

DECLARATION OF CONDOMINIUM

OF

27555

CENTRE HILL COURTS CONDOMINIUM

MADE this 28th day of March, 1975, by DOUGLASS E. WENDEL, not individually but as Receiver, for himself, his successors, assignees and grantees, hereinafter referred to as the "Sponsor".

WHEREIN, the Sponsor makes the following declarations:

ARTICLE I

PURPOSE

The purpose of this Declaration is to submit the lands described in this statement and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1974, as amended, hereinafter called the Condominium Act.

A. Name and Address. The name by which this condominium is to be identified is CENTRE HILL COURTS CONDOMINIUM, located in Boca Raton, Palm Beach County, Florida.

B. The Land. The lands which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 47 South, Range 43 East as recorded in Plat Book 28, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.28 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.04 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

AND

100.60
Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E., a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

Subject to reservations, restrictions and easements of record including but not limited to those referred to in instruments recorded in Deed Book 896, page 455, Official Record Book 1050, page 164, and Official Record Book 1668, page 1621, of the Public Records of Palm Beach County, Florida.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and its exhibits

✓ This instrument was prepared by
Return to: Paul B. Erickson, Esq.
Alley, Room 202, Bldg. 1, Lindsay & Chauncey
301 N. Bay of Pines Plaza
P. O. Box 431
Palm Beach, Florida 33480

OFFICIAL RECORD 2404 PAGE 841

shall have the meanings stated in the Condominium Act (Section 711.03 Florida Statutes 1974, as amended) and as follows, unless the context otherwise requires:

A. Apartment - means unit as defined by the Condominium Act.

B. Apartment Owner - means unit owner as defined by the Condominium Act.

C. Association - means CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC., and its successors.

D. Common Elements - shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as those items stated in the Condominium Act.

E. Common Expenses - include:

1. Expenses of administration;
2. Expenses of maintenance, operation, repair of the common elements, and of the portions of apartments to be maintained by the Association;
3. Expenses declared common expenses by provisions of this Declaration or the Bylaws, including but not limited to losses from revenue producing operations;
4. Any valid charge against the condominium property as a whole.

F. Condominium - means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

G. Singular-Plural, Gender - whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

H. Sponsor - shall have the same meaning as Developer in the Condominium Act and is DOUGLASS E. WENDEL, not individually but as court-appointed receiver in the case of Ivan Allen, et al, as Trustees of Citizens and Southern Realty Investors vs. Centre Hill Inc, et al, case no. 74-380 CA (1) - Sholts, in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

I. Utilities and Services - as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, cold and hot water, heating, refrigeration, air conditioning and garbage and sewage disposal.

ARTICLE III

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey and Plans. A survey of the land and a graphic description of the improvements in which units are located and a plat plan thereof which together with this Declaration are in sufficient detail to identify the common elements and each apartment and their relative location and approximate dimensions is

attached hereto as Exhibit A, pages 1 through 10. The certificate of John A. Grant, Jr., a Florida Registered Engineer, that the construction of the improvements is sufficiently complete so that the common elements and apartments can be identified and located is included in Exhibit A.

B. Amendment of Plans.

Alteration of Apartment Plans - Sponsor retains the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as the Sponsor controls the units so altered. No such change shall increase the number of apartments or alter the boundaries of the common elements without amendment to this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If the Sponsor shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Sponsor shall apportion between the units shares in common elements appurtenant to the units concerned.

2. Amendment of Declaration - An amendment of this Declaration reflecting such authorized alteration of apartment plans by Sponsor need be signed and acknowledged only by the Sponsor and need not be approved by the Association, apartment owners, lienors or mortgagees of apartments, or the condominium, whether or not elsewhere required for an amendment.

C. Improvements - General Description

1. Buildings. The Condominium includes 92 apartments in 2 separate two-story buildings.

2. Other improvements. The condominium includes an automobile parking area, driveways, landscaping and other facilities located substantially as shown upon said survey and plans and which are part of the common elements.

D. Apartment Boundaries. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of a building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

1. Upper and lower boundaries. The upper and lower boundaries of the apartments shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab;

(b) Lower boundary - the horizontal plane of the upper surfaces of the floor slab.

2. Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior building walls - the intersecting vertical plans adjacent to and which include the interior of the outside walls of an apartment

building bounding an apartment and the fixtures thereon, and when there is attached to a building a balcony, porch, terrace, patio, stairway or other portion of a building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of first floor apartments, such boundaries shall include the patios serving such apartments.

(b) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When the walls between the apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

E. Common Elements. The common elements include the land and all parts of the condominium not within the apartments.

ARTICLE IV

APARTMENT BUILDINGS

A. There are a total of 92 apartments divided into 2 buildings. The buildings are called Buildings 1 and 2. Each building is composed of 24 two-bedroom, two-bath apartments and 22 one-bedroom, one-bath apartments.

