

DECLARATION OF CONDOMINIUM
OF
BENT TREE GARDENS WEST CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM, made by DREXEL PROPERTIES, INC., a Florida corporation, referred to as "Developer", for itself, its successors, grantees and assigns.

ARTICLE I
SUBMISSION STATEMENT

DREXEL PROPERTIES, INC., a Florida corporation, joined by BENT TREE GARDENS WEST CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, being the owners of record of the fee simple title to the property described in Exhibit A (which encompasses all phases of this Condominium), situate, lying and being in Palm Beach County, Florida, hereby state and declare that fee simple title to the real property described in Exhibits B and D (Phases I and II), are submitted to condominium form of ownership, pursuant to Chapter 718, Florida Statutes, as presently constituted and in effect, and does herewith file for record this Declaration of Condominium. BENT TREE GARDENS WEST CONDOMINIUM ASSOCIATION, INC. (the "Association") has joined in the execution of this Declaration to submit to condominium form of ownership a portion of the land described in Exhibits B and D, of which it is the fee simple owner by virtue of certain dedications contained upon the REPLAT OF THE PLAT OF BENT TREE GARDENS, recorded in Plat Book 40 page 71, of the Public Records of Palm Beach County, Florida (which is a replat of the PLAT OF BENT TREE GARDENS, which is recorded in Plat Book 40, Page 6, of the aforesaid Public Records). Said portion of land is part of the common elements of this Condominium and is being reserved, as provided herein, for ingress, egress and construction purposes, drainage and for furnishing utility and municipal services. Exhibits A, B and D are hereby annexed hereto and made a part hereof.

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

- A. Assessment: A share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
- B. Association: BENT TREE GARDENS WEST CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, which entity is responsible for the operation of the Condominium.
- C. Board of Directors: Refers to the Board of Directors of the Association.
- D. By-Laws and Articles: The By-Laws and Articles of Incorporation of the Association as they exist from time to time.
- E. Common Elements: The portions of the Condominium property not included in the units.
- F. Common Expenses: The expenses and assessments incurred by the Association for the Condominium.
- G. Common Surplus: The excess of all receipts of the Association including, but not limited to, assessments, rents, profits, and revenues on account of the common elements over the common expenses.
- H. Condominium: That form of ownership of real property under which the units are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements. The term "Condominium", as used herein, shall refer to SENT TREE GARDENS WEST CONDOMINIUM.
- I. Condominium Act: The Condominium Act of the State of Florida (F.S. 718 et seq.) as constituted and in effect at the time of the recordation of the Declaration.

J. Condominium Documents: This Declaration, the Articles of Incorporation and By-Laws of the Association & all other exhibits attached hereto, as amended from time to time.

K. Condominium Parcel or Parcel: A unit, together with the undivided share in the common elements which is appurtenant to the unit.

L. Condominium Property: The lands that are subject to condominium form of ownership, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

M. Declaration or Declaration of Condominium: This document and any amendments thereto that may be recorded from time to time.

N. Developer: DREXEL PROPERTIES, INC., a Florida corporation, its successors and assigns.

O. Institutional Mortgagee: A bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or mortgage investment trust, or a lender generally engaged in providing mortgage credit as a business activity and having assets of \$50,000,000 or more.

P. Limited Common Elements: Those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units, as specified in this Declaration.

Q. Occupant: The person or persons in possession of a unit, including the unit owner.

R. Recreational Phase: That certain area delineated upon *Exhibit "A" as the "Recreational Phase", which shall be used for recreational purposes, and which shall be submitted to condominium form of ownership in accordance with Article XVI of the Declaration.

S. Regulations: The rules or regulations respecting the use of the Condominium property that have been or may be adopted by the Association, from time to time, in accordance with its Articles of Incorporation and By-Laws.

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

U. Unit or Condominium Unit: A unit as defined in the Condominium Act, referring herein to each of the separate and identified parcels delineated in the Survey Exhibits, as hereinafter defined, each of which is subject to private ownership, and when the context requires or permits, the unit or units shall include its share of the common elements appurtenant thereto. The physical boundaries of each unit are delineated and more particularly described in Article III of this Declaration.

V. Unit Owner (or Owner): The owner or group of owners of a Condominium parcel.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Chapter 718.103, Florida Statutes.

ARTICLE II
CONDOMINIUM NAME

The name by which this Condominium is to be identified shall be BENT TREE GARDENS WEST CONDOMINIUM.

ARTICLE III
SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTIFICATION OF UNITS

1. Survey Exhibits. The following exhibits to this Declaration, annexed hereto and made a part hereof, are collectively referred to as the "Survey Exhibits" and consist of the following:

Exhibit A: Plot Plan and Legal Description of all Phases

Exhibit B: Phase I
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit C: Replat of the Plat of Bent Tree Gardens

Exhibit D: Phase II
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit E: Phase III (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit F: Phase IV (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit G: Phase V (Proposed)
Page 1 Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit H: Phase VI (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit I: Phase VII (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit J: Phase VIII (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit K: Phase IX (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit L: Phase X (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit M: Phase XI (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit N: Phase XII (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit O: Phase XIII (Proposed)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan - First Floor
Page 3 - Floor Plan - Second Floor

Exhibit P: Phase XIV (Recreational Phase)
Page 1 - Legal description, certification and plot plan
Page 2 - Floor Plan

At the time of the execution of this Declaration, the lands described in Exhibit B, have been submitted to condominium form of ownership. Accordingly, Exhibit B, has been certified by a Florida Registered Land Surveyor, indicating statutory compliance with Chapter 718.104(4)(e), Florida Statutes, and the same reflects sufficient detail to identify the location, dimensions, and size of the common elements, limited common elements, and of each unit submitted to condominium form of ownership.

An overall plot plan of Phases I through XIII and the Recreational Phase, is annexed to this Declaration as Exhibit A and the same reflects, in detail, Phase I and all anticipated phases. Annexed hereto and made a part hereof as Exhibit C is a copy of the REPLAT OF THE PLAT OF BENT TREE GARDENS, which is a replat of the Plat of Bent Tree Gardens, which Plat is recorded in Plat Book 40, page 6-8 of the Public Records of Palm Beach County, Florida. The Replat of the Plat of BENT TREE GARDENS is recorded in Plat Book 40, page 71-73, of the aforesaid Public Records, which delineates the land upon which each phase is to be located, together with the legal descriptions of the land for each phase. Exhibits "E" through "O", inclusive, delineate the proposed survey exhibits for Phases III through XIII and the Recreational Phase, respectively. Said exhibits, which are annexed hereto and made a part hereof, when viewed with Exhibits "A" and "C", constitute a plot plan and survey, overall and of each phase. Upon the submission of additional phases, amendments will be made to this Declaration in accordance with the procedure hereinafter provided, at which time, the final survey exhibits, as to each phase submitted to condominium form of ownership, will be provided in the same manner as Phase I.

