DECLARATION OF CONDOMINIUM

OF

THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

NOTTINGHAM DEVELOPMENT CORP., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on Sheets 18 & 19 in Exhibit 1, labeled Phase 7, together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718, et seq., as same exists at time of recording this Declaration in the Public Records) and does hereby file this Declaration of Condominium. The realty described on Sheets 2-17 and ... 20-53, labeled as Phases 1 through 41, inclusive, and the East Common Area Phase and West Common Area Phase are not being submitted to condominium ownership by this Declaration, but rather are described in order to meet the requirements of F.S. 718.403 of the Condominium Act, and may be added to this Condominium pursuant to the provisions of Paragraphs 3.2 - 3.4 hereof.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the realty and improvements of the above-mentioned Phase 7 to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM. The address shall be 2641 Gately Drive West, West Palm Beach, Florida 33415.

1.3 THE LAND. The real property (the Land) described on Sheets 18-19 in Exhibit 1, labeled as Phase 7, is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the Exhibits attached hereto.

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. 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 parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the

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Condominium Act, and as follows, unless the context otherwise requires.

2.1 "Condominium Act" means the Condominium Act of the State of Florida (F.S. 718, et. seq.) as it exists at the time of recording this Declaration in the Public Records.

2.2 "Condominium" means that form of real property which is created pursuant to the provisions of the Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM, as established by this Declaration.

2.3 "Condominium Property" means and includes the lands and personal property hereby subjected to condominium ownership and the Lands and personal property subjected to condominium ownership by amendments to this Declaration as provided in Paragraph 3.2 hereof, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.4 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to exclusive ownership as specified in this Declaration.

2.5 "Common Elements" means the portions of the Condominium Property not included in the Units. At such time as the "West Common Area Phase" is added to this Condominium (as well as the "East Common Area Phase", if added) the same shall be deemed a portion of the Common Elements of this Condominium.

2.6 "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.

2.7 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

2.8 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and in the provisions of this Declaration.

2.9 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the Condominium including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.10 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.

2.11 "Declaration", or "Declaration of Condominium" means this instrument and all Exhibits.

2.12 "Articles of Incorporation" means the Articles of Incorporation of the Association, heretofore filed in the Office of the Secretary of State of the State of Florida (Exhibit 2).

2.13 "By-Laws" means the By-Laws of the aforedescribed Association (Exhibit 3).

2.14 "Sponsor" means the NOTTINGHAM DEVELOPMENT CORP., a Florida corporation, its successors and assigns, which has created this condominium.

2.15 "Unit Owner" means the owner of a Condominium Unit.

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2.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

2.17 "Association" means THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC. a non-profit Florida corporation which is the entity responsible for the operation of the Condominium.

2.18 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

2.19 "Institutional Mortgagee" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, any Agency of the United States Government, FNMA or like entity and other mortgage firms, being a mortgagee of a Unit.

2.20 "Percentage of Undivided Interest" or similar words to that effect, used herein with reference to the share of Common Elements, Common Expenses and Common Surplus, shall also be deemed to mean "fractional share of undivided interest" or similar words to that effect.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

3. SURVEY AND DESCRIPTION OF IMPROVEMENTS; AMENDMENTS THEREOF.

3.1 SURVEY. On Sheets 18 through 19 of Exhibit 1 there is a survey of the Land, graphic description, and plot plan of the Units, Common Elements and Limited Common Elements of Phase 7, and their relative locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking spaces are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on Sheet 56 of Exhibit 1.

3.2 PHASING. This Condominium is a phase condominium as provided for in F.S. 718.403. On Exhibit 1, Sheets 2-17 and 20-53, labeled Phases 2 through 41, there are representations and descriptions of residential phases which may, at Sponsor's sole option, become part of the Condominium. Also set forth thereon is the number and general size of the Units to be included in each said Phase, and on Sheet 56 thereof each such Unit's percentage of Common Elements if the phase is added. Exhibit 1 sets forth the time period within which such phase must be completed and added to this Condominium, if added at all. The West Common Area Phase is to be constructed and become part of the Common Elements pursuant to the provisions set forth on Exhibit 1 at Sheet 56 thereof. The East Common Area Phase is not committed to be constructed until the satisfaction of certain contingencies as more fully set forth in Paragraph 3.7 hereof.

3.3 AMENDMENT. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Sponsor.

3.4 IMPACT OF PHASING. The general scheme of phasing the Condominium is the submission of the parcel of property to condominium ownership labeled as Phase 7 on Exhibit 1 and the proposed addition of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Condominium Association. It is

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not anticipated that the submission of these additional phases to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The adding of these subsequent phases to this Condominium, thereby adding additional Units, will reduce the percentage of Common Elements attributable to each previously created Unit, as specifically set forth in Sheet 56 of Exhibit 1. The adding of these subsequent phases to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of units contained in the phases so added. If Sponsor decides not to add all of the additional residential phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and any amendments thereto adding phases and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association and own 100% of the Common Elements.

3.5 MODIFICATIONS TO UNITS, BUILDINGS AND LEGAL DESCRIPTIONS IN FUTURE PHASES. For all future phases, Exhibit 1 to this Declaration, the Survey Exhibit, describes the proposed Plot Plan and the proposed unit and building types for all future phases which are proposed by the Sponsor. As permitted by Florida Law, Section 718.403, Laws of 1984, Sponsor reserves the right to modify the Plot Plan and the unit and building types for future phases. Such Units and buildings types for future phases may differ as to size, location, elevation, design, configuration of Units within the buildings, building materials, height of buildings, number of Units per building, change in parking and landscape, price, and number of bathrooms and bedrooms per Unit. Further, Sponsor may make non-material changes in the legal descriptions of a phase.

3.6 CHANGE AND SIZE AND NUMBER OF UNITS. Exhibit 1 hereto, the Survey Exhibit, sets forth the proposed number and general size of Units to be included in all future phases. The approximate square footage of each proposed Unit type, as shown on the Survey Exhibit, is set forth in the "General Notes" on Sheet 55 of 56 of the Survey Exhibit. As set forth above in Paragraph 3.5, Sponsor reserves the right to modify the number and general size of Units to be included in each phase in this Condominium, subject to the limitations as to the minimums and maximums thereof as set forth in the "General Notes" of the Survey Exhibit on Sheet 54 of 56 thereof.

3.7 COMMON AREA RECREATION PHASES. Sponsor is proposing to construct and submit to condominium ownership to this Condominium two phases of recreational facilities. The first phase of recreation facilities (hereinafter referred to as the "West Common Area Phase") is committed and shall be constructed by Sponsor. The Plot Plan, description and timing of the West Common Area Phase is as set forth on Sheets 10 and 55 of the Survey Exhibit, Exhibit 1 attached hereto. The second proposed phase of recreation facilities (hereinafter referred to as the "East Common Area Phase") is not committed at this time to be constructed, but rather, is contingent upon the Sponsor constructing and adding phases to this Condominium which are located on the East side of Gately Drive West. If Sponsor elects not to add any phases to this Condominium which are located on the East side of Gately Drive West, then in that event, Sponsor is not obligated to construct or submit to condominium ownership the East Common Area Phase. If Sponsor does construct and submit to condominium ownership to this Condominium, one or more phases which are located on the East side of Gately Drive West, then Sponsor shall be required and committed to construct and submit to condominium ownership to this Condominium the recreational facilities for the East Common Area Phase, the Plot Plan,

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description and timing for which are as set forth on Sheets 11 and 55 of the Survey Exhibit, Exhibit 1 hereto.

3.8 TIME SHARING. There will be no time-share estates in this Condominium.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit 1. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for in Paragraph 3 hereof). Paragraph 3 specifically contemplates that in the event Sponsor adds subsequent residential phases, the percentage of Common Elements shall automatically change as set forth in Exhibit 1 hereof and no consent from any party, including Unit Owners, need be obtained. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

4.2 BOUNDARIES. The boundaries are determined as follows:

4.2.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY--The planes of the undecorated finished ceiling.

(2) LOWER BOUNDARY--The planes of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the planes of the undecorated finished interior surface of the walls bounding the Unit extended to intersections with each other and with the Upper and Lower Boundaries.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the perimetrical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

(2) The interior, non-weight-bearing, partitions within a Unit are part of said Unit.

(3) As depicted on Exhibit 1, each Unit includes a patio which is appurtenant to each dwelling and is a portion of such Unit.

4.2.3 WEIGHT OF BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is

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otherwise within the horizontal and perimetrical boundaries is a Common Element.

4.2.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services to the Units and the Common Elements, and for maintaining, repairing and servicing same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only only one Unit are appurtenant to such Unit and are not part of the Common Elements.

4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors and blowers located on or near any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units shall be deemed owned by the Unit Owners and are not a part of the Common Elements.

4.3 AUTOMOBILE PARKING AREAS. After the filing of this Declaration, there shall be assigned by the Sponsor to each Unit, the exclusive right to use one (1) automobile parking space. Such parking spaces shall be used only by the owner of such Unit and such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of said Unit. The Assignment of such parking spaces shall either be made by instrument in writing executed with formalities of the deed and recorded in the public records, or the assignment may be made by inclusion of a description thereof in the deed of conveyance. Parking spaces which are not so assigned shall be a part of the Common Elements and subject to the provisions of the By-Laws and rules and regulations determined by the Board of Directors of the Association.

4.4 RIGHT TO ALTER. Unless otherwise prohibited in F.S. 718.403, Sponsor reserves the right to alter the interior design of any Units as long as Sponsor owns the Units so altered, which right to alter is limited to the removal of a portion of the boundaries (horizontal or perimetrical) separating two Units to allow them to be used together as one integral Unit. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Sponsor without the approval of any other party. All assessments, voting rights and the share of the Common Elements shall be calculated as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No Unit may be divided or subdivided into a smaller Unit or Units other than as shown on Exhibit 1 hereto (except as may be allowed in Paragraphs 3.5 and 4.4 hereof).

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

6.2 EASEMENT FOR UNINTENTIONAL ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful act of any person,

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then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved, and granted, through the Condominium Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium.

6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration, as the same may exist from time to time.

6.6 SURVEY EXHIBIT--EASEMENTS. The Sponsor shall have the right to create for others, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Paragraph 6. Further, Sponsor shall have the unequivocal right without the joinder of any other party to grant such easements (ingress, egress and maintenance), to such parties as Sponsor deems fit. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit 1 attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit 1, if any, shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Sponsor, or its designee, shall have the right but not the obligation to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Sponsor grant additional easements or supplement, replace or relocate the easements designated on Exhibit 1, the same shall automatically be part of the easements provided therein as if originally set forth.

6.7 ADDITIONAL EASEMENTS. Sponsor reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of the actual building. However, if requested, the Association and Unit Owners shall join in the creation thereof.

6.8 SHARED FACILITIES. See Paragraph 18 hereof for potential rights of others to use the Common Area Phases and Access Road of this Condominium.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

7.2 EXEMPTION OF SPONSOR. The Sponsor shall be excused from the payment of the share of Common Expenses in respect of those

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Units owned by Sponsor for a period of time commencing upon recording the Declaration in the Public Records and terminating on the first day of the fourth calendar month following the month in which the purchase and sale of the first condominium unit occurs. Sponsor agrees to pay the portion of Common Expenses incurred during this period of time which exceed the amount assessed against other Unit Owners.

8. ADMINISTRATION OF THE CONDOMINIUM:

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration and the Condominium Act.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act. Further, the Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, PROVIDED, HOWEVER, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by F.S. 718.111.

8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee (or any guarantor, insurer or subsequent holder thereof) of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertaining to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests same. Further, current copies of the Declaration and all exhibits attached thereto, other rules concerning the Condominium and the books, records and financial statements of the Association shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances by such Institutional Lenders and related parties.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

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A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 VOTING. Each Unit Owner, including the Sponsor, shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provisions of the By-Laws.

8.8. MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

9. USE AND OCCUPANCY. The provisions of this Paragraph 9 shall not be applicable to Sponsor or to any Corporation formed or controlled by Sponsor.

(a) RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single family residence. At no time may the Unit be used by more persons than for which it was designed.

(b) OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent Occupant of such Unit. Such entity shall thereafter have the right to designate other persons as the Occupants of such Unit, whether in substitution of or in addition to the persons initially designated, subject to approval by the Association pursuant to the provisions of Paragraph 12 of the Declaration of Condominium. All provisions of the Declaration of Condominium shall apply to such designated Occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby.

(c) GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Documents.

(d) LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

(e) ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any material alteration, addition or modification to his Unit without prior written approval of the Association. No Unit Owner shall cause any improvements or changes to be made to the exterior of the Unit or building, including painting or other decoration, without prior written approval of the Association. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit.

(f) PETS. Domestic pets or animals (provided, however, only one (1) dog and/or one (1) cat) may be kept or harbored on the Condominium Property or Unit so long as such pets or animals do not constitute a nuisance. A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. When

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notice of removal of any pet is given, said pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose, if any.

(g) NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

(h) APPLICABILITY TO SPONSOR. Neither the Unit Owner nor the Association, nor their use of the Condominium, shall interfere with the Sponsor's completion and sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Sponsor may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit in this Condominium.

(i) RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the By-Laws of the Association.

(j) ANTENNAS. No antennas shall be erected or installed on the exterior of any of the Condominium buildings.

(k) CHILDREN RESIDENTS. To the extent allowable by Law, no person under fifteen (15) years of age shall be permitted to permanently reside in any Condominium Unit, but temporary visitations are permissible.

10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements and any Limited Common Elements as indicated on Exhibit 1 hereto. The Association shall also maintain the surface water management system serving the Condominium.

The Association shall maintain this Condominium as a first-class quality residential project.

It is agreed that the Association shall make no material changes (or permit others, including Unit Owners) in the visual appearance of the Condominium without the express prior written consent of Sponsor. Such right shall terminate December 31, 1988, unless terminated earlier, in writing, by Sponsor.

10.2 MAINTENANCE BY UNIT OWNER. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor and blower, refrigerant and electrical line appurtenant to his Unit.

10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit or Limited Common Elements, as specified above, or refuse to maintain and make repairs as required, or should a Unit Owner cause any damage to the Common Elements or Limited Common Elements, the Association may take such action as it deems necessary and may undertake repairs, replacements or maintenance, and levy a special assessment for the cost thereof against said Unit Owner. In the event a Unit Owner

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threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alterations or repair to any portion of the Common Elements, Limited Common Elements, or Unit, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements and Limited Common Elements, PROVIDED, that such entry shall be made at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice. The Unit Owners acknowledge that the Association shall retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

11. APPORTIONMENT OF TAX OR ASSESSMENT. If any taxing authority levies or assesses any Tax or Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units by other than the Sponsor shall be subject to the following provisions as long as the Condominium and the Condominium Property exists:

12.1 TRANSFERS SUBJECT TO APPROVAL.

a. SALE. No Unit Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association.

b. LEASE. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. No lease may be made for less than a period of three (3) consecutive months nor shall any transient accommodations be provided.

c. GIFT. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

d. DEVISE OR INHERITANCE. If any Unit Owner shall acquire his title by devise or inheritance, the continuance

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of his ownership of the Unit shall be subject to the approval of the Association.

e. OTHER TRANSFERS. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

12.2 APPROVAL OF ASSOCIATION. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION.

(1) SALE. A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended Purchaser as the Association may require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a Purchaser for the Unit if the proposed Purchaser is not approved. If such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) LEASE. A Unit Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.

(3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A Unit Owner who has obtained his title by a gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owner as the Association may require and a copy of the instrument evidencing the owner's title.

(4) FAILURE TO GIVE NOTICE. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

b. CERTIFICATE OF APPROVAL.

(1) TRANSFER FEE. There may be a transfer fee, as established and charged by the Association, for the approval procedures set forth in this Paragraph 12, subject to F.S. §718.112(2)(i), Laws of 1984 and as thereafter amended.

(2) SALE OR LEASE. If the proposed transaction is a sale or lease, then within ten (10) days after receipt of the notice and information concerning the proposed purchaser or

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lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate, the form of which is attached to the By-Laws of the Association as Exhibit A, executed by the President or Vice President of the Association, and which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in a similar manner as said Exhibit A and delivered to the lessor. The liability of the Unit Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

(3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within ten (10) days after receipt of the notice and information required to be furnished concerning such owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership by the Unit. If approved, the approval shall be stated in a certificate executed by the Association, the form of which is attached the By-Laws as Exhibit A, and which shall be recorded in the Public Records as hereinabove provided.

(4) APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a Unit is a Corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be Occupants of the Unit be approved by the Association and that the principals of the Corporation or entity shall guarantee the performance by the Corporation of the provisions of this instrument, and execute either a copy thereof or a certificate to that effect.

12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

a. NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval of the Association and the transaction shall not be consummated.

b. SALE OR LEASE--REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Unit Owner a bona fide agreement to purchase or rent the Unit by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Unit Owner must sell or lease the Unit upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or lease.

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Unit Owner

in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

c. GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the Unit Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sales price.

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Paragraph 12.3b(3) shall apply.

12.4 MORTGAGE. No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association except to an Institutional Mortgagee, or to a vendor to secure a portion or all of the purchase price.

12.5 EXCEPTIONS; PROVISO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or transfer by an Institutional Mortgagee or its nominee that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.

a. PROVISO. Should an Institutional Mortgagee or its nominee acquire title to a Unit as hereinabove provided, such Institutional Mortgagee or nominee shall immediately thereafter notify the Association of such fact. The failure of such a Mortgagee to so notify the Association shall not affect the validity of any deed to or by such Mortgagee nor make the conveyance subject to approval by the Association. The purchase from an Institutional Mortgagee or its nominee shall not be subject to approval by the Association as provided in this Article 12.

b. PROVISO. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be

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governed by Paragraph 12.3c, and all of the provisions of this instrument.

12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a Condominium Unit to transfer to transferee all the Condominium Documents originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.

12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.

12.8 PROVISO. No certificate of approval shall be issued by the Association, as provided in this Paragraph 12 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.

12.9 INAPPLICABILITY TO SPONSOR. None of the provisions of this Paragraph 12 shall apply to any Unit owned, initially or reacquired, by the Sponsor or any corporation that is a parent, affiliate or subsidiary of the Sponsor and said firms may sell or lease any such units as it deems fit.

12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses; nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The Association, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving any person pursuant to this Paragraph 12, or for the method or manner of conducting the investigation. The Association, its agents or employees shall never be required to specify any reason for disapproval.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by F.S 718.111(11) and the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. All Institutional Mortgagees which hold first mortgages on Units totalling more than $1,000,000.00 shall, if they so request, have the right to reasonably approve the policies and the amount of insurance thereof. In the event the Association fails or refuses to provide the insurance herein provided, said Institutional Mortgagees shall have the right to pay for same and be subrogated to the lien rights of the Association as herein provided against all the Units in order to recover any such payments. All insurance policies required hereunder should require the insurer to notify the Association and each first mortgage holder named in the mortgage

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clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

13.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The buildings and all other insurable improvements upon the land, including all of the Units as originally constructed, furnished and equipped by Sponsor, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to 100% of the current replacement value thereof (exclusive of land) excavations and foundations and other items that are usually excluded from insurance coverage) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to condominiums similar to this, including the standard "all risk" endorsement, where such is available. Special Endorsements for the following, shall also be obtained if reasonably available: "Agreed Amount", "Inflation Guard Endorsement", "Special Condominium Endorsement", and construction code endorsements if there is an applicable construction code provision that requires changes to undamaged portions of the buildings even when only part of the condominium is destroyed by an insured hazard. The policy must also contain the standard mortgage clause.

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits, for a single occurrence, of not less than $1,000,000.00 for bodily injury or death, and not less than $1,000,000.00 for property damage. The liability insurance should provide coverage for bodily injury and property damage that results from the operation, maintenance or use of the Condominium's common areas; and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

c. Workmen's compensation policies shall be obtained to meet the requirements of law.

d. Blanket fidelity bonds for all persons handling or responsible for funds of or administered by the Association. The fidelity bond should cover the maximum funds that will be in custody of the Association or the management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal the

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sum of three months' assessments on all Units in the Condominium, plus the Association's reserve funds.

e. If any part of the Condominium is in a special flood hazard area, as defined by the Federal Emergency Management Agency, then a "master" or "blanket" policy of flood insurance on the condominium buildings and any other property covered by the required form of policy, in an amount deemed appropriate, but not less than the following: The lesser of: (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Condominium located within the designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property.

f. The Association shall, if available, at the Association's expense, purchase officers' and directors' liability insurance and shall cause the officers and directors of the Association, from time to time serving, to be named insureds.

g. Such other insurance as the Board of the Association may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a financial institution doing business in Palm Beach County which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Mortgagee holding the greatest dollar amount of first mortgages on the Units. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

b. Proceeds on account of damage to the Unit shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE DAMAGE IS TO BE RESTORED: For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustees the appropriate proportions, each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) TOTAL DESTRUCTION OF A BUILDING WHEN THE DAMAGE IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building the share of each being in the same proportion as the Unit Owners' undivided share in the Common Elements which is appurtenant to his Unit compared with the other Unit Owners in the destroyed building. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear.

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13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

a. If the damaged improvements for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association, except as otherwise provided in paragraph 13.13d.

b. If it is determined that the damaged improvement for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners for whom it is being held and their mortgagees as their interests may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is only to a Common Element the damaged property shall be reconstructed.

b. DAMAGE TO UNITS.

(1) If the damage is to Units and if Units to which 60% or more of the Common Elements are appurtenant are found by the Board of Directors to be untenantable, then the damaged property will not be reconstructed and the condominium will be terminated (without agreement as elsewhere provided), unless within sixty (60) days after the casualty Unit Owners owning 75% or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the foregoing, if the damages could be repaired for $100,000.00 or less, the property shall be reconstructed.

(2) If the damage is to Units, but Units to which more than 40% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the reconstruction shall be determined on a building-by-building basis as follows:

(i) If Units in a particular building which represent 50% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to

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be tenantable, the damaged property shall be reconstructed unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all Units in said building agree in writing not to reconstruct, in which event the Units in that building shall be removed from the Condominium (without agreement) pursuant to Paragraph 13.16 and 13.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for $50,000.00 or less, the property will be reconstructed.

(ii) If Units in a particular building which represent more than 50% of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenantable, then said damaged building will not be reconstructed and the Units in the building will be removed from the Condominium (without agreement) as provided in Paragraph 13.16 and 13.17 hereof, unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction, provided, however, that notwithstanding the fact the required number of Units are untenantable if such property may be reconstructed for $50,000.00 or less, the property shall be reconstructed.

c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

13.9 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes.

13.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to reconstruct. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to

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Common Elements shall be in proportion to the Owner's shares in the Common Elements.

13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than $25,000.00, and is the responsibility of the Association, the construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than $25,000.00 and is the responsibility of the Association, then the reconstruction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association, provided, however, if special assessments were made under Paragraph 13.12 hereof, then all or a part of said balance shall be returned to the Unit Owners paying said assessment, prorata, according to the

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amount each paid, up to the full amount each paid, then to the Association.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued concerning any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the Unit is not to be reconstructed. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association or owners in a particular building is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

13.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole prorata expense of the Unit Owners who own Units in said building. The expenses thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

13.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 13.8 hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building, on account of casualty to said building, shall be contingent upon such Unit Owners conveying by Quit-claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgagees thereof executing Satisfactions of Mortgages, in recordable form, for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which was not restored, and in order to collect said Common Elements attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expenses equals said actual expenses and assessments.

14. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The Association shall have the power to make, levy and collect regular and special assessments for

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Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the ownership of the Common Elements without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Units(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall be a Common Expense. Sponsor's liability shall be as specified in Paragraph 7 hereof.

14.3 PAYMENT. The assessment levied against the Unit Owner and his Unit shall be payable in such installments, and at such times as may be determined by the Board of Directors of the Association.

14.4 SPECIAL ASSESSMENTS. In addition to the regular annual assessment, Unit Owners shall be obligated to pay any special assessments as may be levied by the Board of Directors against Units as a result of (a) extraordinary items of expense or in the event of emergencies; (b) if the annual assessments levied are, or may be proved to be, insufficient to pay the costs of operation and management of the Condominium; (c) such other reason or basis determined by the Board of Directors which is not inconsistent with the terms of the Declaration and exhibits thereto, or the Condominium Act. Written notice of such assessment and the use of the funds thereof shall comply with the provisions of Section 718.116(9), Laws of 1984, and as thereafter amended.

14.5 RESERVES.

a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund in compliance with Florida Statutes 718.112(2)(j), Laws of 1984, and as thereafter amended unless waived as therein provided.

b. OPERATING RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payments of assessment by Unit Owners or as a result of emergencies.

14.6 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expenses of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of

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such Unit by whatever means the Association shall not be required to account to such owner of any share of the funds or assets of the Association.

14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and costs.

14.8 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Units for which the assessments are made or in any other manner.

14.9 LIEN. In accordance with §718.116(4)(a) Florida Statute, the Association has a lien upon each Condominium Parcel, and in addition, is hereby granted a lien on all tangible property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which liens shall secure the payment of monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The liens granted to Association may be foreclosed as provided in the Condominium Act. The liens granted to the Association shall further secure such advances for taxes and payments on accounts of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The liens shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.10 PROVISO. When an Institutional Mortgagee of a first mortgage of record, or other purchaser of a Unit, obtains title to the Unit by a purchase at the public sale resulting from said Institutional Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or, as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit Owners of any nature, including, without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.

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14.11 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.12. NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any conveyance of a Unit, the Grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage or by deed in lieu thereof, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred on account thereof and due and owing by the former Unit Owner, have been paid in full.

14.13 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.14 LIENS--MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121--LIENS) the Condominium Act.

15. TERMINATION. The Condominium may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined because of the circumstances and in the manner provided in Paragraph 13.8.b.(1) hereof that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the owners of not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have the option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.

b. PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the

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Pinellas County, FL

Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

15.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).

15.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Limited Common Elements shall be extinguished by virtue of the termination of the Condominium.

15.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Unit.

15.6 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.

16. AMENDMENT. Except as prohibited by F.S. 718.403 or as herein or elsewhere provided, this Declaration may be amended in the following manner and in accordance with the requirements of F.S. 718.110(1):

16.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either a 51% vote of the entire Board of Directors of the Association, or by a 40% vote of the members at a duly called and noticed meeting. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

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a. Not less than 51% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or,

b. Not less than 75% of the votes of the entire membership of the Association; or,

c. Until the first election of a majority of the directors by the membership other than Sponsor as provided for in Article VIII of the Articles of Incorporation, by fifty one percent (51%) of the directors.

16.3 *OMISSION OR ERROR.* Pursuant to Section 718.304, F.S., whenever it shall appear that there is an omission or error in the Condominium Documents the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Documents may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board and shall become effective when unanimously approved by the entire Board. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded.

16.4 PROVISO.

a. Except as otherwise provided in this document, no amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.

b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

c. No amendment shall be passed which would affect the surface water management system without the prior approval of the South Florida Water Management District.

16.5 AMENDMENTS REQUIRED BY MORTGAGEES. There shall automatically be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC or GNMA, so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC or GNMA, and such provisons shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC or GNMA. Should FNMA, FHLMC or GNMA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Sponsor of Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

17. REMEDIES.

17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Documents as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the Managing Agent, if any, Sponsor, or if appropriate, by one or more Unit Owners and the prevailing party

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shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Documents shall or may constitute an injury to the Association, the managing agent, if any, Sponsor or the other Unit Owners, and that such injury may be irreparable.

17.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Instrument or its exhibits, the Association, the Managing Agent, if any, or the Sponsor, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. In any action by or against Sponsor, where Sponsor is the prevailing party, arising out of or concerning the Condominium Documents or Sponsor's obligations thereunder, Sponsor shall be entitled to recover all costs of the proceedings, including reasonable attorneys' fees at all levels including the trial and appellate level.