See attached drawings (Exhibit A, pages 1 through 10) for detailed information of the apartment dimensions.

B. Appurtenances to Apartments. The owner of each apartment shall own a share and a certain interest in the condominium property, which share and interest appear appurtenant to his apartment, including but not limited to the following items which are appurtenant to the several apartments as indicated:

1. Common elements and common surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each apartment, is as follows:

CENTRE HILL COURTS CONDOMINIUM

<u>Apartment</u>	<u>Bedrooms/Baths</u>	<u>Undivided Shares (%)</u>
101, 102, 107, 113, 120, 121, 201, 202, 207, 213, 220, 221, 301, 302, 307, 313, 320, 321, 401, 402, 407, 413, 420, 421	2/2	.012

103, 106, 108, 112, 114, 119, 203, 206, 208, 212, 214, 219, 303, 306, 308, 312, 314, 319, 403, 406, 408, 412, 414, 419	1/1	.008
104, 105, 116, 117, 204, 205, 210, 211, 216, 217, 222, 223, 304, 305, 316, 317, 404, 405, 410, 411, 416, 417, 422, 423,	2/2	.013
109, 115, 118, 209, 215, 218, 224, 309, 315, 322, 409, 415, 418, 424	1/1	.011
110, 111, 122, 310, 311, 318	1/1	.009
92 Apartments		100%

C. Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such being the same as the undivided share of the common elements, which is appurtenant to his apartment.

ARTICLE V

MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

A. Apartments.

1. The Association shall at its own cost and expense, repair, replace and maintain:

(a) All common elements including, for illustrative purposes only, but not limited to, exterior painting, pool, and other recreational area maintenance, carpet, decorative wallpaper and paint, planting, sod, sprinklers, and light fixtures.

(b) All mechanical equipment contributing to the support of an apartment building structure, and those engineered for common use, excluding that equipment contained in an apartment, and excluding air conditioning units on the roof engineered for individual apartment use.

2. The Association shall pay for:

(a) Utility service charges and advance deposits for common elements of this Association, which shall include, for illustrative purposes only, but are not limited to, water, gas, and electric for common elements.

(b) All wages of the Association's employees.

(c) Such taxes as social security taxes, employers taxes and sales tax.

(d) Insurance in accordance with Declaration.

(e) All other expenses necessary to manage and operate the common elements of the Condominium Association.

3. The apartment owners, at their own cost and expense, shall pay for, repair, replace or maintain:

(a) All assessments and special assessments made by CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC.

(b) All real property taxes, personal property taxes, and any special assessments made by Palm Beach County and/or any other governmental authority.

(c) All equipment and improvements within the boundary of the apartment, including, for illustrative purposes only, but not limited to, plumbing fixtures, electrical plugs and switches, air conditioning equipment, including such equipment that may be located in or on common elements, on the roof or elsewhere, which services only one given apartment, the interior portion of the windows, interior and exterior of glass sliding doors, and entrance doors, kitchen appliances, paint or decorative material on the walls, hardware, and all interior partitions.

(d) Insurance costs for personal property owned, and liability for each respective apartment.

(e) Cable television charges as desired by each owner, and all other utilities charges applicable to only the owner's apartment.

4. The apartment owners agree:

(a) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(b) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) To maintain, repair, replace at the expense of the apartment owner any and all air conditioning units and/or equipment located within or appurtenant to his apartment.

5. Alteration and improvements. Except as elsewhere reserved to Sponsor, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work:

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and improvement. After the completion

of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than eighty-five (85%) percent of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. In the event that such alteration and improvement is exclusively or substantially exclusively for the benefit of the apartment owner or owners requesting same, then in such event the requesting apartment owner or owners shall be assessed therefor in such proportions as they approve jointly, and failing such approval in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

ARTICLE VI

ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. An apartment owner shall be liable for a share of the common expenses no matter how Title is acquired, provided, however, if a mortgagee, or another acquires title by foreclosure or deed-in-lieu-of-foreclosure such person shall not be liable for the share of common expenses or assessments chargeable to the former apartment owner that became due prior to such acquisition of title.

B. Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

C. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien all as provided in §711.15, Florida Statutes, 1974, as amended.

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

E. Common Expenses of Sponsor. The Sponsor shall be excused from the payment of the share of common expenses and

assessments against any apartment held for sale until the first day of the fourth calendar month following the month in which the Declaration is recorded, or the first day of the third calendar month after the month in which there is a closing of the sale of any condominium unit with an apartment owner other than a substitute or nominee of the Sponsor, which ever shall be the later date.

ARTICLE VII

ASSOCIATION

The operation of the condominium shall be by CENTRE HILL COURTS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. The Articles of Incorporation of the Association are attached hereto as Exhibit B.

B. Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached hereto as Exhibit C.

C. 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 apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

D. Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

E. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

F. Voting Rights of Owners. The record owner of title of each apartment unit shall be entitled to one (1) vote. If the apartment unit is owned by more than one person, or by a corporation, the person exercising the vote shall be designated in the Bylaws.

ARTICLE VIII

INSURANCE

The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

A. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association for the benefit of the beneficial apartment owners, and all policies and their endorsements shall be deposited with the Association. Apartment owners may obtain coverage at their own expense upon their personal property

and for their personal liability and living expense.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the apartment owners as a group an apartment owner.

3. Workmen's Compensation policy to meet the requirements of law.

4. Such other insurance as the Board of Directors of the of the Association shall determine from time to time to be desirable.

C. Premium. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

D. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The Association shall hold the proceeds for the benefit of the Association and the apartment owners and their mortgagees in the following shares:

1. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(b) When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

3. Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall

be held for the mortgagee and the apartment owner as their interests may appear.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of trust - all expenses of the insurance trustee, if any, shall be paid first.
2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
4. Certification. In making distribution to apartment owners and their mortgagees, the insurance trustee or Association may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of distribution.

F. Association as Agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment 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.

ARTICLE IX

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. Apartment buildings.

- (a) Lesser damage. If the damaged improvement is an apartment building or buildings, and if apartments to which less than fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

- (b) Major damage. If the damaged improvement is an apartment building or buildings, and if apartments to which fifty (50%) percent or more of the common elements are appurtenant

are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of eighty-five (85%) percent of the common elements agree in writing to such reconstruction or repair.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment buildings, by the owners of not less than eighty-five (85%) percent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of any apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair 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, including the aforesaid fees and premiums, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessment against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owners' share in the common elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

1. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than FIVE THOUSAND (\$5,000.00) DOLLARS, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee that 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 for the reconstruction and repair of major damage.

2. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than FIVE THOUSAND (\$5,000.00) DOLLARS, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise

the work.

3. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Association to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

4. Surplus. It shall be presumed that the first moneys 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 of 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 the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

ARTICLE X

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

A. Apartments. Each of the apartments shall be occupied only as a residence and for no other purpose. Except as reserved to Sponsor, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

C. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to the residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

E. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

F. Proviso. Provided, however, that until Sponsor has completed all of the contemplated improvements and closed the sales of all of

the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Sponsor may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

ARTICLE XI

COMPLIANCE AND DEFAULT

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered 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 that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

B. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

C. No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XII

AMENDMENTS

Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

A. This Declaration of Condominium may be amended by the affirmative vote of two-thirds (2/3) of the apartment owners of this condominium at a meeting duly called for such purpose. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Apartment owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the secretary of the Association at or prior to the meeting.

B. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner

of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

C. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIII

TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. If it is determined in the manner elsewhere provided that an apartment building or buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than eighty-five (85%) percent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price of each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it 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 apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

4. Closing. The sale shall be closed within ten (10)

C. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

5. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

SEVERABILITY AND CONCLUSION

IN WITNESS WHEREOF, the Sponsor has executed this Declaration the day and year first above written.

DOUGLASS E. WENDEL, not individually
but as Receiver.

) SS.

The foregoing Declaration of Condominium was acknowledged before be by DOUGLASS E. WENDEL not individually but as Receiver for Centre Hill Courts Condominium this 28th day of March, 1975.

My Commission Expires:

15

CONSENT AND JOINDER OF OWNER

CENTRE HILL, INC., a Florida corporation, hereinafter called "Owner," the owner and record title holder of the following lands in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 47 South, Range 43 East as recorded in Plat Book 28, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.20 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.24 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

AND

Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E., a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

whose interest is evidenced by instrument dated July 21, 1972, and is recorded in Official Record Book 2052, Page 467 of the Public Records of Palm Beach County, Florida, consents to and joins in the making of the foregoing Declaration of Condominium of Centre Hill Courts Condominium, and the Owner agrees that its ownership interest shall be upon the condominium units as created thereby and described therein.

CENTRE HILL, INC.

Signed, sealed and delivered in the presence of:

Edna R. Bull

Edna R. Bull

By J. B. Erickson



This instrument was prepared by,

Paul B. Erickson, Esq.
Alley, Morris, Lindsay & Chauncey
320 Royal Poinciana Plaza
P. O. Box 431
Palm Beach, Florida 33480

STATE OF FLORIDA

} SS.

COUNTY OF

The foregoing Consent and Joinder of Owner was acknowledged
before me by John R. Macari as President
of Centre Hill, Inc., this 10th day of
March, 1975.

Edward L. Bain
Notary Public

(NOTARY SEAL)

My Commission Expires:

My Commission Expires April 29, 1978



CONSENT OF MORTGAGEE

CITIZENS AND SOUTHERN REALTY INVESTORS, a Maryland Real Estate Investment Trust, hereinafter called "Mortgagee", the owner and holder of a mortgagee upon the following lands in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 47 South, Range 43 East as recorded in Plat Book 22, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.20 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.24 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

AND

Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E., a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

which said mortgage is dated October 10, 1972, and is recorded in Official Record Book 2068, Page 884 of the Public Records of Palm Beach County, Florida, consents to the making of the foregoing Declaration of Condominium of Centre Hill Courts Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the condominium units as created thereby and described therein.

CITIZENS AND SOUTHERN REAL ESTATE
TRUST

Signed, sealed and
delivered in the
presence of:

By *[Signature]*
Trustee

R. L. Johnston

Harry A. Leshberg

STATE OF Georgia)
COUNTY OF Inulton) ss.

The foregoing Consent of Mortgagee was acknowledged before me

by Richard W. Carpenter as Trustee for Citizens and
Southern Real Estate this 26 day of March, 1975.

Carla C. Brumbeak
Notary Public

My Commission Expires:

Notary Public, Georgia, State of Georgia
My Commission Expires July 15, 1978

(NOTARY SEAL)

This is not a certified copy

CONSENT OF MORTGAGEE

MARDECO, INC., an Illinois corporation authorized to do business in Florida, hereinafter called "Mortgagee", the owner and holder of a mortgage upon the following lands in Palm Beach County, Florida:

A parcel of land being a portion of Independence Acres, Section A, Section 19, Township 47 South, Range 43 East as recorded in Plat Book 28, Page 181 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot A of said plat thence with a bearing of South 283.00 feet to a point, said point being the Point of Beginning; thence with a bearing of S. 89° 56' 29" E., a distance of 310.20 feet to a point thence with a bearing of S. 0° 01' 14" E., a distance of 283.03 feet to a point; thence with a bearing of N. 89° 56' 22" W., a distance of 285.18 feet to a point of curve; thence with a curve to the right having a radius of 25.00 feet, subtending an angle of 89° 56' 22", an arc length of 39.24 feet to a point; thence with a bearing of Due North a distance of 258.06 feet more or less to the Point of Beginning.

AND

Commencing at the Northwest corner of Lot A of said plat; thence with an assumed bearing of Due South, a distance of 566.03 feet to a point; thence with a bearing of S. 89° 56' 22" E., a distance of 310.15 feet to a point, said point being the Point of Beginning; thence with a bearing of N. 0° 01' 14" W., a distance of 283.03 feet to a point; thence with a bearing of S. 89° 56' 29" E. a distance of 300.00 feet to a point; thence with a bearing of S. 0° 01' 14" E., a distance of 283.04 feet to a point; thence with a bearing of N. 89° 56' 22" W. a distance of 300.00 feet more or less to the Point of Beginning.

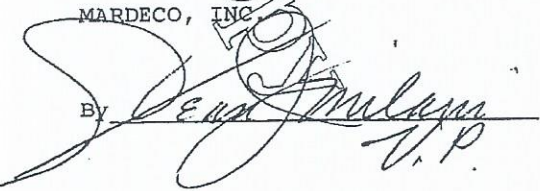
which said mortgage is dated August 4, 1972, and is recorded in Official Record Book 2052, Page 470 of the Public Records of Palm Beach County, Florida, consents to the making of the foregoing Declaration of Condominium of Centre Hill Courts Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the condominium units as created thereby and described therein.

MARDECO, INC.

Signed, sealed and delivered in the presence of:

By





This instrument was prepared by
Paul B. Erickson, Esq.
Alley, Mason, Rogers, Lindsay & Chauncey
321 Royal Poinciana Plaza
P. O. Box 431
Palm Beach, Florida 33480

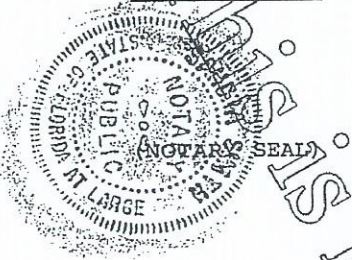
OFFICIAL RECORD 2404 PAGE 860

STATE OF FLORIDA

COUNTY OF PALM BEACH

)
) SS.
)

The foregoing Consent of Mortgagee was acknowledged before me
by DEAN J. MILANI as VICE-PRESIDENT
of MARDECO, INC., this 10th day of March, 1975.



[Signature]
Notary Public

My Commission Expires: 6-21-75