

DECLARATION OF PARTY FACILITIES FOR  
LAS VERDES LAUREL OAK  
PALM BEACH COUNTY, FLORIDA

THIS DECLARATION, made this 5 day of May, 1981, by  
F & R BUILDERS, INC., a Florida corporation.

W I T N E S S E T H:

WHEREAS, Declarant, F & R BUILDERS, INC. is the owner in fee simple of the property described in Schedule "A", situate and being in Palm Beach County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the aforesaid property several buildings containing separate townhouse units connected by common walls; and

WHEREAS, each such building is designed to be occupied solely by single families living independently of each other; and

WHEREAS, each such townhouse unit will share common walls with the adjacent buildings, and each such common wall to be located on an imaginary line, the typical dimensions and typical location of same being depicted in the typical townhouse details as being more particularly described in Schedule "B", which is attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of declaring each of the above-described common walls to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees, of the above-described townhouse units pertaining to said party walls; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that upon the completion of each of the buildings containing separate townhouse units, to be constructed on the aforesaid property;

1. The common walls and limited common property shared by the townhouse units, the walls being located on an imaginary line as shown on Schedule "B", which is attached hereto and made a part hereof, and the limited common property being set forth in separate Declaration of Covenants and Restrictions of LAS VERDES LAUREL AREA, recorded in Palm Beach County Public Records shall be party walls and limited common property for the successors and grantees, of each such townhouse unit.

2. In the event of damage or destruction of the party walls or the limited common property from any cause whatsoever, other than the negligence or willful misconduct of a townhouse owner, the townhouse owners shall, at their joint expenses, repair and rebuild said wall(s) and limited common property, and each townhouse owner shall have the right to full use as herein contained of said wall(s) and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall(s), and limited common property, such expense shall be shared equally by the owner of the adjoining townhouse unit(s) or his successor in title. Whenever such wall and limited common property or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) townhouse unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a townhouse owner

INSTRUMENT PREPARED BY:  
MORRIS J. WATSKY, ESQUIRE  
9555 North Kendall Drive  
Miami, Florida 33176

81-099627

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shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, any other townhouse unit owner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost plus the amount of damages, if any, together with a reasonable attorney's fee incurred. If a townhouse owner shall give, or shall have given, a mortgage or mortgages upon his townhouse, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the townhouse unit owner. Any townhouse owner removing his improvements from the party wall or making use of the party wall or limited common property shall do so in such manner as to preserve all rights of the adjacent owner in the wall or limited common property, and shall leave the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse unit(s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent unit to effect necessary repairs and reconstruction.

3. The owner of any townhouse unit sharing a party wall or limited common property with the adjoining townhouse unit(s) shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall or limited common property.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls and limited common property for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or limited common property in any manner or in any manner impair the value of said walls or limited common property.

5. Each common wall and limited common property to be constructed on the above-described lots is to be and remain a party wall and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successor and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this Agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee(s), and acquisition of one townhouse owner's property by any of the other owners shall not operate to render this Agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

IN WITNESS WHEREOF, we have caused these presents to be executed and our seals to be affixed thereto all as of the day and year first above mentioned.

F & R BUILDERS, INC.,  
a Florida corporation

By: M. E. Saleida

M.E. SALEIDA

VICE-President

(CORPORATE SEAL)

B3535 P1005

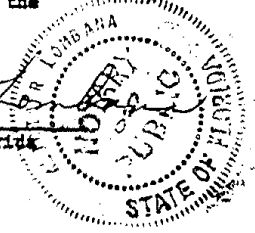
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Declaration of Party Facilities for LAS VERDES - LAUREL AREA was acknowledged before me this 5 day of May, 1981 by M.E. SALEDA, Vice President of F & R BUILDERS, INC., a Florida corporation, and he acknowledged that he executed same on behalf of the Corporation.

  
Notary Public, State of Florida

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 20, 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

(SEAL)

8355 P1006

EXHIBIT "A"

LEGAL DESCRIPTION FOR  
LAUREL OAK PATIO VILLA AREA

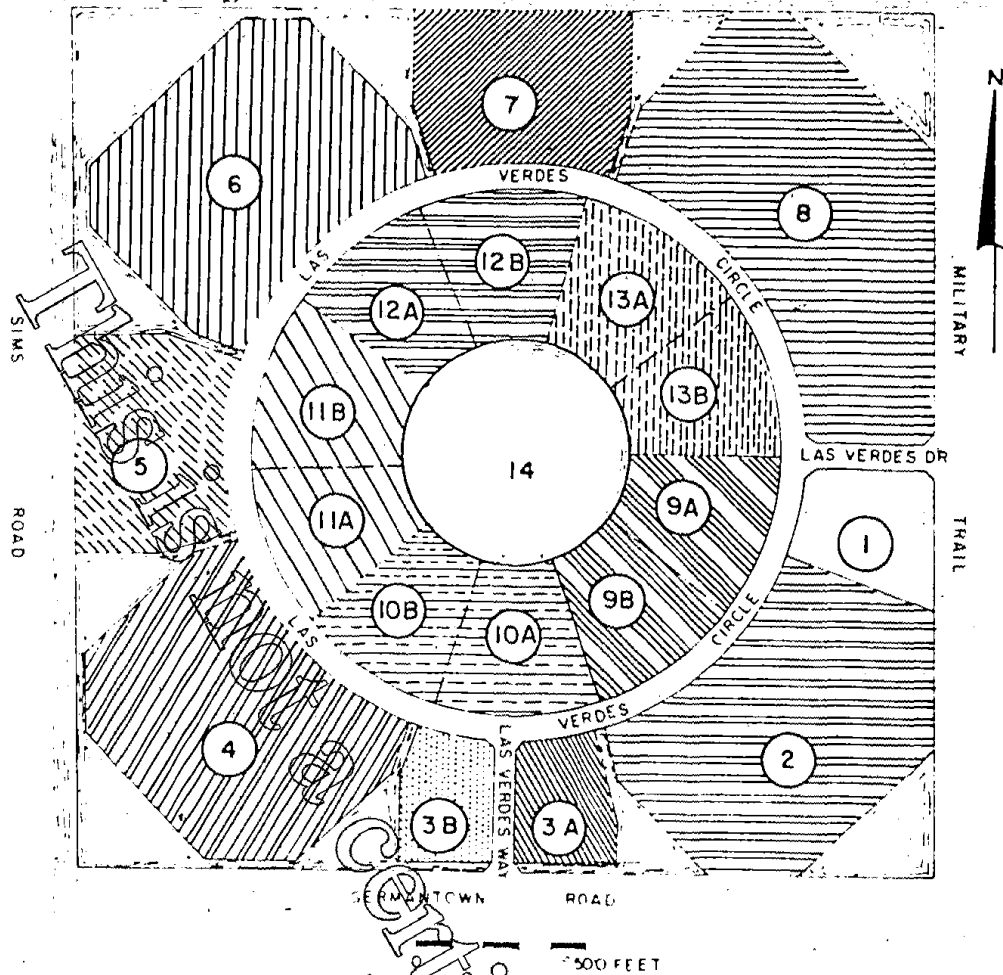
Commencing at the Southwest corner of the Southeast  $\frac{1}{4}$  of Section 23, Township 45 South, Range 42 East, Palm Beach County, Florida, run N  $0^{\circ} 20' 08''$  E along the West line of the Southeast  $\frac{1}{4}$  of Section 23 a distance of 1678.74 feet to a point; thence run S  $89^{\circ} 39' 52''$  E 70.0 feet to the Point of Beginning.