17.3 NO WAIVER. The failure of Association, the managing agent, if any, a Unit Owner, or the Sponsor to enforce any right, provision, covenant, or condition created or granted by the Condominium Documents shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

17.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the Managing Agent, if any, Sponsor, or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

17.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Courts of Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Sponsor, do further waive the right to trial by jury and consent to a trial by the court without a jury.

17.6 APPOINTMENT OF AGENT; PROVISO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium, if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Sponsor.

18. SHARED FACILITIES. Sponsor is proposing that this Condominium consist of forty-one (41) Residential Phases, containing two hundred and sixty (260) Units; however, the current zoning for the underlying land would permit a maximum of three hundred and fourteen (314) Units. In the event Sponsor exercises its right to modify future phases, as herein set forth, the maximum number of Units in this Condominium could increase to three hundred and fourteen (314). Sponsor is proposing that one hundred sixty-eight (168) Units will be located on the Condominium Property West of Gately Drive West and ninety-two (92) Units will be located East of

EXHIBIT "2"

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Gately Drive West; however, Sponsor has reserved the right not to construct or submit to condominium ownership all of such Units and phases as described herein. In the event that any of the lands of the proposed phases are not made a part of this Condominium, but rather are constructed as a part of other residential projects (hereinafter referred to as "Other Projects"), the owners of the residential dwellings of such Other Projects, their guests, invitees, and lessees, shall be entitled to use the recreational facilities contained within the West Common Area Phase and East Common Area Phase (if built) as well as the "Access Road", which is identified upon the surveys contained in Exhibit 1 to this Declaration. If Sponsor desires such persons of such Other Projects to use these Common Area Phases and the Access Road, the same shall be set forth in a certificate to that effect, executed by Sponsor and recorded in the public records of Palm Beach County, Florida, whereupon the same shall be binding upon this Condominium, the Association, its members and all owners of this Condominium as well as their mortgagees, heirs, successors and assigns. This certificate by Sponsor shall also set forth a fractional share of the cost and expense to be born by the owners in such Other Projects with regard to maintenance, repairs, replacement and ownership costs of these Common Area Phases and Access Road, including, but not limited to, taxes, insurance, management fees, utilities, costs of reconstruction and repair, but shall not include administrative or overhead expenses of the Association. This fractional share to be allocated to such Other Projects by Sponsor shall be based on the number of single family residential dwellings permitted to be constructed within such Other Projects as compared to the total number of single family residential dwellings to be constructed upon all the lands which are proposed to be a part of this Condominium, as so determined by Sponsor. If Sponsor does record such a certificate, the Association shall create a separate annual budget for such Common Area Phases constructed and Access Road, to be shared as herein provided, so as to permit this allocation to take place. The Association shall have such right of enforcement to collect such share of assessments from the owners within such Other Projects and rights to enforce the rules and regulations pertaining to the use of the Common Area Phases constructed, as so declared by Sponsor in the certificate hereinabove mentioned. Further, Sponsor shall also have the authority to enact conditions, limitations and restrictions as pertains to these matters to further the intent hereof. Sponsor's reservation of these rights is also as set forth in the "Declaration of Shared Facilities" recorded in the Public Records prior to this Declaration.

19. MISCELLANEOUS RIGHTS OF SPONSOR.

19.1 CONFLICT OF INTERESTS. No representative of the Sponsor serving on the Board of Directors of the Association shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the Sponsor, or Managing Agent, if any, and the Association where Sponsor, or Managing Agent, if any, may have a pecuniary or other interest. Sponsor, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease or other matter where Sponsor may have a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

19.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right, in perpetuity, to use and occupy any unsold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose. Until the Sponsor has

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conveyed the last Unit in the last constructed phase of this Condominium, or all Units in other condominiums, in the general area developed by Sponsor, the Sponsor shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration or Exhibits attached hereto.

20. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Sponsor shall be made by registered mail to Sponsor at 7227 7th Place North, West Palm Beach, Florida 33411.

21. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters.

22. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

23. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

24. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

25. ASSIGNMENT. The Sponsor may, upon conveyance of all or a portion of the Units it owns, prior or subsequent to any such conveyance, designate the Grantee thereof as a successor developer or Sponsor who shall then be deemed to have all rights granted or reserved to Sponsor herein.

26. SPONSOR'S MORTGAGE. Any person or entity which holds a mortgage executed by Sponsor, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be an Institutional Mortgagee for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.

27. FNMA REQUIREMENTS. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; (b) any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by

EXHIBIT "B"

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the Association; (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration on this 25th day of September, 1985.

Signed, Sealed and Delivered in the Presence of:

NOTTINGHAM DEVELOPMENT CORP.

By Its President (SEAL)

(CORPORATE SEAL)

STATE OF FLORIDA )
: SS.
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority personally appeared Tom Scott, to me known to be the person described in and who executed the foregoing instrument as President of NOTTINGHAM DEVELOPMENT CORP., a Florida corporation, and he acknowledged before me that he executed such instrument as such Officer of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at West Palm Beach, Fla. this 25th day of September, 1985.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 9, 1987
Bonded Thru Fred Falls Insurance, Inc.

(NOTARIAL IMPRESSION SEAL)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above named Condominium Association, a Florida corporation not for profit, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 25th day of September, 1985.

Signed, Sealed and Delivered in in the Presence of:

THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC.

By: President (SEAL)

ATTEST: Secretary (SEAL)

(CORPORATE SEAL)

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Certified Copy

STATE OF FLORIDA )
: SS.
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority personally appeared TOM Scott and DONALD MALONE, to me well known to be the persons described in and who executed the foregoing instrument as _____ President and _____ Secretary, respectively, of THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed such instrument as such officers of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at West Palm Beach, Florida this 25th day of September, 1985.

Shirley Potter
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Aug. 9, 1987
Bonded Thru Troy Fain-Insurance, Inc.

(NOTARIAL IMPRESSION SEAL)

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EXHIBIT 1 TO DECLARATION OF CONDOMINIUM

OF

THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA )
) SS:
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared DICKSON H. THARIN, who after first being duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the Laws of the State of Florida, being Surveyor No. 2086.

2. Affiant hereby certifies that the construction of the improvements described as Phase 7 appearing on pages 18 through 19 hereof, is substantially complete so that this Exhibit, together with the Declaration of Condominium of THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM, and the Exhibits attached thereto, is an accurate representation of the location and dimensions of said improvements described and that the identification, location and dimensions of the Common Elements, and of each Condominium Unit therein for Phase 7 can be determined from these materials.

FURTHER AFFIANT SAYETH NAUGHT.

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 26th DAY OF September, 1985.

NOTARY PUBLIC, State of Florida
Notary Public, State of Florida
My Commission Expires: My Commission Expires Aug. 9, 1987

Recorded Certified Copy

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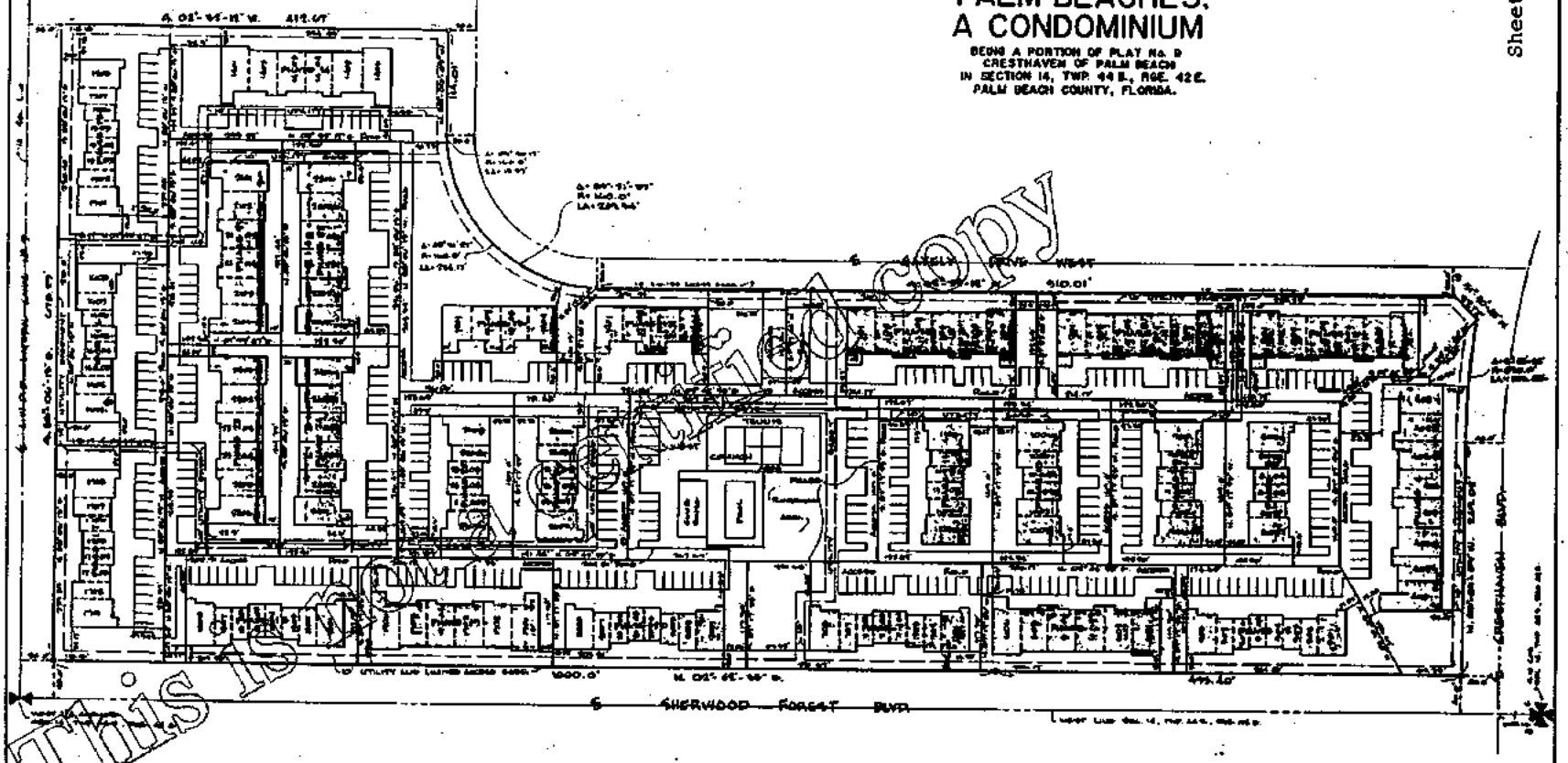
# THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

BEING A PORTION OF PLAT No. 9
CRESTHAVEN OF PALM BEACH
IN SECTION 14, TWP. 44 S., RGE. 42 E.
PALM BEACH COUNTY, FLORIDA.

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## PROPOSED SITE PLAN AND PLOT PLAN

1. ALL EASEMENTS, ACCESS, SIGHT EASEMENT AND "P.U.E." AS SHOWN UNLESS OTHERWISE OTHERWISE.
2. ALL PLANE LIGHTS ARE TO THE SOUTHERN OF ARBOR DRIVE.

R. H. [illegible]
LAND SURVEYING

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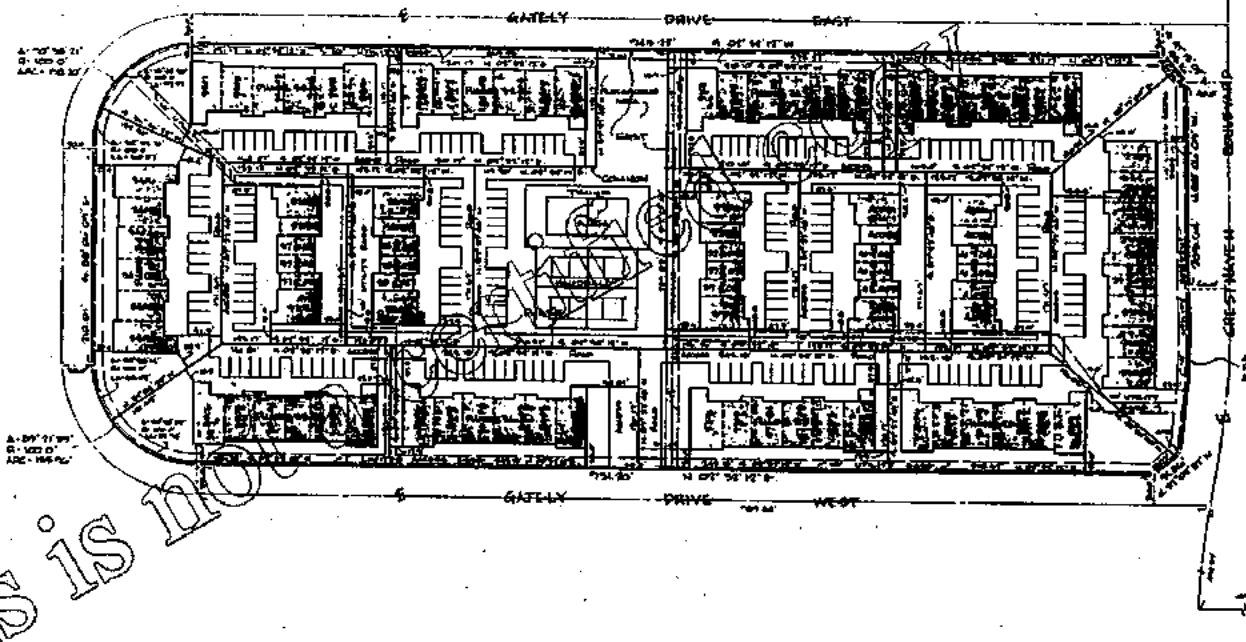
Sheet 3 of 56

# THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

BEING A PORTION OF PLAT No. 9
CRESTHAVEN OF PALM BEACH
IN SECTION 14, TWP. 44 S., RGE. 42 E.
PALM BEACH COUNTY, FLORIDA.

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PROPOSED SITE PLAN
AND PLOT PLAN

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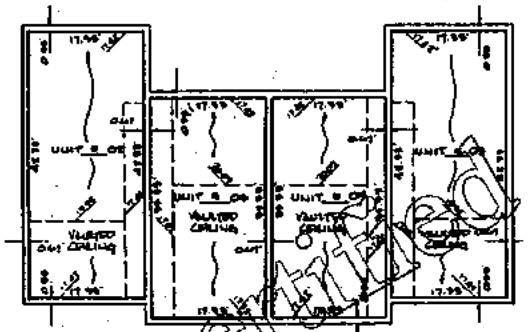
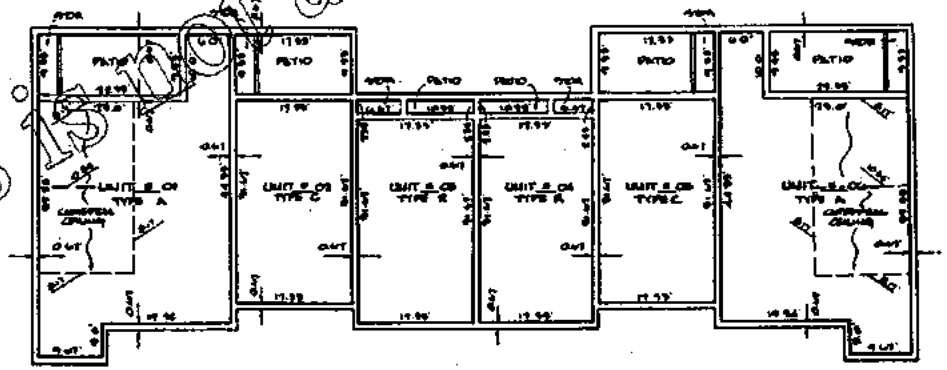
Sheet 4 of 56

EXHIBIT
TO THE DECLARATION OF CONDOMINIUM OF

# THE ARBOURS OF THE PALM BEACHES A CONDOMINIUM

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS





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

BUILDING "A"

PROPOSED
FIRST & SECOND FLOOR PLAN FOR
PLEASE 8, 9, 10, 11, 25, 26, 27, 28, 29, 30, & 31

ELEVATION OF FIRST FLOOR OF UNIT BOUNDARY 0.00'
ELEVATION OF SECOND FLOOR CEILING OF UNIT BOUNDARY 11.01'
(EXCEPT IN THOSE AREAS OF VAULTED CEILING)

ALL ELEVATIONS FOR UNIT BOUNDARIES ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 & THE NORTHERN FIRST FLOOR ELEVATION BEING 8.00' (THE HIGHEST FIRST FLOOR ELEVATION OF THE NORTHERN BUILDING)

- - - - - INDICATES THE INTERSECTION OF THE HORIZONTAL CEILING PLANE WITH PLANE OF THE VAULTED AND CATHEDRAL CEILINGS.

INDICATES DIFFERENCE IN ELEVATION OF FIRST FLOOR CEILING AND FIRST FLOOR, FLOOR AT THE LOCATION SHOWN.

R. H. [illegible]
LAND SURVEYING

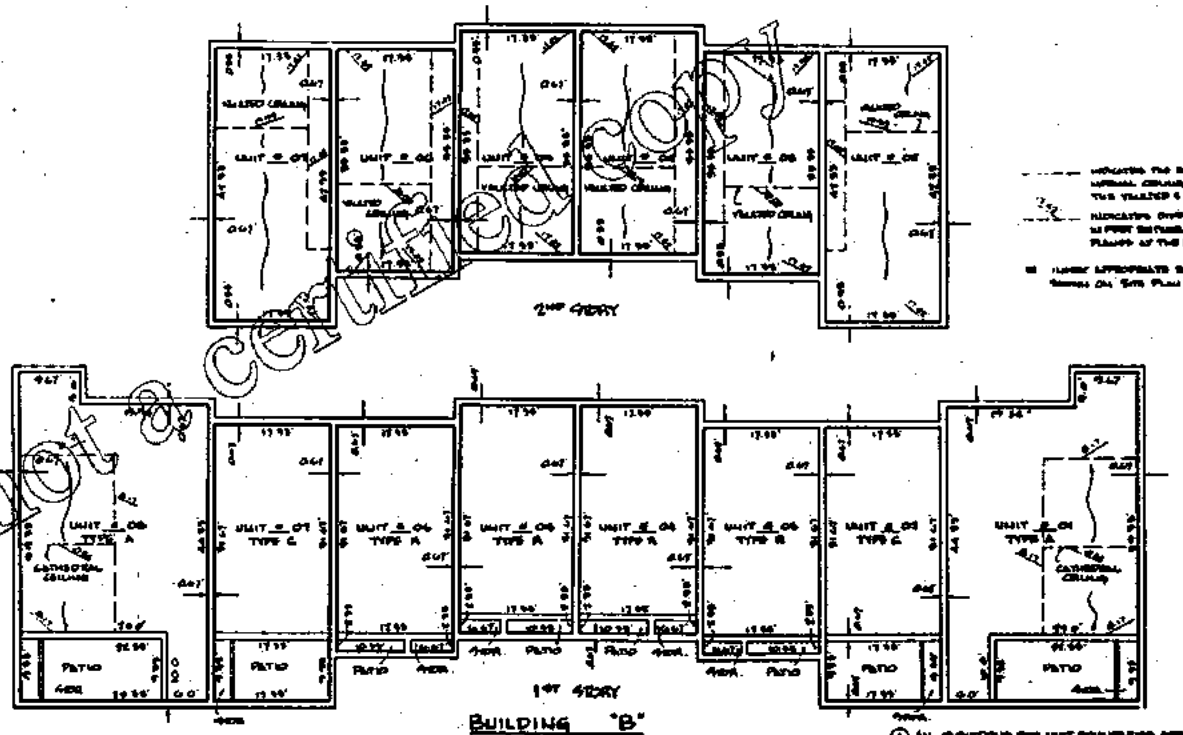
This is not a certified copy

EXHIBIT
TO THE DECLARATION OF CONDOMINIUM OF

# THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS

This is not a certified copy




LEGEND

PROPOSED FIRST & SECOND FLOOR PLAN FOR BUILDING "B"

S. E. TOBIN
LAND SURVEYORS

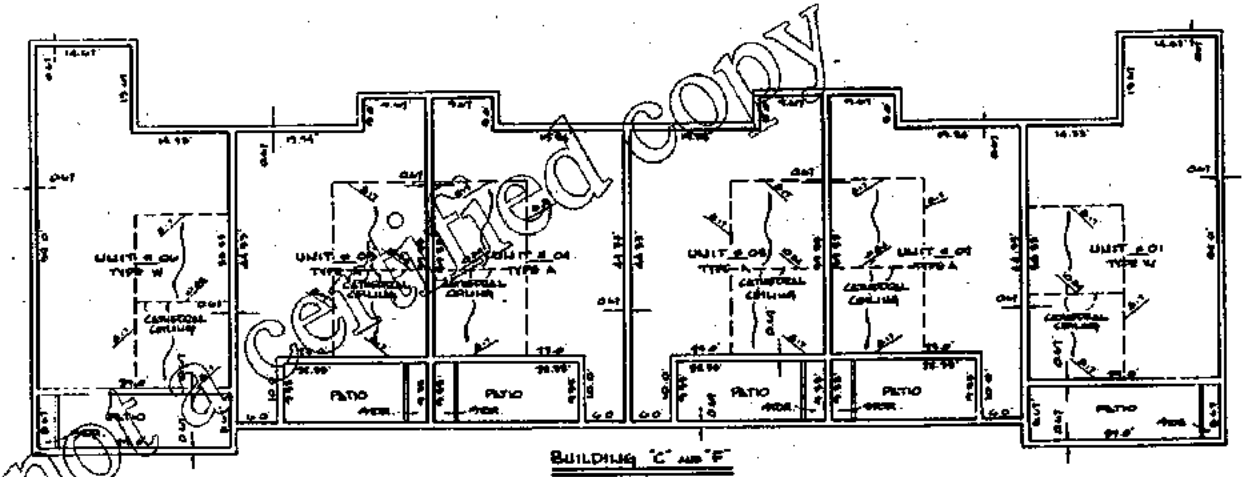
B4663 P1470

Sheet 6 of 56

EXHIBIT
TO THE DECLARATION OF CONDOMINIUM OF

# THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS




BUILDING "C" AND "F"

LEGEND

PROPOSED FLOOR PLAN FOR PHASES 1, 1.5, C, 14, 19, 21, 22, 23, 24, 27, 28, 30, 31, 32, 33, 34, 35, & 36.

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

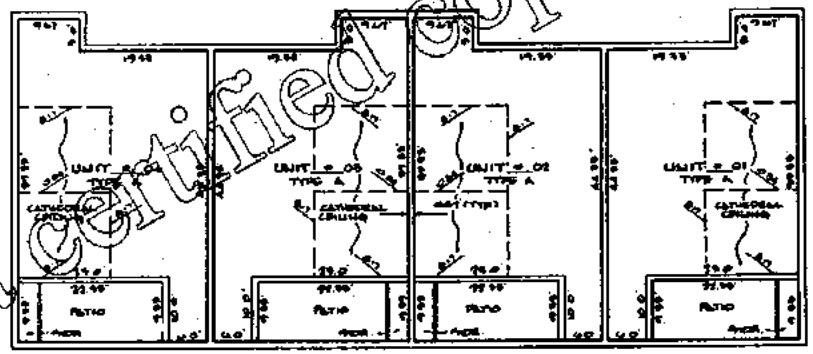
This is not a certified copy

D. R. THOMAS
LAND SURVEYING

EXHIBIT
TO THE DECLARATION OF CONDOMINIUM OF

# THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION
OF IMPROVEMENTS



BUILDING "D"

PROPOSED
FLOOR PLAN FOR PHASE

LEGEND

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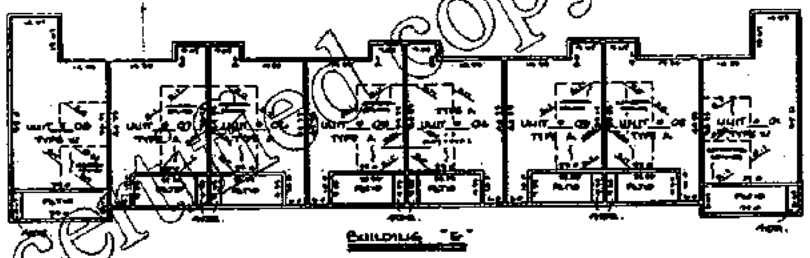
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B. K. THORIP
LAND SURVEYING

EXHIBIT
TO THE DECLARATION OF CONDOMINIUM OF

# THE ARBOURS OF THE PALM BEACHES A CONDOMINIUM

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS

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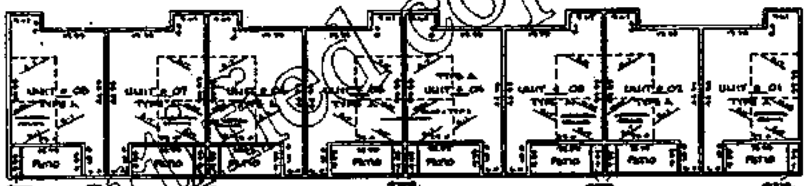
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT
TO THE DECLARATION OF CONDOMINIUM OF

# THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION
OF IMPROVEMENTS



BUILDING "G"

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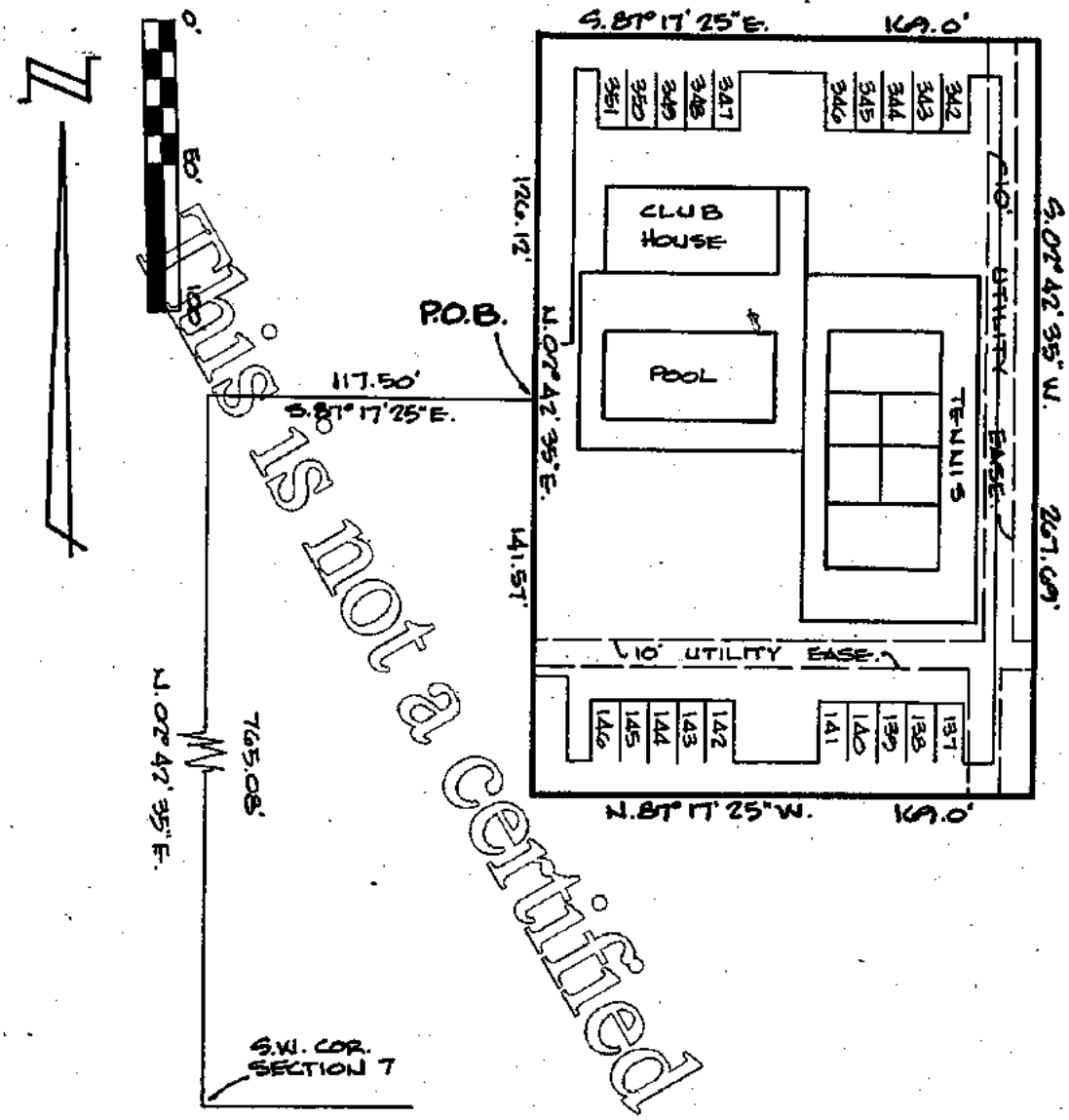
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.




