

12/26/79  
JRH:dra  
#11896A

Prepared by and Return to:  
J. Richard Harris  
Scott, Gork, Royle & Harris, P.A.  
450 Royal Palm Way  
Palm Beach, Florida 33460

DECLARATION OF CONDOMINIUM

OF

JUPITER COVE

A Condominium

B3204 P0665

THIS DECLARATION, made this 12th day of December, 1979,  
by JUPITER COVE, a joint venture by and between JUPITER COVE  
PROPERTIES, INC. and ATLANTIC TRADING COMPANY, both Florida  
corporations, hereinafter called "Developer", for themselves,  
their successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to  
submit the fee simple title to the lands described in this  
instrument and improvements on such lands to the condominium  
form of ownership and use in the manner provide in Chapter 718,  
Florida Statutes, hereinafter called the "Condominium Act".

1.1. Name and address. The name by which this condominium  
is to be identified is JUPITER COVE, a condominium, and its  
address is Jupiter Cove Drive, Jupiter, Florida 33458.

424.60  
1.2 The Lands. The lands owned by Developer, which by  
this instrument are submitted to the condominium form of ownership,  
are the following described lands lying in Palm Beach County,  
Florida:

See Exhibit A attached hereto and made a part  
hereof.

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~~B3204-P0775~~

89204 P0776

CORE PLANS

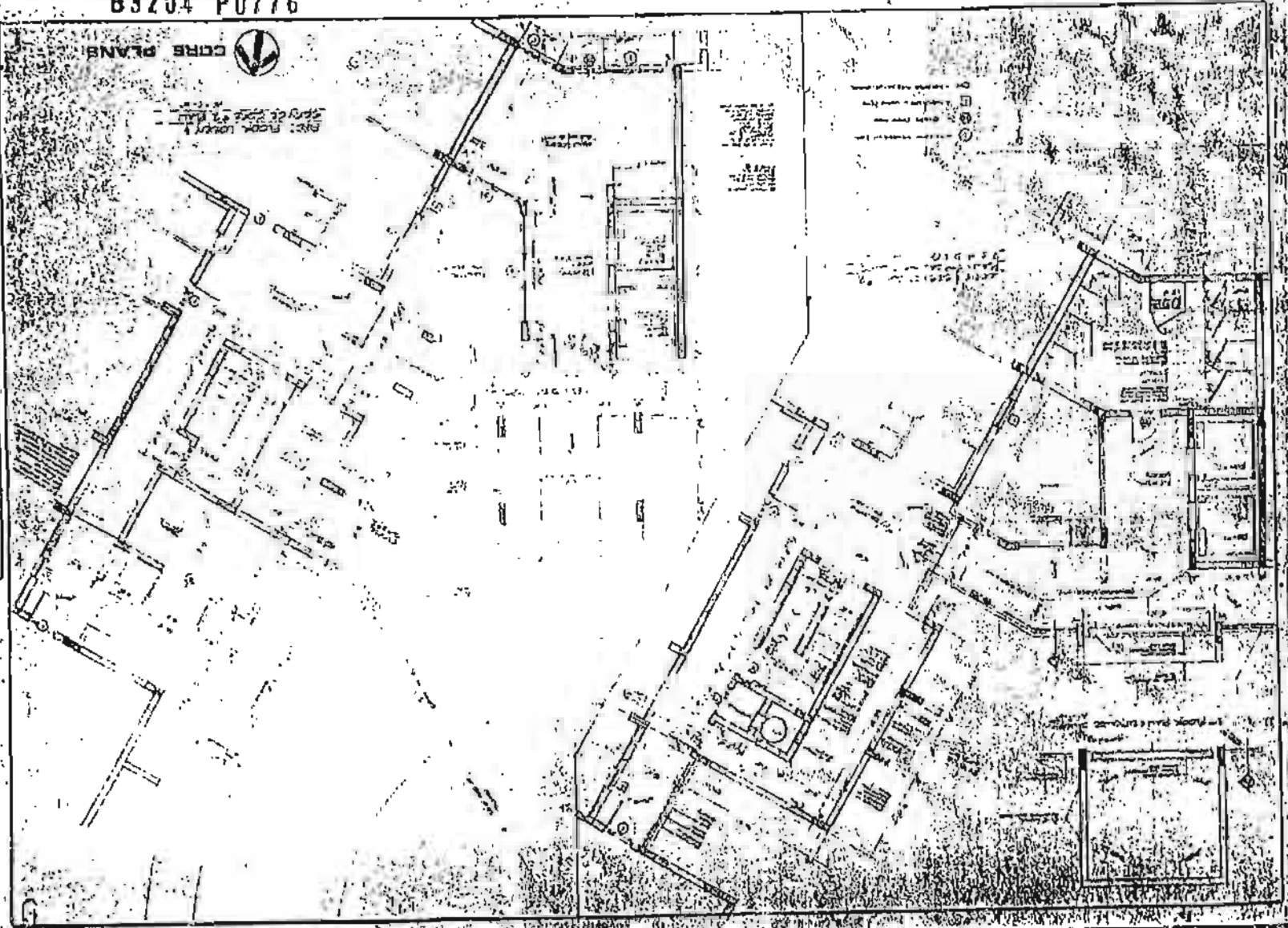


First Floor Lobby

JUPITER COVE  
JUPITER, FLORIDA, BLDG. C

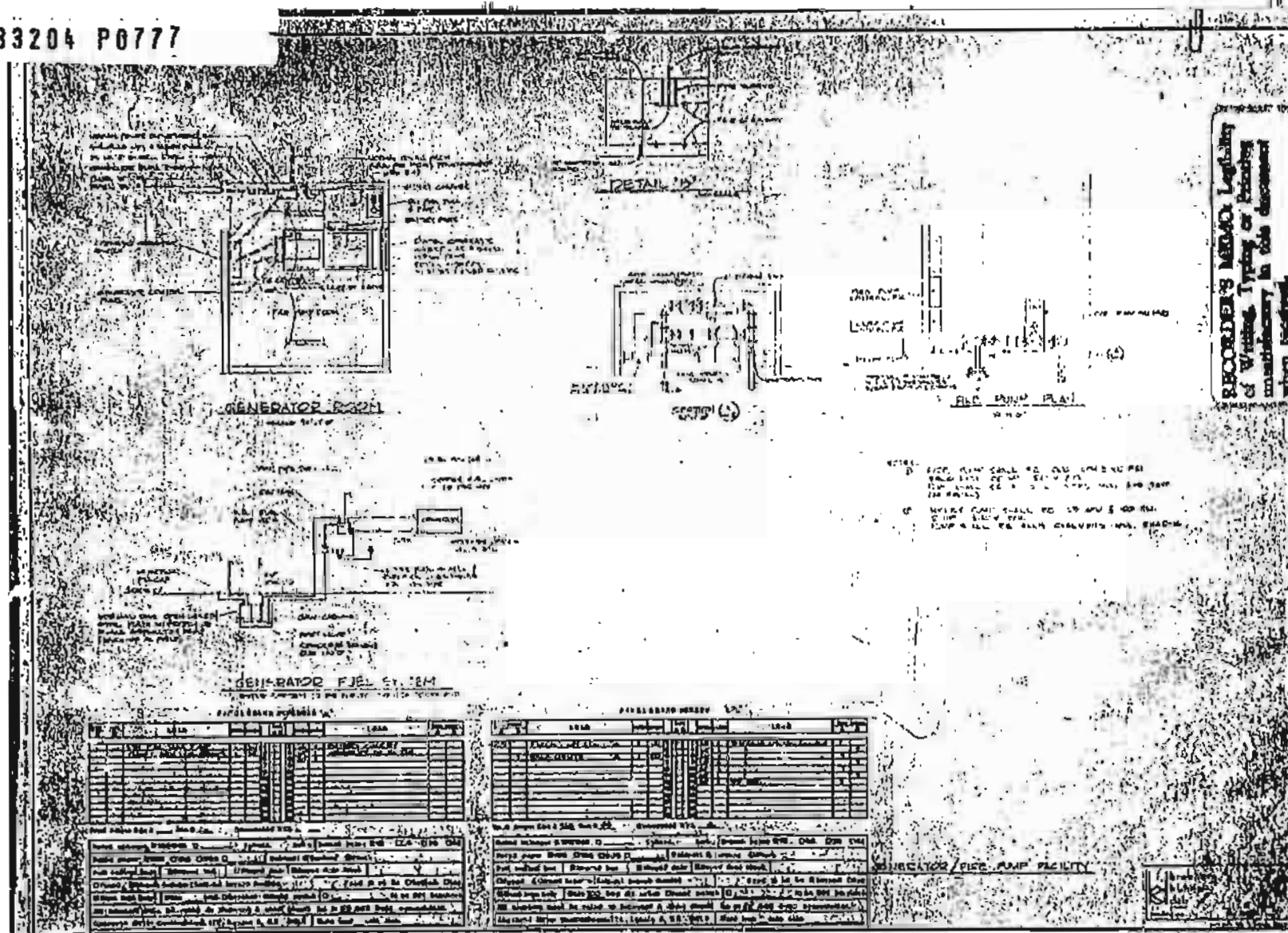


SCOTT & TWITTY ARCHITECTS, INC.  
10041 W. BOULEVARD, SUITE 200  
JUPITER, FLORIDA 33450



Project: Jupiter Cove  
Building: C  
Floor: 1  
Drawing: 101  
Date: 11/11/88

B3204 P0777



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# ALTER COVER

14

B3204 P0778

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR JUPITER COVE  
TO ADD PHASE \_\_\_\_

WHEREAS, JUPITER COVE, a joint venture by and between JUPITER COVE PROPERTIES, INC. and ATLANTIC TRADING COMPANY, both Florida corporations, has executed and filed for record the Declaration of Condominium for JUPITER COVE, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, JUPITER COVE is a phase condominium as defined by Florida Statutes 718.403 and as described in Section 5 of the Declaration of Condominium for JUPITER COVE; and,

WHEREAS, Developer has completed construction of Phase \_\_\_\_\_, as described in the Declaration of Condominium, and, by this Amendment, intends to submit the land and improvements in said phase to the terms, conditions and restrictions of the Declaration of Condominium.

NOW, THEREFORE, the Declaration of Condominium for JUPITER COVE is hereby amended as follows:

1. Paragraph \_\_\_\_ of the Declaration of Condominium is hereby amended by the addition thereto of the following legal description:

See Exhibit A attached hereto and made a part hereof.

2. Paragraph \_\_\_\_ of the Declaration of Condominium is hereby amended so that the proportionate shares of the common elements, expense, and surplus are adjusted and computed in accordance with paragraph \_\_\_\_.

3. Attached to this Amendment as Exhibit B and incorporated into the Declaration of Condominium is a Survey of the lands and improvements which comprise Phase \_\_\_\_.

4. Attached to this Amendment as Exhibit C and incorporated into the Declaration of Condominium are the Floor Plans for Phase \_\_\_\_.

5. Attached to this Amendment as Exhibit D and incorporated into the Declaration of Condominium is the Certificate of Registered Surveyor required by Florida Statutes 718.104 certifying as to Phase \_\_\_\_.

EXECUTED in accordance with Florida Statutes 718.403 and paragraph 5.10 of the Declaration of Condominium for JUPITER COVE this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Signed, sealed and delivered in the presence of:

JUPITER COVE, a joint venture  
by and between:

JUPITER COVE PROPERTIES, INC.

By: \_\_\_\_\_

President

(Corporate Seal)

and

ATLANTIC TRADING COMPANY

By: \_\_\_\_\_

President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, VINCENT J. PAPPALARDO, as President of JUPITER COVE PROPERTIES, INC., and E. LLWYD ECCLESTONE, JR., as President of ATLANTIC TRADING COMPANY, both Florida corporations, to me known to be the individuals described in and who executed

B3204 P0779

the foregoing instrument; and they acknowledged the execution thereof to be their free act and deed as such officer and that the official seals of said corporations are duly affixed thereto; and that said instrument is the act and deed of each corporation.

WITNESS my hand and official seal in the State and County last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

B3206 P0780







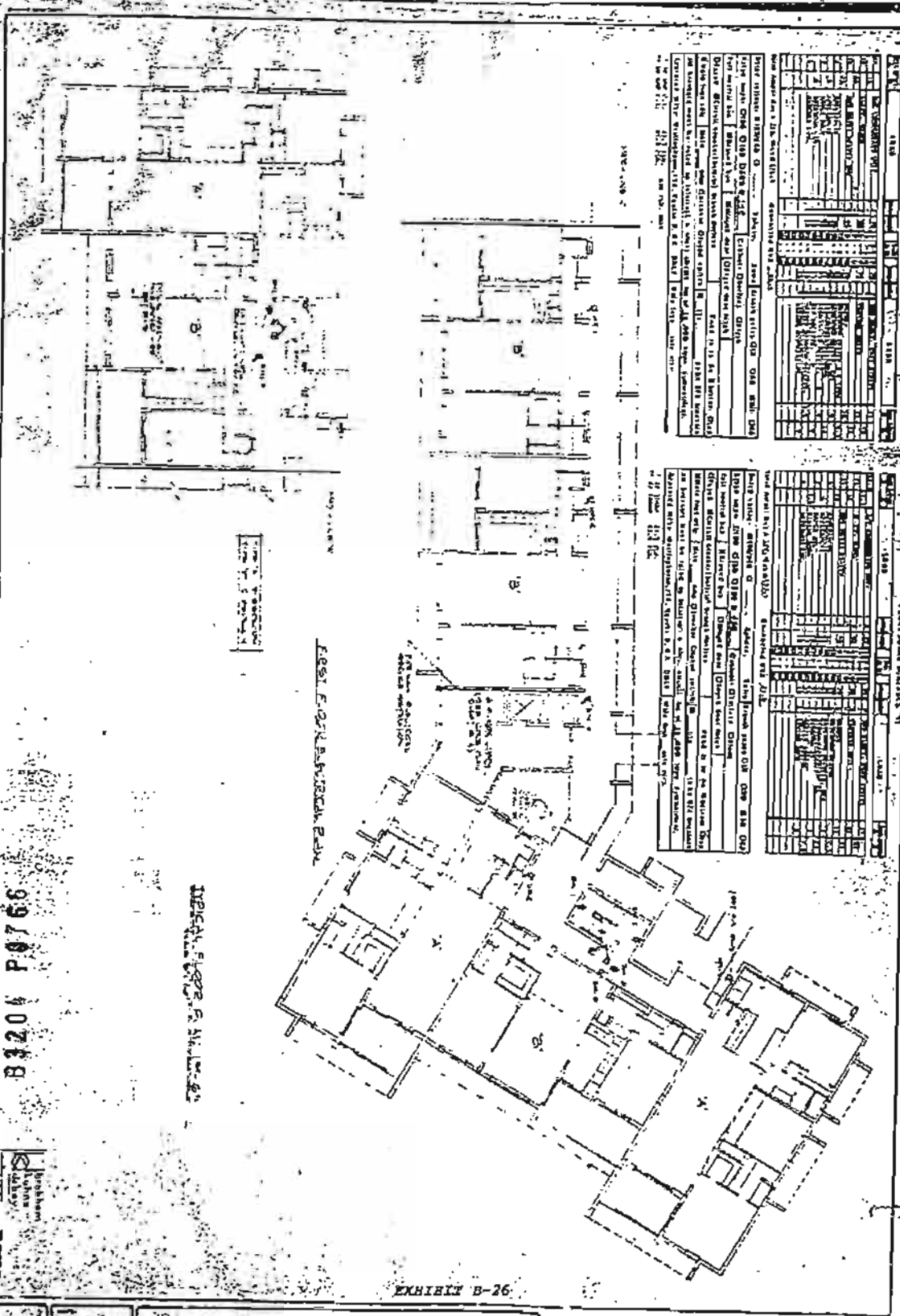
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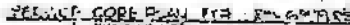
EXHIBIT B-26.

**JUPITER COVE**  
JUPITER, FLORIDA

**SCHEW & TWITTY ARCHITECTS, INC.**  
FOURTH FL.  
RIVER BEACH LAKES BLVD.  
WILF PALM BEACH FLA 33411

150

**STATION CONVE**  
**SOUTHER FLORIDA**

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**RESEARCH**

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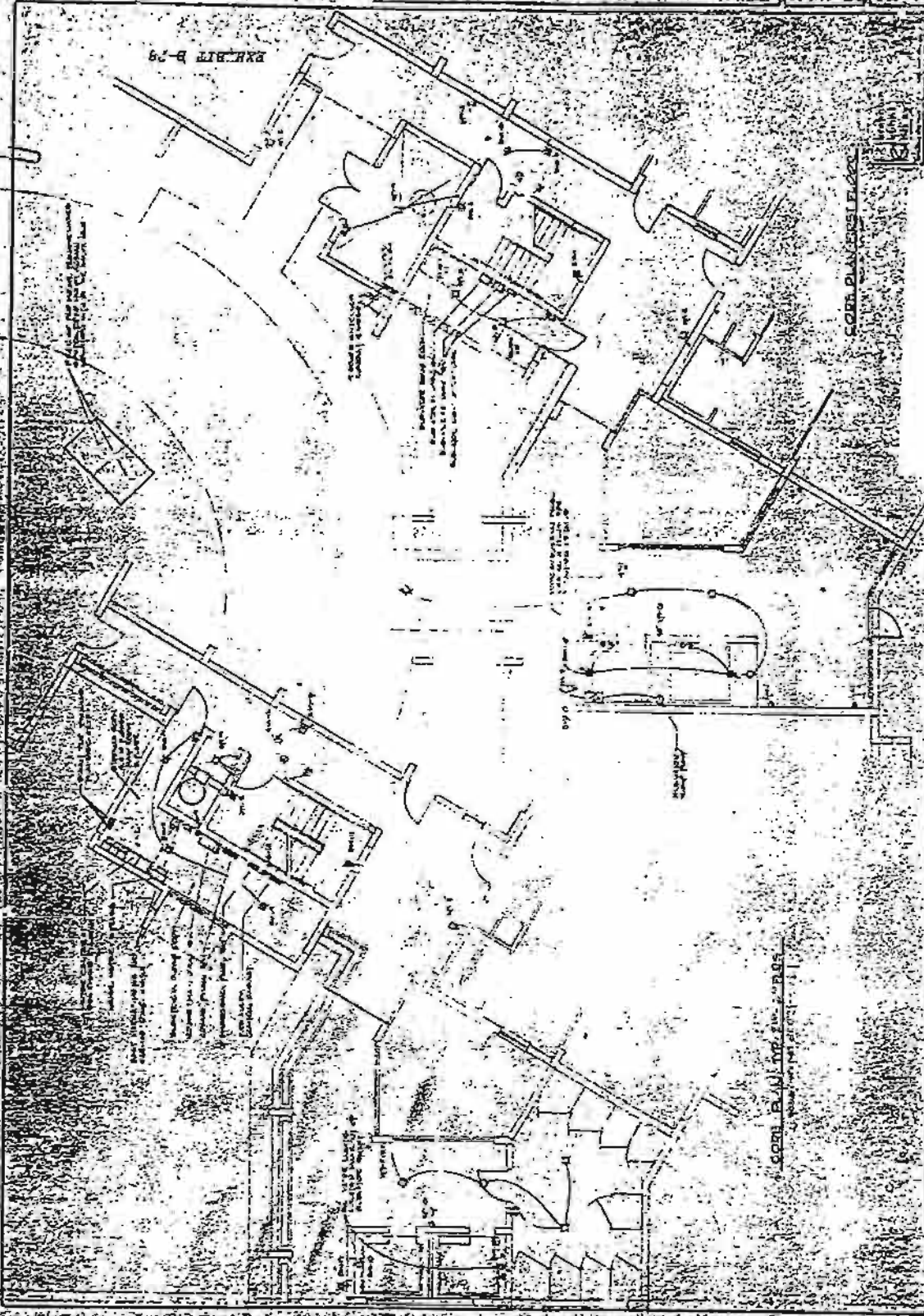
JUPITER COVE

FLORIDA



EXHIBIT B-29

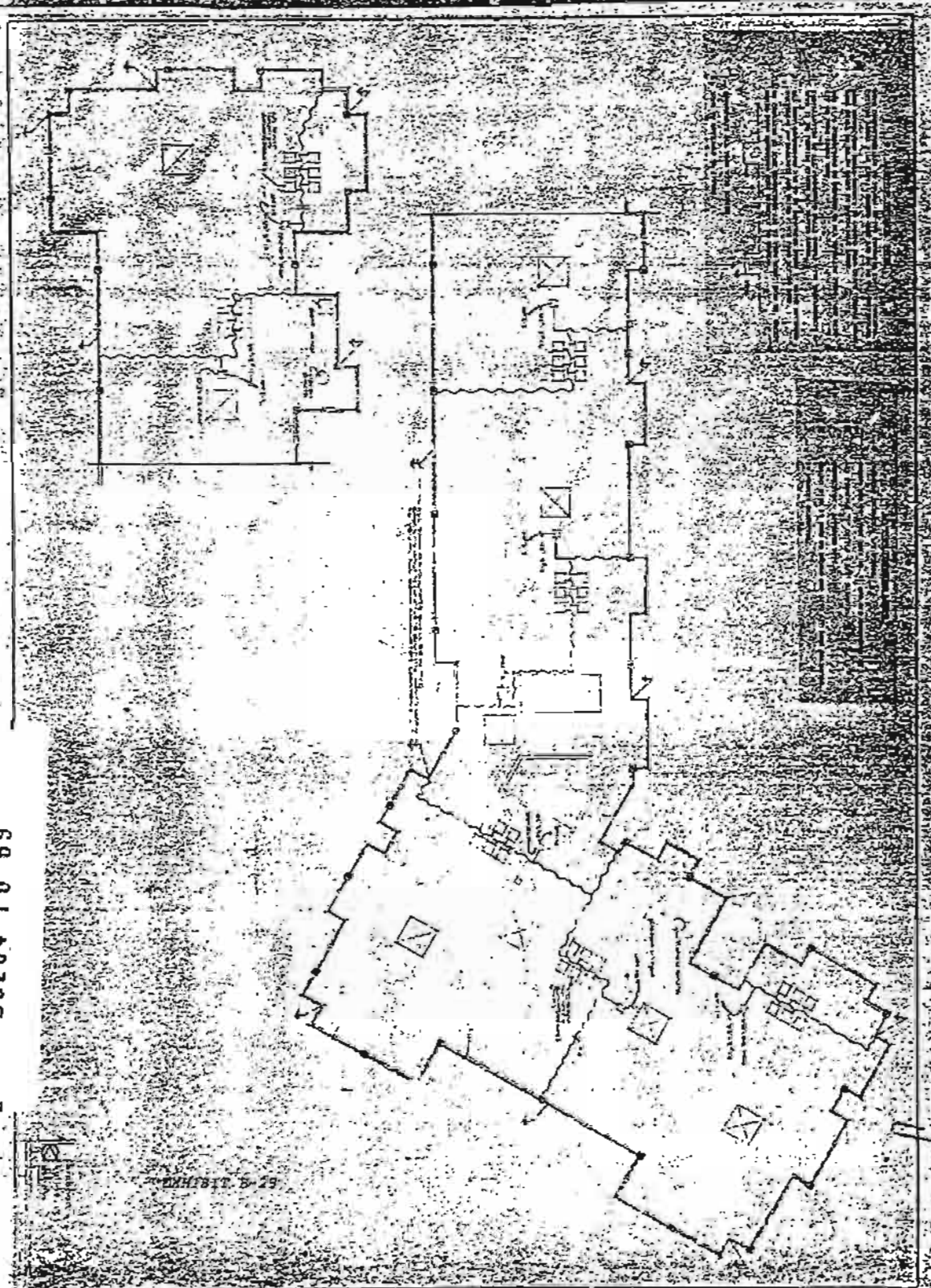
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JUPITER COVE

SAVING & TRUST ASSOCIATES, INC.