From the Point of Beginning run N  $0^{\circ} 20' 08''$  E 960.19 feet to a point; thence run S  $85^{\circ} 23' 10''$  E 686.50 feet to a point; thence run S  $1^{\circ} 36' 50''$  W 30 feet to a point; thence run S  $43^{\circ} 01' 27''$  E 442.12 feet to a point; thence run S  $16^{\circ} 32' 13''$  E 149.10 feet to a point on a curve with a radial bearing S  $17^{\circ} 22' 43''$  E; thence run along said radial S  $17^{\circ} 22' 43''$  E 80.0 feet to a point on a curve; thence run Southwesterly along said curve concave to the Southeast having a radius of 771.432 feet and a central angle of  $52^{\circ} 58' 24''$  a distance of 713.23 feet to a point; thence run radially N  $70^{\circ} 21' 07''$  W 80.0 feet to a point; thence run N  $69^{\circ} 30' 39''$  W 228.47 feet to a point; thence run N  $89^{\circ} 39' 52''$  W 272.54 feet to the Point of Beginning.

A/K/A

All of Kings Point Plat No. Four, according to the Plat thereof, as recorded in Plat Book 41, at Page 29, of the Public Records of Palm Beach County, Florida.

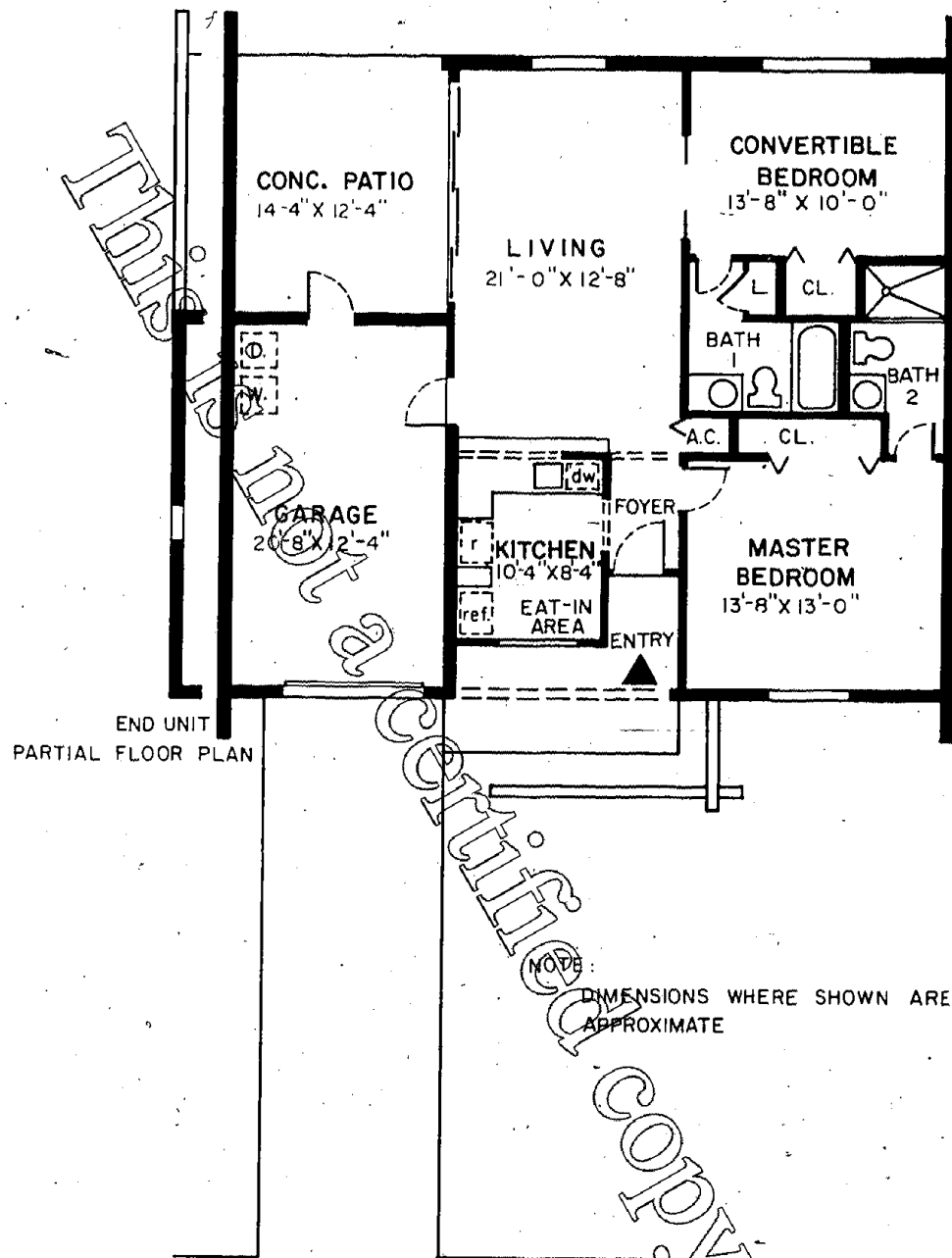
B3535 P1007



|             |                                                      |           |
|-------------|------------------------------------------------------|-----------|
| AREA 1      | GOVERNMENT SERVICES (DEDICATED TO PALM BEACH COUNTY) |           |
| AREA 2      | FORSYTHIA HOMEOWNERS ASSOCIATION                     | 101 UNITS |
| AREA 3(A&B) | CARROTWOOD HOMEOWNERS ASSOCIATION                    | 29 UNITS  |
| AREA 4      | VIBURNUM HOMEOWNERS ASSOCIATION                      | 87 UNITS  |
| AREA 5      | PHILODENDRON HOMEOWNERS ASSOCIATION                  | 47 UNITS  |
| AREA 6      | LAURAL OAK HOMEOWNERS ASSOCIATION                    | 93 UNITS  |
| AREA 7      | COPPERLEAF HOMEOWNERS ASSOCIATION                    | 48 UNITS  |
| AREA 8      | BOTTLEBRUSH HOMEOWNERS ASSOCIATION                   | 107 UNITS |
| AREA 9A     | BIRCHWOOD CONDO ASSOCIATION                          | 72 UNITS  |
| AREA 9B     | DOGWOOD CONDO ASSOCIATION                            | 72 UNITS  |
| AREA 10A    | EVERGREEN CONDO ASSOCIATION                          | 72 UNITS  |
| AREA 10B    | COCONUT PALM CONDO ASSOCIATION                       | 72 UNITS  |
| AREA 11A    | OLEANDER CONDO ASSOCIATION                           | 72 UNITS  |
| AREA 11B    | PALMETTO CONDO ASSOCIATION                           | 72 UNITS  |
| AREA 12A    | OLIVELEAF CONDO ASSOCIATION                          | 72 UNITS  |
| AREA 12B    | SEA GRAPE CONDO ASSOCIATION                          | 72 UNITS  |
| AREA 13A    | ASPEN CONDO ASSOCIATION                              | 72 UNITS  |
| AREA 13B    | BANYAN CONDO ASSOCIATION                             | 72 UNITS  |