This is not a certified copy

LEGAL DESCRIPTION (WEST COMMON AREA PHASE)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 765.08 feet; thence South 87°-17'-25" East, a distance of 117.50 feet to the actual Point of Beginning of the tract of land to be described; thence North 02°-42'-35" East, a distance of 126.12 feet; thence South 87°-17'-25" East, a distance of 169.0 feet; thence South 02°-42'-35" West, a distance of 267.69 feet; thence North 87°-17'-25" West, a distance of 169.0 feet; thence North 02°-42'-35" East, a distance of 141.57 feet to the POINT OF BEGINNING.

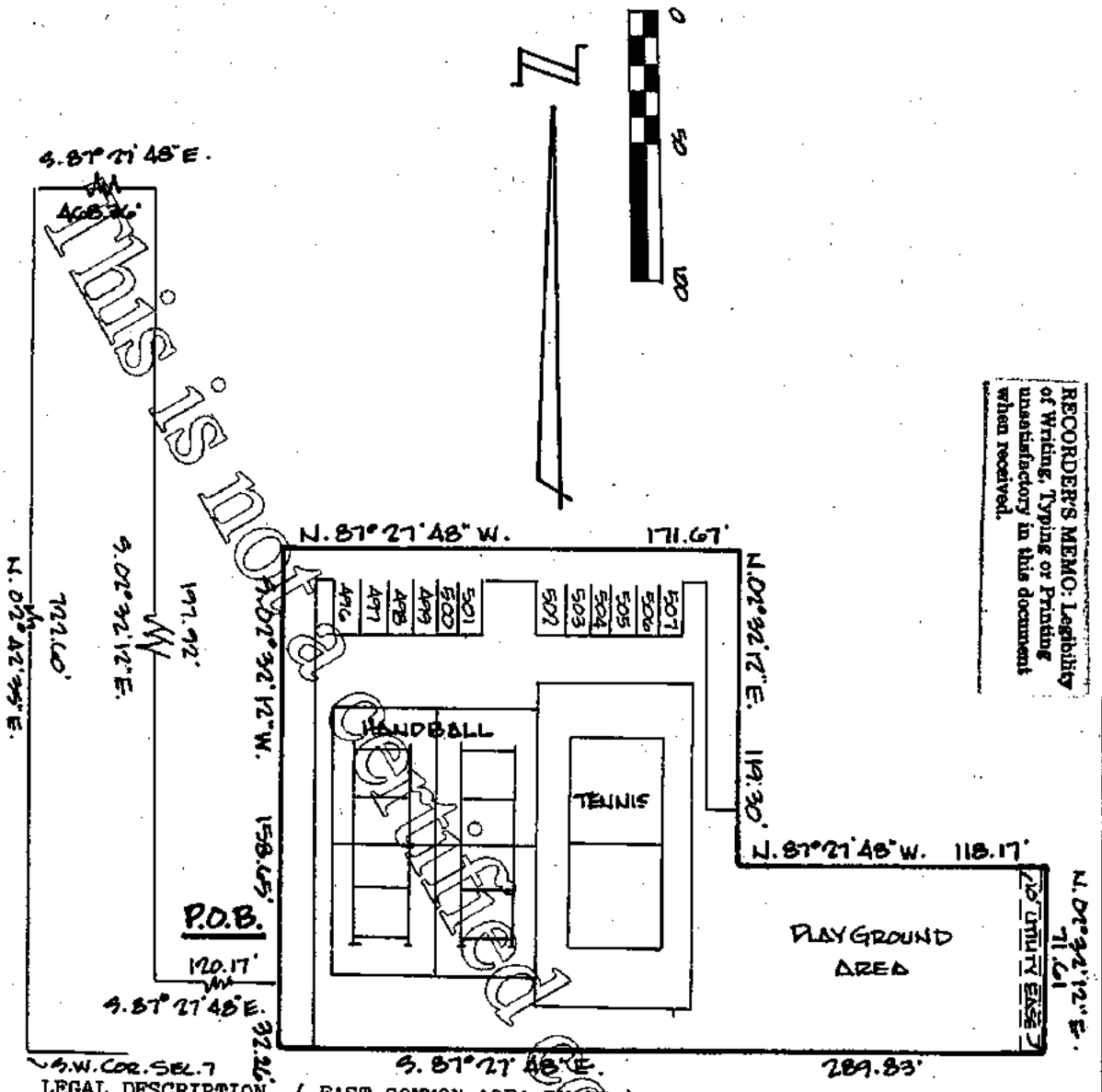
PARCEL CONTAINING: 1.04 acres, more or less.

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

8463 Pl 1474

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | O. H. THARIN<br>LAND SURVEYING<br>7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467<br>TELEPHONE: 439-7686 | REFERENCES CRESTHAVEN |
| BY J.C.S. | | JOB NO 84-726 |
| FIELD | | S-5053 |
| DATE 4-3-85 | | |




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

This is not a certified survey

LEGAL DESCRIPTION ( EAST COMMON AREA PHASE )

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

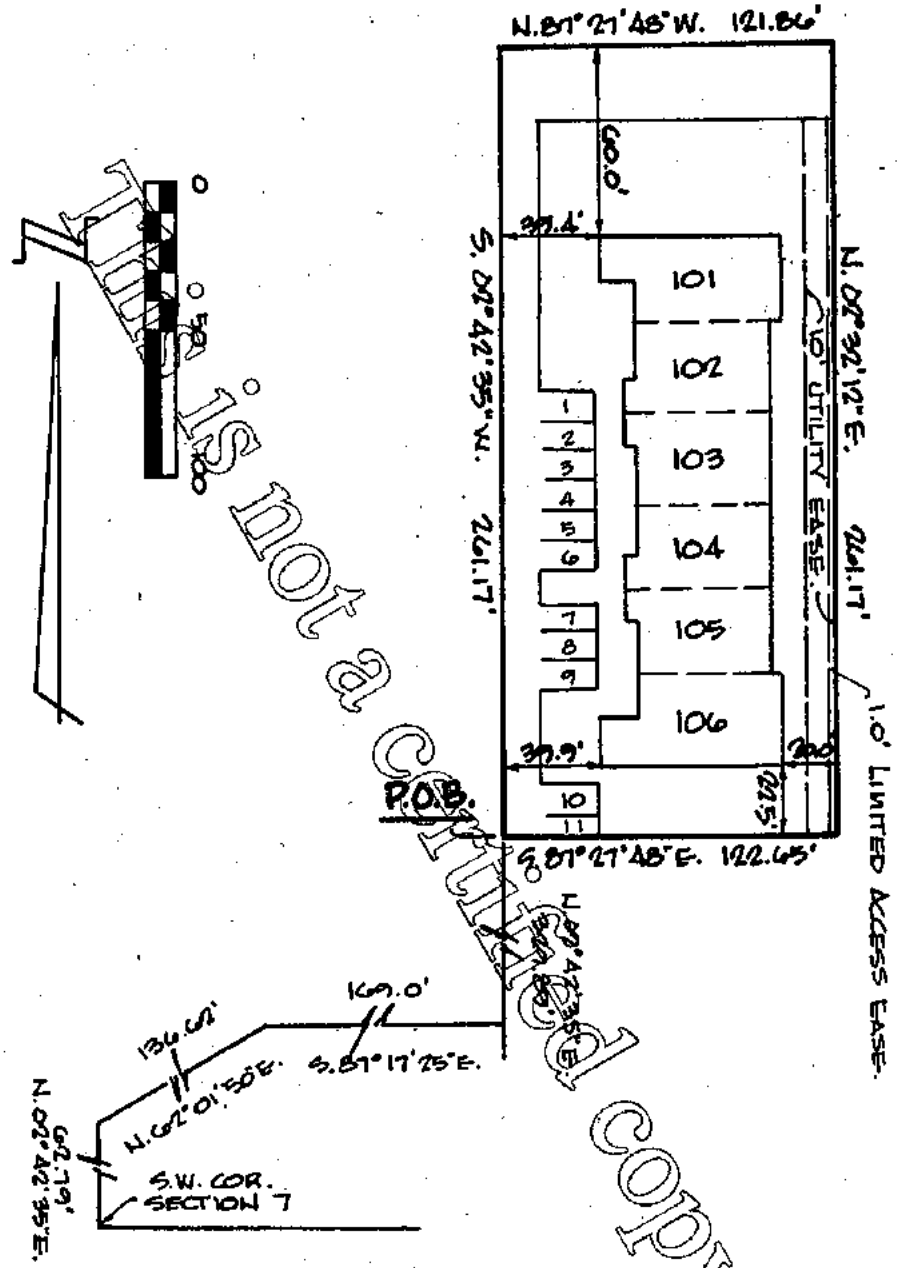
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the Easterly right-of-way line of Gately Drive West; thence South 02°-32'-12" West along said right-of-way line, a distance of 197.92 feet; thence South 87°-27-48" East, a distance of 120.17 feet to the actual Point of Beginning of the tract of land to be described; thence South 02°-32'-12" West, a distance of 32.26 feet; thence South 87°-27'-48" East, a distance of 289.83 feet to a point in the West right-of-way line of Gately Drive East; thence North 02°-32'-12" East along said right-of-way line, a distance of 71.61 feet; thence North 87°-27'-48" West, a distance of 118.17 feet; thence North 02°-32'-12" East, a distance of 119.30 feet; thence North 87°-27'-48" West, a distance of 171.67 feet; thence South 02°-32'-12" West, a distance of 158.65 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.94 acres, more or less.

84663 P1475

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN<br>LAND SURVEYING<br>7544 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461<br>TELEPHONE: 439-7895 | REFERENCES CRESTHAVEN |
| DR J.C.S. | | JOB NO 84-726 |
| FIELD | | S. 5054 |
| DATE 4-6-85 | | |

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

LEGAL DESCRIPTION ( PHASE 1 )

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH:, ACCORDING TO THE PLAT, THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

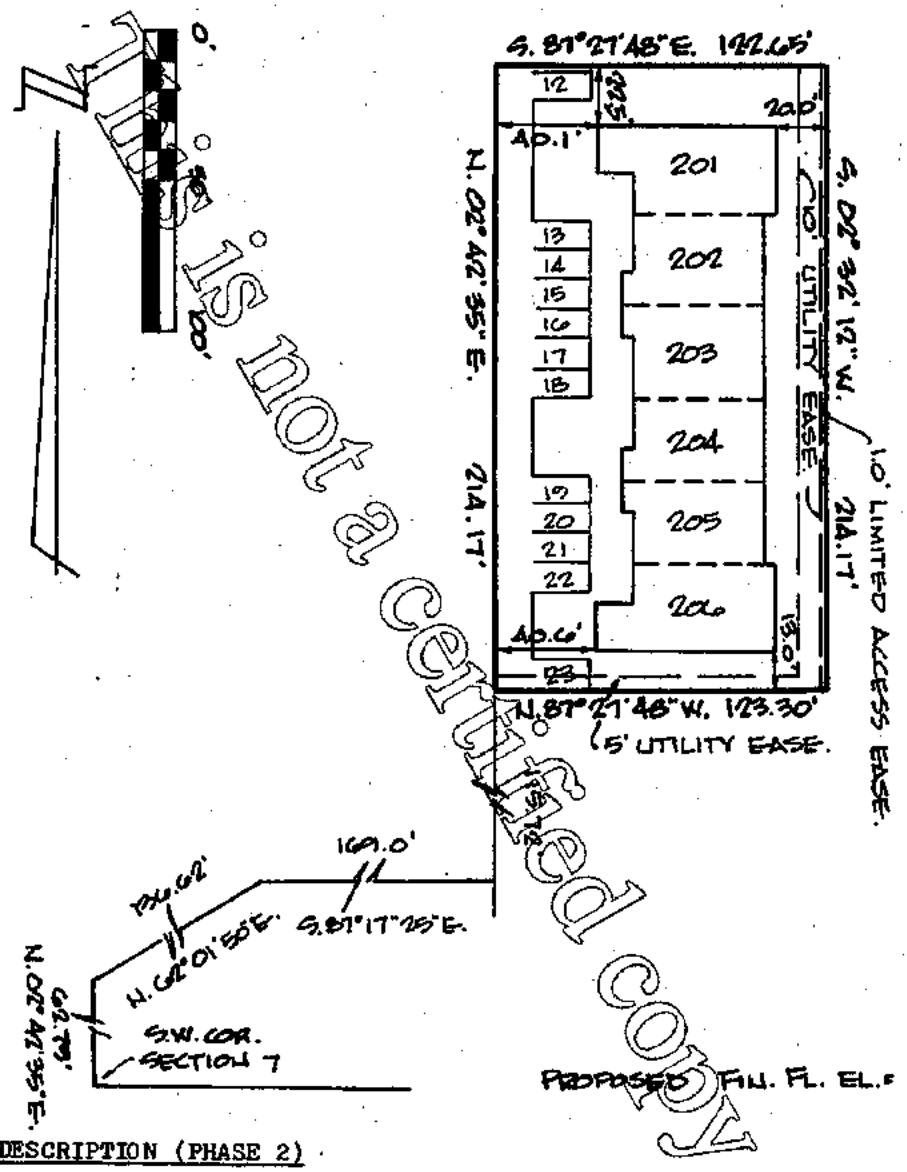
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 62,79 feet; thence North62°-01'-50" East, a distance of 136.62 feet; Thence South 87°-17'-25" East, a distance of 169.0 feet; thence North 02°-42'-35" East, a distance of 329.89 feet; to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 122.65 feet to the Westerly right-of-way line of Gately Drive West; thence North 02°-32'-12" East, a distnace of 261.17 feet; thence North 87°-27'-48" West, a distance of 121.86 feet; thence South 02°-42'-35" West, a distance of 261.17 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.88 acres, more or less.

84663 P1476

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. W. THARIN | REFERENCES CRESTHAVEN |
| BY J.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD ~ | 7964 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | S. 5052 |
| DATE 3-27-85 | TELEPHONE: 439-7959 | |

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

LEGAL DESCRIPTION (PHASE 2)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

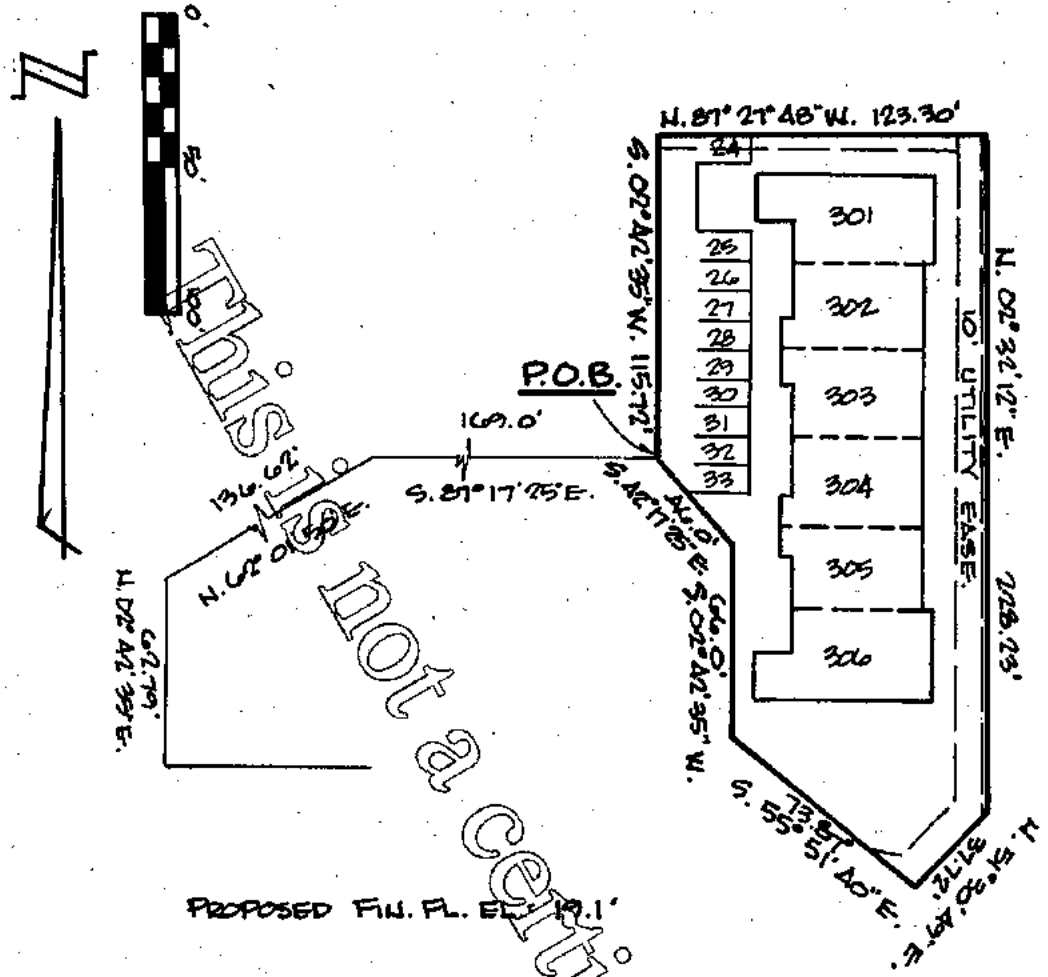
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 62.79 feet; thence North 62°-01'-50" East, a distance of 136.62 feet; thence South 87°-17'-25" East, a distance of 169.0 feet; thence North 02°-42'-35" East, a distance of 115.72 feet, to the actual Point of Beginning of the tract of land to be described; thence continue North 02°-42'-35" East, a distance of 214.17 feet; thence South 87°-27'-48" East, a distance of 122.65 feet to the westerly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West along said westerly right-of-way line, a distance of 214.17 feet; thence North 87°-27'-48" West, a distance of 123.30 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.578 acres, more or less.

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"= 50' | D. H. THARIN | REFERENCE CRESTHAVEN |
| DR XS. | LAND SURVEYING | JOB NO 84-726 |
| FIELD ~ | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S. 5052 |
| DATE 3-29-85 | TELEPHONE: 439-7892 | |

B4663 P1477




This is not a certified copy

LEGAL DESCRIPTION (PHASE 3)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat, a distance of 62.79 feet; thence NOrth 62°-01'-50" East, a distance of 136.62 feet; thence South 87°-17'-25" East, a distance 169.0 feet to actual Point of Beginning of the tract of land to be described; thence South 42°-17'-25" East, a distance of 46.0 feet thence South 02°-42'-35" West, a distance of 66.0 feet; thence South 55°-51'-40" East, a distance of 73.87 feet; thence North 51°-30'-49" East , a distance of37.72 feet to the Westerly right-of-way line of Gately Drive West; thence North 02°-32'-12" East, a distance of 228.23 feet; thence North 87°-27'-48" West, a distance of 123.30 feet; thence South 02°-42'-35" West, a distance of 115.72 feet to the POINT OF BEGINNING.

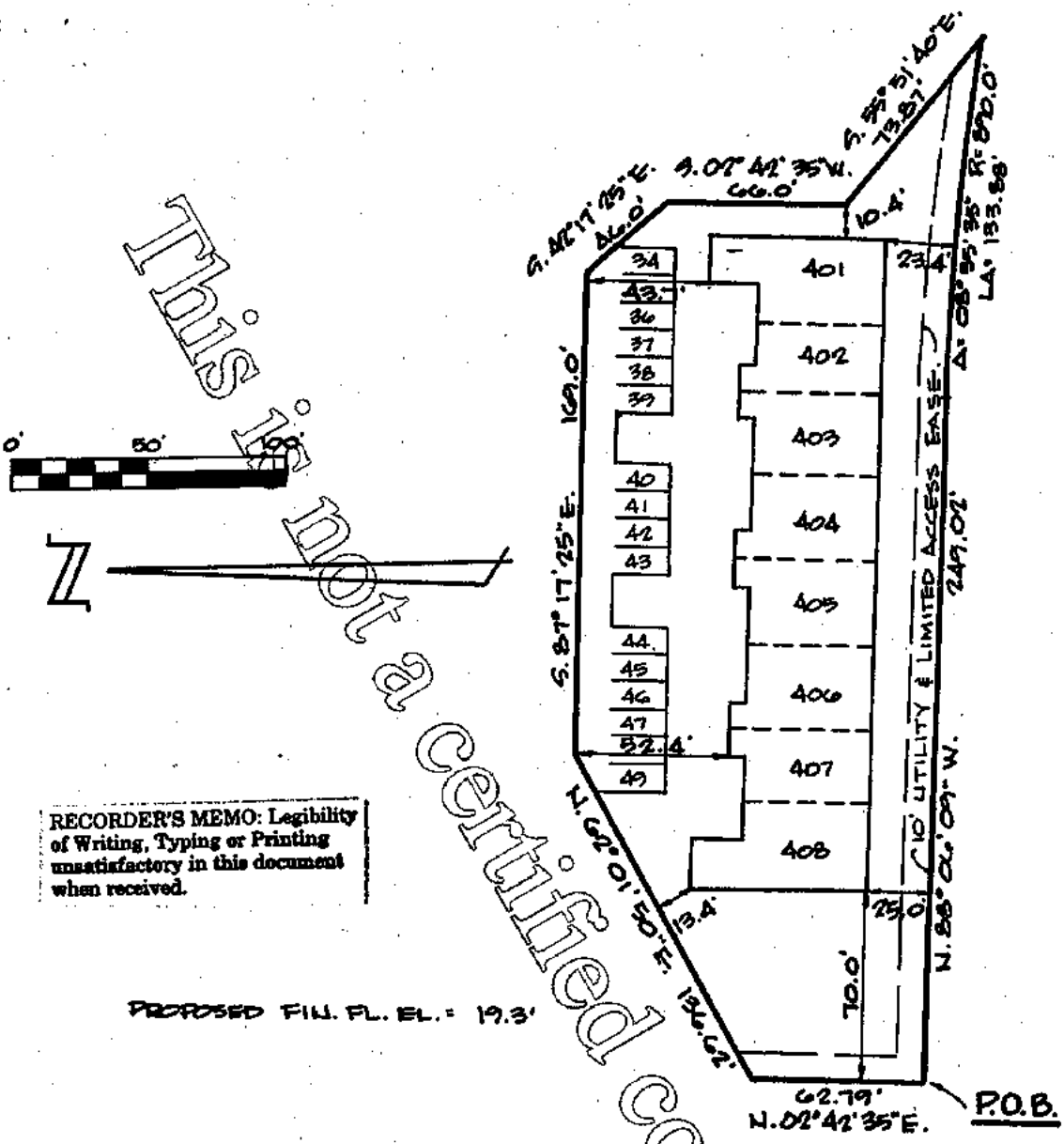
PARCEL CONTAINING: 0.58 acres, more or less.

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

BOOK 41 PAGE 18

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"= 50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY JCS. | LAND SURVEYING | JOB NO 84-726 |
| FIELD ~ | 7644 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S- 5052 |
| DATE 3-29-85 | TELEPHONE: 439-7893 | |




PROPOSED FILL FL. EL. = 19.3'

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

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LEGAL DESCRIPTION (PHASE 4)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

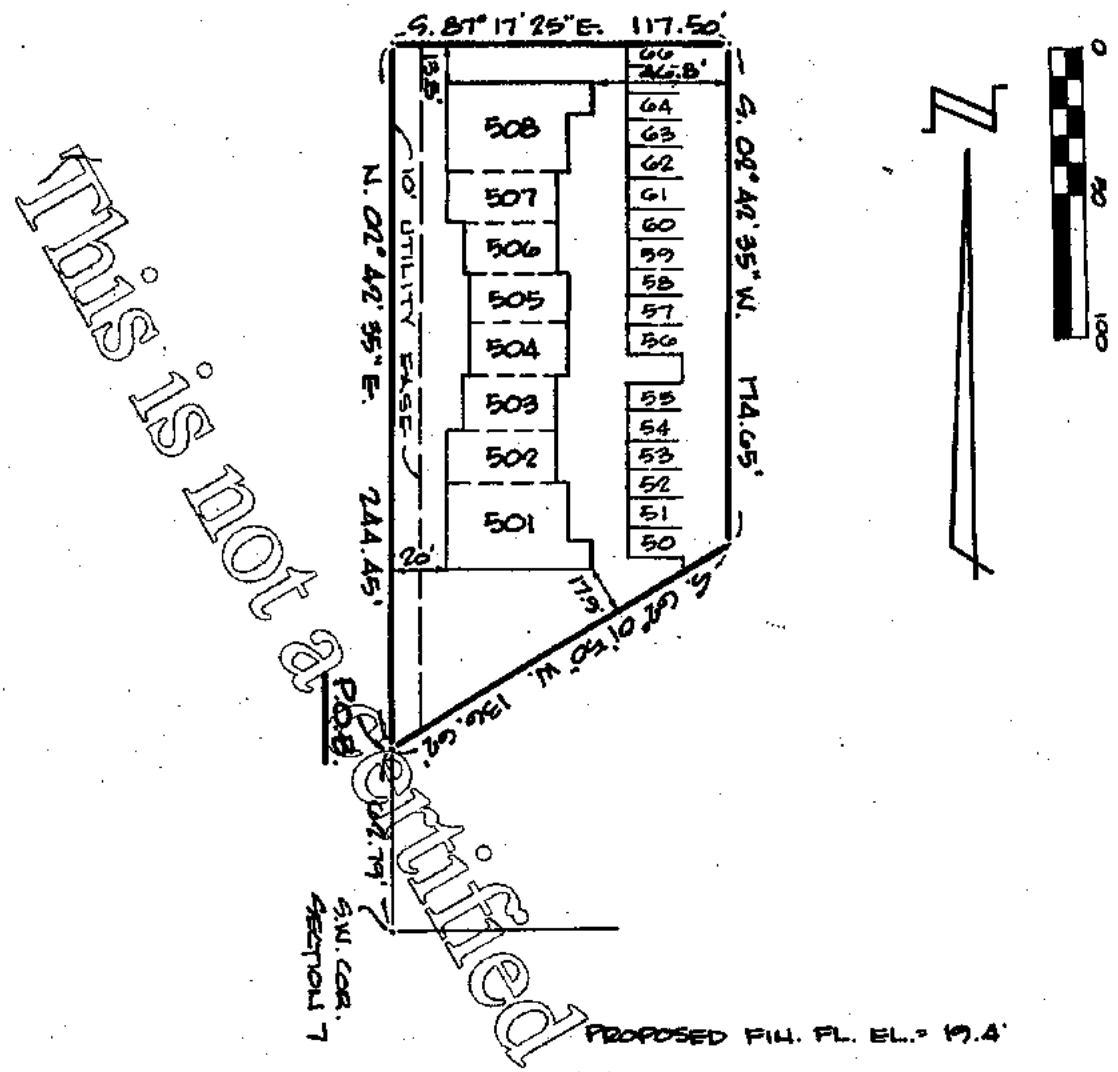
Beginning at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 62.79 feet; thence North 62°-01'-50" East, a distance of 136.62 feet; thence South 87°-17'-25" East, a distance of 169.0 feet; thence South 42°-17'-25" East, a distance of 46.0 feet; thence South 02°-42'-39" West, a distance of 66.0 feet; thence South 55°-55'-14" East, a distance of 73.87 feet to a point on a curve concave to the South, having a radius of 890.0 feet and a central angle of 08°-35'-35"; thence westerly along the arc of said curve a distance of 133.48 feet, to the P.T. of said curve; thence North 88°-06'-09" West, a distance of 249.02 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.949 acres, more or less.