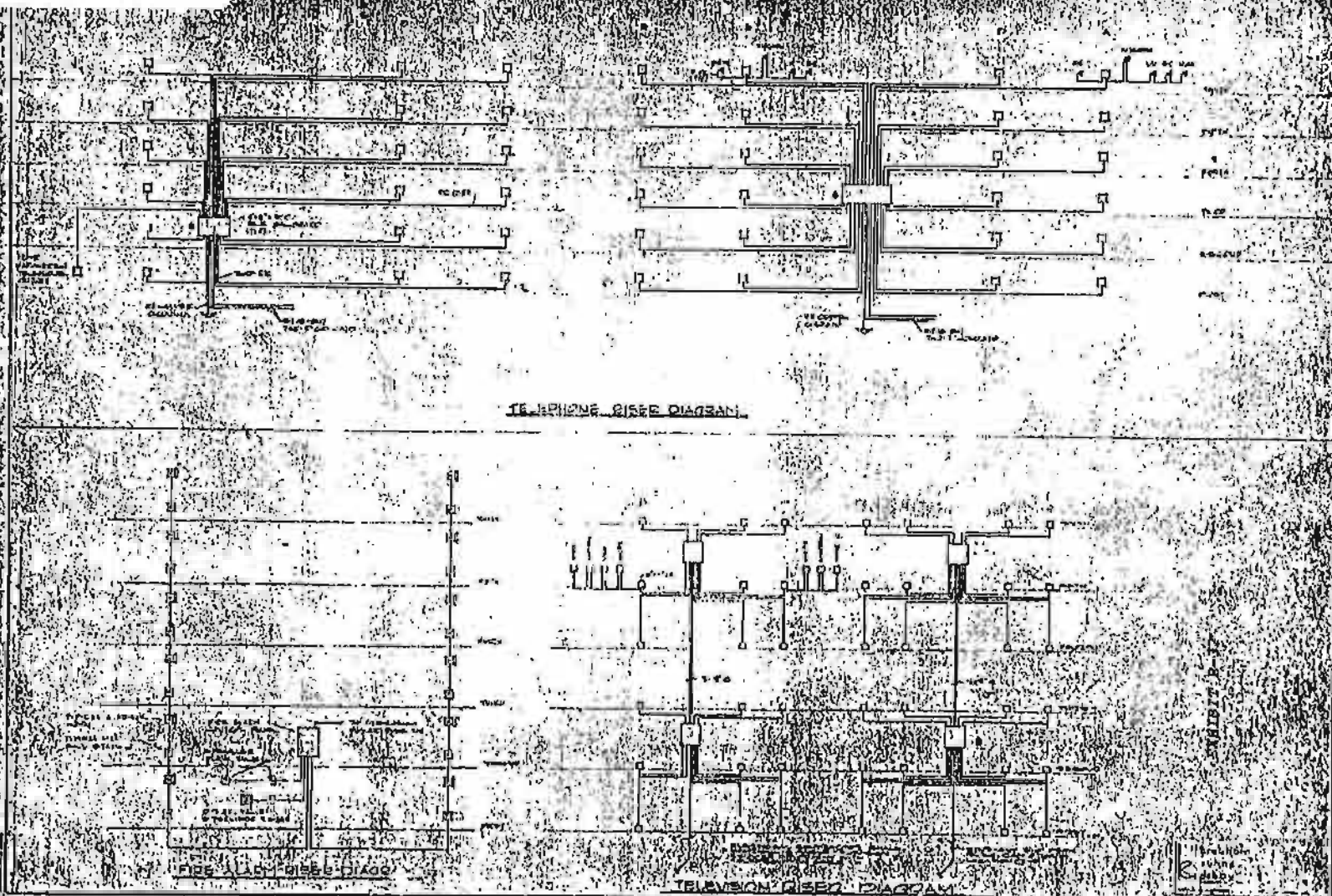






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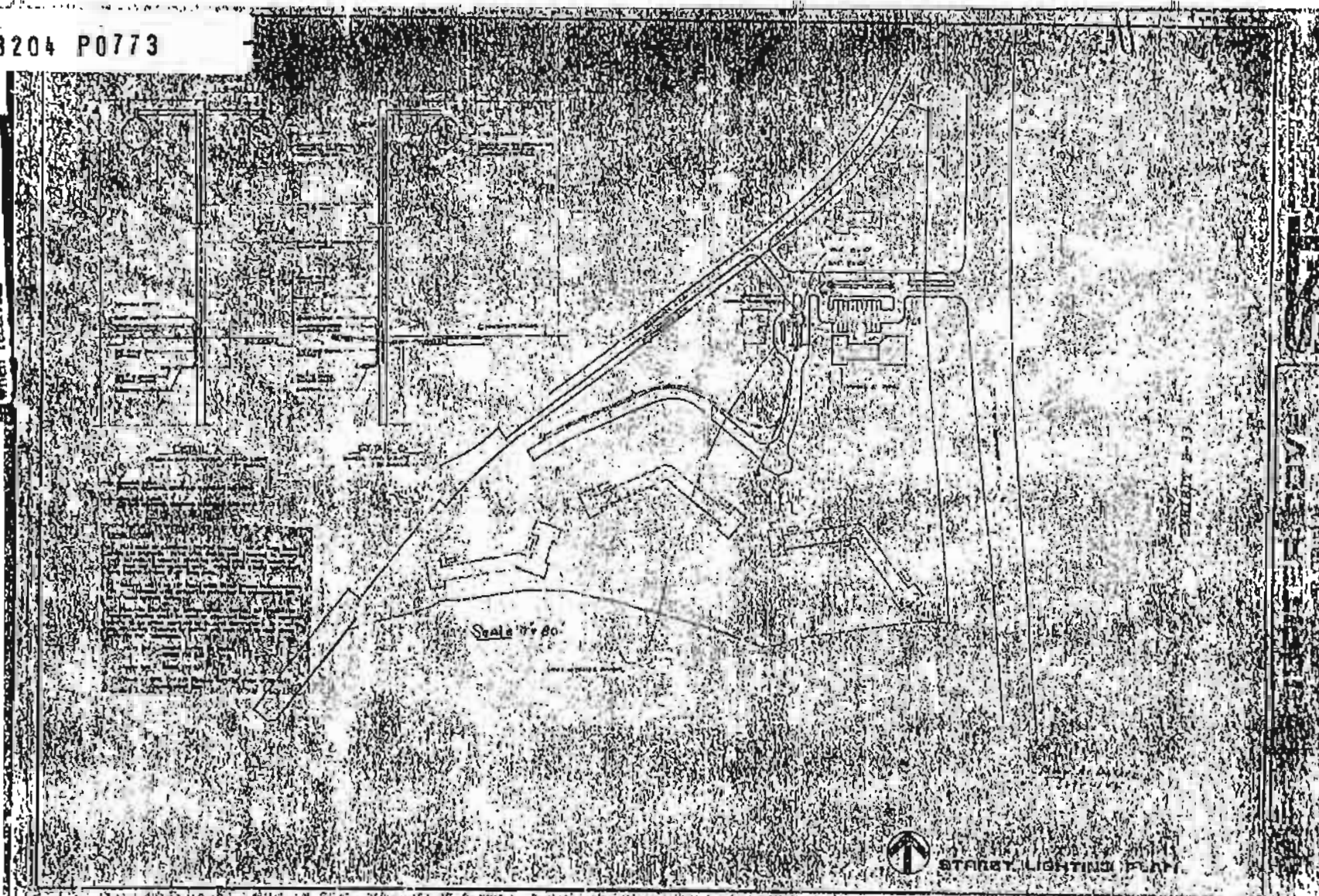


COMPUTER COVE  
AUSTIN, TEXAS

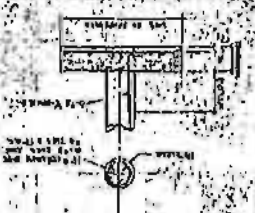
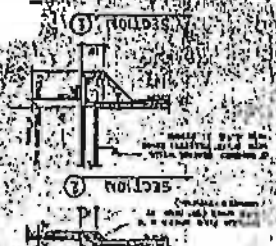


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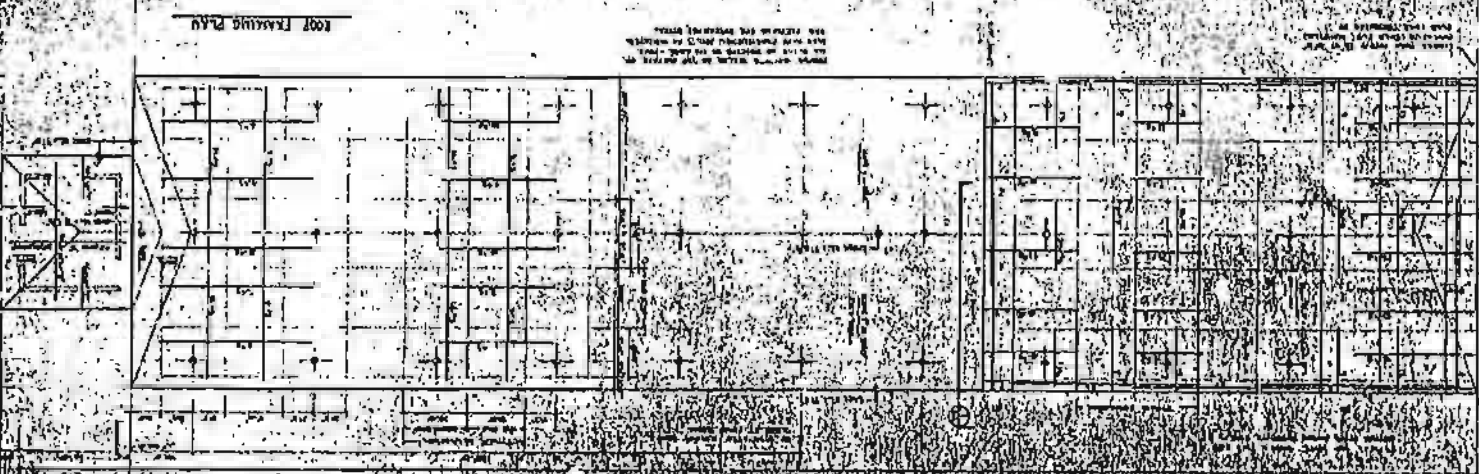
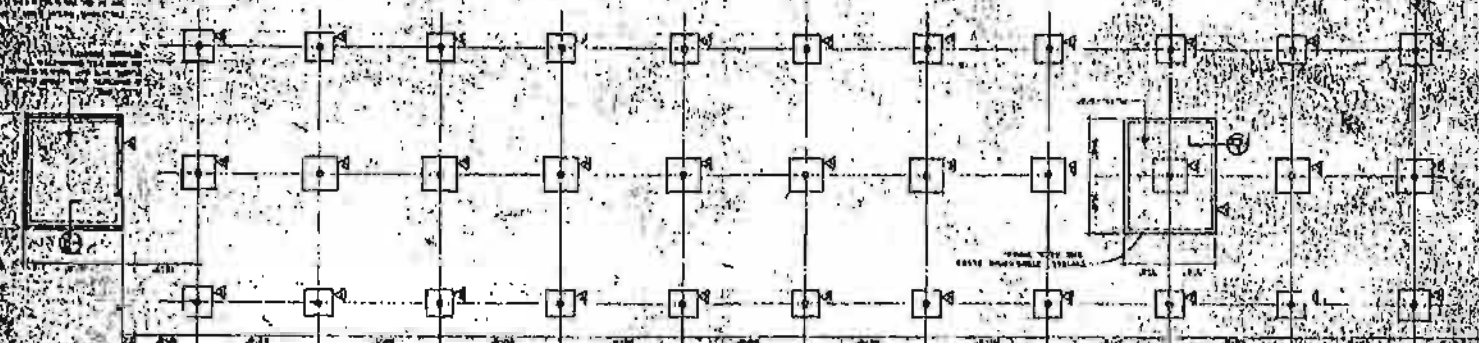
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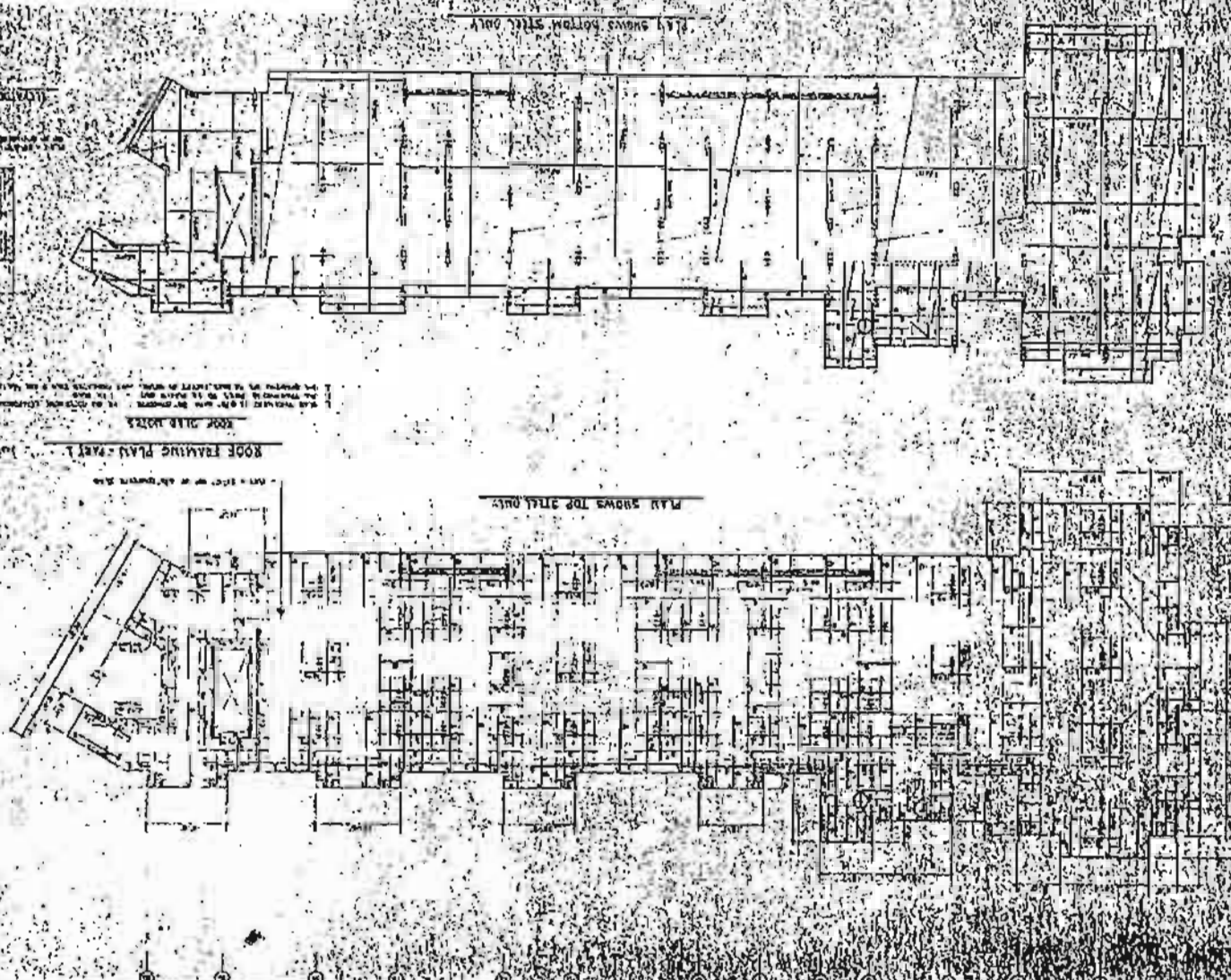


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3	FORMWORK	1.00	SQ YD	
4	PAINT	1.00	TON	
5	LABOR	1.00	MAN DAY	
6	TRANSPORT	1.00	TRUCK	
7	WATER	1.00	CU YD	
8	CEMENT	1.00	TON	
9	AGGREGATE	1.00	CU YD	
10	REINFORCEMENT	1.00	TON	



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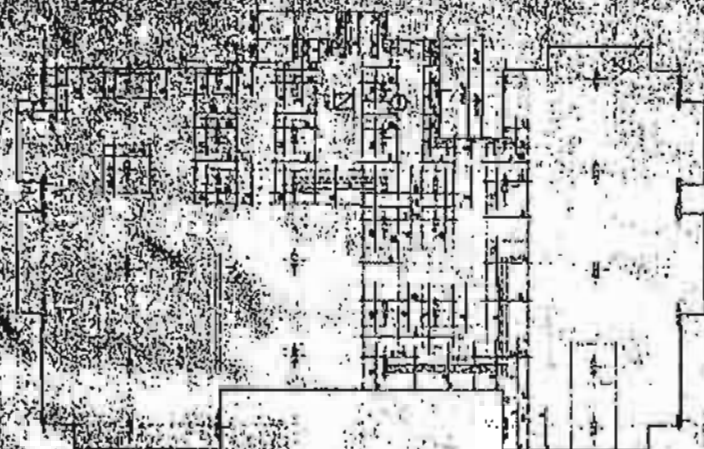
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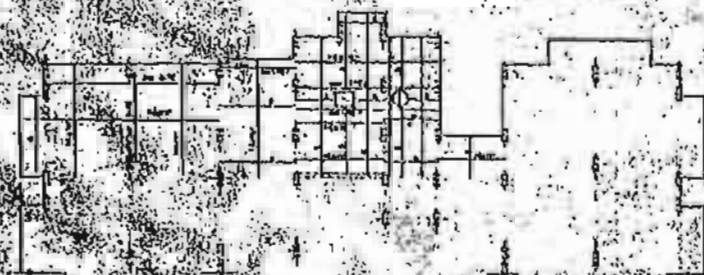
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ROOF FRAMING PLAN - PART 2



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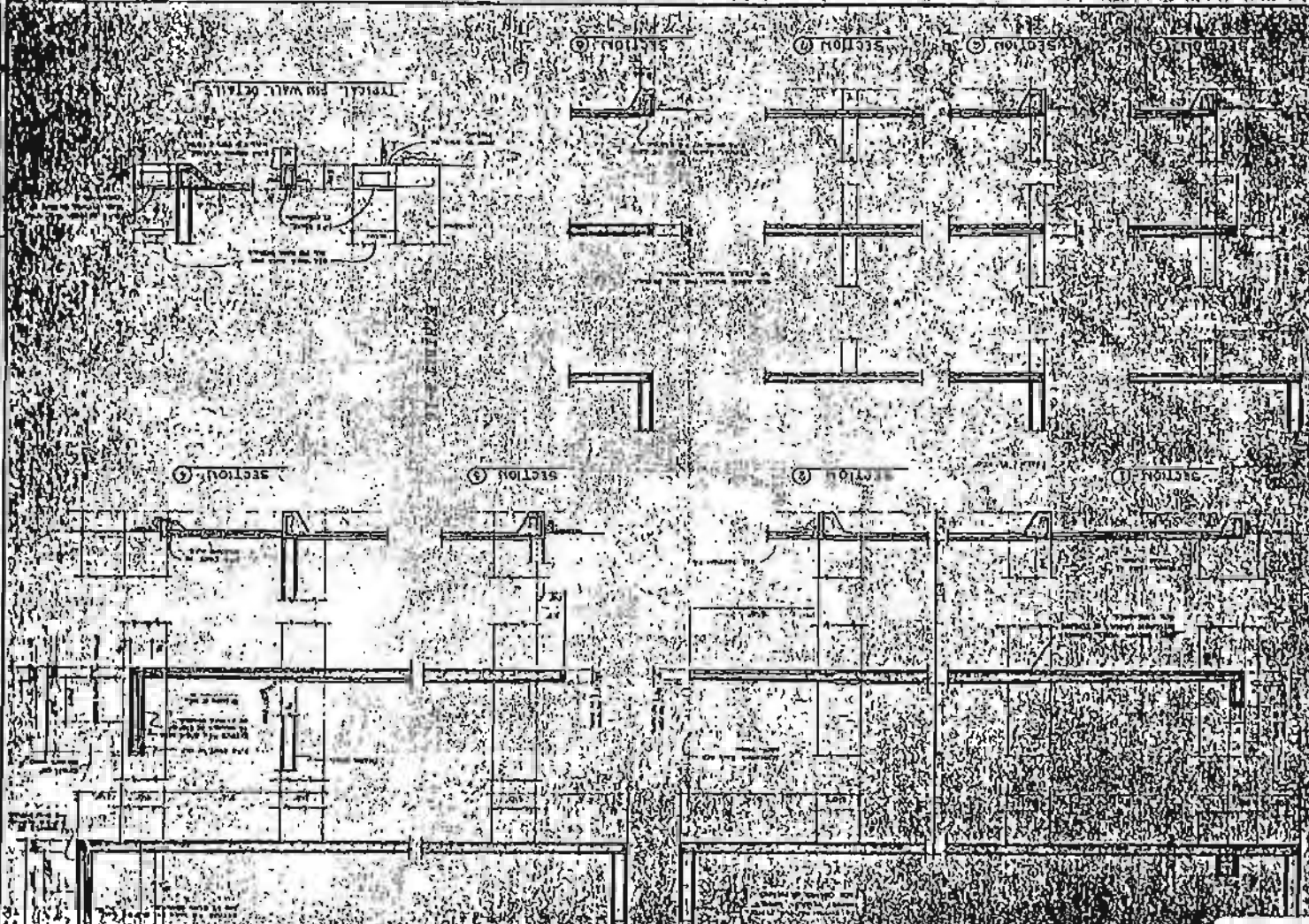
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EXHIBIT B-15