B9595 P1008

LAS VERDES - SITE PLAN



## FLOOR PLAN

LAS VERDES - VILLAS

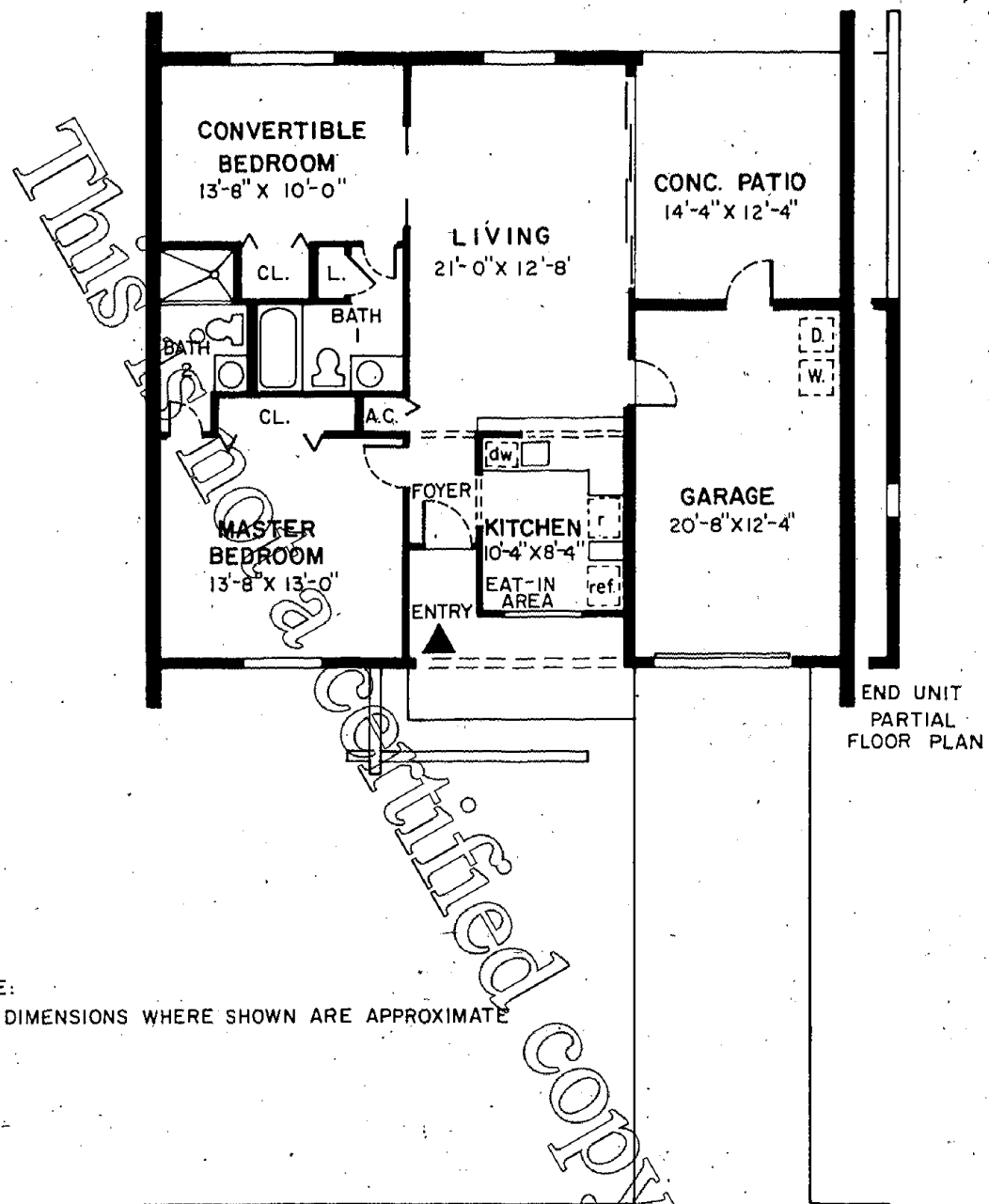
MODEL 4155

2 BEDROOM

2 BATH

GARAGE

B3385 P1009



## FLOOR PLAN

LAS VERDES - VILLAS

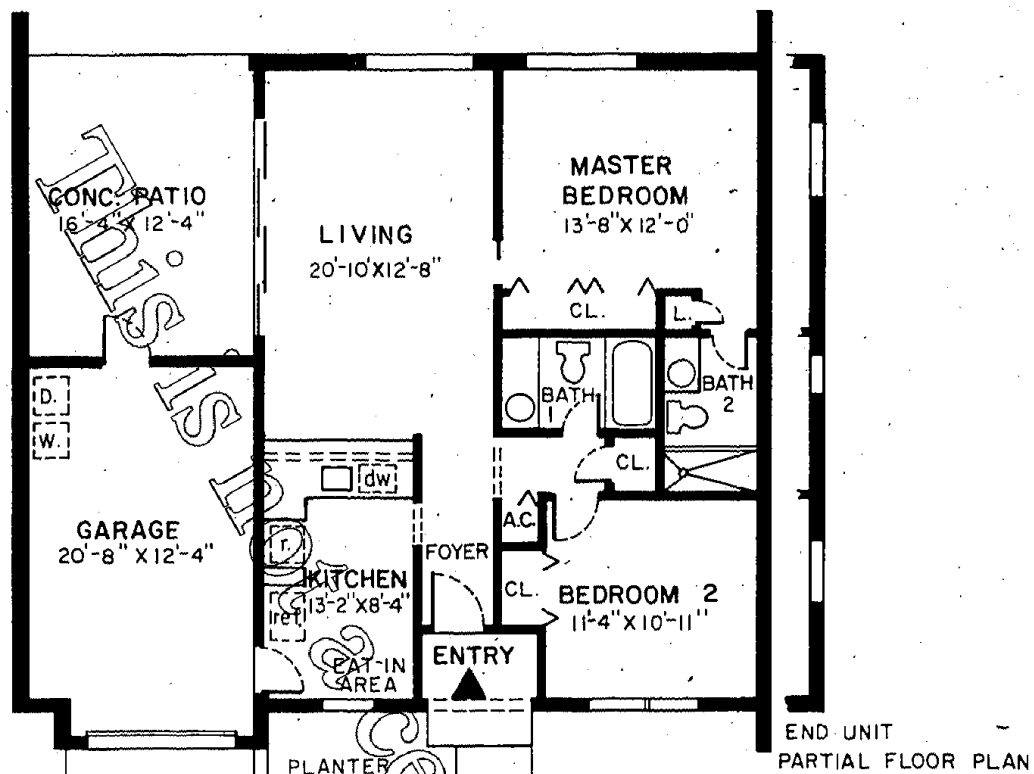
MODEL 4155R

2 BEDROOM

2 BATH

GARAGE

B3585 P1010