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1" = 50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY S.C.S. | LAND SURVEYING | JOB NO 84-720 |
| FIELD — | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | S- 5052 |
| DATE 4-1-85 | TELEPHONE: 439-7893 | |

8466 Pg 1179

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LEGAL DESCRIPTION (PHASE 5)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

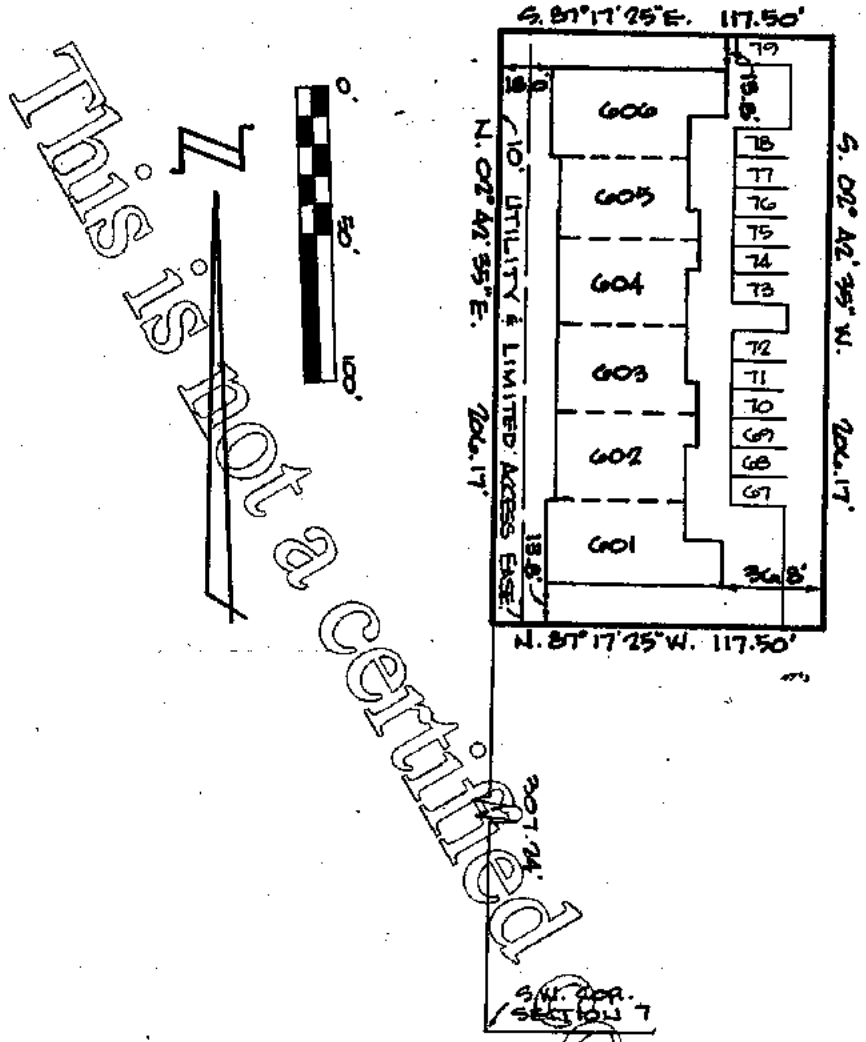
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 62.79 feet; to the actual Point of Beginning of the tract of land to be described; thence continue North 02°-42'-35" East along said West line, a distance of 244.45 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence South 02°-42'-35" West, a distance of 174.65 feet; thence South 62°-01'-50" West, a distance of 136.62 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.625 acres, more or less.

84663 P1480

Registered Land Surveyor, Florida Certificate No. 4164

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN<br>LAND SURVEYING<br>7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467<br>TELEPHONE: 439-7883 | REFERENCES CRESTHAVEN |
| BY JCS. | | JOB NO 84-726 |
| FIELD ~ | | S- 5052 |
| DATE 3-29-85 | | |

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LEGAL DESCRIPTION (PHASE 6)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

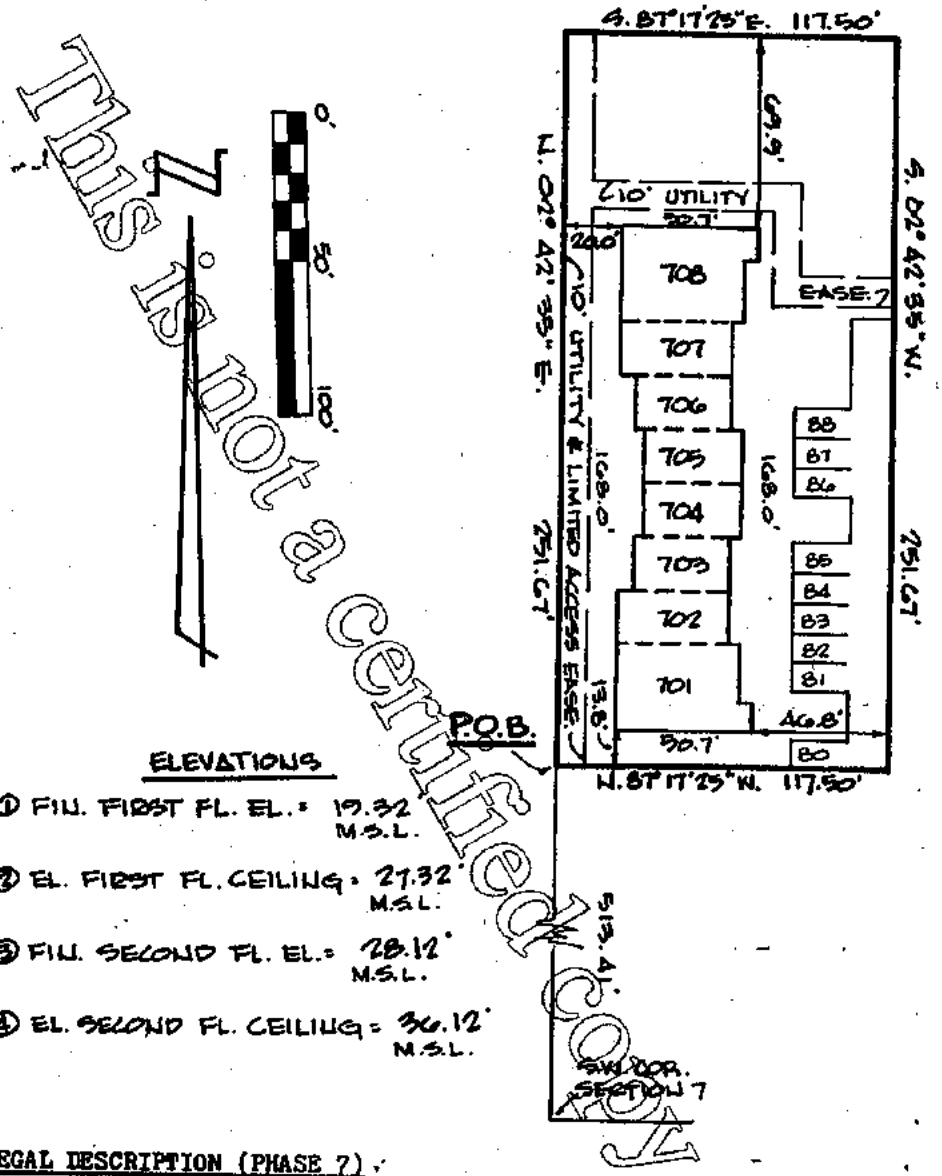
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 307.24 feet, to the actual Point of Beginning of the tract of land to be described; thence continue North 02°-42'-35" East along said West line, a distance of 206.17 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence South 02°-42'-35" West, a distance of 206.17 feet; thence North 87°-17'-35" West, a distance of 117.50 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.527 acres, more or less.

B4663 P1481

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1" = 50' | D. H. THARIN | REFERENCE: CRESTHAVEN |
| DR. SCS. | LAND SURVEYING | JOB NO 84-726 |
| FIELD — | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S-5052 |
| DATE 4-1-85 | TELEPHONE: 439-7886 | |




This is not a certified survey

## ELEVATIONS

① FIN. FIRST FL. EL. = 19.32 M.S.L.

② EL. FIRST FL. CEILING = 27.32 M.S.L.

③ FIN. SECOND FL. EL. = 28.12 M.S.L.

④ EL. SECOND FL. CEILING = 36.12 M.S.L.

## LEGAL DESCRIPTION (PHASE 7)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 513.41 feet, to the actual Point of Beginning of the tract of land to be described; thence continue North 02°-42'-35" East along said West line, a distance of 251.67 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence South 02°-42'-35" West, a distance of 251.68 feet; thence North 87°-17'-25" West, a distance of 117.50 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.637 acres, more or less.

REVISED; 8-13-85; FINAL
REVISED; 4-17-85; NEW CONST.

Registered Land Surveyor, Florida Certificate No. 2086

| | |
|---|---|
| SCALE | 1" = 50' |
| BY | J.C.S. |
| FIELD | — |
| DATE | 2-85 |

D. H. THARIA
LAND SURVEYING
7844 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33461
TELEPHONE: 439-7085

| | |
|---|---|
| REFERENCES | CRESTHAVEN |
| JOB NO. | 84-726 |
| $. | 5052 |

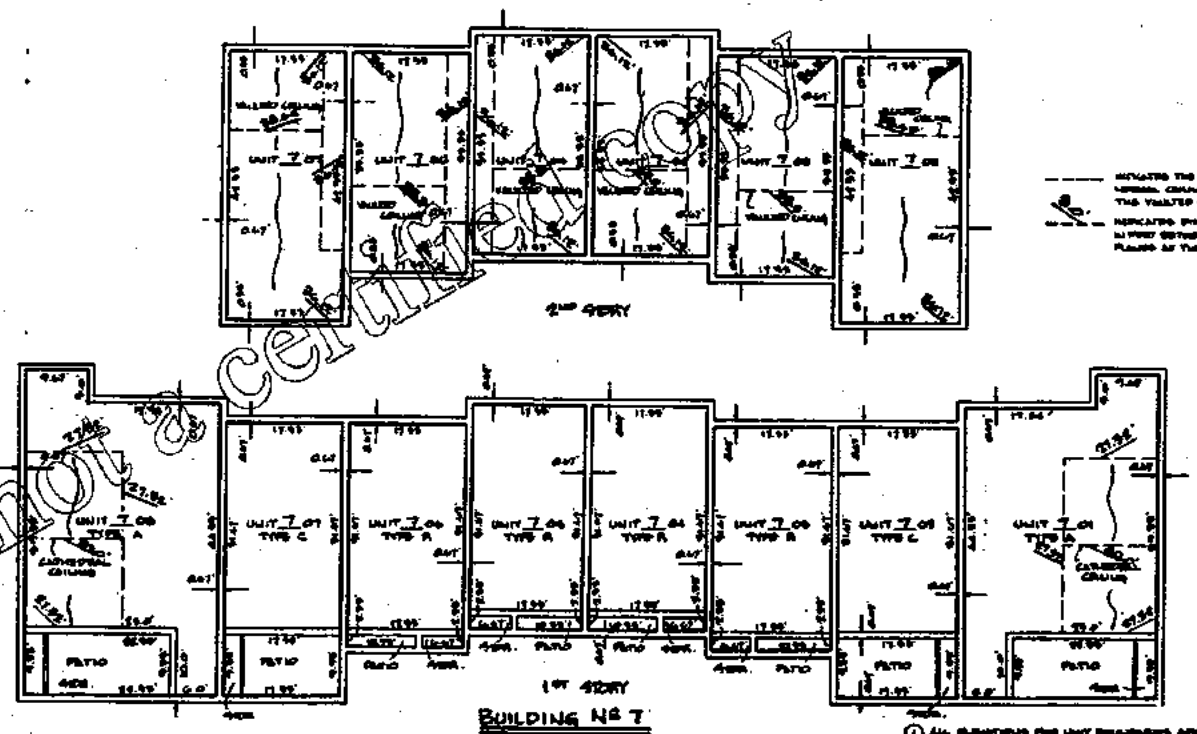
B4663 P182

EXHIBIT
TO THE DECLARATION OF CONDOMINIUM OF

# THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS






FIRST & SECOND FLOOR PLAN

ELEVATION OF THE FIRST FLOOR OF UNIT BOUNDARY 19.92'
ELEVATION OF GROUND FLOOR CEILING OF UNIT BOUNDARY 30.14'
( EXCEPT IN THOSE AREAS OF VAULTED CEILING )

D. B. TURGIS
LAND SURVEYING

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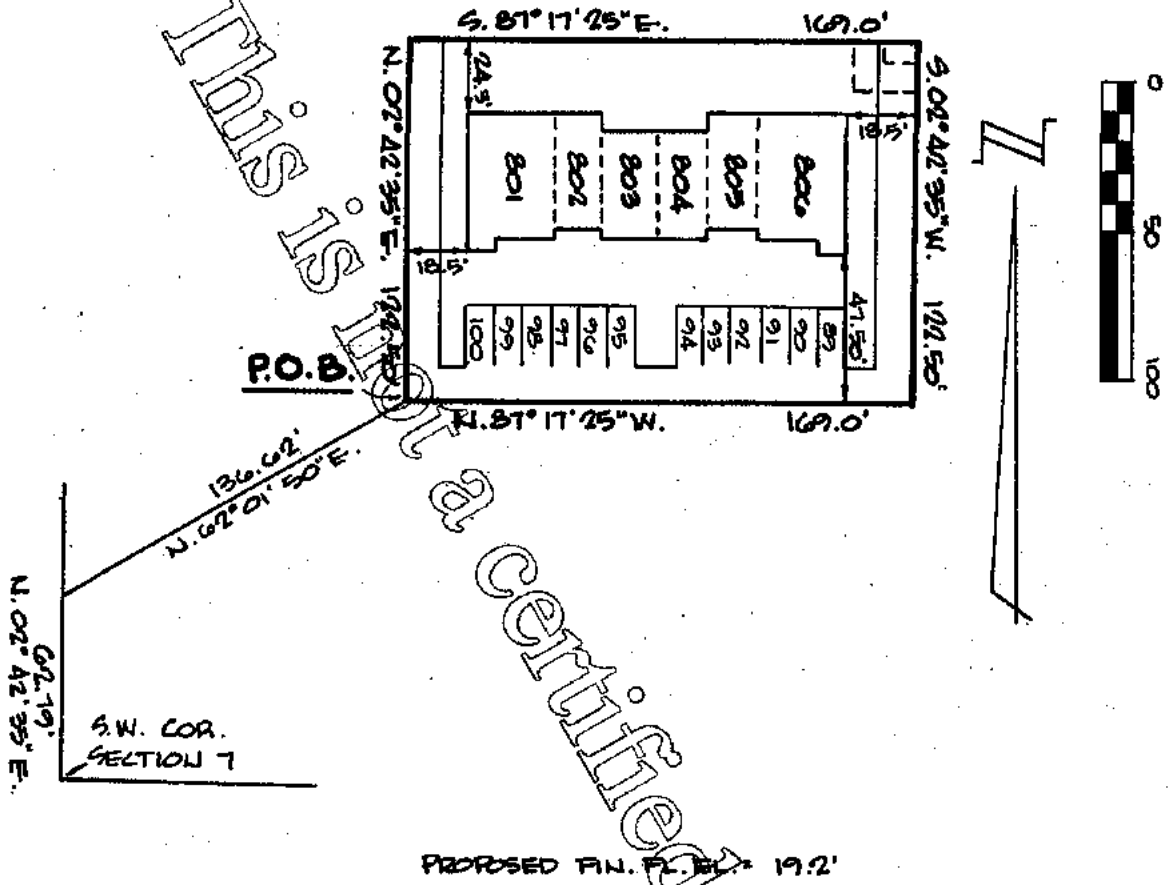


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LEGAL DESCRIPTION (PHASE 8)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

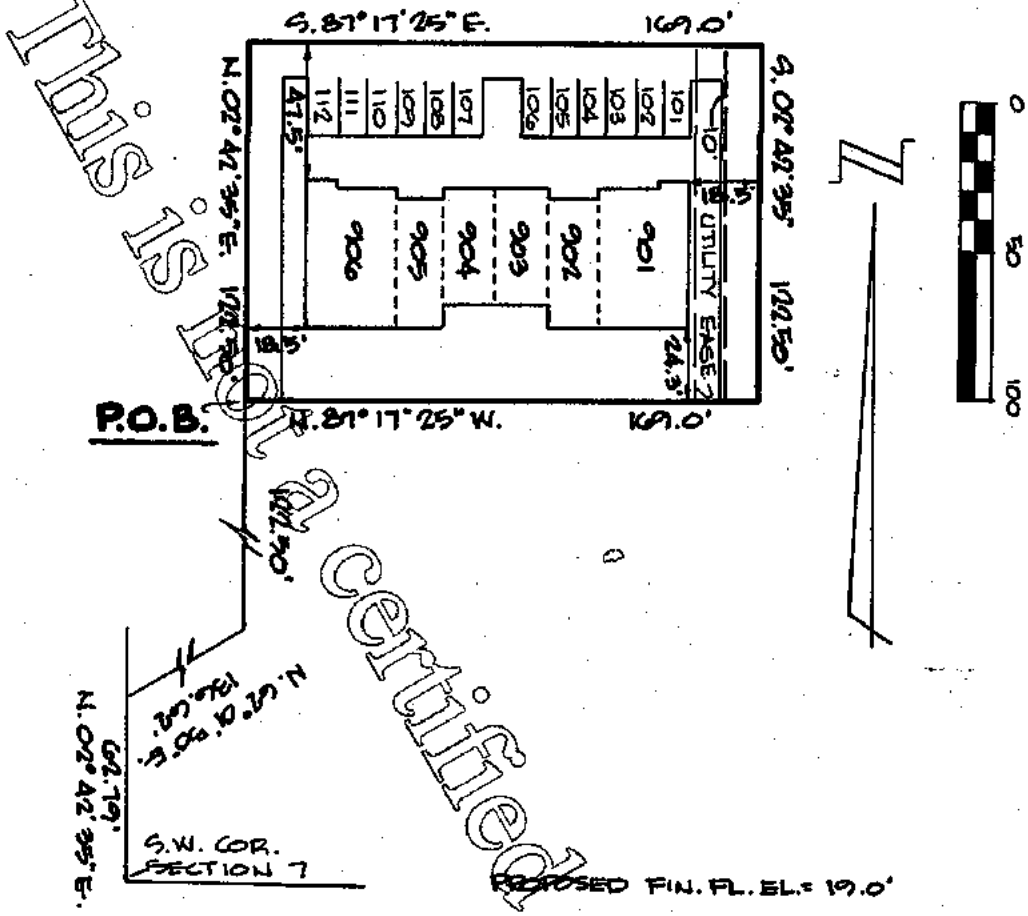
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 62.79 feet; thence North 62°-01'-50" East, a distance of 136.62 feet; to the actual Point of Beginning of the tract of land described; thence North 02°-42'-35" East, a distance of 122.50 feet; thence South 87°-17'-25" East, a distance of 169.0 feet; thence South 02°-42'-35" West, a distance of 122.50 feet; thence North 87°-17'-25" West, a distance of 169.0 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.475 acres, more or less.

B4663 p1184

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1" = 50' | D. H. THARIN<br>LAND SURVEYING<br>7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461<br>TELEPHONE: 439-7889 | REFERENCES CRESTHAVEN |
| DR. J.C.S. | | JOB NO. 84-726 |
| FIELD ~ | | $ - 5052 |
| DATE 3-29-85 | | |




This is to certify that the above is a true and correct copy of the original

LEGAL DESCRIPTION (PHASE 9)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

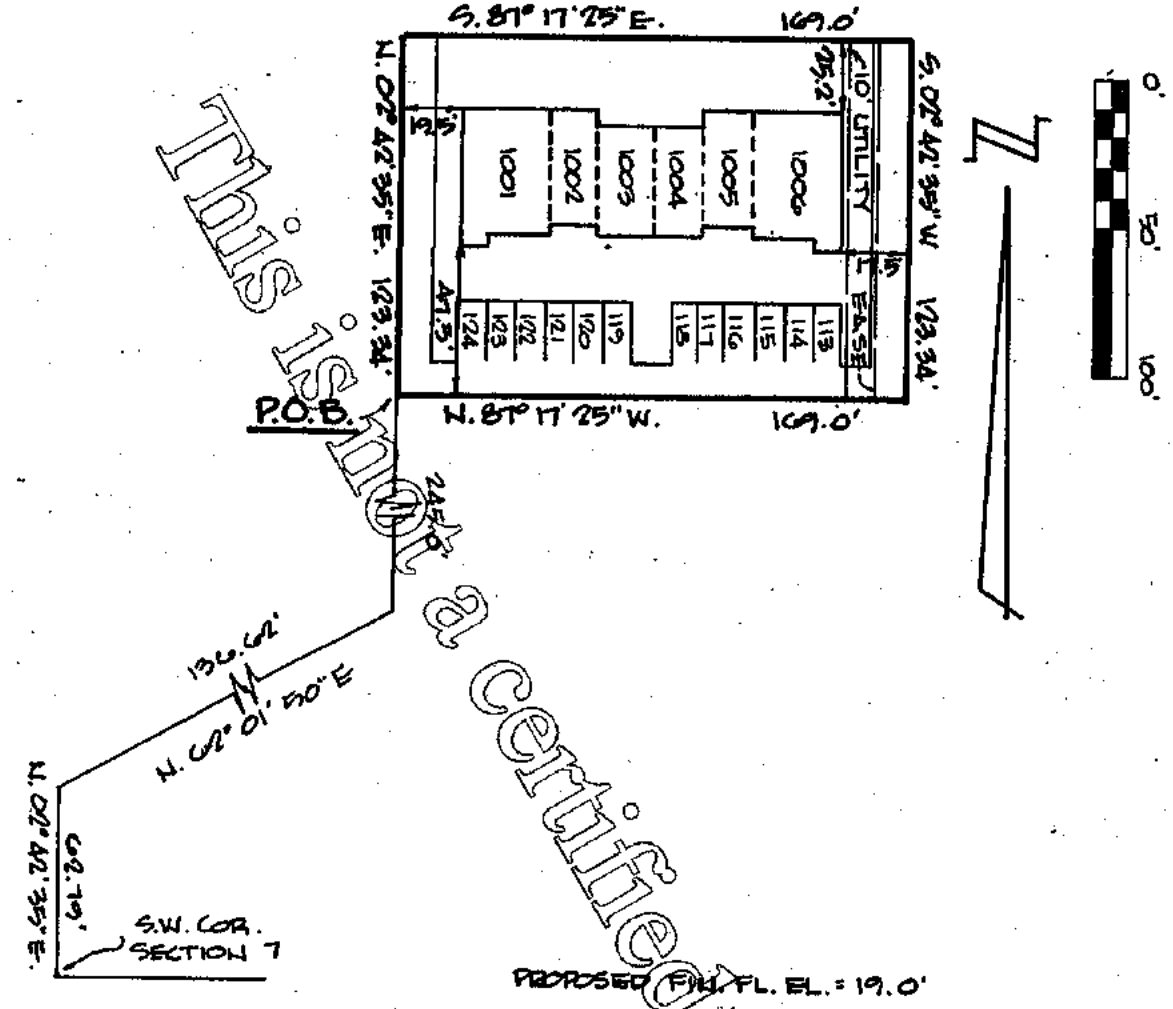
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 62.79 feet; thence North 62°-01'-50" East, a distance of 136.62 feet; thence North 02°-42'-35" East, a distance of 122.50 feet, to the actual Point of Beginning of the tract of land described; thence continue North 02°-42'-35" East, a distance of 122.50 feet; thence South 87°-17'-25" East, a distance of 169.0 feet; thence South 02°-42'-35" West, a distance of 122.50 feet; thence North 87°-17'-25" West, a distance of 169.0 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.475 acres, more or less.

B4663 P1485

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY J.C.S. | LAND SURVEYING | JOB NO. 84-726 |
| FIELD ~ | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | $. 5052 |
| DATE 3-29-85 | TELEPHONE: 439-7893 | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 10)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 62.79 feet; thence North 62°-01'-50" East, a distance of 136.62 feet; thence North 02°-42'-35" East, a distance of 245.0 feet to the actual Point of Beginning of the tract of land described; thence North 02°-42'-35" East, a distance of 123.34 feet; thence South 87°-17'-25" East, a distance of 169.0 feet; thence South 02°-42'-35" West, a distance of 123.34 feet; thence North 87°-17'-25" West, a distance of 169.0 feet, to the POINT OF BEGINNING.

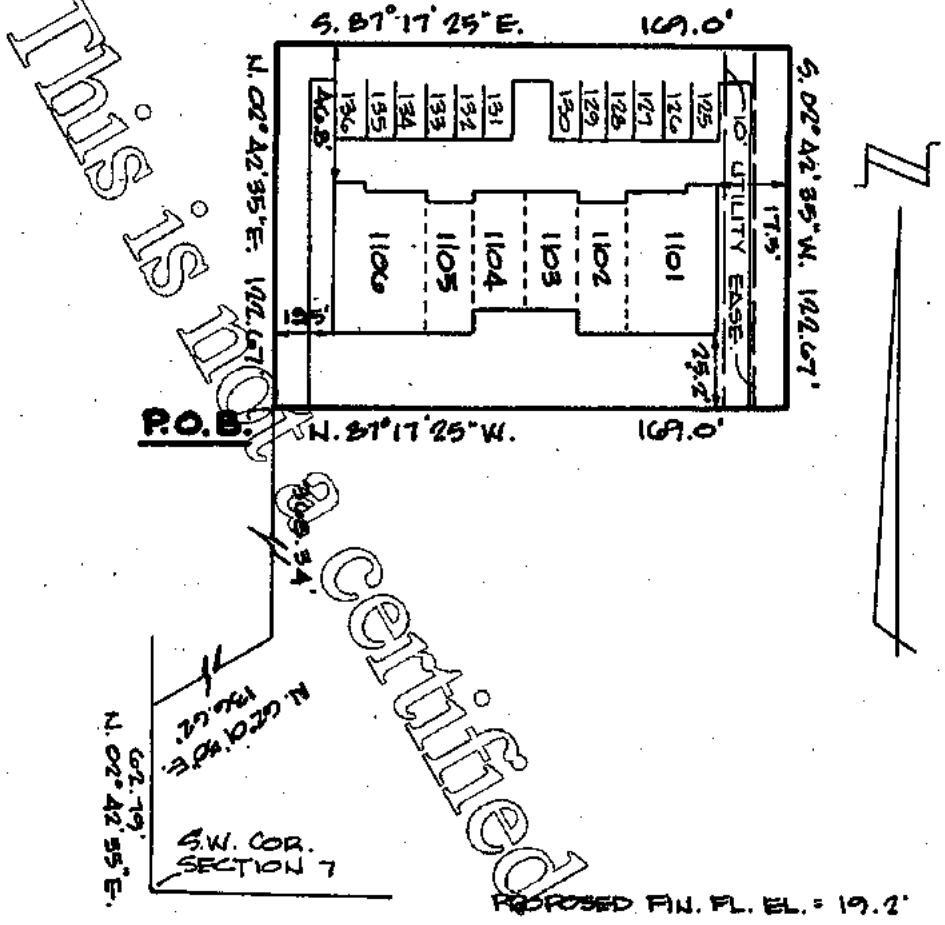
PARCEL CONTAINING: 0.475 acres, more or less.

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. N. THARIN | REFERENCE CRESTHAVEN |
| BY J.C.A. | LAND SURVEYING | JOB NO 84-726 |
| FIELD ~ | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | S. 5052 |
| DATE 4-1-85 | TELEPHONE: 439-7889 | |



BK6693 PG1986




This is not a certified copy

LEGAL DESCRIPTION (PHASE II)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOP, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

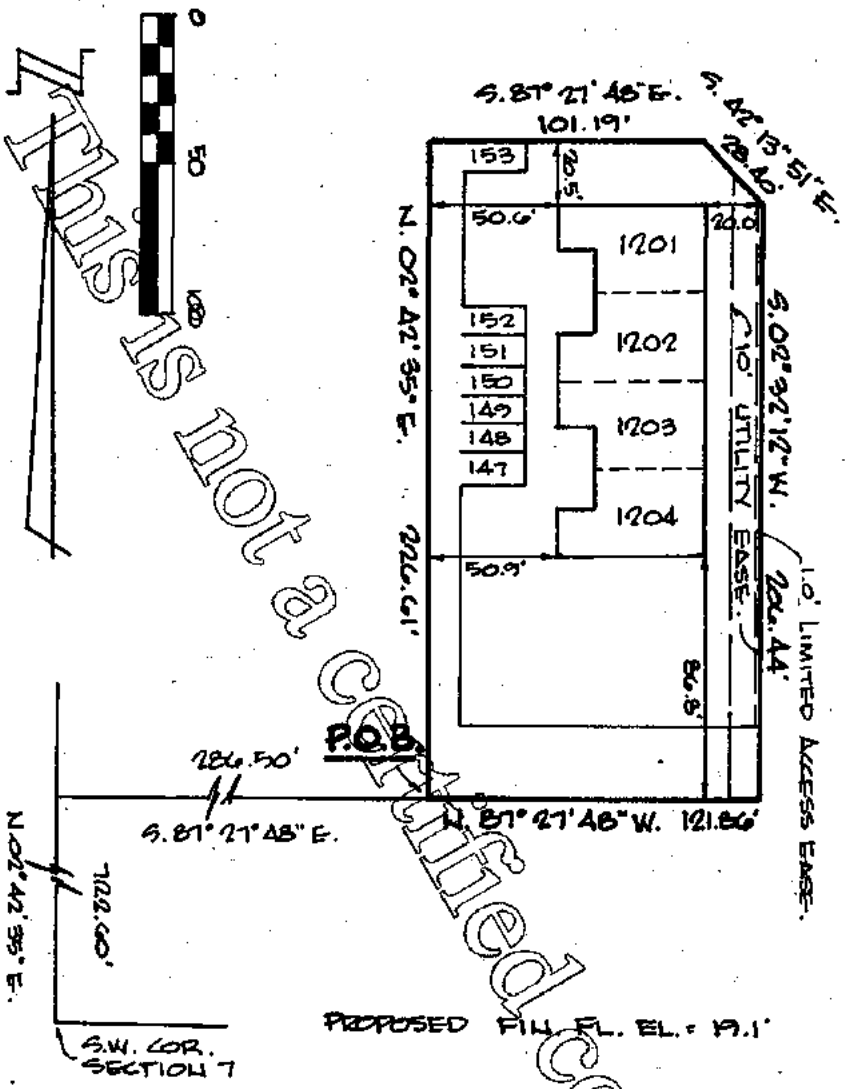
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East, along the West line of said Plat a distance of 62.79 feet; thence North 62°-01'-50" East, a distance of 136.62 feet; thence North 02°-42'-35" East, a distance of 368.34 feet, to the actual Point of Beginning of the tract of land described; thence continue North 02°-42'-35" East, a distance of 122.67 feet; thence South 87°-17'-25" East, a distance of 169.0 feet; thence South 02°-42'-35" West, a distance of 122.67 feet; thence North 87°-17'-25" West, a distance of 169.0 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.476 acres, more or less.

Recorded in Official Records Book 6963 Page 1787

Registered Land Surveyor, Florida Certificate No.

| | |
|---|---|
| SCALE 1" = 50' | O. H. THARIN |
| BY J.C.S. | LAND SURVEYING |
| FIELD ~ | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 |
| DATE 3-29-85 | TELEPHONE: 439-7885 |
| REFERENCES CRESTHAVEN | |
| JOB NO 84-726 | |
| S-5052 | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 12)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

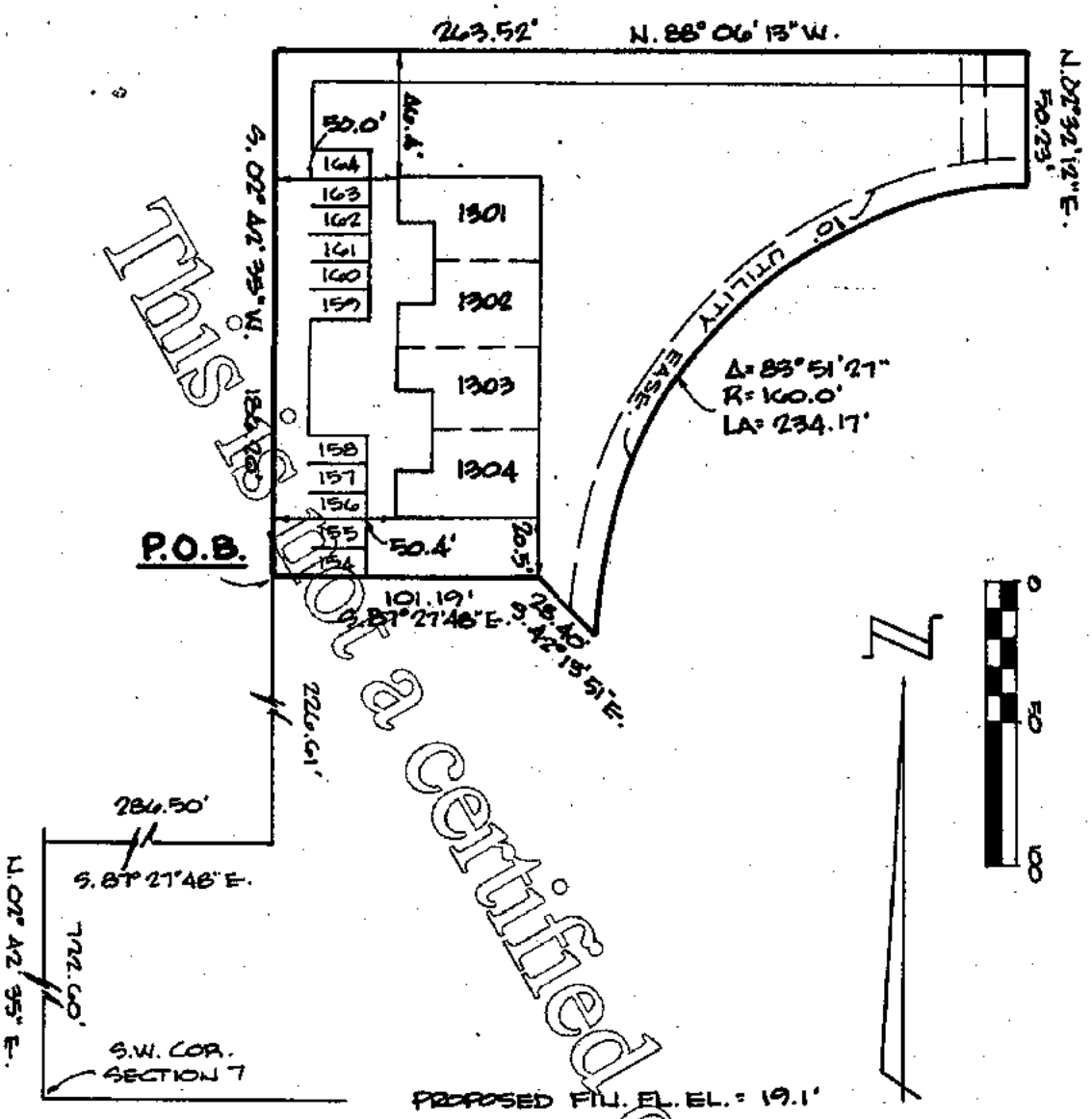
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 286.50 feet to the actual Point of Beginning of the tract of land to be described; thence North 02°-42'-35" East, a distance of 226.61 feet; thence South 87°-27'-48" East, a distance of 101.19 feet; thence South 42°-13'-51" East, a distance of 28.40 feet to a point on the West right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West, along said right-of-way line, a distance of 206.44 feet; thence North 87°-27'-48" West, a distance of 121.86 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.63 acres, more or less.

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"= 50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY J.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD ~ | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | S. 5053 |
| DATE 3-29- | TELEPHONE: 439-7883 | |

PB 41 PG 188




This is not a certified copy

LEGAL DESCRIPTION (PHASE 13)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 286.50 feet; thence North 02°-42'-35" East, a distance of 226.61 feet to the actual Point of Beginning of the tract of land to be described; thence continue North 02°-42'-35" East, a distance of 186.20 feet; thence South 88°-06'-13" East, a distance of 263.52 feet; thence South 02°-32'-12" West, a distance of 50.23 feet to a point on the Northwesterly right-of-way of GATELY DRIVE WEST; said point being on a curve concave to the Southeast having a radius of 160 feet and a central angle of 83°-51'-27"; thence Northwesterly, West and Southwesterly along the arc of said curve a distance of 234.17 feet to the P.T. of said curve; thence North 42°-13'-51" West, a distance of 28.40 feet; thence North 87°-27'-48" West a distance of 101.19 feet, to the POINT OF BEGINNING.

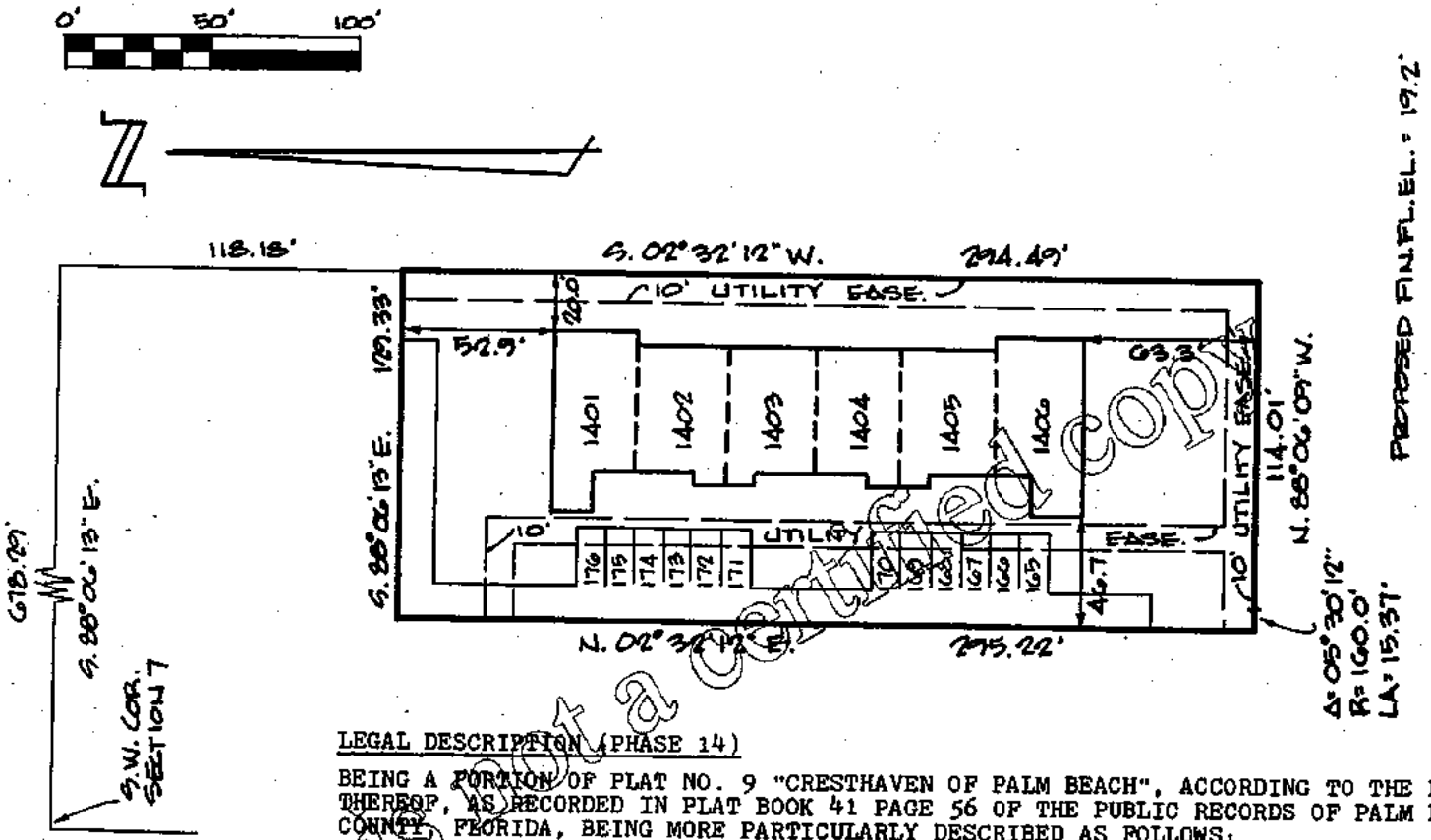
PARCEL CONTAINING: .90 acres, more or less.

84663 P148

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1" = 50' | D. H. TARRIN<br>LAND SURVEYING | REFERENCES CRESTHAVEN |
| BY J.C.S. | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | JOB NO 84-726 |
| FIELD ~ | TELEPHONE: 439-7885 | $- 5053 |
| DATE 3-29-85 | | |

84663 P1490




This is not a certified copy

LEGAL DESCRIPTION (PHASE 14)

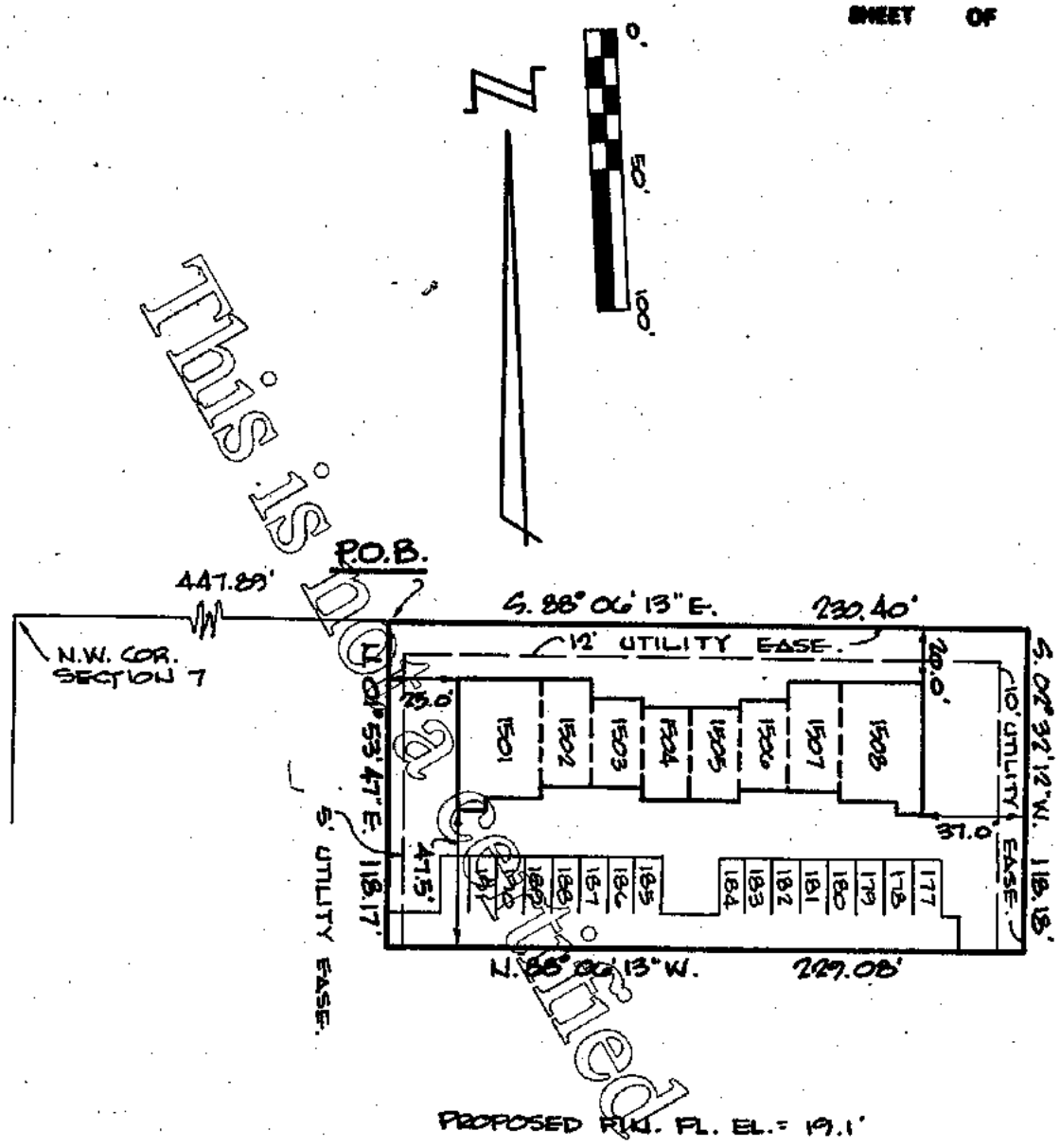
BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Plat; thence South 88°-06'-13" East along the North line of said Plat, a distance of 678.29 feet; thence South 02°-32'-12" West, a distance of 118.18 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 02°-32'-12" West, a distance of 294.49 feet to a Point on the Northerly right-of-way of GATELY DRIVE WEST; thence North 88°-06'-09" West along said right-of-way line, a distance of 114.01 feet, to the P.C. of a curve concave to the South, having a radius of 160 feet and a central angle of 05°-30'-12"; thence Northwesterly along the arc of said curve, a distance of 15.37 feet; thence North 02°-32'-12" East, a distance of 295.22 feet; thence South 88°-06'-13" East, a distance of 129.33 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .88 acres, more or less.

D. H. THARIN
LAND SURVEYING
7884 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33467
TELEPHONE: 439-7805

REFERENCE: CRESTHAVEN
JOB NO. 84-746
S-5053
SCALE 1"=50'
BY J.C.S.
FIELD
DATE 4-3-85


N
0'
50'
100'
P.O.B.
447.89'
N.W. COR. SECTION 7
S. 88° 06' 13" E.
230.40'
12' UTILITY EASE.
10' UTILITY EASE.
S. 02° 32' 12" W.
118.18'
N. 01° 53' 47" E.
118.17'
N. 88° 06' 13" W.
229.08'
S. UTILITY EASE.
1501
1502
1503
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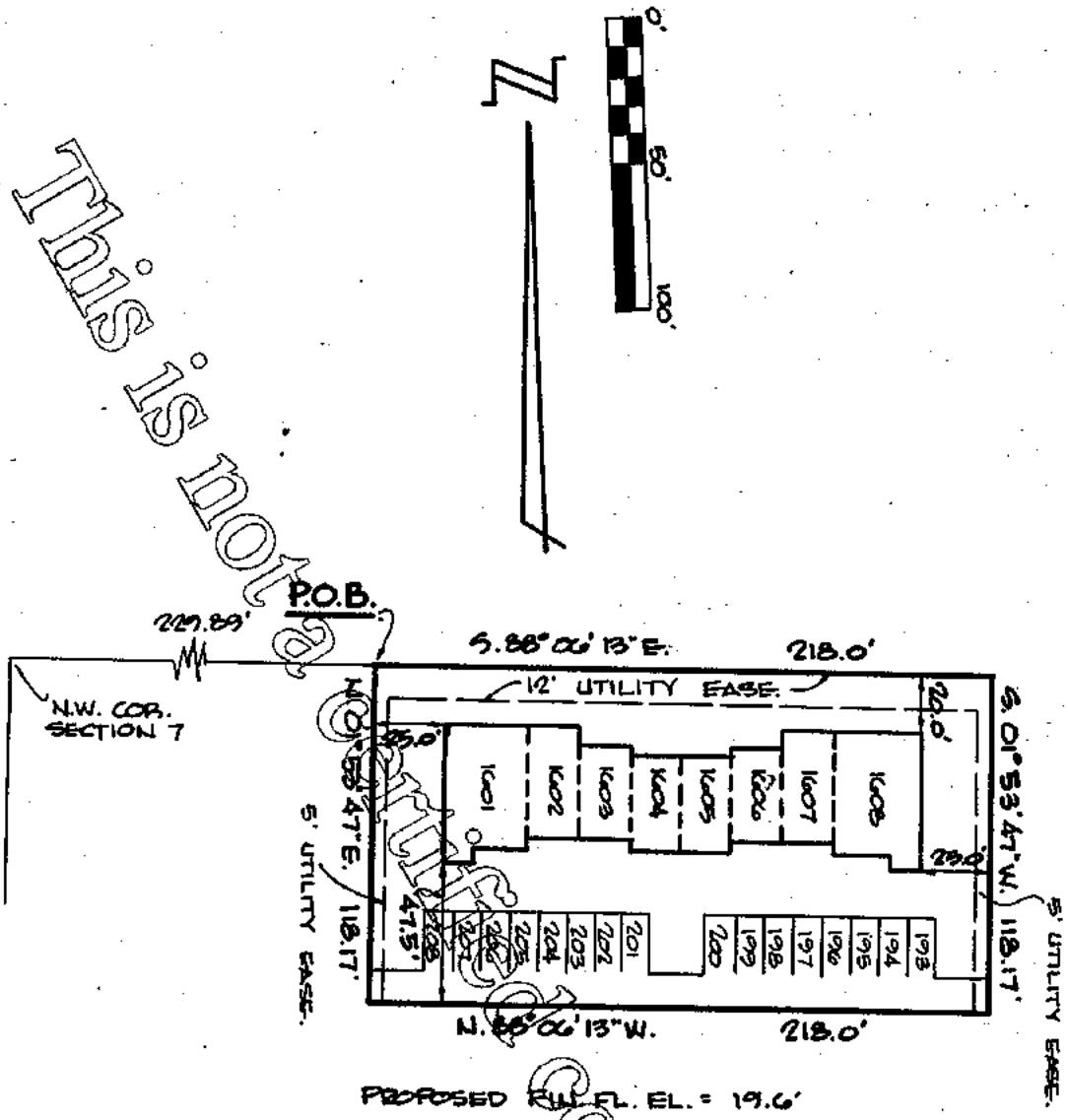



This is not a certified copy

LEGAL DESCRIPTION (PHASE 16)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

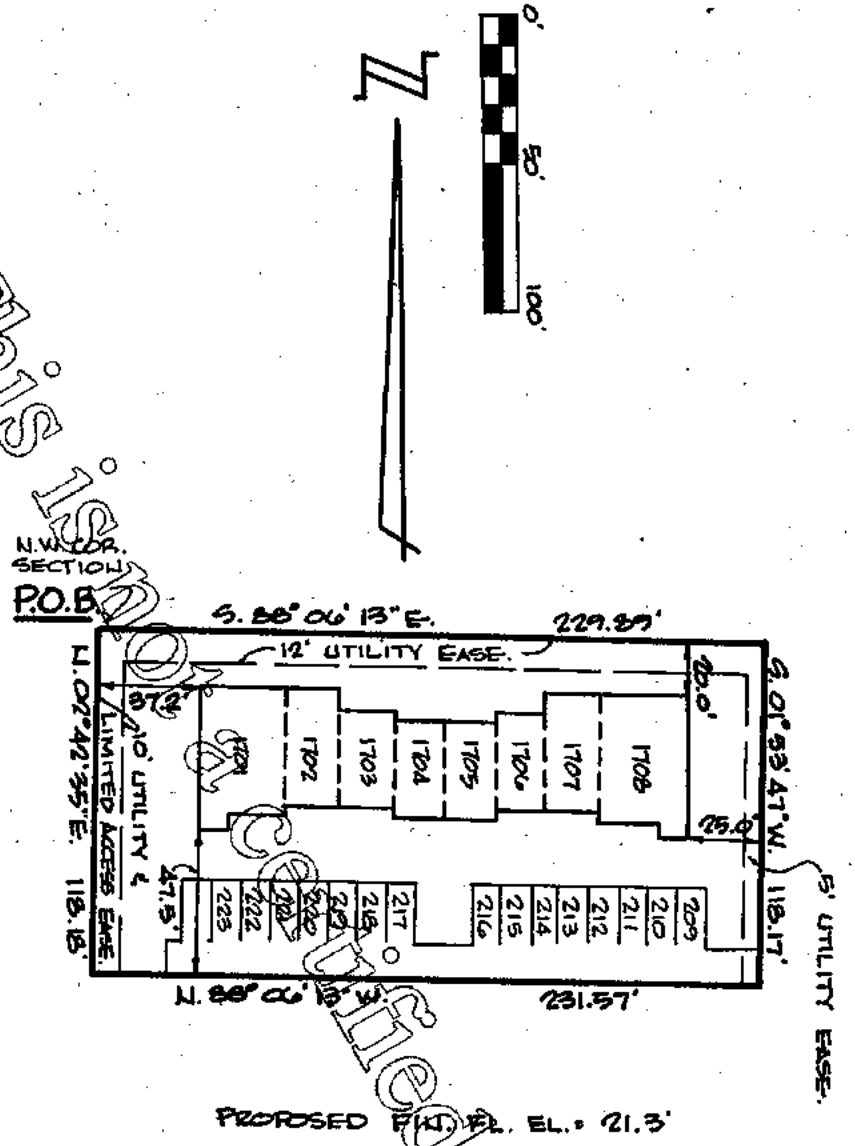
Commencing at the Northwest corner of said Plat; thence South 88°-06'-13" East along the North line of said Plat, a distance of 229.89 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 88°-06'-13" East, a distance of 218.0 feet; thence South 01°-53'-47" West, a distance of 118.17 feet; thence North 88°-06'-13" East, a distance of 218.0 feet; thence North 01°-53'-47" East, a distance of 118.17 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: .59 acres, more or less.

B4963 P1492

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. K. THARIN | REFERENCES CRESTHAVEN |
| DR. JCB. | LAND SURVEYING | JOB NO 84-726 |
| FIELD ~ | 7640 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | $-5053 |
| DATE 4-3-85 | TELEPHONE: 439-7585 | |




This is an Official Copy

LEGAL DESCRIPTION (PHASE 17)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

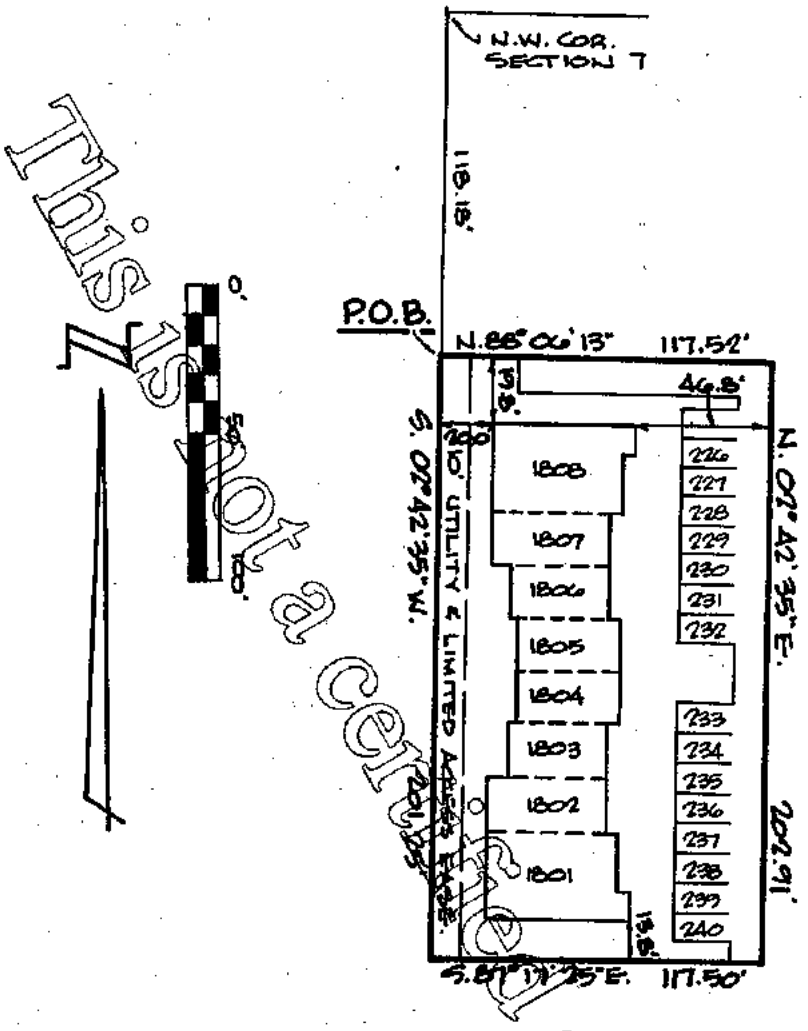
Beginning at the Northwest corner of said Plat; thence South 88°-06'-13" East along the North line of said Plat, a distance of 229.89 feet; thence South 01°-53'-47" West, a distance of 118.17 feet; thence North 88°-06'-13" East, a distance of 231.57 feet to a point on the West line of said Plat; thence North 02°42'-35" East, along said West line, a distance of 118.18 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .62 acres, more or less.

B4663 P1193

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN<br>LAND SURVEYING<br>7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467<br>TELEPHONE: 439-7883 | REFERENCES<br>CRESTHAVEN |
| DR. J.C.S. | | JOB NO. 84-726 |
| FIELD ~ | | S. 5053 |
| DATE 4-2-86 | | |




PROPOSED FIN. FL. EL. = 21.4'

This is not a certified copy

LEGAL DESCRIPTION (PHASE 18)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 118.18 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 02°-42'-35" West, a distance of 201.25 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence North 02°-42'-35" East, a distance of 202.91 feet; thence North 88°-06'-13" West, a distance of 117.52 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: .55 acres, more or less.

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

Registered Land Surveyor, Florida Certificate No.

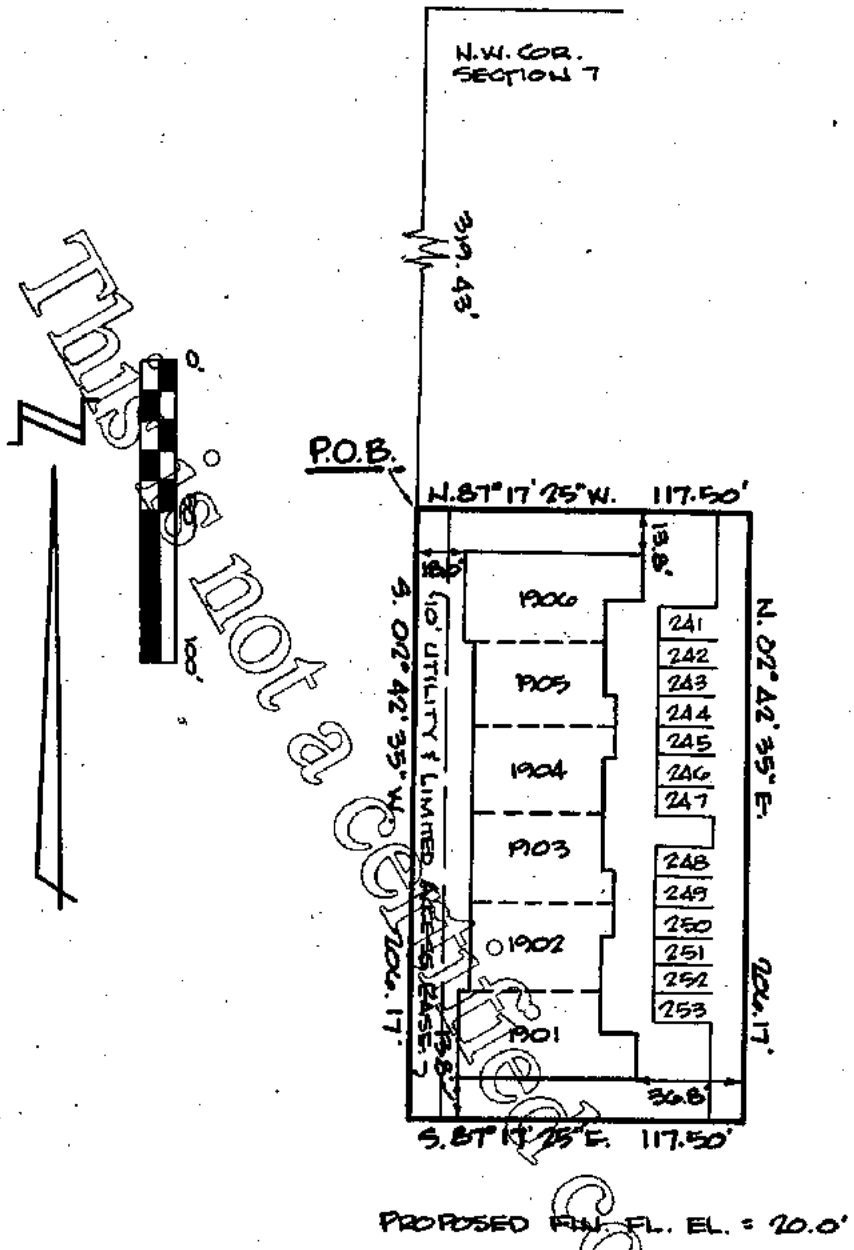
SCALE 1"=50'
DR J.C.S.
FIELD —
DATE 4-2-85

D. K. THARIN
LAND SURVEYING
7844 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33467
TELEPHONE: 439-7873

REFERENCES CRESTHAVEN
JOB NO 84-120
S-5053



84663 Plat




This is not a certified Copy

LEGAL DESCRIPTION (PHASE 19)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

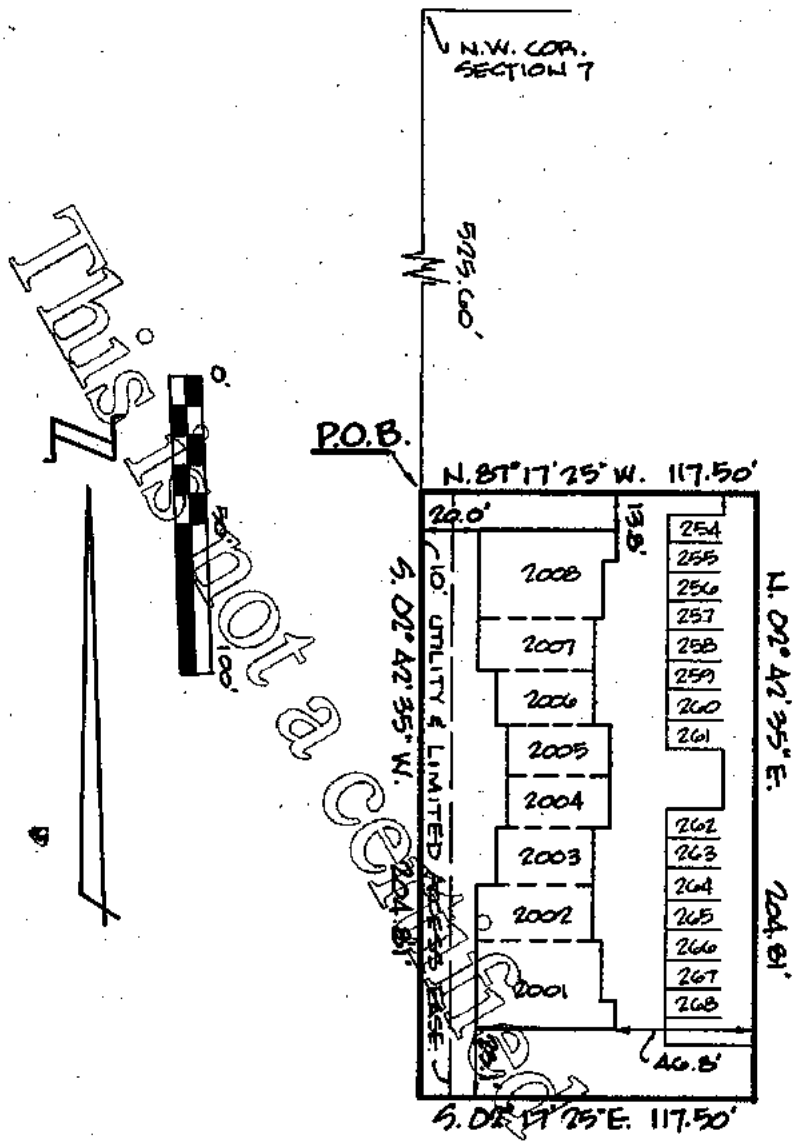
Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 319.43 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 02°-42'-35" West, a distance of 206.17 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence North 02°-42'-35" East, a distance of 206.17 feet; thence North 87°-17'-25" West, a distance of 117.50 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .56 acres, more or less.

B4663 P1495

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY JCS. | LAND SURVEYING | JOB NO. 84-726 |
| FIELD — | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S-5053 |
| DATE 4-2-85 | TELEPHONE: 439-7883 | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 20)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

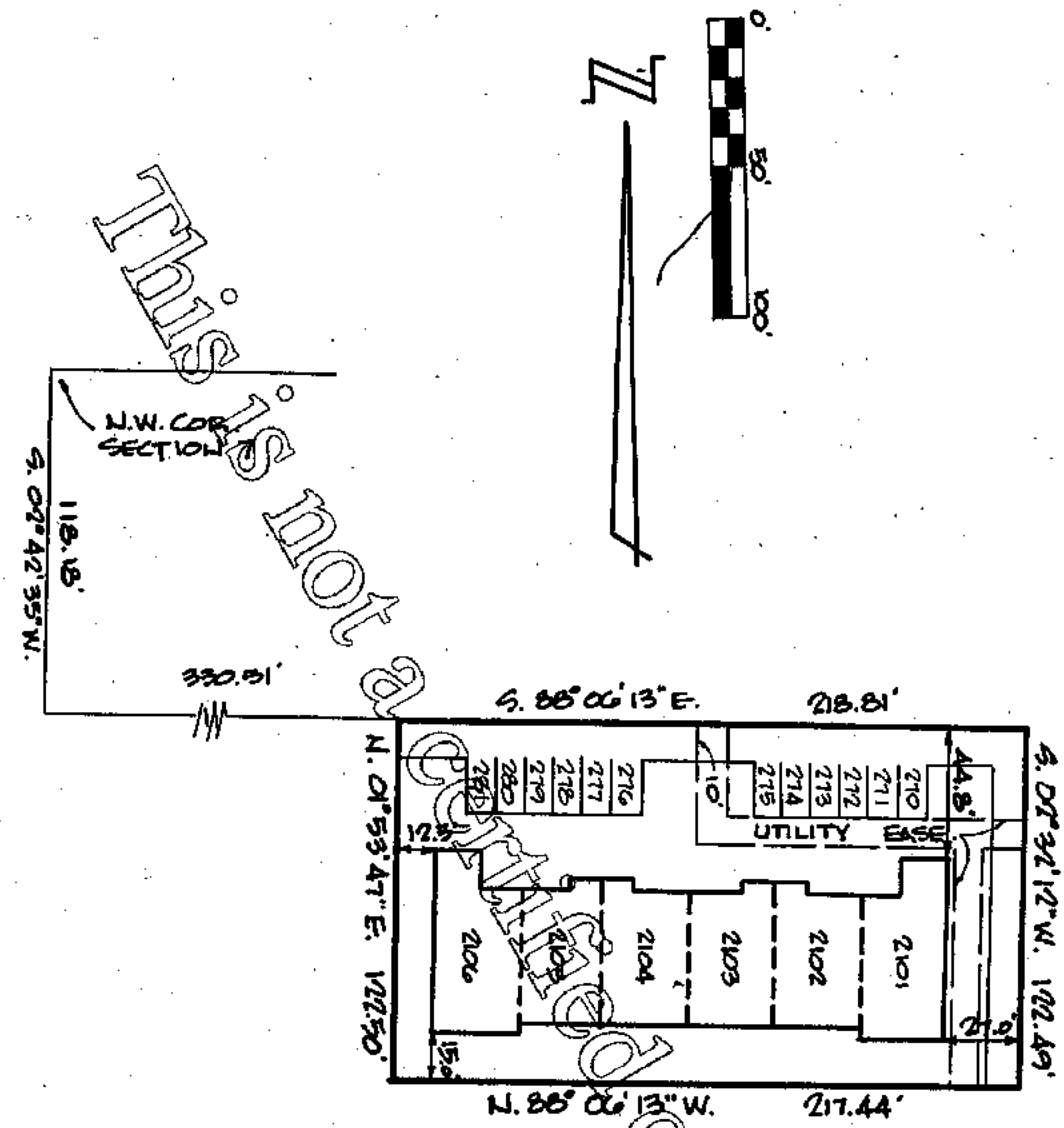
Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 525.60 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 02°-42'-35" West, a distance of 204.81 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence North 02°-42'-35" East, a distance of 204.81 feet; thence North 87°-17'-25" West, a distance of 117.50 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .55 acres, more or less.

84663 P1496

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCE CRESTHAVEN |
| BY JCS | LAND SURVEYING | JOB NO 84-720 |
| FIELD | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S-5053 |
| DATE 4-2-85 | TELEPHONE: 439-7875 | |




PROPOSED FIN. FL. EL. = 19.5

This is not a certified copy

LEGAL DESCRIPTION (PHASE 21)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

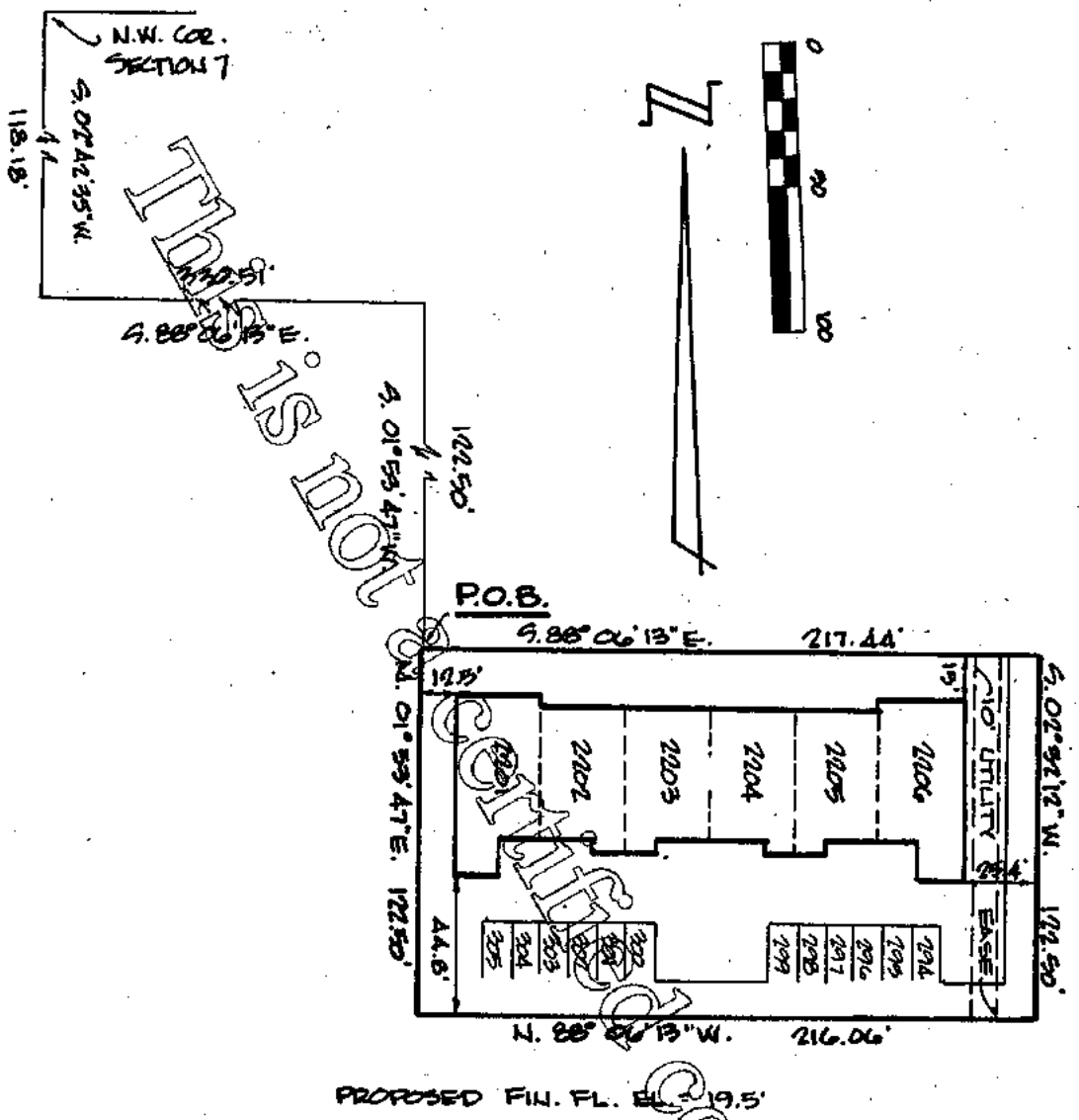
Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West, along the West line of said Plat, a distance of 118.18 feet; thence South 88°-06'-13" East, a distance of 330.51 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 88°-06'-13" East, distance of 218.21 feet; thence South 02°-32'-12" West, a distance of 122.49 feet; thence North 88°-06'-13" West, a distance of 217.44 feet; thence North 01°-53'-47" East, a distance of 122.50 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .61 acres, more or less.

B4663 P1497

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. N. THARIN | REFERENCE CRESTHAVEN |
| DR JCS | LAND SURVEYING | JOB NO 84-720 |
| FIELD — | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | $- 5053 |
| DATE 4-3-85 | TELEPHONE: 439-7893 | |




THIS IS NOT A SURVEY

LEGAL DESCRIPTION (PHASE 22)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 118.18 feet; thence South 88°-06'-13" East, a distance of 330.51 feet; thence South 01°-53'-47" West, a distance of 122.50 feet to the actual Point of Beginning of the tract of land to be described; thence South 88°-06'-13" East, a distance of 217.44 feet; thence South 02°-32'-12" West, a distance of 122.50 feet; thence North 88°-06'-13" West, a distance of 216.06 feet; thence North 01°-53'-47" East, a distance of 122.50 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .61 acres, more or less.

Copyright © 1985

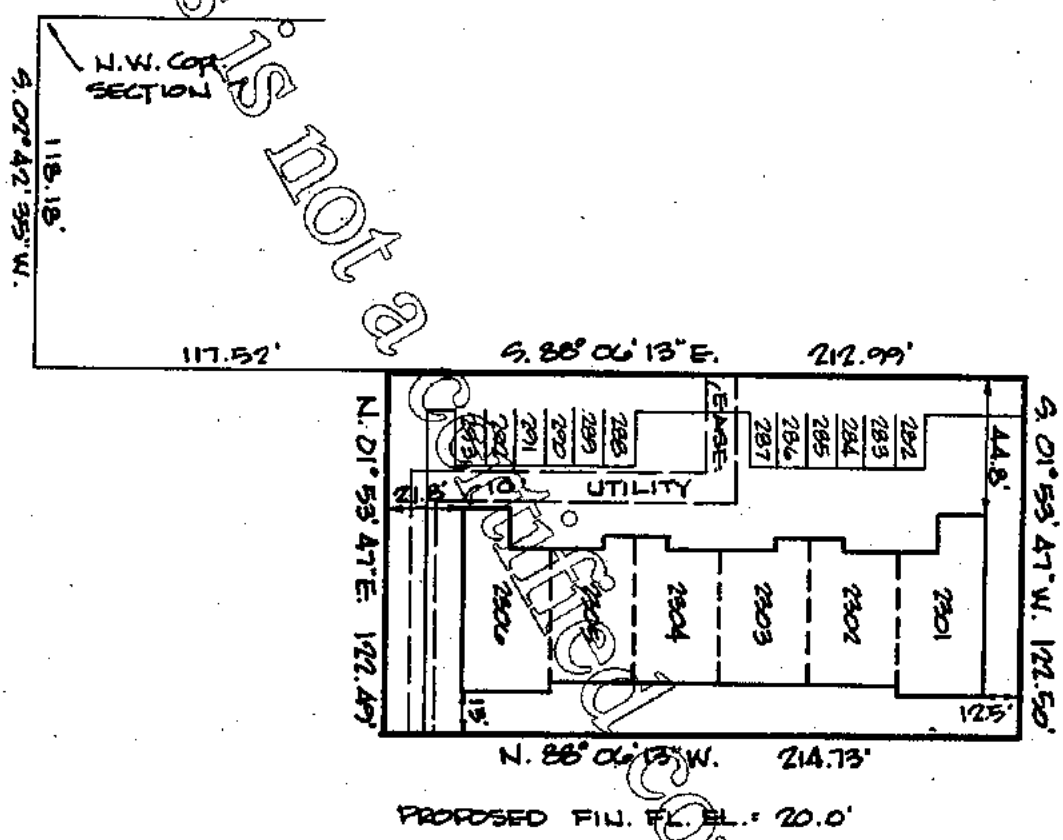
Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN11 |
| DR JCS. | LAND SURVEYING | JOB NO 84-726 |
| FIELD — | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | S. 5053 |
| DATE 4-8-85 | TELEPHONE: 439-7889 | |



PLAT BOOK 63 PAGE 148

This is not a certified copy




LEGAL DESCRIPTION (PHASE 23)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

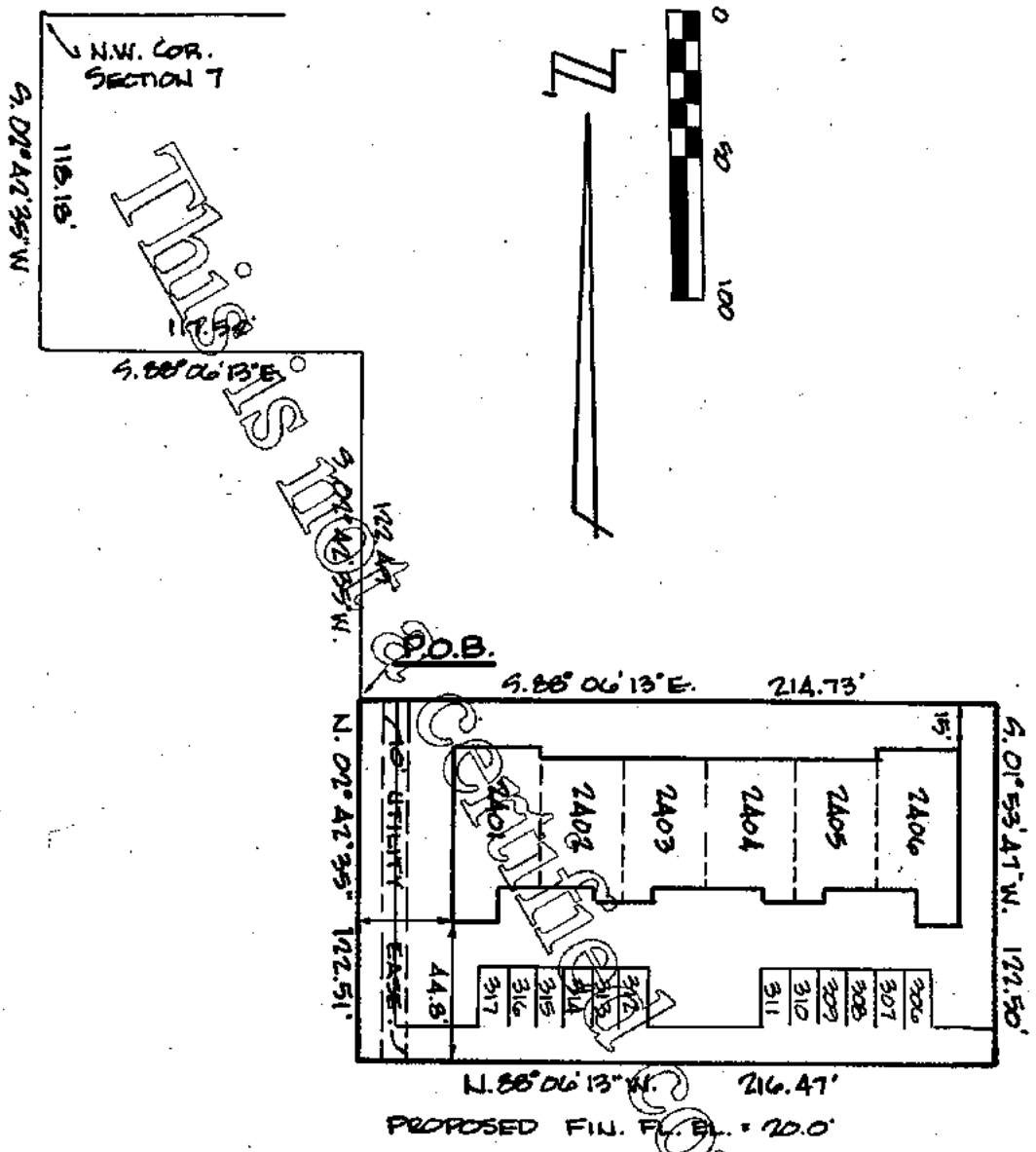
Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 118.18 feet; thence South 88°-06'-13" East, a distance of 117.52 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 88°-06'-13" East, distance of 212.99 feet; thence South 01°-53'-47" West, a distance of 122.50 feet; thence North 88°-06'-13" West, a distance of 214.73 feet; thence North 02°-42'-35" East, a distance of 122.49 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .60 acres, more or less.

BK4663 PG1499

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY JCS. | LAND SURVEYING | JOB NO 84-716 |
| FIELD | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S-5053 |
| DATE 4-3-85 | TELEPHONE: 439-7883 | |




This is not a survey
Certified Copy

LEGAL DESCRIPTION (PHASE 24)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

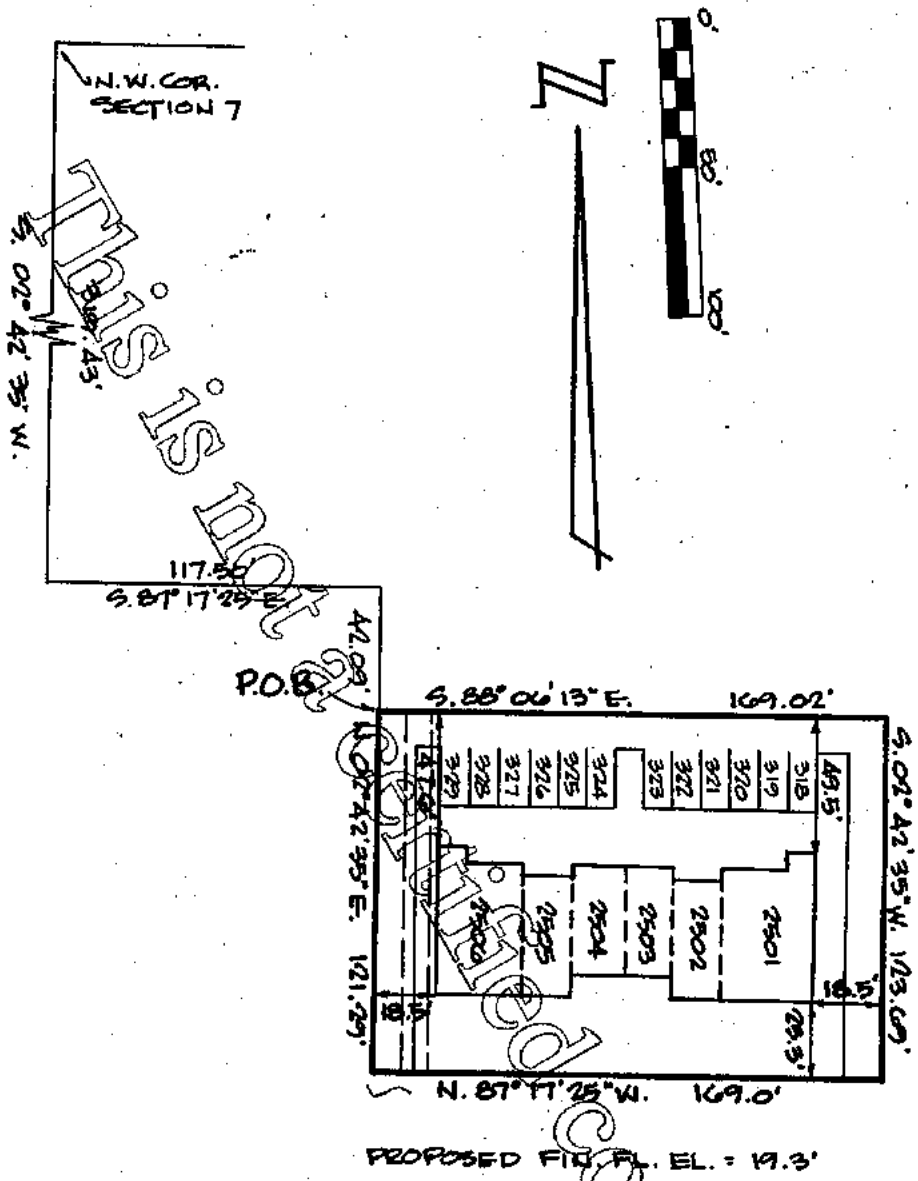
Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 118.18 feet; thence South 88°-06'-13" East, a distance of 117.52 feet; thence South 02°-42'-35" West, a distance of 122.49 feet to the actual Point of Beginning of the tract of land to be described; thence South 88°-06'-13" East, a distance of 214.73 feet; thence South 01°-53'-47" West, a distance of 122.50 feet; thence North 88°-06'-13" West, a distance of 216.47 feet; thence North 02°-42'-35" East, a distance of 122.51 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .60 acres, more or less.

84663 P1500

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY J.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD — | 7840 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 TELEPHONE: 439-7826 | S-5053 |
| DATE 4-8-85 | | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 25)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 319.43 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence South 02°-42'-35" West, a distance of 42.09 feet to the actual Point of Beginning of the tract of land to be described; thence South 88°-06'-13" East, a distance of 169.02 feet; thence South 02°-42'-35" West, a distance of 123.69 feet; thence North 87°-17'-25" West, a distance of 169.0 feet; thence North 02°-42'-35" East, a distance of 121.29 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .48 acres, more or less.

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

Registered Land Surveyor, Florida Certificate No.

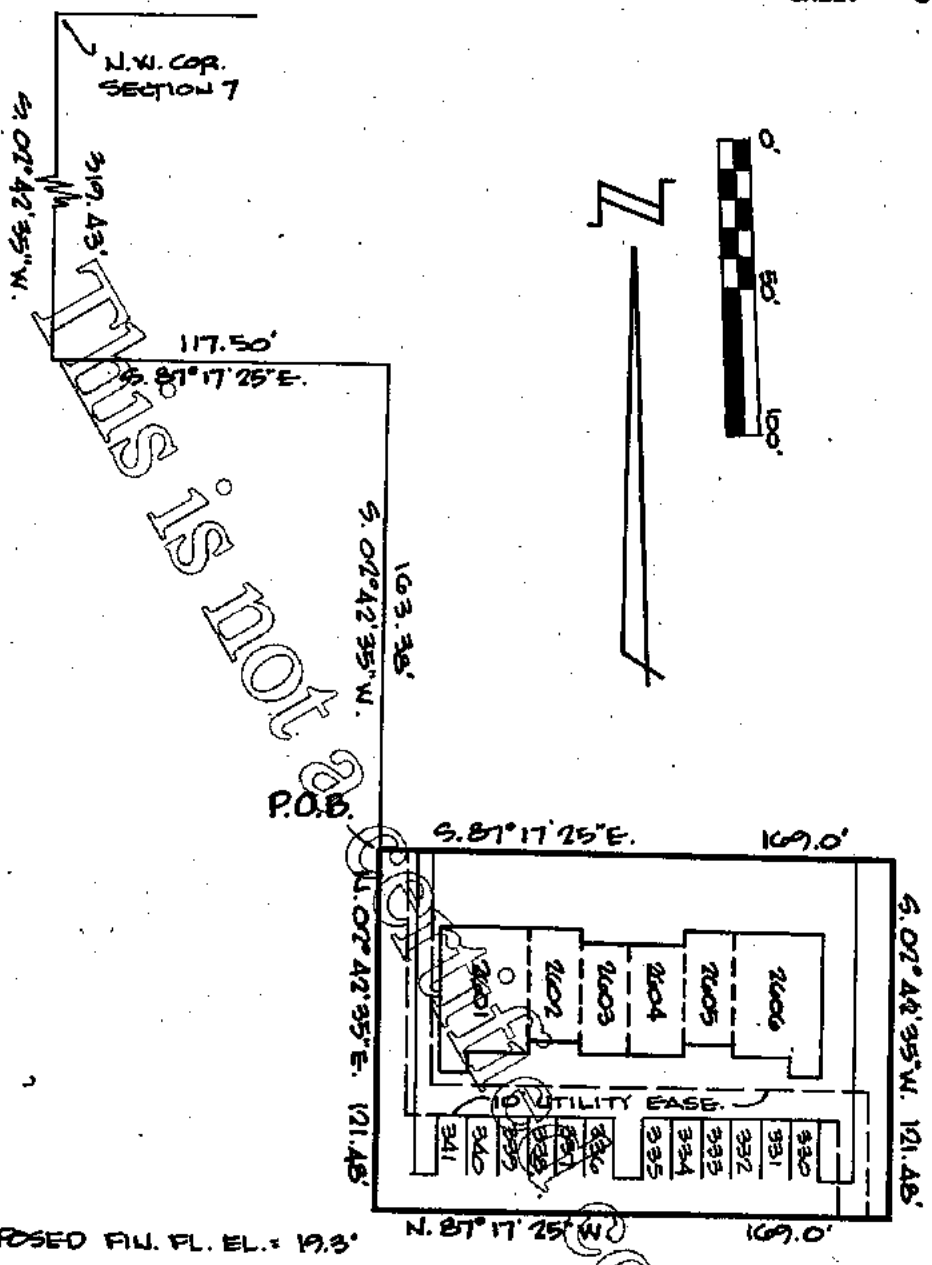
SCALE 1" = 50'
DR S.C.S.
FIELD —
DATE 4-2-85

D. H. THARIN
LAND SURVEYING
7844 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33467
TELEPHONE: 439-7870

REFERENCES CRESTHAVEN
JOB NO 84-726
S-5053



PB 41 PG 56




This is not a certified copy

LEGAL DESCRIPTION (PHASE 26)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

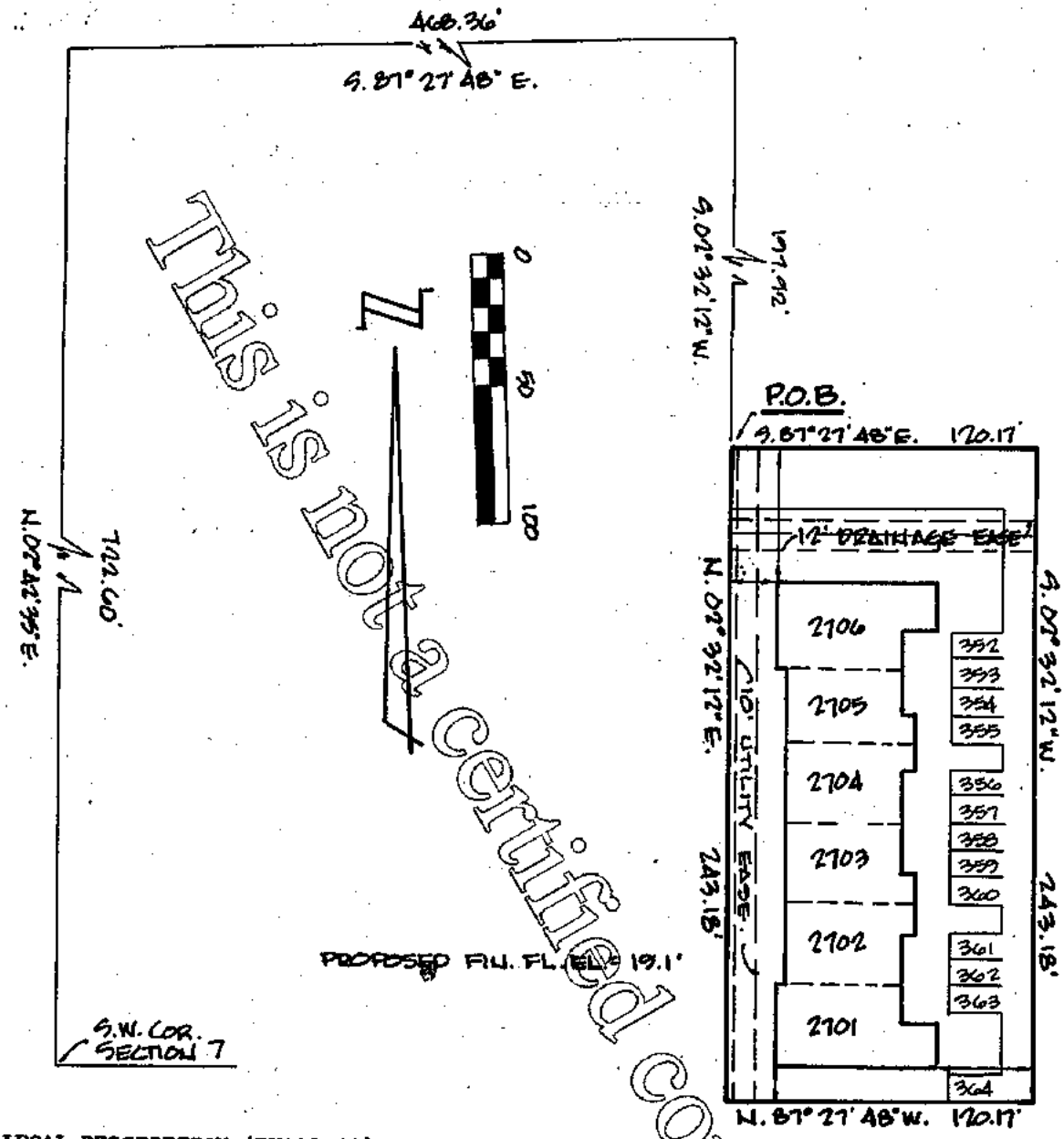
Commencing at the Northwest corner of said Plat; thence South 02°-42'-35" West along the West line of said Plat, a distance of 319.43 feet; thence South 87°-17'-25" East, a distance of 117.50 feet; thence South 02°-42'-35" West, a distance of 163.38 feet; to the actual Point of Beginning of the tract of land to be described; thence South 87°-17'-25" East, a distance of 169.0 feet; thence South 02°-42'-35" West, a distance of 121.48 feet; thence North 87°-17'-25" West, a distance of 169.0 feet; thence North 02°-42'-35" East, a distance of 121.48 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .47 acres, more or less.

84463 P1502

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN<br>LAND SURVEYING<br>7944 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467<br>TELEPHONE: 439-7863 | REFERENCE CRESTHAVEN |
| BY JCS | | JOB NO 84-726 |
| FIELD ~ | | S-5053 |
| DATE 4-2-85 | | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 27)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

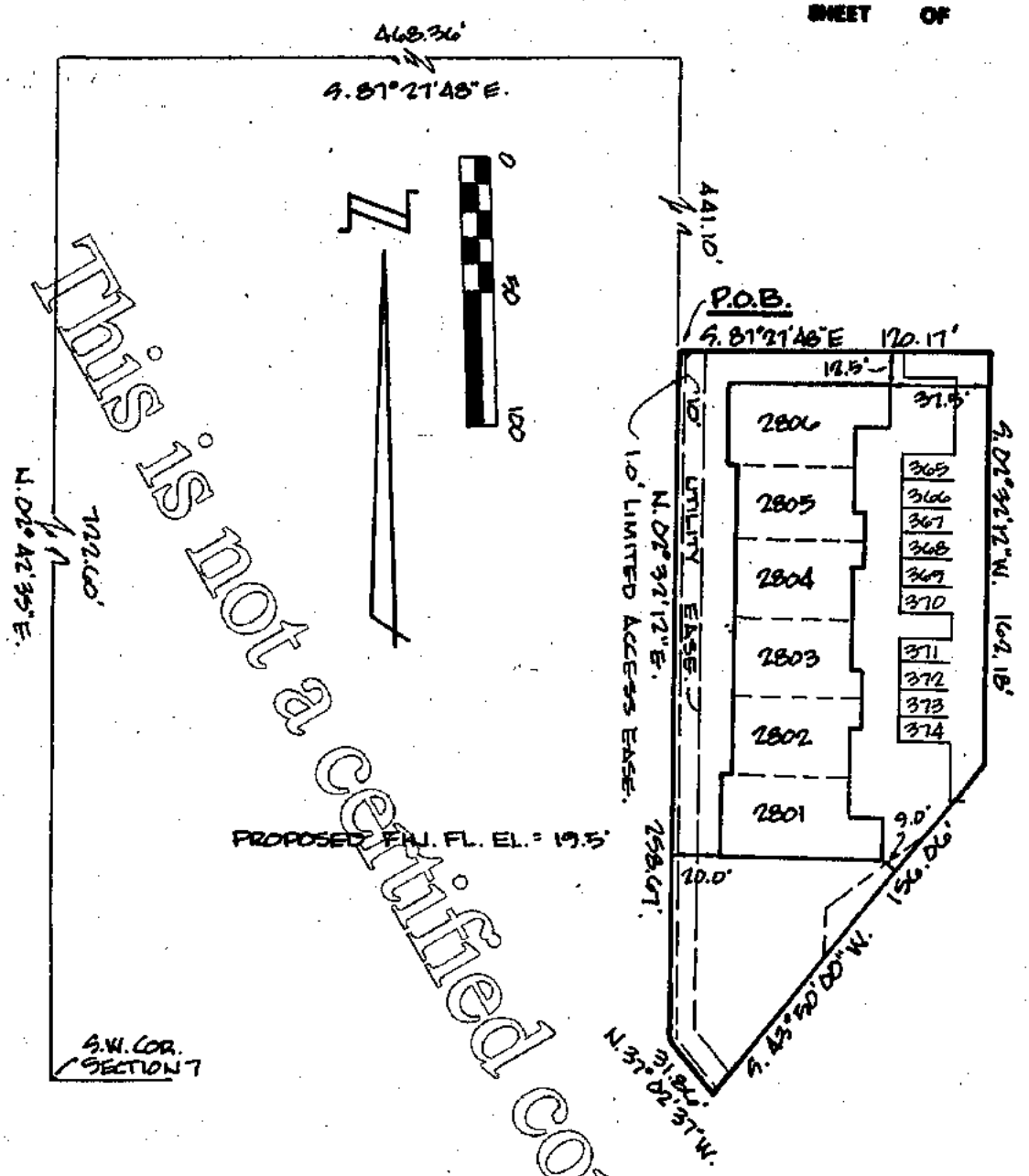
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West along said right-of-way line a distance of 197.92 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 243.18 feet; thence North 87°-27'-48" West, a distance of 120.17 feet to a point in the East right-of-way of GATELY DRIVE WEST; thence North 02°-32'-12" East along said right-of-way line a distance of 243.18 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .67 acres, more or less.

B4663 P1503

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCE CRESTHAVEN |
| BY J.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD — | 7840 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | $. 5054 |
| DATE 4-8-85 | TELEPHONE: 439-7873 | |




LEGAL DESCRIPTION (PHASE 28)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

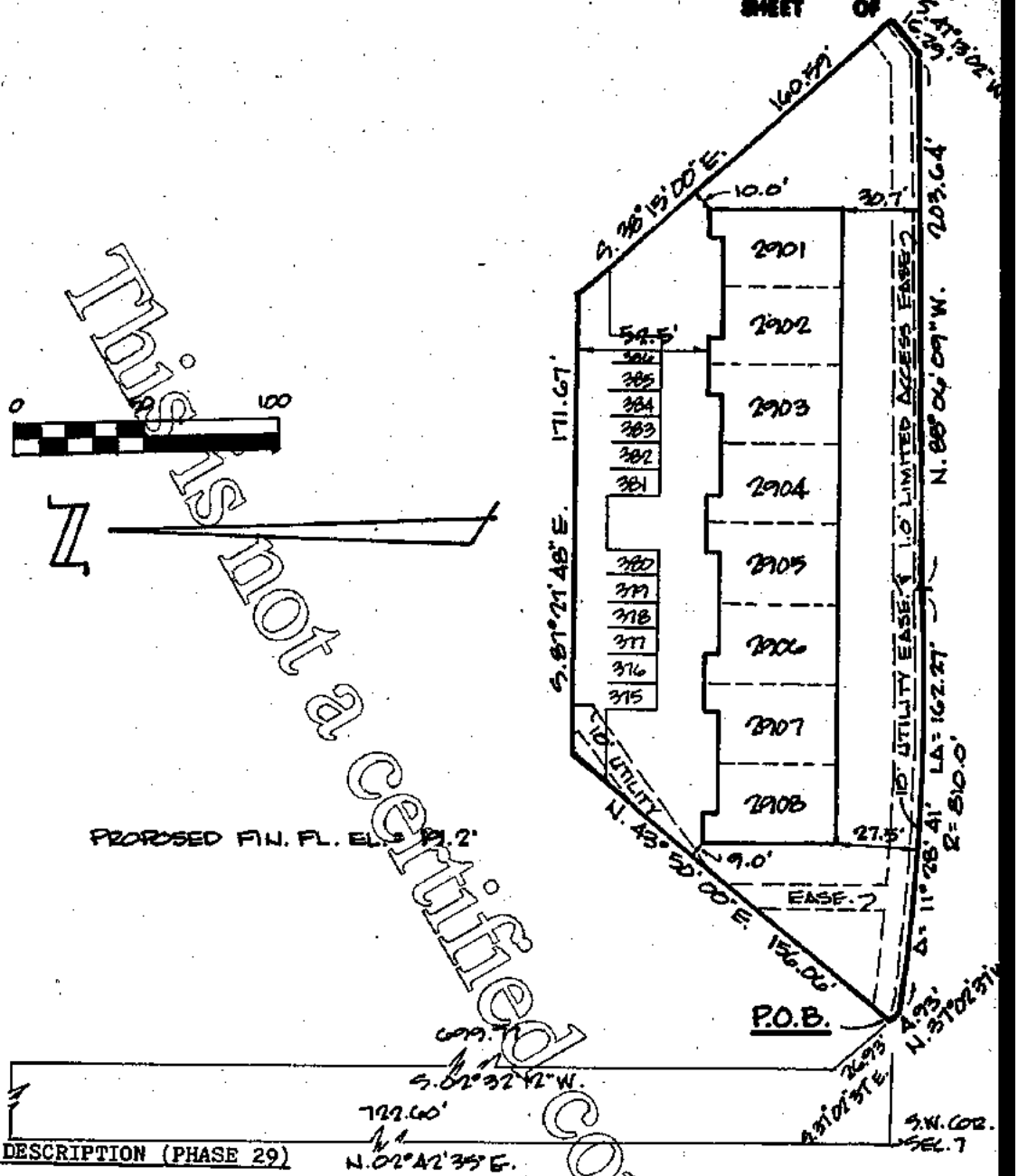
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West along said right-of-way line a distance of 441.10 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 162.18 feet; thence South 43°-50'-00" West, a distance of 156.06 feet; thence North 37°-02'-37" West, a distance of 31.86 feet to the easterly right-of-way line of GATELY DRIVE WEST; thence North 02°-32'-12" East along said easterly right-of-way line, a distance of 258.67 feet, to the POINT OF BEGINNING.

PARCEL CONTAINING: .56 acres, more or less.

B4663 P1504

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| DR J.C.A. | LAND SURVEYING | JOB NO 84-126 |
| FIELD — | 7644 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S. 5054 |
| DATE 4-6-85 | TELEPHONE: 439-7092 | |




PROPOSED FIN. FL. EL. = 21.2'

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LEGAL DESCRIPTION (PHASE 29)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West along said easterly right-of-way line a distance of 699.77 feet; thence South 37°-02'-37" East, a distance of 26.93 feet to the actual Point of Beginning of the tract of land to be described; thence North 43°-50'-00" East, a distance of 156.06 feet; thence South 87°-27'-48" East, a distance of 171.67 feet; thence South 38°-15'-00" East, a distance of 160.59 feet; thence South 47°-13'-02" West, a distance of 16.29 feet to a point on the northerly right-of-way line of Cresthaven Boulevard; thence North 88°-06'-09" West along said right-of-way line, a distance of 203.64 feet to the P.C. of a curve concave to the North, having a radius of 810.0 feet and a central angle of 11°-28'-41"; thence westerly along said arc, a distance of 162.27 feet; thence North 37°-02'-37" West, a distance of 4.93 feet to the POINT OF BEGINNING.

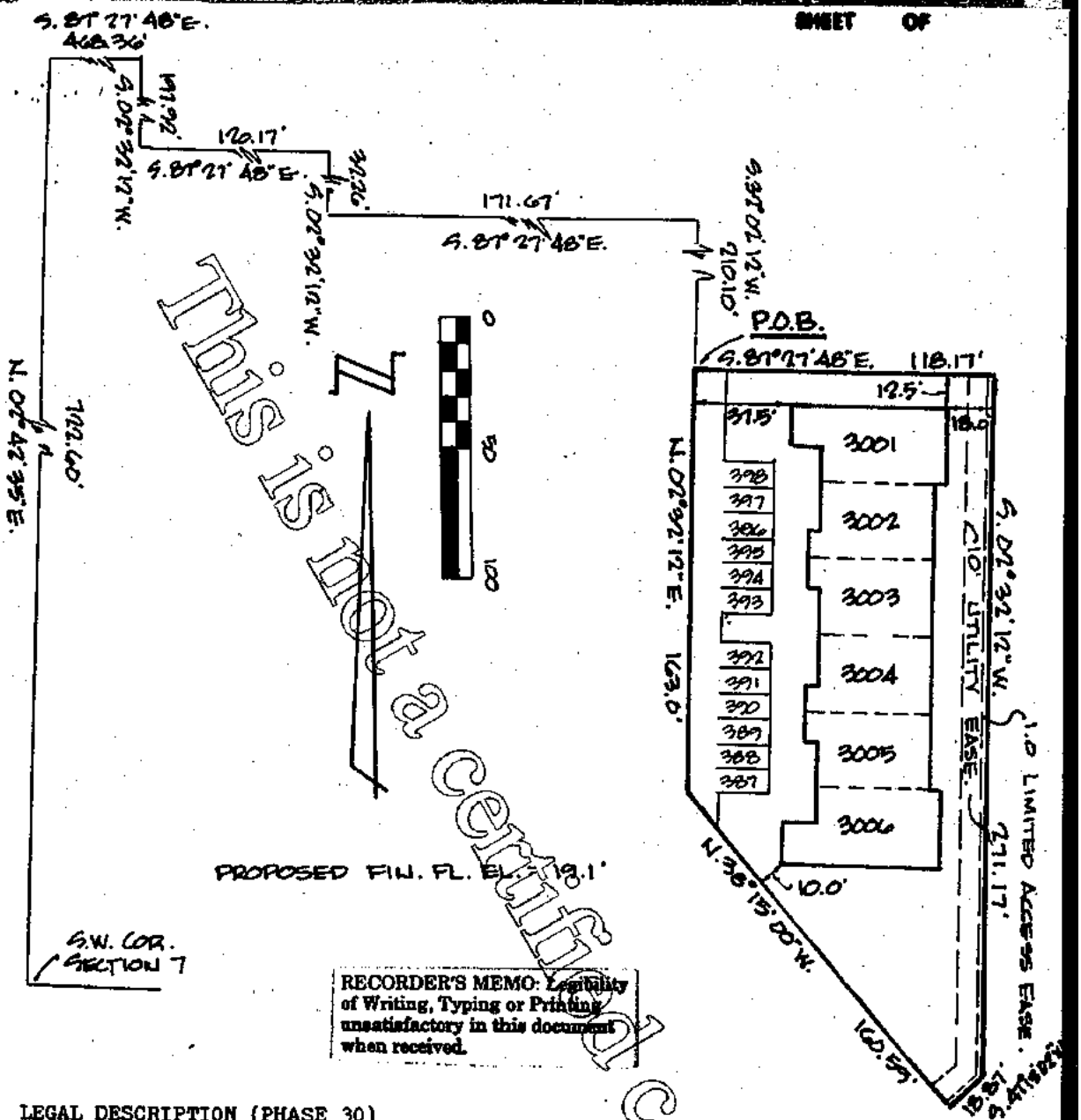
PARCEL CONTAINING: .83 acres, more or less.

Bk 64 P 150

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"= 50' | D. H. THARIN<br>LAND SURVEYING<br>7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467<br>TELEPHONE: 439-7899 | REFERENCES<br>CRESTHAVEN |
| DR. S.C.S. | | JOB NO. 84-726 |
| FIELD. 1 | | S. 5054 |
| DATE 4-8-85 | | |

SHEET OF




This is not a certified copy

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

LEGAL DESCRIPTION (PHASE 30)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

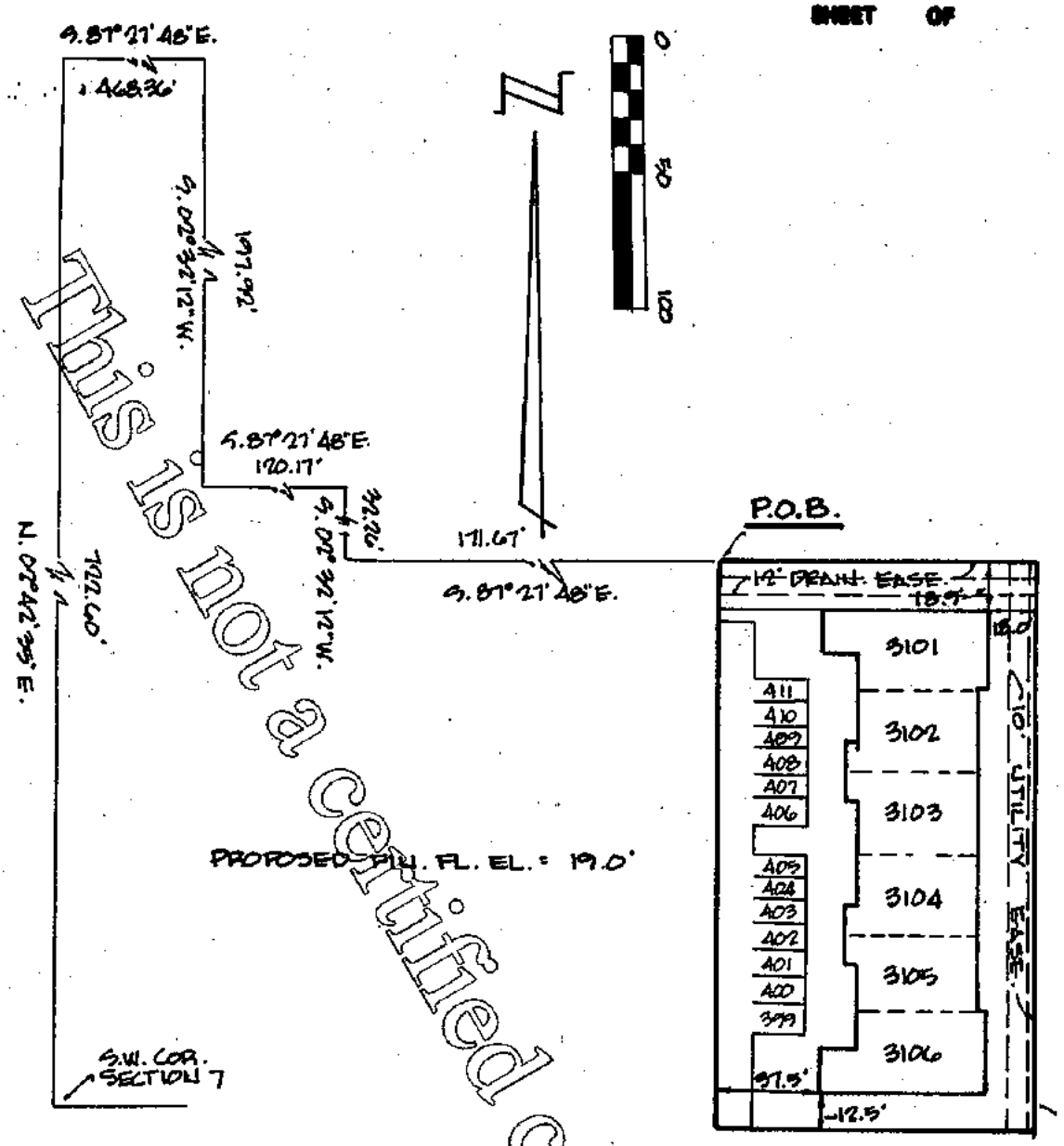
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West, a distance of 197.92 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 32.26 feet; thence South 87°-27'-48" East, a distance of 171.67 feet; thence South 02°-32'-12" West, a distance of 210.10 feet to the actual Point of Beginning of the tract of land to be described thence South 87°-27'-48" East, a distance of 118.17 feet to the westerly right-of-way line of GATELY DRIVE EAST; thence South 02°-32'-12" West along said right-of-way line, a distance of 271.17 feet; thence South 47°-13'-02" West, a distance of 18.87 feet; thence North 38°-15'-00" West, a distance of 160.59 feet; thence North 02°-32'-12" East, a distance of 163.0 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .54 acres, more or less.

O.R. B 4668 P 1506

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| BY S.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | S. 5054 |
| DATE 4-6-85 | TELEPHONE: 439-7852 | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 31)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West along said easterly right-of-way line, a distance of 197.92 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 32.26 feet; thence South 87°-27'-48" East, a distance of 171.67 feet to the actual Point of Beginning of the tract of land to be described; thence continue South 87°-27'-48" East, a distance of 118.17 feet to a point in the westerly right-of-way line of GATELY DRIVE EAST; thence South 02°-32'12" East along said right-of-way line, a distance of 210.10 feet; thence North 87°-27'-48" West, a distance of 118.17 feet; thence North 02°-32'-12" East, a distance of 210.10 feet, to the POINT OF BEGINNING.

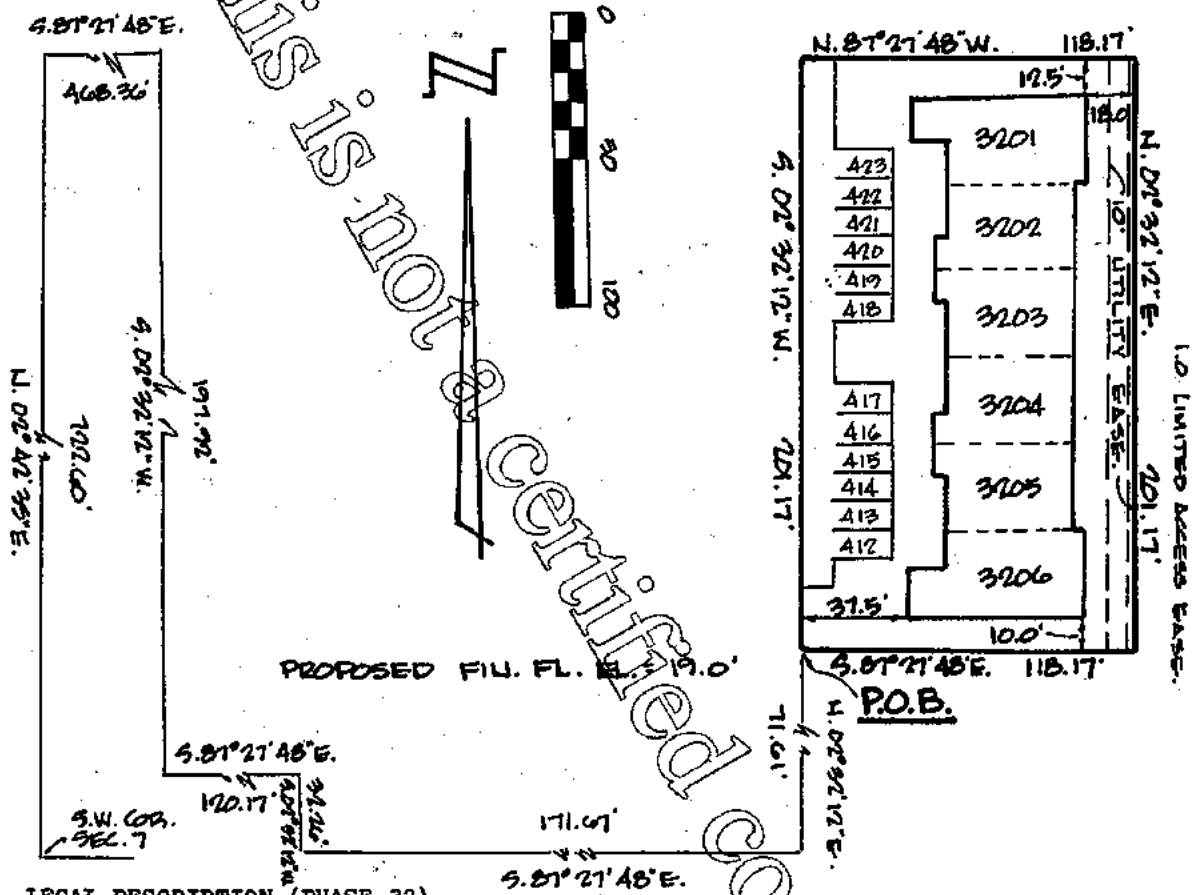
PARCEL CONTAINING: .57 acres, more or less.

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN<br>LAND SURVEYING<br>7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461<br>TELEPHONE: 439-7879 | REFERENCES CRESTHAVEN |
| DR J.C.S. | | JOB NO 84-726 |
| FIELD — | | S- 5054 |
| DATE 4-8-85 | | |



84663 P1501




This is not a certified copy

LEGAL DESCRIPTION (PHASE 32)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

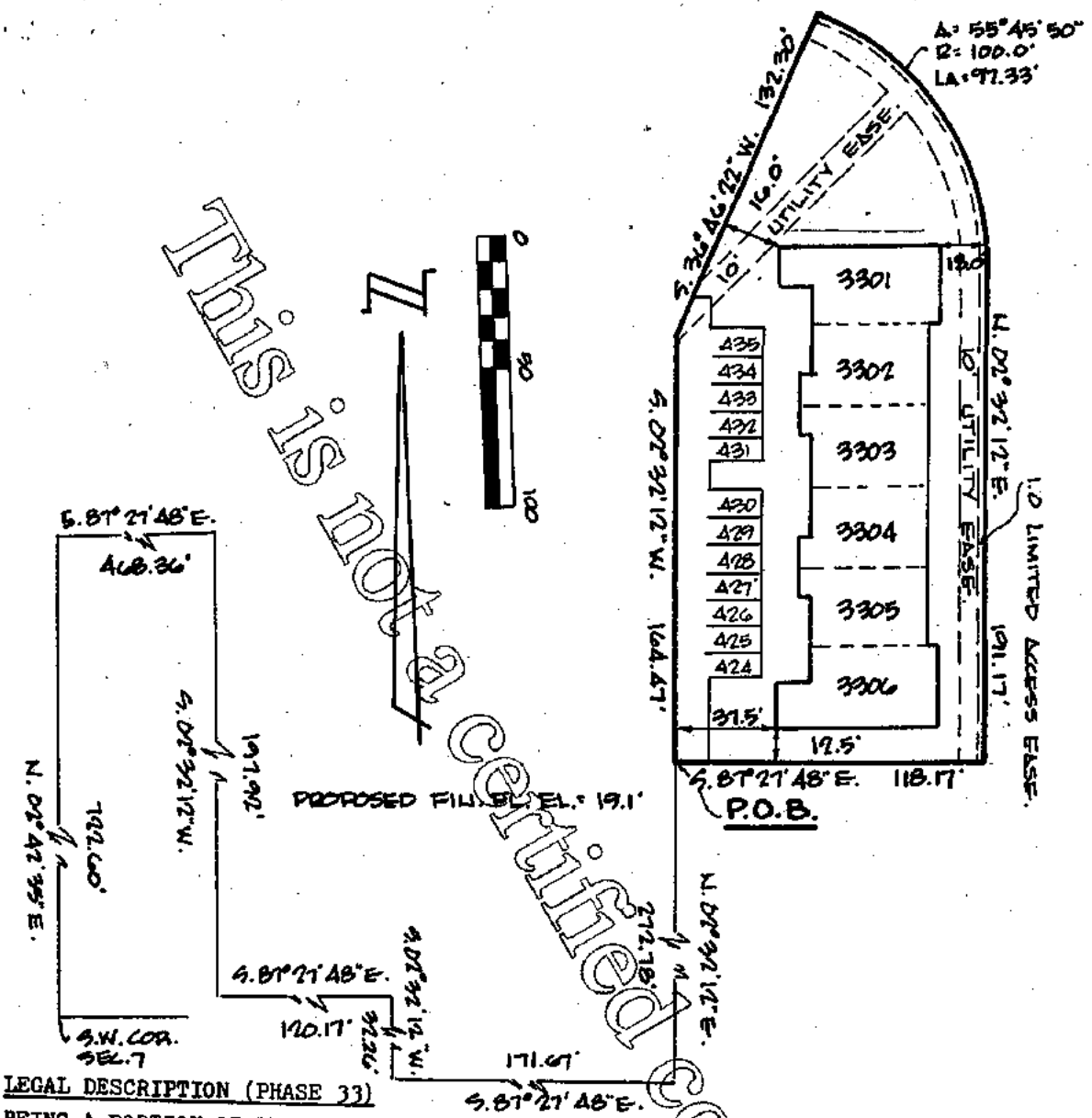
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West along said easterly right-of-way line, a distance of 197.92 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 32.26 feet; thence South 87°-27'-48" East, a distance of 171.67 feet; thence North 02°-32'-12" East, a distance of 71.61 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 118.17 feet to a point in the westerly right-of-way line of GATELY DRIVE EAST; thence North 02°-32'-12" East along said right-of-way line, a distance of 201.17 feet; thence North 87°-27'-48" West, a distance of 118.17 feet; thence South 02°-32'-12" West, a distance of 201.17 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .55 acres, more or less.

8468 P1508

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCE CRESTHAVEN |
| DR J.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD | 7644 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33467 | S- 5054 |
| DATE 4-8-85 | TELEPHONE: 439-7883 | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 33)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

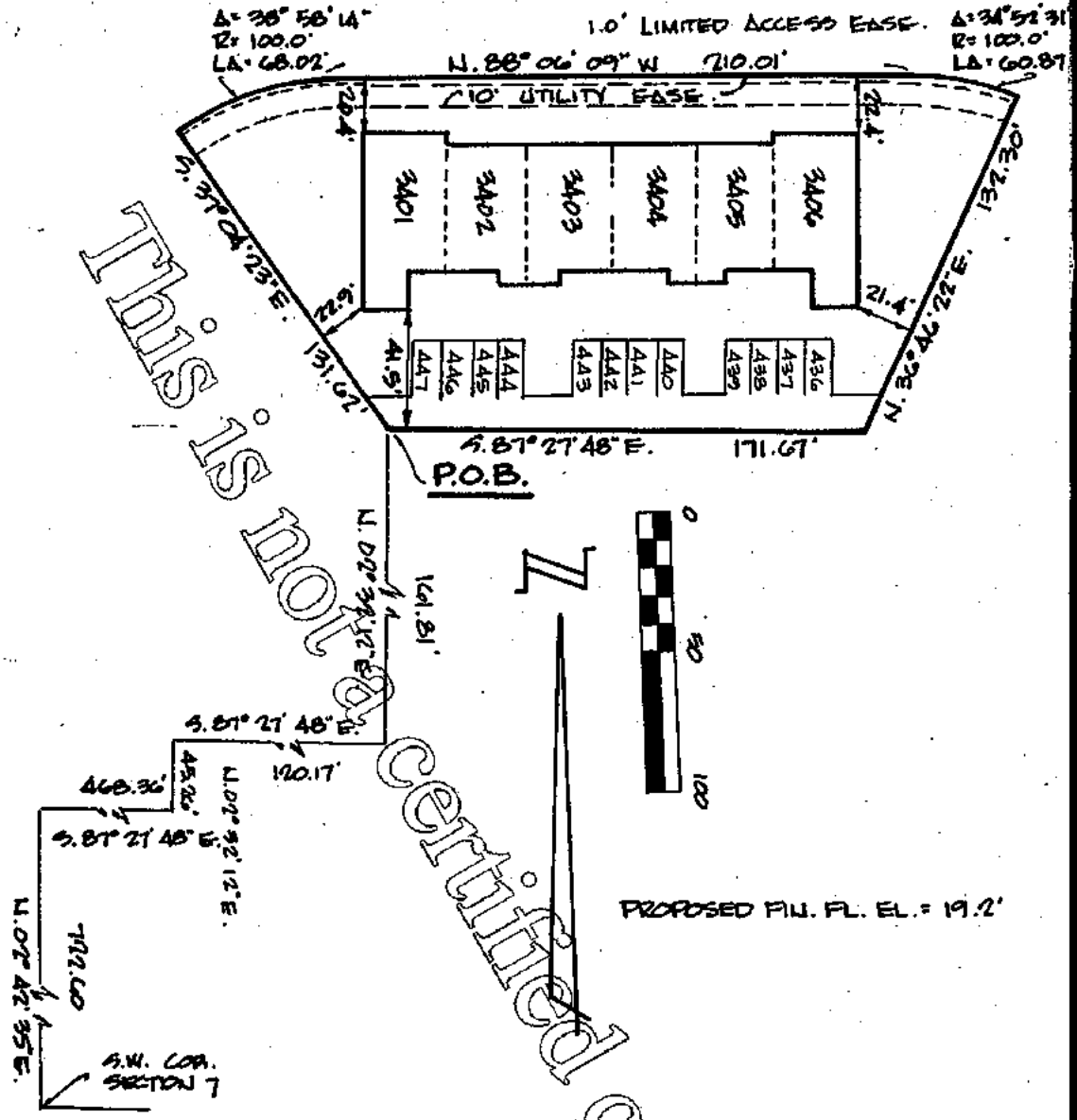
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence South 02°-32'-12" West along said right-of-way line, a distance of 197.92 feet; thence South 87°-27'-48" West, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 32.26 feet; thence South 87°-27'-48" East, a distance of 171.67 feet; thence North 02°-32'-12" East, a distance of 272.78 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 118.17 feet to a point in the Westerly right-of-way line of GATELY DRIVE EAST thence North 02°-32'-12" East along said right-of-way line a distance of 191.17 feet to the P.C. of a curve concave to the Southwest, having a radius of 100.0 feet and a central angle of 55°-45'-50"; thence Northeast, North and Northwest, along the arc of said curve, a distance of 97.33 feet; thence South 36°-46'-22" West, a distance of 132.30 feet; thence South 02°-32'-12" West, a distance of 164.47 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .60 acres, more or less.

84663 P1509

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN<br>LAND SURVEYING<br>7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461<br>TELEPHONE: 439-7879 | REFERENCE CRESTHAVEN |
| DR. J.C.S. | | JOB NO 84-726 |
| FIELD — | | S- 5054 |
| DATE 4-8-85 | | |




This is not a certified copy

LEGAL DESCRIPTION (PHASE 34)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

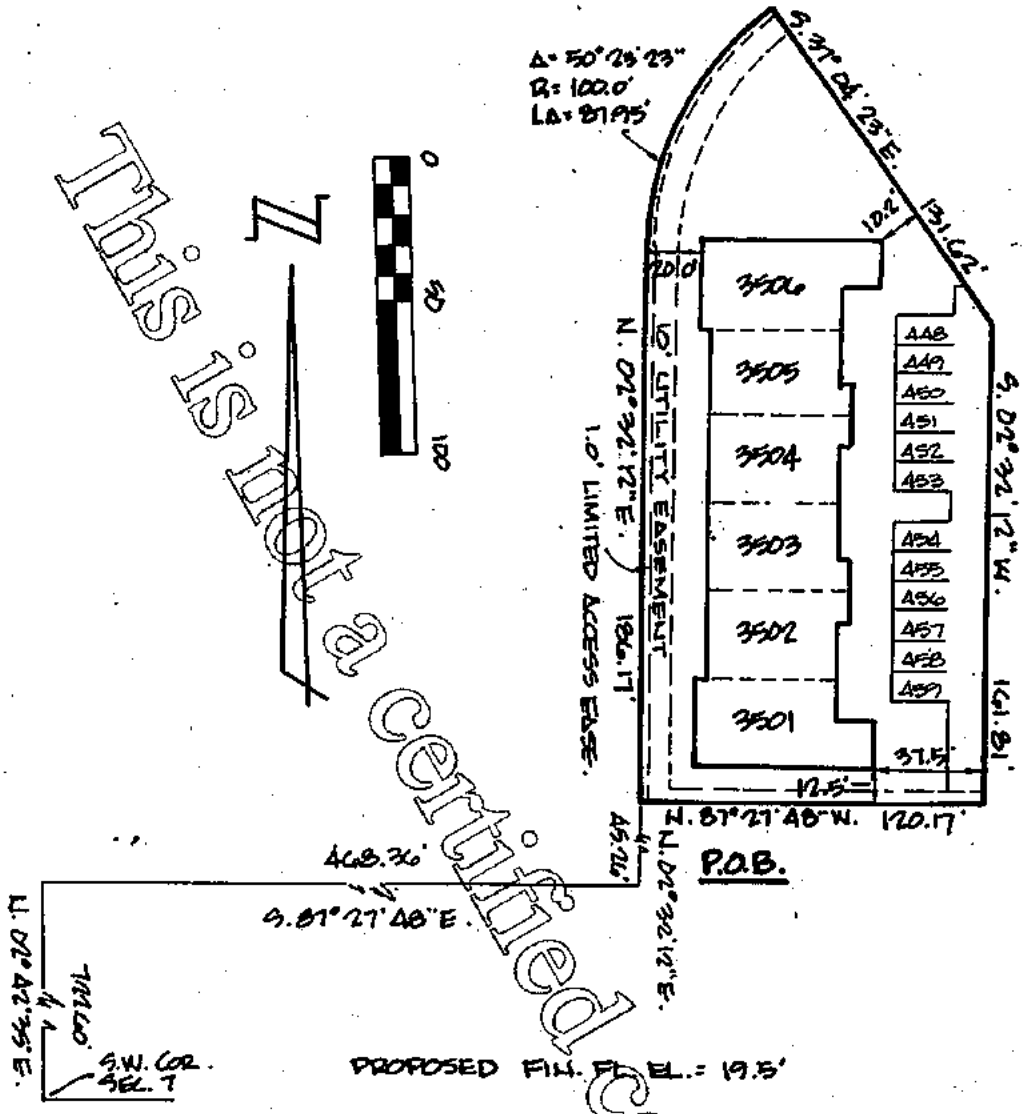
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence North 02°-32'-12" East along said right-of-way line, a distance of 45.26 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence North 02°-32'-12" East, a distance of 161.81 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 171.67 feet; thence North 36°-46'-22" East, a distance of 132.30 feet to a point on a curve concave to the South, having a radius of 100.0 feet and a central angle of 34°-52'-31"; thence Northwesterly along the arc of said curve a distance of 60.87 feet to the P.T. of said curve; thence North 88°-06'-09" West, a distance of 210.01 feet to the P.C. of a curve concave to the Southeast, having a radius of 100.0 feet and a central angle of 38°-58'-14"; thence Northwest, West and Southwest along the arc of said curve, a distance of 68.02 feet; thence South 37°-04'-23" East, a distance of 131.62 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .70 acres, more or less.

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"=50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| DR J.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD — | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | S. 5054 |
| DATE 4-6-85 | TELEPHONE: 439-7883 | |

84663 P1510




This is not a certified copy

LEGAL DESCRIPTION (PHASE 35)

BEING A PORTION OF PLAT NO. 9 ...STHAVEN OF PALM BEACH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

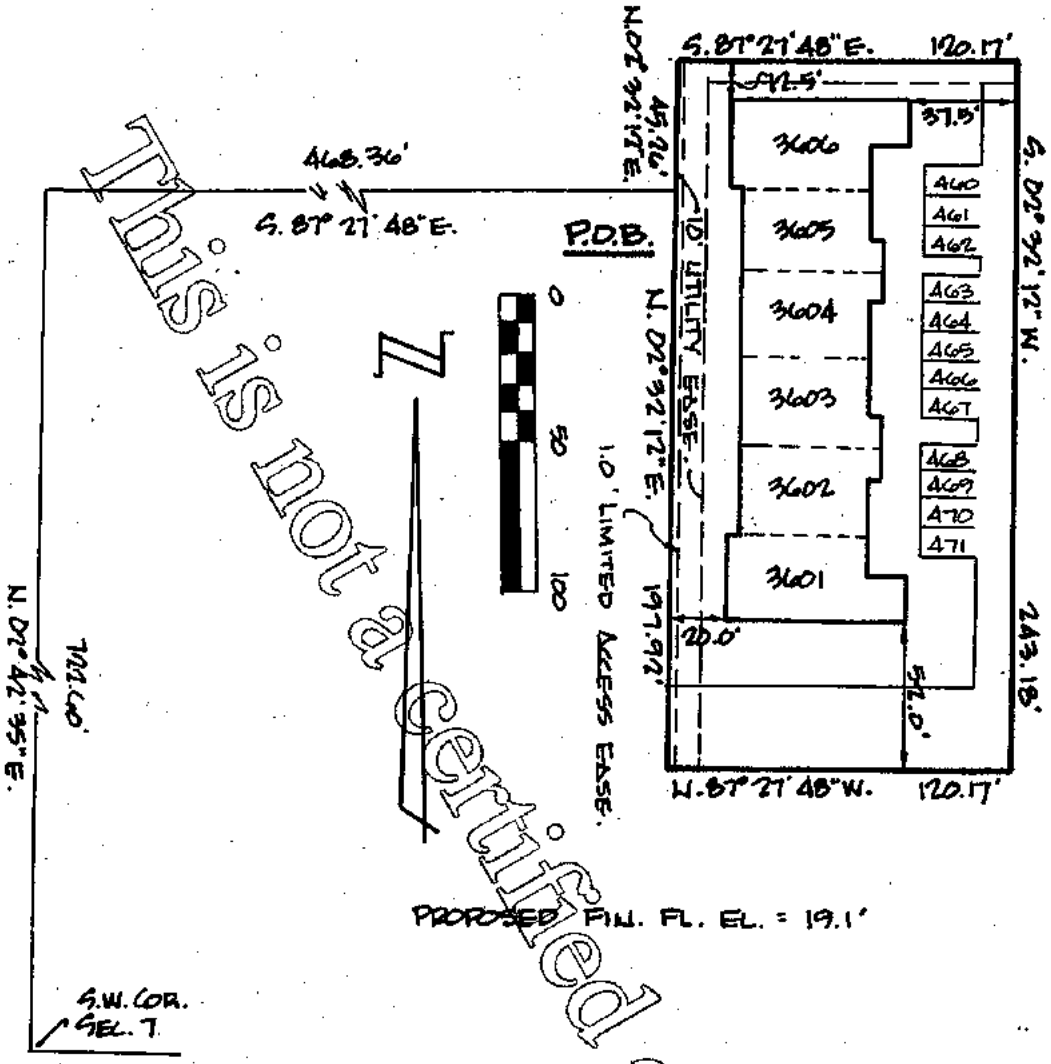
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the easterly right-of-way line of GATELY DRIVE WEST; thence North 02°-32'-12" East along said right-of-way line, a distance of 45.26 feet to the actual Point of Beginning of the tract of land to be described; thence continue North 02°-32'-12" East, a distance of 186.17 feet to the P.T. of a curve concave to the Southeast, having a radius of 100.0 feet and a central angle of 50°-23'-23"; thence Northeasterly along the arc of said curve a distance of 87.95 feet; thence South 37°-04'-23" East, a distance of 131.62 feet; thence South 02°-32'-12" West, a distance of 161.81 feet; thence North 87°-27'-48" West, a distance of 120.17 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: .62 acres, more or less.

8466 P151

Registered Land Surveyor, Florida Certificate No.

| | | |
|---|---|---|
| SCALE 1"= 50' | D. H. THARIN | REFERENCES CRESTHAVEN |
| OR S.C.S. | LAND SURVEYING | JOB NO 84-726 |
| FIELD — | 7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461 | $. 5054 |
| DATE 4-8-85 | TELEPHONE: 439-7885 | |

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LEGAL DESCRIPTION (PHASE 3b)

BEING A PORTION OF PLAT NO.9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT, THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the Easterly right-of-way line of Gately Drive West, and the actual Point of Beginning of the tract of land to be described; thence North 02°-32'-12" East, a distance of 45.26 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 243.18 feet; thence North 87°-27'-48" West a distance of 120.17 feet to a point on the East right-of-way line of Gately Drive West; thence North 02°-32'-12" East along the right-of-way line, a distance of 197.92 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.67 acres, more or less.

B4663 P1512

Registered Land Surveyor, Florida Certificate No.

SCALE 1"=50'
DR J.C.S.
FIELD —
DATE 4-8-85

D. H. THARIN
LAND SURVEYING
7844 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33461
TELEPHONE: 439-7873

REFERENCES CRESTHAVEN
JOB NO 84-726
S. 5054