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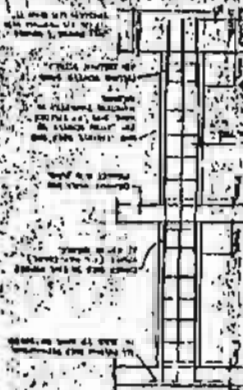


OUTER COVE



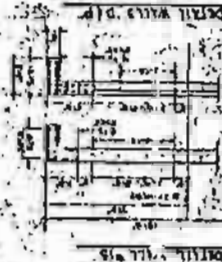


THE UNIVERSITY OF CHICAGO



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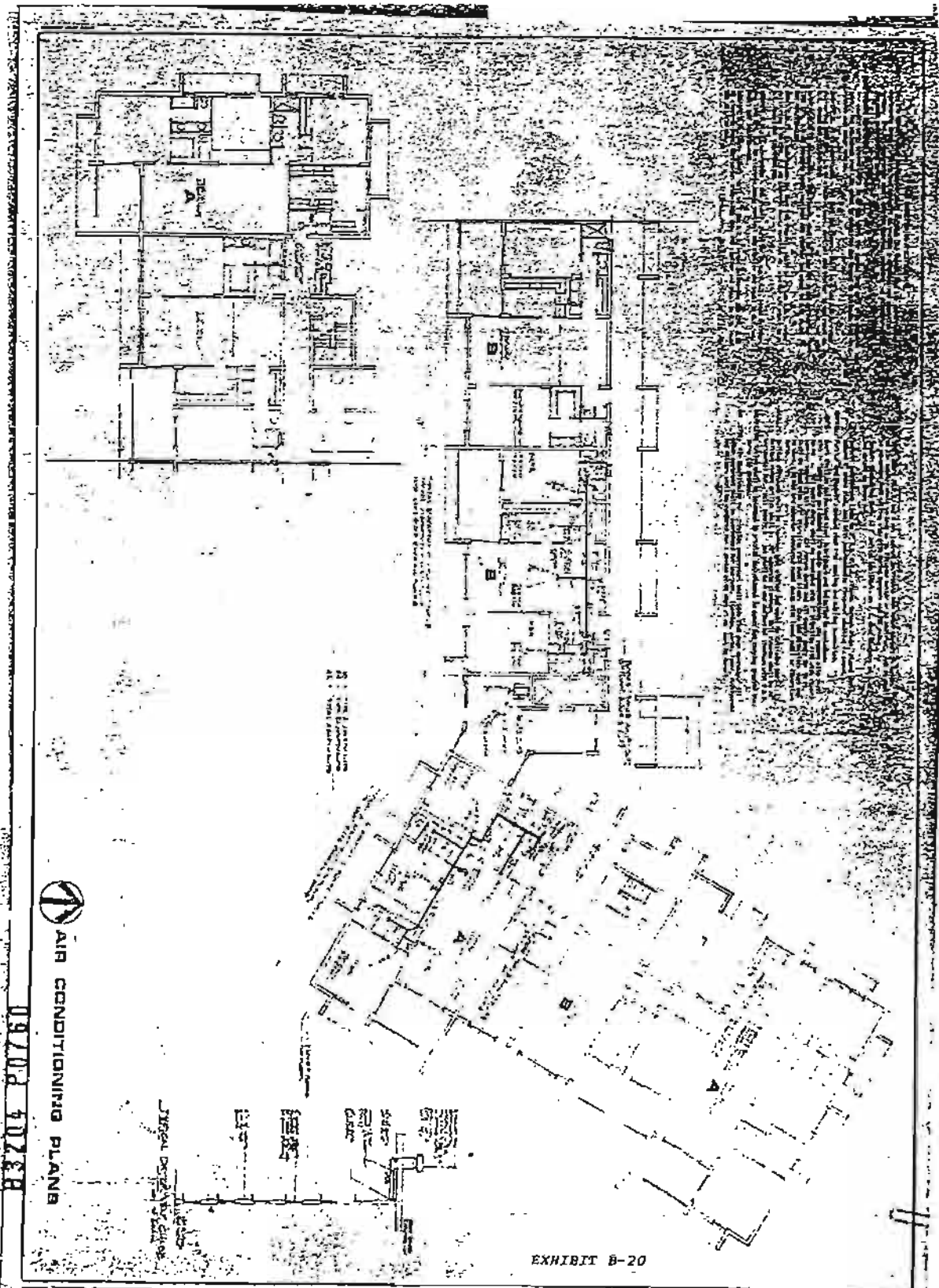
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AIR CONDITIONING PLANS

09702 40238

EXHIBIT B-20

AC 7

**JUPITER COVE**  
 JUPITER, FLORIDA

**ST**

POWER & WHITE ARCHITECTS, INC.  
 FORUM III  
 PALM BEACH LAKES BLVD.  
 WEST PALM BEACH, FLA.  
 33411

B3204 P0761

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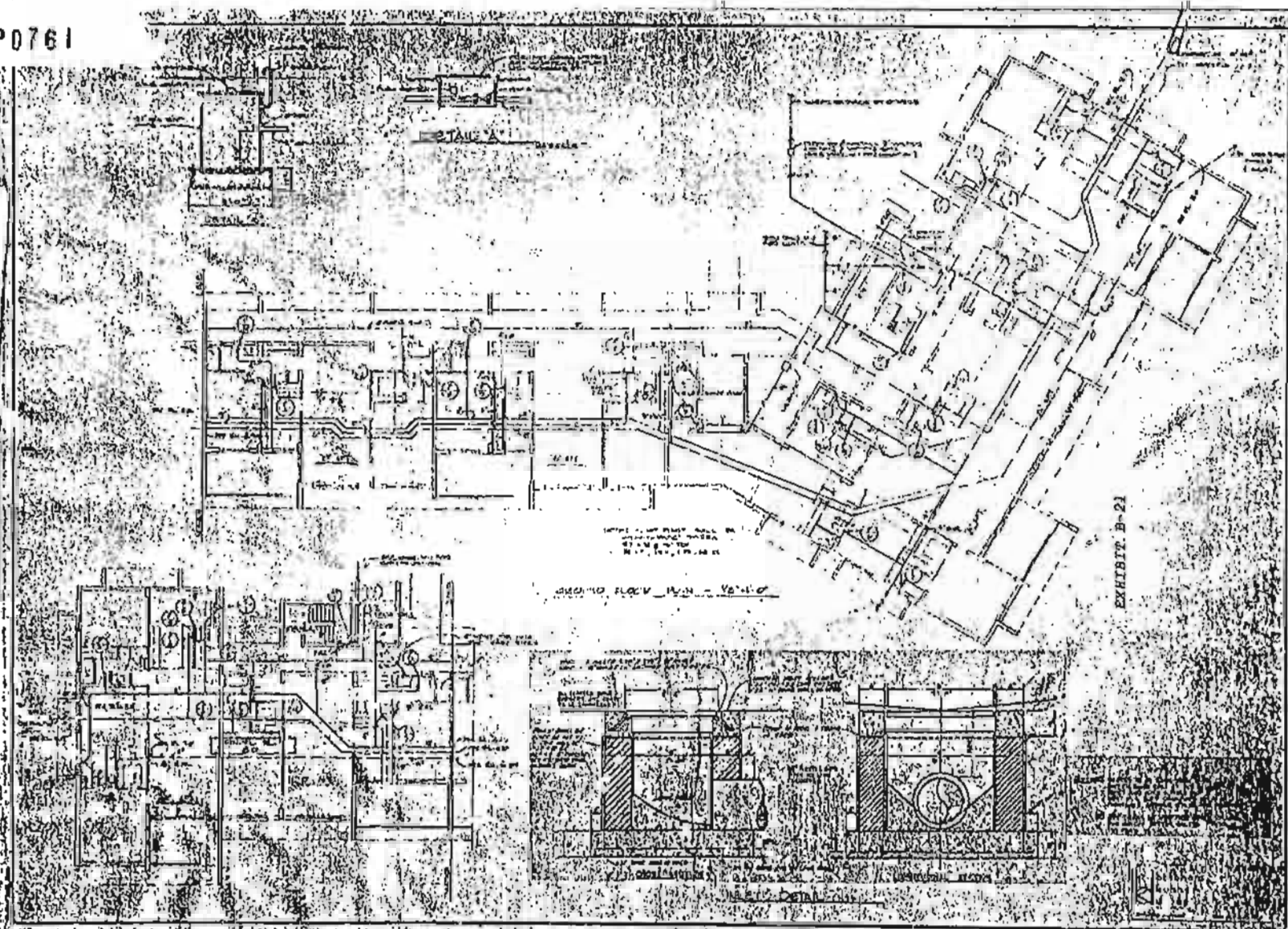
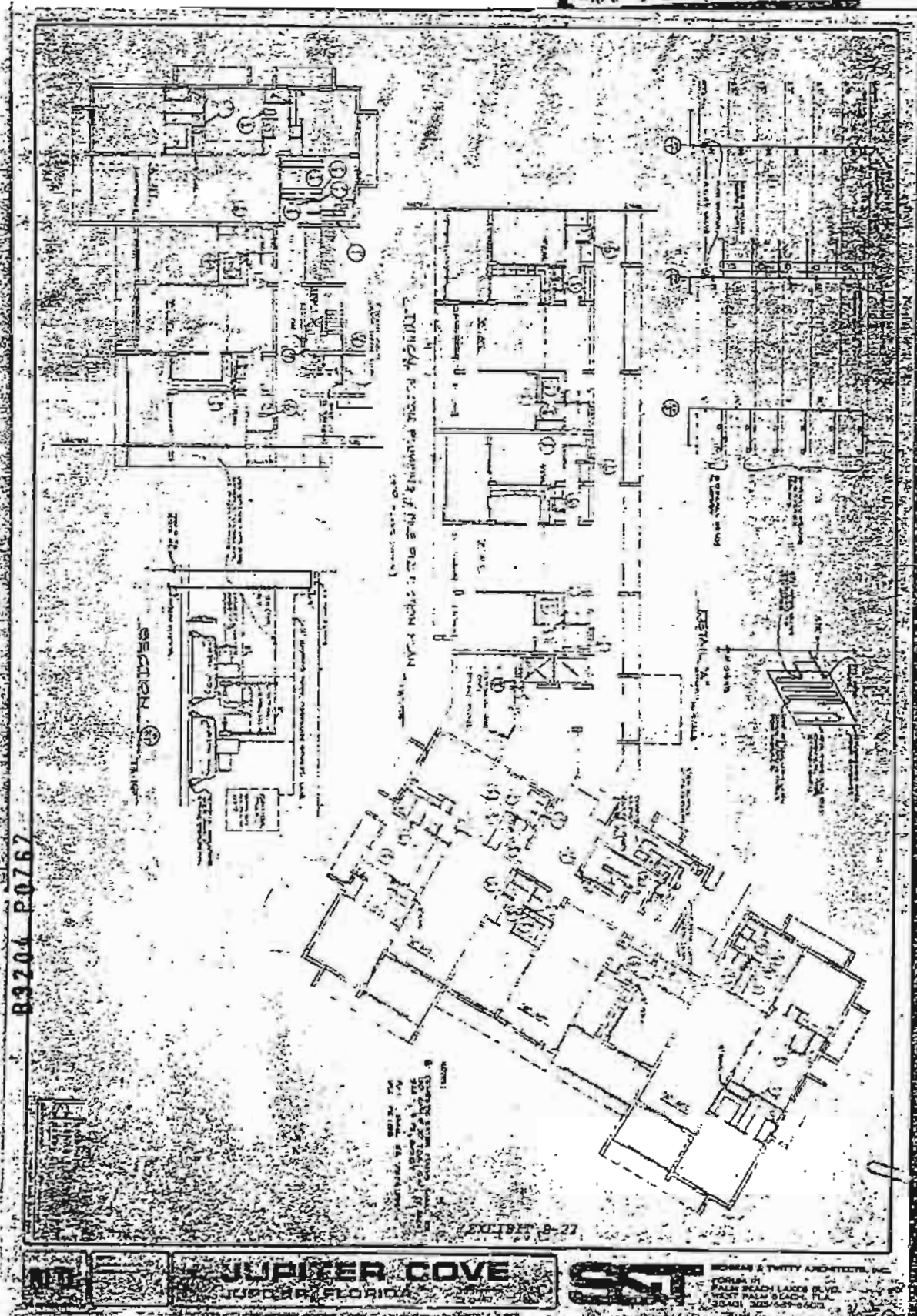


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JUPITER COVE  
JUPITER, FLORIDA

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JUPITER COVE  
JUPITER, FLORIDA

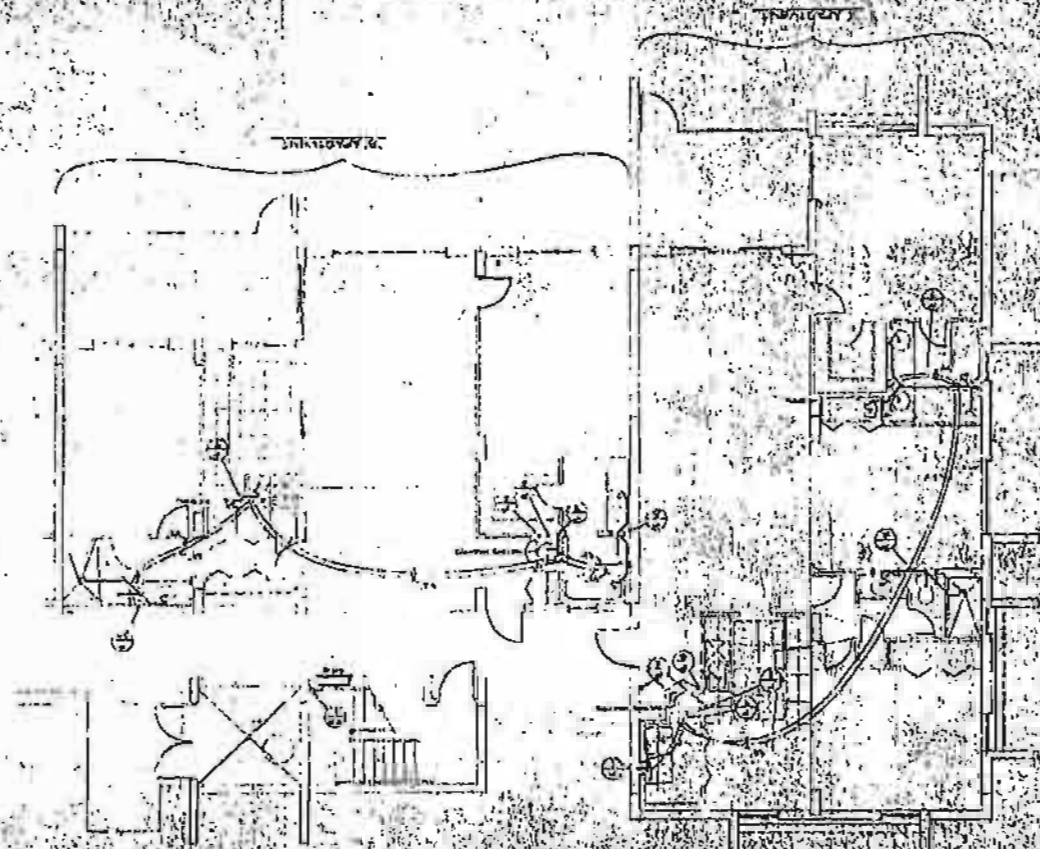
HOMAS & THWY ARCHITECTS, INC.  
1000 N. PALM BEACH LANE, SUITE 100  
PALM BEACH, FLA. 33401  
1987-8-27

83201 P0769

JUPITER COVE

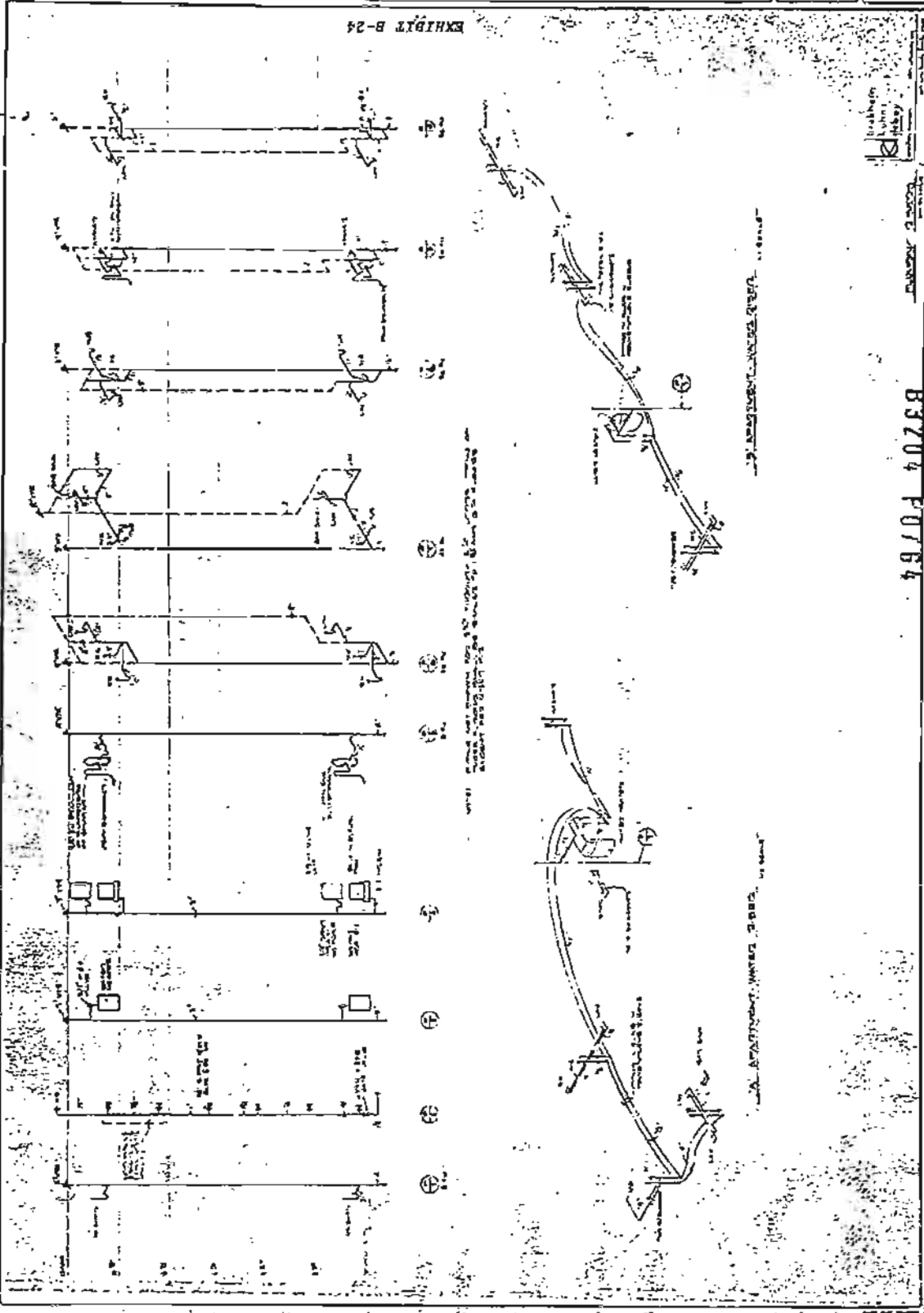
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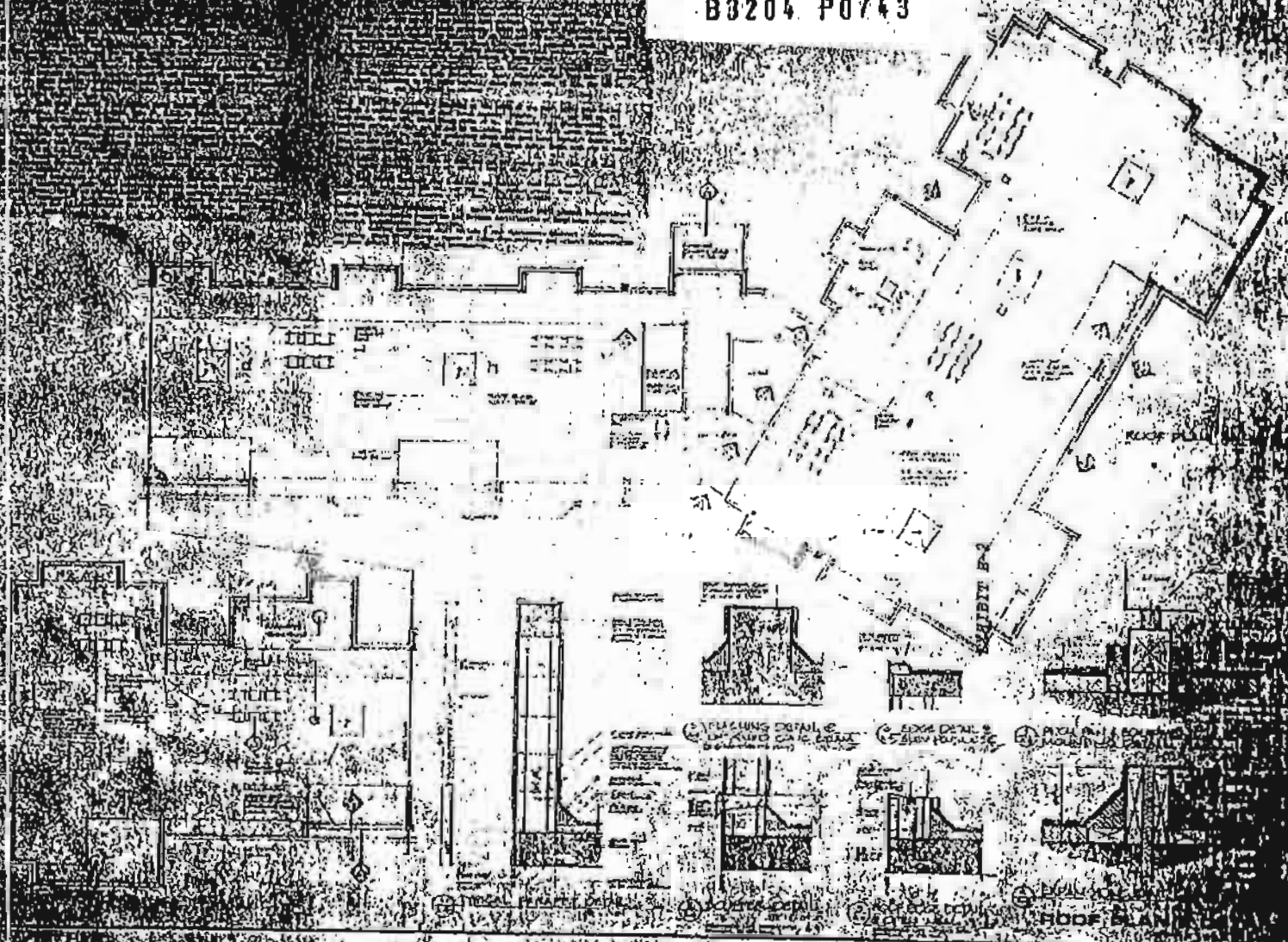