2. Unit Identification: For purposes of identification, all units are given identifying numbers and the same are set forth in the Survey Exhibits. No unit bears the same identifying number as does any other unit. The aforesaid numbers as to the unit are also the identifying numbers as to the parcel. Each unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the condominium documents and easements, restrictions and limitations of record.

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

A. The upper and lower boundaries extend to an intersection within the perimetrical boundaries. The upper boundary is the horizontal plane of the undecorated finished ceiling and the lower boundary is the horizontal plane of the unfinished floor.

B. The perimetrical boundaries of a unit shall be the intersecting vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. Any balcony, terrace or porch shall be considered as part of a unit and, accordingly, the vertical boundaries of the unit shall be extended to include such structure and the fixtures contained thereon.

ARTICLE IV
VOTING RIGHTS

Each unit owner shall automatically acquire membership in the Association as a result of acquisition of a unit in the Condominium, and each Condominium unit is assigned one vote. In the event of multiple or corporate ownership of a unit, only one owner shall be entitled to vote at any meeting and such person shall be known as the "Voting Member" and is hereinafter referred to as the same. The Voting Member must consist of either an owner of a unit or an officer or designated employee of any business entity owning a unit and the designation of the Voting Member shall be subject to the provisions and restrictions set forth in the By-Laws. The total number of votes in the Association shall be equal to the total number of units in the Condominium, with each unit having one (1) vote in the Association.

ARTICLE V
OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners shall own an undivided fractional interest in the common elements and limited common elements based upon a fraction, the numerator of which shall be one (1) and the denominator which shall be the number of units submitted to condominium form of ownership, from time to time, as additional phases are added. The numerator, having a value of one (1), shall also be known as an ownership and common surplus and expense unit (hereinafter referred to as the "Ownership unit"). Each Condominium unit is assigned one such Ownership unit, and the total number of units which can be assigned in the event all phases are submitted to condominium form of ownership is two hundred sixty six (266).

Each Amendment to this Declaration, executed and signed of record by the Developer in order to submit an additional phase to condominium form of ownership, shall contain the assignment of one (1) Ownership unit to each Condominium unit covered by said Amendment, together with the assignment of an ownership interest in the Association and one (1) vote per unit. In the event that the Developer should not complete the additional phases, or any portion thereof, then the fractional share of ownership in the common elements and the participation in the common expenses and common surplus shall be based upon the total number of Ownership units assigned as each additional phase is completed and submitted to condominium form of ownership. The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest in and to the common elements, with said undivided fractional interest in the common elements being deemed to be conveyed with and encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided fractional interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires. Any common surplus and all common expenses pertaining to the Association shall be owned by and shared by each of the unit owners, as the case may be, in the same proportion as their percentage ownership interest in the common elements.

Phase I consists of two (2) units contained within a separate "duplex" structure. With said separate structure, the space formed by the perimetrical boundaries of the planes forming the interior roof surface and the horizontal upper plane of the roof truss is hereby declared to be a limited common element for the benefit of the two units located below. It shall be the obligation of the unit owners whose units are below the aforesaid space to maintain and repair the same, at their equal expense, together with all utility, facilities located therein to the extent that such utility facilities serve both units. Any utility facilities located in said space serving only one unit shall be the maintenance and repair responsibility of the unit served. The pad and air conditioner compressor, located immediately adjacent to the "duplex" structure, shall be a limited common element for the benefit of each of the two respective units and the maintenance of the pad and the compressor shall be the obligation of said unit owner, as more particularly set forth in Article III hereof.

ARTICLE VI
METHOD OF AMENDMENT OF DECLARATION

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

The procedural prerequisites to certification and recordation of all Amendments to this Declaration are set forth in the Condominium Act and the same are hereby incorporated by reference herein. Except as provided for herein, no Amendment shall change the size of any Condominium unit, nor its proportionate share of the common expenses or common surplus, nor the voting rights appurtenant thereto, unless the record owner or owners thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees, or change the provisions of this Declaration with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record, nor shall these amendment provisions be changed without the written approval of all institutional mortgagees of record.

No Amendment shall change the rights and privileges of the Developer without the Developer's prior written approval. The Developer hereby reserves the right to change the arrangement of all units and to alter the boundaries between units, subject to the laws and ordinances of Palm Beach County, Florida, as long as the Developer owns the units so altered; however, no such change shall increase the number of units, nor alter the boundaries of the common elements, without Amendments to this Declaration in the manner hereinbefore set forth. In the event the Developer changes the size of any unit, such changes shall be reflected by an Amendment executed and acknowledged only by the Developer and any holders of institutional mortgages encumbering said altered units. A survey shall be attached to that amendment and must be certified in accordance with Chapter 718.104(4)(e), Florida Statutes. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning the common expenses and common surplus of the units concerned, and the new percentage shares in common elements, common expenses and common surplus of the units concerned shall be duly noted in the Amendment to the Declaration.

The Developer expressly reserves the right to amend this Declaration for one or any combination of the following purposes, and such Amendment shall be made and executed solely by the Developer without the requirement of securing the consent of any unit owners, mortgagees, or any others, and shall become effective upon filing in the Public Records of Palm Beach County, Florida:

1. To conform to the requirements of any prospective institutional mortgages or title insurance company.
2. To conform this Declaration to the requirements of any valid statute or rule or regulation affecting the subject matter hereof.
3. To add additional phases to this Condominium pursuant to Article XVI hereof and Chapter 718.403, Florida Statutes, and to alter the location thereof, if applicable.
4. To correct certain scrivener's errors, in accordance with Chapter 718.110(5), Florida Statutes.
5. To permit the Association to correct certain omissions or errors, in accordance with Chapter 718.304(1), Florida Statutes, and to submit the recreational phase in accordance with Article XVIII hereof.

ARTICLE VII ASSOCIATION

The operating entity of the Condominium shall be BENT TREE GARDENS WEST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation which is responsible for the operation of the Condominium and which was formed in accordance with its Articles of Incorporation, a copy of which is annexed hereto and made a part hereof as Exhibit Q. The Association shall have all of the powers and duties conferred upon it by the Condominium Act, as well as those granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws. Additionally, the Association shall have all the powers and duties necessary to operate the Condominium, and perform the duties for which it has been created. The share of a member of the Association in the funds and assets of the Association, cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

Every owner of a Condominium parcel, whether ownership has been acquired by purchase, by gift, by conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation, the provisions of this Declaration and all Exhibits attached hereto. Membership in the Association shall terminate upon the termination of ownership of a Condominium parcel in this Condominium.

ARTICLE VIII
BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association, a copy of which is annexed hereto and made a part hereof as Exhibit R.

No modification of or amendment to the By-Laws shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel or which would change the provisions of the By-Laws with respect to institutional mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's prior written consent.

ARTICLE IX
ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and such other assessments for which this Declaration and the exhibits attached hereto specifically provide. The procedure for the determination of all such assessments shall be as set forth in the By-Laws and this Declaration.

The common expenses shall be assessed against each Condominium owner and assessments and installments that are unpaid for greater than ten (10) days subsequent to the date due shall bear interest at the highest rate permitted by Florida law (not to exceed 18% per annum), until paid. At the sole discretion of the Board of Directors a late charge of Twenty Five Dollars (\$25.00) shall be due and payable.

Assessments shall be made for the calendar year quarterly, in advance, on December 1st preceding the year for which the assessments are made, and such assessments shall constitute a lien against the parcel for which assessment is made for the total amount of each such annual assessment. Such assessments shall be due in four (4) quarterly installments and upon default by any unit owner in the payment of any quarterly installment, within thirty (30) days after the due date thereof, the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of the quarterly installments for the then-current assessment year. In the event that any annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution of the Board of Directors and the unpaid assessment for the remaining portion of the year shall be apportioned over the remaining quarterly installments for that year. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

The Association shall have a lien on both the Condominium parcel for which assessments have not been paid (with all interest which has and continues to accrue thereon), and on all tangible personal property located within the Condominium unit, except that the lien upon the tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in the payment of his obligation under any agreement for the management of the Condominium property entered into by the Association. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing said lien and may settle and compromise the same if deemed in its best interests. The lien right created hereunder shall be effective from the date of recordation of a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Condominium parcel, the name of the record owner, the amount due, and the due dates and this lien shall have the priorities as established by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

The liability for assessments, and other expenses referred to herein, shall be and constitute a personal obligation of the unit owner who had record title to the Condominium parcel at the time the assessment came due. The Association shall have the option to either seek a personal judgment against said unit owner or to enforce its lien against the Condominium parcel in the event of the nonpayment of any assessment(s) or other sums due in connection therewith.

Where an institutional mortgagee of a first mortgage of record, obtains title to the parcel as a result of foreclosure or by accepting a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments owed to the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to such acquisition of title, unless said share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Any unpaid share of common expenses or assessments not secured by a claim of lien shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successor and assigns.

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

ARTICLE X

SALE, RENTAL, MORTGAGE, OR TRANSFER OF CONDOMINIUM PARCELS

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

Before accepting any offer to purchase, sell, lease, transfer or rent a parcel, a unit owner shall deliver to the Board of Directors a written notice (the "Notice"), containing the terms of the offer he has received and which he wishes to accept, the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, two (2) bank references and three (3) individual references (local, if possible), and such other information, to be requested within live (5) days from receipt of the Notice, as may reasonably be required by the Board of Directors. However, the Board of Directors is authorized to waive any or all of the requirements aforementioned.

Within ten (10) days after receiving the Notice, any required supplemental information, and any fee charged by the Association in connection with said transfer, sale, or lease, not to exceed \$50.00, the Board of Directors shall either consent to the transaction specified in the Notice or by written notification, delivered to the unit owner's unit, or mailed to the place designated by the unit owner in his Notice, designate the Association or one or more persons, unit owners or any other person(s) satisfactory to the Board of Directors who are willing to purchase, lease or rent upon the same terms as those specified in the Notice.

The stated designee of the Board of Directors shall, have fourteen (14) days from the date of the notification sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the Notice. Thereupon, the unit owner shall either accept or reject such offer or withdraw the offer specified in the Notice. Upon the failure of the Board of Directors to designate such person or upon the failure of such person to make such offer within the said fourteen (14) day period, the unit owner shall then be free to make or accept the offer specified in the Notice and sell, lease or rent the parcel pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after the Notice was given.

The written approval (the "Approval") of the Board of Directors shall be in recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser, tenant or lessee and, thereafter recorded, in the event of a sale, in the Public Records of Palm Beach County, Florida. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors shall, nevertheless, thereafter prepare and deliver the Approval in recordable form as aforesaid.

The subleasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or in the alternative, the Board of Directors must approve the lease or sublease form to be used by the unit owner. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated. Where a corporation, partnership or other business entity is the owner of a unit, it may designate the occupants of the unit but the same is subject to the approval of the Board of Directors.

2. Mortgage and Other Transfer of Units.

A. A unit owner may not mortgage his Condominium parcel or any interest therein without the approval of the Association except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Board of Directors and said approval, if granted, shall be in recordable form, executed by two (2) officers of the Association. Where a unit owner sells his unit and takes back a mortgage, the approval of the Association shall not be required.

B. No sale of a unit or any interest therein shall be valid unless:

- (1) The sale is to a purchaser after having secured the Approval of the Board of Directors, or
- (2) The sale is a result of a public sale with open bidding.

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

The foregoing provisions shall not apply to transfers by a unit owner to any member of his immediate family, to-wit: spouse, children or parents. The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transfer of a unit owner's interest by gift, devise or involuntary or judicial sale.

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

If the Board of Directors should approve, an Approval shall be duly executed, delivered and recorded and, thereafter, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall become the owner of the Condominium parcel, subject to the provisions of this Declaration and exhibits attached hereto.

If, however, the Board of Directors shall refuse to issue the Approval, then the members of the Association shall be given an opportunity during a thirty (30) day period after the above-mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash for the Condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an appraiser appointed by any Judge of the Circuit Court in and for Palm Beach County, Florida, on the petition of any party in interest. The expense of appraisal shall be paid by the designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium parcel. In the event the Association does not exercise the privilege of purchasing or furnishing a purchaser for the Condominium parcel within such period and upon such terms, the person or persons so designated by the legal representative, or those specified by the owner's will or under the laws of descent and distribution may then, and only in such event, take title to the Condominium parcel, or the legal representative of the deceased owner, may sell said Condominium parcel and such sale shall be subject in all respects to the provisions of this Declaration and exhibits attached hereto.

The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest as provided herein. Every purchaser, tenant or lessee shall take possession of a unit subject to this Declaration, and exhibits hereto, as well as the provisions of the Condominium Act.

The Developer, as well as an institutional first mortgagee holding a mortgage on a Condominium parcel and, thereafter, becoming the owner of a Condominium parcel through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise transfer said parcel, including the fee ownership thereof and/or to mortgage said parcel without the prior approval of said Board of Directors. Accordingly, the provisions of this Article shall be inapplicable as to both the Developer and an institutional first mortgagee.

ARTICLE XI INSURANCE

The insurance, other than title insurance, that shall be carried upon the Condominium property shall be governed by the provisions set forth as follows:

1. Authority to Purchase - Named Insured. All insurance policies upon the Condominium property (other than betterments and improvements made by unit owners) shall be purchased by the Association. The named insured shall be the Association, individually and as agent for the unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to an Insurance Trustee, which shall be a financial institution appointed by the Developer pursuant to an Insurance Trust Agreement, and all policies and their endorsements shall be deposited with the Insurance Trustee whose duties are set forth below. Unit owners may obtain coverage at their own expense upon their personal property, improvements and betterments to their unit, and for their personal liability and living expenses.

2. Coverage.

A. Casualty and Flood. As determined annually by the Board of Directors, all buildings and other improvements upon the Condominium property, including the structural portion of each unit and the improvements included upon the common elements, shall be insured against casualty, other than flood, in an amount equal to the maximum insurable replacement value thereof, including the value of excavations and foundations. Personal property owned by the Association located upon the common elements shall also be insured against casualty for the fair market value thereof. Such casualty coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, malicious mischief.

In addition to the aforesaid casualty insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable if the Condominium property is located in an area designated by the Department of Housing and Urban Development as being in a flood zone or flood hazards area. The casualty insurance and flood insurance, if any, shall meet the following requirements:

(1) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or equivalent by Best's Insurance Reports. Separate policies may be issued with respect to certain portions of the Condominium property, on the one hand, and the common recreational facilities on the other hand.

(2) All insurance policies shall provide that the amount which the Association, individually, and as agent for the unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any unit owner at his own expense to provide coverage for improvements and betterments, personal property or living expenses. Each unit owner who purchases insurance coverage on the improvements and betterments to his unit shall furnish a memorandum copy of the policy to the Board of Directors within thirty (30) days after purchase of such insurance.

(3) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of the Association, the unit owners and their mortgagees, as their interest may appear.

(4) Each policy must include a schedule of the units, the names of the unit owners, and their mortgagees, if any, provided, however, that it shall be the duty of each unit owner and mortgagee to advise the Association of his or its interest in such unit in order that such unit owner or mortgagee may derive the protection intended to be afforded by this requirement.

(5) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in mortgagee endorsements, thirty (30) days prior written notice thereof.

B. Public Liability. The Association shall procure public liability insurance, including, but not limited to owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner, in the minimum amount of \$500,000.00 for injury to any one person and \$1,000,000.00 for injuries to persons in one accident and \$50,000.00 for damage to property.

C. Workmen's Compensation. The Association shall secure a Workmen's Compensation policy to meet the requirements of Florida law.

D. Other Insurance. The Board of Directors may purchase other types of insurance which, in its opinion, may be desirable.

3. Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium property or the common recreational facilities to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of any claim.

4. Owner's Insurance. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his Condominium unit and for purchasing insurance upon his personal property.

5. Mortgagee's Rights. No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

ARTICLE XII
RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. If the damaged improvement is a common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

2. If the only damage to the Condominium property consists of damage to improvements and betterments of a single unit, made by the unit owner thereof (other than the Developer), then such damage shall be reconstructed or repaired by the unit owner at his expense.

3. If the damage is to one or more Condominium buildings, the following shall apply:

A. If the damaged improvements consist of one or more of the Condominium buildings, and if the units to which fifty percent (50%) of the common elements for the entire Condominium are appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

B. If the damaged improvements consist of one or more of the Condominium buildings, and if the units to which more than fifty percent (50%) of the common elements for the entire Condominium are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty days after the casualty, the record owners of units to which seventy-five (75%) percent of the common elements are appurtenant and the mortgagee holding the greatest number of the recorded mortgages on all units consent in writing to terminate the Condominium.

4. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

Any reconstruction or repair must substantially be in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible.

5. Immediately after the Board of Directors makes its determination to reconstruct or repair the damage to the property, it shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

6. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made:

A. Assessments shall be made against all unit owners on account of damage to the buildings and improvements, other than the units, on the Condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same. Such aggregate amount shall be apportioned among the owners of units in proportion to each unit owner's undivided share in the common elements.

B. If the damage is to the units within any building, other than damage to improvements and betterments of a single unit which were made by the unit owner thereof, other than the Developer, assessments shall be made against all affected unit owners on account of damage to the units in an aggregate amount which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of the affected units.

C. All amounts so assessed against the unit owners shall be collected by the Association and deposited with the Insurance Trustee, unless the Association shall have advanced the required amounts from reserves on hand (against collection of such assessments), and deposited the same with the Insurance Trustee, prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the greatest number of recorded mortgages on the units in the Condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than \$5,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

7. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in accordance with the following:

A. The proceeds received by the Insurance Trustee shall be utilized and disbursed only for reconstructing and repairing the specific property with respect to which such proceeds or funds were collected and a separate accounting with respect to receipts and disbursements shall be maintained. The Association shall keep records of all construction costs and the amounts thereof for each reconstruction and repair.

B. If there is a surplus of insurance proceeds after payment of all costs of said reconstruction and repair, such surplus shall be distributed to the Association for allocation as provided in Article V of the Declaration.

C. If the total cost of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

D. If the total cost of reconstruction and repair that is the responsibility of the Association is \$5,000.00 or more, but less than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.

E. If the costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, licensed to practice in Florida, who has been employed by the Association to supervise the work.

F. The Insurance Trustee shall not be required to determine whether a disbursement is to be made to a particular payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged; provided that when the Association has certified that a disbursement required hereunder is to be approved by an architect, no payment shall be made without such approval.

ARTICLE XIII
MAINTENANCE, ALTERATION AND IMPROVEMENT

1. By the Unit Owner.

A. The owner of each unit must keep and maintain his unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his unit which, if omitted, would adversely affect the Condominium, the other unit owners or the Association and its members. The owner of each unit shall be responsible for any damages caused by a failure to maintain such unit. The unit owners' responsible for maintenance, repair and replacement shall include, but not be limited to, the following: air conditioning and heating equipment, including those portions of the equipment which might be located on the common elements; all windows, sliding glass doors (including operating mechanisms), screening and glass; service equipment, such as dishwashers, refrigerators, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes, as well as electrical fixtures, outlets, wiring and panels all located within the unit or on the common elements, but servicing only the unit; exterior doors, inside wall and ceiling finishes.

B. The owner of a unit agrees to pay for all utilities, such as telephone, electric, etc., that may be separately billed or charged to the unit and shall also be responsible for insect and pest control within the same and within any limited common elements appurtenant thereto. Wherever the maintenance, repair and replacement of any items, for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is subject to any loss or damage which may be covered by insurance maintained by the Association, the proceeds of said insurance, received by the Association or the Insurance Trustee, shall be used for the purpose of making such maintenance, repair or replacement; in such instance, the owner of the unit shall be required to pay such portion of the costs which, by reason of the applicability of any deductibility provision of the insurance or otherwise, exceed the amount of the insurance proceeds applicable to the maintenance, repair or replacement. The interior and the interior surfaces of any balcony, terrace, or porch located within the unit must be maintained by the owner of such unit and kept in a neat, clean and trim condition. If any portion of the interior of such balcony, terrace, or porch is visible from outside the unit, then the unit owner shall obtain the consent of the Association before altering the appearance thereof.

C. In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no unit owner shall change, modify or alter the common elements. No unit owner shall change, modify or alter the design and/or appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of his unit any sign of any kind whatsoever; nor shall he install, erect or attach to the exterior or roof of any unit or upon the common elements any type of radio or television antenna or aerial, whether for sending or receiving. No owner shall erect or construct any original construction; provided, however, that if the Board of Directors finds that it is not detrimental to the interests of the Association and its members, it may authorize a unit owner to make such change, modification or alteration, provided that (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for such alteration, prepared by a licensed architect, and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; and (d) the contract provides for a performance and payment bond in the full amount thereof. The Board of Directors shall, however, have the power and right to waive any or all of the above where they deem the same to be appropriate.

2. By the Association.

A. The Association, at its expense shall be responsible for the maintenance, repair and replacement of all of the common elements, including those portions of a unit contributing to the support of the buildings. Should incidental damage be caused to any unit by virtue of the Association's failure to maintain the common elements as herein required or by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common elements, the Association shall, at its expense, repair such incidental damage.

B. The Association, by action of the Board of Directors, may make minor and insubstantial alterations and improvements to the common elements, having a cost not in excess of Five Thousand Dollars (\$5,000.00). All other alterations and improvements must first be approved by the owners of 75% of the units and by the mortgagee holding the greatest number of mortgages on the mortgaged units. No alteration or improvement may be made to the common elements which adversely affects the rights of the owner of any unit to the enjoyment of his unit unless the owner and all mortgagees holding recorded mortgages on such unit consent thereto in writing. If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to the aforesaid consent, the consent of the Developer, or its successor-in-title shall be obtained, unless the subsequent phases, as provided for in Article XVI hereof, have been added to and made a part of this Condominium and sold.

C. All expenses incurred by the Association in performing the services and maintenance described herein are common expenses, payable by each unit owner under the provisions of this Declaration concerning assessments. Should the maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants or invitees, he shall be responsible therefor, and the Association shall have the right to levy a special assessment against the owner of such unit, and said Assessment shall constitute a lien upon his unit with the same force and effect as liens for common expenses referred to in this Declaration.

D. The exterior of all the units and buildings containing said units shall be maintained on a periodic basis by the Association, and there is hereby reserved, in favor of the Board of Directors or any designees thereof, the right to enter into all of the units for the purpose of conducting a periodic program of exterior maintenance, which maintenance shall include, but shall not be limited to, repainting of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. The Association shall determine the time when such maintenance shall be effected, together with the extent thereof. The Association shall not be responsible for maintenance beyond the exterior, unpainted surfaces of the units, such maintenance and repairs being the responsibility of the unit owner.

ARTICLE XIV
USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

1. Units shall be used for single-family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted therein. Except as otherwise provided herein, units may be occupied only as follows:

A. If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the unit may be occupied by such owner's family, servants and guests.

B. If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the occupants of the unit must be approved by the Board of Directors.

C. No more than one single family may reside in a unit at any one time.

D. If a unit has been leased by a unit owner or by the Developer, the Lessee shall be deemed to be the "owner" for purposes of this section during the term of said lease and shall be subject to all Condominium rules and regulations, the By-Laws, the Declaration, and all exhibits attached thereto.

2. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the units in the Condominium.

3. No immoral, improper, offensive or unlawful use shall be made of the units, the Condominium property nor any part of it. Valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modification or repair of the Condominium property shall be observed in connection with the maintenance, modification and repair of the property concerned.

4. No unit owner shall make or permit any use of his unit or the common elements which will increase the cost of insurance on the Condominium property.

5. No nuisances shall be allowed within the units or upon the Condominium property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by its residents be permitted.

6. Only entire units may be leased (no rooms may be rented separately) for periods of not less than ninety (90) consecutive days. Units which are leased may be occupied only by the lessee and his family, servants and guests.

7. Reasonable rules and regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the Condominium upon request. Such regulations shall not be required to be incorporated in an amendment to this Declaration nor otherwise be filed of record.

8. Unless prior approval, in writing, is secured from the Board of Directors, a unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior of the unit, including awnings and/or storm shutters, doors or windows, nor shall he grow any type of plant, shrubbery, flower or vines on the unit or common elements. Additionally, a unit owner shall not place any furniture or equipment on the common elements appurtenant thereto. The foregoing provision may be modified or waived by the Board of Directors.

9. No fences, hedges, antennas, clotheslines or similar devices shall be allowed on any portion of the Condominium property except in areas that may be so designated by the Association.

10. The overnight parking of vehicles, of any kind, upon any of the condominium property used for roadway purposes, is prohibited. In addition, the overnight parking of automobiles without a current license tag and inspection certificate and the overnight parking of any truck, trailer, motor home, camper, boat, van, motorcycle, or recreational vehicle is similarly prohibited.

11. No unit owner shall cause any improvement or change to be made on the exterior of his unit, including painting or other decorations, or the installation of electrical wiring, machinery or air conditioning units, which may protrude through the walls or roof of the structure, without first obtaining the prior written consent of the Association. Any such modification to a unit, if permitted by the Association, might be subject to additional maintenance assessments and management costs against the unit owner if the same is found to be warranted by the Association.

12. A unit owner may not modify his unit except with the prior written approval of the Board of Directors. This prohibition includes the erection and installation of storm shutters, which must be first approved by the Board of Directors, taking into consideration color, quality, and the like.

13. A unit owner is prohibited from affixing to the interior or exterior surface of a window any aluminum foil or similar type of reflective material. No "For Rent" or "For Sale" or any other type of sign whatsoever shall be erected on or affixed to any portion of a unit.

14. No child under the age of twelve (12) years shall be permitted to use, occupy or reside in any unit or otherwise enjoy the condominium property except that such children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any one hundred twenty (120) day period.

15. No owner or other person or persons shall be permitted to use or occupy any unit or otherwise enjoy the Condominium property unless such owner or other person has first been approved for occupancy by the Board of Directors. This approval shall be in addition to the approval set forth in Article X. The approval of any purchaser shall be presumed to also constitute an approval for occupancy and such presumption shall continue until and unless such approval is revoked by the Board of Directors for cause. Cause shall consist of conduct detrimental to the Condominium community such as, but not limited to, disturbing the peace, continued and habitual intoxication, chronic disobedience of rules and regulations, together with such other conduct which may be reprehensible and violative of the norms and standards of the community. The above and foregoing rights shall be enforceable in equity by injunctive relief.

16. The original unit owner, i.e., the first purchaser from the Developer, shall, at the option of the Developer, be permitted to have one (1) domestic pet, not to exceed twenty (20) pounds, kept within unit, provided said unit owner is the owner of the pet at the time he executed the Purchase Agreement for the unit, and said pet is alive at the time Purchaser takes title thereto. The pet shall always be kept on a leash when outside of the unit and it shall only be permitted to relieve itself in areas specified by the Board of Directors. At all times, pets shall be kept under such rules and regulations as adopted by the Board of Directors and, in the event any pet causes or creates a nuisance or disturbance, said pet shall be permanently removed from the Condominium property and the unit owner's unit, within three (3) days after receipt of notice from the Board of Directors. The foregoing provisions relating to pets shall apply to the applicable living pet of the unit owner and upon said pet's demise, it may be replaced only with the prior written approval of the Association. A unit owner may not lease his unit to a party who is the owner of a pet.

ARTICLE XV
EASEMENTS

1. The common elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement, for ingress, egress, utility purposes, and for all other proper and normal purposes for the furnishing of services and facilities to the Condominium. Said easement is hereby created in favor of all the unit owners in this Condominium for their use and for the use of their immediate families, guests, invitees or licensees. The Association shall have the right to establish rules and regulations governing the use and enjoyment of said easements.

2. All of the Condominium property shall be subject to easements for encroachments which now exist or may hereafter exist, caused by settlement or movement of the units, or buildings containing the units, or caused by minor inaccuracies in building or rebuilding said units, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

3. If there shall be located within the boundaries of any unit, any conduit, plumbing, wiring or other facilities for the furnishing of utility services to other unit owners or to the common elements, an easement in favor of the Association and the members thereof shall exist therefor, and an easement of access to and through such unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

4. Easements are reserved by the Developer and the Association through the Condominium property as may be required for ingress and egress, construction purposes, drainage, and for furnishing municipal and utility services in order to adequately serve this Condominium and/or any subsequent phases (as delineated herein) which are not submitted to condominium form of ownership but which constitute a dependent parcel needing the use and enjoyment of such easements. As used herein, the term "Utility Services" shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other such utility services. The Developer and/or the Association, for itself and its assigns, reserve the right to impose upon the common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the development of the lands of the Condominium.

5. Every portion of a unit contributing to the support of a building, or of an adjoining unit, shall be burdened with an easement of support for the benefit of said other unit(s) and common elements in the building.

6. The appurtenances shall include an exclusive easement for the use of the air space occupied by any unit as it may exist in any particular time and as the unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

7. If a subsequent phase (or phases) of this Condominium is developed as provided for in this Declaration, the owners and lessees of units in said phase (or phases) and the members of their families and servants residing in such units, as well as their guests and invitees, shall be entitled to enjoy the easements described in this Article and the same persons shall enjoy similar rights with respect to the common elements, other than limited common elements added to this Condominium.

ARTICLE XVI
PHASE CONDOMINIUM

This Condominium may be developed in phases pursuant to Chapter 718.403, Florida Statutes, with the first phase, i.e., Phase I, consisting of the real property and units as set forth on Exhibit B. Each unit owner in Phase I of this Condominium shall owe an undivided one/twenty-sixth (1/26th) interest in the common elements and common surplus and be responsible for the same share in the common expenses. Should the Developer decide, in its sole discretion, to add all or part of Phases II through XIII to this Condominium, each of said phases shall consist of the property described and delineated on Exhibits D through O, inclusive, with the number and general size of the units depicted thereon. In the event all thirteen (13) phases are added to this Condominium, the same will consist of a total of 266 units and each unit owner in the Condominium will own the undivided interest in the common elements and be responsible for the same interest in the common expenses as more fully set forth in Article V of this Declaration. All phases added to this Condominium, will be completed by August 30, 1985, and the impact on the Condominium will be to increase the number of units from 26 to the maximum number of 266, and the number of persons who will be entitled to use the recreational facilities will be increased accordingly. The further impact will be to increase the common expenses; however, the number of units sharing said expenses will be increased proportionately.

Each unit in the Condominium is entitled to a membership in the Association and when the membership consists of only Phase I, there will be 26 memberships and Voting Members in the Association. However, the membership will be increased at such time that additional phases are added to the Condominium and in the event all thirteen phases are submitted to condominium form of ownership, the Association will consist of a total of 266 memberships. The total number of votes in the Association shall be equal to the total number of units submitted to condominium form of ownership from time-to-time with each unit having one vote in the Association.

Should the Developer, in its sole discretion, decide to construct and add units in all or part of Phases II through XIII to this Condominium, then upon substantial completion of the construction of the units to be added in said Phase or Phases, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase or phases to be added, and certify said survey as required by, and pursuant to, the applicable provisions of Chapter 718.104(4)(e), Florida Statutes. This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Palm Beach County, Florida, together with such exhibits relating thereto as the Developer determines, in his sole discretion, are necessary.

The Developer shall submit the Recreational Phase, shown on Exhibits A and P, to condominium form of ownership as a common element subsequent to the submission of the first phase but prior to the submission of the last phase. However, the Developer shall be obligated to construct the improvements located upon the Recreational Phase and submit the same to condominium form of ownership no later than June 30, 1981. Among the items of personal property to be furnished by the Developer and placed upon the recreational parcel include, but are not limited to, one (1) billiard table, range, double sink, refrigerator, countertop bar, and storage cabinets adjoining the kitchen, and various items of outdoor furniture to be placed around a swimming pool.

Nothing contained in this Article shall be construed as requiring the Developer to construct any or all of the additional phases or units to this Condominium; but if one or more phases are added to this Condominium in one or more subsequent Amendments, such phase or phases will be added to this Condominium by August 30, 1985. The Developer reserves the right to change the arrangement and location of any or all units in the phases not yet added to this Condominium, subject to the laws and ordinances of Palm Beach County, Florida, and further reserves the right to change the exterior and interior design of the improvements to be constructed thereupon, so long as the Developer owns the units upon which the improvements may be altered.

The Developer hereby reserves the right to submit the above and foregoing phases in no sequential order. For example, the initial phase of the Condominium may not necessarily consist of Phase I; Phase VII may be added prior to Phase II; Phase III may be added directly after Phase VIII. However, in connection with this nonsequential order, Developer agrees to provide, for each phase submitted, sufficient easements and/or cross-easements, if needed, for ingress, egress, and utility purposes.

ARTICLE XVII
RIGHTS OF DEVELOPER

So long as the Developer shall own any unit, it shall have an absolute right to lease, sell, transfer and/or convey any such unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest and in connection therewith the right the Association has, or may hereafter acquire to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to the Developer. The Developer shall have the right to transact on the Condominium property any business necessary to consummate the sale, lease or rental of units including, but not limited to, the right to maintain models, have signs, use employees in the models or offices, and permit the use of common elements to show units. A sale or rental office, signs, and all items pertaining to sales or rentals shall not be considered common elements, and shall remain the property of the Developer. The Developer may use the recreational facility and any unit or units as a sales office and/or model. In the event there are unsold units, the Developer retains the right to be and remain the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease.

The Developer shall have the right to retain control of the Association and to elect members of the Board of Directors in accordance with, and pursuant to, the provisions of Chapter 718.301(1), Florida Statutes.

Whenever the Developer shall be entitled to designate any person to serve on the Board of Directors, such designation shall be made in writing, and the Developer shall have the right to remove said person and to appoint a replacement to act and serve for the remainder of the unexpired term of any director so removed. Written instruments designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

Any person designated by the Developer to serve on the Board of Directors shall not be required to be disqualified upon any vote concerning a management contract or other matter in which the Developer or the said Director may have a pecuniary or other interest. Similarly, the Developer, as a member of the Association, shall not be required to disqualify itself on any vote which may come before the membership of the Association upon any matter between the Developer and Association where the Developer may have a pecuniary or other interest.

The initial monthly assessment for each unit owner shall be as set forth in an Estimated Operating Budget, prepared in accordance with Chapter 718.504, Florida Statutes. The Developer shall be excused from payment of its share of the common expenses as to the units it owns until the occurrence of the first of the following: (a) August 30, 1985; or (b) the date when the majority of the Board of Directors is elected by the unit owners in the Condominium, rather than by the Developer. During the period of time when the Developer is excused from paying its share of the common expenses, the Developer shall be responsible for any deficit relating thereto. Accordingly, the Developer shall be obligated to pay the difference between the Association's common expenses and the sums collected as the assessment for common expenses from unit owners other than the Developer, if greater than the amount of the assessment for common expenses on the units owned by the Developer, if the same is necessary to avoid a deficit. During the period of this undertaking, the Developer shall have the right to require that the Board of Directors of the Association increase said quarterly assessments in an amount as determined by the Developer which shall not exceed one hundred fifteen percent (115%) for each one year period over the stated quarterly assessment for each unit as specified in the preceding year's operating budget.

All rights in favor of the Developer reserved in this Declaration and the exhibits attached hereto are freely assignable in whole or in part by the Developer and may be exercised by any nominee or successor-in-interest of Developer.

The Developer (and its designees) shall have the right, in its sole discretion, and at such time as it desires, to enter on, over and across the Condominium property, and the further right to use portions of the Condominium property for construction purposes. Such construction by the Developer on the Condominium property or within any units shall in no event constitute a nuisance or be deemed to be an interference with the use or enjoyment of the units by the owners thereof.

ARTICLE XVIII

SUBMISSION OF RECREATIONAL PHASE AND ACQUISITION OF MANAGER'S OFFICE AND LIVING QUARTERS BY ASSOCIATION

At the time the Developer (or the Association, if title has been transferred to it) submits the Recreational Phase to condominium form of ownership, the same shall be encumbered by a mortgage in an amount not in excess of \$225,000, payable in installments over a period of not less than 29 years, with interest at the prevailing rate charged by Savings and Loan Associations in Dade, Broward and Palm Beach counties. The Association shall be obligated to assume the mortgage and the payment of the same shall be and constitute a common expense.

The Developer shall construct a separate two-unit duplex structure and will submit the same to condominium form of ownership, together with Phase I. The Association agrees to purchase these units, numbered I-113 and I-114, and the same will be used for a manager's office and manager's living quarters, respectively. The purchase price, which shall be a total of \$75,000 for both of said units and will be paid by the Association either in cash, pursuant to a mortgage, or a portion in cash, with the balance represented by a mortgage. During the pendency of the Association's ownership of either or both units, the costs of acquisition, the maintenance thereof, the mortgage payments thereon, and all other costs incident thereto, shall be and constitute a common expense.

ARTICLE XIX
COMPLIANCE AND ENFORCEMENT

Each unit owner shall be governed by and shall comply with the terms and conditions of this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations promulgated by the Association. Failure of a unit owner to so comply shall entitle the Association and/or the other unit owners to the relief set forth in the following sections of this Article, in addition to the remedies provided by the Condominium Act.

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

In any legal proceeding occasioned by the failure of a unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, or in the event there is any dispute in connection with the terms and conditions of the foregoing documents resulting in the institution of litigation by the Association or any unit owner thereof against the Developer, the Developer, if successful in said proceeding, shall be entitled to recover its costs and reasonable attorneys' fees, including fees and costs on appeal.

The failure of the Association, the Developer or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Rules and Regulations of the Association, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XX
TERMINATION

The condominium regime, created pursuant to this Declaration, may be terminated as follows

1. In accordance with Chapter 718.117, Florida Statutes.
2. In compliance with the terminology set forth in this Declaration pertaining to major damage to the Condominium property.
3. In the event written consent is secured by the record owners of all units within the Condominium, together with the written consent of the mortgagee holding the greatest number of recorded mortgages on the units comprising the Condominium.
4. With the written consent (the "Consent") of (i) the record owners of units having appurtenant thereto not less than a 75% undivided interest in the common elements and (ii) the mortgagee holding the greatest number of recorded mortgages on the units in the Condominium. Within thirty (30) days following the obtaining of the Consents, all consenting owners, or a lesser number of them, shall agree in writing to purchase all units owned by non-consenting record owners upon the terms hereinafter set forth, and notice of such agreement must be sent to the non-consenting record owners of each unit that the option to purchase such unit, set forth in paragraph A below, is being exercised. The Consents shall be irrevocable until the expiration of the said thirty-day period, and, if all such options are exercised, the Consents shall remain irrevocable. The option to purchase each unit belonging to non-consenting owners shall be exercised and the purchase thereof shall be consummated as follows:

A. Exercise of Option. The option to purchase each unit shall be exercised by delivery or mailing by certified mail to the record owners of each unit an Agreement to Purchase (the "Agreement") executed by the persons who will participate in the purchase of such unit. The Agreement shall be submitted together with a notice which shall, in essence, state the following:

- (i) A list of all units to be purchased
- (ii) The names of all persons participating in each purchase
- (iii) A statement to the effect that all units owned by owners not approving the termination of the Condominium are to be purchased.

B. Price. The Agreement, which shall represent a separate contractual arrangement between the sellers and the purchasers of each unit, shall set forth the price for each unit. This price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the Agreement. In the event the parties cannot agree as to price, the same shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the Arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

D. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

E. Failure to Close. If any sale shall fail to close, the Association may procure another purchaser to purchase the unit at the said sales price, the closing of the latter sale to take place within sixty (60) days following the scheduled closing date of the sale which failed to close.

At such time that the purchase of all units owned by the non-consenting record owners have been closed, the Condominium shall terminate and the same shall be evidenced by filing, in the Public Records of Palm Beach County, Florida, a certificate of the Association, executed by its President and Secretary, certifying under oath the facts effecting the termination. Upon termination, the unit owners of record shall own all of the Condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to each unit immediately prior to the termination. This Article concerning termination, cannot be amended without the consent of all unit owners and all record owners of mortgages upon units.

ARTICLE XXI
MISCELLANEOUS

BENT TREE GARDENS WEST CONDOMINIUM is located in, and is part of, a planned unit development known as Country Club Trail, the density and character of which is controlled by a Master Plan previously approved by the Board of County Commissioners of Palm Beach County, Florida. Each unit owner shall become a member of Country Club Trail Maintenance Association, Inc. (the "Maintenance Association") which was created pursuant to the filing of its Articles of Incorporation with the Secretary of State of the State of Florida on April 17, 1973. A Declaration of Restrictions, pertaining to all land within Country Club Trail, has been recorded in O. R. Book 2340, page 893, of the Public Records of Palm Beach County, Florida. In addition, a Declaration of Maintenance Covenants for Country Club Trail has been recorded in O. R. Book 2340, page 901 of the aforesaid Public Records. These documents provide that the Maintenance Association has the power to enforce said restrictions and to assess the residents of Country Club Trail for the cost of maintenance and repair of any common facilities located within the same.

In addition to the above, each unit owner shall become a member of Bent Tree Water Management Association, Inc. (the "Water Management Association") which was created pursuant to the filing of its Articles of Incorporation with the Secretary of State of the State of Florida on August 14, 1979. The Water Management Association has been set up to own, operate and maintain all of the water and drainage tracts located upon the Plat of Bent Tree, which would necessarily serve BENT TREE GARDENS WEST CONDOMINIUM.

A Declaration Of Water Management Covenants for Plat of Beat Tree was recorded in O. R. Book 3158. at page 127, of the Public Records of Palm Beach County, Florida, the purpose and intent of which was to provide a means to charge the benefited lands with the financial responsibility of sustaining the perpetual maintenance obligations of the Water Management Association.

A Declaration of Maintenance and Restrictive Covenants has been recorded on October 19, 1979, in O. R. Book 3158, Page 144, in the Public Records of Palm Beach County, Florida. These Covenants affect all portions of the condominium lands; however, the same automatically terminate as to those portions of the condominium property which, from time-to-time, are submitted to condominium form of ownership. Accordingly, at the time each phase is added to the Condominium, in accordance with Article XVI of the Declaration, the covenants contained in the foregoing document will be inapplicable to said lands.

Whenever notice is required under the terms of this Declaration, it shall be given in writing to the Association, to the unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by depositing with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

ASSOCIATION	As the Association's address appears on record at the office of the Secretary of State of Florida.
UNIT OWNER	As the address of the unit owner appears on the books of the Association.
MORTGAGEE	As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary of the Association in the aforesaid manner shall constitute notice to the Association. Until the election of the officers of the Association, the Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice which shall be addressed as follows:

1600 West Oakland Park Boulevard
Fort Lauderdale, Florida 33311

or to such other address as Developer shall, in writing, advise the person giving such notice to utilize for such purposes.

In respect to automobile parking areas, the Developer may adopt a parking plan with respect to any parking spaces, and assign particular parking spaces to the use of designated units. In lieu thereof, the Association may propose a plan which, in order to be effective, must be approved by not less than seventy-five percent (75%) of the unit owners.

Due to the nature of the climatic conditions existing in the South Florida area, it is often difficult, if not impossible, to keep alive and maintain landscaping, plant material, grass, shrubbery and other greenery. Accordingly, the Developer shall not be responsible for the condition of such landscaping, plant material, grass, shrubbery and other greenery and shall have no obligation, responsibility, duty, or liability whatsoever to maintain and/or replace the same.

All the provisions of this Declaration and the exhibits attached hereto shall be construed as covenants running with the land and every unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium documents.

The Developer and each unit owner acknowledge that all determinations, interpretations and interpolations made by the Palm Beach Building Department shall be binding in connection with the plans and specifications for all improvements constructed by the Developer.

No sales person, employee or other agent of Developer, shall have any right or authority, express or implied, to enter into any agreement on behalf of Developer (or the Association, if controlled by Developer) with any prospective or actual unit owner unless such agreement is in writing and executed by two (2) vice presidents of the Developer. The foregoing provisions shall be inapplicable to the Purchase Agreement unless the "printed" terms and obligations contained therein have been substantially modified. Any agreement not executed with the formalities set forth above shall be null and void and unenforceable against the Developer or the Association, if controlled by the Developer.

The invalidity, in whole or in part, of any covenant or restriction, or any section, paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration or any exhibit thereto, shall not affect the validity of the remaining portions thereof.

The terms and provisions, covenants and conditions of this Declaration shall be binding upon and inure to the benefit of the parties hereto.

The headings of the sections, subsections, paragraphs and subparagraphs of this Declaration are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections or subsections.

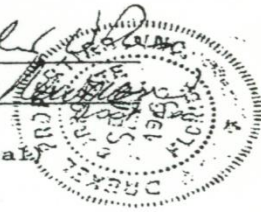
The interpretation, construction, and effect of this Declaration shall be in accordance with and be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Developer, and the Association, by their respective appropriate officers, have executed this Declaration, this 16th day of April 1981, and caused their seals to be affixed hereto.

Signed, sealed and delivered
in the presence of:


Anna Holden
Marie Anne Franzen

DREXEL PROPERTIES, INC.

By: *Stephen G. Mehallis*
Attest: *Barbara Newman*
(Corporate Seal) 

Anna Holden
Marie Anne Franzen


BENT TREE GARDENS WEST CONDOMINIUM
ASSOCIATION, INC.

By: *Barbara Newman*
Attest: *Barbara Newman*
(Corporate Seal) 

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared STEPHEN G MEHALLIS and BARBARA NEWMAN, known to me to be the Vice President and Assistant Secretary, respectively of DREXEL PROPERTIES, INC., a Florida corporation, and known to me to be the persons who executed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal this 16th day of April, 1981,
in the State and County last aforesaid.

Anna Holden
Notary Public
(SEAL) 

My commission expires:
Jan. 19, 1983

STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared GORDON W. LATZ and BARBARA NEWMAN, known to me to be the President and Secretary, respectively of BENT TREE GARDENS WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and known to me to be the persons who executed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal this 16th day of April, 1981, in the State and County last aforesaid.

Erma Holder
Notary Public

My commission expires:
Jan. 19, 1983