## FLOOR PLAN

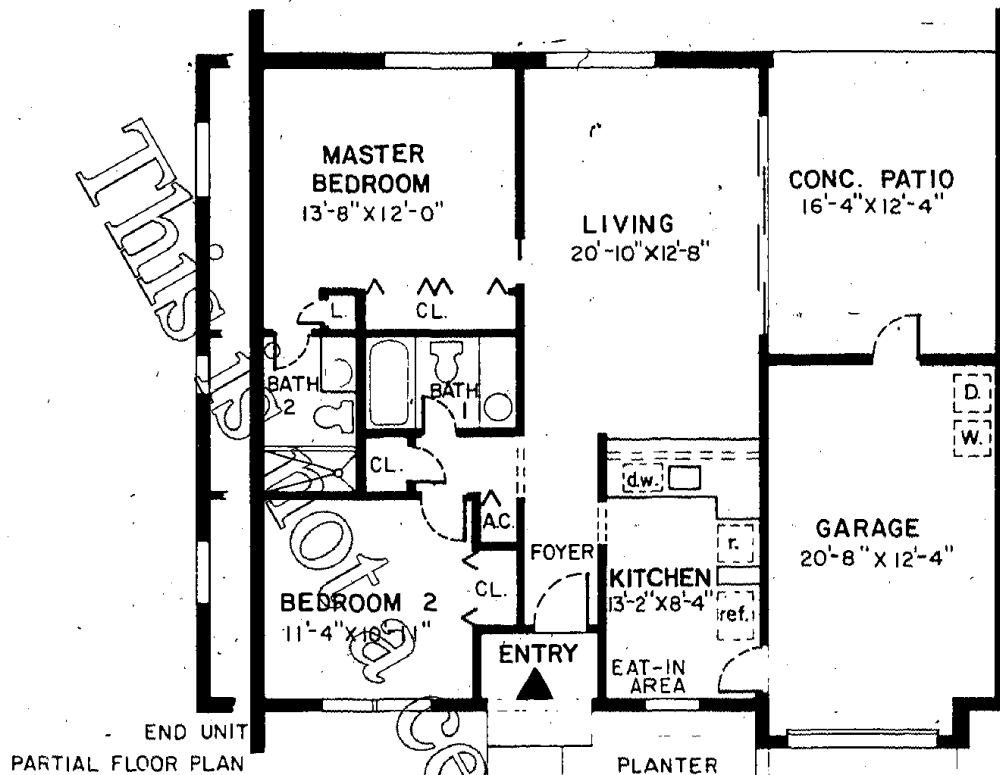
LAS VERDES - VILLAS

MODEL 4156

2 BEDROOM 2 BATH GARAGE

B3385 P1041





NOTE:  
DIMENSIONS WHERE SHOWN, ARE APPROXIMATE

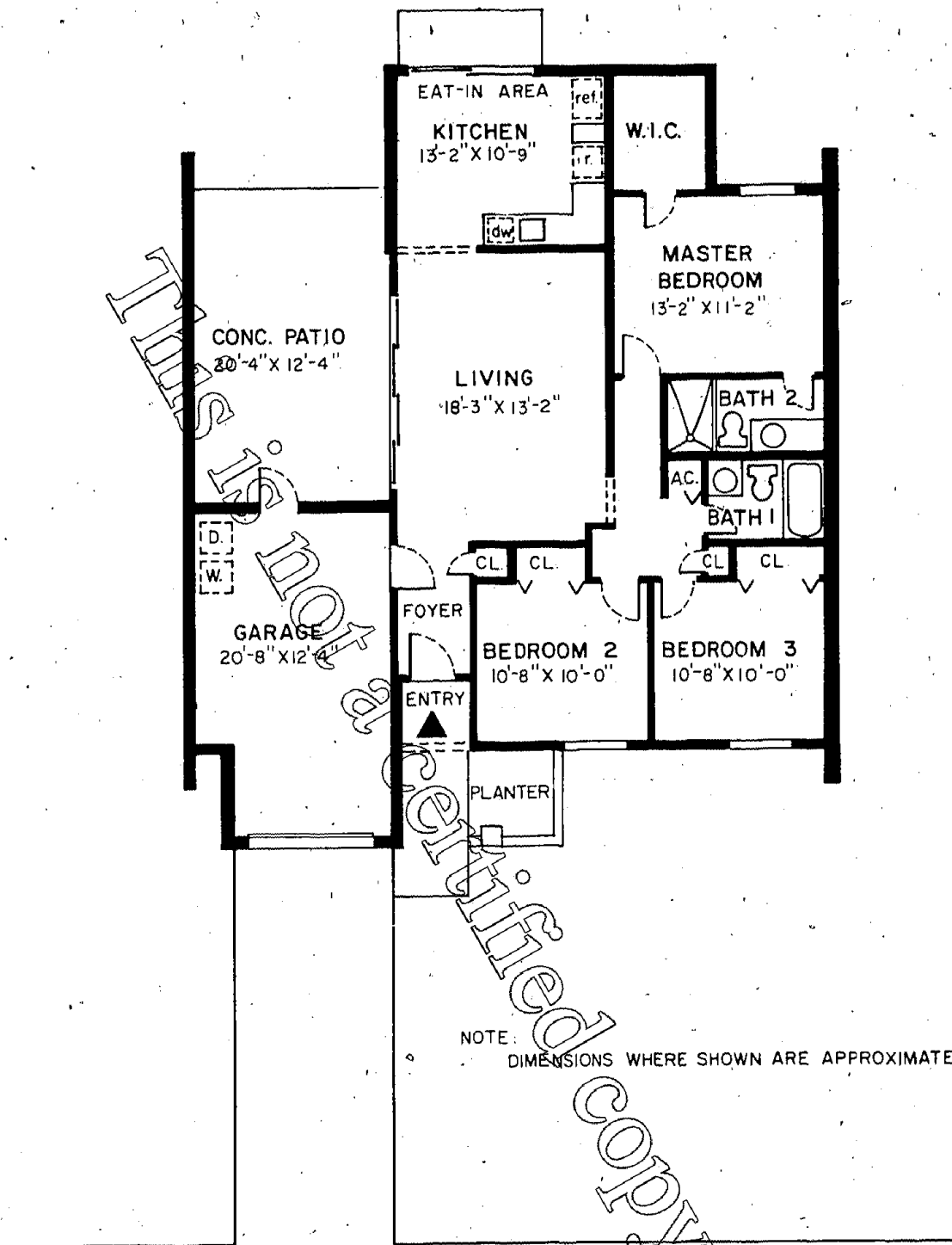
## FLOOR PLAN

LAS VERDES - VILLAS

MODEL 4156R

2 BEDROOM 2 BATH GARAGE

B3995 P1042