**RECORDER'S MEMO:** Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORDS SECTION  
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unintentionally in this document  
when received

B0204 P0743

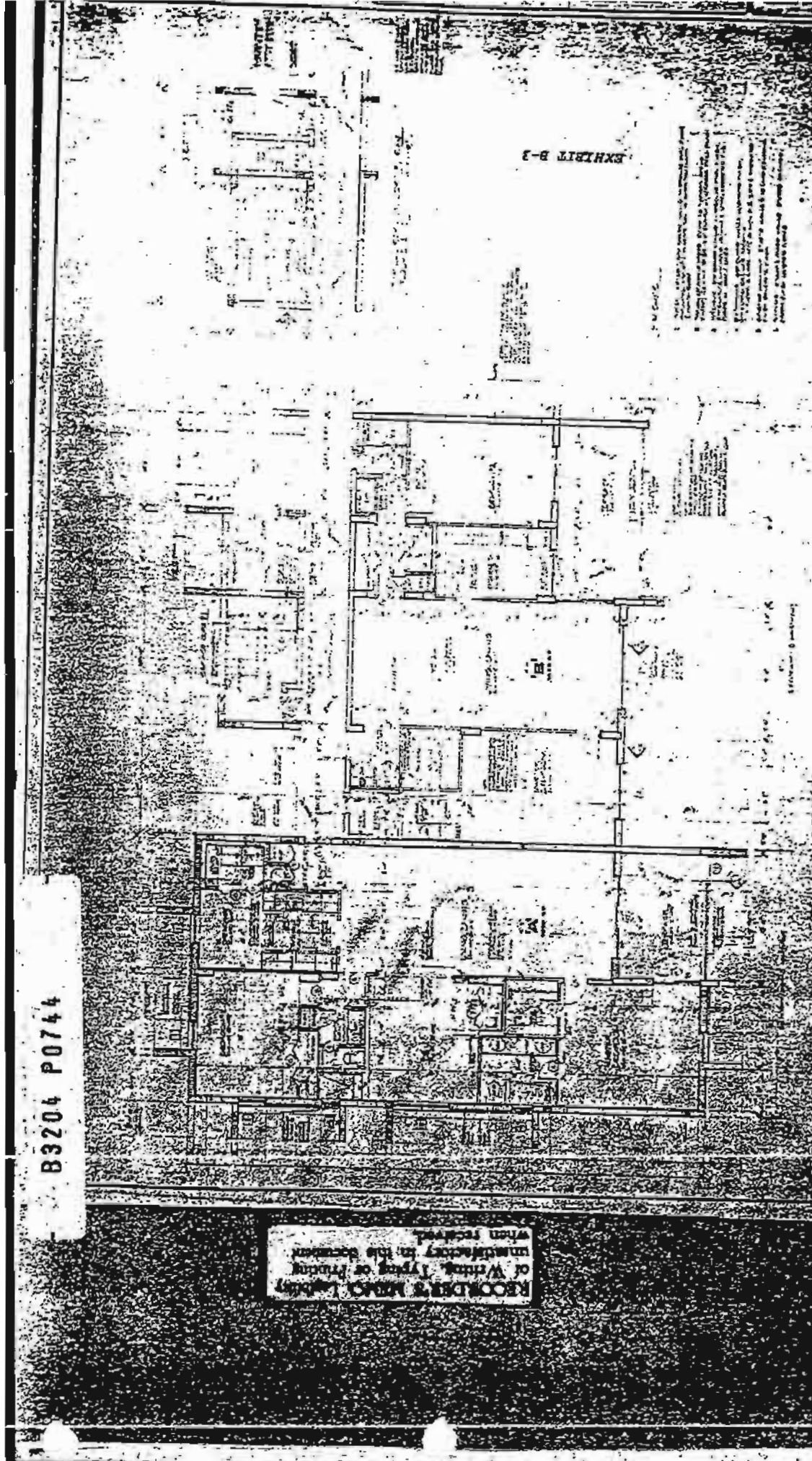


RECORDED & INDEXED  
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unsatisfactory in the document  
when received.

B3204 P0744

EXHIBIT B-3

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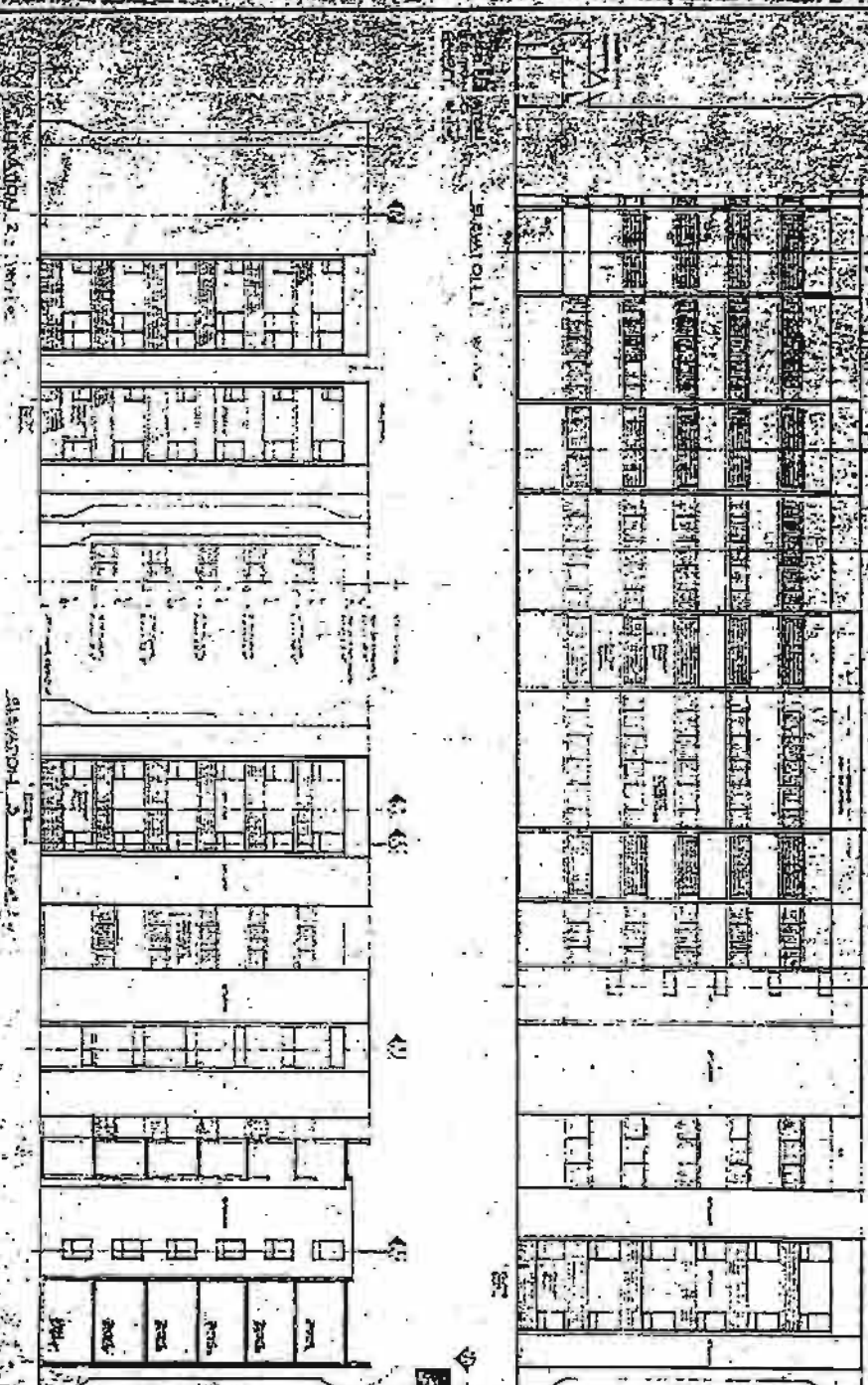




B3204 P0715

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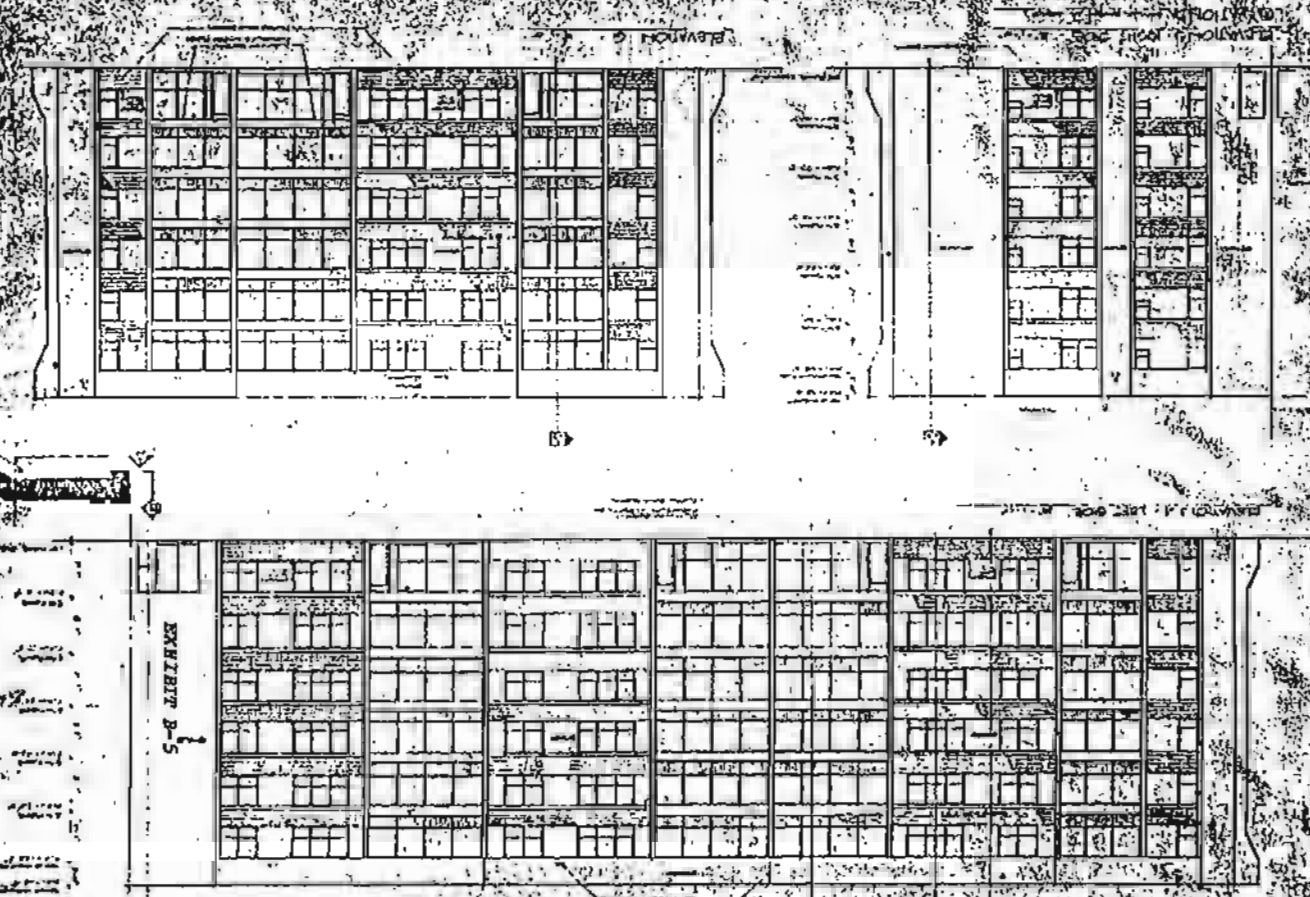


WATER COVE

ST

INTER-COM

ST



RECORDS SECTION  
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B3201 P0746

B3204 P0747

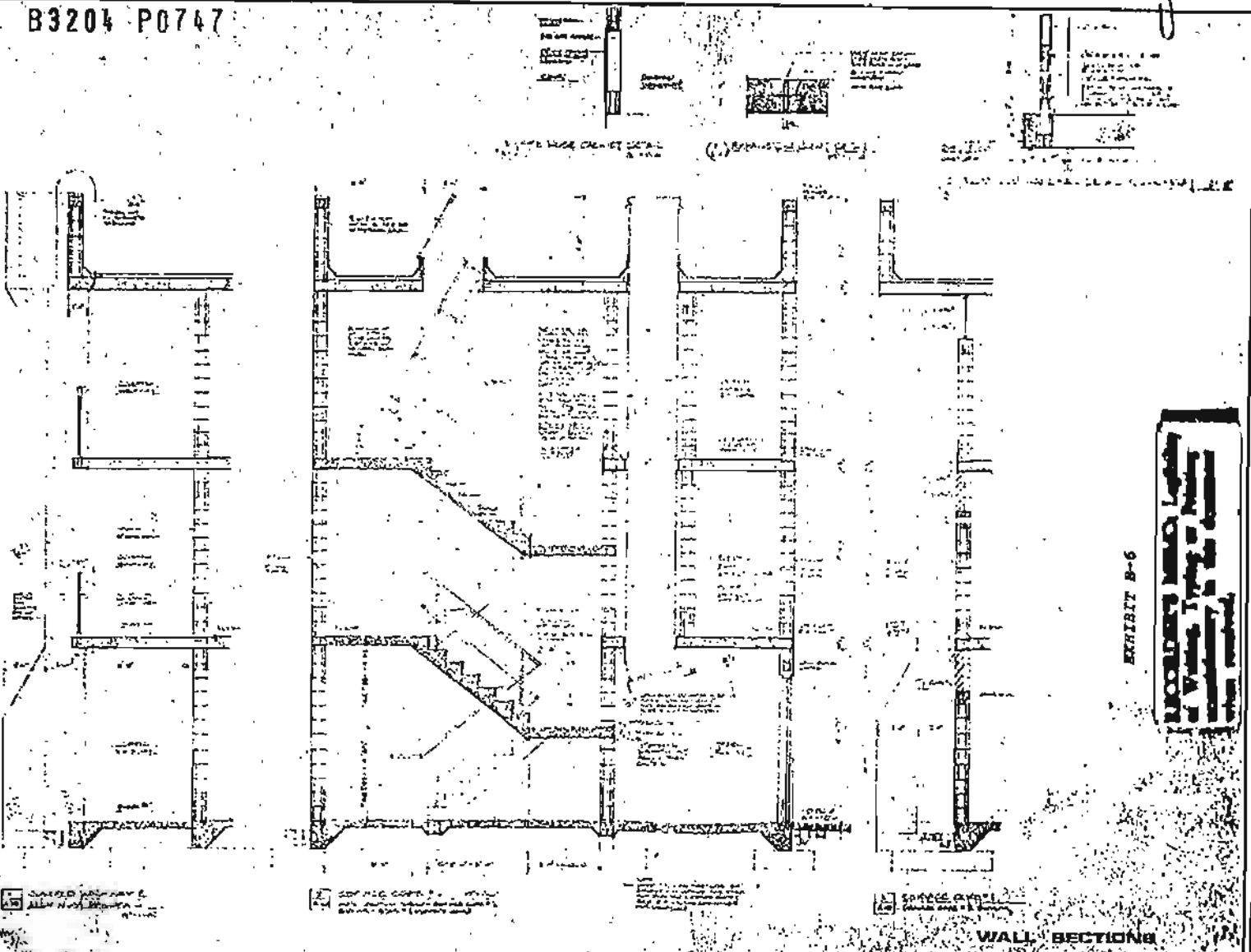


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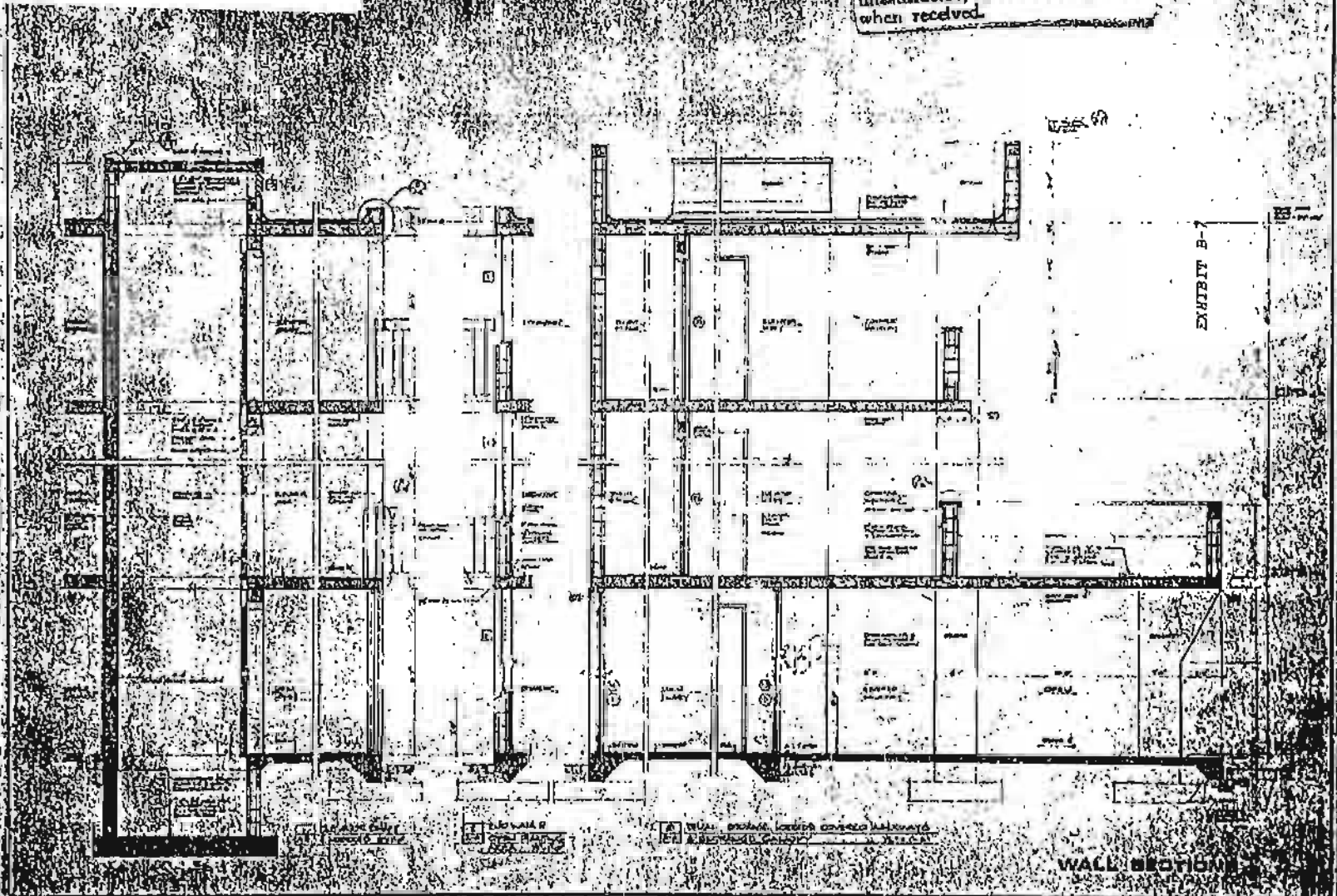
RECORDS AND LOGS  
of Various Types of  
Investigations  
and  
Other Material

WALL SECTIONS

JUPITER COVE  
JUPITER, FLORIDA 33408

89204 P0748

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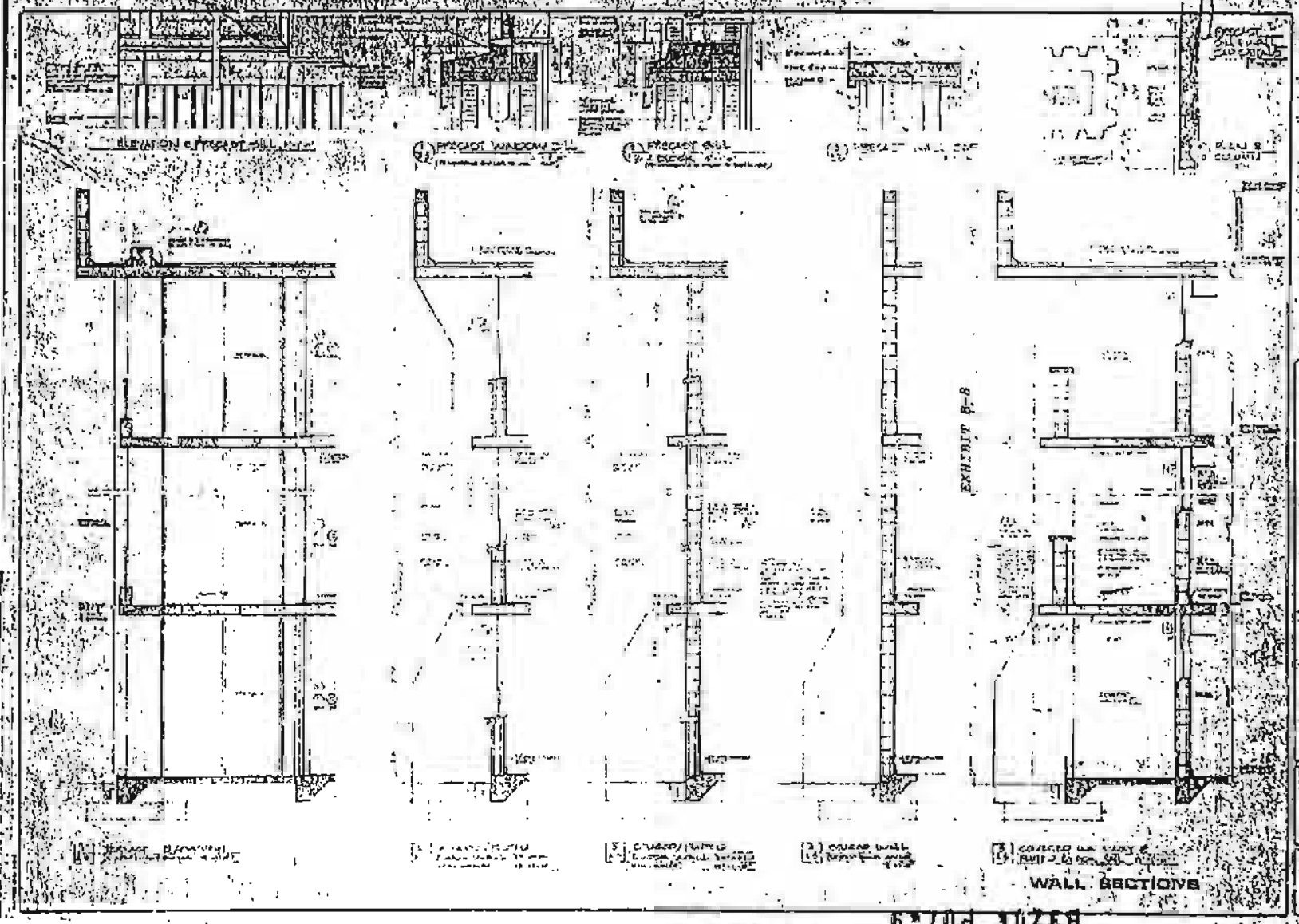


COPIER COVE  
UNIVERSITY OF FLORIDA

RECORDS & COMMUNICATIONS  
UNIVERSITY OF FLORIDA  
GAINESVILLE, FLORIDA 32611



1. ROOFING: 2. BRICK: 3. LATHING  
 4. WOOD: 5. PLASTER: 6. STUCCO  
 7. CONCRETE: 8. OTHER: 9. OTHER: 10. OTHER:



B3204 P07.9

JUPITER COVE  
 ARCHITECTURAL DRAWING

B3204 P9750

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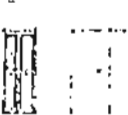


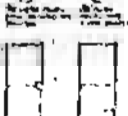
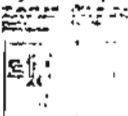


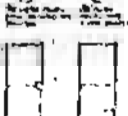
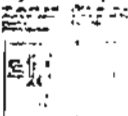

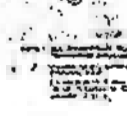
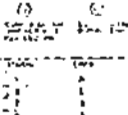
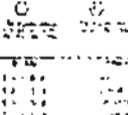


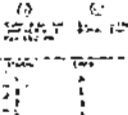
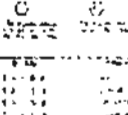


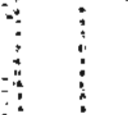
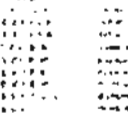


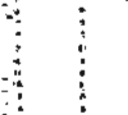
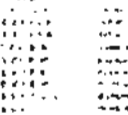
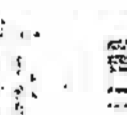

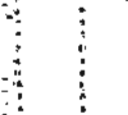
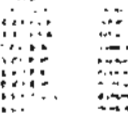

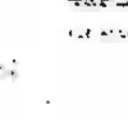
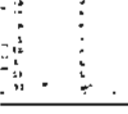
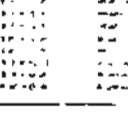
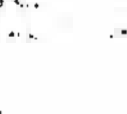
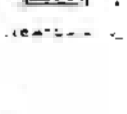
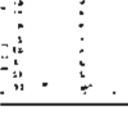
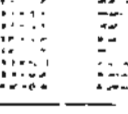



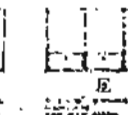
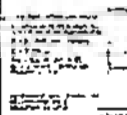


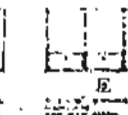

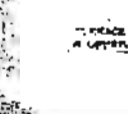
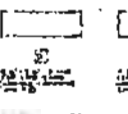
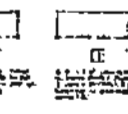
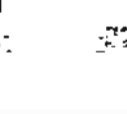
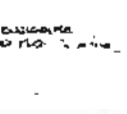
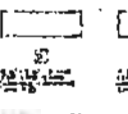
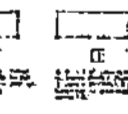
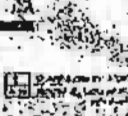

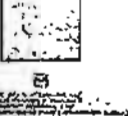

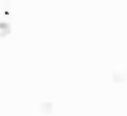

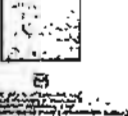

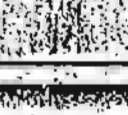
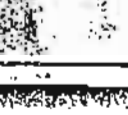
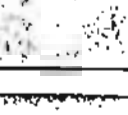
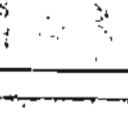
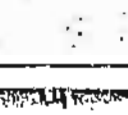
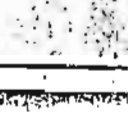
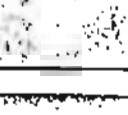
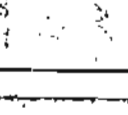
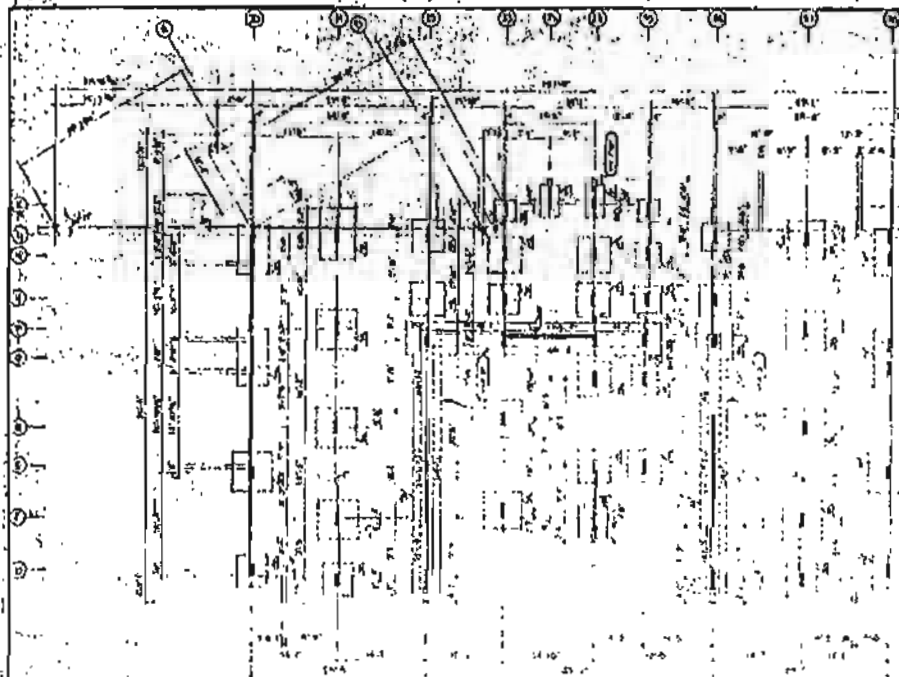
STOREFRONT TYPES		DOOR TYPES & SCHEDULE	
 1	 2	 1	 2
 3	 4	 3	 4
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 7	 8	 7	 8
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 11	 12	 11	 12
 13	 14	 13	 14
 15	 16	 15	 16
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EXHIBIT B-10  
DOOR TYPES & SCHEDULE  
WINDOW LOWER TYPE II  
SCHEDULE B & MISC. DATA LB

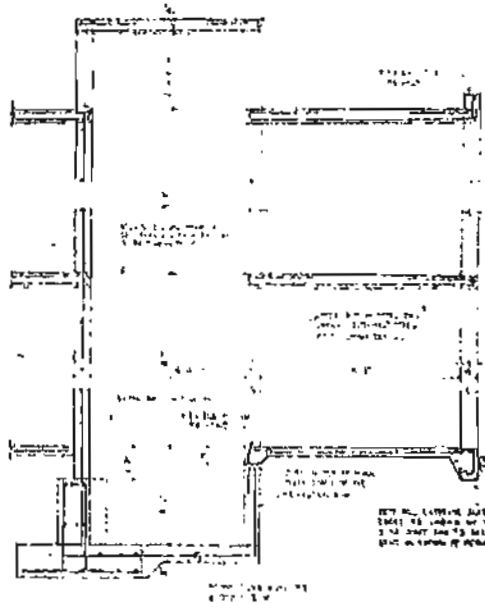




RECORDS SECTION, LEGALITY  
OF WORK, TYPE OF BUILDING  
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SECTION.



FOUNDATION PLAN - PART 2

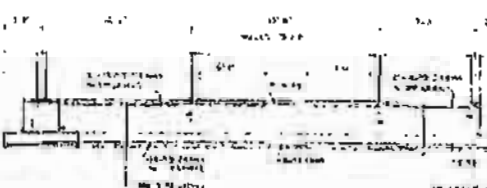


SECTION 1

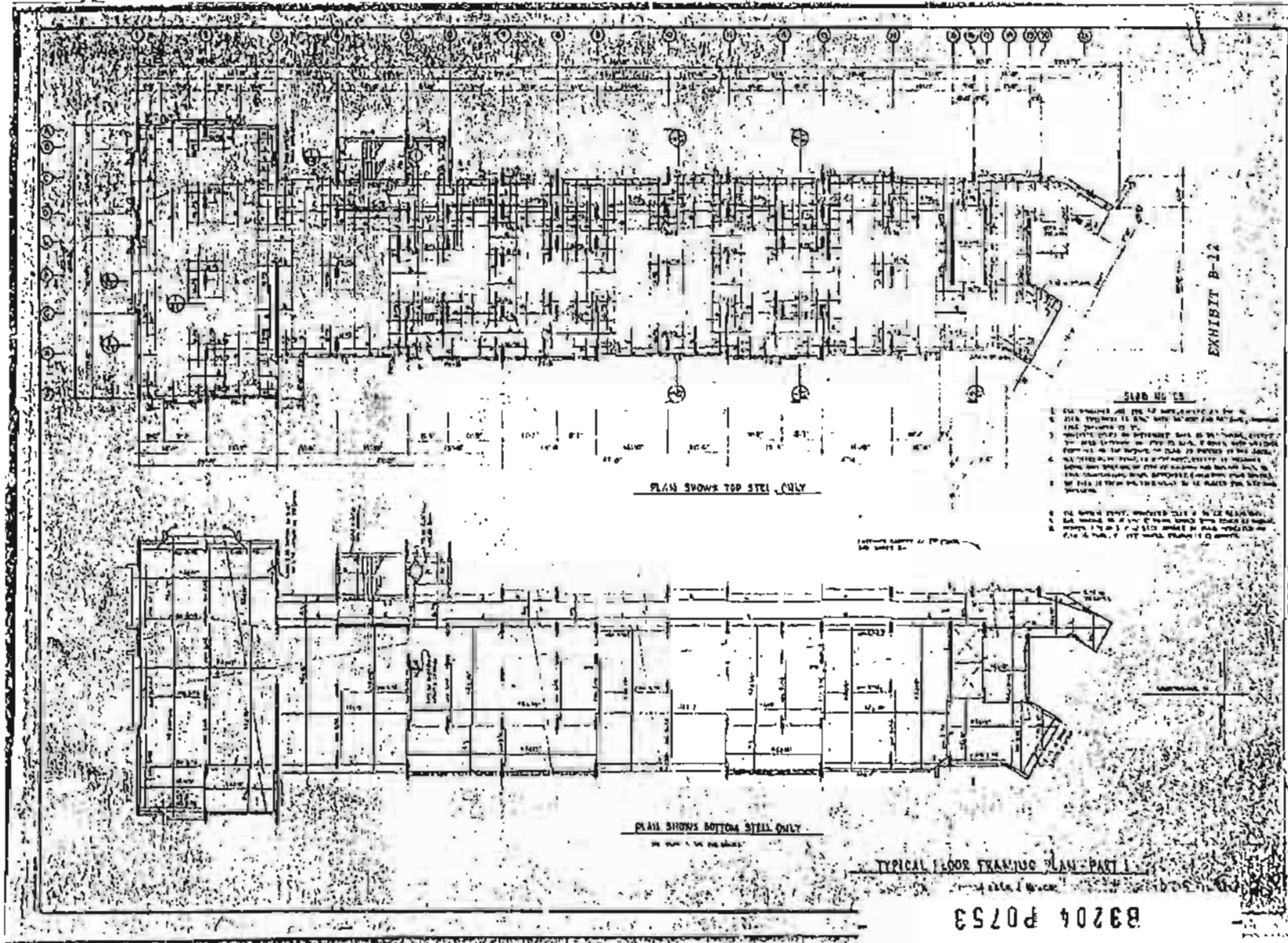


ELEVATION WALLS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

ELEVATION OF SHEAR WALL FOUNDATIONS



RECORDING & VIDEO LOGGING  
of Visual, Taping or Photoing  
any documents in this document  
when needed.



- SLAB NOTES**
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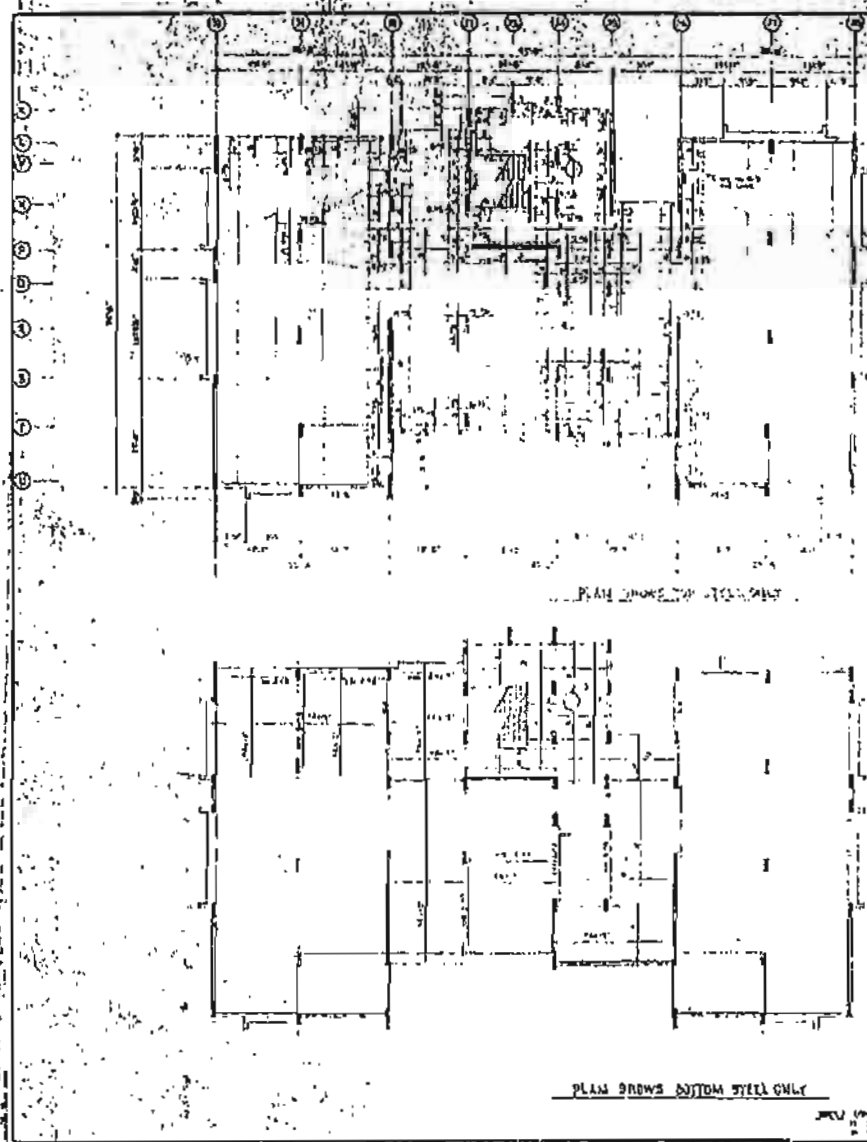
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JUPITER COVE  
JUPITER, FLORIDA

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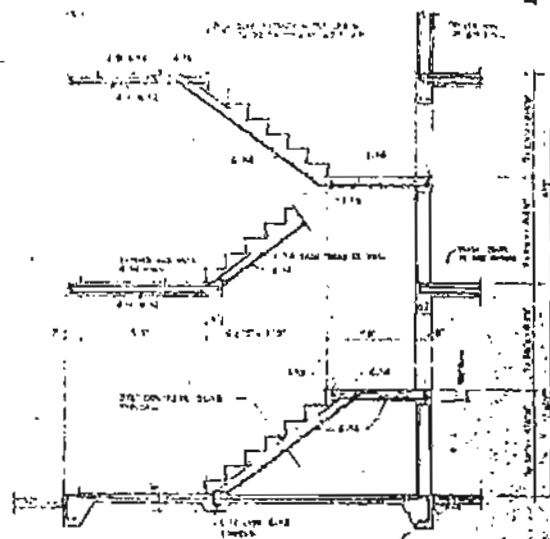
RECORDS & MAPS  
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PLAN SHOWS BOTTOM STEEL ONLY



ENTRANCE CANOPY DRAWING PLAN



SECTION (1)

TYPICAL FLOOR DRAWING PLAN - PART 2

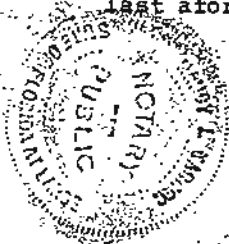
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EXHIBIT B-13

JUPITER COVE  
 JUPITER, FLORIDA

SCHEER & TERRY ARCHITECTS, INC.  
 10000 N. W. 11th Ave., Suite 100  
 Fort Lauderdale, FL 33304  
 Tel: 305-587-6000

WITNESS my hand and official seal in the County and State  
last aforesaid this 18<sup>th</sup> day of December, 1979.



James L. Warner  
Notary Public

My commission expires

June 2, 1981

B3204 P0721



EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA )  
COUNTY OF PALM BEACH) ss


Before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared GARY RAYMAN, who, after first being duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2633.
2. Affiant hereby certifies that the construction of the improvements described is substantially complete so that this exhibit, together with the Declaration of Condominium for the initial phase of JUPITER COVE, a condominium, and the exhibits attached thereto, is an accurate representation of the location and dimensions of the improvements described and that the identification, location, and dimensions of the common elements, and each of the condominium units therein, can be determined from these materials.

Further affiant sayeth not.

  
Gary Rayman

Sworn to and subscribed before me  
this 28th day of December, 1979.

  
Notary Public  
My Commission Expires:  
Notary Public, Florida, State at Large  
My Commission Expires April 30, 1982  
Bartlett and Jodco Insurance Agency

ARTICLES OF INCORPORATION  
OF  
JUPITER COVE  
CONDOMINIUM ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

B3204 P0723

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certifying as follows:

ARTICLE I

Name and Address

The name of the corporation shall be JUPITER COVE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association. The business address of the corporation shall be 4440 PGA Boulevard, Suite 501, Palm Beach Gardens, Florida 33410.

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 718, Florida Statutes, for the operation of the condominium known as JUPITER COVE, which condominium is located in the Town of Jupiter, Florida.

2.2 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict

with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium of JUPITER COVE as amended from time to time and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as they may be amended from time to time, including but not limited to the following:

a. To make and collect assignments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair and replacement and operation of all the condominium property and recreational facilities.

d. The purchase of such insurance upon all of the condominium property and recreational facilities and insurance for the protection of the Association and its members as unit owners.

e. The reconstruction of improvements after casualty and the further improvement of all of the condominium property and recreational facilities.

f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved in the manner provided in the By-Laws of the Association as amended from time to time.

g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-

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Laws of the Association and the Regulations for the use of the property in the Condominium and recreational facilities.

1. To contract for the management of the condominium and recreational facilities and to delegate to such contractor all such powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Administration or the membership of the Association.

j. To contract for the management or operation of portions of the common elements and/or recreational facilities susceptible to separate management or operation, and to lease such portions.

k. To employ personnel to perform the services required for proper operation of the condominium.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### ARTICLE IV

##### Members

4.1 The members of the Association shall consist of all of the record owners of units in JUPITER COVE, a condominium, and after termination of the condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 After receiving approval of the Association required by the Declarations of Condominium, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument to establish

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record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.4 The owner of each unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

#### ARTICLE V

##### Board of Administration

5.1 The Board of Administration shall consist of seven (7) persons. The first election of the Board of Administration shall not be held until the conditions of Florida Statutes §718.301 have been satisfied. Prior to such time the Developer shall be entitled to appoint all members of the Board of Administration. Members appointed by the Developer need not be members of the Association.

Within sixty (60) days from the date Developer holds title to only seven (7) units of the total 138 units to be constructed in JUPITER COVE, the Association shall call a meeting of members, giving notice as required by Section 718.301 of the Florida Statutes, for the purposes of electing the full Board of Administration. At such meeting, seven (7) members of the Board of Administration will be elected in accordance with the following procedures and for the following terms of office:

a. Two (2) members of the Board of Administration will be elected from unit owners owning units in Building A. Such members will hold office for an initial term of two (2) years and these

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seats on the Board of Administration from Building A will be elected every two (2) years thereafter.

b. Two (2) members of the Board of Administration will be elected from unit owners owning units in Building B. Such members will be elected for an initial term of two (2) years and the seats on the Board of Administration from Building B will be elected every two (2) years thereafter.

c. Two (2) members of the Board of Administration will be elected from unit owners owning units in Building C. Such members of the Board of Administration will be elected for an initial term of one (1) year and thereafter the seats on the Board of Administration from Building C will be elected for a two (2) year term and for successive two (2) year terms thereafter.

d. One (1) member of the Board of Administration will be elected at large from unit owners owning a condominium unit in Building A, B or C. The at large seat on the Board of Administration will be elected for an initial term of one (1) year and thereafter will be elected for a term of two (2) years and for successive two (2) year terms thereafter.

It is the intent of these Articles of Incorporation that the seven (7) member Board of Administration will, at such time as the Developer is no longer entitled to appoint a member of the Board of Administration, be elected in such a manner as to require staggered terms of office. Prior to the time that Developer holds title to only seven (7) units of the total 138 units to be constructed in JUPITER COVE, members of the Board of Administration to be elected from or to be elected by unit owners in accordance with Section 718.301 of the Florida Statutes shall be elected in accordance with the terms, conditions and provisions of that section of the Florida Statutes.

B3204 P0727

5.2 The board members named in these Articles shall serve until the first election by unit owners of the permitted number of board members and any vacancies in their number occurring before said permitted election shall be filled by the remaining board members.

5.3 The names and addresses of the members of the first Board of Administration who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Vincent J. Pappalardo  
4440 PGA Boulevard  
Suite 501  
Palm Beach Gardens, Florida 33410

Nancy A. Pappalardo  
4440 PGA Boulevard  
Suite 501  
Palm Beach Gardens, Florida 33410

Raymond W. Royce  
450 Royal Palm Way  
Palm Beach, Florida 33480

#### ARTICLE VI

##### Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Administration at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Administration. The names and addresses of the officers who shall serve until their successors are designated by the Board of Administration are as follows:

Vincent J. Pappalardo	President
Raymond W. Royce	Vice President
Nancy A. Pappalardo	Secretary/Treasurer

#### ARTICLE VII

##### Indemnification

Every board member and every officer of the Association shall

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be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a board member or officer of the Association, whether or not he is a Board member or officer at the time such expenses are incurred, except when the board member or officer is adjudged guilty of willfull misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification shall apply only when the Board of Administration approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such board member or officer may be entitled.

#### ARTICLE VIII

##### By-Laws

The first By-Laws of the Association shall be adopted by the Board of Administration and may be altered, amended or rescinded in the manner provided by the By-Laws.

#### ARTICLE IX

##### Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 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.

9.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Administration or by the members of the Association. Directors and members not present in person or by

B3204 P0729



proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

- a. such approvals must be not less than a majority of the Board of Administration and by the owners of not less than two-thirds (2/3) of the units, or
- b. until the first election of the Board of Administration, only by all of the administrators.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of ARTICLE III, or Section 5.1 of ARTICLE V, without approval in writing of all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

#### ARTICLE X

##### Term

The term of the Association shall be perpetual.

#### ARTICLE XI

##### Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

J. Richard Harris	450 Royal Palm Way Palm Beach, Florida 33480
Robert C. Scott	450 Royal Palm Way Palm Beach, Florida 33480
Richard B. Burk	450 Royal Palm Way Palm Beach, Florida 33480

B3204 P0730

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 18th day of October, 1979.

[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)

B3204 P0731

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

:88

BEFORE ME, the undersigned authority, personally appeared J. RICHARD HARRIS, ROBERT C. SCOTT, and RICHARD B. BURK, to me well known and known to be the persons described in and who executed the foregoing and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

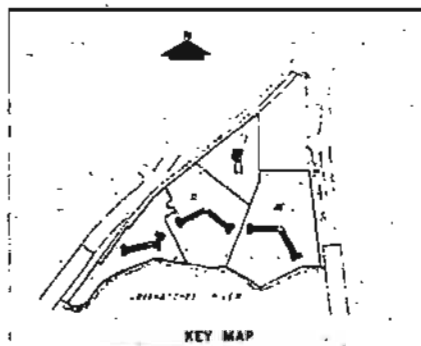
WITNESS my hand and official seal this 18th day of October 1979.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA BY LAUREN  
MY COMMISSION EXPIRES NOV 26, 1981  
BONDED THRU CENTRAL INSURANCE UNDERWRITERS

ALT.  
5-30-7E  
238°54'37"



**DESCRIPTION**

FROM THE QUARTER SECTION CORNER IN THE NORTH LINE OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 42 EAST, SAKA PALM CREEK, FLORIDA, BEARING S 69°27'31" E, A LONG THE NORTH-EAST QUARTER SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1372.31 FEET TO THE NORTH-EAST CORNER OF CORNERPOST LOT 10 OF SAID SECTION 31; THENCE S 81°54'42" E, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 111.15 FEET; THENCE S 00°06'21" E, A DISTANCE OF 484.18 FEET TO A POINT IN THE ARC OF A CURVE CONTAINING TO THE QUARTER SECTION A RADIUS OF 855.31 FEET AND BEARING S 61°28'20" E, 231.11 FEET, SAID POINT BEING ON THE CENTER LINE OF SAID ROAD BEARING S 41°41'00" E, AS DESCRIBED. IN CERTAIN BOOK 44, PAGE 121, BEING ONE OF THE PUBLIC MONUMENTS, FLORIDA, THESE BEING MEASUREMENTS ALONG THE ARC OF SAID CURVE AND THE CENTER LINE OF SAID ROAD S 41°41'00" E THROUGH A CIRCULAR ARC OF 121.27°23", AN ARC DISTANCE OF 221.45 FEET TO THE POINT IN TANGENCY OF SAID CURVE, BEARING S 51°47'27" E, A DISTANCE OF 415.31 FEET TO THE POINT OF TANGENCY OF THE HITHERTO DESCRIBED LINE, BEARING S 61°28'20" E, A DISTANCE OF 100.52 FEET; THENCE S 64°18'20" E, A DISTANCE OF 3.63 FEET TO THE POINT OF TANGENCY OF A CURVE BEARING S 41°41'00" E, HAVING A RADIUS OF 15.20 FEET; THENCE S 41°41'00" E, ALONG THE ARC OF SAID CURVE THROUGH A CIRCULAR ARC OF 180°00'00", AN ARC DISTANCE OF 31.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 25°57'40" E, A DISTANCE OF 344.00 FEET TO THE POINT OF TANGENCY OF A CURVE CONTAINING TO THE SOUTHWEST, HAVING A RADIUS OF 111.52 FEET; THENCE S 41°41'00" E, ALONG THE ARC OF SAID CURVE THROUGH A CIRCULAR ARC OF 181°15'00", AN ARC DISTANCE OF 61.43 FEET TO A POINT IN THE CENTER LINE OF SAID ROAD BEARING S 25°57'40" E, A DISTANCE OF 103 FEET.

BEARING S 1°06'10" E TO THE WEST NEAR HIGH WATER LINE OF THE NORTH BRANCH OF THE LAKEMANOR RIVER; THENCE MEASURING SOUTHWESTWARD ALONG SAID NEAR HIGH WATER LINE A DISTANCE OF 84.05 FEET, BEARING S 1°06'10" E, TO THE CENTER LINE OF SAID CREEK; FROM SAID ALTERNATE POINT (AN ALTERNATE) THENCE S 41°41'00" E, FROM SAID NEAR HIGH WATER LINE ALONG SAID CREEK LINE, A DISTANCE OF 544.00 FEET TO THE POINT OF TANGENCY OF A CURVE CONTAINING TO THE SOUTHWEST, HAVING A RADIUS OF 110.13 FEET; THENCE SOUTHWESTWARD ALONG THE ARC OF SAID CURVE AND TO THE POINT OF TANGENCY OF SAID ALTERNATE S 41°41'00" E, THROUGH A CIRCULAR ARC OF 14°09'45", AN ARC DISTANCE OF 241.75 FEET TO THE POINT IN TANGENCY OF SAID CURVE; THENCE S 51°44'22" E, A DISTANCE OF 87.12 FEET TO THE POINT OF BEGINNING.

BEARING TO SAID STATE AND ALTERNATE S 41°41'00" E.

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

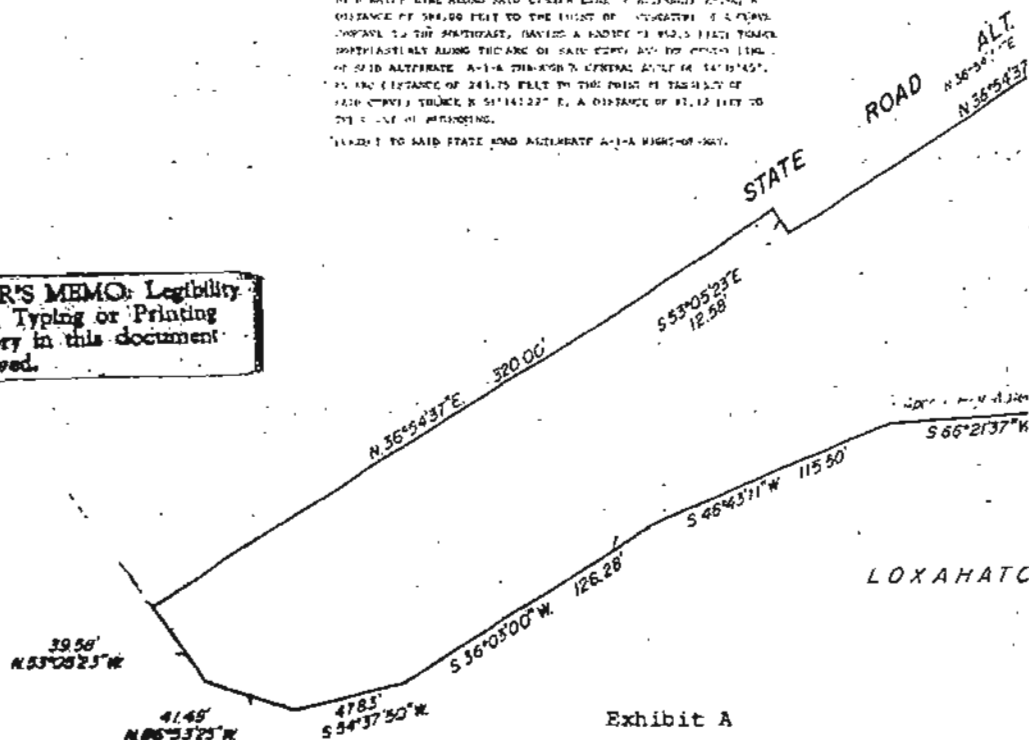


Exhibit A

**JUPITER COVE**

## INITIAL PHASE

DATE	BY	

Site Plan Details:

- Top Boundary:**
  - Point A to Point B:  $N 51^{\circ} 34' 22'' E$ , 87.18'
  - Point B to Point C:  $S 63^{\circ} 40' E$ , 74.72'
  - Point C to Point D:  $S 53^{\circ} 05' 23'' E$ , 20.42'
  - Point D to Point E:  $A 114^{\circ} 30' 45''$
  - Point E to Point F:  $S 53^{\circ} 05' 23'' E$ , 20.42'
  - Point F to Point G:  $R = 952.5'$
  - Point G to Point H:  $A = 243.75'$
  - Point H to Point I:  $L = 14^{\circ} 39' 45''$ ,  $R = 919.50'$ ,  $A = 255.31'$
  - Point I to Point J:  $N 51^{\circ} 34' 22'' E$ , 79.82'
- Right Boundary:**
  - Point J to Point K:  $S 54^{\circ} 02' 20'' W$ , 7.67'
  - Point K to Point L:  $\Delta = 180^{\circ} 00' 00''$ ,  $R = 25.00'$ ,  $A = 78.54'$
  - Point L to Point M:  $S 25^{\circ} 57' 40'' E$ , 24.00'
  - Point M to Point N:  $\Delta = 11^{\circ} 35' 30''$ ,  $R = 315.52'$ ,  $A = 63.83'$
  - Point N to Point O:  $S 28^{\circ} 57' 30'' E$ , 300.45'
- Bottom Boundary:**
  - Point O to Point P:  $N 80^{\circ} 00' 03'' W$ , 200.05'
  - Point P to Point Q:  $S 80^{\circ} 11' 29'' W$ , 164.39'
  - Point Q to Point R:  $W 119.49'$
- Left Boundary:**
  - Point R to Point S:  $A = 1-A$ , 264.00'
  - Point S to Point T:  $S 53^{\circ} 05' 23'' E$ , 20.42'
- Other Features:**
  - Point A to Point B:  $R = 952.5'$
  - Point B to Point C:  $A = 243.75'$
  - Point C to Point D:  $L = 14^{\circ} 39' 45''$ ,  $R = 919.50'$ ,  $A = 255.31'$
  - Point D to Point E:  $N 51^{\circ} 34' 22'' E$ , 79.82'
  - Point E to Point F:  $S 54^{\circ} 02' 20'' W$ , 7.67'
  - Point F to Point G:  $\Delta = 180^{\circ} 00' 00''$ ,  $R = 25.00'$ ,  $A = 78.54'$
  - Point G to Point H:  $S 25^{\circ} 57' 40'' E$ , 24.00'
  - Point H to Point I:  $\Delta = 11^{\circ} 35' 30''$ ,  $R = 315.52'$ ,  $A = 63.83'$
  - Point I to Point J:  $S 28^{\circ} 57' 30'' E$ , 300.45'
  - Point J to Point K:  $N 80^{\circ} 00' 03'' W$ , 200.05'
  - Point K to Point L:  $S 80^{\circ} 11' 29'' W$ , 164.39'
  - Point L to Point M:  $W 119.49'$
  - Point M to Point N:  $A = 1-A$ , 264.00'
  - Point N to Point O:  $S 53^{\circ} 05' 23'' E$ , 20.42'
  - Point O to Point P:  $R = 952.5'$
  - Point P to Point Q:  $A = 243.75'$
  - Point Q to Point R:  $L = 14^{\circ} 39' 45''$ ,  $R = 919.50'$ ,  $A = 255.31'$
  - Point R to Point S:  $N 51^{\circ} 34' 22'' E$ , 79.82'
  - Point S to Point T:  $S 54^{\circ} 02' 20'' W$ , 7.67'
  - Point T to Point U:  $\Delta = 180^{\circ} 00' 00''$ ,  $R = 25.00'$ ,  $A = 78.54'$
  - Point U to Point V:  $S 25^{\circ} 57' 40'' E$ , 24.00'
  - Point V to Point W:  $\Delta = 11^{\circ} 35' 30''$ ,  $R = 315.52'$ ,  $A = 63.83'$
  - Point W to Point X:  $S 28^{\circ} 57' 30'' E$ , 300.45'
  - Point X to Point Y:  $N 80^{\circ} 00' 03'' W$ , 200.05'
  - Point Y to Point Z:  $S 80^{\circ} 11' 29'' W$ , 164.39'
  - Point Z to Point A:  $W 119.49'$
  - Point A to Point B:  $A = 1-A$ , 264.00'

Figure 1 shows a horizontal beam of length 10 units, divided into five segments of length 2 units each. The beam is supported by a pin support at the left end (x=0) and a roller support at the right end (x=10). A uniformly distributed load of 1 unit per unit length is applied downwards along the entire length of the beam. The beam is divided into five segments by four vertical lines at x=2, x=4, x=6, and x=8. The segments are labeled 1, 2, 3, 4, and 5 from left to right. The beam is labeled "BEAM" and the supports are labeled "PIN SUPPORT" and "ROLLER SUPPORT".

[illegible]



[illegible][illegible]

# SITE PLAN - JUPITER COVE

**ST**

Alvord Dr

100

Alternate A1A

Building C  
ENF-42411a

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} mean high
. water line
| outside line

```

**Loxobates**

Round storage building	57,400 sq ft 1.01
covered parking	25,000 sq ft 1.01
open parking	155,500 sq ft 1.01
recreation	12,400 sq ft 1.01
gravel area	450,000 sq ft 1.01

Notes:  
1. All buildings  
on 4th story.  
2. Dimensions fr  
level to top l  
level = 45-4'

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From the Quarter Section corner in the North line of Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, proceed S 00°22'44"E, along the North-South Quarter Section line of said Section 31, a distance of 2002.87 feet; thence S 89°37'26"W, a distance of 60.92 feet to a point of intersection with the Westerly right-of-way line of U.S. Highway No. 1, as recorded in Road Plat Book 2, page 105 through 118, inclusive, public records of Palm Beach County, Florida, and the POINT OF BEGINNING; thence N 72°39'44"W, a distance of 41.65 feet to a point in the arc of a curve in the Southerly right-of-way line of State Road Alternate A-1-A, having a radius of 988.37 feet; thence Southwesterly along said curve, which is concave to the Northwest, a distance of 353.05 feet to the end of said curve; thence S 51°32'37"W, along said right-of-way, a distance of 703.55 feet to the beginning of a curve, concave to the Southeast and having a radius of 919.50 feet; thence Southwesterly, along said curve, a distance of 207.13 feet to the end of said curve; thence N 53°05'23"W, said line also being at Station 545+00 according to the stationing as shown on State of Florida, Department of Transportation, right-of-way map of State Road No. Alternate A-1-A, sheet 12 of 14, approved on July 2, 1970, a distance of 20.42 feet to a line that is 13.00 feet Southeasterly of and parallel with the center line of said State Road Alternate A-1-A; thence S 36°54'37"W, along said parallel line, a distance of 264.00 feet to a line at Station 542+36 according to the stationing as shown on State of Florida, Department of Transportation, right-of-way map of State Road No. Alternate A-1-A, sheet 12 of 14, approved on July 2, 1970; thence N 53°05'23"W, along said station line, a distance of 31.00 feet to a line 18.00 feet Northwesterly of and parallel to said center line of State Road No. Alternate A-1-A; thence S 36°54'37"W, along said parallel line, a distance of 350 feet, more or less to the Mean High Water Line of the Loxahatchee River; thence Northeasterly, Easterly and Southeasterly, meandering the said Mean High Water Line of the Loxahatchee River, to a point in a line, 31.5 feet, more or less, Westerly of and parallel to the Westerly edge of the South-bound traffic lane of U. S. Highway No. 1, as now laid out and in use; thence N 06°00'00"W, along said parallel line, a distance of 700 feet, more or less, to a point that bears S 00°51'41"E, from the POINT OF BEGINNING; thence N 00°51'41"W, along said line, a distance of 400.00 feet to the POINT OF BEGINNING.

Containing 17.00 acres, more or less.

Subject to a Department of Transportation easement on the East 10 feet of the South 780 feet of the above described property.

JUPITER COVE  
INITIAL PHASE

From the quarter section corner in the North line of Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, proceed S 00°21'33" E, along the North-South quarter section line of said Section 31, a distance of 1372.51 feet to the Northeast corner of Government Lot 10 of said Section 31; thence S 89°05'50" W, along the North line of said Lot 10, a distance of 231.35 feet; thence S 00°06'21" E, a distance of 484.14 feet to a point in the arc of a curve concave to the Northwest, having a radius of 955.37 feet and subtending a central angle of 51°43'11" W, said point being on the center line of State Road Alternate A-1-A, as described in Deed Book 494, Page 133, Public Records of Palm Beach County, Florida; thence Southwesterly along the arc of said curve and the center line of Alternate A-1-A through a central angle of 13°17'11", an arc distance of 221.65 feet to the point of tangency of said curve; thence S 51°34'22" W, a distance of 615.31 feet to the POINT OF BEGINNING of the herein described parcel. Proceed thence S 25°57'40" E, a distance of 108.52 feet; thence S 64°02'20" W, a distance of 7.67 feet to the point of curvature of a curve concave to the Northeast, having a radius of 25.00 feet; thence Southwesterly along the arc of said curve through a central angle of 180°00'00", an arc distance of 78.54 feet to the point of tangency of said curve; thence S 25°57'40" E, a distance of 24.00 feet to the point of curvature of a curve concave to the Southeast, having a radius of 315.52 feet; thence Southwesterly along the arc of said curve through a central angle of 11°45'30", an arc distance of 63.83 feet to a point on said curve; thence S 25°57'40" E, a distance of 300 feet, more or less to the 1968 mean high water line of the North Shore of the Loxahatchee River; thence meandering Northwesterly along said mean high water line, a distance of 85 feet, more or less, to the center line of said State Road Alternate A-1-A (now abandoned); thence N 36°54'37" W, from said mean high water line along said center line of Alternate A-1-A, a distance of 584.00 feet to the point of curvature of a curve concave to the Southeast, having a radius of 952.5 feet; thence Northeasterly along the arc of said curve and the center line of said Alternate A-1-A through a central angle of 14°39'45", an arc distance of 243.75 feet to the point of tangency of said curve; thence N 51°34'22" E, a distance of 87.12 feet to the POINT OF BEGINNING.

Subject to said State Road Alternate A-1-A right-of-way.

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Exhibit A-4

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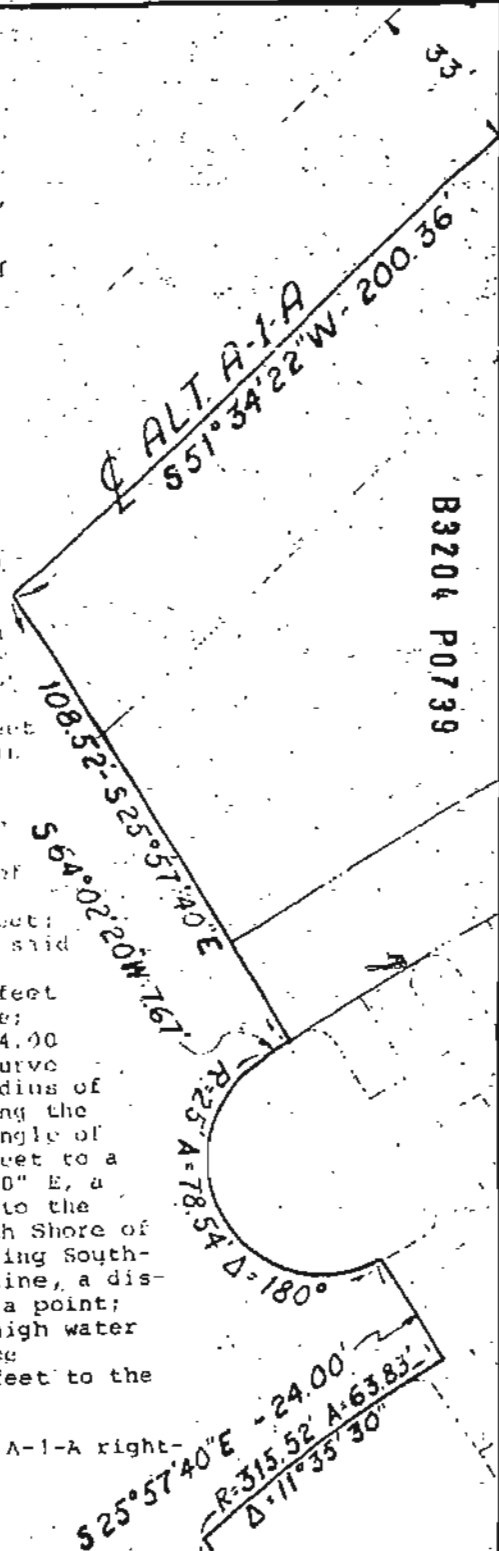
JURIST COVE  
PHASE II

From the quarter section corner in the North line of Section 31, Township 40 South, Range 42 East, Palm Beach County, Florida, proceed S 00° 21' 31" E, along the North-South quarter section line of said Section 31, a distance of 1372.51 feet to the Northeast corner of Government Lot 15 of said Section 31; thence S 89° 05' 10" W, along the North line of said Lot 15, a distance of 231.35 feet; thence S 00° 06' 21" E, a distance of 484.14 feet to a point in the arc of a curve concave to the Northwest, having a radius of 955.37 feet and whose center bears N 51° 43' 11" W, said point being on the center line of State Road Alternate A-1-A as described in Deed Book 494, Page 114, Public Records of Palm Beach County, Florida; thence Southwesterly along the arc of said curve and the center line of Alternate A-1-A through a central angle of 13° 17' 11", an arc distance of 221.65 feet to the point of tangency of said curve; thence S 51° 34' 22" W, a distance of 414.95 feet to the POINT OF BEGINNING of the herein described parcel; proceed thence S 51° 34' 22" W, a distance of 200.36 feet; thence S 25° 57' 40" E, a distance of 108.52 feet; thence S 64° 02' 20" W, a distance of 167 feet to the point of curvature of a curve concave to the Northeast, having a radius of 25.00 feet; thence Southwesterly along the arc of said curve through a central angle of 180° 00' 06", an arc distance of 78.54 feet to the point of tangency of said curve; thence S 25° 57' 40" E, a distance of 24.00 feet to the point of curvature of a curve concave to the Southeast, having a radius of 315.52 feet; thence Southwesterly along the arc of said curve through a central angle of 11° 55' 00", an arc distance of 63.83 feet to a point on said curve; thence S 25° 57' 40" E, a distance of 300 feet, more or less, to the 1968 mean high water line of the North Shore of the Loxahatchee River; thence meandering Southwesterly along said mean high water line, a distance of 208 feet more or less to a point; thence N 20° 50' 00" E from said mean high water line a distance of 387.30 feet; thence N 51° 57' 40" W, a distance of 425.74 feet to the POINT OF BEGINNING.

Subject to said State Road Alternate A-1-A right-of-way.

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Exhibit A-4, cont'd.



From the quarter section corner in the North line of Section 31, Township 40 South, Range 41 East, Palm Beach County, Florida, proceed S 0°00'00" E, along the North-South quarter section line of said Section 31, a distance of 1,225.12 feet to the Northeast corner of Government Lot 10 of said Section 31; thence S 89°08'19" W, along the North line of said Lot 10, a distance of 231.35 feet; thence S 00°00'21" E, a distance of 484.14 feet to a point in the arc of a curve concave to the Northwest, having a radius of 550.37 feet and whose center bears N 51°34'22" W, said point being on the center line of State Road Alternate A-1-A as described in Deed Book 494, Page 135, Public Records of Palm Beach County, Florida; thence Southwesterly along the arc of said curve and the center line of Alternate A-1-A through a central angle of 13°17'41", an arc distance of 221.65 feet to the point of tangency of said curve; thence S 51°34'22" W, a distance of 414.95 feet; thence S 51°34'40" E, a distance of 425.74 feet to the POINT OF BEGINNING of the herein described parcel. Proceed thence N 20°50'00" E, a distance of 158.49 feet; thence N 00°00'00" W, a distance of 44.15 feet; thence S 89°08'19" E, a distance of 250.94 feet to a point on a line being 31.5 feet westerly of and parallel to the westerly edge of the South bound traffic lane of U.S. Highway No. 1 as laid out and now in use; thence S 06°00'00" E, along said parallel line, a distance of 536.50 feet to the 1968 mean high water line of the North Shore of the Loxahatchee River; thence Southwesterly, meandering along said mean high water line, a distance of 522 feet, more or less, to a point; thence N 20°50'00" E, from said mean high water line a distance of 387.30 feet to the POINT OF BEGINNING.

Subject to a Department of Transportation easement over and across the Easterly 10 feet thereof.

Exhibit A-4, cont'd.

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JUPITER COVE  
PHASE IV

From the quarter section corner in the North line of Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, proceed S 00°21'33" E, along the North-South quarter section line of said Section 31, a distance of 1372.51 feet to the Northeast corner of Government Lot 10 of said Section 31; thence S 89°05'50" W, along the North line of said Lot 10, a distance of 231.35 feet; thence S 00°06'21" E, a distance of 484.14 feet to a point in the arc of a curve concave to the Northwest, having a radius of 955.37 feet and whose center bears N 51°43'11" W, said point being on the center line of State Road Alternate A-1-A as described in Deed Book 494, Page 131, Public Records of Palm Beach County, Florida; thence Southwesterly along the arc of said curve and the center line of Alternate A-1-A through a central angle of 10°14'20", an arc distance of 170.73 feet to a point on the arc of said curve, said point also being the POINT OF BEGINNING of the herein described parcel. Proceed thence Southwesterly along the arc of said curve through a central angle of 02°03'13", an arc distance of 50.92 feet to the point of tangency of said curve; thence S 51°34'22" W, a distance of 414.07 feet; thence S 51°57'46" E, a distance of 425.74 feet; thence N 70°50'00" E, a distance of 158.49 feet; thence S 00°51'41" W, a distance of 310.11 feet to a point on the existing right-of-way line of State Road Alternate A-1-A as previously described, said point also being on a curve concave to the Northwest, having a radius of 988.37 feet and whose center bears N 41°28'51" W; thence N 41°18'51" W, along said radial line a distance of 100.00 feet to the POINT OF BEGINNING.

Subject to said State Road Alternate A-1-A right-of-way.

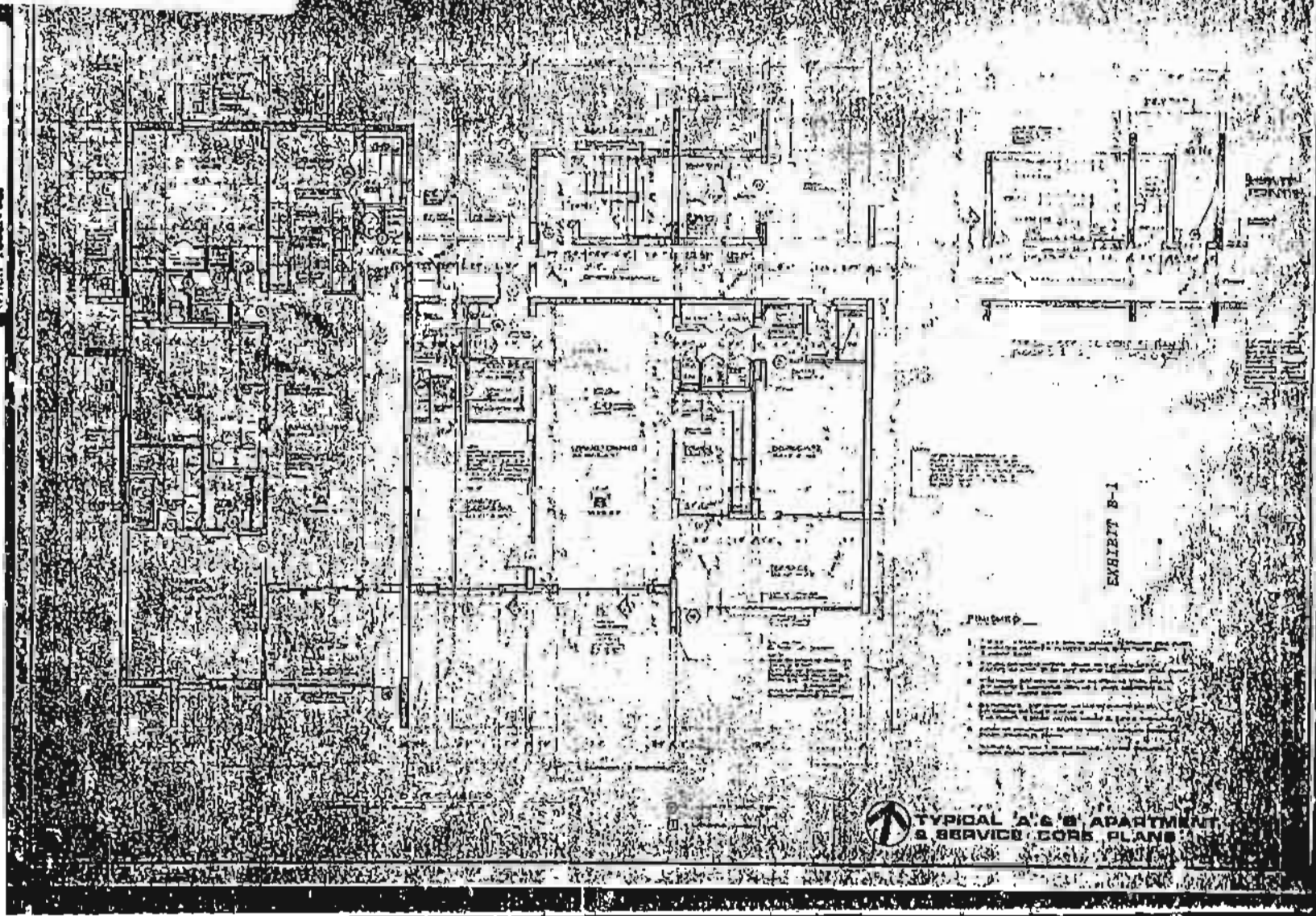
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Exhibit A-4, cont'd.

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JUPITER COVE  
JUPITER, FLORIDA 33406

or replacements required hereunder are performed or accomplished, but such duty shall be by the Association's.

(f) Total Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

(1) With respect to the entire Condominium, that two-thirds (2/3) or more of all apartment units are or have been rendered untenable by casualty loss or damage; and/or,

(2) If two-thirds (2/3) or more of all the apartment units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete Apartment Building within the Condominium, that three-fourths (3/4) or more of the apartment units in such discrete and separate Apartment Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless two-thirds (2/3) of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the receding sentence, should such damage or casualty loss be to less than that degree described in subparagraph 1 above, but with respect to one or more Apartment Buildings be at least that degree with respect to each of such buildings described in subparagraph 2 above, then each Apartment Building experiencing such degree of damage or casualty loss be to less than that degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the unit owners owning units in such

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Apartment Building so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph 1 below, and the Condominium Property shall to the extent provided for in Paragraph 1 below be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of Paragraph 1 below. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3) of the unit owners or, in the appropriate cases, stating that said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (3/4) of the unit owners residing in each of the separate and discrete Apartment Buildings which have experienced the degree of damage mentioned in subparagraph 2 above. Cabana condominium unit owners as well as apartment condominium unit owners shall be entitled to vote for the purposes set forth in this Paragraph F in the appropriate case. Such voting shall be in the proportions set forth in Article VII hereof.

(g) Rights of Mortgagees. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees (as hereinabove defined in subparagraph B) may designate the

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bank, savings and loan association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be reasonably withheld.

(h) Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

(1) Repair and Reconstruction. The provisions of subparagraphs D, E and F to the contrary notwithstanding, each separate and distinct Apartment Building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only Apartment Building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such Apartment Building shall be first used for the reconstruction and repair of that Building, to the extent that the proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that Building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated in subparagraph D above. For the purpose of this subparagraph 1, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements, divided by the sum total of the shares in the common elements attributable to all the condominium units in that Building. The relative proportion thus established with respect to all condominium units in an Apartment Building is hereinafter referred to as the "relative common elements per Building".

2. If under the provisions of subparagraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Apartment Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular Apartment Building which has suffered

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casualty loss and damage and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that Apartment Building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of subparagraph 1 - 1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete Apartment Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may appear in the separate and discrete Apartment Building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that there shall occur to a separate and discrete Apartment Building the degree of damage or destruction described in subparagraph F - 2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in subparagraph F - 1 above, and the Apartment Building suffering such damage or destruction shall have failed to elect to

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be repaired or reconstructed in accordance with the provisions of subparagraph F above, then the Condominium Regime shall be deemed terminated with respect to that Apartment Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraiser, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Apartment Building, as follows:

The total of the relative common elements per building attributable to units in the Apartment Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Apartment Building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said Apartment Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units in the said destroyed or damaged Apartment Building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged Apartment Building, or by such unit owner's mortgagee, providing only that the times for elections set forth in subparagraph F above have fully run, require the Condominium

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to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with Paragraph 15. If the Condominium shall not elect to terminate in accordance with Paragraph 15, then the Condominium Association shall purchase the condominium units in the destroyed or damaged Apartment Building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each such unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Apartment Building so damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

b. The Condominium Association, upon the acquisition of the title to the units and interests of the unit owners in the damaged or destroyed Apartment Building, shall have the option of either:

- (1) Terminating the Condominium Regime with respect to the destroyed or damaged Apartment Building and making the site thereof a common element of the Condominium; or,

(ii) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3) of the condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

c. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Apartment Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged Apartment Building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged Apartment Building among the remaining unit owners in the proportions that their shares of the common elements as set forth in Exhibit No.

hereof bear to one another; such that upon completion of such redistribution one-hundred percent (100%) of the common elements will have been distributed among the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed Apartment Building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed Apartment Building among the remaining units in the proportions of their shares of the common expenses and common surplus as set forth herein in Paragraph 5.7 of this Declaration of Condominium bear to one another, such that upon completion of such redistribution, one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed Apartment Building.

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(f) The Clubhouse Building. For the purpose of this Paragraph 9, the clubhouse building, when constructed and subjected to this Declaration of Condominium, shall in no event be considered an "Apartment Building" and in all events, unless the Condominium Regime be otherwise terminated with respect to the entire Condominium, or in the event that the public authorities shall prohibit and refuse to allow the reconstruction and rebuilding of the clubhouse building, the clubhouse building shall be repaired and reconstructed. Furthermore, in the event that the public authorities shall prevent or prohibit the reconstruction and rebuilding of the clubhouse building and the clubhouse building is rendered untenable by the casualty loss, then the clubhouse building may be removed from the Condominium Regime in accordance with the provisions of Paragraph 1 of this Paragraph 9 to the same extent and with the same effect and in the same manner as if the clubhouse building were an Apartment Building.

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

10.1 Units. Each of the units shall be occupied only by the record owner or owners of the units, their guests, lessees and servants, as a residence and for no other purpose. No unit may be divided or subdivided into smaller units nor any portion sold or otherwise transferred without amending this Declaration to show the changes in the units to be affected.

10.2 Common Elements In order to provide for congenial occupancy of each building, the common elements shall be used only for the purpose for which they are intended in furnishing of services and facilities for the enjoyment of the units.

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10.3 Recreational Facilities. All recreational facilities, including any swimming pool, patio or appurtenant facilities located on the condominium property and all recreational facilities located outside the condominium property, shall be used only for the purposes for which they were intended and shall be subject to the rules and regulations of the Condominium Association.

10.4 Loud Vehicles or Machines. No truck, van, pickup, tractor, recreational vehicle, or loud or noisy vehicle, machine or device shall be used, operated, stored or parked in any unit, parking area, street, or other portion of the condominium property, provided, however, that this provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property.

10.5 Nuisances. No nuisance shall be allowed upon the condominium property or recreational facilities, nor any use or practice that is the source of annoyance to 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 unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.6 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, recreational facilities, 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 property or recreational facilities shall be the same as the responsibility for maintenance and repair of the property concerned.

10.7 Window Colors. No change shall be made in the color of any exterior window or door glass screen. All draperies, curtains, shutters, blinds or other such window or door coverings shall be white or off-white, or shall be lined with a white or off-white material so that all window and door openings shall appear white or off-white from the outside of the building.

10.8 Guests. The owners of units shall be fully responsible for the activities and actions of their guests or visitors and shall take all action necessary or required to insure that all guests and visitors fully comply with the provisions of the Declaration of Condominium and all rules and regulations of the Association.

10.9 Children. The condominium is intended for ownership and use by adults. No apartment or portion of the condominium property or any property operated by the Association shall be occupied or used by children under 14 years of age; provided, however, that such children may make reasonable family visits not exceeding thirty (30) days consecutive duration at any one time or a total of thirty (30) days during any one year.

10.10 Pets. No apartment or portion of the condominium property or any property operated by the Association shall be occupied by any pet animal except dogs not exceeding 24 pounds, cats, tropical fish, or birds in cages. No pet animals shall be allowed outside of an apartment unless leashed or under the direct control and in the presence of the owner thereof. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. The owner of any pet shall be liable for any and all damage caused by such animal to any part of the condominium property or any property owned by the Association. In no event shall any pet be allowed at or upon any recreational facilities operated by the Association.

10.11 Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy

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is only by the lessee and his family, its servants and guests. No rooms may be rented and no transient tenants may be accommodated.

10.12 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium and additional phase condominiums, neither unit owners nor the Association nor the users of the condominium property shall interfere with the completion of the contemplated improvements and the sale, including, but not limited to, maintenance of a sales office, the showing of property, and the display of signs.

10.13 Rules and Regulations. Initial rules and regulations governing the use of condominium units and common elements appear in Paragraph 9 of the By-Laws of the Association and may be amended as specified therein. All such rules and regulations are enforceable in the manner specified in this Declaration and Chapter 718 of the Florida Statutes.

11. MAINTENANCE OF COMMUNITY INTEREST. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists, which provisions each unit owner covenants to observe:

11.1 Transfers Subject to Approval.

(a) Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except to an existing unit owner.

(b) Lease. No unit owner may dispose of a unit or any interest in a unit by lease without approval of the Association except to an existing unit owner.

(c) Gift. If any unit owner shall acquire title by gift, the continuance of ownership of the unit shall be subject to the approval of the Association.

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(d) Devise or Inheritance. If any unit owner shall acquire title by devise or inheritance, the continuance of ownership of the unit shall be subject to the approval of the Association.

(e) Other Transfers. If any unit owner shall acquire title by any other form of transfer, the continuance of ownership of the unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association is required for the transfer of ownership of units and shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. Such notice shall be in writing and shall be mailed to the Association by registered or certified mail.

(2) Lease. The unit owner intending to make a bona fide lease of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers. A unit owner who has obtained title by gift, devise or inher-

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itance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title. Notice shall be given in the manner set forth in Paragraph (1) above.

(4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the transaction is disapproved, the Association need not comply with the procedures set forth in Paragraph 12.4 hereof.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice-President and Secretary or an Assistant Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receiving the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable

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form, which, at the election of the Association, shall be delivered to the lessee or shall be delivered in the Public Records of Palm Beach County, Florida, at the expense of lessee.

(3) Gift, Devise or Inheritance; Other Transfers.

If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President or Vice-President and Secretary or Assistant Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned on requiring that all persons occupying the unit be approved by the Association.

(d) Expense of Approval. The Association may by resolution of the Board of Administration establish from time to time reasonable charges to be paid by those parties seeking approval required by Paragraph 11 hereof. Such reasonable charges shall be in an amount permitted by law and reasonably necessary to reimburse the Association for costs and expenses incurred in connection with the investigation of the request and the preparation of documents reflecting such approval.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a unit after receiving the

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requisite notice thereof, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if notice of sale given by the unit owner shall so demand, then within sixty (60) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) At the option of the purchaser to be stated in writing in the agreement, the price to be paid shall be then stated in the disapproved contract to sell, or shall be the fair market value 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 the average of their appraisals of the unit; 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.

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

(3) The sale shall be closed within sixty (60) days after the delivery or mailing of the agreement to purchase or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

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(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made.

(c) Gifts, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within sixty (60) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price 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; 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.

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

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

(4) A certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at the expense of the unit owner.

11.4 Mortgage. No unit owner may mortgage his unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendee to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the said unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale

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or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

12.1 Negligence. A unit 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. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

12.2 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of this Declaration; the Articles of Incorporation of the Association; the By-Laws of the Association; any exhibit to this

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Declaration; or any rules or regulations adopted pursuant to any of the foregoing, and all other such documents, rules 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 attorney's fees as may be awarded by the Court including fees on appeal.

12.3 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the regulations shall not constitute a waiver of the right to do so thereafter.

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

13.1 Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Administrators and members not present in person or by written proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than a majority of the Board of Administration and by the owners of not less than three-fourths (3/4) of the units, or

(b) Until the first election of the Board of Administration, only by all of the Administrators.

13.2 Proviso. Provided, however, except as elsewhere in this Declaration provided, no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent in writing. No

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amendment may make any change in the section entitled "Insurance" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment shall be made to this Declaration or any exhibit hereto which abridges, limits, or lessens the rights or prerogatives of the Developer without the written joinder of Developer.

13.3 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.

14. TERMINATION. The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act.

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

14.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of units, and all record owners of mortgages on units. If the proposed termination is approved by the owners of not less than three-fourths (3/4) of the units and all of the record owners of all mortgages upon the units, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the written notice to such owners. Such approval 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:

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

(b) Price. The sale price for each unit 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 (2) arbitrators appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

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

14.3 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 the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

14.4 Shares of Owners After Termination. After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association attributable to the condominium as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's units prior to the termination.

15. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit owners or the Condominium Association's members.

16. RESTRICTION ON AMENDMENTS. No provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last condominium unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate Developer.

17. DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES.

17.1 The provisions of this Declaration respecting sale, transfer and lease of condominium parcels shall not be applicable to the Developer who is submitting the Condominium Property to the condominium form of ownership. The Developer has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use



restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units including but not limited to the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold parcels the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever and the provisions of this Declaration restricting such action shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association.

17.2 So long as the Developer holds any units for sale in the ordinary course of business none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

- (1) Assessment of the Developer as a unit owner for capital improvements; and
- (2) Any action by the Association that would be detrimental to the sale of units by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of units for the purpose of this Paragraph.

17.3 The provisions of this Declaration to the contrary notwithstanding, the Developer may retain and use as sale offices, promotion and developmental offices and models any units, common elements and limited common elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and other Condominium Documents

or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Condominium Association or any of the unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

17.4 This Article shall not be amended without the written consent of the Developer.

18. PROVISIONS RE TAXATION. The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including common elements, limited common elements and the condominium units. In such case, the tax will be apportioned against each parcel according to the schedule of ownership of common elements contained in Exhibit No. hereto and otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel it shall be treated as a common expense in accordance with the provisions of this Section 18.

19. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, word or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and regulations of the Association shall not affect the validity of the remaining portions.

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

Signed, sealed and delivered  
in the presence of:

Elaine Robert

Marilyn Burt

JUPITER COVE, a joint venture  
by and between:

JUPITER COVE PROPERTIES, INC.

By:

[Signature]  
President

Corporate Seal

and

ATLANTIC TRADING COMPANY

By:

[Signature]  
President

Corporate Seal

STATE OF FLORIDA

ss:

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, personally appeared  
before me, an officer duly authorized in the County and State  
aforesaid to take acknowledgements, VINCENT J. PAPPALARDO  
as President of JUPITER COVE PROPERTIES, INC., and E. LEWYD  
ECCELESTONE, JR., as President of ATLANTIC TRADING COMPANY,  
both Florida corporations, to me known to be the individuals  
described in and who executed the foregoing instrument; and  
they acknowledged the execution thereof to be their free act  
and deed as such officer and that the official seal of the said  
corporations are duly affixed thereto, and that said instrument  
is the act and deed of each corporation.

WITNESS my hand and official seal this 12th day of December,  
1979



Donna H. Crandall  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 27, 1981  
DONOR TINA GERRARD, INC. DUNELAND, NJ

CONSENT OF MORTGAGEE

BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, a national banking association, herein called the Mortgagee, as the owner and holder of a mortgage encumbering the property described in the aforesaid Declaration of Condominium, which mortgage is recorded in Official Record Book 2970, page 152, Public Records of Palm Beach County, Florida, hereby consents in the making of the foregoing Declaration of JUPITER COVE Condominium; and the Mortgagee agrees that the lien of its mortgage shall be upon all of the apartment units of JUPITER COVE Condominium, according to the Declaration of Condominium, together with all other appurtenances to said units, including, but not limited to, all of the undivided shares in the common elements.

Signed, sealed and delivered  
in the presence of:

Nancy O. Warner  
Spencer Grotzky

BOCA RATON FEDERAL SAVINGS AND  
LOAN ASSOCIATION

BY Arthur G. Martell  
Vice President

Attest Theresa M. Fleming  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, Arthur G. Martell and Theresa M. Fleming, respectively Vice President and Assistant Secretary of BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, a national banking association, to me known to be the individuals and officers of said association described in and who executed the foregoing instrument; and they severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, that the official seal of said association is duly affixed thereto, and that said instrument is the act and deed of said corporation.

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2. DEFINITIONS. The terms used in this Declaration and in its Exhibits shall have the meanings stated in the Condominium Act (§718.103 F.S.) and as follows, unless the context otherwise requires.

2.1 Assessment means share of the funds received for the payment of common expenses which, from time to time, are assessed against the Unit Owner in accordance with the By-Laws of the Association.

2.2 Association means JUPITER COVE CONDOMINIUM ASSOCIATION, INC., which entity shall be responsible for the operation of this Condominium and any other condominium constructed on lands contiguous to the lands.

2.3 Board of Administration means Board of Directors or other representative body responsible for the administration of the Association.

2.4 By-Laws means the By-Laws of the Association as said By-Laws exist from time to time.

2.5 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 the items stated in the Condominium Act, and all those areas of "the lands" not included in the unit.

(a) Common elements shall also include the following:

(i) the land upon which the improvements described herein are located and any other land included in the condominium property, whether or not contiguous.

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(ii) easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

(iii) an easement of support in every portion of a unit which contributes to the support of the building.

(iv) installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(v) the property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

2.6 Common expenses include:

(a) expense of administration;

(b) expense of maintenance; operation, repair or replacement of the common elements to be maintained by the Association of this condominium and any other condominium governed by the Association.

(c) expenses declared common expenses by the provisions of this Declaration or the By-Laws or declared by the Association to be a common expense.

(d) any valid charge against the condominium property as a whole.

2.7 Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over amount of common expenses.

2.8 Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.



2.9 Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(a) Each condominium parcel is deemed a separate parcel of real property, the ownership of which is in fee simple.

(b) There shall pass with each unit as appurtenances thereto:

- (i) An undivided share in the common elements.
- (ii) The exclusive right to use such portion of the common elements as provided by this Declaration.
- (iii) An exclusive easement for the use of the air space occupied by a unit as it exists at any particular time and as a unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (iv) An undivided share in the common surplus.
- (v) Such other appurtenances as may be provided herein.

(c) The owner of a unit is entitled to the exclusive possession of such unit. The owner shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

2.10 Condominium property means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

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2.11 Declaration, or Declaration of Condominium means this document.

2.12 Developer means JUPITER COVE, a joint venture by and between JUPITER COVE PROPERTIES, INC., and ATLANTIC TRADING COMPANY, both Florida corporations, the entities which created this condominium and which offers condominium parcels within the condominium owned by it for sale or lease in the ordinary course of business. The term, Developer, shall not include owners or lessees of units in the condominium who offer the units for sale or lease or their leasehold interest for assignment, when they have acquired or leased said units for their own occupancy.

2.13 Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

2.14 Operation or operation of the condominium means and includes the administration and management of the condominium property.

2.15 Unit means a part of the condominium property which is to be subject to private ownership. The terms, unit, condominium parcel, apartment and house are used interchangeably in this document.

2.16 Unit Owner or Owner of a Unit means the Owner of a condominium parcel.

2.17 Manager; Refers to any person, corporation, organization or partnership which may contract with the Association to manage and maintain the condominium, according to a Management Agreement, except that the Manager shall not, at any time, be deemed to have the authority or power to divest from the Association to a material or substantial degree the power and privilege granted the Association by the Florida Statutes, as presently written or as amended from time to time to operate the condominium.

2.18 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.

2.19 Condominium Buildings and/or Unit Building: The terms "Condominium Building" and "Unit Building" are used interchangeably in this Declaration and the Exhibits attached hereto and by reference made a part hereof, and said terms refer specifically to the buildings shown on the Survey attached hereto as Exhibit A.

2.20 Utility Services: As used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration, Articles and By-Laws, shall include only electrical power, water and garbage, trash, sewage disposal, telephone and cable television.

### 3. DEVELOPMENT PLAN

3.1 Sharing by Unit Owner. The Association will have charge of the operation, management and maintenance of the condominium. The common elements, common expenses, and common surplus of the condominium will be shared proportionately by the unit owners. The proportionate share of the common elements, common expenses, and common surplus of each Unit Owner shall be 1/42.

Provided, however, as additional phases are added in accordance with Section 5 hereof, proportionate shares will be recomputed and altered in accordance with Section 5.7 hereof.

3.2 Survey. A survey of the Condominium land is attached hereto as Exhibit A.

3.3 Plans. The improvements on the Condominium land are constructed substantially in accordance with the plans and specifications prepared by Schwab & Twitty, Inc.

(hereinafter called "Architect"), Comm. No C 318A, a portion of which plans are attached as the following Exhibits for the purpose of graphically describing all improvements identifying common elements and the floor plans and approximate locations and dimensions of the units and the buildings and other improvements.

Typical Floor Plan	B-1
Roof Plan	B-2
Typical A & B Apartment Plans & Service Core Plans	B-3
Elevations	B-4 & B-5
Wall Sections	B-6 -- B-8
Schedules & Miscellaneous Details	B-10
Foundation Plan	B-11
Typical Floor Framing Plan	B-12 & B-13
Roof Framing Plan	B-14 & B-15
Finished Walls Details	B-16
Beam Schedule	B-17
Column & Wall Schedule	B-18 & B-19
Air Conditioning Plans	B-20
Drainage, Plumbing & Fire Protection Plans	B-21 -- B-24
Electrical Plans	B-25 -- B-33
Street Lighting Plan	B-34

#### 3.4 Amendment of Plans.

(a) Alteration of Plans. Developer reserves the right to change the interior design and arrangement of all units and to alter the common boundaries and common walls between units so long as Developer owns the units so altered. No such change or alteration shall increase the number of units or alter the boundaries of the common elements without amendment of this Declaration based upon approval of the Association, Unit Owners and holders of applicable mortgages in the manner elsewhere provided. Provided, however, that Developer shall be entitled

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to amend this Declaration to add additional phases as provided herein and in accordance with §718.403 of the Florida Statutes.

If Developer 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 Developer shall apportion between the Units the shares in the common elements appurtenant to the Units concerned.

(b) Amendment of Declaration. An Amendment of this Declaration reflecting such authorized alteration of Unit Plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners or lienors or mortgagees of units (except a construction mortgage lender whose approval in advance in writing shall be required) or of the condominium, whether or not elsewhere required for an amendment.

3.5 Easements. Each of the following easements is hereby reserved to the Developer, its grantees, successors and assigns, and is a covenant running with the land of the condominium.

(a) Utility Easements, as may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than the condominium property) previously, now or hereafter, owned by the Developer which are adjacent to or in the vicinity of the condominium property; PROVIDED, HOWEVER, easements through a unit shall be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress Easements, for pedestrian traffic over, through and across sidewalks, paths, walks, lanes, and common elements as the same from time to time may exist; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended

for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties, to whom the easements were originally granted, the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf for the purpose of creating such easement.

(c) Easements for Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element, or upon any other unit by reason of original construction or by the non-purposeful or non-negligent act of any Unit Owner or Owners, or agents of such Owner or Owners, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall actually exist. In the event that any portion of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall actually exist.

### 3.6 Improvements - General Description

(a) Buildings. JUPITER COVE consists of four (4) six-story buildings. The initial phase building is designated as Building C.

(b) Units. The condominium will contain Unit Type A and Unit Type B. Unit Type A contains two (2) bedrooms/den and two (2) baths. There are eighteen (18) A-Type units in Building C. Unit Type B contains two (2) bedrooms and two (2) bathrooms.

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There are twenty-four (24) B Type units in Building C. The

Units are the following types:

<u>TYPE A</u>	<u>TYPE B</u>
101	102
201	202
301	302
401	402
501	502
601	602
105	103
205	203
305	303
405	403
505	503
605	603
107	104
207	204
307	304
407	404
507	504
607	604
	106
	206
	306
	406
	506
	606

(c) Commonly Used Facilities. The Condominium includes ground level parking areas for automobiles; roads for ingress and egress; various gardens, and landscaping; and other facilities which are part of the common elements; and shall include, without limitation, any interest in any real or personal prop-

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erty acquired by demise, grant or otherwise.

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

(a) Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within an apartment constitute part of the common elements up to the unpainted finished surface of said walls.

3.8 Common Elements. The common elements include the land and all other parts of the Condominium not within the units and include, but are not limited to, the following items as to which the Association shall have the powers indicated:

(a) Automobile Parking Areas and Streets. The Association shall regulate, maintain, control and have full authority with respect to the use of all parking areas and roads and streets.

Parking spaces are of two types. One type of parking is located under shelter and is sometimes referred to herein as "covered parking". The other type of parking is located in exterior areas which are not covered or enclosed and they are sometimes referred to herein as "outdoor parking". The term "parking spaces" as generally used herein refers to both types and locations of parking spaces to the units to which they are appurtenant. The Developers, at time of conveyance of a unit, will designate the covered or outdoor parking space which is appurtenant to a unit. Maintenance and upkeep of all parking spaces will be the responsibility of the Association.

(b) Balconies. The balconies, terraces or porches abutting each apartment unit are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Maintenance and upkeep of each balcony, terrace or porch shall be the exclusive

responsibility of the unit owner or owners to which that balcony, terrace or porch shall be appurtenant. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

(c) Ownership of Inner Surfaces. The Unit Owners shall be deemed to own all surfaces within boundaries described by paragraph 3.7, but shall not be deemed to own any portions of those items defined as common elements or limited common elements herein or by the Condominium Act.

(d) Limited Common Elements. Limited common elements shall include the balconies, lanais, porches, terraces and parking spaces. Parking spaces are numbered 101 through 607 inclusive and are identified on Exhibit No. A-1. The numbered parking spaces shall constitute limited common elements to the units to which they may be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer or Condominium Association may assign the parking spaces not assigned to units herein in this Condominium to the various units and may record among the Public Records of Palm Beach County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation with respect to any condominium unit such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. The Developer and Condominium Association

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in assigning from time to time the various parking spaces to the condominium units shall nevertheless be required to assign, or reserve until assigning, one (1) parking spaces to or for each condominium apartment unit in the Condominium. Combined units (apartments composed of more than one condominium unit as elsewhere mentioned or provided for in this Declaration) shall be entitled to the total number of parking spaces as they would be entitled to if such units were not combined. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not assigned, be deemed common elements. All parking spaces not numbered in accordance with Exhibit A-1 are not limited common elements, but are a part of the common elements for use by unit owners, their guests and lessees on a first-come, first-served basis. Parking spaces so designated common elements may with approval of a majority of the whole number of unit owners, be designated by the Condominium Association as limited common elements to one or more units, providing that such designation is executed with the formalities required of deeds by the authorized officers of the Condominium Association and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit members (members of the Condominium Association) called at least in part for that purpose or obtained in writing and on file with the Condominium Association, either of which procedure shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Palm Beach County, Florida, the subject of parking space or spaces shall become limited common elements to

the unit or units to which they have been so assigned to the same effect and with the same results as if such designation had been made herein. In lieu of the procedure set forth above for the designation of record of parking spaces as limited common elements, the Developer and/or the Condominium Association may assign specific parking spaces (the required number per unit) to the units without recording such assignment and in such case the use of such parking spaces shall be restricted to the unit owner or owners to which the space is so assigned.

In any case, each unit shall have assigned or attributable to it not less than the number of parking spaces as required by the foregoing provisions.

4. UNITS. The forty-two (42) units of this condominium are described more particularly and the rights and obligations of their Owner are established as follows:

4.1 Appurtenances to Unit. Each condominium parcel is a separate parcel of real property recognized by law and shall be comprised of a unit, together with the following appurtenances:

(a) Common Elements and Common Surplus. An undivided share in the land and other common elements and in the common surplus which is appurtenant to each unit and inseparable therefrom as set forth in Paragraph 3.1 hereof. The right to share in the common elements and common surplus does not include the right to withdraw or to require payment or distribution thereof, except upon termination and dissolution of the condominium.

(b) Air Space. An exclusive easement for the use of air space 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, which easement shall be terminated automatically in any air space which is permanently vacated.

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(c) Association Membership. Membership in the Association and an undivided share in the common surplus of the Association,

4.2 Identification of Units. Each Unit is identified by separate number as set forth herein and in Exhibit B attached hereto and made a part hereof by reference.

4.3 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses, such share being the same as set forth and calculated in Paragraph 3.1 hereof.

4.4 Restraint Upon Separation.

4.5 The undivided share in the common elements which are appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.

(b) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(c) The shares in the common elements appurtenant to the units shall remain undivided and no action for partition of the common elements shall lie.

5. DESCRIPTION OF PHASING REQUIRED BY FLORIDA STATUTE §718.403. The land and improvements being submitted to the condominium form of ownership by this Declaration of Condominium are the initial phase of a phase condominium containing a total of four (4) phases.

5.1 Anticipated Phases. The plot plan attached hereto as Exhibit A-2 indicates that there are a total of four (4) buildings planned in JUPITER COVE. Each of the three (3) unit buildings is a single phase. The Recreation facility is a single phase. Paragraph 5.3 indicates the phase number for each unit building and the recreation facility, and, therefore, indicates the sequence in

which the phases will be built. Each building contains the number of units designated in Paragraph 5.3 with a total of 138 units when all phases are constructed.

5.2 Impact of Additional Phases on Initial Phase. If and when all phases are completed, the condominium will contain 138 units. The initial phase contains 42 units. Therefore, completion of all phases will increase the number of units using all common areas and recreation facilities. However, as each phase is completed and added, the total number of unit owners paying for maintenance of all the common areas and recreation facilities will increase.

5.3 Completion Dates Each phase will be completed on or before the dates specified hereafter:

<u>Phase</u>	<u>Building</u>	<u>Units</u>	<u>Completion Date</u>
Initial Phase	C	42	November, 1979
Phase II	Recreation facility	0	December, 1979
Phase III	B	48	November, 1980
Phase IV	A	48	November, 1981

5.4 Description of Entire Lands to be Submitted. Upon completion of all phases in JUPITER COVE the property hereafter described will be submitted to the Condominium form of ownership; See Exhibit A-3 attached hereto.

5.5 Descriptions of Each Phase. Attached hereto as Exhibit A-4 is a schedule of the phases of JUPITER COVE with the legal description of each phase shown thereon.

5.6 The Total Number and General Size of Each Unit. If all phases are completed, the total number of additional units will be 96. The total number of additional apartment buildings will be two (2). The size of each unit in the initial phase can be ascertained from the floor plans attached hereto as Exhibit B. When all phases are completed there will be 96 two (2) bedroom and two (2) bath units with size dimensions the same as the two (2) bedroom and two (2) bath units in the initial phase. When all

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phases are completed there will be a total of 42 two (2) bedroom/den and two (2) bath units with size dimensions the same as the two (2) bedroom/den and two (2) bath unit in the initial phase.

5.7 Proportionate Share of Common Ownership, Expense, and Surplus. All units will have the same proportionate share of common ownership, expense and surplus. As each phase is added, the proportionate share of each unit will be automatically adjusted and the proportionate share then assigned each unit will be a fraction which has as its numerator the number 1 and which has as its denominator the number of total units in JUPITER COVE.

5.8 Recreation Facilities. Phase I on the plot plan is the recreation facility which will be a part of the common elements of JUPITER COVE and will be for the exclusive use of the unit owners in JUPITER COVE. The facility will be constructed even if additional phases are not constructed. The recreation facility will be encumbered by a first mortgage which will be paid by the Condominium Association in equal monthly installments. The cost of servicing the mortgage will be a common expense and a part of assessments levied against units. The Developer will supply personal property for the recreation facility with wholesale value of \$9,000.00. All such personal property will become part of common elements.

5.9 Association Ownership and Voting Rights. Each unit owner is entitled to one vote in the affairs of the Association and each unit owner has an undivided ownership interest in Association property equal to a fraction the numerator of which is (1) and the denominator of which is the total number of units in JUPITER COVE. As phases are added, the number of members in the Association will increase to be equal to the number of units in JUPITER COVE, and each owner will continue to have one vote.

5.10 Ownership of Common Elements if All Phases Are Not Built. If any phases are not completed and submitted to this

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Declaration of Condominium, the common elements of this condominium will be those items of real and personal property defined in paragraph 2.5 hereof which are submitted to this Declaration of Condominium and the unit owners will own 100% of such common elements as each unit owner will own an undivided interest in such common elements equal to the proportionate share assigned to that unit computed in accordance with paragraph 5.7 hereof. If any of the phases described in Exhibit A-2 and A-3 are not completed and submitted to this Declaration of Condominium, the unit owners or the Association will have no ownership interest in any real or personal property contained within any phase not so completed and submitted.

5.11 Amendment. Any amendment required to add additional phases and to submit additional phases to this Declaration of Condominium will be valid if executed by Developer. Consent to such amendment by unit owners or the Association will not be required. A form of the amendment to be used to submit additional phases to this Declaration is attached hereto as Exhibit C.

6. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

6.1 Units.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

- (1) all portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portion shall include but not be limited to the outside wall of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs exclusive

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of finished surfaces and plaster, loadbearing columns and loadbearing walls;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and

(3) all incidental damage caused by an apartment by such work shall be repaired promptly at the expense of the Association.

(4) Provided that the Association shall have the authority to require apartment owners, at their expense, to maintain, repair and replace screens and glass for windows and glass doors within their respective apartments, except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

b. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense, all portions of his apartment except the portions of his apartment to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) Portions of an apartment to be maintained, repaired and replaced by the apartment owner at his expense, shall include, but not be limited to the following items: service equipment, such as dishwasher, laundry, refrigerator, air conditioning and heating, oven and stove, disposal and trash compactor,

whether or not these items are built-in equipment; interior fixtures, such as electrical and plumbing fixtures; floor coverings, except for floor slab and inside paint and other inside wall finishes.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. Balconies and porches that are not closed against the weather shall be included in this restriction.

(4) To keep all floors in his apartment, except bathrooms, kitchens, foyers and balconies covered with wall-to-wall carpeting or other floor covering that will not transmit sound.

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

c. Alteration and Improvement. Except on the express conditions hereinafter set forth, neither an apartment owner nor the Association shall make or cause to be made any change or alteration of any portion of the exterior of the apartment building or do anything that would jeopardize the safety or soundness of the apartment building or impair any easement. This prohibition shall include, without limitation, painting or otherwise decorating or changing the appearance of any portion of the exterior of the apartment building or any balcony or porch; change in style, the change in color of any exterior aluminium or metal portion of the building; the enclosure of any porch or terrace by any screen other than the originally-installed screen, or by any awning, glass windows, glass doors, shutters or other means; the installation of any radio, telephone or television antennas wire or cable, or any other addition to the building or any part thereof, which could be viewed from

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any location outside the building. Any change, alteration, addition or deletion described above may be made only after obtaining in writing the following approvals in the following order:

- (1) Not less than 80% of the Directors of the Condominium Association at a meeting called for that purpose; and
- (2) Not less than 80% of the owners of all of the condominium apartments governed by the Association at a meeting called for that purpose; and
- (3) The approval of the Developer, if the Developer is the owner of any condominium apartment in the JUPITER COVE Development.

In the event of any improper or unauthorized change, addition, alteration or deletion as prohibited hereinabove, either the Developer or the Association may enter upon the premises and remove the same at the apartment owner's expense. The Developer and/or the Association shall have a lien upon such apartment for all costs of removal, replacement, or repair and for any and all Court costs and attorneys' fees incurred in connection therewith or the collection of any sum due. No such removal shall take place unless and until five (5) days' notice thereof shall have been given to the apartment owner by mailing to such owner at the address of the apartment, written notice and demand that the owner remove the offending addition or alteration and restore the premises to their original condition within said five (5) day period.

#### 6.2 Common elements.

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

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of the improvements included in the common elements of this condominium contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting said common elements, except in the manner and on the conditions set forth in Paragraph 6.1(c) of this Declaration of Condominium. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his 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 owner, 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. 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.

6.3. Limited Common Elements.

(a) By the Association. All limited common elements ~~but~~ <sup>(except for</sup> balconies, porches and lanais will be maintained by the Association.

(b) Alteration and Improvement. After the completion of the improvements included or to be included in the limited common elements contemplated by Paragraph 3.8(d) of this Declaration, there shall be no alteration nor further improvement of the real property constituting the limited common elements except in the manner and on the conditions set forth in Paragraph 6.1(c) of this Declaration. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent.

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7. ASSESSMENTS. The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

7.1 Share of Common Expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such share being the same as the undivided share in the common elements appurtenant to the apartments owned by him, as said shares are calculated in Paragraph 3.1 hereof and adjusted in accordance with Paragraph 5.7 hereof.

7.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) 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 percent per annum from the date when due until paid. All payment upon account shall be first applied to interest and then to the assessment payment first due.

7.3 Lien for Assessments. The lien for unpaid assessments (as established by Florida Statute Chapter 718) shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien including fees on appeal.

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

7.5 First Mortgagee not Liable for Delinquent Assessments. Where the mortgagee of the first mortgage of record, or other purchaser of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, such mortgagee or purchaser shall not be liable for the share of common

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expenses or assessments by the Association pertaining to such condominium parcel which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including a successor or assign of the mortgagee or purchaser. The waiver of liability granted herein for the payment of past due assessments shall in no event apply to a Unit Owner who holds a foreclosure upon a purchase money mortgage.

7.6 Each Owner Pays Assessments. Except as provided for in Paragraph 7.5 above, and in this paragraph, no Unit Owner may be excused from the payment of his proportionate share of the common expenses unless all units are likewise proportionately excused from such payment, except in the following cases:

(a) No Action Detrimental to Developer During Sales Period. If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

- (1) Assessment of the Developer as a Unit Owner for capital improvements;
- (2) Any action by the Association that would be detrimental to the sales of units by the Developer; PROVIDED, HOWEVER, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

8. ASSOCIATION. The operation of this condominium shall be by JUPITER COVE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill

its function pursuant to the following provisions:

8.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D.

8.2 By-Laws. The By-Laws of the Association shall be the By-Laws of this Condominium, a copy of which is attached hereto as Exhibit E.

8.3 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

8.4 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, such decision shall be expressed by the same person who would cast the vote for such unit at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

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

9.1 Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth herein. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of The Condominium Act, the liability of a unit owner

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for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements, but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the unit owner against all liabilities of damage to persons and property whether occurring within or without a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

9.2 Provisions for Casualty Insurance, Payment of Proceeds, Reconstruction, Insurance Trustee.

(a) Purchase of Insurance. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association constituting part of the common

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elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

(b) Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Palm Beach County, Florida designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first

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mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

(c) Payment of Premiums, Trustee's Expenses and Collection.

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

(d) Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements.

(e) Determination of Damage and Use of Proceeds. Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged

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property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth herein and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth herein, except as provided in subparagraph 1 below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction