALL INTERIOR PORTIONS OF A UNIT WITH BOUNDARIES AS FOLLOWS:
    - A. "UPPER AND LOWER BOUNDARY" FROM THE HORIZONTAL PLANE OF THE UNDECORATED GROUND FLOOR TO THE PLANE OF BOTTOM OF THE TOP MEMBER OF THE ROOF TRUSS.
    - B. "PERIMETRICAL BOUNDARY" THE VERTICAL PLANE OF THE UNDECORATED FINISHED INTERIOR OF THE WALLS BOUNDING THE CONDOMINIUM EXTENDED TO THE INTERSECTIONS, WITH EACH OTHER, AND WITH THE UPPER AND LOWER BOUNDARIES.
  3. ELEVATIONS, IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.
  4. THE DIMENSIONS AS SHOWN HEREON ARE APPROXIMATE, AND ARE SUBJECT TO SLIGHT VARIANCES.
  5. IT IS TO BE NOTED THAT NOT ALL UNITS HAVE BALCONIES, BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE EXCLUSIVE APPURTENANCES TO THE CONDOMINIUM UNIT WHICH IT ADJUTS.
  6. IT IS TO BE NOTED THAT WINDOWS SHOWN HEREON ARE TYPICAL BUT MAY VARY IN SIZE AND LOCAT ON FROM UNIT TO UNIT. END UNITS HAVE WINDOWS NOT SHOWN HEREON.

**EXHIBIT 'D'**  
 ANNEXED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 OF  
**SUNFLOWER**  
 A CONDOMINIUM  
 IN 7 SHEETS - SHEET NO. 6



TYPE 'A'                      TYPE 'B'

**TYPICAL FIRST FLOOR PLANS**



**TYPICAL SECOND FLOOR PLANS**

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**SUNFLOWER**  
 BOCA RATON, FLORIDA

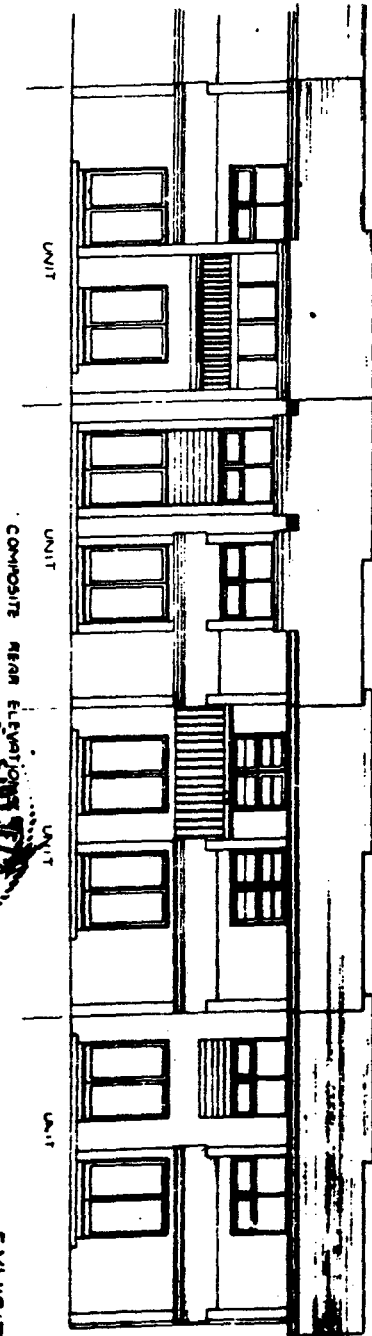
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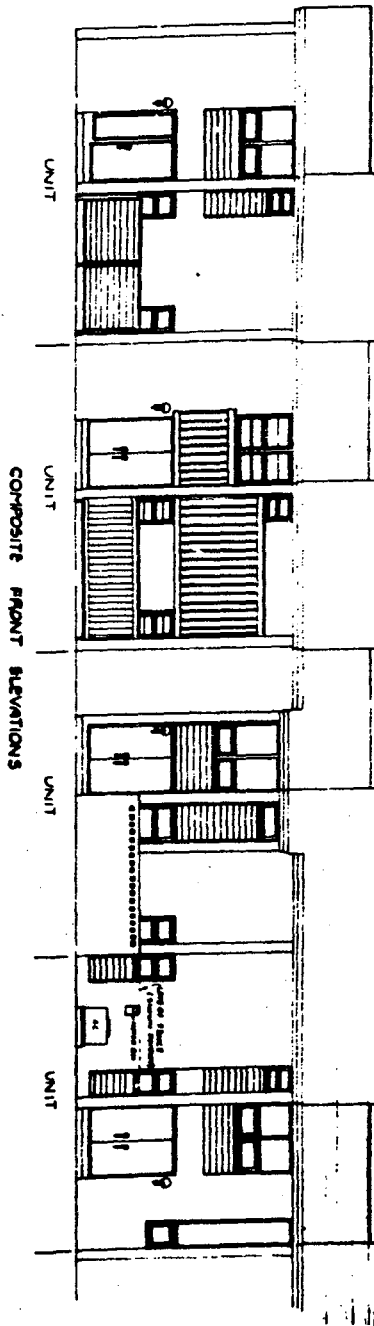
EE2614 W/1457



**TYPICAL UNIT ELEVATIONS**  
 NOTE  
 ELEVATIONS SHOW HEREON TAKEN  
 FROM ARCHITECTURAL PLANS FOR  
 GARDENS OF BOCA TOWNSHIPS, ARTS  
 BY RAILEY COURT 6-15-74



COMPOSITE REAR ELEVATION



COMPOSITE FRONT ELEVATIONS



**EXHIBIT "D"**  
 PREPARED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 OF  
 SUNFLOWER  
 A CONDOMINIUM  
 IN 7 SHEETS SHEET NO. 7



**SUNFLOWER**  
 BOCA RATON, FLORIDA



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EXHIBIT "D-7"  
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