## FLOOR PLAN

LAS VERDES - VILLAS

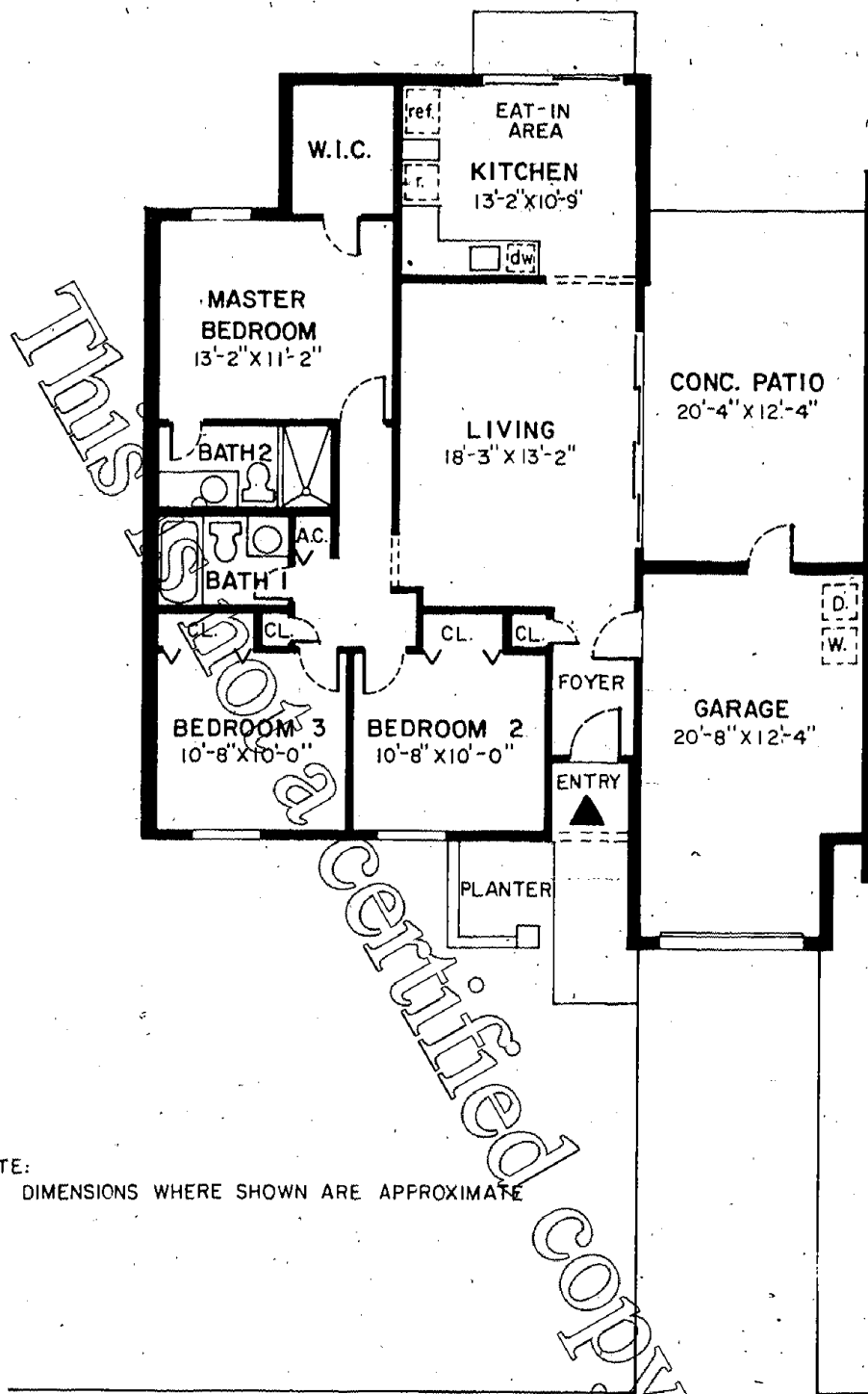
MODEL 4157

3 BEDROOM

2 BATH

GARAGE

B3535 P1018



NOTE:  
DIMENSIONS WHERE SHOWN ARE APPROXIMATE

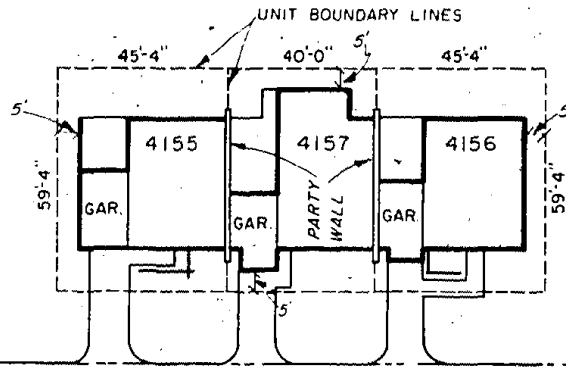
**FLOOR PLAN**

**LAS VERDES - VILLAS**

**MODEL 4157R**

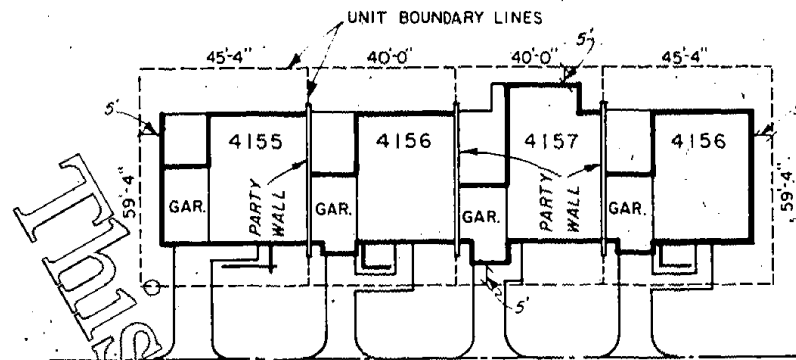
**3 BEDROOM 2 BATH GARAGE**

B3595 P1014



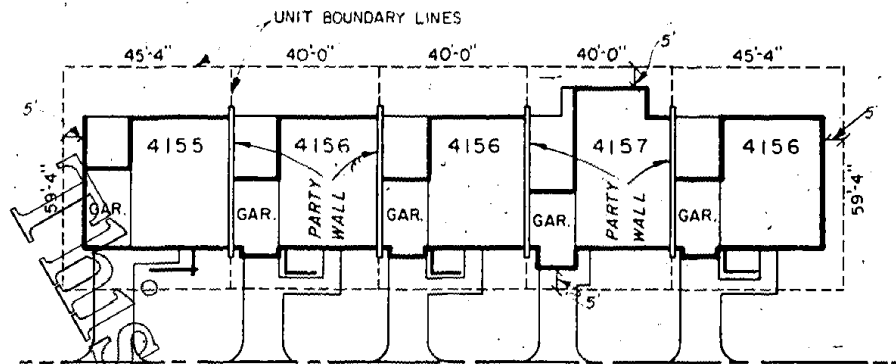
FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
3 UNIT CLUSTER PROPERTY - AS PLAN

B3535 P1015



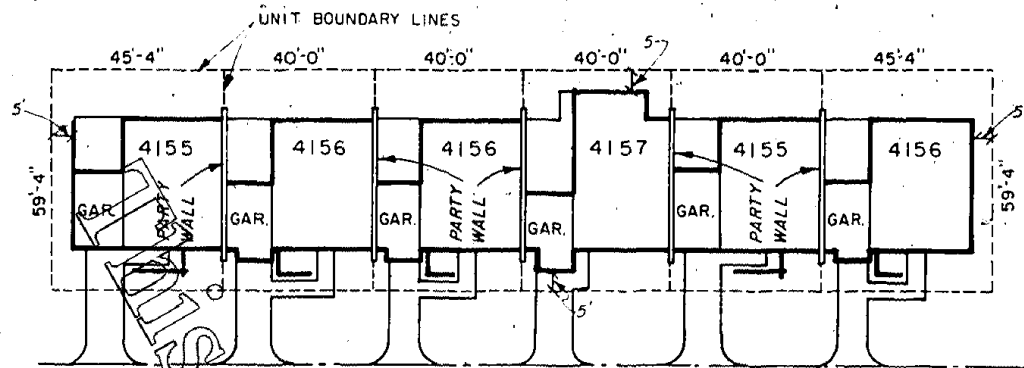
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 4 UNIT CLUSTER PROPERTY - AS PLAN

B3335 P1016



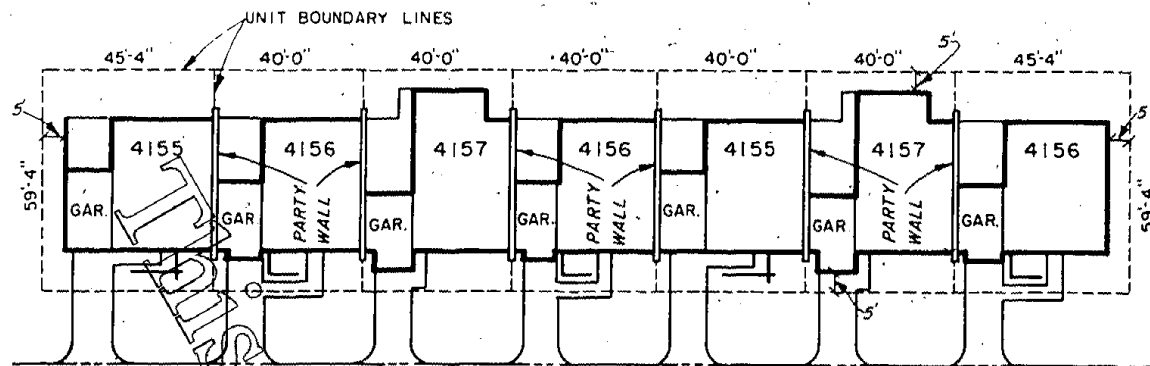
FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
5 UNIT CLUSTER PROPERTY - AS PLAN

83005 P1017



FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
6 UNIT CLUSTER PROPERTY - AS PLAN

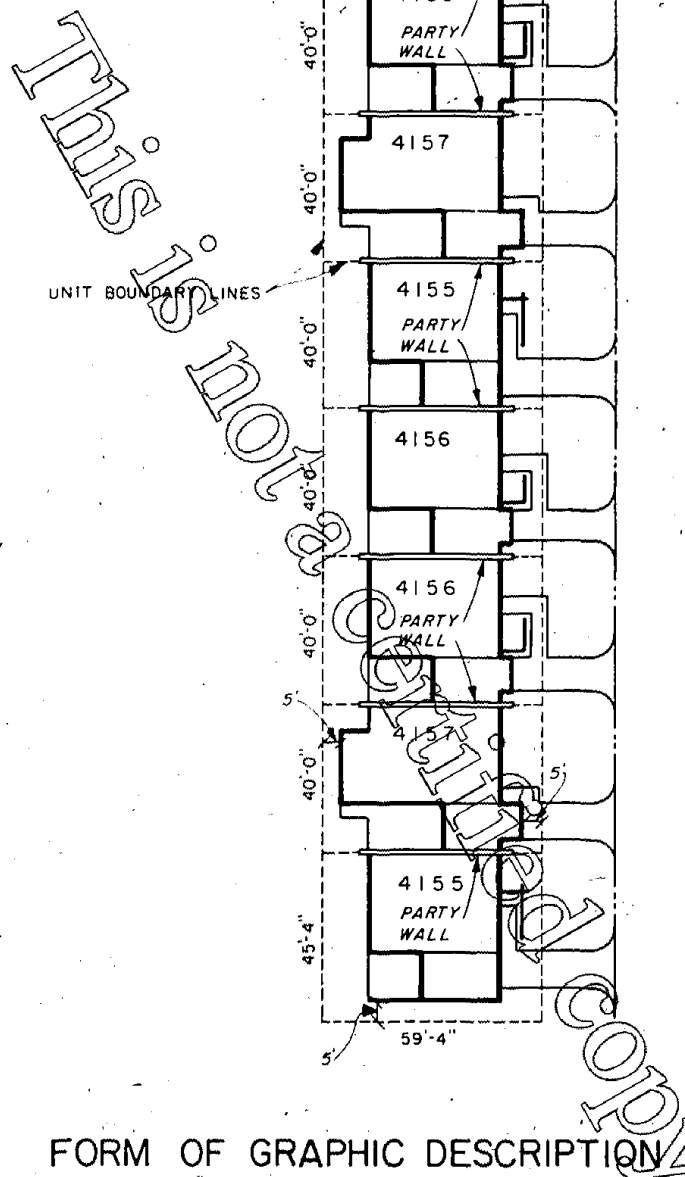
B3535 P1018



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7 UNIT CLUSTER PROPERTY - AS PLAN

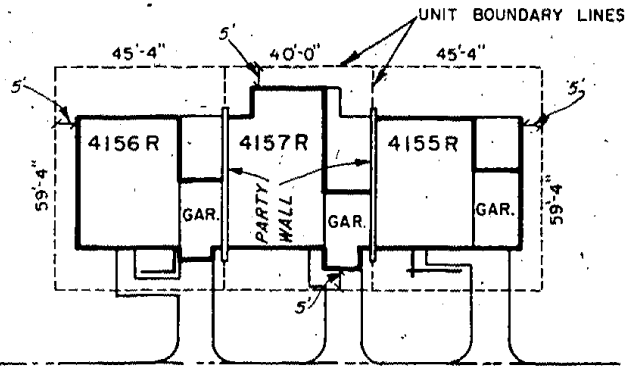
83595 P1048





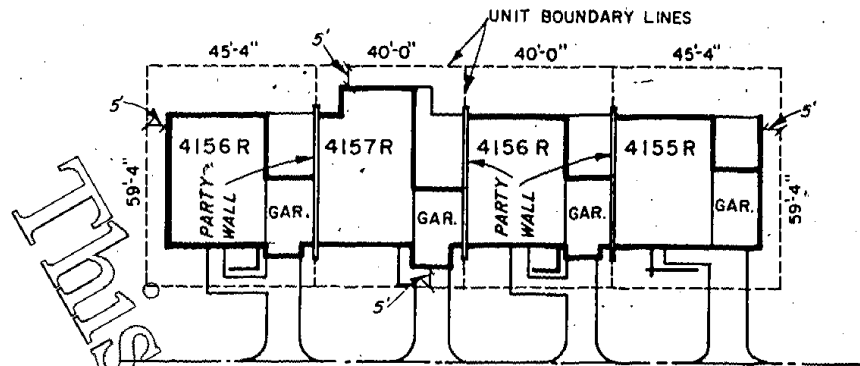
FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
8 UNIT CLUSTER PROPERTY - AS PLAN

B3535 P1020



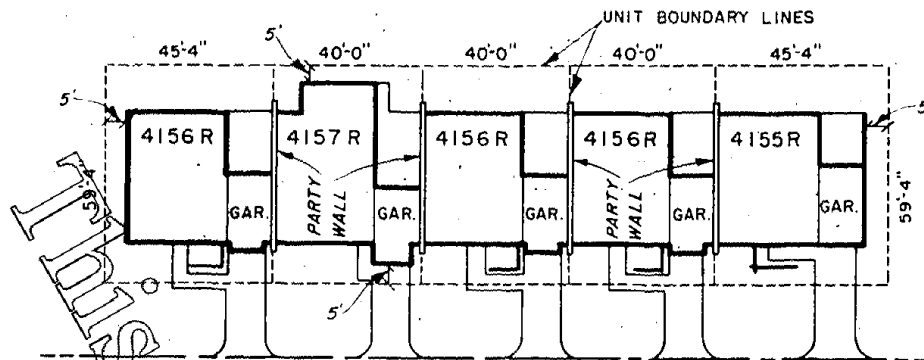
FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
3 UNIT CLUSTER PROPERTY - REVERSED

B3335 P1021



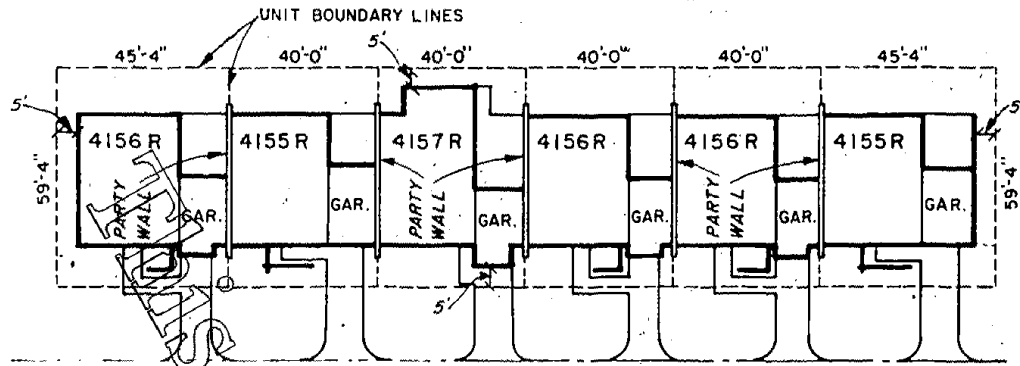
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4 UNIT CLUSTER PROPERTY - REVERSED

B3535 P1022



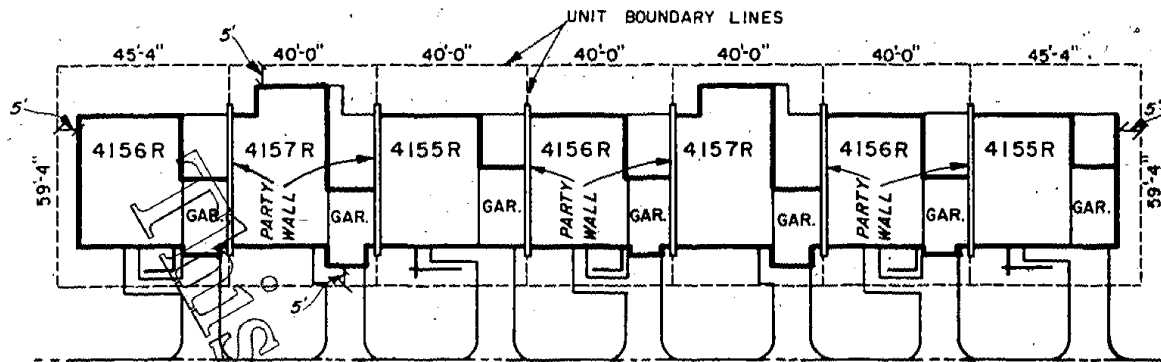
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5 UNIT CLUSTER PROPERTY - REVERSED

B3335 P1023



FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
6 UNIT CLUSTER PROPERTY - REVERSED

B3335 P1024

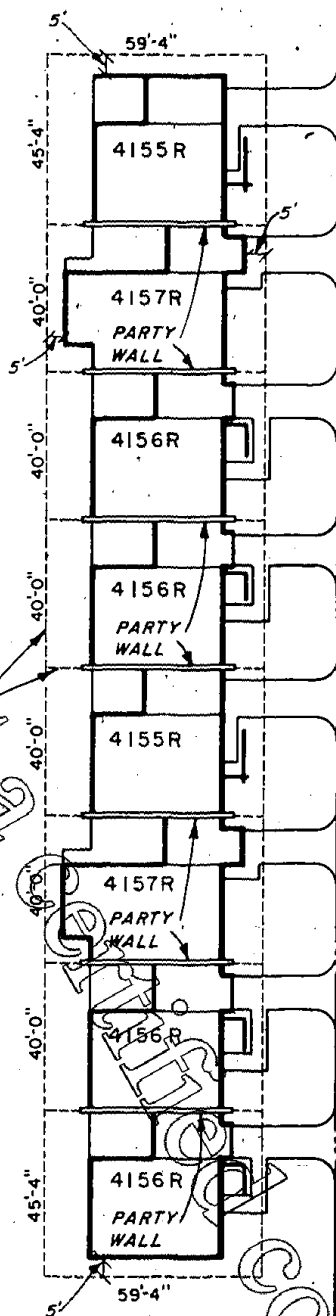


FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
7 UNIT CLUSTER PROPERTY - REVERSED

83585 P1025

This is not a

UNIT BOUNDARY LINES



FORM OF GRAPHIC DESCRIPTION OF TYPICAL  
8 UNIT CLUSTER PROPERTY - REVERSED

B3535 P1026

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT