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DECLARATION OF CONDOMINIUM

OF

RESIDENCES AT MIDTOWN, A CONDOMINIUM

Residences at Midtown Limited Partnership, a Florida Limited Partnership and Mainstreet at Midtown Limited Partnership, a Florida Limited Partnership (hereinafter collectively called the "Developer") do hereby declare as follows:

1. **INTRODUCTION AND SUBMISSION.**

- 1.1 **The Property.** The Developer owns the fee title to certain land and air rights parcel located in Palm Beach County, Florida, as more particularly described in Exhibit "A" annexed hereto.
- 1.2 **Submission Statement.** The Developer hereby submits the Property as defined in Section 2.21 herein and all Improvements erected or to be erected thereon, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on or within the Property - but excluding all public and private utility installations therein or thereon (e.g., cable television), any leased systems and the Shared Components (defined below), which may be located within or upon the Property - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Property as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.
- 1.3 **Name.** The name by which this condominium is to be identified is Residences at Midtown, a Condominium (hereinafter called the "Condominium").

2. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.2 "Air Rights Parcel" means the air rights parcel located within Building H situated on Tract 2 of the Plat of Borland Center, recorded in Plat Book 104, Pages 110-117 of the Public Records of Palm Beach County, Florida, which parcel forms a part of the Condominium Property, as shown on Exhibit "B" attached hereto.
- 2.3 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

- 2.4 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.5 "Association" or "Condominium Association" means RESIDENCES AT MIDTOWN CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.
- 2.6 "Association Property" means the property, real and personal, in which title of ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.
- 2.7 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- 2.8 "Buildings" means the structures situated within the Property in which the Units are located, regardless of the number thereof.
- 2.9 "By-Laws" mean the by-laws of the Association, as they exist from time to time.
- 2.10 "Charge" means the obligation of a Unit Owner to pay or reimburse money to the Association that cannot be secured as an assessment under F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner under this Declaration.
- 2.11 "Commercial Component" means the commercial property on the ground floor of Building H.
- 2.12 "Commercial Owner" means the owner from time to time of the Commercial Component, including the initial developer thereof and co-Declarant herein.
- 2.13 "Commercial Tract" shall have the meaning ascribed to such term in the Master Covenants.
- 2.14 "Common Elements" means and includes: The portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:
- (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation, or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.
 - (b) An easement of support in every portion of a Unit which contributes to the support of the Building, other Units and/or any part of the Common Elements.
 - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (d) All chases and columns located within a Unit (except those in the Air Rights Parcel, as stated below).
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.

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Notwithstanding the foregoing, insofar as the Air Rights Parcel is only a portion of Building H, many components which are typical "common elements" of a condominium have instead been designated herein as Shared Components. No portion of the Shared Components shall be deemed Common Elements hereunder, unless and to the extent that they exclusively serve the Air Rights Parcel, in which event the Shared Component will be deemed a Common Element of the Condominium.

- 2.15 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Condominium as a whole; (5) expenses for the maintenance, repair or replacement of those portions of Units, if any, to be maintained by the Association, except to the extent that provisions of this Declaration provide that such costs are to be paid solely by the Unit Owner; (6) the costs of carrying out the powers and duties of the Association; (7) payments for leased systems; (8) all Shared Component Impositions (defined below); and (9) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common Expenses also include all reserves required by the Act or otherwise established by the Association, regardless of when the reserve funds are expended, reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium, and the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, but shall not include any other separate obligations of individual Unit Owners.
- 2.16 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.17 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.18 "Condominium Property" means the Property, Improvements and other property described in Subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.19 "County" means the County of Palm Beach, State of Florida.
- 2.20 "Declaration" or "Declaration of Condominium" means this instrument including any and all exhibits thereto, as it may be amended from time to time.
- 2.21 "Developer" or "Declarant" means Residences at Midtown Limited Partnership, a Florida limited partnership, and Mainstreet at Midtown Limited Partnership, a Florida Limited Partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-

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exclusive basis. The transfer of control of the Association does not cause a termination of the rights of the Developer. Further, a lender may succeed to the rights of Developer without assuming the obligations of Developer.

2.22 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Property, including, but not limited to, the Buildings, as well as the Air Rights Parcel.

2.23 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.

2.23 "Life Safety Systems" means those smoke detection systems which have been installed in the Building, both within and without the Units, pursuant to the requirements of the applicable governmental authority having jurisdiction over same. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements. Notwithstanding the foregoing, the Life Safety Systems serving Building H shall be Shared Components, not Common Elements, insofar as they serve the all portions of the Building, provided, however, any Life Safety Systems servicing only the Air Rights Parcel shall be Common Elements of the Condominium.

2.24 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.25 "Master Association" means The Borland Center Owners Association, Inc., the entity responsible for the operation and maintenance of certain amenities and areas that will be used by Unit Owners.

2.26 "Master Covenants" means those certain covenants and restrictions contained within the Declaration of Covenants, Conditions and Restrictions for The Borland Center recorded in the public records of Palm Beach County, Florida.

2.27 "Master Expenses" means those expenses attributable to the maintenance and operation of the Common Areas of the Master Association, a portion of which shall be allocated to the Condominium Association and charged as assessments to the Unit Owners. The term "Common Areas" as used herein shall have the meaning ascribed to such term in the Master Covenants.

2.28 "Member" means an Owner who, or which, is a member of the Association.

2.29 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.30 "Property" means the real property described in Exhibit "A" upon or within which the Improvements have been constructed.

2.31 "Residential Unit" means and refers to a Unit which is to be used exclusively for residential purposes.

2.32 "Shared Components". With regard to Building H only, the improvements constituting commonly shared facilities, Residential Condominium Units and the Commercial Component have been, or shall be built and operated as an integrated project. Given the integration of the structure of those improvements, and notwithstanding anything to the contrary set forth herein or depicted on the survey and plot plans attached hereto as Exhibit "B", the following common elements and components of the improvements (the "Shared Components") shall be deemed to be shared by the Residential Condominium and the Commercial Component, whether or not geographically depicted as such on said survey and plot plans: any and all structural components of the improvements, including, without limitation, all exterior block walls and all finishes (paint, stucco, etc.) and balconies, terraces and/or facades attached or affixed thereto; the roof; all roof trusses, roof support systems and elements, roofing installation; the Life Safety Systems servicing both the Commercial Component and the Air Rights Parcel; all utility, mechanical, electrical, telephone, telecommunications, plumbing and other systems, including, without limitation, all wires, conduits, pipes, ducts, transformer, cables and other apparatus used in the delivery of the utility, mechanical, telephone, telecommunications, electrical, plumbing and/or services; all heating, ventilating and air conditioning system, including, without limitation compressors, air handlers, ducts, chillers, water towers and other apparatus used in the delivery of HVAC services; and all trash rooms, trash chutes and any and all trash collection and/or disposal systems. The Shared Components are subject to those covenants, conditions, restrictions and easements set forth in the Shared Component Agreement, attached as Exhibit "F" hereto.

Notwithstanding the foregoing definition or the exceptions noted below, any portion of the Shared Components that exclusively serves the Air Rights Parcel or any number of Units contained in the Air Rights Parcel shall be Common Elements of the Condominium and not Shared Components for purposes herein:

- (a) "Residential Shared Components" shall have the meaning ascribed to such term in Section 7.4(a) of this Declaration; and
- (b) "Limited Shared Components" shall have the meaning ascribed to such term in Section 7.4(b) of this Declaration.

2.33 "Shared Component Costs" shall mean the costs of installing, repairing, replacing and maintaining the "Shared Components", including the cost of insuring the Shared Components, as more particularly set forth in the Shared Component Agreement attached as Exhibit "F" hereto.

2.34 "Shared Component Impositions" or "Impositions" shall mean the share of the funds required for the payment of the Shared Component Costs which from time to time are imposed against all of the Unit Owners of the Residential Condominium. Impositions are not deemed Assessments hereunder.

2.35 "Storage Space" means a designated part of the Condominium Property that shall be used by the Unit Owner to which it is assigned to store personal property.

2.36 "The Property" shall have the meaning as defined in the Master Covenants.

2.37 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Residential Units.

2.38 "Unit Owner" or "Owner of a Unit" or "Owner" means the owner of a Condominium Parcel.

2.39 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration, By-laws and Articles of Incorporation shall include, but not be limited to, electric power, gas, water, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. **DESCRIPTION OF CONDOMINIUM.**

3.1 **Identification of Units.** The Property has constructed thereon three (3) Buildings containing a total of two hundred and five (205) Residential Units, and one (1) Building containing recreational amenities as set forth on Exhibit "B" attached hereto. Building H contains twenty (20) Residential Units located in the Air Rights Parcel shown on Exhibit "B" attached hereto. Each Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "B" attached hereto. Exhibit "B" consists of a survey of the Property, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "B", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use and assign such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

3.2 **Unit Boundaries.** Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) **Upper and Lower Boundaries of Residential Units.** The upper and lower boundaries of each Residential Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) **Upper Boundaries.** The horizontal plane of the unfinished lower surface of the structural ceiling of the top floor of the Unit.

(ii) **Lower Boundaries.** The horizontal plane of the unfinished upper surface of the unfinished concrete floor of the Unit.

(b) **Perimetrical Boundaries.** The perimetrical boundaries of the Units shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

(c) **Apertures.** Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such

boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, doors, garage doors, if any and all framing and casings therefor, shall be included in the boundaries of the Unit.

- (d) Boundaries - Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all chase and columns and all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit. The Unit boundaries shall not include any of the Limited Common Elements.
- (e) Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the Board of Directors or a majority of the voting interests of the Unit Owners shall have the right to amend the Declaration without a meeting to correct such survey, and any such amendment shall not require the joinder of any Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Balconies, Terraces, Patios, and Lanais. Any balcony, terrace, patio, or lanai as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s).
- (b) Miscellaneous Areas, Equipment. Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units and the equipment or fixtures themselves shall be Limited Common Elements of such Unit(s).
- (c) Parking Spaces. There will be approximately two hundred twenty-five (225) surface parking spaces ("Surface Parking Spaces") located within the Condominium Property. At the time of conveyance of a Unit from the Developer (except for Units within the Air Rights Parcel), there shall be assigned to each Unit the use of at least one

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(1) Surface Parking Space for that Unit Owners exclusive use. The use of such Surface Parking Space shall thereupon be appurtenant to said Unit as a Limited Common Element and the use of such Surface Parking Space shall be deemed and encumbered by and subject to any mortgage or claim thereafter encumbering said Unit.

There are approximately thirty-six (36) covered parking spaces ("Covered Parking Spaces") located on the Condominium Property that will be available for purchase by Unit Owners on a first come basis, provided, however, if a Unit Owner purchases a Covered Parking Space, such Unit Owner will be assigned the Parking Space directly in front of such Covered Parking Space and will not be entitled to assignment of any other Surface Parking Space without purchasing same. The Surface Parking Spaces and Covered Parking Spaces shall be collectively referred to as "Parking Spaces" and shall become Limited Common Elements upon assignment. The number of Parking Spaces may be decreased as a result of construction requirements. A Unit Owner may not assign any Assigned Surface Parking Space or Covered Parking Space for use to any other person or to another Unit Owner. Further, an Assigned Surface Parking Space or Covered Parking Space may be relocated at any time, and from time to time, by the Association to comply with applicable Federal, State, Local laws and regulations regarding or affecting handicap accessibility

Unit Owners will also be permitted to purchase additional Parking Spaces ("Additional Parking Spaces") located in designated areas of the Shared Parking Garage (defined below).

If a Unit has been assigned more than one (1) Parking Space (other than a Covered Parking Space and the Surface Parking Space directly in front of same), a Unit Owner may assign the use of one (1) Parking Space to another Unit Owner upon obtaining approval of the Association and the holder of any mortgages or claim encumbering the Parking Space. Upon conveyance of or passing of title to the Unit to which the use of a Parking Space is appurtenant, the Unit Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer in the Association Book (defined below). No Parking Space may be assigned to anyone other than the Owner of a Unit. Such Assignment shall be executed by the President alone or any two (2) officers of the Association and shall describe the assigned Parking Space and the name of the transferee and transferee's Unit number. No one other than the Unit Owner to whom the Parking Space has been assigned may use same without that Unit Owners express consent. The particular Parking Spaces so assigned shall be selected by the Developer and may be located wherever Developer so designates. The assignment by the Developer (or by the Association after the initial assignment by Developer) to a Unit Owner of the use of a Parking Space will be made by written "Assignment of Exclusive Use of Parking Space" (the "Assignment") which will describe the Parking Space and will be delivered at the time of delivery of the deed to the Unit. The initial Assignment of each Parking Space shall be executed solely by the Developer. The Association shall maintain a book (the "Association Book") for the purpose of recording the current assignee of each Parking Space. Developer may also offer a limited number of covered and/or uncovered Parking Spaces for assignment on as-available basis as determined by Developer. All fees collected by Developer for assigning Parking Spaces, if any, shall be retained by

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Developer and shall not constitute income or revenue of the Association or the Master Association. There shall be no recordation amongst the public records of Palm Beach County, Florida of the transfer or Assignment of a Parking Space.

After the Developer no longer owns any Units, any unassigned Parking Spaces shall be part of the Common Elements of the Condominium, if located on the Condominium Property.

Any Unit Owner's guests, servants, invitees and employees shall use and be subject to the rules and regulations promulgated by the Board of Directors of the Association in connection with parking.

Tract 4 Parking Garage Spaces. A total of ninety-three (93) parking spaces (the "Limited Common Area Parking Garage Spaces") located in the shared parking garage (the "Shared Parking Garage") located on Tract 4 according to the Plat and part of the Common Areas of the Master Association will be reserved for use by the Condominium, subject to the terms of Master Covenants and that certain Memorandum of Parking and Easement Agreement recorded at Official Records Book 18834, Page 1058 of the Public Records of Palm Beach County, as amended. Each Unit Owner having a Unit in the Air Rights Parcel shall be assigned the exclusive use of one (1) Limited Common Area Parking Garage Space. In addition, Unit Owners in the Air Rights Parcel may purchase an additional Limited Common Area Parking Garage Space. The Developer shall cause the Master Association to record all such Assignments in the Association Book. Upon assignment to a Unit Owner, each Limited Common Area Parking Garage Space shall become appurtenant to the Unit to which assigned. Any Limited Common Area Parking Garage Spaces that remain unassigned shall be available for general use by other Unit Owners in the Condominium.

Unless the context clearly indicates otherwise, for purposes of this Declaration the term "Parking Spaces" shall include the Limited Common Area Parking Garage Spaces.

- (e) Storage Spaces. The Storage Spaces ("Storage Spaces") located in the Condominium (as shown on Exhibit "B" attached hereto) may, at Developer's option, be offered to the Unit Owners. The number of Storage Spaces may be decreased as a result of construction requirements. Unit Owners may obtain the use of a Storage Space, subject to availability, from the Developer whereupon Developer will assign to such purchaser the use of said Storage Space for that Unit Owner's exclusive use. The assignment by the Developer or Association to a Unit Owner of the use of Storage Space(s) will be made by written "Assignment of Use of Storage Space" (the "Storage Space Assignment") which will describe the Storage Space and will be delivered upon the purchase of the Storage Space(s). The Developer will cause the Association to record such Storage Space Assignment in the Association Book and the Unit Owner to which such use is assigned shall have the exclusive right to use thereof. All fees collected by Developer for assigning Storage Spaces, if any, shall be retained by Developer and shall not constitute income or revenue of the Association. Such Storage Space(s) assigned a Unit Owner may only be transferred to a Unit Owner in Residences at Midtown, a Condominium or the Developer, and only upon prior written approval by the Developer. Notice and proof of any such approved transfer of the use of a Storage Space(s) shall be provided to the Association and the Association shall thereupon cause to be executed in the name of grantee or transferee a new Assignment of

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Storage Space(s) and record such transfer in the Association Book. Such Assignment of Storage Space(s) shall be executed by Developer alone, the President of the Association alone or any two (2) officers of the Association. There shall be no recordation amongst the Public Records of Palm Beach County, Florida of the transfer or Assignment of Storage Space(s). Once a Storage Space is assigned for the exclusive use of a Unit, said Storage Space shall become a Limited Common Element appurtenant to that Unit. The Board of Directors shall have the right to promulgate rules and regulations in connection with such Storage Space.

All Storage Spaces, unless assigned, are Common Elements of the Condominium. Once a Storage Space is assigned and is a Limited Common Element, such Storage Space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, unless approved, in writing by the Developer or the Association and the use thereof shall pass only with title to the Unit to which it is appurtenant.

No Storage Space shall bear the same identifying number as any other. Notwithstanding anything to the contrary contained herein, Developer is not obligated to provide Storage Space to the Unit Owners.

(f) Restrictions on Parking Spaces.

(i) Notwithstanding any provision herein contained to the contrary, there shall always be at least one (1) Parking Space appurtenant to each Residential Unit. No transfer shall be made which shall result in a Unit having no Parking Space appurtenant thereto.

(ii) No boats, construction vehicles, trailer, jetskis, commercial vehicles, vehicles with commercial lettering, recreational vehicles, trailer homes, mobile homes and any vehicles used for business purposes shall be parked in any Parking Space.

(iii) The use of Parking Spaces, Additional Parking Spaces and Limited Common Area Parking Garage Spaces may be regulated by rules and regulations promulgated by the Board of Directors of the Association and the Board of Directors of the Master Association, as applicable.

(g) The air-conditioning systems and heating systems servicing a Unit are Limited Common Elements. Accordingly, the Unit Owner shall maintain, repair and replace, at his own expense, any portions of such system in need thereof including, but not limited to, filters, compressors, condensers, motors, fans, heaters, and related parts.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements and/or members of the Association, the Master Association and The Properties (as defined in the Master Covenants).

(b) Utility and Other Services; Drainage. Non-exclusive easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television,

communications, digital satellite systems, other satellite systems, Life Safety Systems, security systems, and other services and drainage in order to serve the Condominium. and/or members of the Association, the Master Association and The Properties (as defined in the Master Covenants).

Except to the extent necessary to carry out maintenance responsibilities, a Unit Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, digital satellite systems, other satellite systems, Life Safety Systems, security systems, or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, replacement of any of the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, digital satellite systems, other satellite systems, security systems, Life Safety Systems, service and drainage facilities which are Common Elements and any other Common Elements contained in the Unit or elsewhere in the Condominium Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Condominium Parcels in favor of all Owners and the Association with respect thereto; provided that such right of easement shall not unreasonably interfere with the Unit Owners permitted use of his Unit. Such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or occupants, and those claiming, by, through or under the aforesaid and for the benefit of all parties authorized to the use and enjoyment of the Property and Improvements. With respect to any easements set forth herein all such easements shall be for the use and benefit of Owners, Institutional Mortgagees or Occupants, and those claiming by, through or under the aforesaid and for the benefit of all parties authorized for the use and enjoyment of the recreational facilities and amenities.

- (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate; or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand. (iii) any alteration or repair on The Properties, (as defined in the Master Covenants) to the Common Elements made by or with the consent of the Association or Developer, as appropriate;
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and

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for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, and such easements shall be for the use and benefit of Owners, Institutional Mortgagees or occupants, and those claiming by, through or under the aforesaid and for the benefit of all parties authorized to the use and enjoyment of the Property. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

Construction: Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction and maintenance thereof, or any part thereof, or any Improvements or Units located or to be located thereon.

(f) Sales Activity. For as long as the Developer holds Units for Sale in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales and construction offices, to show model Units and use Units as guest suites, to show the Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease. During the period that there are unsold Units offered by Developer, no Unit Owner or Tenant may display and "For Sale" or "For Lease" signs or any other advertising materials (i.e., banners, "bandit signs," balloons etc.), or hold Open Houses in Units. Thereafter, approval for such activities by Unit Owners or Tenants be obtained from the Association.

(g) Cable TV and Communication Devices. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any closed circuit, master antenna, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"), (ii) Ownership of any digital satellite system and/or other device for internet web-site communication or the future equivalent (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it or one of its successors, assigns, designees or nominees) installs in part or in whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "DSS System") (iii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the CATV System the DSS System, or any part thereof, (iv) the right to connect the CATV System and/or the DSS System to whatever receiving source the owner of the CATV System or the DSS System deems appropriate, (v) the right to enter the Units, upon reasonable notice to the Unit Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, digital satellite dish, or cable television

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system of which he has retained ownership, and (vi) the right to provide (or cause to be provided) mandatory or non-mandatory services to Units through the CATV System and/or the Digital System (and related, ancillary services to Units, including, but not limited to, security-related services) at charges not to exceed those normally paid for like services by residents of single-family homes or condominium units within the general vicinity of the Condominium, and to retain or assign all such charges.

- (h) Future Development Easements. The Developer, for itself and its successors and/or assigns, reserves easements over the Condominium Property as necessary to complete future developments, if any, including construction access and utilities.
- (i) Special Telephone Services. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any telephone system whether Property based, cellular or the future equivalent (including any and all related conduits, wires and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominee) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as "the Telephone System"), (ii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the Telephone System or any part thereof, and (iii) the right to provide (or cause to be provided) mandatory or non-mandatory services to Units through the Telephone System (and related, ancillary services), and to retain or assign the charges collected from Owners therefor.
- (j) Additional Easements. The Developer (for as long as it retains control of the Association) and the Association, thereafter, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, water, cable television, hurricane shutters, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.
- (k) Cross-Use Easements. The Developer for itself and its successors and assigns reserves a perpetual non-exclusive ingress and egress easement across the Condominium Property for the purpose of all development and construction activities necessary to implement the development plan for the Condominium Property. Additionally, the Commercial Owner and its tenants, shall have a non-exclusive easement of ingress and egress through the lobby of Building H for purposes of accessing the Shared Parking Garage. Without limiting the generality of the non-exclusive easement of ingress and egress through the lobby of Building H, the Condominium Association shall

have the right to lock such lobby and provide entry only through controlled access measures. The Condominium and the Commercial Owner shall each have non-exclusive easements over and across such portions of the Air Rights Parcel and Commercial Component as are necessary for carrying out their respective maintenance and repair obligations for such areas.

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- (l) Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the Property, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Developer and/or Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.
- 3.5 The Master Association. The Condominium is part of the Property comprising The Borland Center Owners Association, Inc. and, therefore, will be subject to the Master Covenants. The Master Covenants also contain certain rules, regulations and restrictions relating to the use of such Common Areas as well as the Condominium Property (including Units). The Association will be a member of the Master Association and will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners (and other members of the Master Association) for a pro-rata share of the expenses of the operation and maintenance of the Common Areas under the Master Covenants serving the Condominium Property and the access easement areas and access roads to the Condominium Property (including the management fees relating to) of such Common Areas and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Master Covenants, the Unit Owners shall be entitled to use all of said Common Areas in accordance with and subject to the terms of the Master Covenants. The Master Association may impose certain obligations on the Association including, but not limited to, obligating the Association to collect Assessments due the Master Association despite the fact that such Assessments are not Common Expenses of the Condominium. Nothing in the Master Covenants conflicts with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.

4. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.**

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall exist, except as provided herein with respect to termination of the Condominium.

5. **OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.**

- 5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of

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the Common Expenses, appurtenant to each Unit, is set forth in Exhibit "C" attached hereto and made a part hereof. All persons are hereby notified that such percentage shares were calculated in accordance with approximate adjusted square footage computations of the Units in relation to the total square footage of all the Units.

Voting. An Owner or Owners of a single Residential Unit shall collectively be entitled to one (1) vote which vote shall be cast by the Voting Member. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President and attested by the Secretary or the Assistant Secretary of the said corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by a General Partner. If a Unit is owned by a limited liability company, it shall designate a manager or member entitled to cast the Unit's vote by executing a certificate to be filed with the Association, signed by the manager or manager member. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by more than one person or by a corporation, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) They may, but they shall not be required to, designate a Voting Member; (b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

A person or entity owning more than one Residential Unit may be designated as a voting member for each such Residential Unit which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Unit. Failure by all Owners of a Residential Unit to file the aforementioned written statement with the Secretary prior to or at a members' meeting will result in depriving such Owners of a Residential Unit of a vote at such meeting.

6. **AMENDMENTS.** Except as elsewhere provided herein, amendments may be effected as follows:

6.1 **By the Association.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the voting interests of Units of the Association. Except as elsewhere provided, approvals must be by affirmative vote of:

Unit Owners in excess of sixty-six and two-thirds (66-2/3%) percent of the Units in the Condominium and by not less than sixty-six and two-thirds (66-2/3%) percent of the Board of Directors of the Association; or

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Unit Owners in excess of seventy-five (75%) percent of the Units in the Condominium.

- 6.2 Amendments Prior to Turnover. During the period of Developer control, the Declaration, Articles of Incorporation or the By-Laws of the Association may be amended by the Developer to correct an omission or error, or to effect any other amendment, except that this procedure for amendment may not be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing.
- 6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration, and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Palm Beach County.
- 6.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Condominium Parcel shares the Common Expenses of the Condominium and owns the Common Elements and Common Surplus of the Condominium, (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens on the Unit, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of seventy five (75%) percent of the Voting Interest of Unit Owners. No amendment may be adopted which would materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld. The acquisition of property by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units and accordingly, shall not constitute a Material Amendment.

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance; nor shall an amendment make any change in the Sections hereof entitled "Insurance," "Reconstruction or Repair after Casualty," or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment; without limiting the generality of the foregoing, nor shall any amendment change the provisions of "Sections 23.17 thru 23.19" without the consent of the Developer as any amendment to said Sections would affect the Developer's rights and responsibilities. The provisions of this Section 6.4 may not be amended in any manner.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted and the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use

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underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to affect such change whatsoever, except for an amendment to affect a Material Amendment, which must be approved, if at all, in the manner set forth in this Section 6.4. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.

7. **MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS AND COMMON ELEMENTS AND SHARED COMPONENTS.**

The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than as specifically set forth in this Declaration and other than certain of the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner) and the cost and expense of all of such protection, maintenance, repair and replacement shall be a Common Expense. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows the entrance door, garage door, if any and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment serving solely the applicable Unit, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The Unit Owner shall also maintain, repair and replace, at his, her or its sole, cost and expense, all portions of any hurricane shutter(s) that the Unit Owner may install, upon prior written approval of the Association, including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached, (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), whereupon the maintenance, repair and replacement of such Limited Common Element shall be the responsibility of the Unit Owner) which the Unit Owner installs, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property.

7.1 **Common Elements.** Except to the extent expressly provided to the contrary herein (i.e., as to certain of the Limited Common Elements) all maintenance, repairs and replacements in or to the Common Elements, including but not limited to the Life Safety Systems shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. For purposes hereof, Common Elements shall include all portions of the Condominium

(except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, chasing and load bearing columns; all of such portions of the Units contributing to the support of the Building; all conduits, chases, chase areas, ducts, plumbing, air-conditioning, wiring and other facilities for the furnishing of Utility Services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained; and all property owned by the Association. With respect to all incidental damage caused to a Unit by the above work; all painting of exterior parapet walls, terraces, and patios; the work shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.2 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are Limited Common Elements thereof, (except the portions to be maintained, repaired or replaced by the Association pursuant to the provisions hereof), shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided said equipment, fixtures or other items are Limited Common Elements. The Unit Owner shall maintain, repair and replace at his, her or its sole cost and expense, all portions of any hurricane shutter(s) which service said Unit Owners Unit and are appurtenant thereto, including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), which Limited Common Element maintenance, repair and replacement shall be the responsibility of the Unit Owner) which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property (none of the foregoing is intended to give any Unit Owner the right to install any hurricane shutters except in accordance with the provisions and restrictions contained in this Declaration). The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration and applicable law. Notwithstanding anything contained herein to the contrary, the Association shall not be liable or responsible for any loss or damage occasioned to any floor, ceiling, or wall covering of said areas which may be damaged as a result of the Association's obligation of maintenance, repair or replacement under this Article 7, and the Unit Owner shall bear the cost of any such loss or damage.

The air-conditioning and heating systems servicing a Unit are Limited Common Elements and each Unit Owner shall maintain, repair and replace, at his own expense, any portions of such systems within the Unit, including, but not limited to, filters, compressors, condensers, motors, fans and related parts.

Each Unit Owner shall have the obligation to maintain, repair, and replace at the Unit Owner's expense all fans, stoves, hot water heaters, refrigerators, appliances, equipment, and fixtures within that Unit Owner's Unit and each Unit Owner shall also have the obligation to maintain, repair, and replace, at the Unit Owner's expense, all connections and facilities within the Unit which provide, or are required to provide, Utility Services to the Unit.

Unit Owners shall not decorate or change the appearance or color of any portion of the exterior of the Building including, without limitation, doors and porches, patios, lanais, or terraces of the Unit, and a Unit Owner shall secure the prior written approval of the Association with respect to the color, type of material, setting material and other product and installation specifications, for the installation or replacement of any flooring on any, patios, lanais or terraces, prior to the installation of any of the same.

Unit Owners shall promptly report to the Association any defects in, or the need for repairs to, any Common Elements or Limited Common Elements that the Association is required to maintain, repair or replace hereunder.

No Unit Owner other than the Developer shall make any alterations in the portions of the Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Building or impair any easement.

A Unit Owner may not screen or enclose or modify any exterior terrace, lanais, patio or porches within the Building and there shall be no modification of screen cages except with the prior written approval of the Association. In addition, a Unit Owner may not install exterior lighting on the walls or ceilings of any such, terrace, lanais or patio.

Any expense for the maintenance (excluding painting, as provided above), repair or replacement (including but not limited to lawn care maintenance, landscaping, care of trees, shrubs or plants, if applicable) relating to Limited Common Element, patios, lanais, terraces, screen cages on terraces, lanais or patios, or planters shall be paid for by the owner of the Unit to which the, patio, lanais, terrace, or planter is appurtenant, and shall not be treated as a Common Expense of the Association.

Except for those Parking Garage Spaces located in the Common Area Parking Garage of the Master Association, all Parking Spaces, unless and until the exclusive right to use the same is assigned to a Unit Owner, shall be Common Elements of the Condominium Association.

The railings on the balconies, terraces and lanais appurtenant to Units other than those in the Air Rights Parcel shall be Common Elements of the Association. The maintenance, repair or replacement of all such railings on the balconies, terraces and lanais shall be by the Association and all costs and expenses for such maintenance, repair or replacement shall be a Common Expense of the Association. The railings on the balconies, terraces and lanais appurtenant to Units located in the Air Rights Parcel shall be Limited Shared Components, but the maintenance, repair or replacement of all such railings and all costs and expenses for such maintenance, repair or replacement shall be included in the allocation of Shared Component Costs to the Association and assessed to Unit Owners as a Common Expense of the Association.

- 7.3 Cost of Remedial Work. In the event that Association performs any remedial work on a Unit pursuant to this Article or any other provision herein, applicable covenants or deed restrictions, the costs and expenses thereof shall be deemed a charge under of this Declaration and may be immediately imposed by the Board of Directors of the Association. In order to discourage Unit Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge

to be a part of the aforesaid charge. No bids need to be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Association in its sole discretion.

The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs and expenses to the Association that cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate and shall carry with it costs and attorney's fees including costs and attorney's fees including costs and fees on appeal, incurred in collection.

7.4 Shared Components. The Commercial Owner shall be responsible for maintaining, repairing and replacing all of the Shared Components in accordance with the provisions of the Shared Component Agreement attached as Exhibit "F" to this Declaration, with the exception of the following Shared Components:

- (a) The non-structural portions and/or finishes on or within the areas designated as "Covered Porches" on the plot plans attached as Exhibit "B" hereto ("Residential Shared Components") shall be maintained, repaired and/or replaced by the Association, in the same manner as set forth above in Section 7.2, and the costs of such maintenance, repair and/or replacement shall be assessed to the Unit Owners as a Common Expense; and
- (b) The non-structural portions and/or finishes of each balcony appurtenant to and exclusively serving a Unit, as designated on the plot plans attached as Exhibit "B" hereto ("Limited Shared Components") shall be maintained (in the manner set forth in Section 7.2) by and at the expense of the Unit Owner of the Unit to which such balcony is appurtenant.

8. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION.** Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of One Hundred Thousand (\$100,000.00) Dollars in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by not less than sixty-six and two-thirds (66-2/3%) percent of the total votes of the Members of the Association present in person or by proxy at a meeting called for that purpose at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate One Hundred Thousand (\$100,000.00) Dollars or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year. No additions, alterations, or improvements to the Shared Components of Building H shall be made by the Association without the prior written approval of the Commercial Owner, provided that, if the Commercial Owner has failed to maintain, repair or replace any portion of the Shared Components for which it is obligated to maintain, repair and/or replace pursuant to the terms of this Declaration or the Shared Component Agreement attached as Exhibit "F" hereto, the Association shall have the authority to make such maintenance, repairs and/or replacement to the Shared Components so as to restore them to their originally developed condition.

9. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.**

9.1 **Consent of the Board of Directors.** No Unit Owner shall make any substantial addition, material alteration or improvement in or to the Common Elements, the Unit or any Limited Common Element, including, but not limited to, the installation of hurricane shutters, window boxes, screens, sliding glass doors, enclosure of, terrace area, awnings, hot tubs, trellises, satellite dish or antennae, or any other change to the physical appearance of the Building or, terraces, patio areas and roof areas. No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit without the prior written consent of the Board of Directors and without prior payment to the Association of a plan review fee in an amount to be determined by the Board of Directors. Any and all requests for electrical, mechanical and structural additions, alterations and improvements must be submitted with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request and all sealed plans and additional information requested are received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Association, through action of the President, may extend the thirty (30) day review period to meet unforeseen or emergency circumstances. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, the Declarant and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association.

Unit Owners may install Developer approved or Board approved hurricane shutters conforming to Board-adopted hurricane shutter specifications adopted by the Board, upon the prior written consent of the Board or Developer. With regard to the installation of hurricane shutters, the Board of Directors shall adopt hurricane shutter specifications for the Building, which specifications shall comply with the applicable governmental building code including without limitation all local building codes, and which shall include, but not be limited to, color, style and other factors deemed relevant by the Board of Directors. Unit Owners shall be responsible for properly installing their hurricane shutters when weather conditions so require. Notwithstanding the foregoing, no hurricane shutters may be placed over window or door openings of a Unit until such time as there is a tropical storm watch or hurricane watch issued by the National Weather Center or other recognized weather forecaster for Palm Beach County. All hurricane shutters must be removed within forty-eight (48) hours after such watch or warning has been lifted. The Association shall have the right, but not the obligation, to install or remove such approved hurricane shutters, whether on or within the Common Elements, Limited Common Elements, Units or Association Property, upon the issuance of a hurricane warning, or in order to preserve and protect the Condominium Property and Association Property, in the Association's sole discretion, for any Unit in which the Unit

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Owner is absent or has not installed said shutters, without the Unit Owner's permission. The installation, replacement, and maintenance of hurricane shutters in accordance with the specifications adopted by the Board shall not be deemed a material alteration or substantial addition to the Common Elements, and same shall only require Board approval. The Association shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board of Directors of the Association.

The Board may appoint an architectural control committee to assume the foregoing functions on behalf of the Board and to make recommendations to the Board.

- 9.2 Weight and Sound Restrictions. Other than as to bathrooms and balconies which are not physically located over and/or above the living areas of another Unit, hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in the Unit or Limited Common Elements unless installation of such materials is in accordance with the Rules of the Association and prior notice is given to the Association. All other areas of the Unit are to receive sound absorbent, less dense floor coverings, such as carpeting. A request for use of a hard and/or heavy surface floor covering in any location in the Unit, other than bathrooms and balconies, must be submitted to the Board of Directors of the Association and also meet applicable structural and sound abatement requirements. Also, the installation of any improvement or heavy object must be submitted to in advance and approved in writing by the Board of Directors of the Association, and be compatible with the structural design of the Building.

Prior to the installation of hard surfaced flooring, the Unit Owner must provide the Association with technical data for the complying weight and thickness of the sound control underlayment product that meets or exceeds the Association's standards and minimum requirement for sound control underlayment as adopted by the Board of Directors of the Association, from time to time. The Board reserves the right to revise or modify the standards and minimum requirements for sound control underlayment from time to time. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on balconies and terraces. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations after notice to the Unit Owner. The Association shall have the right to charge a Unit Owner for the removal of any materials which are in violation of the sound control standards and shall also be entitled to a lien on the Condominium Parcel as provided in Section 718.116(5)(b), Florida Statutes. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

- 9.3 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems. Association shall not make any additions, alterations or improvements to the Life Safety Systems without the prior consent of the appropriate governmental authority if so required. No lock, padlock, hasp, bar, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on

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which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever or by the Association without the Association obtaining the consent of the applicable governmental authority having jurisdiction over same. Locks on unit service entry doors shall be of the "non-self locking" type and must require the use of a key to lock from the stairwell side. All means of egress must permit unobstructed travel at all times. No barrier including, but not limited to personality, shall impede the free movement ingress and egress.

9.4 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Section 9 shall not apply to Developer owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (i) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements, and the combining of all or any part of any number of Units that are adjacent to each other into one Unit); and (ii) expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration (and any zoning or other governmental approvals required in connection therewith) required by a change made by the Developer pursuant to this Section 9.3 shall not be deemed a Material Amendment, and no such amendment shall be deemed to be a material altering of this Declaration in a manner that is adverse to Unit Owners or prospective Unit Owners (contract purchasers of Units) under the Act or the rules and regulations adopted with respect thereto. This section shall not apply to matters under Section 718.110(4) or 718.110(8), Florida Statutes.

10. CHANGES IN DEVELOPER OWNED UNITS. The Developer reserves the right to make alterations or improvements in the interior design or layout of any Developer owned Units, and in any Common Elements within or adjacent to the Units as necessary to implement such changes to the Unit; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units shall not be changed by reason thereof and if any such change results in an amendment that is deemed to be a material amendment, same shall be adopted in accordance with Section 6.

11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "D" and "E" annexed hereto), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements or to a Unit or Units. Unit Owners shall be required to deposit a Unit key with the Association in order to provide to the Association access to the Unit as contemplated herein.

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- (b) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair, replace and mortgage the Association Property.
 - (c) The power to acquire title to property upon the vote of a 66 2/3% of all the voting interests of the Units (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Association Property, including the right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
 - (d) The duty to maintain accounting records according to good accounting practices, which shall be open for inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
 - (e) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
 - (f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
 - (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units and the Condominium Property.
 - (h) The power to charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.
 - (i) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and

the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9 hereof. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law. The decision of a Unit Owner may be made by written consent or disapproval.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

12. **DETERMINATION OF COMMON EXPENSES, MASTER EXPENSES AND SHARED COMPONENT COSTS AND FIXING OF ASSESSMENTS AND SHARED COMPONENT IMPOSITIONS THEREFOR.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and the Shared Component Costs, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Additionally, the Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, maintenance and management of the property encumbered including, but not limited to, recreational facilities, whether or

not contiguous to the Condominium Property, to provide enjoyment, recreation or other use or benefit to the Condominium Unit Owners in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserve for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, the Shared Component Agreement, and applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

13. **COLLECTION OF ASSESSMENTS.**

13.1 **Liability for Assessments.**

- (a) A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while that person is the Unit Owner. In the case of a voluntary conveyance, the Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.
- (b) **Special and Capital Improvement Assessments.** In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvements Assessments" upon the following terms and conditions:
- (i) "Special Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
- (ii) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital

improvements located or to be located within the Common Elements or Association Property.

- (iii) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board.

13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as the Act may be amended from time to time) on Assessments and installments thereof not paid when due. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien is effective from and shall relate back to the recording of this Declaration. However, as to an Institutional First Mortgagee of record, the lien is effective as of the date of the recording 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 name and address of the Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner of the Condominium Parcel or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days prior written notice to the applicable Unit Owner, the Association may declare the Assessment installments for the remainder of the budget year in which a claim of lien has been filed to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Association may declare Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be immediately due and payable on the date the claim of lien is filed. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

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Except as may be otherwise provided by applicable law, the order of priority of liens hereunder shall be tax liens, first mortgage liens, liens for Association Assessments and liens for other Condominium Assessments.

13.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pending of the foreclosure action, the Association is entitled to the appointment of a receiver to collect such rental.

13.5 First Mortgagee. The liability of an Institutional First Mortgagee on a Unit, or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for unpaid Assessments (or installments thereof) that became due prior to the Institutional First Mortgagee's acquisition of title is limited to the lesser of:

- (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- (b) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonable discoverable by the mortgagee.

An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

13.6 Developer's Maintenance Guarantee. The Developer has guaranteed that the Assessments for Common Expenses of the Condominium imposed upon the Unit Owners other than Developer shall not increase over the amount set forth in the Statement of Guaranteed Assessments attached as

Exhibit "12" to the Developer Prospectus, commencing on the date the first Residential Unit in the Condominium is conveyed to a purchaser by the Developer and ending on the date that is three (3) months from the date of such conveyance. ("Initial Guarantee Period"). During the Initial Guarantee Period, the Developer will not be required to make payments for Assessments attributable to Units owned by the Developer, including but not limited to the full funding of the reserves unless properly waived, but, instead, will be obligated to pay any amount of Common Expenses incurred during that period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners. The foregoing provisions are pursuant to Florida Statutes Section 718.116(9)(a). After the Initial Guarantee Period, the Developer shall have the option, but not the obligation, to extend the guarantee for up to six (6) additional three-month periods commencing at the expiration of the Initial Guarantee Period. If the Guarantee Period expires, then the Developer shall pay Assessments on all Units owned by the Developer. No funds receivable from Unit purchasers or Owners and payable to the Association, including Capital Contributions or start up funds, or collected from Unit purchasers at closing, may be used for payment of such Common Expenses by the Developer on behalf of the Association prior to the expiration of the Developer's guarantee, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above.

The provisions of this Subsection 13.6 are paramount to and superior to the provisions of Subsections 5.1 and 13.1 of this Declaration as to the matters set forth in this Paragraph.

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- 13.7 Condominium Working Capital Fund. A contribution to the working capital fund in the amount of two (2) monthly assessments shall be payable to the Association at the time of closing. This contributions are not to be considered as advance maintenance payments or funds of the Association, but rather as a purchaser's share of the initial expenses of the Condominium itself, such as advance insurance premiums, other prepaid premiums, rentals, utility deposits, charges for service contracts, permits and licenses. In addition to the above, the Condominium working capital fund may be used for the purposes of emergency needs, initial items and non-recurring capital expenses. Developer may be entitled to be reimbursed for certain sums advanced by it pursuant to Section 718.116, Florida Statutes.
 - 13.8 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
 - 13.9 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.
 - 13.10 Use of Common Elements. The Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless otherwise provided for in this Declaration or by a majority vote of the Association or unless the charges relate to expenses incurred by a Unit Owner having exclusive use of the Common Elements or Association Property.
14. **INSURANCE.** Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions and, as applicable to Building H, by the provisions of the Shared Component Agreement attached as Exhibit "F" hereto:

14.1 Purchase, Custody and Payment.

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association (or the Commercial Owner, as provided in the Shared Component Agreement), and shall be issued by an insurance company authorized to do business in Florida, or by a surplus lines carrier reasonably acceptable to the Board.
- (b) Mortgagees. No policy or insurance coverage shall impair the security of the Primary Institutional First Mortgagee without its consent.
- (c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined in Subsection 14.6) (if appointed).
- (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

14.2 Coverage. A Unit-Owner controlled Association shall use its best efforts to maintain adequate insurance in compliance with the provision of the Act and covering the following, and if the Association is Developer-controlled, the Association shall exercise due diligence to obtain and maintain such insurance:

- (a) Casualty. The Buildings including all fixtures, installations or additions comprising that part of the Buildings within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, unit floor coverings, unit wall coverings and unit ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and also excluding hurricane shutters, and the following equipment if it is located within a Unit and the Unit Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacement of any of the

foregoing which are located within the boundaries of a Unit and serve only one Unit and compressors that service an individual Unit, whether or not located within the Unit boundaries or any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Act, as same may be amended or renumbered from time to time] and all Improvements located on the Common Elements from time to time, together with all fixtures, Building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than one hundred (100%) percent of the full insurable replacement value thereof, excluding foundation and excavation costs and a commercially reasonable deductible as determined by the Board. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

- (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
- (ii) Such Other Risks as from time to time are customarily covered with respect to Buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Primary Coverage. Every casualty or hazard insurance Policy, issued or renewed, to protect the Condominium shall provide primary coverage for:
- (i) All portions of the Condominium Property located outside the Units;
- (ii) The Condominium Property located inside the Units as such Property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they executed at the time the Unit was initially conveyed; and
- (iii) All portions of the Condominium Property for which this Declaration requires coverage.
- (c) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (d) Worker's Compensation and other mandatory insurance, when applicable.
- (e) Flood Insurance, if required by the Primary Institutional First Mortgagee or if the Association so elects.
- (f) Fidelity Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the

Association or its management agent at any one time, or in an amount not less than the minimum sum required by law. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. All persons providing management services to the Association and required to be licensed pursuant to law shall provide the Association with a certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required by law. The Association shall bear the cost of, or reimburse for the cost of, bonding.

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- (g) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (h) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, including, but not limited to Directors and Officer's liability insurance..
- (i) Adequate Insurance. Notwithstanding anything to the contrary contained herein, adequate insurance may include reasonable deductibles as determined by the Board of Directors.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

- 14.3 Additional Provisions. Upon and after turnover of control of the Association to non-developer Unit Owners all policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice of all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 14.5 Unit Owner Coverage. Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. Each Unit Owner shall provide the

Association with a copy of a binder, a policy or other proof satisfactory to the Association of said insurance coverage.

Every hazard insurance policy issued or renewed to an individual Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association. All real or personal property located within the boundaries of the Owner's Unit, which is excluded from the coverage provided by the Association as required herein, shall be insured by the individual Unit Owner.

14.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. The Insurance Trustee must be either a financial institution or trust company with FDIC Insurance and with offices in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but such shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

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- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs may be held by the Association to defer operating expenses or be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
 - (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in subsection 14.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
 - (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.
- 14.8 Damage Not Covered. The cost to repair any damage caused to a Common Element or other property owned by the Association by a Unit Owner or Unit which is not covered by insurance, including lack of coverage due to a deductible, shall be the responsibility of and shall be paid by said Unit Owner. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne by the Unit Owner sustaining the damage.
- 14.9 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact 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 to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 14.10 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 14.11 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 14.12 Insurance Trustee Optional. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder, which Insurance Trustee shall meet the requirements contained in Section 14.6 herein. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

14.13 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

14.14 Shared Components. With respect to the Shared Components of Building H and subject to the provisions of the Shared Component Agreement attached as Exhibit "F" hereto, the Commercial Owner shall be responsible for obtaining and maintaining all insurance required by law, including but not limited to that set forth more particularly in the Shared Component Agreement. To the extent the Commercial Owner fails to maintain such required insurance, the Condominium Association shall have the authority and obligation to purchase same on behalf of the Unit Owners in Building H and the cost of such insurance shall be allocated to the respective parties in the same manner as all other Shared Component Impositions. The provisions of the Shared Component Agreement shall govern with respect to the Shared Components of Building H in the event of any inconsistency between the provisions of this Declaration and the Shared Component Agreement.

15. **RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.**

15.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Notwithstanding the above, if seventy five (75%) percent or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning eighty (80%) percent of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for such appropriate relief as may be allowed by law instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are

insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than One Hundred Thousand (\$100,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than One Hundred Thousand (\$100,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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- (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and shall promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. 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 that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.4 Assessments for Reconstruction and Repair. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements. Costs on account of damage to the Optional Property shall be charged to each Unit Owner in proportion to the cost of repairing the damage suffered by each Unit Owner thereof, as determined by the Association.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

15.6 Shared Components. With respect to the Shared Components of Building H the provisions of the Shared Component Agreement shall govern issues related to the reconstruction or repair of the Shared Components following a fire or other casualty.

16. CONDEMNATION.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration, pursuant to Section 13 and applicable law.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

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(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:

- (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
- (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

- (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 16.4(c) hereof (the "Percentage Balance"); and
- (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

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- (d) **Assessments.** If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
 - (e) **Arbitration.** If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 **Taking of Common Elements.** Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 **Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16.8 **Shared Components.** With respect to the Shared Components of Building H the provisions of the Shared Component Agreement shall govern issues related to condemnation.

17. **OCCUPANCY AND USE RESTRICTIONS.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Residential Unit shall be used as a single family residence only, except as otherwise herein expressly provided. A Residential Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such trust, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit, including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Subsection 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices or management services.

Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than thirty (30) consecutive days without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17.1 and the Board of Directors of the Association shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

17.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Subsection 17.1 above.

17.3 Pets. Each Unit Owner (regardless of the number of Owners), may maintain no more than (1) dog not to exceed 60 pounds; or (2) dogs not to exceed 60 pounds in the aggregate in a Unit provided said pets are not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. All pets must be leashed and under the control of their handler at all times. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, as determined by the Association. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed and under the control of their handler at all times when outside the Unit. Pets may not be kept in the Common Element or in a Limited Common Element, nor be walked through or kept in the lobby, or other public areas of the Condominium. No pets shall be allowed at any time in any lakes, parks unless otherwise designated, pool or pool areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 18 hereof, violation of the provisions of this Subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

- 17.4 Alterations. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, satellite dish or antenna, machinery, pools, whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any exterior portion of the Building. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall cause or allow any mechanical, electrical or structural alterations, improvements or changes to the interior of any Unit without submitting professional sealed and prepared plans to the Association and without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 hereof).
- 17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection 17.7.
- 17.8 Leases. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. The Association must approve all lease applications and leases. A Unit Owner shall be prohibited from leasing the Residential Unit for more than one (1) separate term within a one (1) year period with a minimum term of ninety (90) days. For all leases with term of less than seven (7) months, the Unit Owner shall pay all applicable taxes to the appropriate local or state authority and shall obtain any landlord permit that may be required by the City of Palm Beach Gardens. The Association shall have the right to require a security deposit, a lease approval fee of \$50.00 and that a substantially uniform form of lease be used and copies of all Leases shall be provided to the Association. The lease shall include a provision permitting the Association authority and standing to evict any tenant of a Unit Owner who is in breach or violation of the lease agreement or this Declaration or the rules and regulations of the Association. The lease or rental shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner shall have the right to use the facilities and Common Elements to the exclusion of the other party. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and

all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Residential Unit. This Subsection shall also apply to subleases and assignments and renewals of leases of a Residential Unit. For the purposes of this Subsection 17.8, a corporate Unit Owner may allow its officers, directors, designees, and employees to use the Unit without it constituting a lease; provided, however, that corporate ownership may not be used to circumvent the rules and regulations covering the leasing of Units in the Condominium. This Subsection 17.8 may be amended only by the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of all Unit Owners.

- 17.9 Exterior Improvements; Landscaping. Without limiting the generality of Subsections 9.1 or 17.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside the Unit, other than potted plants.

Roof coverings or awnings by screening, or otherwise of, lanais, terraces or patios is prohibited. No articles except suitable furniture, plants and planters shall be placed on, terraces, lanais, patios or similar areas. No objects shall be hung from, terraces or lanais. No cloth, clothing, laundry, rugs, mops or any other article(s), shall be hung upon, or shaken from doors, windows, terraces, lanais or exterior walls. No Unit Owner may alter the configurations of such terraces, lanais, or hang plants, draperies, screens or other items therefrom, other than suitable potted plants.

Notwithstanding anything to the contrary contained herein or in the Association rules, any Unit Owner may display one portable, removable United States Flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day may display, in a respectful way, portable, removable official flags, not larger than 4½ feet by 6 feet.

- 17.10 Use of Flammables. No flammable, combustible or explosive fluids, chemicals or other substances or propane tanks may be kept in any Residential Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any terrace or lanais unless approved by Palm Beach County.
- 17.11 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

17.12 General Instructions on Unit Owner Modifications.

- (a) Any change made to the exterior of any Unit must be approved by the Association.
- (b) Unless otherwise approved by the Association, no Unit Owner may:
1. Change any color of the front door on a Unit.
 2. Add a front screen door to any unit.
 3. Change any exterior lighting fixtures.

4. Change exterior patio color or texture.
5. Install a front porch decoration (except for seasonal decorations).
6. Install front porch fencing or gating.
7. Install flower bed fencing.
8. Install any exterior wire or penetrate the exterior of the Unit or the roof for any reason.
9. Penetrate the firewall between Units.
10. Change any exterior door or exterior door locks unless they are the same type and color as the existing doors and locks.
11. Install a front door screen.

(c) No Unit Owner shall modify a garage so as to convert it to a living space.

(d) No Unit Owner shall modify or relocate air conditioning condensing Units nor install window air conditioners or window fans.

(e) No satellite dish equipment or antenna equipment may be attached to a Unit. Free standing satellite dishes of 18 inches or less may be placed upon patios only and must be installed by a licensed contractor.

17.13 Effect on Developer Association. The restrictions and limitations set forth in this Section 17, except Subsections 17.1, 17.2, 17.3 and 17.8, shall not apply to the Developer nor to Units owned by or leased to the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.14 Shared Components. With respect to the Shared Components of Building H the provisions of the Shared Component Agreement shall govern the use and occupancy thereof.

APPLICABLE WARRANTIES OF THE DEVELOPER, IF ANY, SHALL BE VOIDED BY VIOLATIONS OF THESE RESTRICTIONS AND REQUIREMENTS.

18. COMPLIANCE AND DEFAULT. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

18.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance

to hire an attorney to make a charge against the Unit Owner and Unit for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance extermination of pests, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

18.3 Fines. In the event a Unit Owner or occupant fails to observe and perform any of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable reasonable rules and regulations of the Association in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Unit Owner or tenant, signed by an officer of the Association in accordance with the procedures established in the rules and regulations of the Association.

18.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover from the other party the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

18.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

19. TERMINATION OF CONDOMINIUM. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty (80%) percent of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee, provided not more than 10 percent of the total voting interests of the Condominium have rejected the plan of termination (as that term is described in the Act) by negative vote or by providing written objections thereto. When the Board of Directors of the Association intends to terminate the Condominium, or dissolve the Association, the Board of Directors shall so notify the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") before taking any action to terminate the Condominium or the Association.

In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of Palm Beach County. The Association shall, within thirty (30) business days following such recordation provide the Division with a copy of such recorded certificate.

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This Section may not be amended without the consent of the Developer as long as it owns any Unit. The rights under this Section shall exist so long as the Developer holds a Unit for sale in the ordinary course of business. In the event of a termination of the Condominium, the owner(s) of the land shall be jointly and severally responsible for the operation and maintenance of the surface water management system serving the Condominium Property.

20. **RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's Members.

It is understood that certain portions of the lands, from time to time, may be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all Unit Owners or tenants, their mortgagees, and guests, invitees, employees and the Developer. It is the intention of this Declaration that the portions of the Common Elements of this Condominium which must be utilized for the above-described purposes be subject to the various easements created by this Declaration and all Exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforesaid shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license of right-of-way.

The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium Property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the

Condominium. The Unit Owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof; Developer's right to act as attorney-in-fact for the Unit Owners shall end at turnover or when Developer is no longer offering Units for Sale in the ordinary course of business.

21. **ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.**

21.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Institutional First Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

21.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

21.3 The approval of a Majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially alters, or adds, a provision relating to matters described in Sections 718.110(4) and 718.110(8) Florida Statutes.

22. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

23. **ADDITIONAL PROVISIONS.**

23.1 **Notices.** All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or by overnight mail or other express courier to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by

notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail or by overnight mail or other express courier to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper or on the date sent by overnight mail or other express courier, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur. Notwithstanding anything to the contrary contained herein, notices by electronic transmission shall be allowed as provided in the By-laws of the Association or by applicable law.

- 23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 23.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 23.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

23.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Subsection may not be amended without the consent of the Developer.

23.11 Sales Activity and Developer's Rights. Until the date that the Developer has completed and sold all of its Units within the Condominium, neither the Unit Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the Common Elements and the facilities within the Condominium until such date so as to facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials, and the maintenance of an administrative office. The Developer may use unsold Units as model Units or as sales offices for display purposes to prospective purchasers. The Developer shall have the right to use unassigned Parking Spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of the Developer. Additionally, without obtaining consent of any Tenants of Units, Developer or its employees or agents may be allowed access to any Unit for repairs or construction necessary in Developer's opinion to complete the Units for sale.

23.12 VENUE. EACH UNIT OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH UNIT OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THAT THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN PALM BEACH COUNTY. DEVELOPER HAS AN OFFICE IN PALM BEACH COUNTY AND EACH UNIT IS LOCATED IN PALM BEACH COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY.

23.13 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

23.14 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no

way define or limit the scope of the particular document or any provision thereof.

23.15 Access of Developer to Building and Units and to Reports. For as long as Developer remains liable to the Condominium Association or any Unit Owner, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time upon the granting of access thereto by the Condominium Association or a Unit Owner, as the case may be, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect.

For as long as the Developer remains liable to the Association or any Unit Owner under any warranty, whether statutory, express or implied, or for any act or omission of the Developer relative to the development, construction, sale and marketing of the Condominium, the Association shall furnish to the Developer all documentation prepared on behalf of the Association concerning the inspection, testing and surveying of the Common Elements or Units relative to analyzing such areas for compliance with all such warranties. Failure of the Association or of a Unit Owner to provide such access to reports and/or documentation shall result in the appropriate warranty being nullified and being of no further force or effect.

23.16 Parking Requirements. Parking requirements for the Condominium Property promulgated by the appropriate governmental authority having jurisdiction over same shall be complied with at all times.

23.17 Implied and Express Warranties. THE DEVELOPER EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES WITH REGARD TO ANY ASPECT OF THIS CONDOMINIUM, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE IMPLIED WARRANTIES PERTAINING TO THE DEVELOPER AS REQUIRED UNDER FLORIDA STATUTES SECTION 718.203.

23.18 Blocked View Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (i) maturation of trees and shrubbery, (ii) construction of other condominiums, or (iii) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements.

23.19 Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that the party or parties buying

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same shall comply with all requests of Section 558, Florida Statutes. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 23.19.

23.20 Mold and Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildews, toxins and/or fungi and to have released the Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

23.21 Unit Square Footage. Each Unit's percentage shall be calculated based upon the total square footage of each Unit in uniform relationships to the total square footage of each other Unit in the Condominium pursuant to Section 718, Florida Statutes. Notwithstanding the provisions of the above to the contrary each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section 23.21 Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit; provided, however, that nothing contained herein shall be deemed to limit or waive any rights of the Owners under Section 718, Florida Statutes.

23.22 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board

wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

This is not a certified copy

[SIGNATURE PAGE WILL FOLLOW]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed this 4th day of February, 2008.

Signed, sealed and delivered in the presence of:

This is not a certified copy

RESIDENCES AT MIDTOWN LIMITED PARTNERSHIP, a Florida limited partnership

By: Residences at Midtown, LLC a Florida limited liability company Its General Partner

By: Midtown Real Estate Partners Limited Partnership, a Florida limited partnership, its Sole Member and Manager

By: Midtown GP, Inc., a Florida corporation its General Partner

Karen D. Geller
Witness signature
Karen D. Geller

Witness print name

Nereida Perez-Alvarez
Witness signature
Nereida Perez-Alvarez

Witness print name

By: DAVID A. DEAN
Print Name
Title Authorized Representative

And

MAINSTREET AT MIDTOWN LIMITED PARTNERSHIP, a Florida limited partnership

By: Mainstreet at Midtown, LLC A Florida limited partnership

By: Midtown Real Estate Partners Limited Partnership, a Florida limited partnership, its sole Member and Manager

By: Midtown GP, Inc., a Florida corporation Its General Partner

Karen D. Geller
Witness signature
Karen D. Geller

Witness print name

Nereida Perez-Alvarez
Witness signature
Nereida Perez-Alvarez

Witness print name

By: DAVID A. DEAN
Print Name
Title Authorized Representative

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DAVID A. DEAN as Authorized Representative of Midtown GP, Inc., a Florida corporation, general partner of Midtown Real Estate Partners Limited Partnership, a Florida limited partnership its sole member and manager of Residences at Midtown, LLC, a Florida limited liability company as General Partner of Residences at Midtown Limited Partnership, a Florida limited partnership personally known to me () or who produced _____ as identification, and he acknowledged the execution thereof to be his free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 4th day of February, 2008



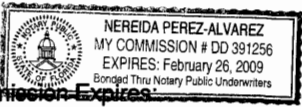
Nereida Perez-Alvarez
NOTARY PUBLIC, State of Florida

My Commission Expires:

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DAVID A. DEAN as Authorized Representative of Midtown GP, Inc., a Florida corporation, as general partner of Midtown Real Estate Partners Limited Partnership, a Florida limited partnership as sole member and manager of Mainstreet at Midtown, LLC, a Florida limited liability company as General Partner of Mainstreet at Midtown Limited Partnership, a Florida limited partnership personally known to me () or who produced _____ as identification, and he acknowledged the execution thereof to be his free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 4th day of February, 2008



Nereida Perez-Alvarez
NOTARY PUBLIC, State of Florida

My Commission Expires:

JOINDER

RESIDENCES AT MIDTOWN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, RESIDENCES AT MIDTOWN CONDOMINIUM ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 4 day of February, 2008.

Signed, sealed and delivered in the presence of:

RESIDENCES AT MIDTOWN CONDOMINIUM ASSOCIATION, INC. a not-for-profit corporation

Karen D. Geller
Witness signature
Karen D. Geller

Witness print name

Nereida Perez-Alvarez
Witness signature
Nereida Perez-Alvarez

Witness print name

By: Robert M. Skinner
ROBERT M. SKINNER President

Attest:

David A. Dean
Secretary DAVID A. DEAN

(CORPORATE

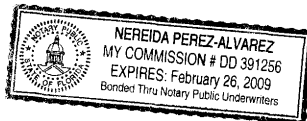
SEAL)
STATE OF FLORIDA)
:ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared ROBERT M. SKINNER and DAVID A. DEAN, as President and Secretary, respectively, of RESIDENCES AT MIDTOWN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, personally known to me () or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 4th day of FEBRUARY, 2008

Nereida Perez-Alvarez
Notary Public, State of Florida

Nereida Perez-Alvarez
Notary Public - print name



My Commission Expires:

JOINDER

BORLAND CENTER OWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, BORLAND CENTER OWNERS ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 4th day of February, 2008.

Signed, sealed and delivered in the presence of:

BORLAND CENTER OWNERS ASSOCIATION, INC.
a not-for-profit corporation

Rachel D. Keller
Witness signature
Rachel D. Keller

Witness print name

Nereida Perez-Alvarez
Witness signature
Nereida Perez-Alvarez

Witness print name

By: [Signature]
ROBERT M. SKINNER President

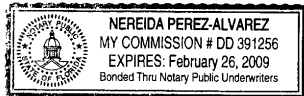
Attest:

N/A
Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) :ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared ROBERT M. SKINNER and N/A, as President and Secretary, respectively, of BORLAND CENTER OWNERS ASSOCIATION, INC., a Florida corporation not for profit, personally known to me () or who produced () as identification, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 4th day of February, 2008



[Signature]
Notary Public, State of Florida

Nereida Perez-Alvarez
Notary Public - print name

My Commission Expires:

JOINDER AND CONSENT OF MORTGAGEE

This is a copy of the original document.

Regions Bank, an Alabama state chartered bank, as successor by merger to AmSouth Bank, an Alabama state chartered bank, being the holder of that certain Mortgage and Security Agreement (the "Mortgage") recorded October 14, 2005, in Official Records Book 19414, Page 1 and amended in Official Records Book 20989, Page 143, together with the Assignment of Leases Rents or Contract Rights recorded in Official Records Book 19414, Page 20, and the Financial Statement recorded in Official Records Book 19414, Page 32, all of the Public Records of Palm Beach County, Florida, hereby consents to the filing of the foregoing Declaration of Condominium, Residences at Midtown, a Condominium, in accordance with the applicable provisions of Florida Statutes, Chapter 718.

Signed, sealed and delivered in the presence of:

Mary Ann
Signature

Mary Ann
Print Name

Linda Mackay
Signature

Linda Mackay
Print Name

Regions Bank, an Alabama state chartered bank, as successor by merger to AmSouth Bank, an Alabama state chartered bank

By: [Signature]

Name: DAVID J. KERN

Title: SVP

(Corporate Seal)

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 1st day of February, 2008 by David J. Kern, as SVP of Regions Bank, an Alabama state chartered bank, as successor by merger to AmSouth Bank, an Alabama state chartered bank, on behalf of the bank. He is personally known to me or has produced _____ as identification.

Linda Mackay
Notary Public
Name of Notary Printed:

My Commission Expires:



Declaration of Condominium

EXHIBIT "A"

LEGAL

This is not a certified copy

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT A

This is a preliminary drawing.

LEGAL DESCRIPTION:

TRACT "3", TOGETHER WITH A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 50.4 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD" 1929), BEING THE UNFINISHED CEILING BOUNDARY OF THE THIRD FLOOR OF THE BUILDING, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 32.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE SECOND FLOOR OF THE BUILDING, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";

THENCE SOUTH 01°22'25" WEST ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;

THENCE NORTH 88°37'35" WEST ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 1.87 FEET;

THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 41.31 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 24.41 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 0.87 FEET;

THENCE SOUTH 46°19'08" WEST, A DISTANCE OF 9.11 FEET;

THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 11.21 FEET;

THENCE SOUTH 46°19'08" WEST, A DISTANCE OF 22.47 FEET;

THENCE NORTH 43°40'52" WEST, A DISTANCE OF 11.77 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 18.15 FEET;

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 22.84 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 25.16 FEET;

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.17 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.75 FEET;

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.09 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.25 FEET;

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 9.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.33 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 9.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.41 FEET;

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.17 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.83 FEET;

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS



11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERT. NO. LB0003110



TRACT "3" AND A PORTION OF
TRACT "2", BORLAND CENTER

PROJECT NUMBER: 06-1320

FILE NAME: Sh1-Exh-A-Bldg-H-Cond-Parcel-Legal.dwg SHEET 1 OF 4

S:\Survey\05-1320-BORLAND CENTER\Exh-A-B-AIR RIGHTS PARCEL 01-21-08\Exh-A-B-Bldg H-AIR RIGHTS PARCEL\Sub-A-Bldg H-Cond-Parcel-Legal.dwg, 2/4/2008 2:40:10 PM, WELL PRINTER.pcl

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT A

This document is a legal document and should not be used for any other purpose.

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 22.84 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 25.16 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.17 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 53.99 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 10.00 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 9.62 FEET;
 THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.08 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 20.90 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 15.06 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 4.56 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 4.00 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 11.18 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 1.24 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 5.49 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 15.06 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 15.06 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;

S:\Survey\05-1320-BORLAND CENTER\Exh-A-B-AIR RIGHTS PARCEL 01-21-08\Exh-A-B-Bldg H-AIR RIGHTS PARCELS\2-Exh-A-Bldg-H-Cond-Parcel-Legal.dwg, 2/4/2008 2:42:48 PM, WELLS PRINTER.pc3

<p>CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 11101 SOUTH CROWN WAY, SUITE 1 WELLINGTON, FLORIDA 33414 (561) 791-9280 CERT. NO. LB0003110 </p>	<p>TRACT "3" AND A PORTION OF TRACT "2", BORLAND CENTER</p> <p>PROJECT NUMBER: 06-1320</p> <p>FILE NAME: Sh2-Exh-A-Bldg-H-Cond-Parcel-Legal.dwg SHEET 2 OF 4</p>
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM"
EXHIBIT A

THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 9.62 FEET;
 THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 01°19'06" EAST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 20.50 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 10.87 FEET;
 THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 17.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 49.6 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD" 1929), BEING THE UNFINISHED CEILING BOUNDARY OF THE THIRD FLOOR OF THE EASTERLY STAIRWAY, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 17.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE FIRST FLOOR OF THE EASTERLY STAIRWAY, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";

THENCE SOUTH 01°22'25" W ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;
 THENCE NORTH 88°37'35" W ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 6.93 FEET;
 THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 18.96 FEET TO THE POINT OF BEGINNING:
 THENCE SOUTH 01°19'06" WEST, A DISTANCE OF 9.33 FEET;
 THENCE NORTH 88°40'54" WEST, A DISTANCE OF 21.00 FEET;
 THENCE NORTH 01°19'06" EAST, A DISTANCE OF 9.33 FEET;
 THENCE SOUTH 88°40'54" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

S:\Survey\05-1320-BORLAND CENTER\Exh-A-B-AIR RIGHTS PARCEL\01-21-08\Exh-A-B-Bldg-H-AIR RIGHTS PARCEL\Legal.dwg, 2/4/2008 2:44:45 PM, WELL PRINTER.pc3

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS

11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERT. NO. LB0003110



TRACT "3" AND A PORTION OF TRACT "2", BORLAND CENTER

PROJECT NUMBER: 05-1320

FILE NAME: Sh3-Exh-A-Bldg-H-Cond-Parcel-Legal.dwg SHEET 3 OF 4

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT A

This is a Certified Copy

TOGETHER WITH:

A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 49.6 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD" 1929), BEING THE UNFINISHED CEILING BOUNDARY OF THE THIRD FLOOR OF THE WESTERLY STAIRWAY, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 17.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE FIRST FLOOR OF THE WESTERLY STAIRWAY, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";

THENCE SOUTH 01°22'25" W ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;

THENCE NORTH 88°37'35" W ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 226.06 FEET;

THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 01°19'06" WEST, A DISTANCE OF 9.33 FEET;

THENCE NORTH 88°40'54" WEST, A DISTANCE OF 21.00 FEET;

THENCE NORTH 01°19'06" EAST, A DISTANCE OF 9.33 FEET;

THENCE SOUTH 88°40'54" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 32.2 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD" 1929), BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE SECOND FLOOR OF THE BUILDING, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 17.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE FIRST FLOOR OF THE BUILDING, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";

THENCE SOUTH 01°22'25" W ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;

THENCE NORTH 88°37'35" W ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 139.37 FEET;

THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 44.20 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 41.39 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.16 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 40.15 FEET;

THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 10.43 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 1.24 FEET;

THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 0.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA CONTAINING 320,818 NET SQUARE FEET, MORE OR LESS.

S:\Survey\05-1320-BORLAND CENTER Vch-A-B-AIR RIGHTS PARCEL Vch-A-Bldg-H-Cond-Parcel-Legal.dwg, 2/4/2008 2:47:39 PM, WELL-PRINTER.pc3

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 11101 SOUTH CROWN WAY, SUITE 1 WELLINGTON, FLORIDA 33414 (561) 791-9280 CERT. NO. LB0003110		TRACT "3" AND A PORTION OF TRACT "2", BORLAND CENTER PROJECT NUMBER: 06-1320 FILE NAME: Sh4-Exh-A-Bldg-H-Cond-Parcel-Legal.dwg SHEET 4 OF 4
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EXHIBIT "B"

**DESIGNATION OF UNITS, SURVEY, PLOT PLAN, AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS**

This is not a certified copy

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

SURVEYOR'S NOTES:

1. HORIZONTAL DIMENSIONS FOR THE UNIT BOUNDARIES ARE SHOWN TO THE NEAREST TENTH (0.1') OF A FOOT AND VERTICAL ELEVATIONS ARE SHOWN TO THE NEAREST TENTH (0.1') OF A FOOT.
2. INTERIOR BUILDING WALL WIDTHS VARY; EXTERIOR WALL WIDTHS VARY.
3. CHASES, COLUMNS AND SHEAR WALLS WITHIN EACH UNIT, IF ANY, ARE COMMON ELEMENTS, AND AS TO BUILDING H ONLY, TO THE EXTENT THEY ARE STRUCTURAL, ARE SHARED COMPONENTS.
4. WALLS AND COLUMNS SEPARATING UNITS ARE COMMON ELEMENTS, AND AS TO BUILDING H ONLY, TO THE EXTENT THEY ARE STRUCTURAL, ARE SHARED COMPONENTS.
5. WALLS AND COLUMNS SEPARATING UNITS FROM COMMON ELEMENTS ARE COMMON ELEMENTS, AND AS TO BUILDING H ONLY, TO THE EXTENT THEY ARE STRUCTURAL, ARE SHARED COMPONENTS.
6. ELEVATORS, AND ALL EQUIPMENT SERVICING SAME, ARE COMMON ELEMENTS.
7. ALL PARKING SPACES LOCATED UPON TRACT 3 ARE COMMON ELEMENTS, UNLESS ASSIGNED; PARKING SPACES LOCATED UPON TRACT 3 AND ASSIGNED TO A UNIT ARE LIMITED COMMON ELEMENTS; PARKING GARAGE SPACES LOCATED UPON TRACT 4 ARE COMMON AREAS OF THE MASTER ASSOCIATION AND MAY BE ASSIGNED TO A UNIT AS AN ADDITIONAL PARKING GARAGE SPACE, WHEREUPON SUCH PARKING GARAGE SPACE SHALL BE A LIMITED COMMON AREA PARKING GARAGE SPACE; LIMITED COMMON AREA PARKING SPACES ARE NOT A PART OF THE CONDOMINIUM.
8. AS TO BUILDINGS R1, R2 AND R3, ALL BALCONIES, WATER HEATERS, AIR CONDITIONING EQUIPMENT AND AIR CONDITIONING CLOSETS SERVING ANY ONE UNIT ARE LIMITED COMMON ELEMENTS; AS TO BUILDING H, ALL BALCONIES ARE LIMITED SHARED COMPONENTS, ALL COVERED PORCHES ARE RESIDENTIAL SHARED COMPONENTS, AND ALL WATER HEATERS AND AIR CONDITIONING EQUIPMENT SERVING ONE OR MORE UNITS TO THE EXCLUSION OF OTHER UNITS (WHETHER OR NOT LOCATED UPON THE CONDOMINIUM PROPERTY), ARE LIMITED COMMON ELEMENTS.
9. AS TO TRACT 3, ALL AREAS NOT INCLUDED IN THE UNIT BOUNDARIES ARE COMMON ELEMENTS; AS TO BUILDING H, ANY HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AND THE APPARATUS USED IN THE DELIVERY OF HVAC SERVICES TO BOTH THE CONDOMINIUM AIR RIGHTS PARCEL IN BUILDING H AND THE COMMERCIAL COMPONENT (AS DEFINED IN THE SHARED COMPONENTS AGREEMENT), AND NOT EXCLUSIVELY TO EITHER, ARE SHARED COMPONENTS.
10. CERTAIN STRUCTURAL COMPONENTS SERVICING BOTH THE CONDOMINIUM AIR RIGHTS PARCEL IN BUILDING H AND THE COMMERCIAL COMPONENT ARE SHARED COMPONENTS AND ARE NOT COMMON ELEMENTS OF THE CONDOMINIUM, ALL AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF THIS CONDOMINIUM AND IN THE SHARED COMPONENTS AGREEMENT.

S:\Survey\05-1320-BORLAND CENTER\Exh-A-B-AIR RIGHTS PARCEL 01-21-08\Exh-A-B-Bldg H-AIR RIGHTS PARCEL\Sh1-Exh-B-SURV NOTES.dwg, 2/5/2008 11:38:15 AM, WELL PRINTER.pc3

<p>CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS</p> <p>11101 SOUTH CROWN WAY, SUITE 1 WELLINGTON, FLORIDA 33414 (561) 791-9280 CERT. NO. LB0003110</p>	<p>BORLAND CENTER - TRACT "2" & "3" BUILDINGS H, R1, R2, R3 & R4 SURVEYOR'S NOTES</p> <p>PROJECT NUMBER: 05-1320</p> <p>FILE NAME: Sh1-Exh-B-SURV NOTES.dwg SHEET 1 OF 62</p>
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

SURVEYOR'S NOTES:

11. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
12. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
13. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT OF WAY LINE OF P.G.A. BOULEVARD (STATE ROAD # 786) PER BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN TO BEAR SOUTH 88°37'35" EAST.
14. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSYETLER", WHOSE PUBLISHED ELEVATION IS 15.299.
15. PARCEL IS LOCATED IN FLOOD ZONE B, AS PER FLOOD INSURANCE RATE MAP COMMUNITY- PANEL NUMBER 120221 0001 C, REVISED: JANUARY 6, 1988.

LEGEND:

AC = AIR CONDITIONER	○ CATV	CATV RISER	☆	METAL LIGHT POLE
△ = DELTA	☐	CATCH BASIN	○	MANHOLE (UNKNOWN)
D.E. = DRAINAGE EASEMENT	⌒	CURB INLET	(M)	MONITORING WELL
EXIST. = EXISTING	⊠	CONCRETE LIGHT POLE	○	NAIL & DISC
F.F. ELEV. = FINISHED FLOOR ELEVATION	⊠	CONCRETE MONUMENT	○ PM	PARKING METER
L = ARC LENGTH	○ CO	CLEAN OUT	☒ MB	MAIL BOX
L.A.E. = LIMITED ACCESS EASEMENT	☐	COLUMN	TEL	TELEPHONE RISER
LB = LICENSED BUSINESS	☐	CONCRETE POWER POLE	☐	ELECTRIC JUNCTION BOX
L.C.E. = LIMITED COMMON ELEMENT	☒ EJB	ELECTRIC JUNCTION BOX	○ SMH	SANITARY MANHOLE
(M) = MEASURED	EM ☐	ELECTRIC METER	○ SO	STUB OUT
- - - - - NON-VEHICULAR ACCESS LINE	○ EMH	ELECTRIC MANHOLE	○ SPR	SPRINKLER
ORB = OFFICIAL RECORD BOOK	☐ FH	GUY WIRE	○ SDMH	STORM DRAIN MANHOLE
OHW = OVERHEAD WIRE	☐ GM	GAS METER	○ SNS	SANITARY SERVICE
PB = PLAT BOOK	○ GMH	GAS MANHOLE	☒ STP	STAND PIPE
PG = PAGE	☐	GROUND LIGHT	☒ SV	SEWER VALVE
PBCR = PALM BEACH COUNTY RECORDS	☐	GUY POLE	S.U.A.	SEACOAST UTILITY AUTHORITY
(P) = PLAT	☐ GSV	GAS VALVE	○ TMH	TELEPHONE MANHOLE
R = RADIUS	☐ ICV	HANDICAP MARKER	☐ UR	UTILITY RISER
● = SET 5/8" IRON ROD AND CAP "LB 3110"	○	IRRIGATION CONTROL VALVE	U.E.	UTILITY EASEMENT
○ = SET NAIL & DISC "LB 3110"	● IR&C	IRON PIPE	○ WS	WATER LINE SERVICE
○ ARV	☐	IRON ROD AND CAP	☐ WM	WATER METER
☒	☐	LIGHT POLE	☒ WV	WATER VALVE
☒	☐	POINT OF BEGINNING	○	WOOD POWER POLE
☒	☐	POINT OF COMMENCEMENT	☐ YD	YARD DRAIN
☒	☐	LANDSCAPE BUFFER EASEMENT	L.M.E.	LAKE MAINTENANCE EASEMENT
NTS	☐	LAKE MAINTENANCE ACCESS EASEMENT	P.A.E.	PEDESTRIAN ACCESS EASEMENT
B.S.E.				
(C)				
CPS				

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS



11101 SOUTH CROWN WAY, SUITE 1
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CERT. NO. LB0003110



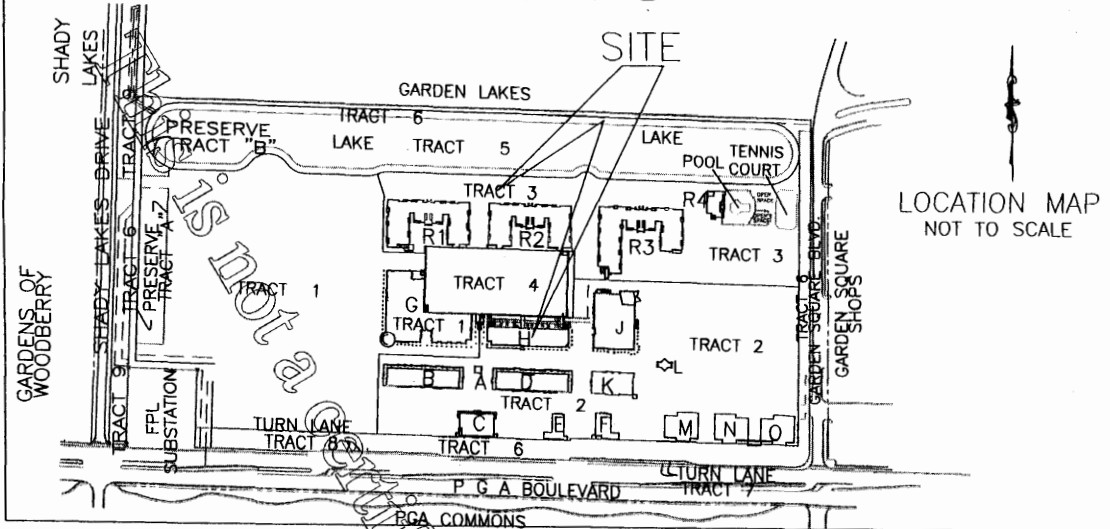
**BORLAND CENTER - TRACT "2" & "3"
BUILDINGS H, R1, R2, R3 & R4
SURVEYOR'S NOTES**

PROJECT NUMBER: 05-1320

FILE NAME: Sh2-Exh-B-SURY NOTES.dwg

SHEET 2 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



LEGAL DESCRIPTION:

TRACT "3", TOGETHER WITH A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 50.4 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD 1929"), BEING THE UNFINISHED CEILING BOUNDARY OF THE THIRD FLOOR OF THE BUILDING, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 32.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE SECOND FLOOR OF THE BUILDING, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

- COMMENCE AT THE NORTHERLY MOST-NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";
- THENCE SOUTH 01°22'25" WEST ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;
- THENCE NORTH 88°37'35" WEST ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 1.87 FEET;
- THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 41.31 FEET TO THE POINT OF BEGINNING;
- THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 24.41 FEET;
- THENCE NORTH 88°40'52" WEST, A DISTANCE OF 0.87 FEET;
- THENCE SOUTH 46°19'08" WEST, A DISTANCE OF 9.11 FEET;
- THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 11.21 FEET;
- THENCE SOUTH 46°19'08" WEST, A DISTANCE OF 22.47 FEET;
- THENCE NORTH 43°40'52" WEST, A DISTANCE OF 11.77 FEET;
- THENCE NORTH 88°40'52" WEST, A DISTANCE OF 18.15 FEET;
- THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;
- THENCE NORTH 88°40'52" WEST, A DISTANCE OF 22.84 FEET;
- THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;
- THENCE NORTH 88°40'52" WEST, A DISTANCE OF 25.16 FEET;
- THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;
- THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.17 FEET;
- THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;
- THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.75 FEET;
- THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;
- THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.09 FEET;
- THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;


S:\Survey\05-1320-BORLAND CENTER\Exh-B-AJR RIGHTS PARCEL 01-21-08\Exh-A-B-Bldg-H-AJR RIGHTS PARCEL\Sh3-Exh-B-Bldg-H-Cond-Parce-Legal.dwg, 2/5/2008 11:41:34 AM, WELL PRINTER.pc3

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 11101 SOUTH CROWN WAY, SUITE 1 WELLINGTON, FLORIDA 33414 (561) 791-9280 CERT. NO. LB0003110	TRACT "3" AND A PORTION OF TRACT "2", BORLAND CENTER
	PROJECT NUMBER: 05-1320 FILE NAME: Sh3-Exh-B-Bldg-H-Cond-Parce-Legal.dwg SHEET 3 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.25 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 9.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.33 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 9.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.41 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.17 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 12.83 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 22.84 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 7.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 25.16 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 7.64 FEET;
 THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.17 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 53.99 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 10.00 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 9.62 FEET;
 THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 20.50 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 15.06 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 4.56 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 4.00 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 11.18 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 1.24 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 5.49 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 15.06 FEET;

S:\Survey\05-1320-BORLAND CENTER\Exh-A-B-AIR RIGHTS PARCEL 01-21-08\Exh-A-B-Bldg-H-AIR RIGHTS PARCEL\Sh4-Exh-B-Bldg-H-Cond-Parcel-Legal.dwg, 2/5/2008 11:43:03 A.M., WELL PRINTER.pc3

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 CERT. NO. LB0003110

**TRACT "3" AND A PORTION OF
TRACT "2", BORLAND CENTER**
 PROJECT NUMBER: 05-1320
 FILE NAME: Sh4-Exh-B-Bldg-H-Cond-Parcel-Legal.dwg SHEET 4 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 15.06 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 9.62 FEET;
 THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 20.50 FEET;
 THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 46°19'08" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 10.87 FEET;
 THENCE SOUTH 43°40'52" EAST, A DISTANCE OF 3.90 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 6.18 FEET;
 THENCE NORTH 01°19'08" EAST, A DISTANCE OF 2.76 FEET;
 THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 14.17 FEET TO THE POINT OF BEGINNING.


TOGETHER WITH:

A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 49.6 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD" 1929), BEING THE UNFINISHED CEILING BOUNDARY OF THE THIRD FLOOR OF THE EASTERLY STAIRWAY, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 17.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE FIRST FLOOR OF THE EASTERLY STAIRWAY, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";

THENCE SOUTH 01°22'25" W ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;
 THENCE NORTH 88°37'35" W ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 6.93 FEET;
 THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 18.96 FEET TO THE POINT OF BEGINNING;
 THENCE SOUTH 01°19'06" WEST, A DISTANCE OF 9.33 FEET;
 THENCE NORTH 88°40'54" WEST, A DISTANCE OF 21.00 FEET;
 THENCE NORTH 01°19'06" EAST, A DISTANCE OF 9.33 FEET;
 THENCE SOUTH 88°40'54" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

S:\Survey\05-1120-BORLAND CENTER\Ext-A-B-AIR RIGHTS PARCEL\Sh5-Exh-B-Bldg-H-Cond-Parcel-Legal.dwg, 2/5/2008 11:44:36 AM, WELL PRINTER, p.3

 CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 11101 SOUTH CROWN WAY, SUITE 1 WELLINGTON, FLORIDA 33414 (561) 791-9280 CERT. NO. LB0003110	TRACT "3" AND A PORTION OF TRACT "2", BORLAND CENTER
	PROJECT NUMBER: 05-1320 FILE NAME: Sh5-Exh-B-Bldg-H-Cond-Parcel-Legal.dwg SHEET 5 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

TOGETHER WITH:

A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 49.6 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD" 1929), BEING THE UNFINISHED CEILING BOUNDARY OF THE THIRD FLOOR OF THE WESTERLY STAIRWAY, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 17.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE FIRST FLOOR OF THE WESTERLY STAIRWAY, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";

THENCE SOUTH 01°22'25" W ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;

THENCE NORTH 88°37'35" W ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 226.06 FEET;

THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°19'06" WEST, A DISTANCE OF 9.33 FEET;

THENCE NORTH 88°40'54" WEST, A DISTANCE OF 21.00 FEET;

THENCE NORTH 01°19'06" EAST, A DISTANCE OF 9.33 FEET;

THENCE SOUTH 88°40'54" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A CUBICAL OF SPACE AIR RIGHTS PARCEL LYING IN A PORTION OF TRACT "2", BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE UPPER BOUNDARY OF WHICH IS ELEVATION 32.2 FEET, NATIONAL GEODETIC VERTICAL DATA OF 1929 ("NGVD" 1929), BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE SECOND FLOOR OF THE BUILDING, AND THE LOWER BOUNDARY OF WHICH IS ELEVATION 17.2 FEET, NGVD 1929, BEING THE UNFINISHED UPPER SURFACE OF THE FLOOR SLAB OF THE FIRST FLOOR OF THE BUILDING, AND THE EXTERIOR PERIMETRICAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "2", SAID POINT ALSO LYING ON THE EAST LINE OF TRACT "4";

THENCE SOUTH 01°22'25" W ALONG THE WEST LINE OF SAID TRACT "2", A DISTANCE OF 111.00 FEET;

THENCE NORTH 88°37'35" W ALONG THE NORTH LINE OF SAID TRACT "2", A DISTANCE OF 139.37 FEET;

THENCE SOUTH 01°22'25" WEST, A DISTANCE OF 44.20 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°19'08" WEST, A DISTANCE OF 41.39 FEET;

THENCE NORTH 88°40'52" WEST, A DISTANCE OF 11.16 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 40.15 FEET;

THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 10.43 FEET;

THENCE NORTH 01°19'08" EAST, A DISTANCE OF 1.24 FEET;

THENCE SOUTH 88°40'52" EAST, A DISTANCE OF 0.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA CONTAINING 320,818 NET SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS SHOWN HEREON ARE PER BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT OF WAY LINE OF P.G.A. BOULEVARD (STATE ROAD # 786) PER BORLAND CENTER REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 35 THROUGH 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN TO BEAR SOUTH 88°37'35" EAST.
4. PROPERTY CORNERS COULD NOT BE SET AT BUILDING "H" AS SHOWN ON SHEETS 7 THROUGH 10 INCLUDED HEREON.

LEGEND:

N.T.S.	NOT TO SCALE	P.O.C.	PONT OF COMMENCEMENT
P.B.C.R.	PALM BEACH COUNTY	R/W	RIGHT OF WAY
PGS.	PAGES	S.U.A.	SEACOAST UTILITY AUTHORITY
P.B.	PLAT BOOK	U.E.	UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING		

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(561) 781-9280
CERT. NO. LB0003110



TRACT "3" AND A PORTION OF TRACT "2", BORLAND CENTER

PROJECT NUMBER: 05-1320

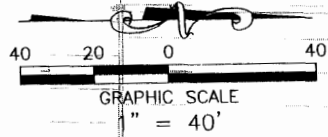
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S:\Survey\05-1320-BORLAND CENTER\Exh-A-B-AIR RIGHTS PARCEL 01-21-08\Exh-A-B-Bldg H-AIR RIGHTS PARCEL\Sh8-Exh-B-Bldg-H-Cond-Parcel-Legal.dwg, 2/27/2008 11:46:20 AM, WELL PRINTER.pcl

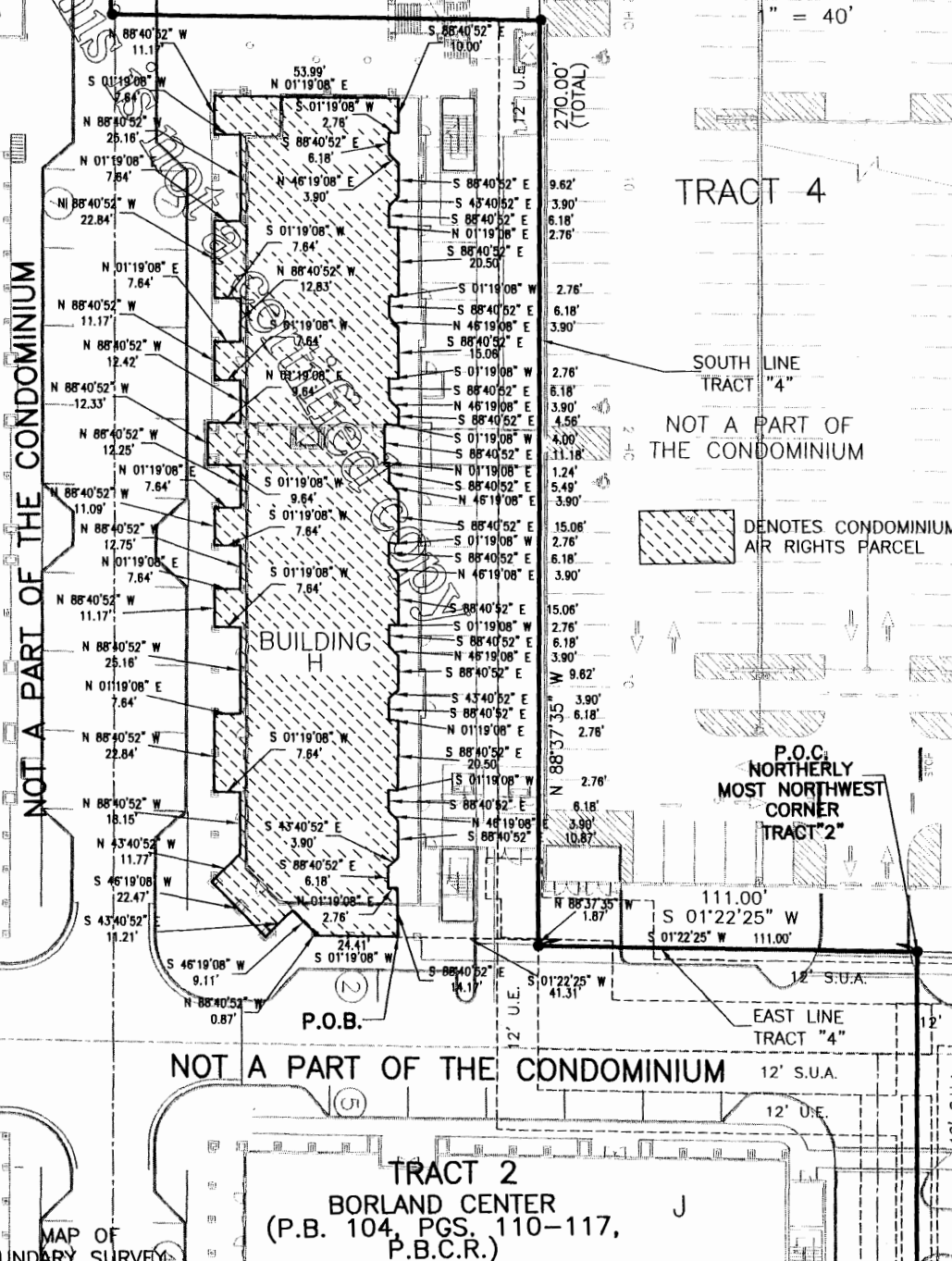
"RESIDENCES AT MIDTOWN, A CONDOMINIUM"

EXHIBIT B

TRACT 1 G



S:\Survey\05-1320-BORLAND CENTER-Exh-A-B-Air Rights Parcel-01-21-08-Exh-A-B-Bldg-H-Air Rights Parcel-01-21-08-Exh-A-B-Bldg-H-Cond-Parcel.dwg, 2/5/2008 11:49:18 AM, WELL, PRINTER.pc3



PORTION OF BUILDING H
CONDOMINIUM AIR RIGHTS PARCEL



CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERT. NO. LB0003110



REVISE PER ATTORNEYS COMMENTS	SWM	01/24/08	N / A	ROK
REVISE PER ATTORNEYS COMMENTS	SWM	03/16/08	N / A	ROK
SKETCH & DESCRIPTION	SWM	03/01/08	N / A	ROK
REVISION	DWN	DATE	FB/PG	CKD

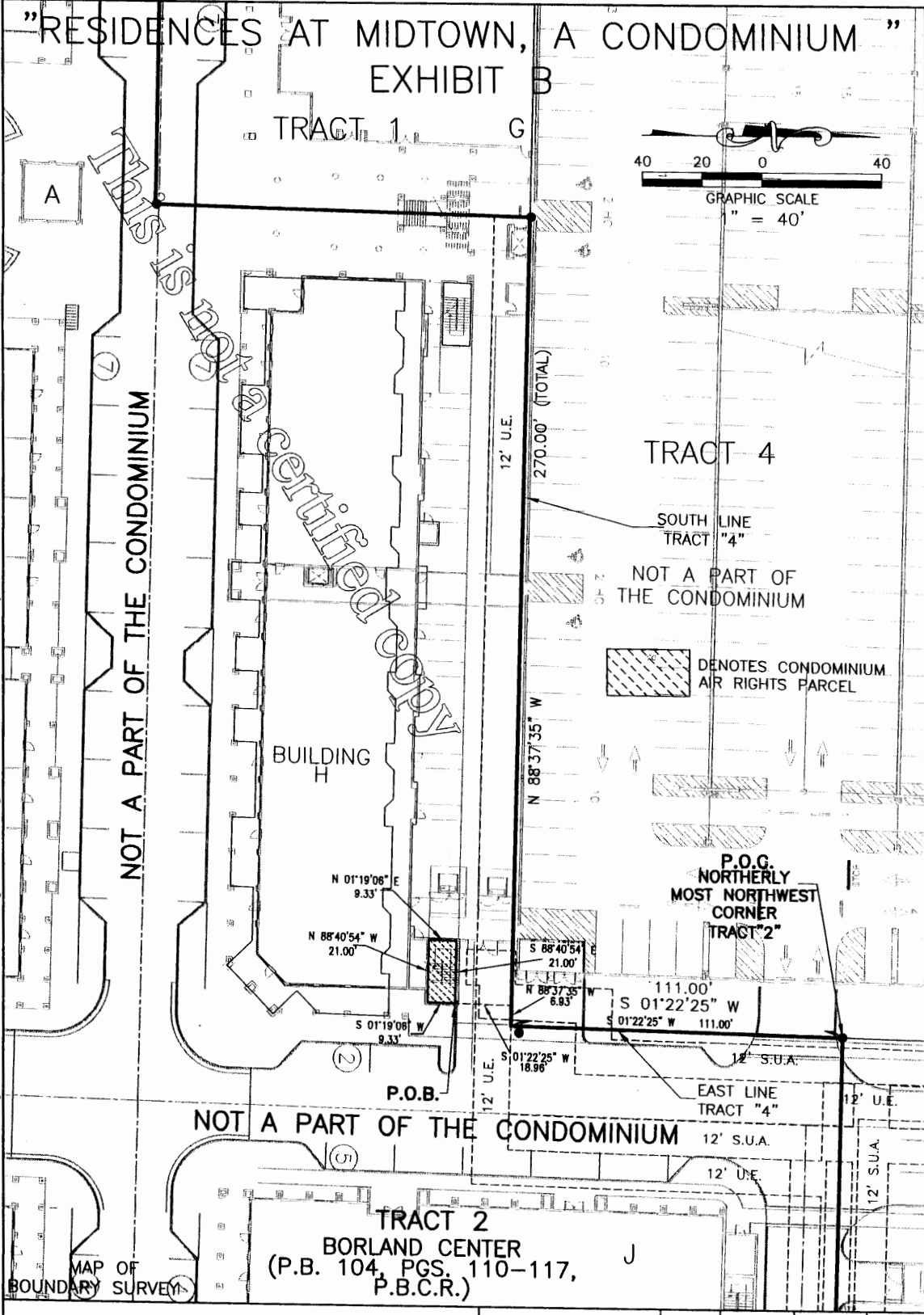
BORLAND CENTER - TRACT "2"
BUILDING H
CONDOMINIUM PARCEL

PROJECT NUMBER: 05-1320

FILE NAME: Sh7-Exh-B-Bldg-H-Cond-Parcel.dwg SHEET 7 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"
EXHIBIT B

S:\Survey\05-1320-BORLAND CENTER-Exh-A-B-AIR RIGHTS PARCEL-01-21-08-Exh-A-B-Bldg-H-AIR RIGHTS PARCEL-Sub-Ex-B-Bldg-H-Cond-Parcel.dwg, 2/2/2008, 11:52:15 AM, WELL, PRINTER, pc3



PORTION OF BUILDING H
CONDOMINIUM AIR RIGHTS PARCEL
EAST STAIRWAY

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERT. NO. LB0003110

REVISE PER ATTORNEYS COMMENTS	SWM	01/24/08	N / A	ROK
REVISE PER ATTORNEYS COMMENTS	SWM	03/16/08	N / A	ROK
SKETCH & DESCRIPTION	SWM	03/01/08	N / A	ROK
REVISION	DWN	03/01/08	FB/PG	CKD

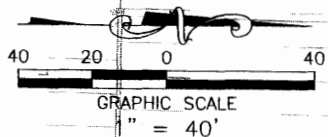
BORLAND CENTER - TRACT "2"
BUILDING H
CONDOMINIUM PARCEL

PROJECT NUMBER: 05-1320
FILE NAME: Sh8-Exh-B-Bldg-H-Cond-Parcel.dwg SHEET 8 OF 82

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"

EXHIBIT B

TRACT 1 G



A

This is not a certified copy

NOT A PART OF THE CONDOMINIUM

BUILDING H

P.O.B.

TRACT 4

SOUTH LINE TRACT "4"

NOT A PART OF THE CONDOMINIUM

DENOTES CONDOMINIUM AIR RIGHTS PARCEL

P.O.C. NORTHERLY MOST NORTHWEST CORNER TRACT "2"

12' U.E.
226.06'
N 88°37'35" W 270.00' (TOTAL)
N 88°37'35" W

111.00'
S 01°22'25" W
S 01°22'25" W 111.00'

12' S.U.A.

EAST LINE TRACT "4"

NOT A PART OF THE CONDOMINIUM

12' S.U.A.

12' U.E.

12' S.U.A.

TRACT 2
BORLAND CENTER
(P.B. 104, P.GS. 110-117,
P.B.C.R.)

MAP OF BOUNDARY SURVEY

PORTION OF BUILDING H
CONDOMINIUM AIR RIGHTS PARCEL
WEST STAIRWAY

REVISE PER ATTORNEYS COMMENTS	SWM	01/24/08	N / A	RDK
REVISE PER ATTORNEYS COMMENTS	SWM	03/16/06	N / A	RDK
SKETCH & DESCRIPTION	SWM	03/01/06	N / A	RDK

REVISION	DWN	DATE	FB/PG	CKD
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CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



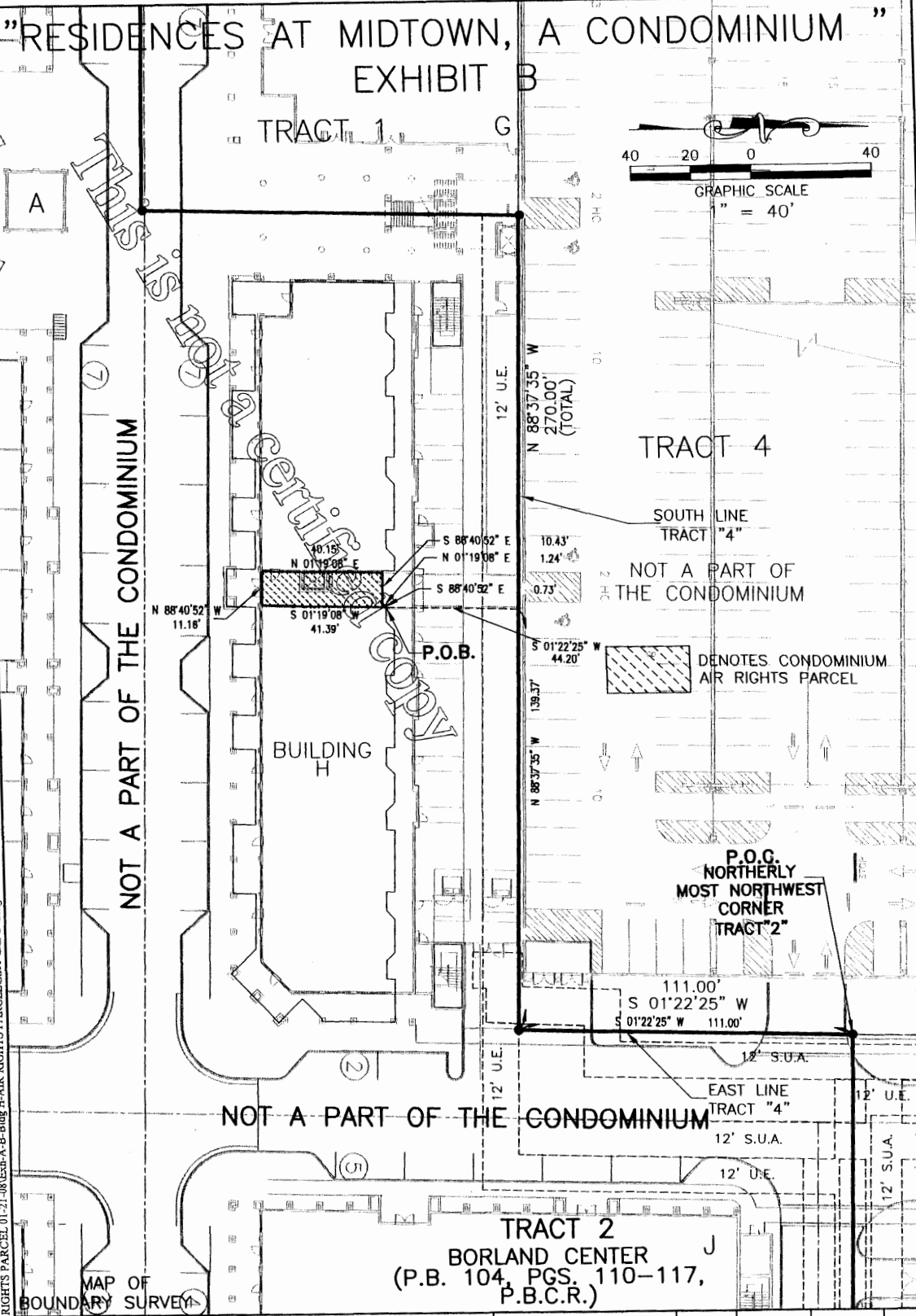
11101 SOUTH CROWN WAY, SUITE 1
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(561) 791-9280
CERT. NO. LB0003110



BORLAND CENTER - TRACT "2"
BUILDING H
CONDOMINIUM PARCEL

PROJECT NUMBER:	05-1320
FILE NAME:	Sh9-Exh-B-Bldg-H-Cond-Parcel.dwg
SHEET	9 OF 62

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PORTION OF BUILDING H
 CONDOMINIUM AIR RIGHTS PARCEL
 LOBBY / ELEVATOR

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 11101 SOUTH CROWN WAY, SUITE 1
 WELLINGTON, FLORIDA 33414
 (561) 791-9280
 CERT. NO. LB0003110 

REVISION	DWN	DATE	FB/PG	CKD
REVISE PER ATTORNEYS COMMENTS	SWM	01/24/08	N / A	RDK
REVISE PER ATTORNEYS COMMENTS	SWM	03/16/06	N / A	RDK
SKETCH & DESCRIPTION	SWM	03/01/06	N / A	RDK

BORLAND CENTER - TRACT "2"
BUILDING H
CONDOMINIUM PARCEL
 PROJECT NUMBER: 05-1320
 FILE NAME: Sh10-Exh-B-Bldg-H-Cond-ParceD.dwg SHEET 10 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"

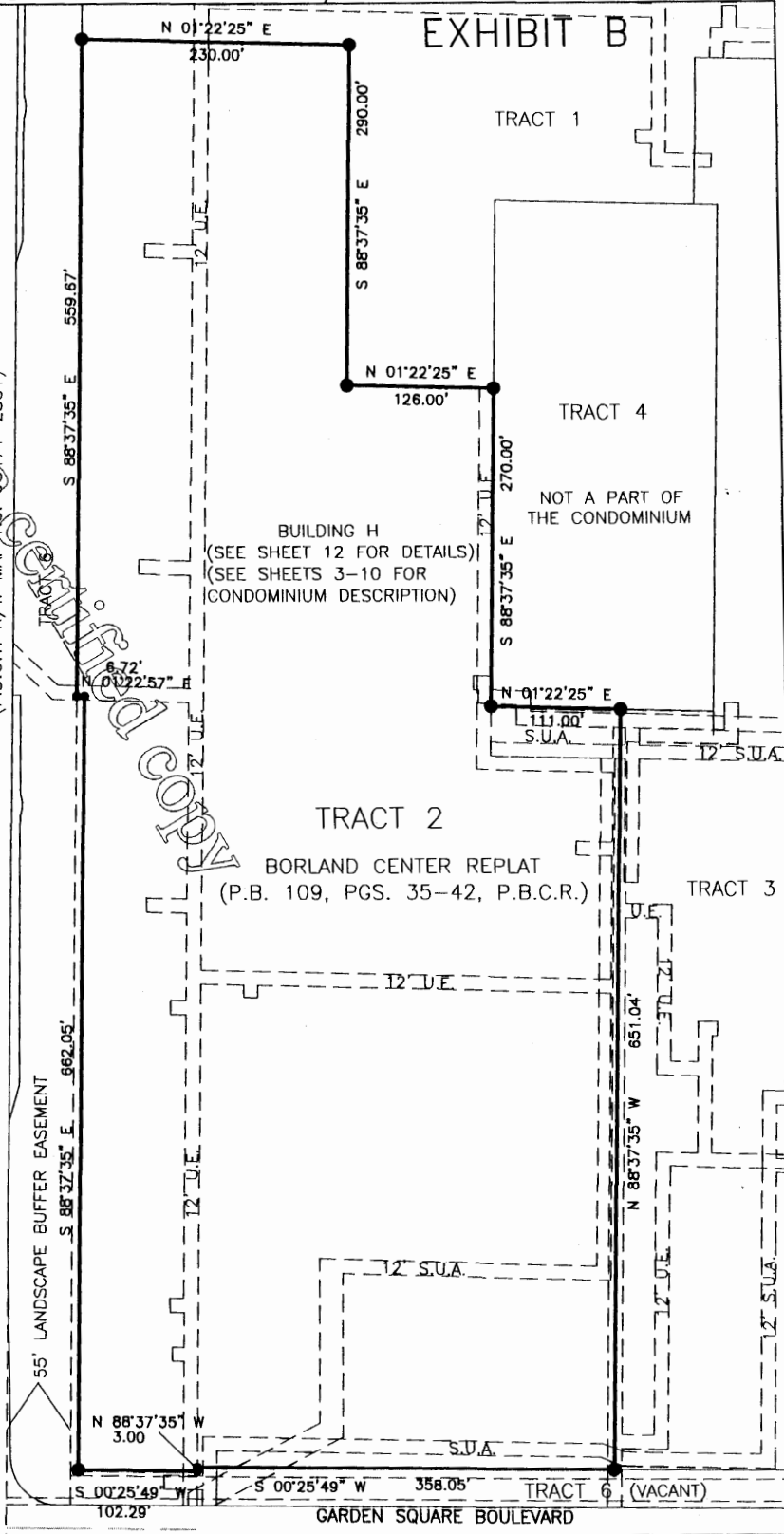
SCALE: 1" = 40'
GRAPHIC SCALE

This is not a valid Florida document

UNPLATTED

P.G.A. BOULEVARD
(STATE ROAD # 886)
(F.D.O.T. R/W MAP NO. 83471-2301)

55' LANDSCAPE BUFFER EASEMENT



MAP OF BOUNDARY SURVEY

NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

FINAL ASBUILT SURVEY	SEE	01/23/08	161/27	RDK
UPDATE UNIT NUMBERS	SWM	02/23/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/18/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/06	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

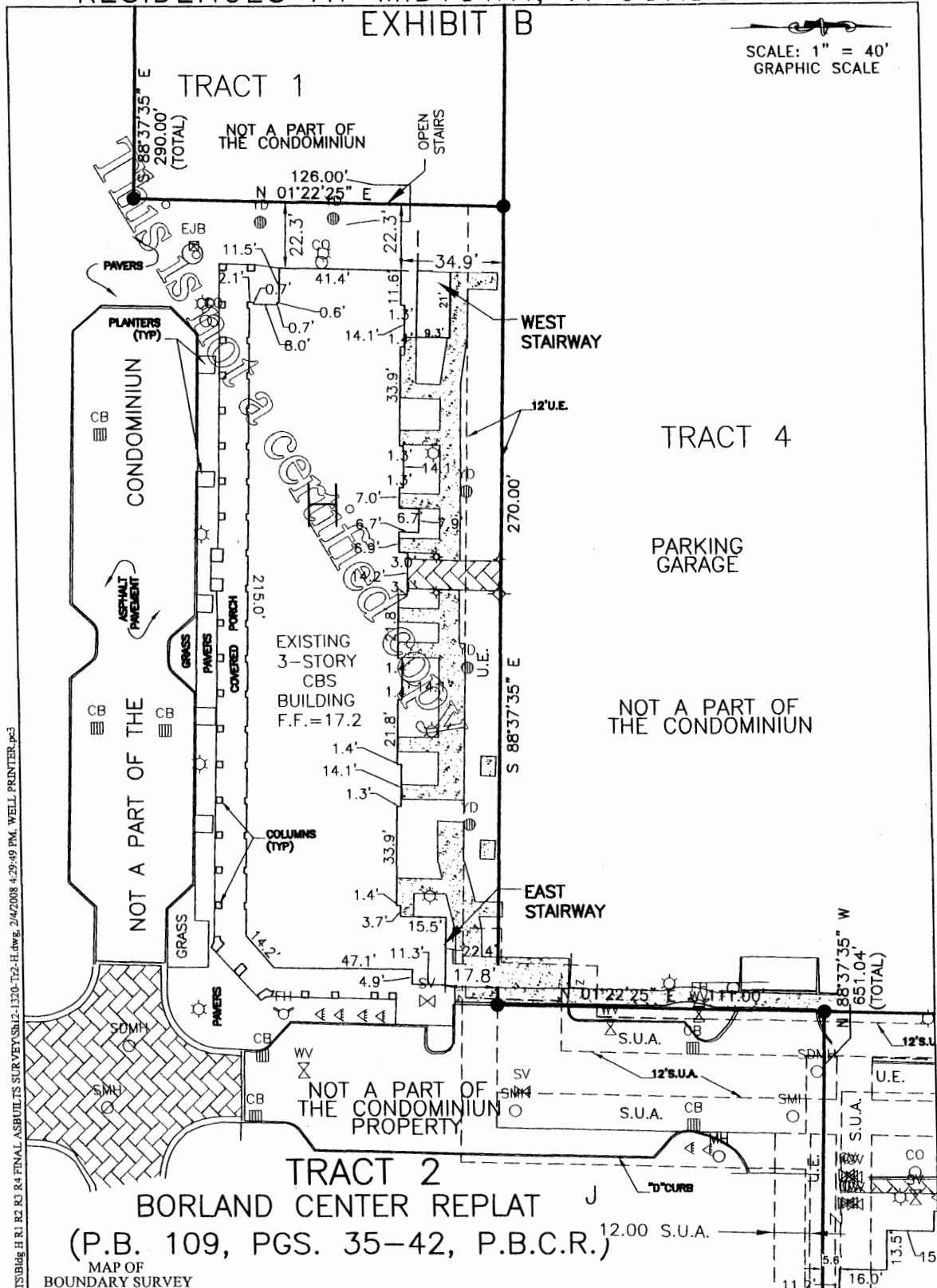
BORLAND CENTER - TRACT "2"
BUILDING H
FINAL ASBUILT SURVEY
PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM"

EXHIBIT B

SCALE: 1" = 40'
GRAPHIC SCALE



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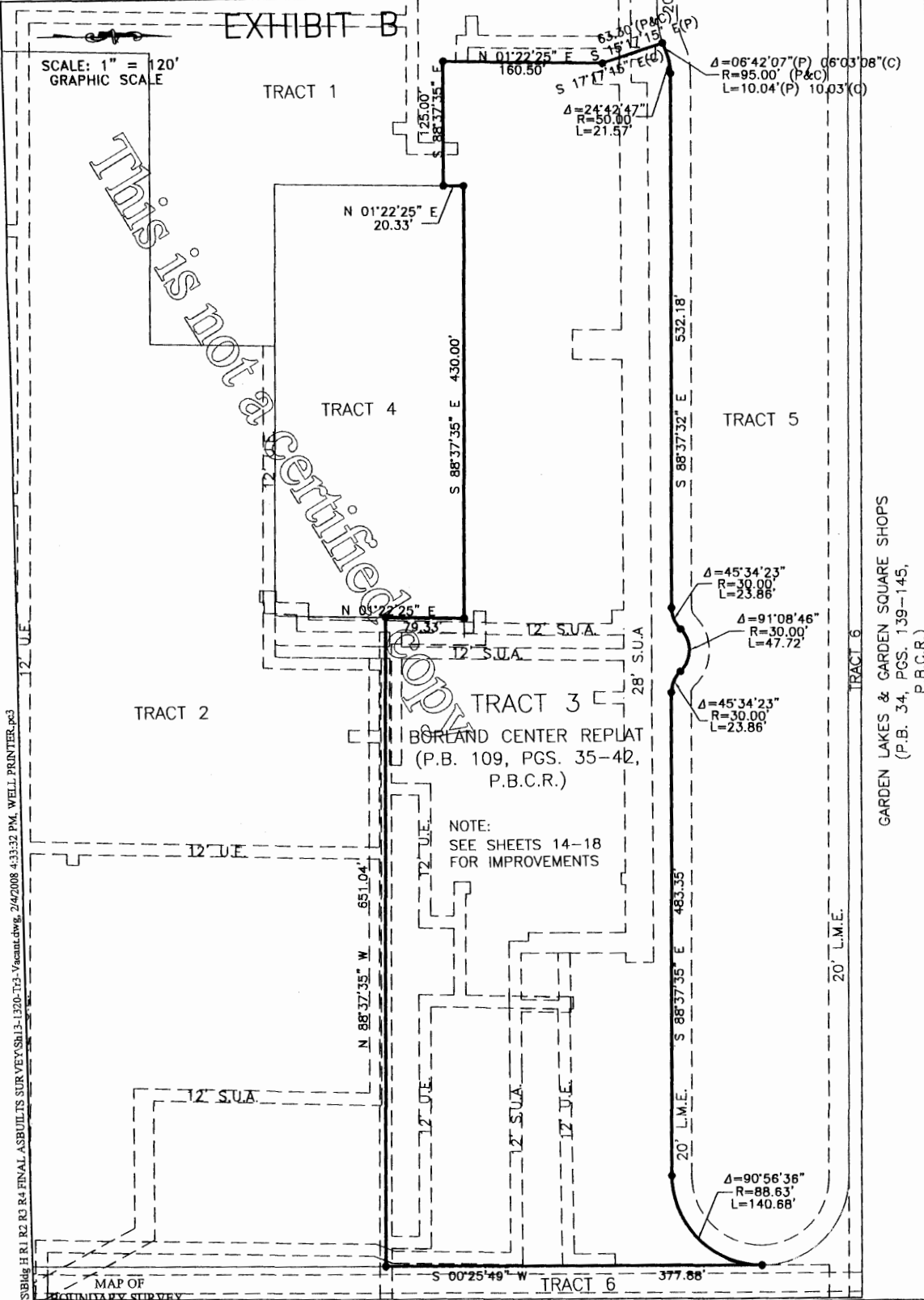
NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

FINAL ASBUILT SURVEY	SEE	01/23/07	161/30	RDK
UPDATE UNIT NUMBERS	SWM	02/23/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/18/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/06	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD

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BORLAND CENTER - TRACT "2"
BUILDING H
FINAL ASBUILT SURVEY
PROJECT NUMBER: 05-1320

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"



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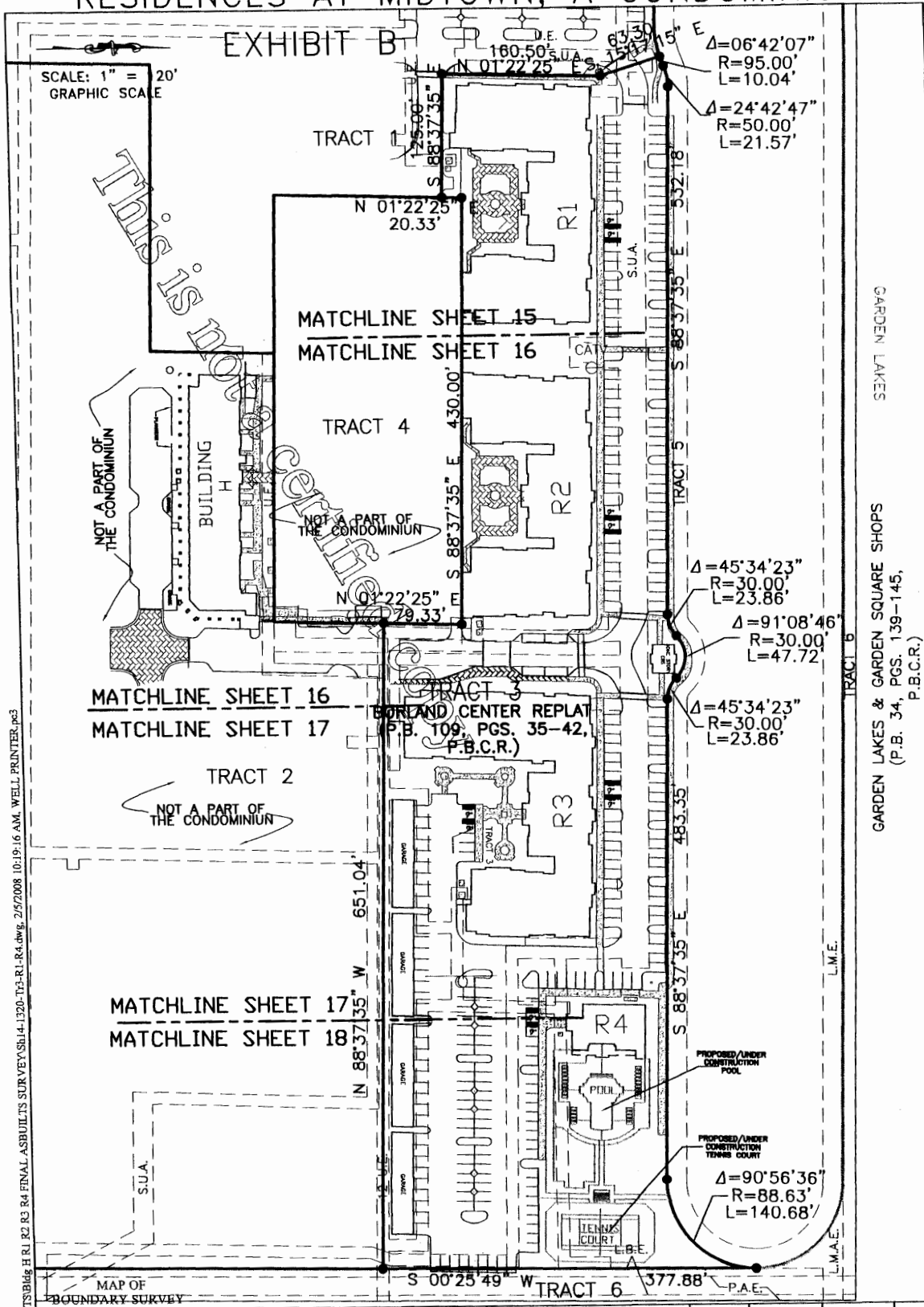
NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

UPDATE PLAT INFORMATION	SEE	10/16/07	N / A	RDK
UPDATE UNIT NUMBERS	SWM	02/23/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/18/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/06	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
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 11101 SOUTH CROWN WAY, SUITE 1
 WELLINGTON, FLORIDA 33414
 561.791-9280
 CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
 BUILDINGS R1-R4
 MAP OF BOUNDARY SURVEY
 PROJECT NUMBER: 05-1320

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"



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NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

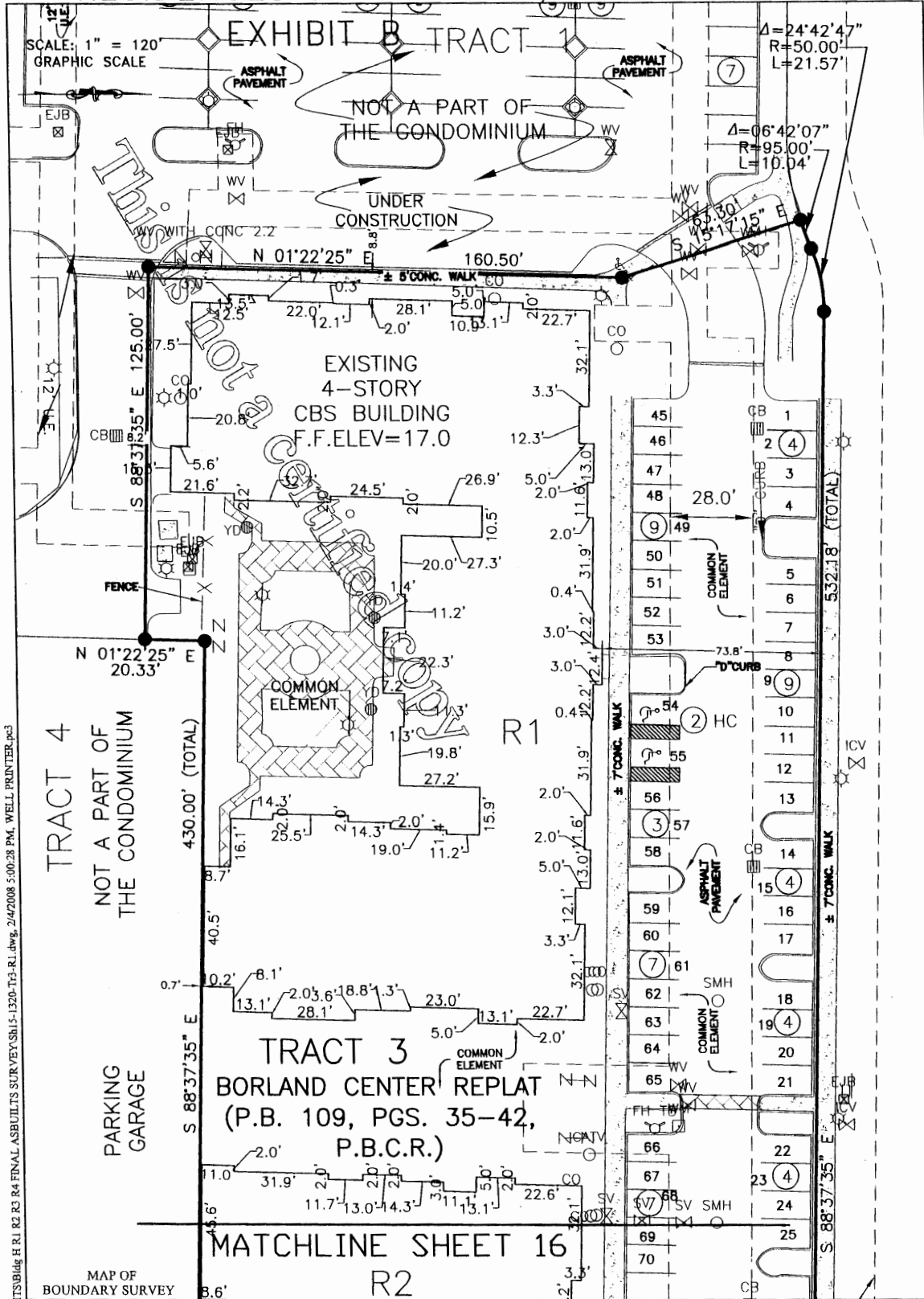
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REVISE PER COMMENTS	SWM	01/18/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/06	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 11101 SOUTH CROWN WAY, SUITE 1
 WELLINGTON, FLORIDA 33414
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BORLAND CENTER - TRACT "3"
 BUILDINGS R1-R4
 FINAL ASBUILT SURVEY
 PROJECT NUMBER: 05-1320
 CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh14-1320-TR3-R1-R4.dwg Sheet 14 OF 62

GARDEN LAKES
 GARDEN LAKES & GARDEN SQUARE SHOPS
 (P.B. 34, PGS. 139-145,
 P.B.C.R.)

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"



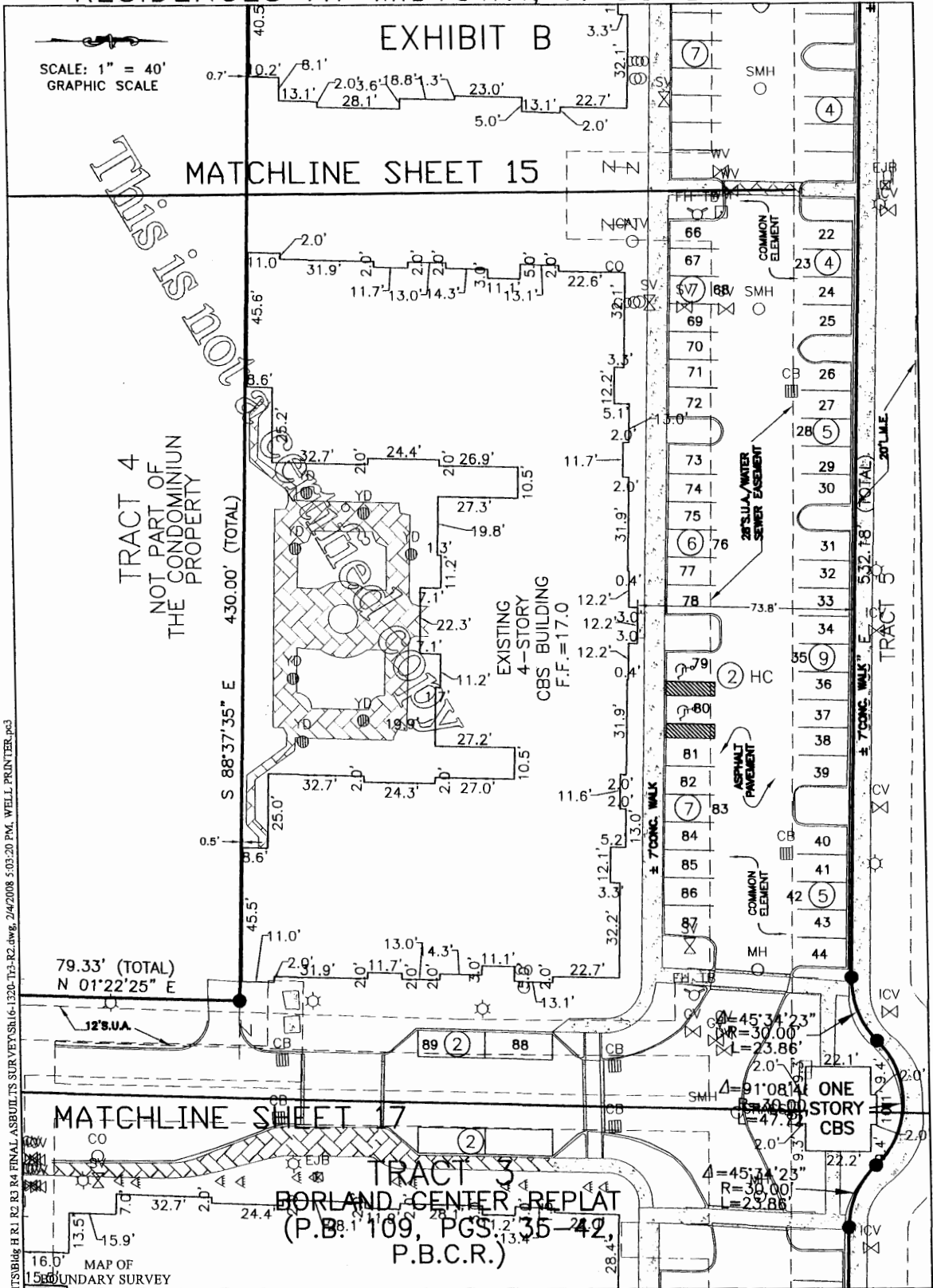
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NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

FINAL ASBUILT SURVEY	SEE	01/23/08	161/30	RDK
UPDATE UNIT NUMBERS	SWM	02/23/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/18/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/06	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD
BORLAND CENTER - TRACT "3"				
BUILDINGS R1				
FINAL ASBUILT SURVEY				
PROJECT NUMBER: 05-1320				
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Sheet 15 OF 62				

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1101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"



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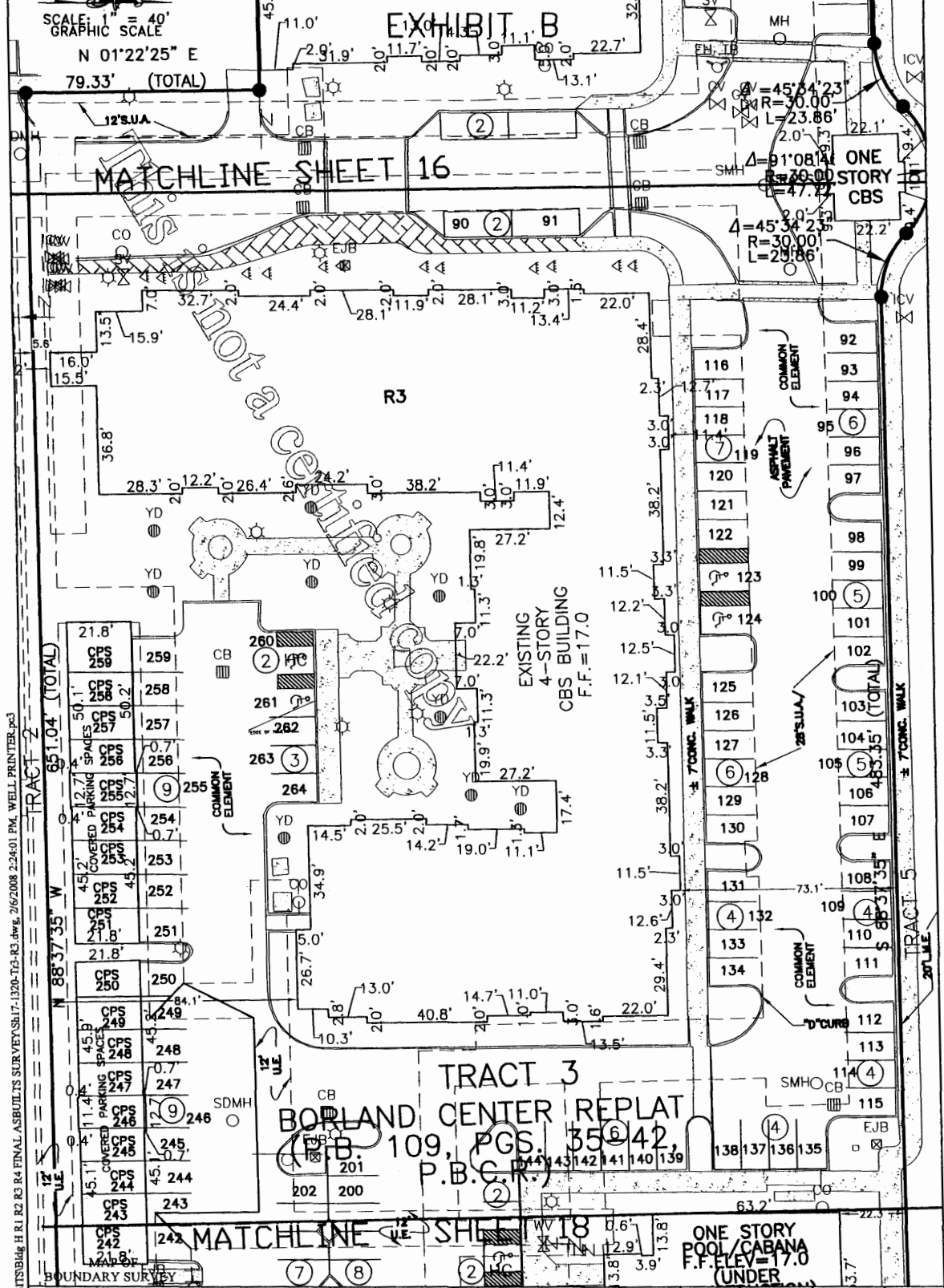
NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

FINAL ASBUIT SURVEY	SEE	01/23/08	161/29	RDK
UPDATE UNIT NUMBERS	SWM	02/23/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/18/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/06	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS - PLANNERS - SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R2
FINAL ASBUIT SURVEY
PROJECT NUMBER: 05-1320
CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh16-1320-Tr3-R2.dwg

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"



NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

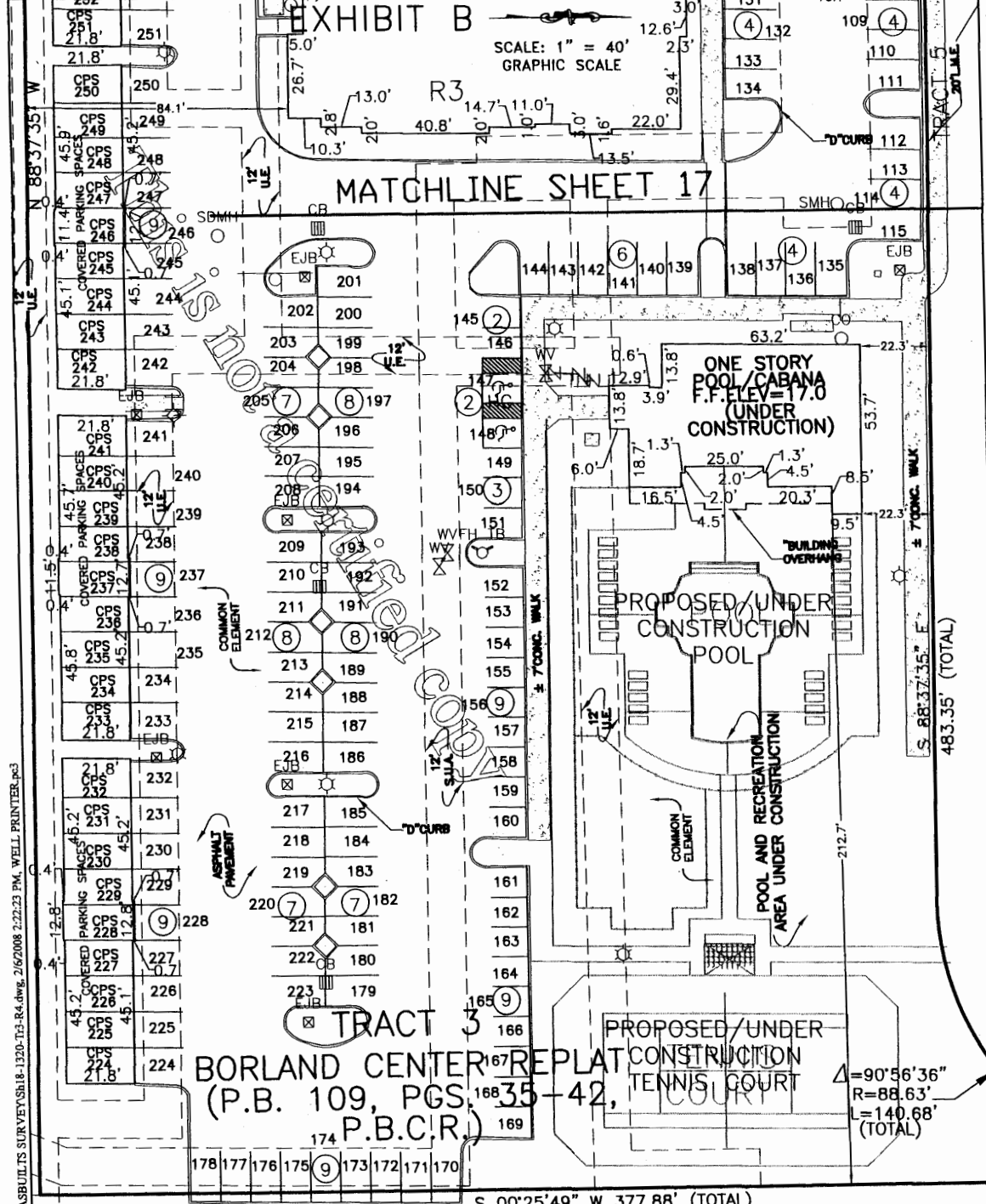
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UPDATE UNIT NUMBERS	SWM	02/23/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/18/06	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/06	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD

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 WELLINGTON, FLORIDA 33414
 561-791-9280
 CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
 BUILDING R3
 FINAL ASBUILT SURVEY
 PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM"



NOTES: ALL IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED. IMPROVEMENTS NOT COMPLETED AT THE TIME OF THE SURVEY ARE MARKED HEREON AS PROPOSED OR UNDER CONSTRUCTION.

MAP OF BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.072, FLORIDA STATUTES. THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: *[Signature]* 2/4/05

ROBERT D. KEENER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4846

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-8280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY	SEE	01/23/08	161/27	RDK
UPDATE UNIT NUMBERS	SWM	02/23/08	N / A	RDK
REVISE PER COMMENTS	SWM	01/18/08	N / A	RDK
REVISE PER COMMENTS	SWM	01/12/08	N / A	RDK
PLOT PLAN	SWM	10/18/05	N / A	RDK
BOUNDARY SURVEY/FIELD	SWM	10/08/05	146/44	RDK
REVISION	DWN	DATE	FB/PG	CKD

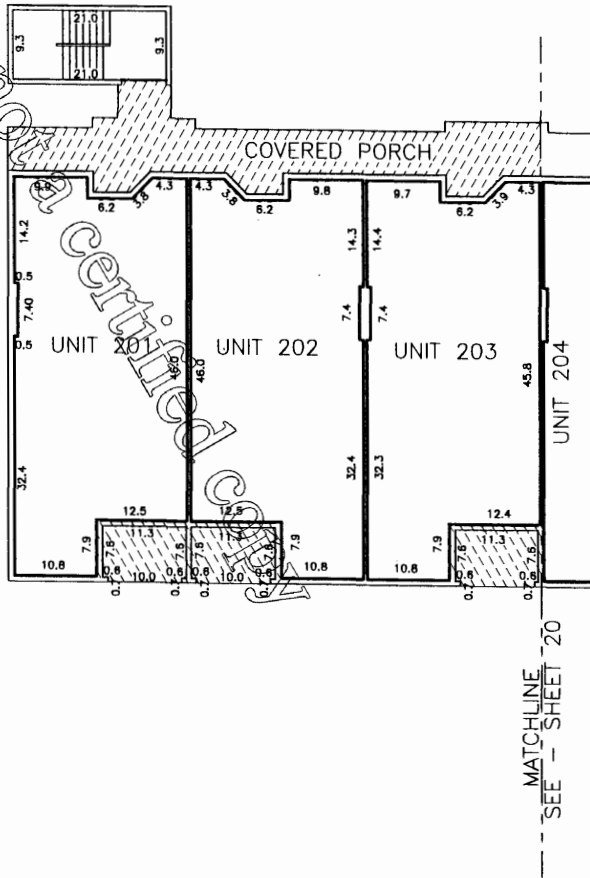
BORLAND CENTER - TRACT "3"
BUILDING R4
FINAL ASBUILT SURVEY
PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B


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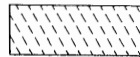


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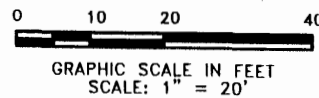
NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
2. L.C.E. DENOTES "LIMITED COMMON ELEMENT".
3. C.E. DENOTES "COMMON ELEMENT".
4. _____ DENOTES UNIT BOUNDARIES.
5. INTERIOR PERIMETRICAL ASBUILT DIMENSIONS SHOWN HEREON WERE TAKEN AT APPROXIMATELY WAIST HEIGHT TO THE INSIDE FACE OF BEARING AND UNIT PARTITION WALLS AND ARE REPRESENTED TO THE NEAREST 0.10' AND ARE SUBJECT TO CONSTRUCTION TOLERANCES OF 0.20 FEET. INTERIOR AND EXTERIOR WALL WIDTHS VARY.
6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

 DENOTES RESIDENTIAL SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM

 DENOTES LIMITED SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM

ELEVATION OF UPPER LIMIT = 40.9
ELEVATION OF LOWER LIMIT = 32.2



FINAL ASBUILT SURVEY 10/12/07

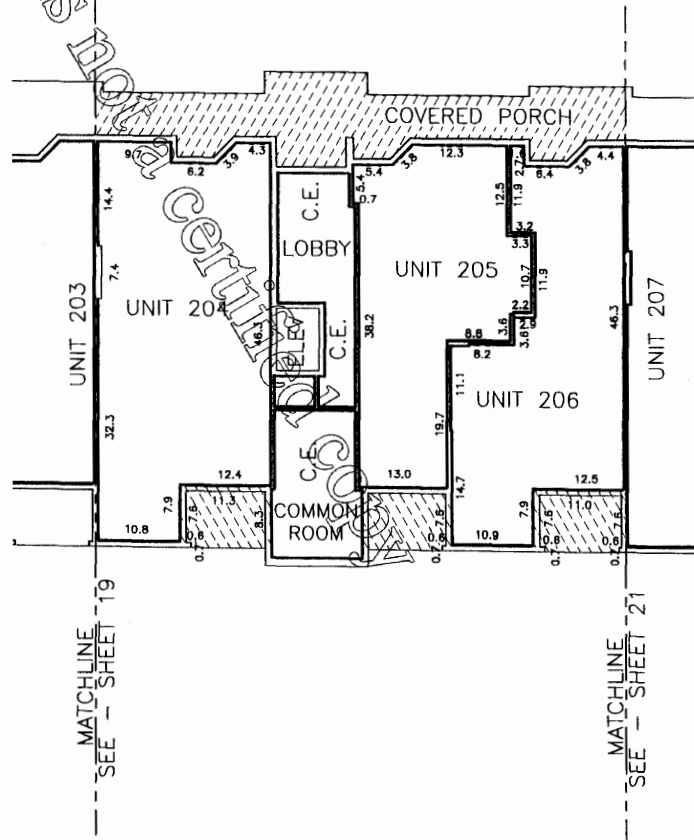
CRAIG A. SMITH & ASSOCIATES
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "2"
BUILDING H-FINAL ASBUILT
SECOND FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

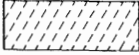
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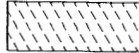
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



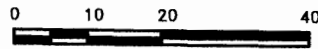
NOTES

- ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
- L.C.E. DENOTES "LIMITED COMMON ELEMENT".
- C.E. DENOTES "COMMON ELEMENT".
- _____ DENOTES UNIT BOUNDARIES.
- INTERIOR PERIMETRICAL ASBUILT DIMENSIONS SHOWN HEREON WERE TAKEN AT APPROXIMATELY WAIST HEIGHT TO THE INSIDE FACE OF BEARING AND UNIT PARTITION WALLS AND ARE REPRESENTED TO THE NEAREST 0.10' AND ARE SUBJECT TO CONSTRUCTION TOLERANCES OF 0.20 FEET. INTERIOR AND EXTERIOR WALL WIDTHS VARY.
- FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

 DENOTES RESIDENTIAL SHARED COMPONENT—NOT A PART OF THE CONDOMINIUM

 DENOTES LIMITED SHARED COMPONENT—NOT A PART OF THE CONDOMINIUM

ELEVATION OF UPPER LIMIT = 40.9
ELEVATION OF LOWER LIMIT = 32.2



GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

FINAL ASBUILT SURVEY 10/12/07

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

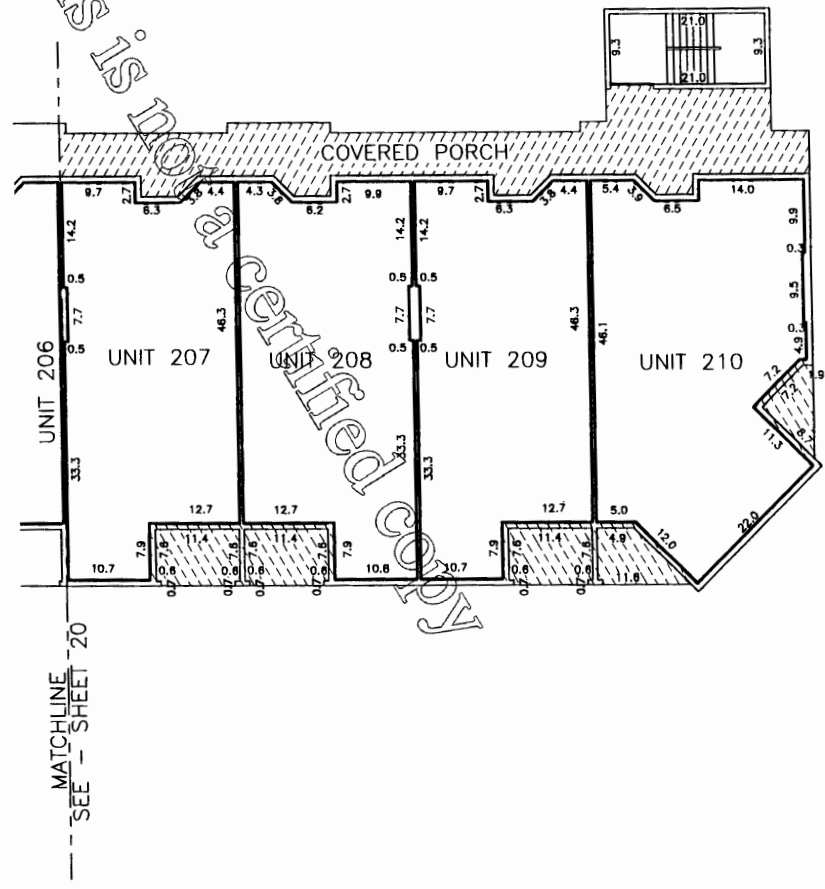
BORLAND CENTER - TRACT "2"
BUILDING H
SECOND FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

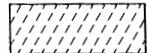
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM"

EXHIBIT B



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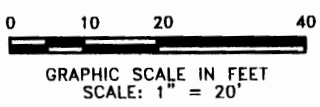

DENOTES RESIDENTIAL SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM


DENOTES LIMITED SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
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6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 40.9
ELEVATION OF LOWER LIMIT = 32.2



FINAL ASBUILT SURVEY 10/29/07

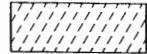
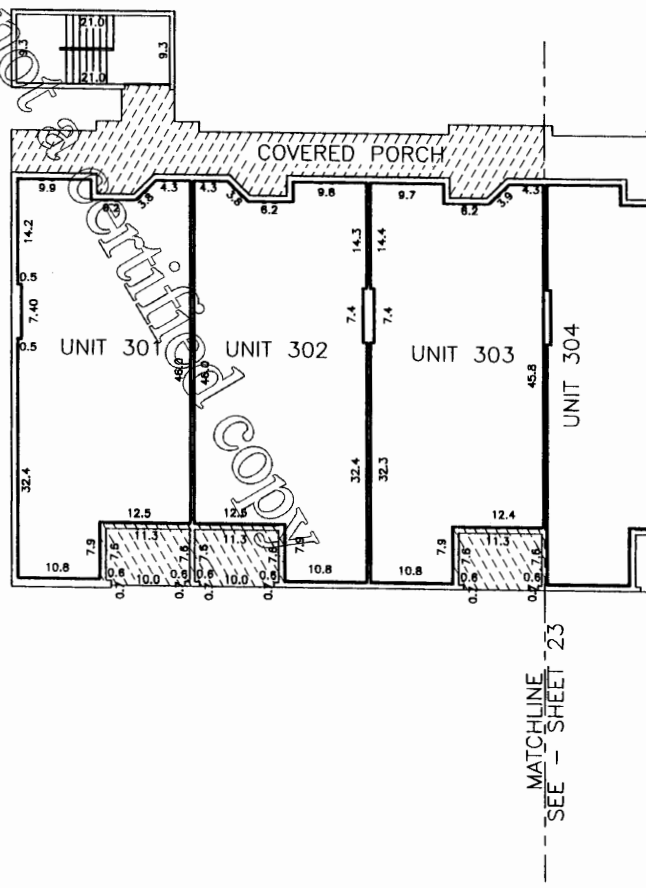
CRAIG A. SMITH & ASSOCIATES

 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 11101 SOUTH CROWN WAY, SUITE 1
 WELLINGTON, FLORIDA 33414
 561-791-9280
 CERTIFICATE NO. LB-3110

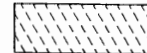
BORLAND CENTER - TRACT "2"
 BUILDING H
 SECOND FLOOR - GRAPHIC DESCRIPTION
 PROJECT NUMBER: 05-1320
 CAD LIBRARY: 05-1320/condo ex./H R1 R2 R3 R4/Sh21-1320-Bd-H-02.dwg | Sheet 21 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

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DENOTES RESIDENTIAL SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM

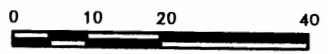


DENOTES LIMITED SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM

ELEVATION OF UPPER LIMIT = 50.4
ELEVATION OF LOWER LIMIT = 41.7

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
2. L.C.E. DENOTES "LIMITED COMMON ELEMENT".
3. C.E. DENOTES "COMMON ELEMENT".
4. _____ DENOTES UNIT BOUNDARIES.
5. INTERIOR PERIMETRICAL ASBUILT DIMENSIONS SHOWN HEREON WERE TAKEN AT APPROXIMATELY WAIST HEIGHT TO THE INSIDE FACE OF BEARING AND UNIT PARTITION WALLS AND ARE REPRESENTED TO THE NEAREST 0.10' AND ARE SUBJECT TO CONSTRUCTION TOLERANCES OF 0.20 FEET. INTERIOR AND EXTERIOR WALL WIDTHS VARY.
6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.



GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

FINAL ASBUILT SURVEY 10/29/07

CRAIG A. SMITH & ASSOCIATES

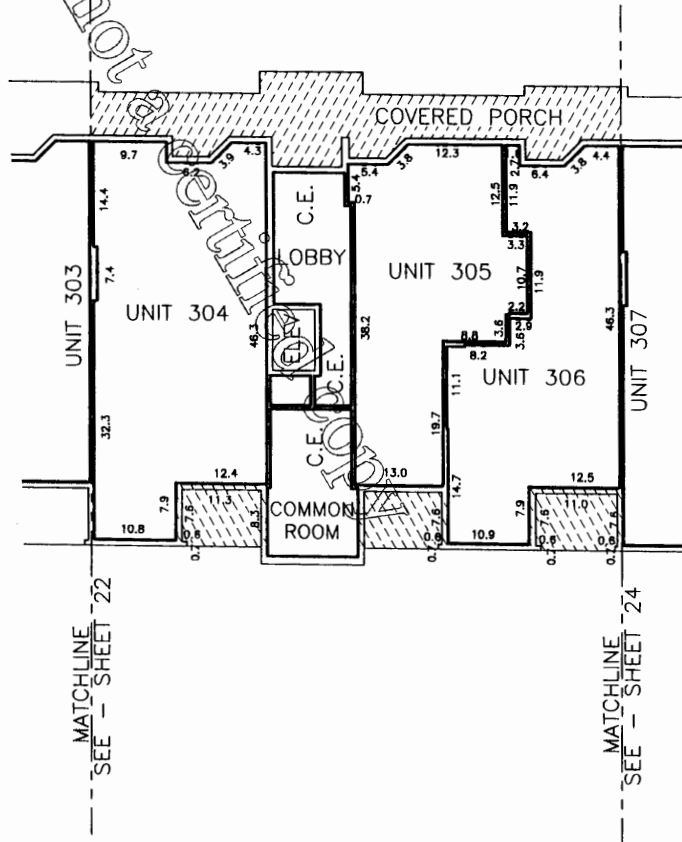
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 11101 SOUTH CROWN WAY, SUITE 1
 WELLINGTON, FLORIDA 33414
 561-791-9280
 CERTIFICATE NO. LB-3110

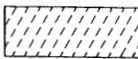
BORLAND CENTER - TRACT "2"
 BUILDING H
 THIRD FLOOR - GRAPHIC DESCRIPTION
 PROJECT NUMBER: 05-1320
 CAD LIBRARY: 05-1320/condo ex./H R1 R2 R3 R4/Sh22-1320-Bd-H-113.dwg | Sheet 22 OF 62

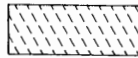
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

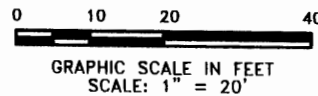
This is NOT a Certificate




DENOTES RESIDENTIAL SHARED COMPONENT-
NOT A PART OF THE CONDOMINIUM


DENOTES LIMITED SHARED COMPONENTS-
NOT A PART OF THE CONDOMINIUM

ELEVATION OF UPPER LIMIT = 50.4
ELEVATION OF LOWER LIMIT = 41.7



NOTES

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- C.E. DENOTES "COMMON ELEMENT".
- _____ DENOTES UNIT BOUNDARIES.
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FINAL ASBUILT SURVEY 10/29/07

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "2"
BUILDING H
THIRD FLOOR-GRAPHIC DESCRIPTION

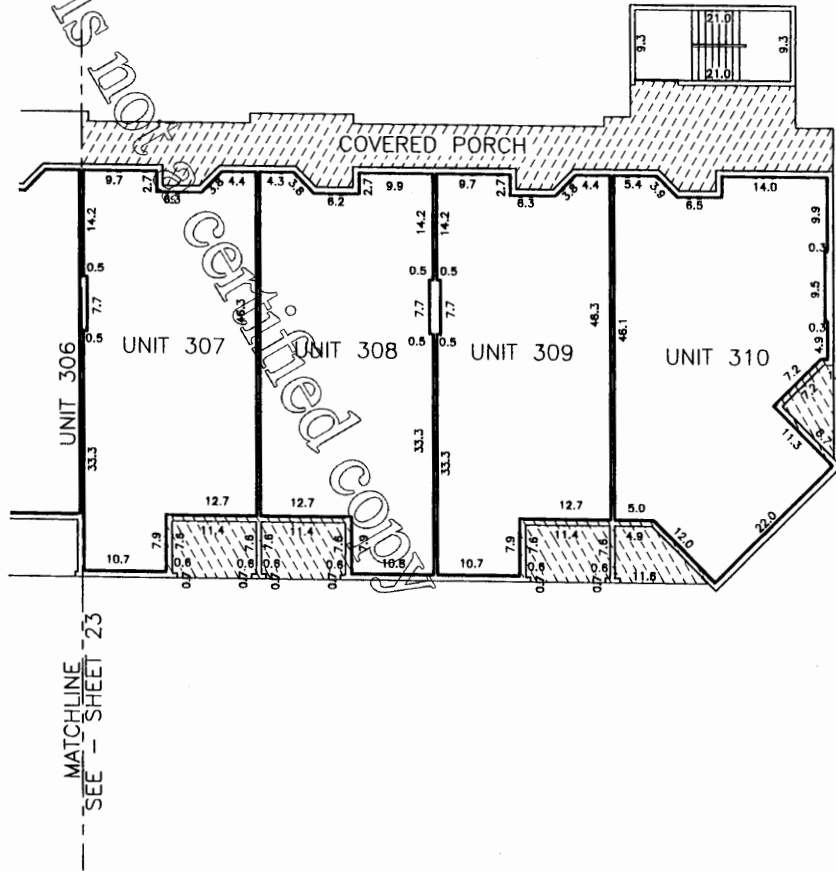
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

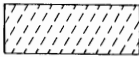
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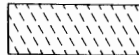


MATCHLINE
SEE - SHEET 23

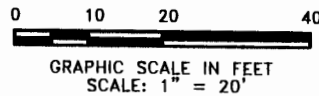
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DENOTES RESIDENTIAL SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM


DENOTES LIMITED SHARED COMPONENT - NOT A PART OF THE CONDOMINIUM

ELEVATION OF UPPER LIMIT = 50.4
ELEVATION OF LOWER LIMIT = 41.7



FINAL ASBUILT SURVEY 10/29/07

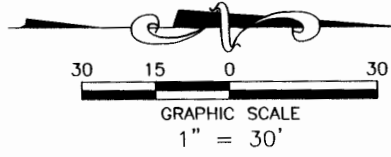
CRAIG A. SMITH & ASSOCIATES
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "2"
BUILDING H
THIRD FLOOR - GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

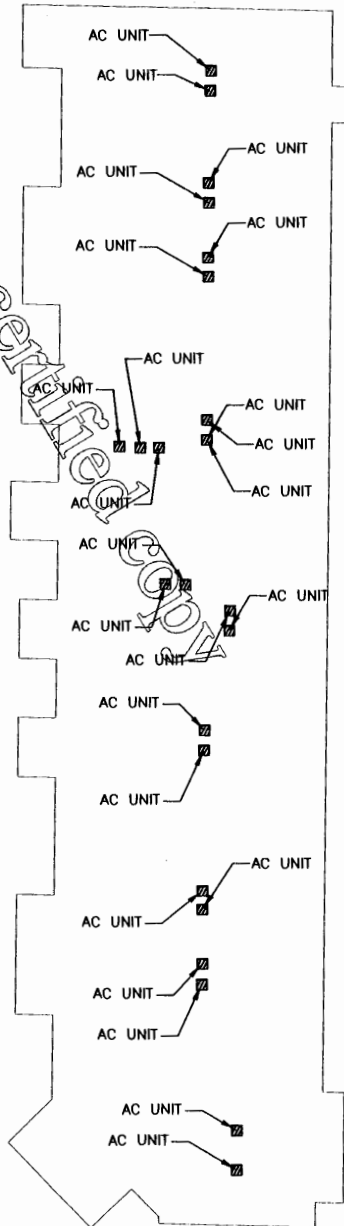
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BUILDING H



▨ DENOTES LIMITED COMMON ELEMENT

S:\Survey\05-1320-BORLAND CENTER\Bldg-A-B-AIR RIGHTS PARCEL 01-21-08\Bldg-A-B-Bldg H-AIR RIGHTS PARCEL\Sh25-Bldg-H-ROOF PLAN.dwg, 2/5/2008 8:16:06 AM, WELL-PRINTER.pc3

BUILDING H
ROOF PLAN - L.C.E.

REVISE PER ATTORNEYS COMMENTS	SWM	01/24/08	N / A	RDK
REVISE PER ATTORNEYS COMMENTS	SWM	03/18/08	N / A	RDK
SKETCH & DESCRIPTION	SWM	03/01/08	N / A	RDK
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



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WELLINGTON, FLORIDA 33414
(561) 791-9280
CERT. NO. LB0003110

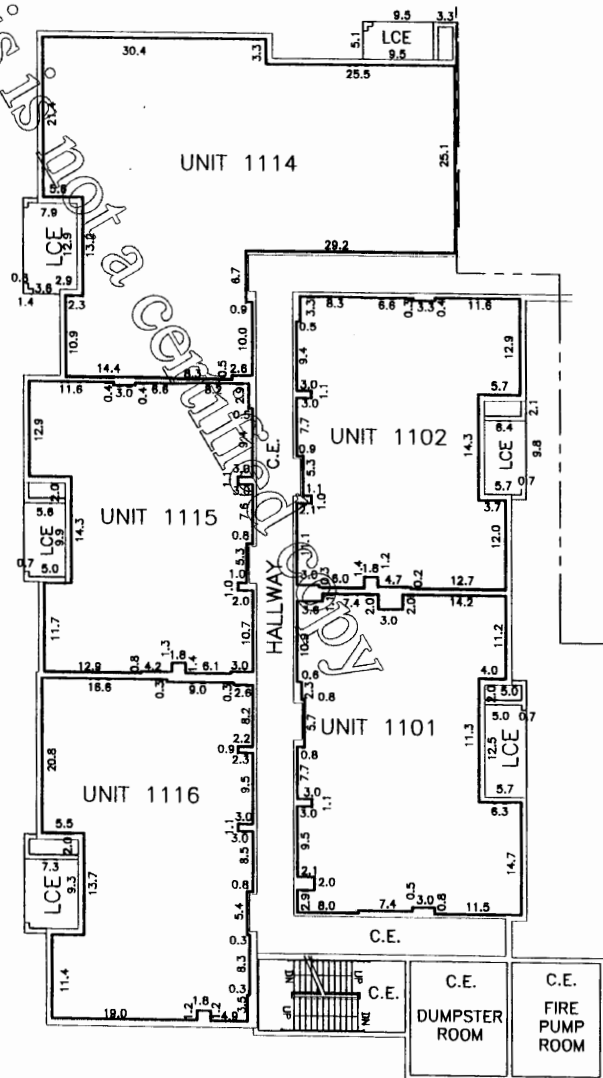


BORLAND CENTER - TRACT "2"
BUILDING H
ROOF PLAN

PROJECT NUMBER: 05-1320

FILE NAME: Sh25-Bldg-H-ROOF PLAN.dwg SHEET 25 OF 62

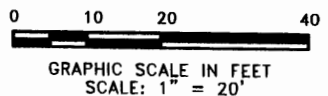
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B




NOTES

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ELEVATION OF UPPER LIMIT = 26.4
ELEVATION OF LOWER LIMIT = 17.0



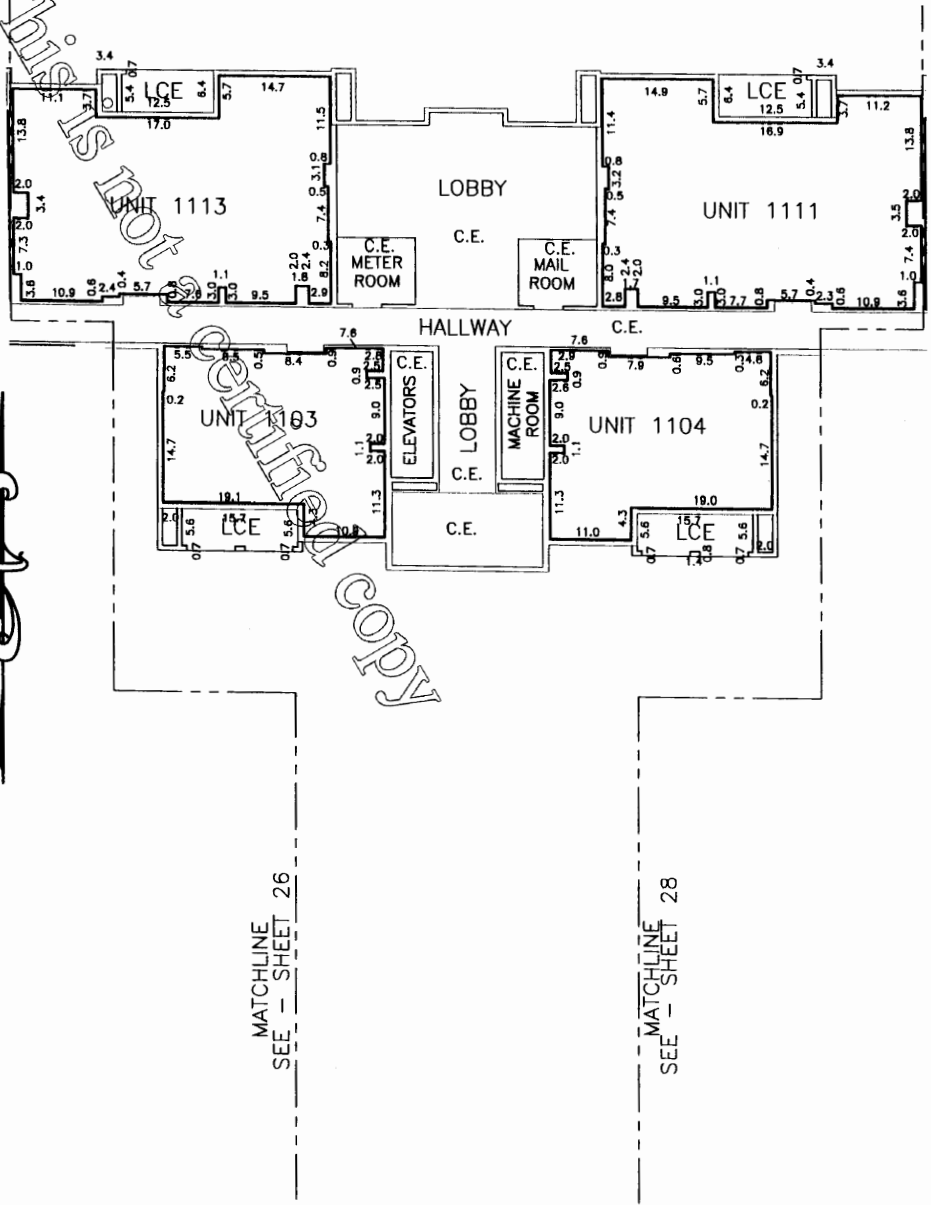
FINAL ASBUILT SURVEY 12/13/07

CRAIG A. SMITH & ASSOCIATES

 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 11101 SOUTH CROWN WAY SUITE 1
 WELLINGTON, FLORIDA 33414
 (561) 791-9280
 CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
 BUILDING R1
 FIRST FLOOR-GRAPHIC DESCRIPTION
 PROJECT NUMBER: 05-1320
 CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh26-1320Bd-R1--f11.dwg Sheet 26 OF 62

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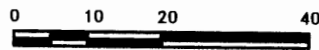
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 26.4
ELEVATION OF LOWER LIMIT = 17.0



GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

FINAL ASBUILT SURVEY 11/11/07

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R1
FIRST FLOOR-GRAPHIC DESCRIPTION

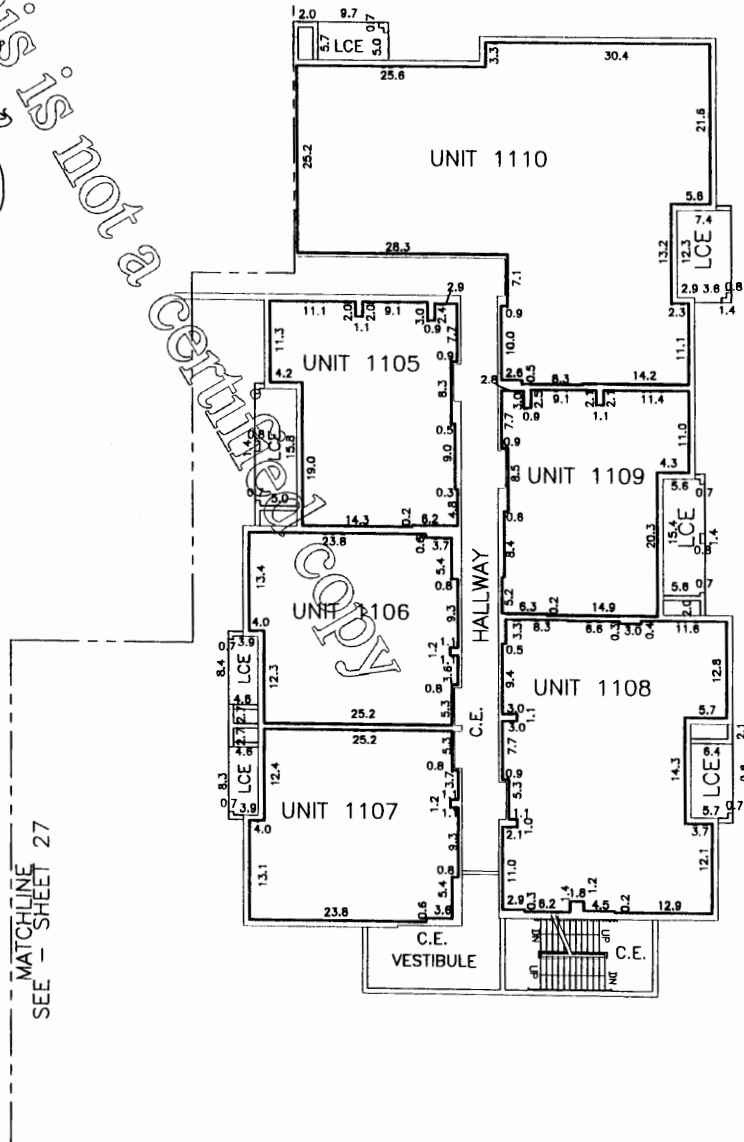
PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

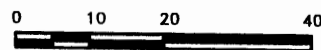
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NOTES

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ELEVATION OF LOWER LIMIT = 17.0



GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

FINAL ASBUILT SURVEY 11/11/07

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

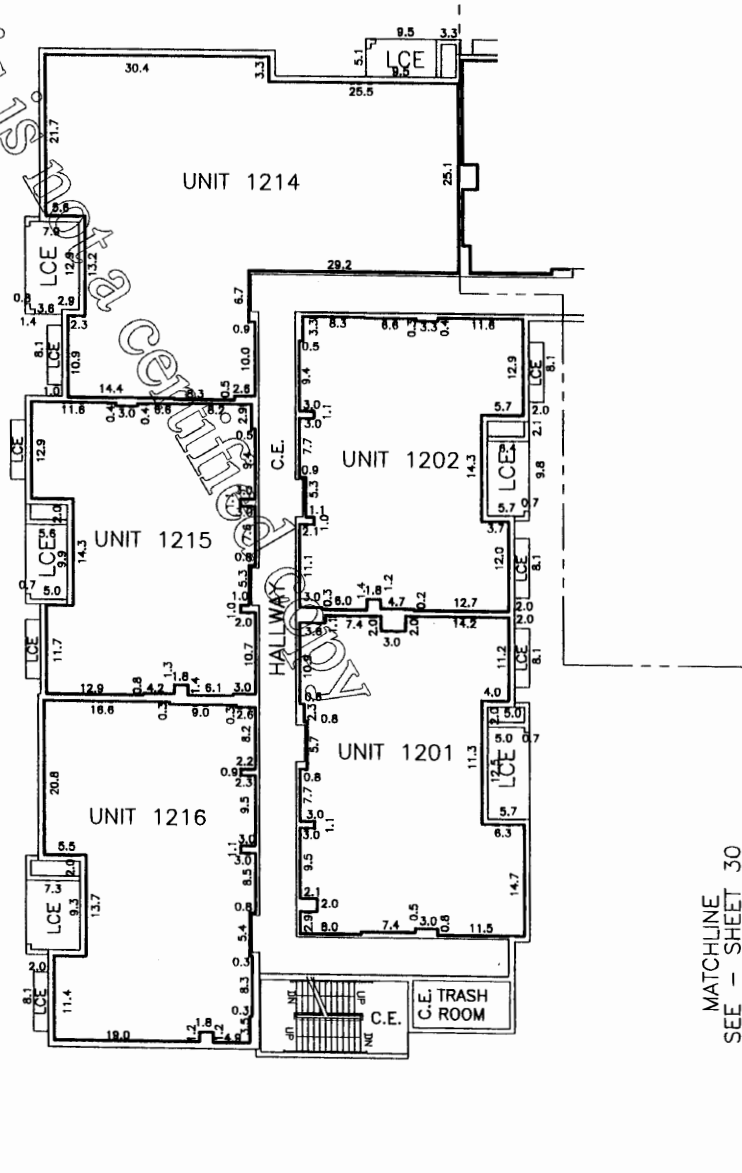
BORLAND CENTER - TRACT "3"
BUILDING R1
FIRST FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh28-1320Bd-R1-111.dwg Sheet 28 OF 62

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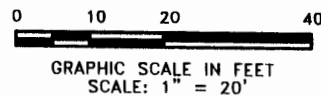
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 35.5
ELEVATION OF LOWER LIMIT = 26.9



FINAL ASBUILT SURVEY 12/13/07

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

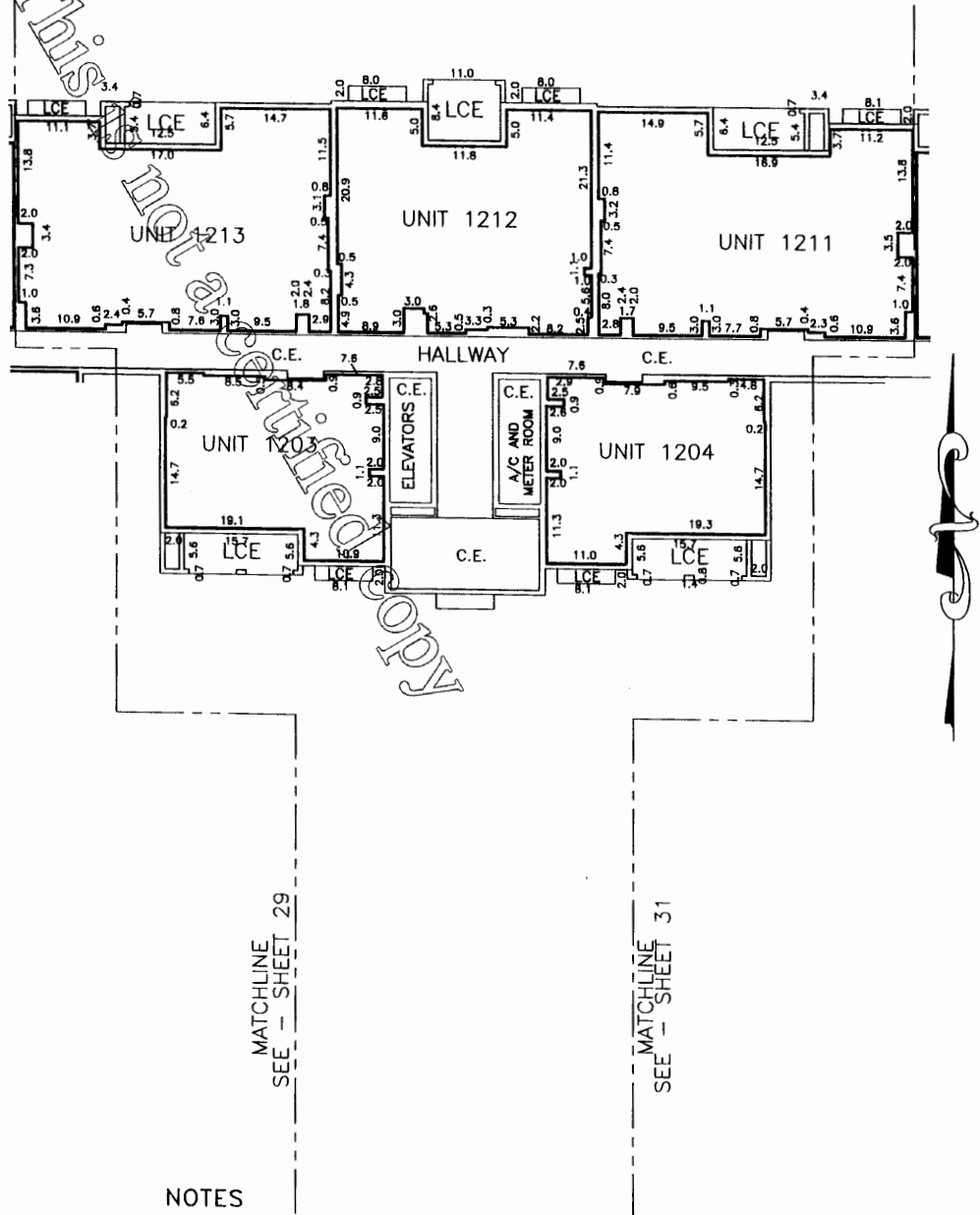
BORLAND CENTER - TRACT "3"
BUILDING R1
SECOND FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh29-1320Bd-R1-f12.dwg Sheet 29 OF 62

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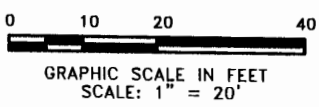
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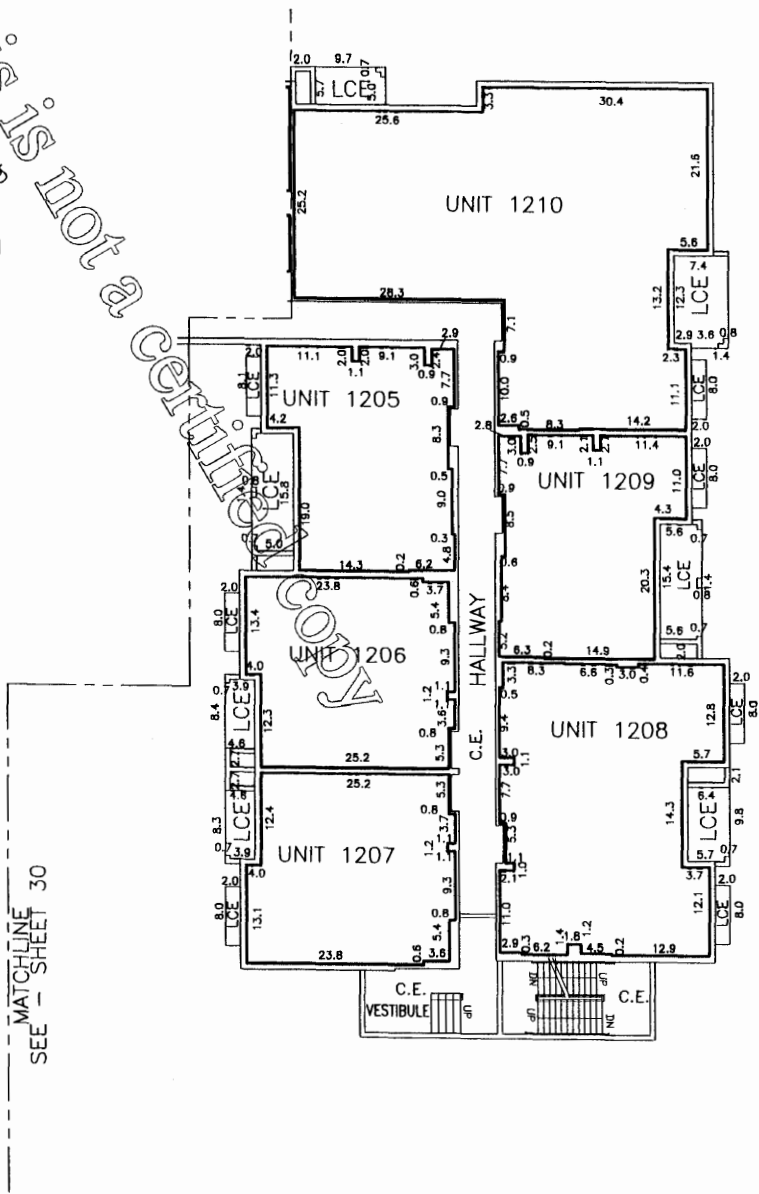
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CRAIG A. SMITH & ASSOCIATES

 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 11101 SOUTH CROWN WAY, SUITE 1
 WELLINGTON, FLORIDA 33414
 (561) 791-9280
 CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 11/11/07
 BORLAND CENTER - TRACT "3"
 BUILDING R1
 SECOND FLOOR-GRAPHIC DESCRIPTION
 PROJECT NUMBER: 05-1320
 CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh30-1320Bd-R1-R2.dwg | Sheet 30 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

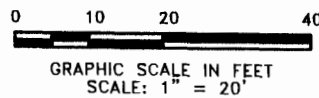
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FINAL ASBUILT SURVEY 11/11/07

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(561) 791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R1
SECOND FLOOR-GRAPHIC DESCRIPTION

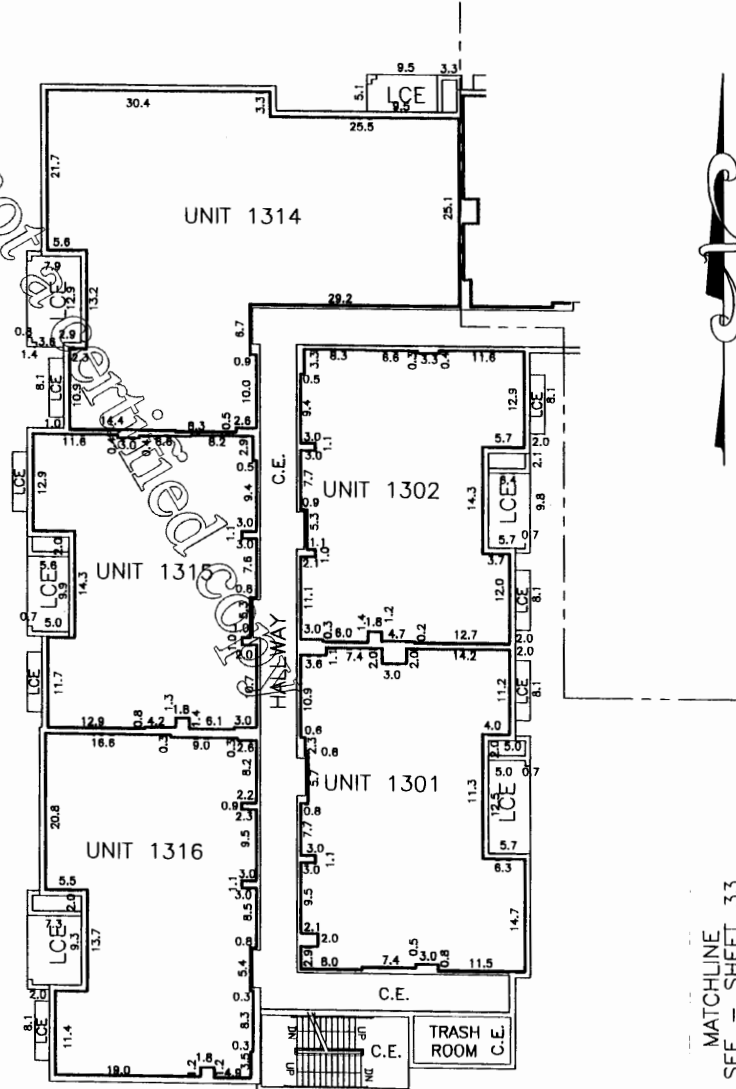
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CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh31-1320Bd-R1-n12.dwg Sheet 31 OF 62

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

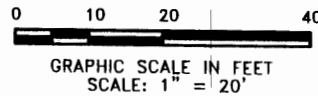
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NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
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3. C.E. DENOTES "COMMON ELEMENT".
4. _____ DENOTES UNIT BOUNDARIES.
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6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 44.6
ELEVATION OF LOWER LIMIT = 36.0



S:\Survey\05-1320-BORLAND CENTER\CONDO EXHIBITS\B\fig H R1 R2 R3 R4 FINAL ASBUILTS SURVEY\SH32-1320Bd-R1-FL.dwg, 2/5/2008 8:36:09 AM, WELL, PRINTER.pc3

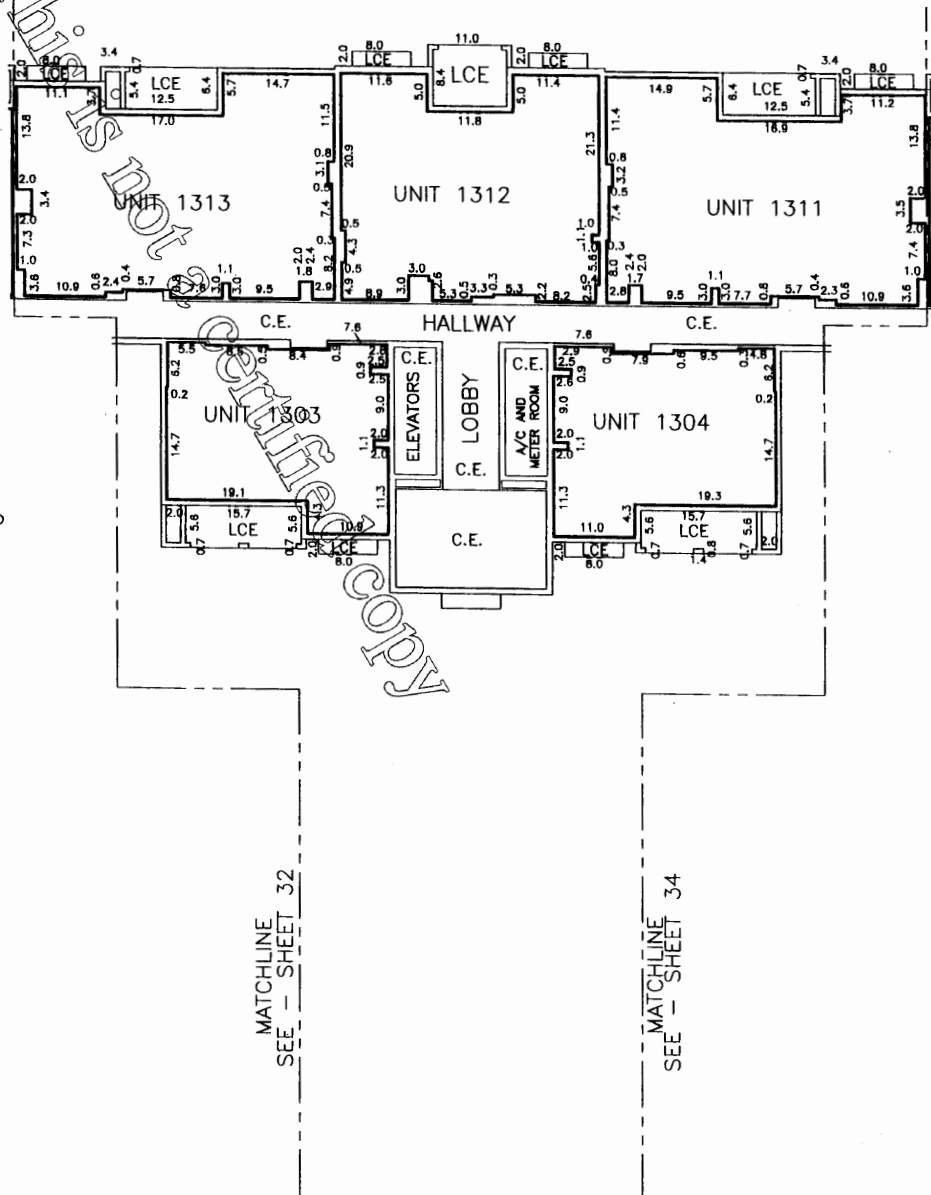
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
661-791-8280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 12/13/07
BORLAND CENTER - TRACT "3"
BUILDING R1
THIRD FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

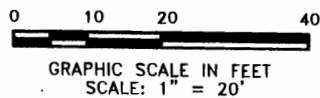
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ELEVATION OF UPPER LIMIT = 44.6
ELEVATION OF LOWER LIMIT = 36.0



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CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 11/11/07

BORLAND CENTER - TRACT "3"
BUILDING R1
THIRD FLOOR-GRAPHIC DESCRIPTION

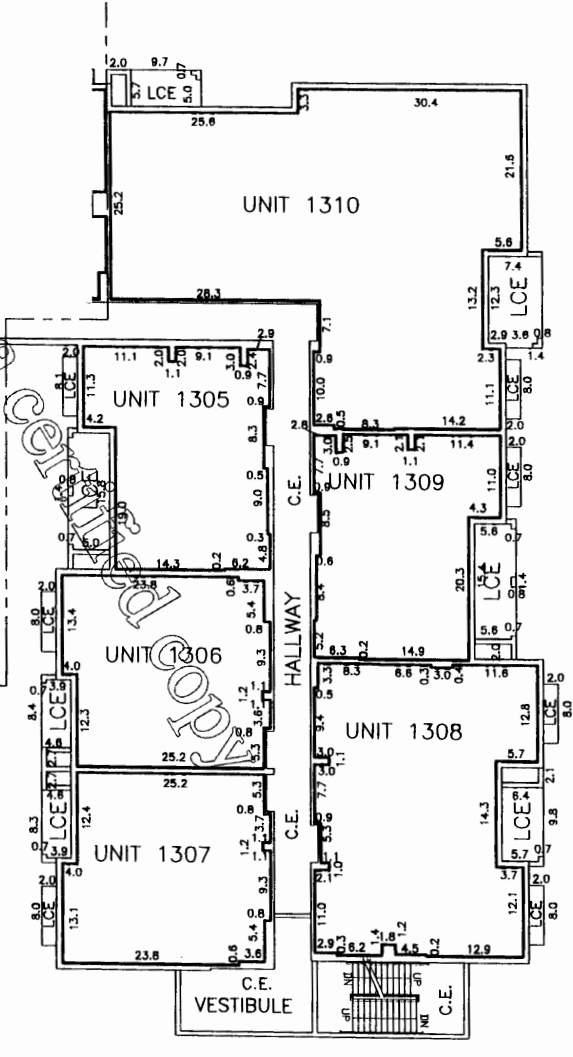
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

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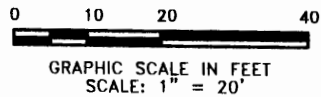
MATCHLINE
SEE SHEET 33



NOTES

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ELEVATION OF UPPER LIMIT = 44.6
ELEVATION OF LOWER LIMIT = 36.0



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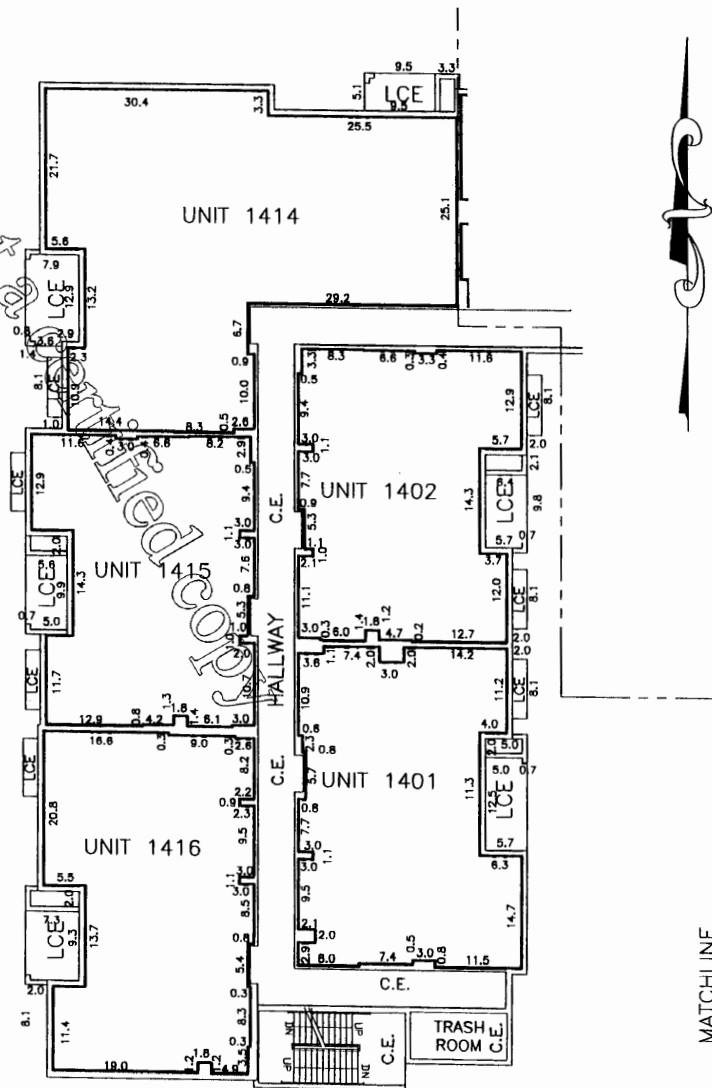
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CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R1
THIRD FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

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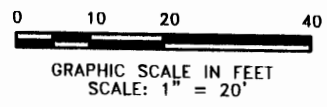


MATCHLINE
SEE - SHEET 36

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ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1

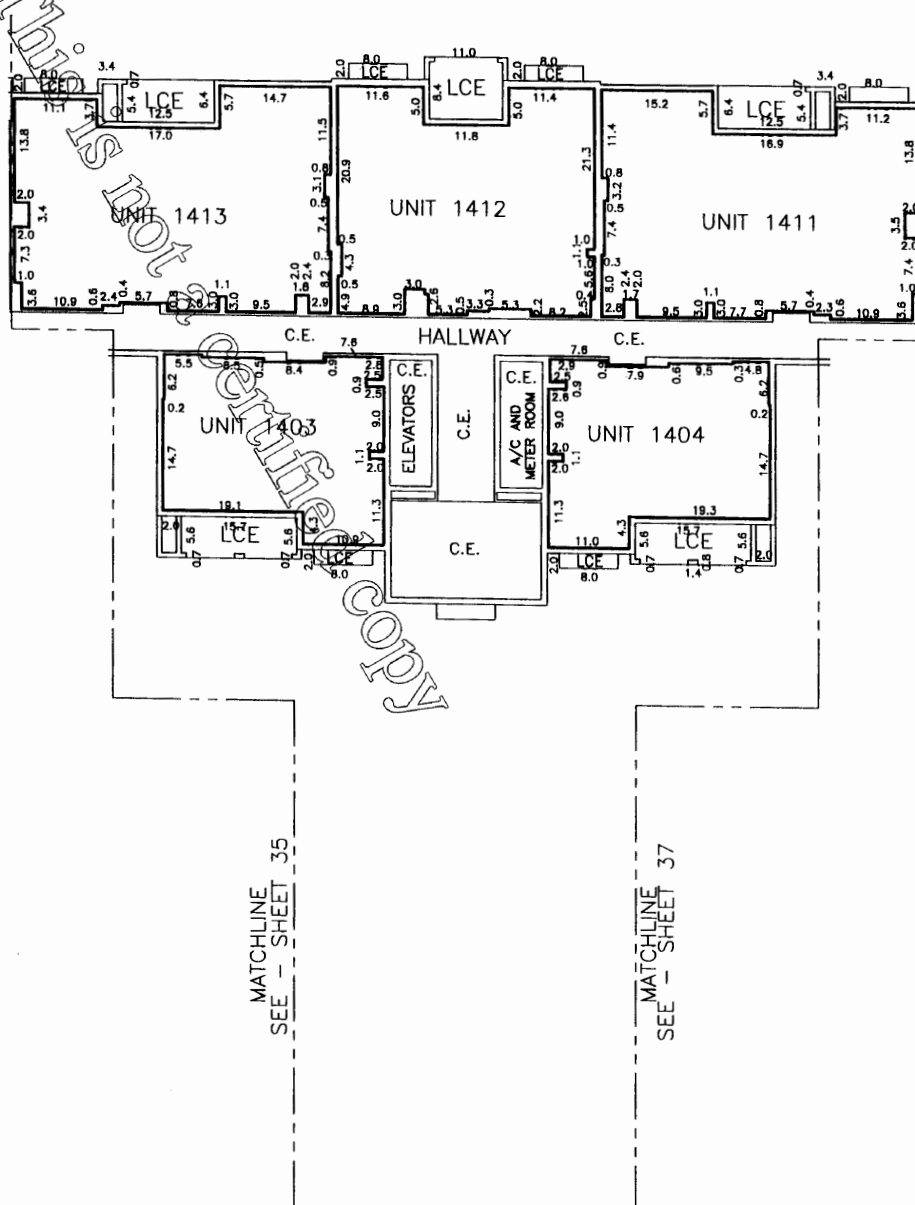


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(561) 791-8280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 12/13/07
BORLAND CENTER - TRACT "3"
BUILDING R1
FOURTH FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

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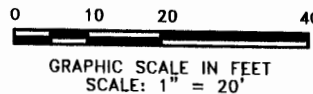
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1



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CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 11/11/07
BORLAND CENTER - TRACT "3"
BUILDING R1
FOURTH FLOOR-GRAPHIC DESCRIPTION

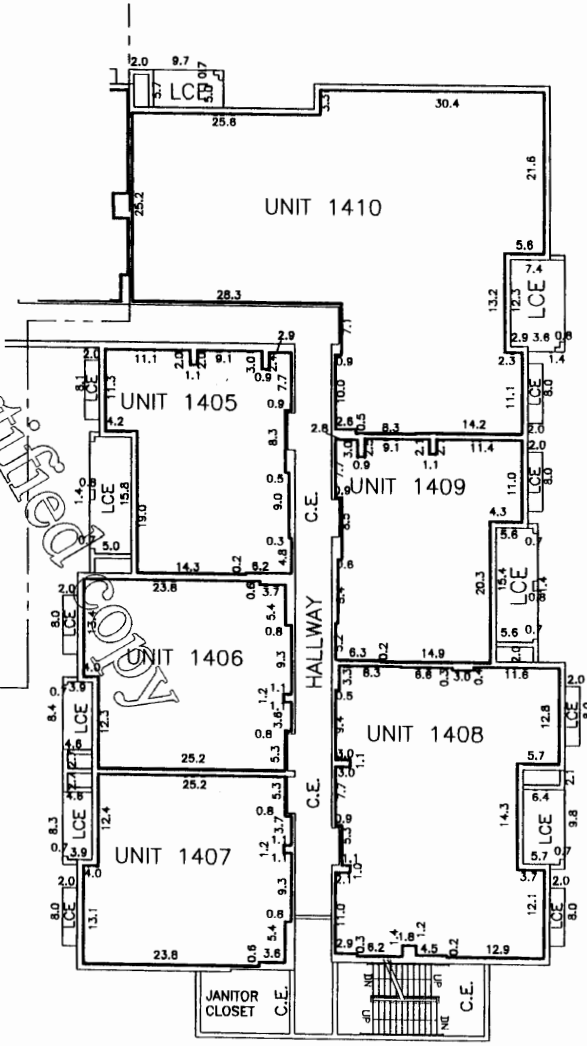
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

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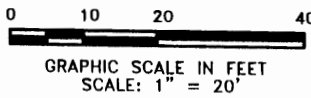
MATCHLINE
SEE SHEET 36



NOTES

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ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1

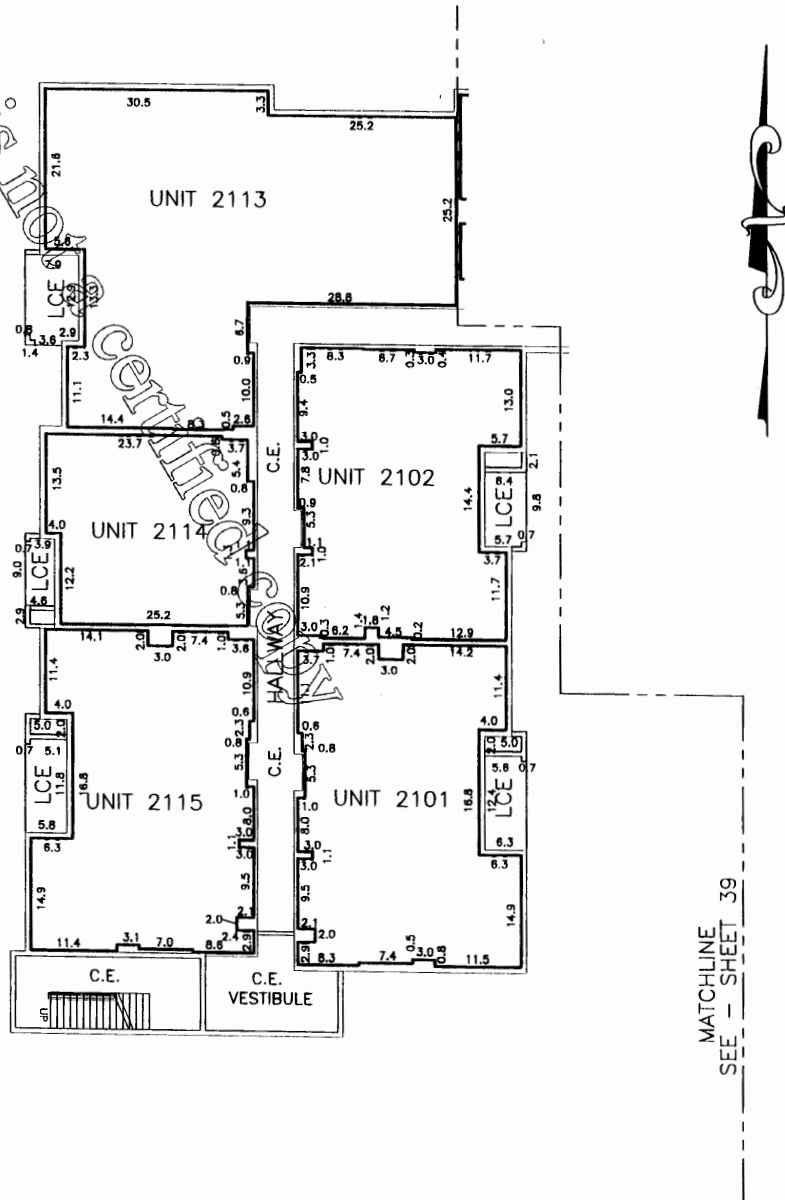


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WELLINGTON, FLORIDA 33414
(888) 791-3280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R1
FOURTH FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320
CAD LIBRARY:05-1320\condo ex./H R1 R2 R3 R4/SH37-1320Bd-R1-14.dwg Sheet 37 OF 62

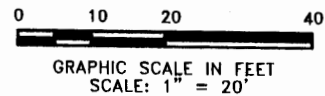
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 26.3
ELEVATION OF LOWER LIMIT = 17.0



FINAL ASBUILT SURVEY 10/31/07

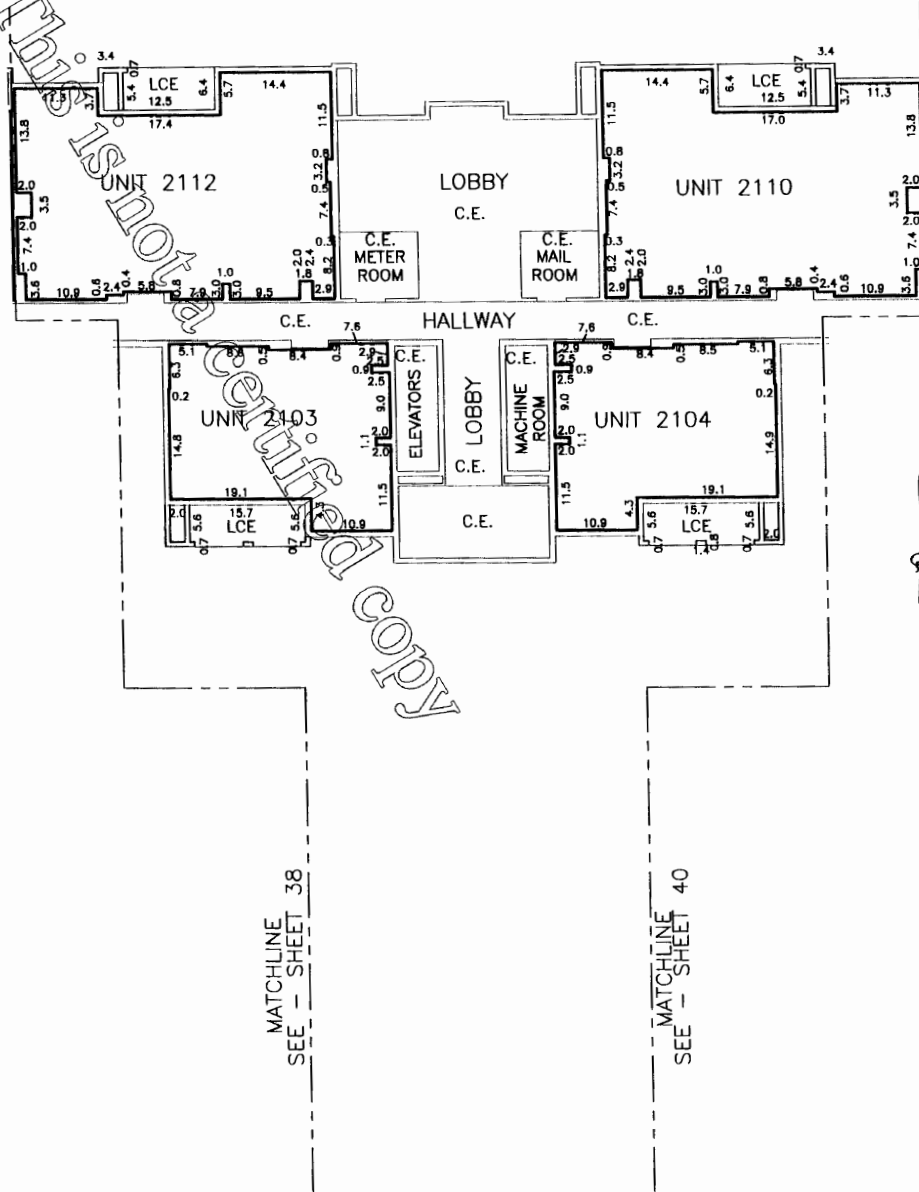
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11101 SOUTH CROWN WAY SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R2
FIRST FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

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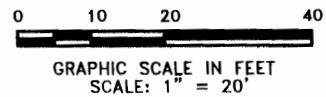
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 26.3
ELEVATION OF LOWER LIMIT = 17.0



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WELLINGTON, FLORIDA 33414
TEL: 561-791-9280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 10/31/07
BORLAND CENTER - TRACT "3"
BUILDING R2
FIRST FLOOR-GRAPHIC DESCRIPTION

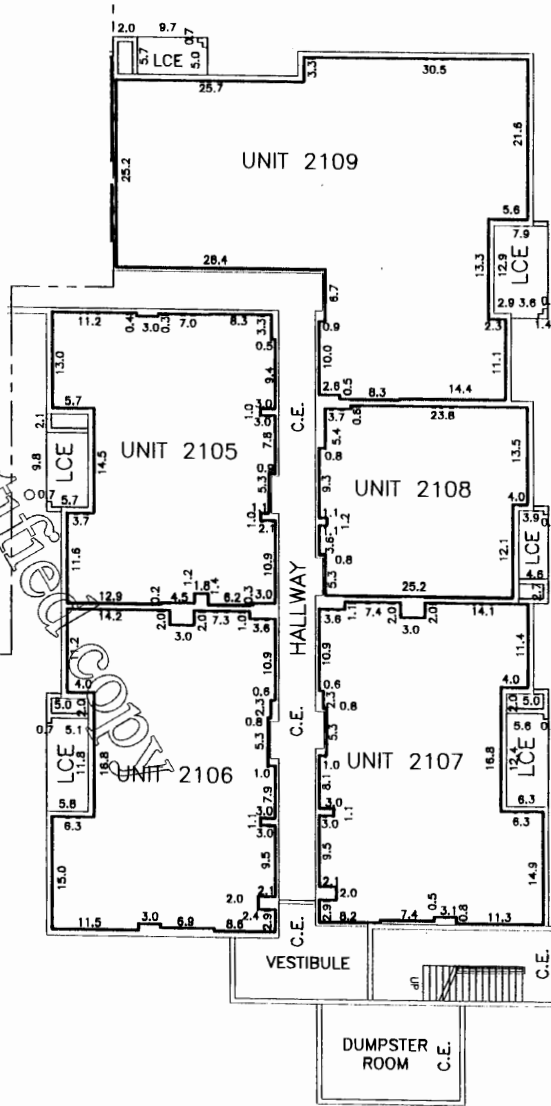
PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

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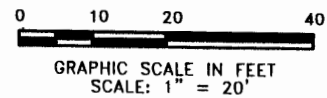
SEE - SHEET 39



NOTES

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ELEVATION OF LOWER LIMIT = 17.0



FINAL ASBUILT SURVEY 11/01/07

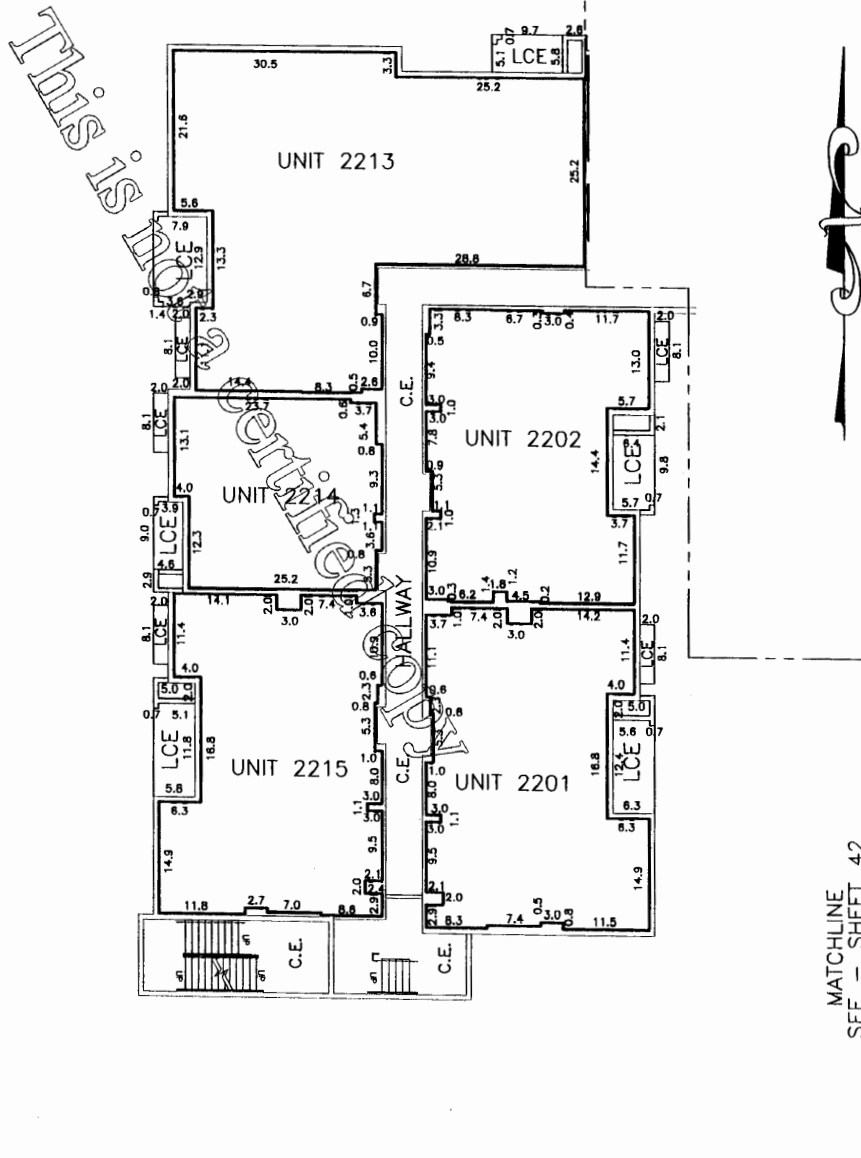
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561.791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R2
FIRST FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

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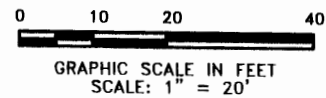
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 35.6
ELEVATION OF LOWER LIMIT = 26.9



FINAL ASBUILT SURVEY 12/11/2007

BORLAND CENTER - TRACT "3"
BUILDING R2
SECOND FLOOR-GRAPHIC DESCRIPTION

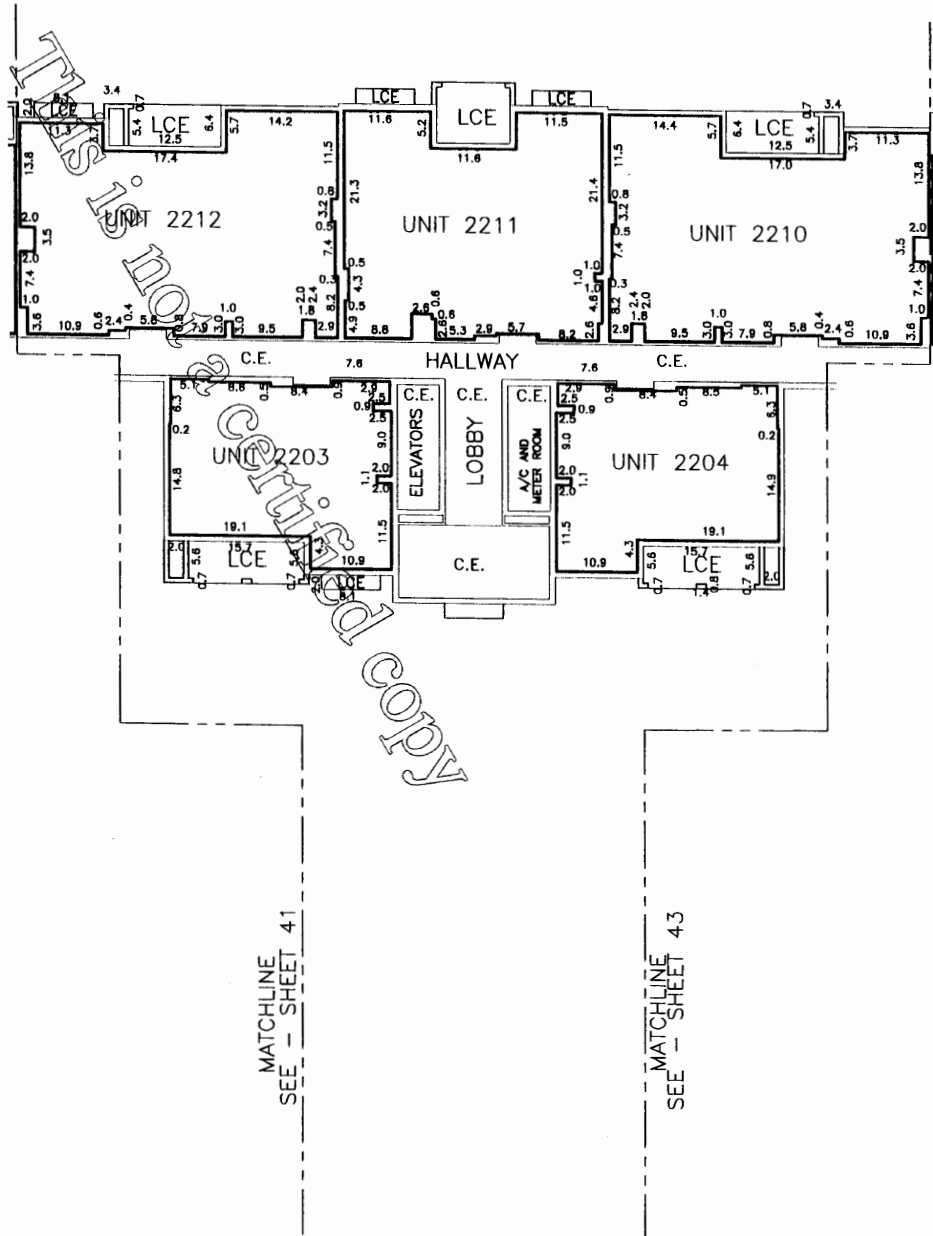
PROJECT NUMBER: 05-1320

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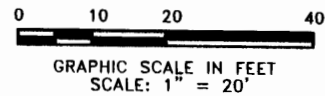
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 35.6
ELEVATION OF LOWER LIMIT = 26.9



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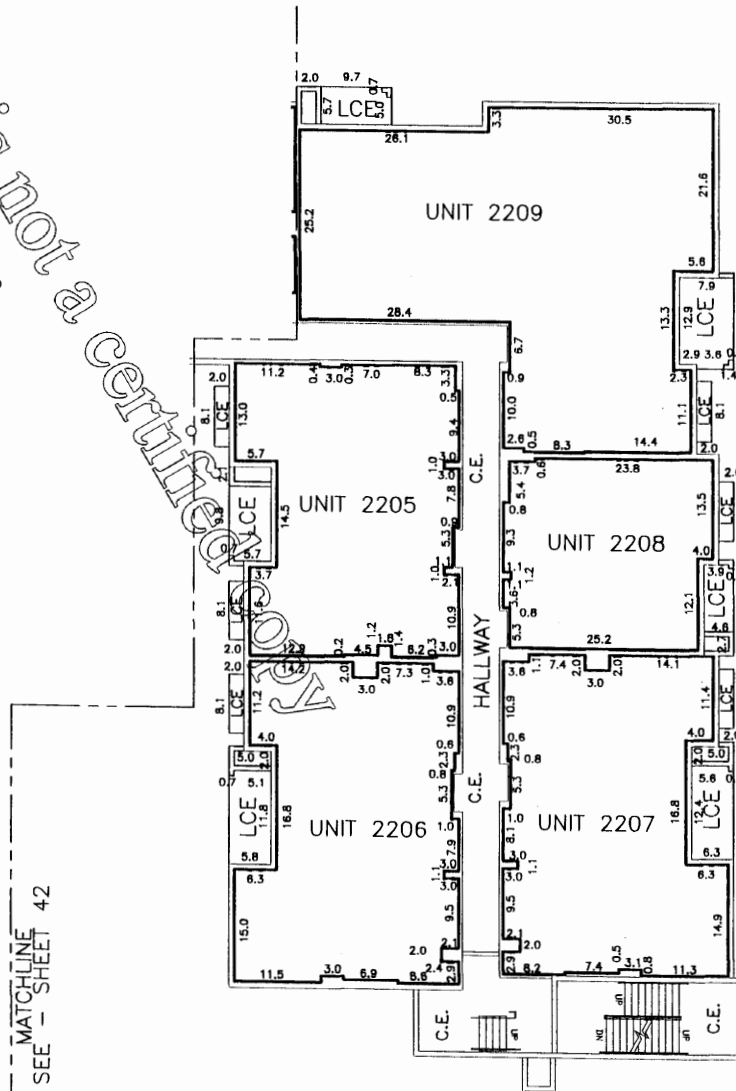
BORLAND CENTER - TRACT "3"
BUILDING R2
SECOND FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh42-1320Bd-R2-02.dwg | Sheet 42 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

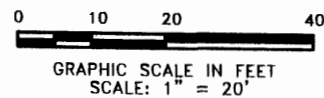
This is not a Certified Survey



NOTES

- ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
- L.C.E. DENOTES "LIMITED COMMON ELEMENT".
- C.E. DENOTES "COMMON ELEMENT".
- _____ DENOTES UNIT BOUNDARIES.
- INTERIOR PERIMETRICAL ASBUILT DIMENSIONS SHOWN HEREON WERE TAKEN AT APPROXIMATELY WAIST HEIGHT TO THE INSIDE FACE OF BEARING AND UNIT PARTITION WALLS AND ARE REPRESENTED TO THE NEAREST 0.10' AND ARE SUBJECT TO CONSTRUCTION TOLERANCES OF 0.20 FEET. INTERIOR AND EXTERIOR WALL WIDTHS VARY.
- FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 35.6
ELEVATION OF LOWER LIMIT = 26.9



FINAL ASBUILT SURVEY 11/01/07

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
888-791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R2
SECOND FLOOR-GRAPHIC DESCRIPTION

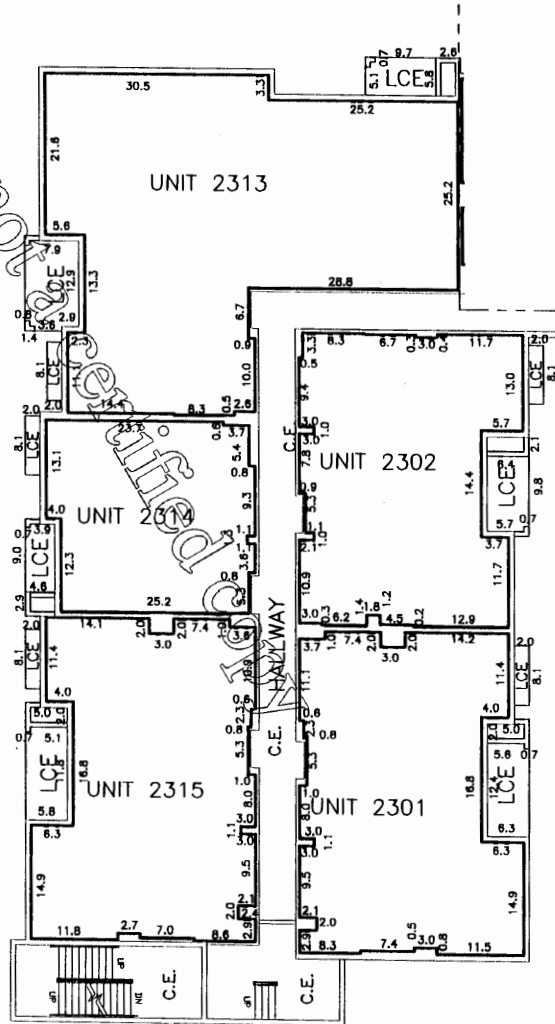
PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh43-1320Bd-R2-112.dwg Sheet 43 OF 62

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

This is not a certified drawing

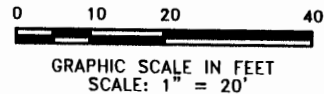


MATCHLINE
SEE - SHEET 45

NOTES

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ELEVATION OF UPPER LIMIT = 44.7
ELEVATION OF LOWER LIMIT = 36.0



FINAL ASBUILT SURVEY 12/11/2007

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

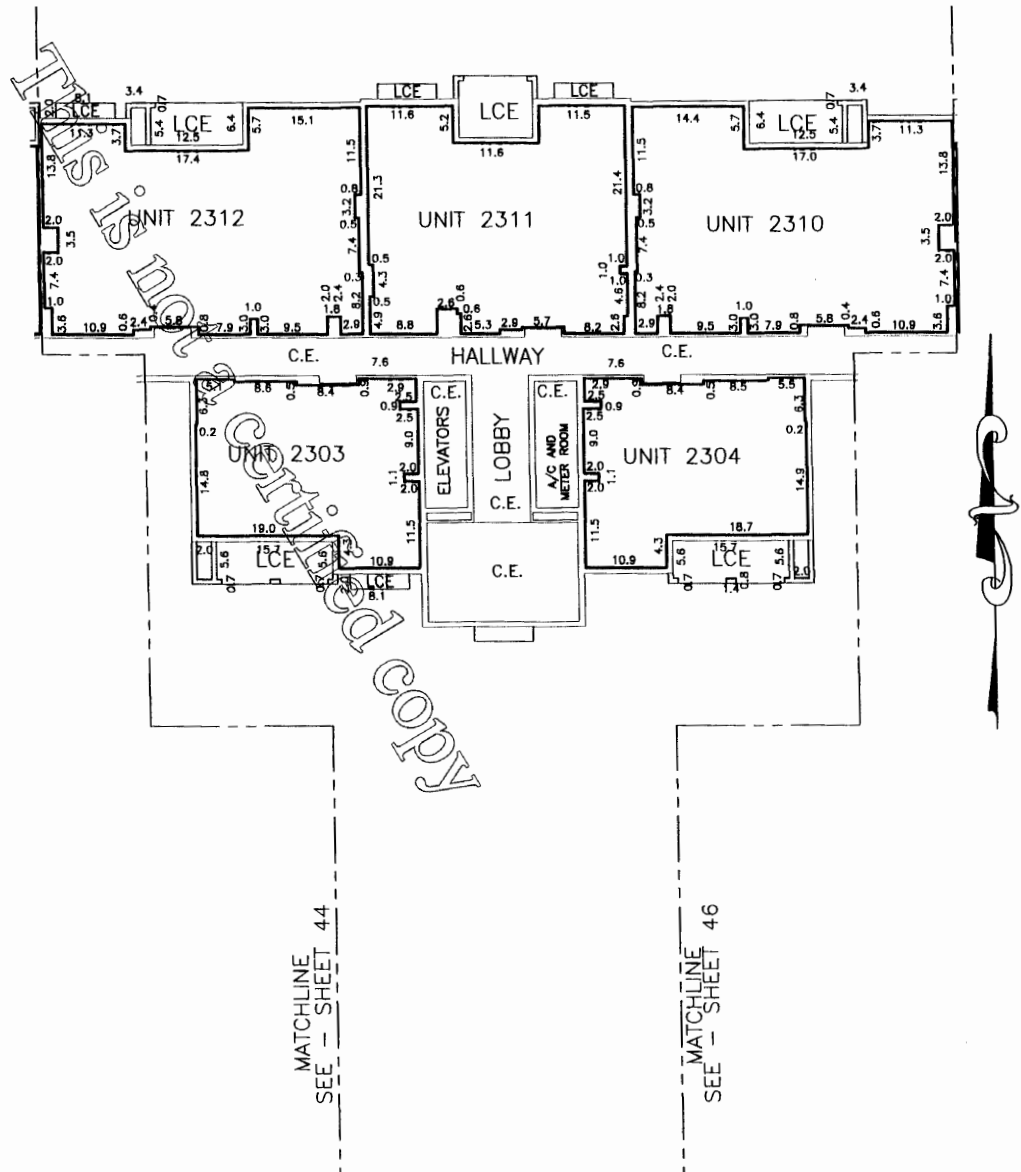
BORLAND CENTER - TRACT "3"
BUILDING R2
THIRD FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh44-1320Bd-R2-113.dwg Sheet 44 OF 62

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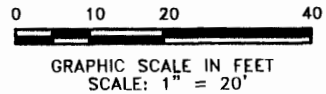
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



NOTES

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ELEVATION OF UPPER LIMIT = 44.7
ELEVATION OF LOWER LIMIT = 36.0



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11101 SOUTH CROWN WAY, SUITE 1
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(561) 791-9280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 10/31/07
BORLAND CENTER - TRACT "3"
BUILDING R2
THIRD FLOOR-GRAPHIC DESCRIPTION

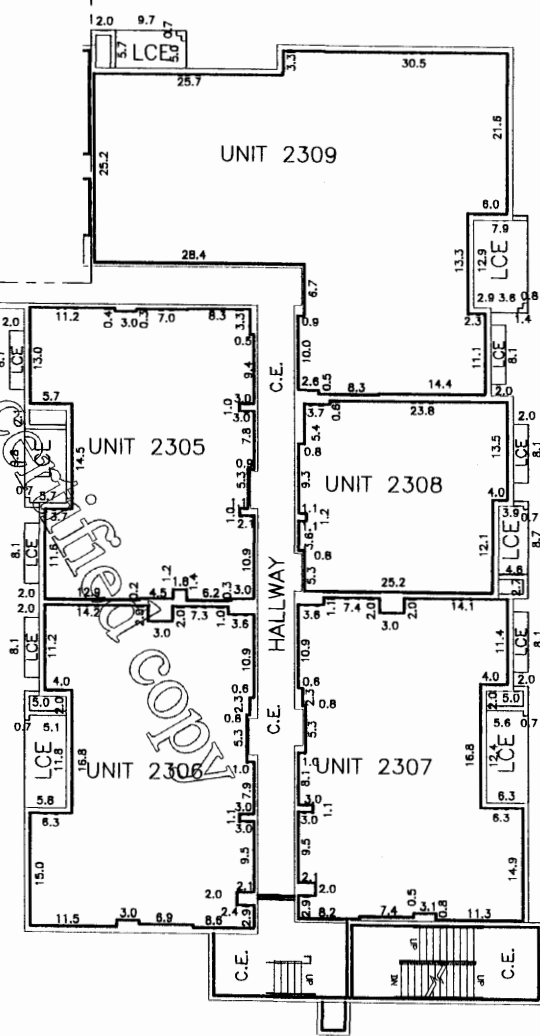
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CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh45-1320Bd-R2-113.dwg Sheet 45 OF 62

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

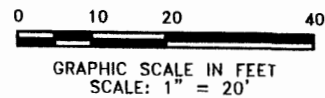
*This is not a
final drawing*



NOTES

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ELEVATION OF LOWER LIMIT = 36.0



FINAL ASBUILT SURVEY 11/01/07

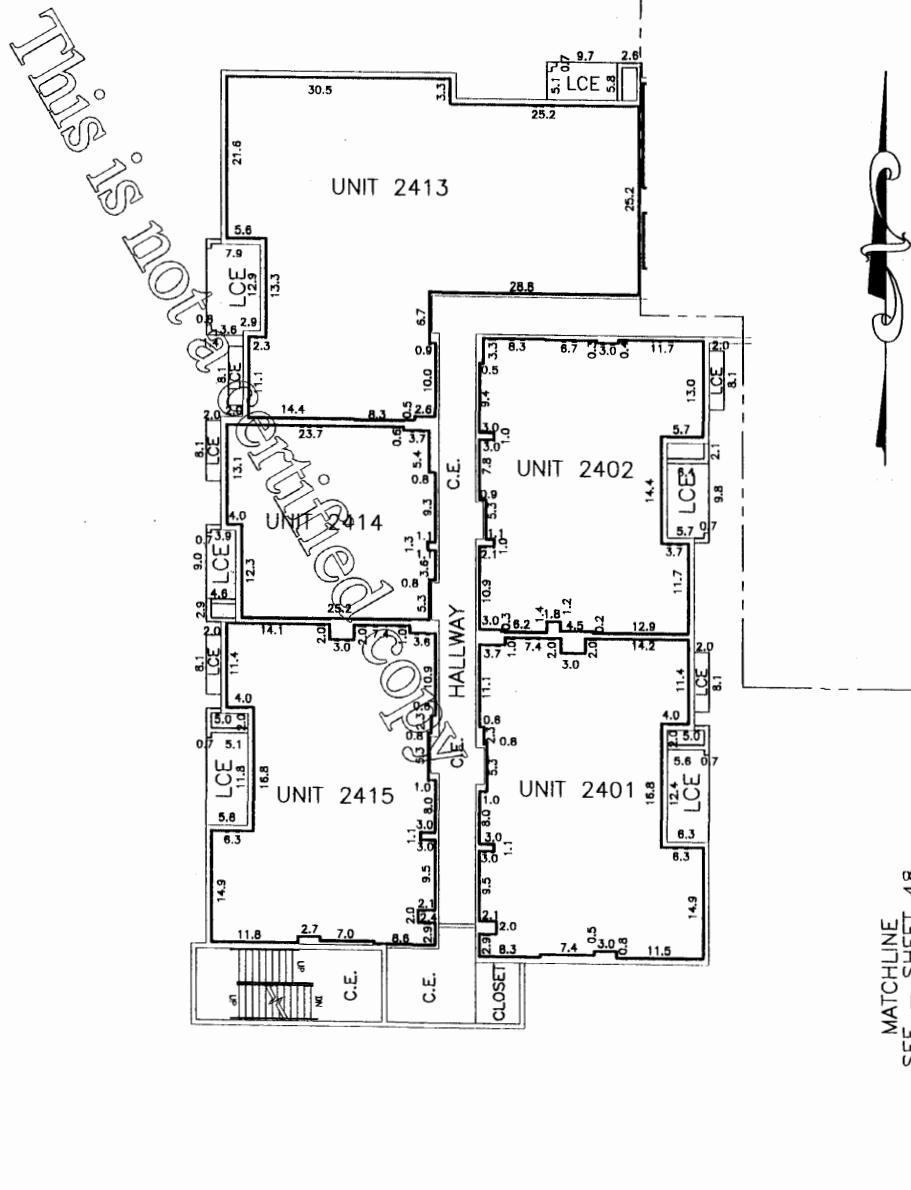
CRAIG A. SMITH & ASSOCIATES
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R2
THIRD FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh46-1320bd-R2-113.dwg | Sheet 46 OF 62

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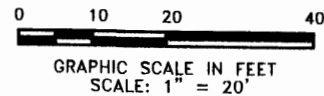
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1



FINAL ASBUILT SURVEY 12/11/2007

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(781) 791-9280
CERTIFICATE NO. LB-3110

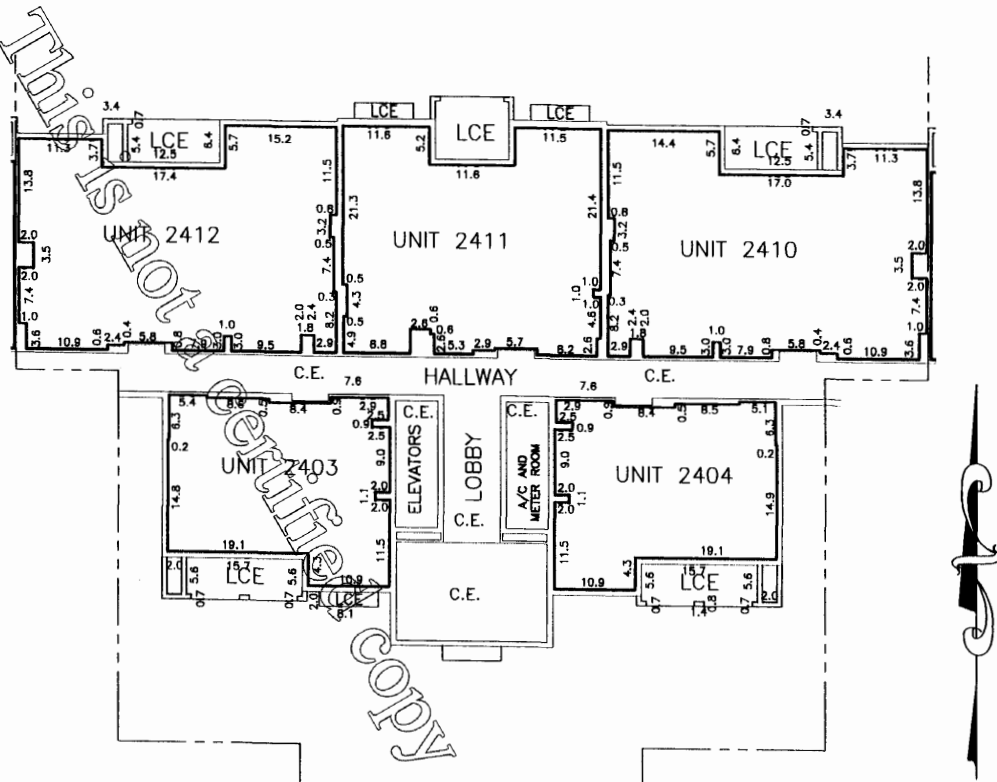
BORLAND CENTER - TRACT "3"
BUILDING R2
FOURTH FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/SH47-1320Bd-R2-114.dwg | Sheet 47 OF 62

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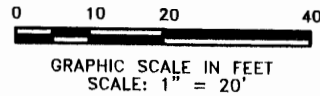
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1



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CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-8280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 10/31/07
BORLAND CENTER - TRACT "3"
BUILDING R2
FOURTH FLOOR-GRAPHIC DESCRIPTION

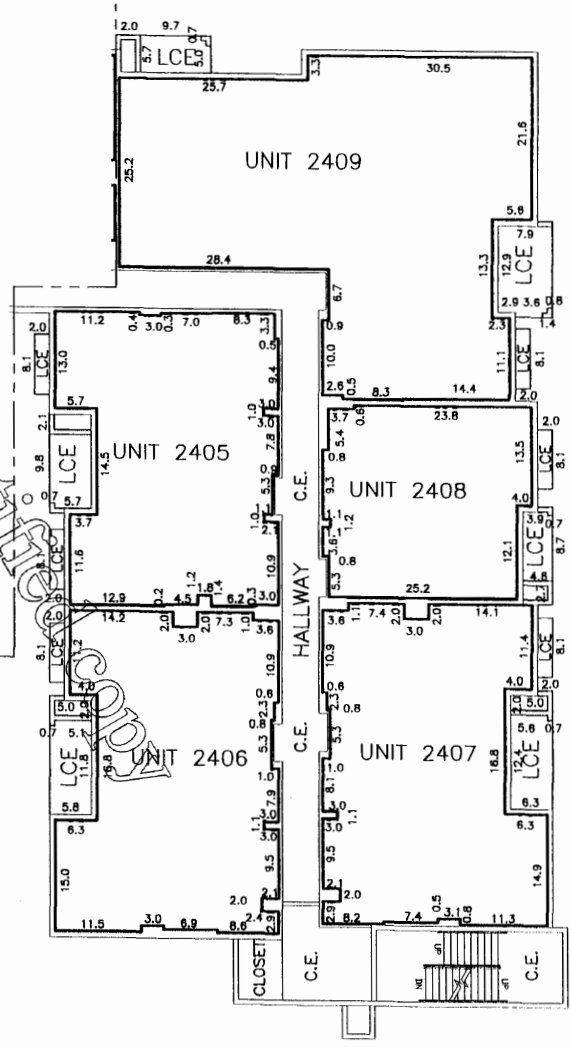
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

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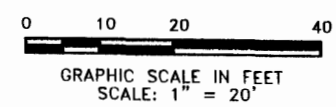
MATCHLINE
SEE - SHEET 48



NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
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ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1



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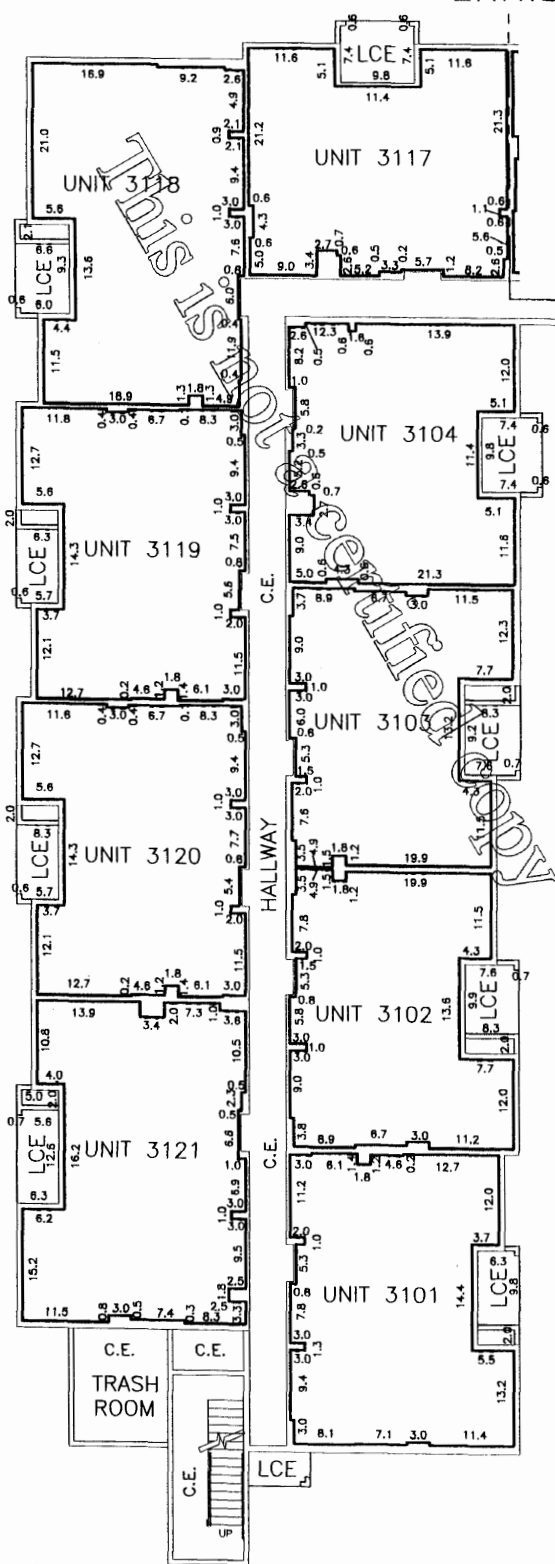
CRAIG A. SMITH & ASSOCIATES
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 11/01/07
BORLAND CENTER - TRACT "3"
BUILDING R2
FOURTH FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh49-1320Bd-R2-114.dwg | Sheet 49 OF 62

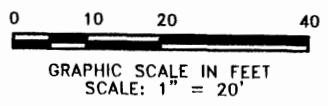
"RESIDENCES AT MIDTOWN, A CONDOMINIUM"
EXHIBIT B

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NOTES

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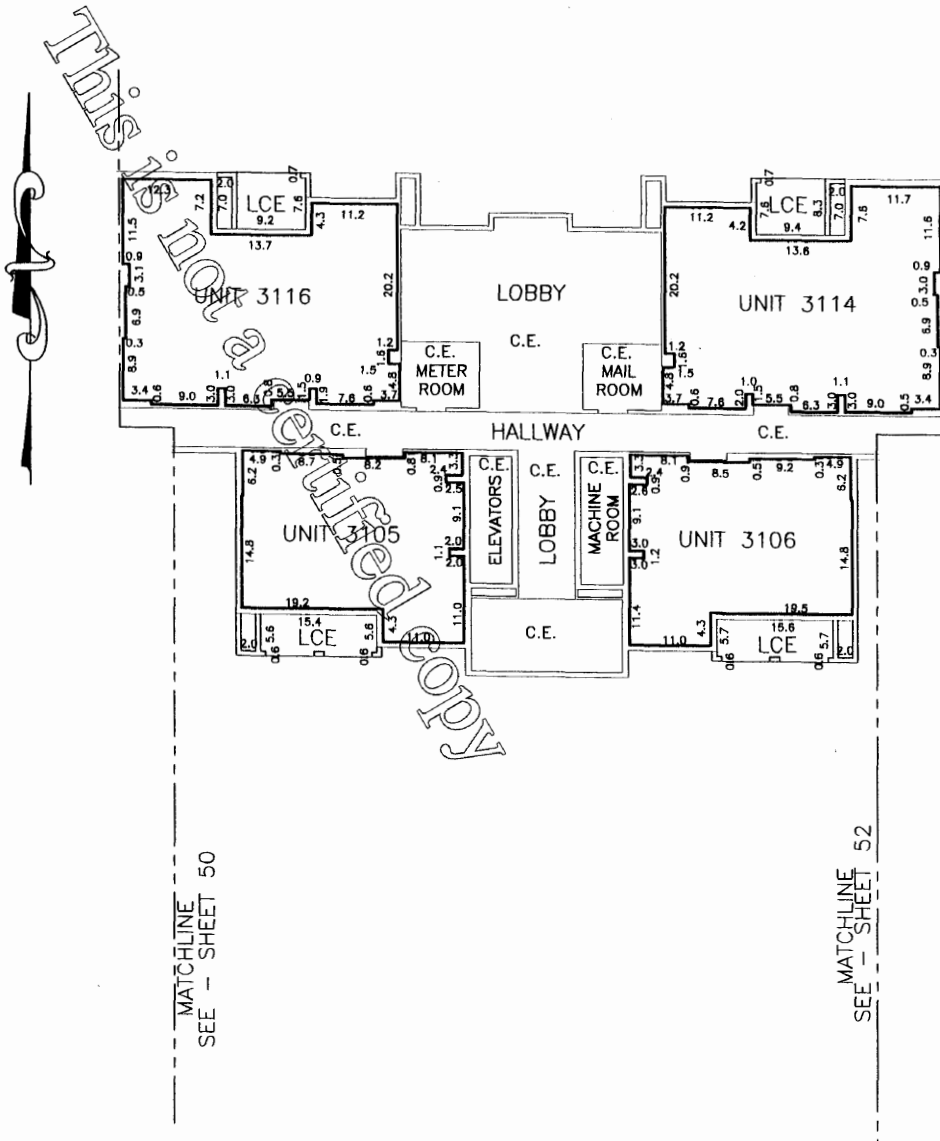
ELEVATION OF UPPER LIMIT = 26.3
ELEVATION OF LOWER LIMIT = 17.0

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 10/19/2007
BORLAND CENTER - TRACT "3"
BUILDING R3
FIRST FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/SH50-1320Bd-R3-111.dwg | Sheet 50 OF 62

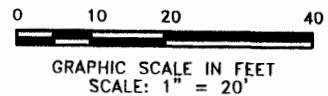
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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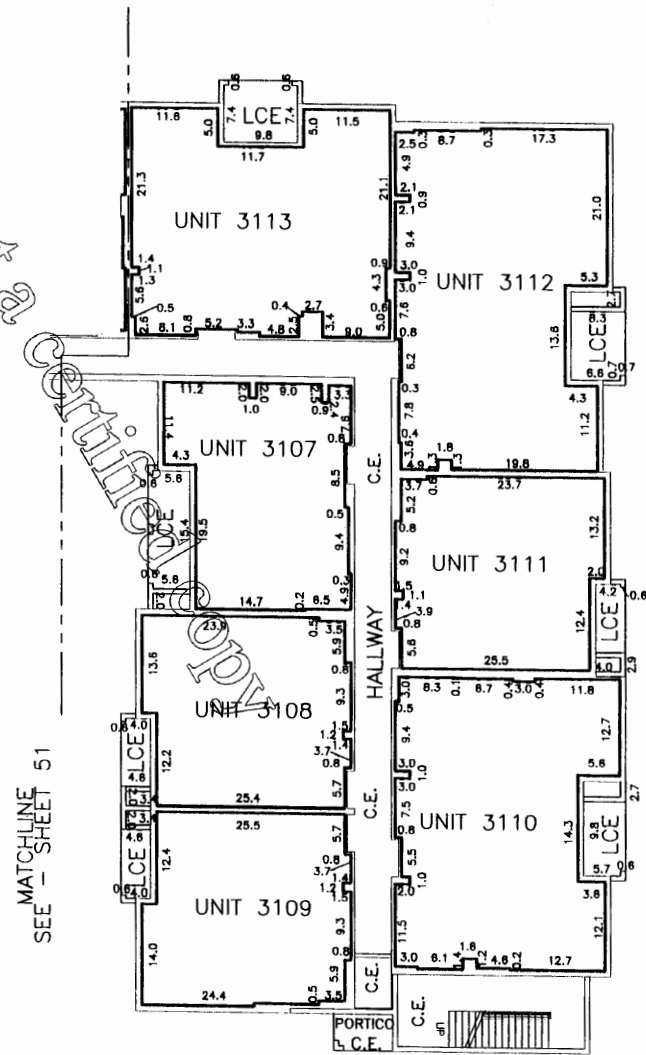
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-3280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY
BORLAND CENTER - TRACT "3"
BUILDING R3
FIRST FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320
CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh51-1320Bd-R3-III.dwg Sheet 51 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

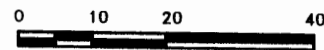
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Certificate



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GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

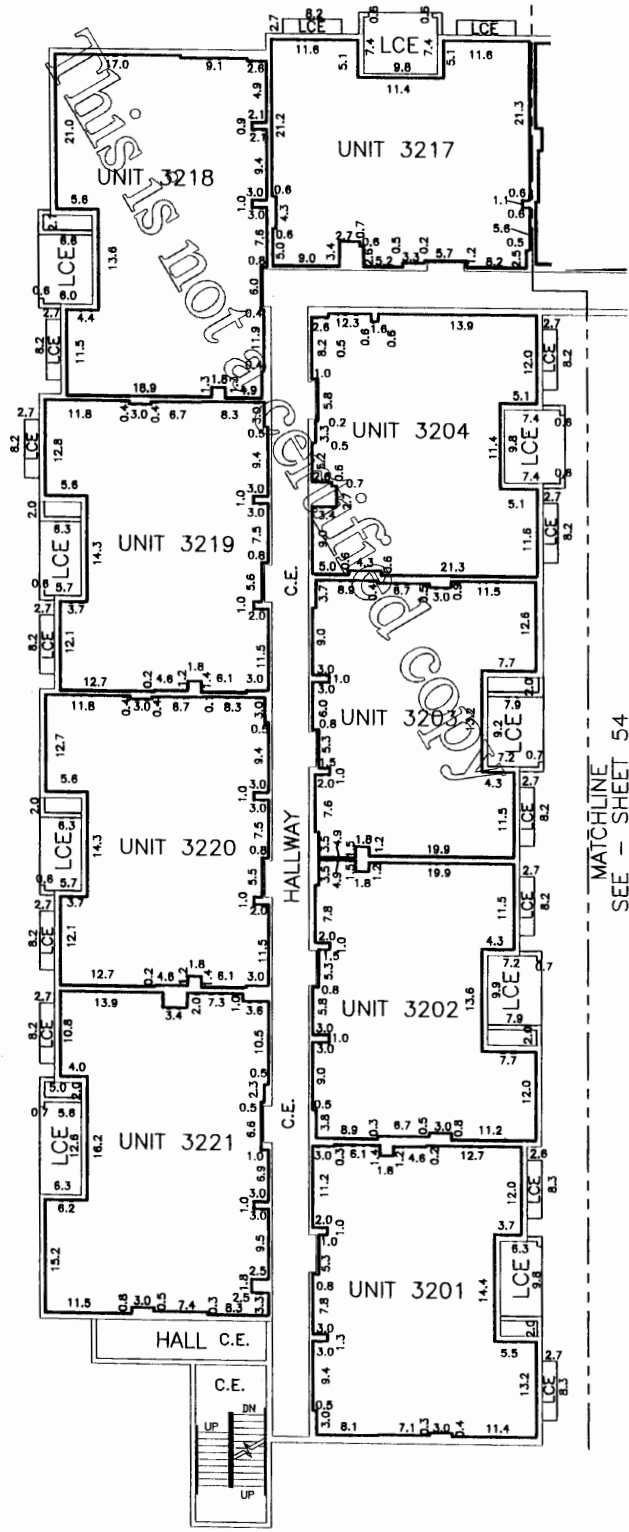
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CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY
BORLAND CENTER - TRACT "3"
BUILDING R3
FIRST FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

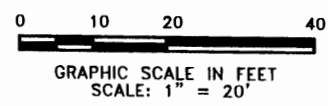
CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/SH52-1320Bd-R3-111.dwg Sheet 52 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



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ELEVATION OF UPPER LIMIT = 35.6
ELEVATION OF LOWER LIMIT = 26.9

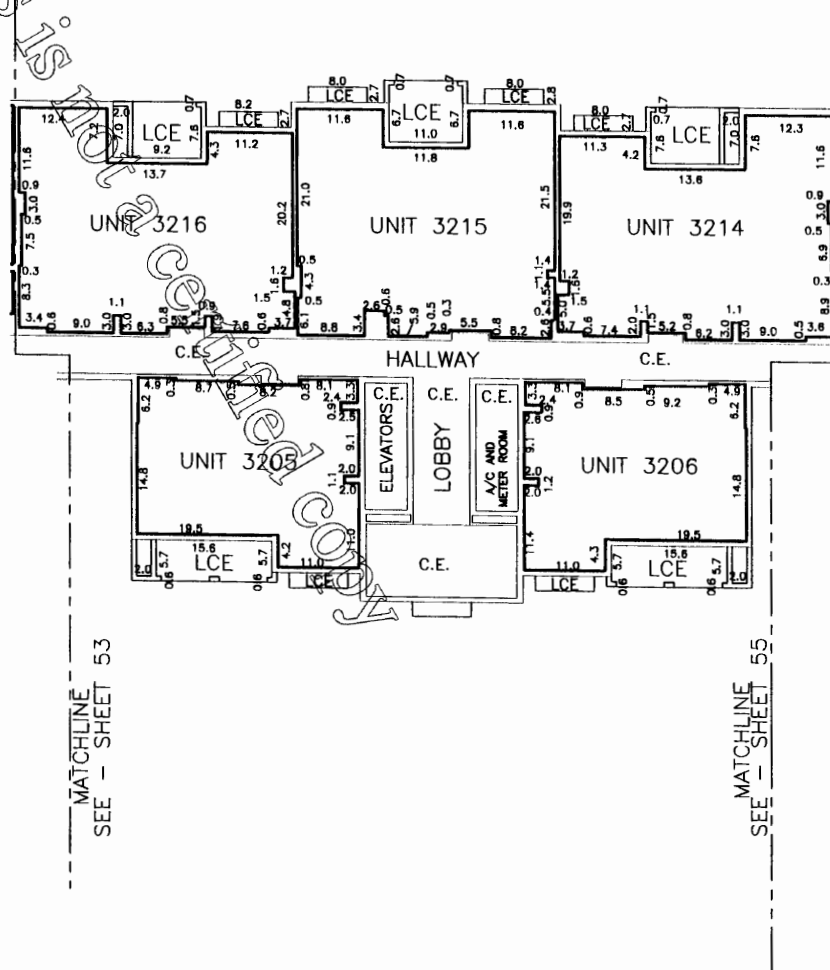
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
791-8286
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY
BORLAND CENTER - TRACT "3"
BUILDING R3
SECOND FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh53-1320Bd-R3-R2.dwg Sheet 53 OF 62

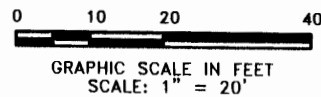
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
2. L.C.E. DENOTES "LIMITED COMMON ELEMENT".
3. C.E. DENOTES "COMMON ELEMENT".
4. _____ DENOTES UNIT BOUNDARIES.
5. INTERIOR PERIMETRICAL ASBUILT DIMENSIONS SHOWN HEREON WERE TAKEN AT APPROXIMATELY WAIST HEIGHT TO THE INSIDE FACE OF BEARING AND UNIT PARTITION WALLS AND ARE REPRESENTED TO THE NEAREST 0.10' AND ARE SUBJECT TO CONSTRUCTION TOLERANCES OF 0.20 FEET. INTERIOR AND EXTERIOR WALL WIDTHS VARY.
6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 35.6
ELEVATION OF LOWER LIMIT = 26.9



FINAL ASBUILT SURVEY 10/19/2007

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY SUITE 1
WELLINGTON, FLORIDA 33414
(561) 791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R3
SECOND FLOOR-GRAPHIC DESCRIPTION

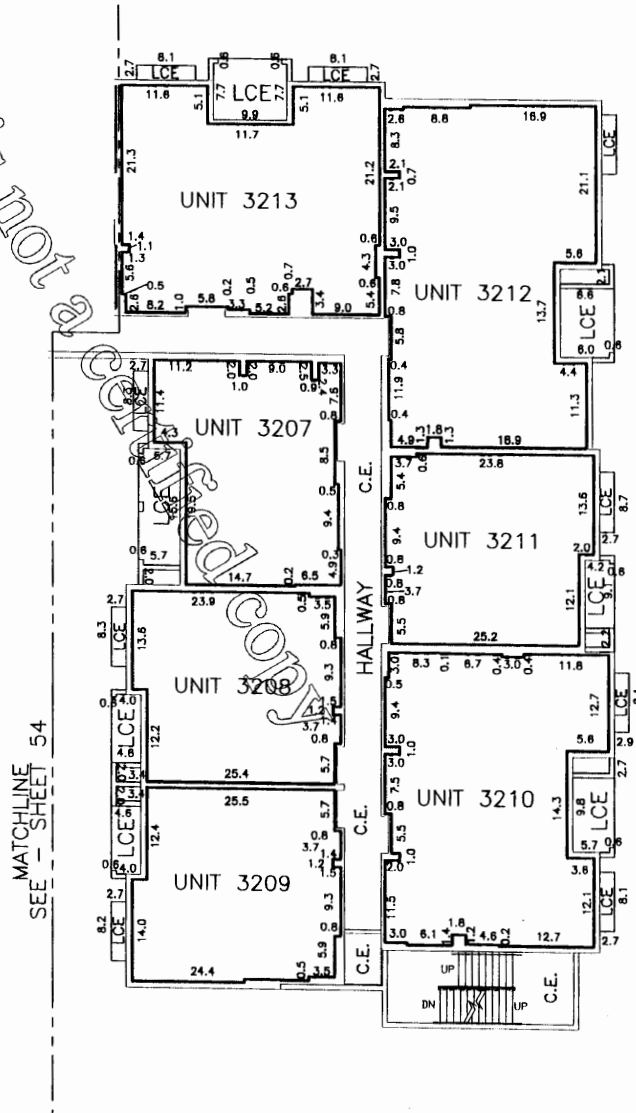
PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

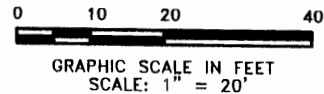
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NOTES

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6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 35.6
ELEVATION OF LOWER LIMIT = 26.9



FINAL ASBUILT SURVEY

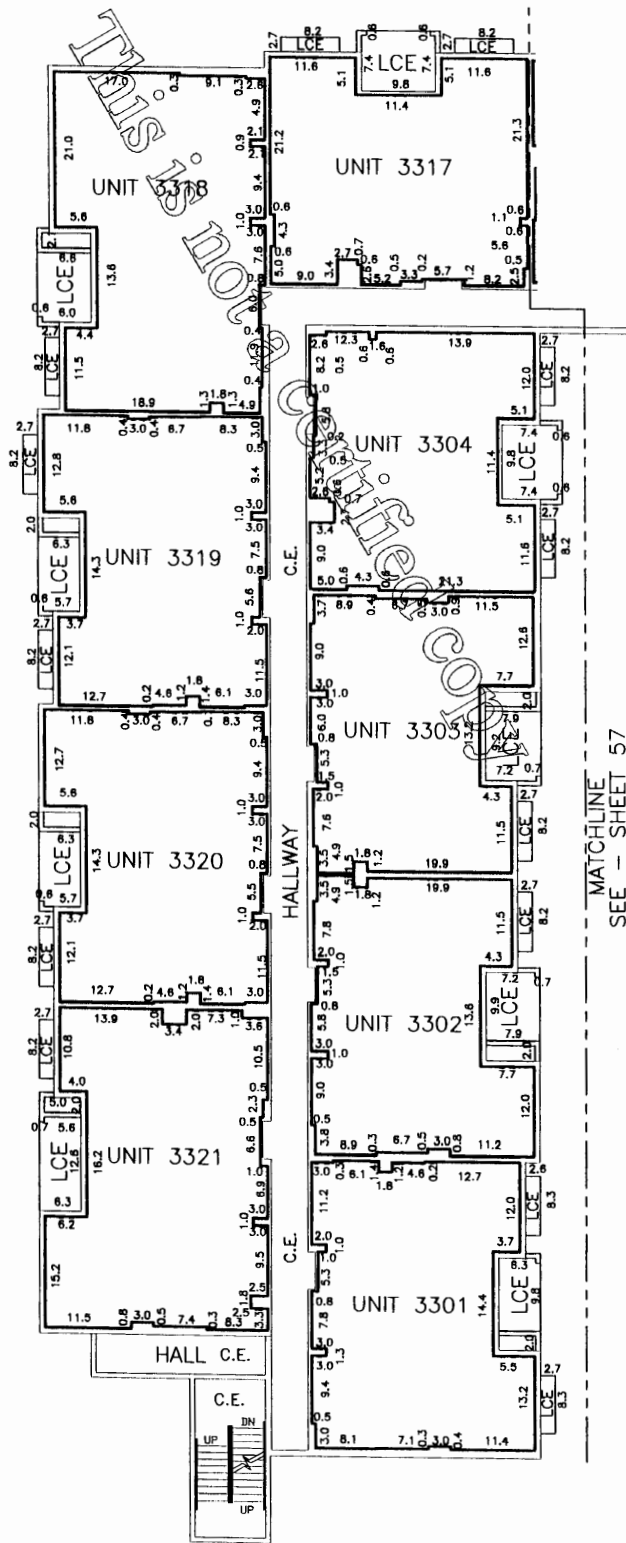
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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R3
SECOND FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

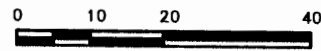
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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
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6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.



GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

ELEVATION OF UPPER LIMIT = 44.7
ELEVATION OF LOWER LIMIT = 36.0

S:\Survey\05-1320-BORLAND CENTER\CONDO EXHIBITS\Bldg H R1 R2 R3 R4 FINAL ASBUILT SURVEY\SH56-1320Bd-R3-R3.dwg, 2/5/2008 9:30:29 AM, WELL, PRINTER.PC3

FINAL ASBUILT SURVEY 10/19/2007

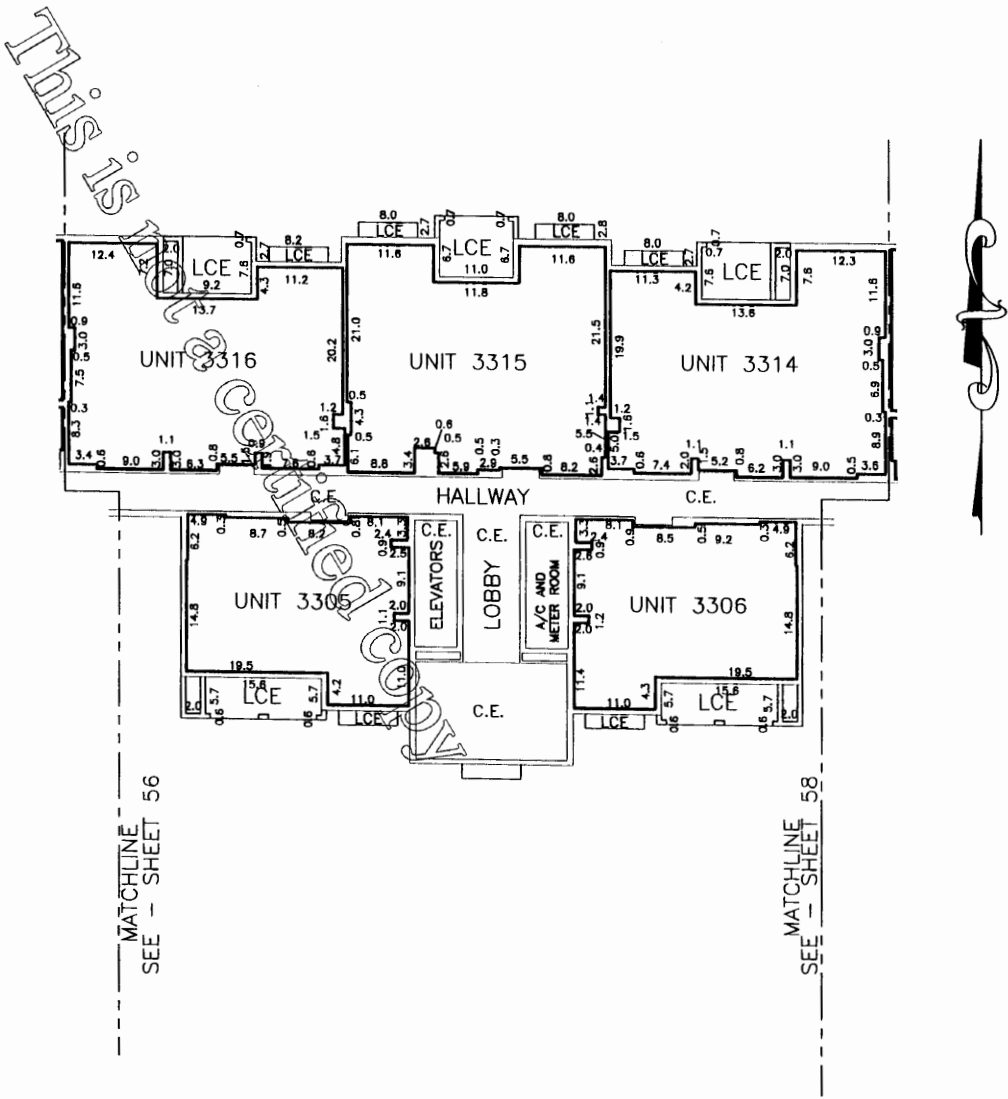
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(561) 791-9280
CERTIFICATE NO. LB-3110

BORLAND CENTER - TRACT "3"
BUILDING R3
THIRD FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

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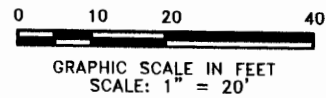
"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B



NOTES

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6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 44.7
ELEVATION OF LOWER LIMIT = 36.0



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CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 10/19/2007

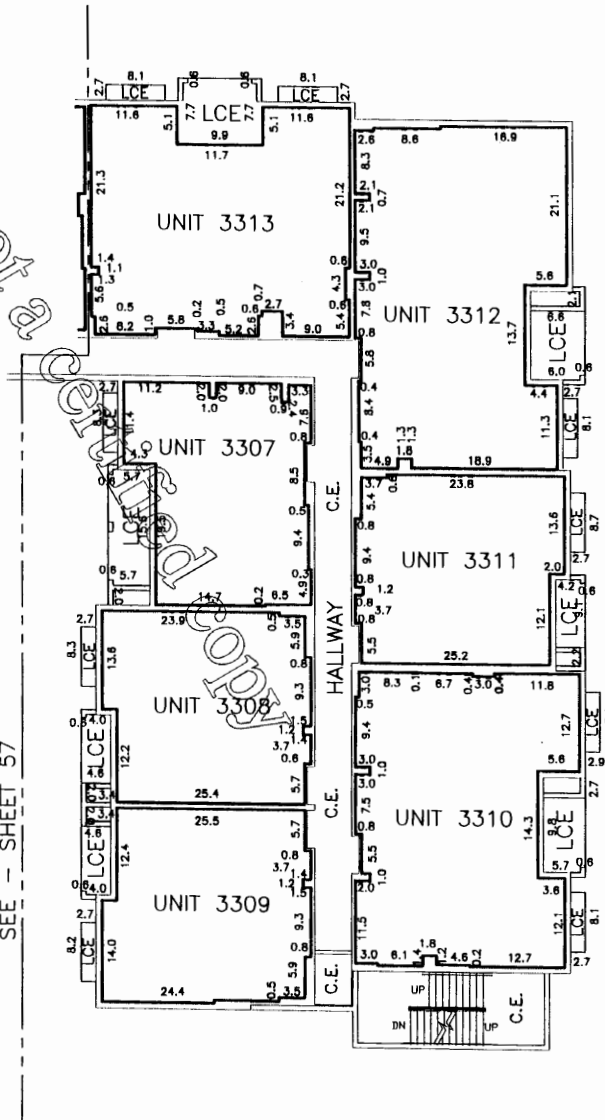
BORLAND CENTER - TRACT "3"
BUILDING R3
THIRD FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

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"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

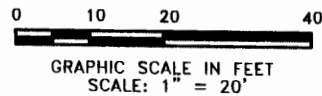
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NOTES

- ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
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- FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 44.7
ELEVATION OF LOWER LIMIT = 36.0



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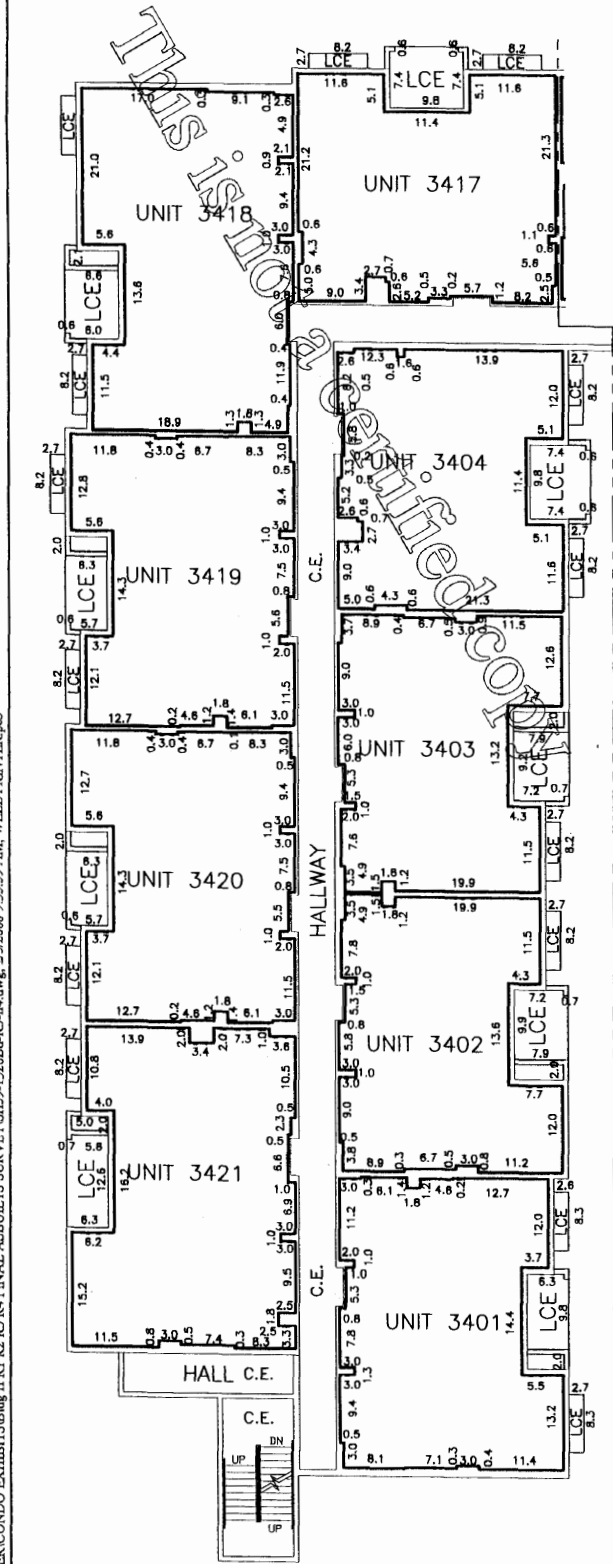
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(561) 791-8280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY
BORLAND CENTER - TRACT "3"
BUILDING R3
THIRD FLOOR - GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/SH58-1320Bd-R3-R4.dwg Sheet 58 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"

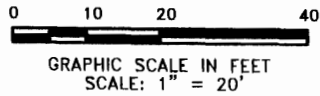
EXHIBIT B



NOTES

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6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

MATCHLINE
SEE - SHEET 60



ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1

S:\Survey\05-1320-BORLAND CENTER CONDO EXHIBITS\Bldg H R1 R2 R3 R4 FINAL ASBUILTS SURVEYS\SH59-1320Bd-R3-84.dwg, 2/5/2008 9:35:59 A.M., WELL PRINTER.pc3

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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561-791-9280
CERTIFICATE NO. LB-3110

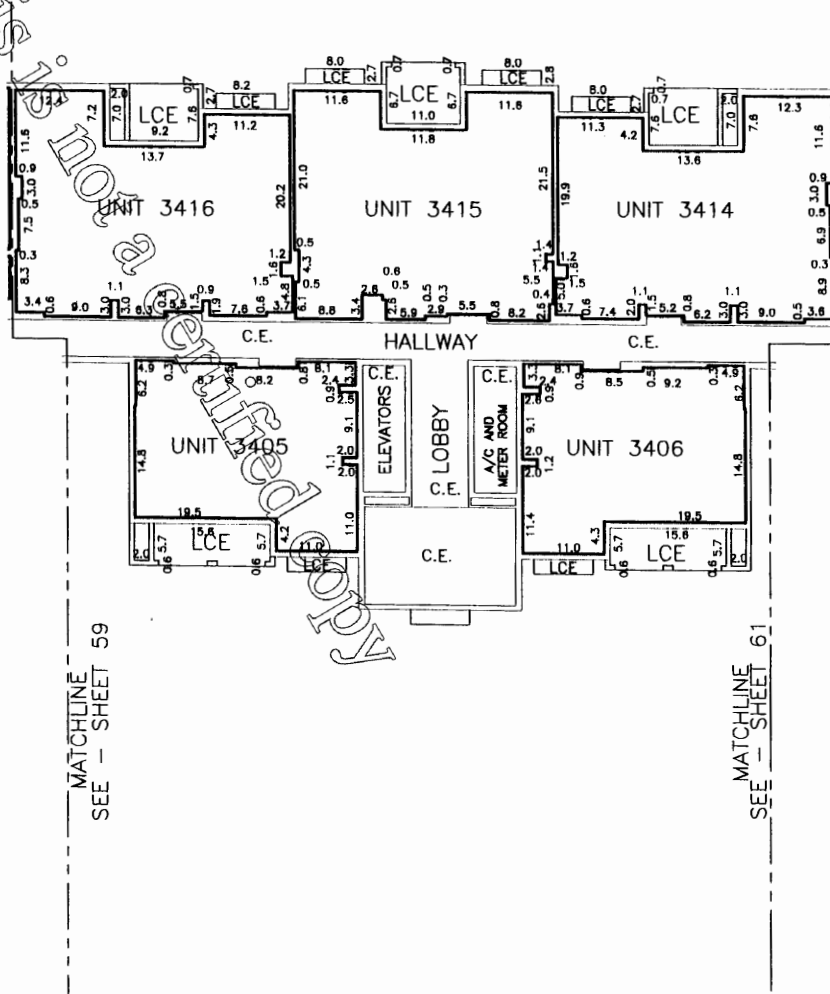
FINAL ASBUILT SURVEY 11/05/07
BORLAND CENTER - TRACT "3"
BUILDING R3
FOURTH FLOOR-GRAPHIC DESCRIPTION

PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/SH59-1320Bd-R3-114.dwg | Sheet 59 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

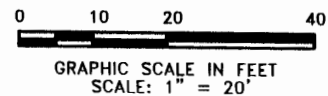
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NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK "HOSTETLER", HAVING A PUBLISHED ELEVATION OF 15.299'.
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6. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

ELEVATION OF UPPER LIMIT = 54.5
ELEVATION OF LOWER LIMIT = 45.1



S:\Survey\05-1320-BORLAND CENTER\CONDO EXHIBITS\B\fig H R1 R2 R3 R4 FINAL ASBUILT SURVEY\SH60-1320Bd-R3-R4.dwg, 2/5/2008 9:38:08 AM, WELL PRINTER.pc3

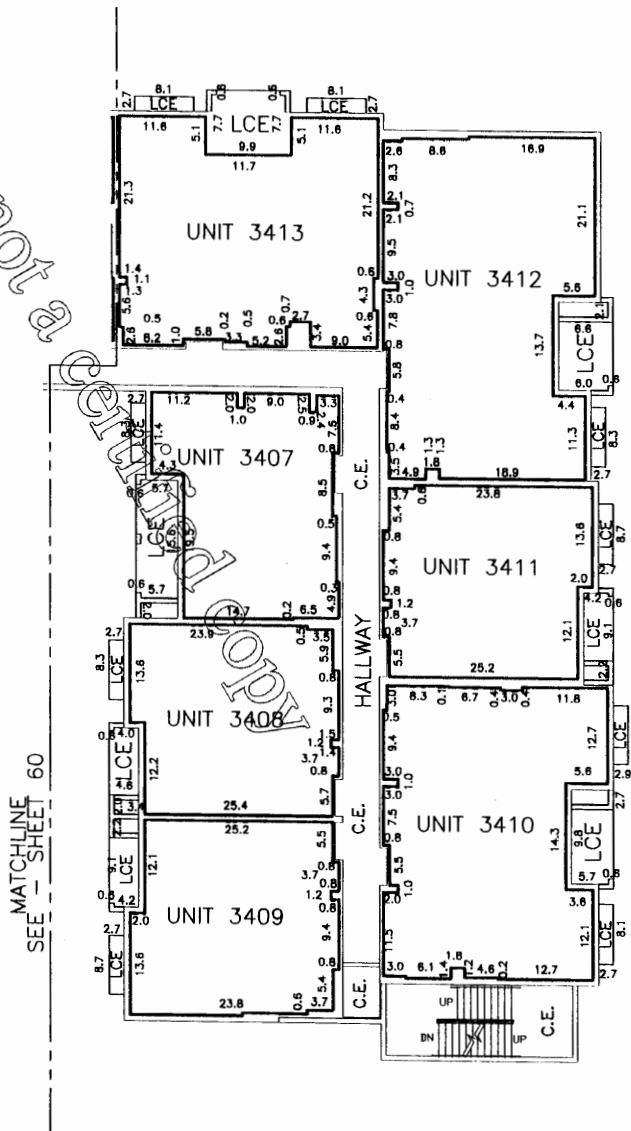
CRAIG A. SMITH & ASSOCIATES

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 11101 SOUTH CROWN WAY, SUITE 1
 WELLINGTON, FLORIDA 33414
 (561) 791-9280
 CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 11/05/07
 BORLAND CENTER - TRACT "3"
 BUILDING R3
 FOURTH FLOOR-GRAPHIC DESCRIPTION
 PROJECT NUMBER: 05-1320
 CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh00-1320Bd-R3-R4.dwg | Sheet 60 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM" EXHIBIT B

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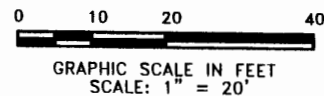


MATCHLINE
SEE SHEET 60

NOTES

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ELEVATION OF LOWER LIMIT = 45.1



S:\Survey\05-1320-BORLAND CENTER\CONDO EXHIBITS\Bldg H R1 R2 R3 R4 FINAL ASBUILTS SURVEY\SH61-1320Bd-R3-f4.dwg, 2/5/2008 9:40:00 AM, WELL, PRINTER.pc3

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CONSULTING ENGINEERS-PLANNERS-SURVEYORS
11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
TEL 561-791-9280
CERTIFICATE NO. LB-3110

FINAL ASBUILT SURVEY 11/05/07
BORLAND CENTER - TRACT "3"
BUILDING R3
FOURTH FLOOR-GRAPHIC DESCRIPTION
PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex./H R1 R2 R3 R4/Sh61-1320Bd-R3-f4.dwg | Sheet 61 OF 62

"RESIDENCES AT MIDTOWN, A CONDOMINIUM"

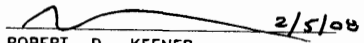
JANUARY 25, 2008

RE. RESIDENCES AT MIDTOWN, A CONDOMINIUM
CAS PROJECT: 05-1320

TO WHOM IT MAY CONCERN:

"I DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN RESIDENCES AT MIDTOWN, A CONDOMINIUM, AS SHOWN HEREON (OR ATTACHED HERETO) IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS COMPRISING THIS EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITHIN RESIDENCES AT MIDTOWN, A CONDOMINIUM, CAN BE DETERMINATED FROM THESE MATERIALS."

I FURTHER CERTIFY THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO ACCESS TO THE UNIT AND COMMON-ELEMENT FACILITIES SERVICING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN DEPICTED HEREIN.


ROBERT D. KEENER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 4846

S:\Survey\05-1320-BORLAND CENTER\CONDO EXHIBITS\Bldg H R1 R2 R3 R4 FINAL ASBUILTS SURVEY\SH62-1320-Surv Cert.dwg, 2/5/08 9:41:50 AM, WELL PRINTER.pc3

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11101 SOUTH CROWN WAY, SUITE 1
WELLINGTON, FLORIDA 33414
561 791-9280
CERTIFICATE NO. LB-3110

SURVEYOR' CERTIFICATE
EXHIBIT TO THE DECLARATION

PROJECT NUMBER: 05-1320

CAD LIBRARY:05-1320/condo ex/H R1 R2 R3 R4/Sh62-1320-Surv Cert.dwg | Sheet 62 OF 62

EXHIBIT "C"

UNDIVIDED PERCENTAGE SHARE IN COMMON ELEMENTS

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EXHIBIT "C"

RESIDENCES AT MIDTOWN, a Condominium

Unit Owner Percentages of Interest in Common Elements

Unit No.	Unit Type	Percentage
1101	F	0.50711507
1102	E	0.45993236
1103	B	0.29062967
1104	B	0.29062967
1105	B	0.29062967
1106	A	0.29935253
1107	A	0.29935253
1108	E	0.45993236
1109	B	0.29062967
1110	H	0.804881626
1111	F	0.50711507
1113	F	0.50711507
1114	H	0.804881626
1115	E	0.45993236
1116	G	0.52178533
1201	F	0.50711507
1202	E	0.45993236
1203	B	0.29062967
1204	B	0.29062967
1205	B	0.29062967
1206	A	0.29935253
1207	A	0.29935253
1208	E	0.45993236
1209	B	0.29062967
1210	H	0.804881626
1211	F	0.50711507
1212	C	0.42940237
1213	F	0.50711507
1214	H	0.804881626
1215	E	0.45993236
1216	G	0.52178533
1301	F	0.50711507
1302	E	0.45993236
1303	B	0.29062967
1304	B	0.29062967
1305	B	0.29062967
1306	A	0.29935253
1307	A	0.29935253
1308	E	0.45993236
1309	B	0.29062967
1310	H	0.804881626
1311	F	0.50711507
1312	C	0.42940237
1313	F	0.50711507
1314	H	0.804881626
1315	E	0.45993236
1316	G	0.52178533
1401	F	0.50711507
1402	E	0.45993236
1403	B	0.29062967
1404	B	0.29062967
1405	B	0.29062967
1406	A	0.29935253
1407	A	0.29935253
1408	E	0.45993236
1409	B	0.29062967
1410	H	0.804881626
1411	F	0.50711507
1412	C	0.42940237
1413	F	0.50711507
1414	H	0.804881626

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EXHIBIT "C"

RESIDENCES AT MIDTOWN, a Condominium

Unit Owner Percentages of Interest in Common Elements

Unit No.	Unit Type	Percentage
1415	E	0.45993236
1416	G	0.52178533
2101	F	0.50711507
2102	E	0.45993236
2103	B	0.29062967
2104	B	0.29062967
2105	E	0.45993236
2106	F	0.50711507
2107	F	0.50711507
2108	A	0.29935253
2109	H	0.804881626
2110	F	0.50711507
2112	F	0.50711507
2113	H	0.804881626
2114	A	0.29935253
2115	F	0.50711507
2201	F	0.50711507
2202	E	0.45993236
2203	B	0.29062967
2204	B	0.29062967
2205	E	0.45993236
2206	F	0.50711507
2207	F	0.50711507
2208	A	0.29935253
2209	H	0.804881626
2210	F	0.50711507
2211	C	0.42940237
2212	F	0.50711507
2213	H	0.804881626
2214	A	0.29935253
2215	F	0.50711507
2301	F	0.50711507
2302	E	0.45993236
2303	B	0.29062967
2304	B	0.29062967
2305	E	0.45993236
2306	F	0.50711507
2307	F	0.50711507
2308	A	0.29935253
2309	H	0.804881626
2310	F	0.50711507
2311	C	0.42940237
2312	F	0.50711507
2313	H	0.804881626
2314	A	0.29935253
2315	F	0.50711507
2401	F	0.50711507
2402	E	0.45993236
2403	B	0.29062967
2404	B	0.29062967
2405	E	0.45993236
2406	F	0.50711507
2407	F	0.50711507
2408	A	0.29935253
2409	H	0.804881626
2410	F	0.50711507
2411	C	0.42940237
2412	F	0.50711507
2413	H	0.804881626
2414	A	0.29935253
2415	F	0.50711507

This is not a contract

EXHIBIT "C"

RESIDENCES AT MIDTOWN, a Condominium

Unit Owner Percentages of Interest in Common Elements

Unit No.	Unit Type	Percentage
3101	E	0.45993236
3102	D	0.42226548
3103	D	0.42226548
3104	C	0.42940237
3105	B	0.29062967
3106	B	0.29062967
3107	B	0.29062967
3108	A	0.29935253
3109	A	0.29935253
3110	E	0.45993236
3111	A	0.29935253
3112	G	0.52178533
3113	C	0.42940237
3114	D	0.42226548
3116	D	0.42226548
3117	C	0.42940237
3118	G	0.52178533
3119	E	0.45993236
3120	E	0.45993236
3121	F	0.50711507
3201	E	0.45993236
3202	D	0.42226548
3203	D	0.42226548
3204	C	0.42940237
3205	B	0.29062967
3206	B	0.29062967
3207	B	0.29062967
3208	A	0.29935253
3209	A	0.29935253
3210	E	0.45993236
3211	A	0.29935253
3212	G	0.52178533
3213	C	0.42940237
3214	D	0.42226548
3215	C	0.42940237
3216	D	0.42226548
3217	C	0.42940237
3218	G	0.52178533
3219	E	0.45993236
3220	E	0.45993236
3221	F	0.50711507
3301	E	0.45993236
3302	D	0.42226548
3303	D	0.42226548
3304	C	0.42940237
3305	B	0.29062967
3306	B	0.29062967
3307	B	0.29062967
3308	A	0.29935253
3309	A	0.29935253
3310	E	0.45993236
3311	A	0.29935253
3312	G	0.52178533
3313	C	0.42940237
3314	D	0.42226548
3315	C	0.42940237
3316	D	0.42226548
3317	C	0.42940237
3318	G	0.52178533
3319	E	0.45993236
3320	E	0.45993236

This is not a contract

EXHIBIT "C"

RESIDENCES AT MIDTOWN, a Condominium

Unit Owner Percentages of Interest in Common Elements

Unit No.	Unit Type	Percentage
3321	F	0.50711507
3401	E	0.45993236
3402	D	0.42226548
3403	D	0.42226548
3404	C	0.42940237
3405	B	0.29062967
3406	B	0.29062967
3407	B	0.29062967
3408	A	0.29935253
3409	A	0.29935253
3410	E	0.45993236
3411	A	0.29935253
3412	G	0.52178533
3413	C	0.42940237
3414	D	0.42226548
3415	C	0.42940237
3416	D	0.42226548
3417	C	0.42940237
3418	G	0.52178533
3419	E	0.45993236
3420	E	0.45993236
3421	F	0.50711507
101	MSC	0.4876869
102	MSCR	0.4876869
103	MSC	0.4876869
104	MSC	0.4876869
105	MSA	0.33860537
106	MSB	0.38340913
107	MSC	0.4876869
108	MSCR	0.4876869
109	MSC	0.4876869
110	MSD	0.56421013
201	MSC	0.4876869
202	MSCR	0.4876869
203	MSC	0.4876869
204	MSC	0.4876869
205	MSA	0.33860537
206	MSB	0.38340913
207	MSC	0.4876869
208	MSCR	0.4876869
209	MSC	0.4876869
210	MSD	0.56421013

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