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DECLARATION OF CONDOMINIUM
FOR
FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

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OF
FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM

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EXHIBITS.

- 1 Survey, Plot Plan, Floor Plan and Graphic Description
- 2 Percent of Ownership of Common Elements and Common Surplus and Shares in Common Expenses
- 3 Articles of Incorporation of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC.
- 4 Bylaws of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC.
- 5 Voting Rights of Members of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC.
- 6 Right of Owners to Elect Directors

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**DECLARATION OF CONDOMINIUM
OF
FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made and executed this 8th day of August, 1986, by TENTH AVENUE DEVELOPMENT ASSOCIATES, a general partnership organized under the laws of the State of Florida (the "Developer"), for itself, its successors and assigns.

ARTICLE I

Establishment of Condominium

Developer, the fee simple owner of the "Land", as hereafter defined, with the improvements thereon, hereby submits the "Condominium Property", as hereafter defined, to condominium ownership in accordance with Florida Statutes Chapter 718, as it may be amended from time to time.

ARTICLE 2

Name of Condominium

The name by which the Condominium Property is to be identified is: FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM.

ARTICLE 3

The Land

The legal description of the Land submitted to the condominium form of ownership by this instrument is as follows:

A parcel of land lying in Section 24, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, being more fully described as follows:

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Commence at the Northeast Corner of Section 24; thence with a bearing of due South, along the Eastern Boundary of said Section, 514.48 feet to a point; thence due West, 30.0 feet to a point; thence N. 88° 18' 20" W., 280.01 feet to the POINT OF BEGINNING of the herein described parcel; thence due South, 407.10 feet to a point in the Northerly Boundary of that certain parcel of land conveyed to Klingshirn Corporation of Florida Inc. by O. R. 2067, P. 1079; thence N. 88° 18' 20" W., along said North Boundary, 147.99 feet to a point; thence due North, 407.10 feet to a point; thence S. 88° 18' 20" E., 147.99 feet to the POINT OF BEGINNING. Containing 1.379 Acres of Land.

ARTICLE 4

Definitions

As used herein or elsewhere in the Condominium Documents (as that term is defined in this Article), unless otherwise provided, the terms used shall be defined as herein provided. All other definitions contained in Chapter 718, Florida Statutes, are hereby incorporated by reference.

A. "Approved Mortgagee" means a commercial bank, savings bank, life insurance company, real estate or mortgage investment trust, mortgage company, bank holding company, trust company, insurance company, the Developer, an agency of the United States government, private or public pension fund, savings and loan association, a holder of a mortgage granted to the seller of a Unit, or the successors or assigns of the foregoing. An Approved Mortgagee may hold not only a first mortgage but a subordinate mortgage.

B. "Articles of Incorporation" means the Articles of Incorporation attached hereto as Exhibit 3 and any filed amendments thereto of the Association.

C. "Assessment" means a share of the funds which are required for the payment of common expenses, which from time to time are assessed against the Unit Owner.

D. "Association" means the corporate entity which is responsible for the operation of the Condominium.

E. "Board" or "Board of Directors" means the Board of Directors of the Association.

F. "Building" means a two story building to be located on the Land and containing Units.

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G. "Bylaws" means the Bylaws attached hereto as Exhibit 4 and adopted by the Association and any duly adopted amendments thereto.

H. "Common Elements" means the portion of the Condominium Property not included in the Units, and all property, installations and easements described in Section 718.108 of the Condominium Act.

I. "Common Expenses" means those expenses for which all Unit Owners are liable to the Association, including, but not limited to, expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of Common Elements; and such other expenses as may be declared Common Expenses either by this Declaration, by the Condominium Act or by the management of the Association.

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

K. "Condominium Documents" means this Declaration and attachments, together with the Articles of Incorporation and Bylaws of the Association, the Rules, and any document or instrument referred to or contemplated by the foregoing documents.

L. "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

M. "Condominium Property" means the Land and personal property in this Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

N. "Land" means the land particularly described in Article 3 of this Declaration.

O. "Limited Common Elements" means those Common Elements, if any, which are reserved for the use of a certain Unit or Units to the exclusion of the other Units.

P. "Owner, "Unit Owner" or "Owner of the Unit" means the owner of a Condominium Parcel or Unit in fee simple.

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Q. "Rules" means any rules or regulations duly promulgated by the Association pursuant to its powers under any of the Condominium Documents.

R. "Utility Services" includes, but is not limited to, electric power, gas, water, telephone, sewer, drainage, television communication and garbage and sewer disposal.

ARTICLE 5

Description of Improvements and Unit Identification

Annexed hereto and expressly made a part hereof as Exhibit 1 consisting of four (4) sheets, is a survey (the "Survey") of the Land which shows all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof that identifies the two story Building, each Unit and the Common Elements, and their relative locations and approximate dimensions.

ARTICLE 6

Buildings, Units and Common Elements

The Condominium Property consists of one (1) two story Building containing a total of seven (7) individual Units and the Common Elements. Each Unit is identified by a specific number on said Exhibit 1 and no Unit bears the same designation as any other unit. Each Unit consists of improvements and air space only. No part of the Land is included in any Unit. No Unit may be subdivided and no action for partition of a Unit shall lie. The Condominium Property also includes improvements other than the Building, consisting of the outside parking areas, walkways, landscaping and all underground structures and improvements which are not part of or located within the Building, and which are not elsewhere herein reserved to and/or retained by the Developer, such as wires, drains, pipes, ducts, conduits, valves and fittings.

6.1 Unit Boundaries. Each Unit shall include such portions of the Building that lie within the boundaries of a Unit, which boundaries are as follows:

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(a) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries:

(i) The upper boundary of a Unit shall be the horizontal plane a certain number of feet above the lower boundary of the Unit extended to the vertical boundaries of the Unit, which number of feet shall be set forth for each Unit in the Survey.

(ii) The lower boundary of a Unit shall be the horizontal plane of the upper surface of the unfinished floor slab of the Unit extended to the vertical boundaries of the Unit.

(b) Vertical Boundaries.

(i) The vertical boundaries of a Unit shall be the vertical planes of the unfinished interior surface of the walls bounding the Unit extended horizontally to intersect with other vertical boundaries of the Unit, and extended vertically to the upper and lower boundaries of the Unit.

(ii) Where there is a aperture in any vertical boundary, including but not limited to windows or doors, the vertical boundary shall be extended at such places, so that the vertical boundary at such places shall be coincident with the unfinished surface surrounding the aperture, and the Unit shall include the framework of the aperture, if any, and any glass, windows, glass sliding doors, entrance or exit doors, or any frames and casings thereto, within said aperture.

(iii) Where a Unit vertical boundary at any place, as indicated in the Survey, is solely air space, the vertical boundary of the Unit at such place shall be the vertical plane lying on said boundary indicated on the Survey, extended horizontally to intersect with other vertical boundaries of the Unit, and extended vertically to the upper and lower boundaries of the Unit.

(c) Exclusion from Units. Not included in the Units are:

(i) All pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a Unit for the

furnishing of utility services, heating, cooling or ventilation to Units, Common Elements or Limited Common Elements.

(ii) All spaces and improvements lying beneath the unfinished inner surface of all interior columns, bearing walls and bearing partitions.

(iii) All spaces and improvements lying beneath the unfinished surface of the perimeter walls and floors, and above the horizontal plane forming the upper boundary of a Unit.

6.2 Parking Spaces. Parking spaces (the "Parking Spaces") for the Condominium are shown on the Survey. All Parking Spaces are Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair, and replacement in the same manner as Common Elements. Parking Spaces shall be used in accordance with the Rules promulgated by the Board. Developer shall have the right to assign to Owners the right to the exclusive use of certain Parking Spaces. The number of Parking Spaces assigned to each initial Owner shall be based on the approximate size of the Unit or Units purchased by the Owner. Upon the conveyance by Developer of a Unit, Developer shall designate and assign to such Unit the exclusive use of Parking Space(s), which use shall be an appurtenance to the ownership of such Unit. Developer shall have the right to so assign the use of Parking Spaces until Developer has conveyed all of the Units. Upon the original conveyance by Developer of Units to a Unit Owner, Developer shall execute and deliver to the Unit Owner thereof a written "Assignment of Use of Parking Space" in which the particular Parking Space or Spaces designated for the use of such Units is described and in which is set forth the exclusive right of such Unit Owner to use such Parking Space or Spaces subject to the terms of this Article and any other applicable provisions contained in this Declaration. The Association shall maintain a book for the purpose of recording the current assignee of each Parking Space, and upon the original assignment by the Developer of the use of a Parking Space, the Association shall record such assignment in such book, and the Parking Space and exclusive use thereof shall thereupon be

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appurtenant to said Units. Upon conveyance of or passing of title to a Unit, the Unit Owner receiving such title shall give satisfactory evidence of such title to the Association, and the Association shall duly execute, and deliver to the grantee or transferee of such Unit a new Assignment of Use of Parking Space and record such transfer in such book. After the conveyance by Developer of all Units, any Parking Space not assigned by Developer for the use of a Unit may be assigned, used, or leased by the Association on such terms and conditions as the Association may from time to time determine, subject to the terms and conditions of this Declaration.

6.3 Charges for Common Elements. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the Bylaws.

ARTICLE 7

Ownership of Units and Appurtenant

Interest in Common Elements

The Owner or Owners of each Unit shall own, as an appurtenance to the ownership of each said Unit, and there shall pass with title to each Unit, an undivided interest in the Common Elements, subject to the terms and conditions of the Condominium Act and the Condominium Documents, the undivided interest appurtenant to each said Unit being that which is set forth in Exhibit 2 to this Declaration.

The undivided interest in the Common Elements declared to be an appurtenance to each Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from such Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit which describes said Unit by the number designation of said Unit as assigned thereto in Exhibit 1 (the "Survey") shall, without limitation or exception, be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the Common Elements.

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ARTICLE 8

Share in Common Expenses and Common Surplus

Each Unit Owner shall share Common Expenses (subject to Section 13.3 of this Declaration) and own the Common Surplus in the same manner and proportion as the Unit Owner shares Common Elements under Article 7 of this Declaration.

ARTICLE 9

Easements

9.1 Utility Easements. The Common Elements shall be and hereby are reserved and declared to be subject to an irrevocable perpetual nonexclusive easement running with the Land for the benefit of Units and Unit Owners for the construction, installation, relocation, maintenance and repair of utilities and facilities providing services to any part of the Condominium Property including the Land, the Building, any part of the Common Elements, or any Unit, including, without limitation, the providing of electricity, light, telephone, air conditioning, radio or television transmission, gas, water, sewer, drainage, irrigation, power, security, trash or waste removal, or any other utility or service, and Developer hereby reserves unto and for the benefit of itself and the Association the right, acting singly, to further grant any such easements over, across, under or through the Common Elements from time to time as Developer or the Association deems to be necessary or appropriate in the best interests of the Condominium, which reservation Developer or the Association may assign or convey in whole or in part to any county or state government or agency thereof, or any duly licensed or franchised public utility.

9.2 Easement to Public Ways. Developer hereby reserves and grants to and for the benefit of the Association and agents thereof and to Unit Owners, their family members, employees, guests, invitees, licensees, clients, patients and customers, an irrevocable

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perpetual nonexclusive easement running with the Land for ingress and egress over and across streets, walks, drives, parking areas, and other rights-of-way which are part of the Common Elements serving Units, to provide necessary and reasonable access to the public ways or to roads and streets. In no event shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the Condominium Property not designated as a parking area.

9.3 Use of Common Elements. Developer hereby reserves and grants to Unit Owners, their family members, employees, guests, invitees, licensees, clients, patients and customers an irrevocable perpetual nonexclusive easement running with the Land and right to use the Common Elements subject to the terms and conditions of the Condominium Act, this Declaration and any and all Rules promulgated by the Board of Directors of the Association.

9.4 Encroachments. Developer hereby reserves for the benefit of each and every Unit and Unit Owner, an easement running with the Land upon and over all of the Condominium Property for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements, or in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

9.5 Association. Developer hereby reserves and grants to the Association, its directors, officers, employees, agents and contractors an irrevocable and perpetual nonexclusive easement running with the Land to enter upon and use the Common Elements in any manner consistent with the rights and obligations of the Association to administer and operate the Condominium and to manage, maintain and repair the Condominium Property.

9.6 Floor Slabs, Wall Spaces and Ceiling Spaces. Developer hereby reserves unto and for the benefit of itself, and the Association, and their respective directors, officers,

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employees, agents and contractors an irrevocable and perpetual nonexclusive easement running with the Land and right of use on, over, in and through all floor slabs, wall spaces and ceiling spaces for the construction, installation, relocation, maintenance and repair of utilities and facilities providing services to Units adjacent to such floor slabs, wall spaces and ceiling spaces. Developer or the Association may assign or convey in whole or in part the easement rights hereunder to any Owner, or any directors, officers, employees or agents of or contractors with Unit Owner.

9.7 Interior Doorways. Developer hereby reserves for itself and for the Association the right, acting singly, to grant to a Unit Owner an easement and right of use of air space through any Common Element interior wall spaces for a doorway or any other opening to connect the Unit of a Unit Owner with a contiguous Unit on the same floor which is owned by the same Unit Owner; provided, that there are no Common Elements other than the interior wall therein where the Units are to be connected by the doorway or opening; and further provided, that Developer and the Association may not grant to any Unit Owner such an easement and right of use if such easement and right of use may in any way affect the structural soundness of the Building or if such easement and right of use will diminish or interfere in any material manner with any Common Elements, including without limitation, the easement of support in those portions of the interior wall which contribute to support, or the conduits, ducts, plumbing, w . . . or other facilities for the furnishing of utility services . . . Units and Common Elements or necessary air space. provided ther . . . There shall be no cost to a Unit Owner for the g . . . of this . . . ement, except applicable costs of recording the e . . . t; a . . . e easement shall be granted provided that the d . . . ay . . . ther opening meets all the requirements of this Declaratio . . . and of applicable law, including, without limitation, app . . . ble . . . ng and zoning codes. The grant of such an easement shall not cause the affected Units to be other than separate Units and will not cause the affected Units to be a

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single combined Unit. This easement shall be operative for only so long as the affected Units are under common ownership.

A doorway or other opening may not be constructed at the location of the easement without the prior written approval of the Board, which, subject to the provisions of Section 12.1, shall grant such approval upon receipt of a building permit application prior to submission of the application to the appropriate governmental authority, if a building permit is required for such construction, and evidence satisfactory to the Board that the doorway or other opening will be constructed in accordance with construction standards satisfactory to the Board. Any such construction shall be at the expense of the Unit Owner performing the same. The expense of maintenance, repair and replacement of all doors, doorways, frames, casings, or other opening constructed between Units through Common Element interior wall spaces shall be paid by the Owner of the Units connected by the opening and, in the event such maintenance, repair and replacement is performed by the Association, the sum of such expenses for maintenance, repair and replacement, together with interest thereon and all costs of collection, shall be a Common Expense, shall be specially allocated to the affected Units in accordance with Article 13.3, shall be immediately due and payable by the Unit Owner, and shall be secured by the Association's lien for payment of Common Expenses, as herein described.

The Owner of the affected Units shall, prior to causing the affected Units to be owned by separate Owners, remove all doorways, frames, casings or other opening constructed between the Units through Common Element interior wall spaces and restore the said wall spaces to their original configuration. In the event such removal and restoration is performed by the Association, the sum of such expenses for removal and restoration, together with interest thereon and all costs of collection, shall be a Common Expense, shall be specially allocated to the affected Units in accordance with Article 13.3, shall be immediately due and payable, and shall be secured by the Association's lien for payment of Common Expenses, as herein described.

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9.8 Finishing of Units. Developer hereby reserves unto and for the benefit of itself, the Association, Unit Owners, and their respective directors, officers, employees, agents and contractors, an irrevocable and perpetual easement running with the Land and right of use, over, in and through each and every Unit for access to any and all Common Elements near, adjacent to, or contiguous to the Unit in order to complete construction, equipping, finishing and decorating the interior of any other Unit. Any person exercising this easement right will make reasonable effort to exercise such easement right in and through a Unit which is owned by a party other than the person exercising the right in a manner so as not to disturb unreasonably the occupancy and use of the Unit by such party; provided, however, the Association will have the sole and absolute discretion to determine the reasonableness of the use of such easement rights in order not to delay or hinder the completion of construction, equipping, finishing, furnishing, or decorating of the interior of any Unit; and, the Board of Directors of the Association may establish rules or regulations applicable to all Unit Owners or on an individual ad hoc basis limiting the times and the manner in which the easement rights hereunder may be exercised.

9.9 Construction and Marketing by Developer. Developer hereby reserves unto and for the benefit of itself, its directors, officers, employees and agents for as long as Developer owns a Unit, an irrevocable easement and right of use of, over, and across the Common Elements in order to develop the Condominium Property and carry on a sale and marketing program of Units, including the right to carry on and complete construction of improvements thereon, place signs, and show the Common Elements and Units to any prospective purchaser of a Unit.

9.10 Grantee of Easement. Should the intended creation of any easment 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 as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE 10

Administration of Condominium by Association

10.1 Association. In order to provide for the efficient administration of the Condominium by the Owners of Units, a Florida corporation not for profit, known and designated as FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "Association"), has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, its Bylaws and the Rules and Regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and Bylaws are annexed hereto and expressly made a part hereof as Exhibits 3 and 4, respectively.

10.2 Membership. The Owner or Owners of each Unit shall automatically become members of the Association upon his, their or its acquisition of any ownership interest in a Unit, and membership of each Unit Owner or Owners shall terminate automatically upon such Unit Owner or Owners being divested of such ownership interest in the title of such Units, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association, or to any of the rights or privileges of such membership in the Association.

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10.3 Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors or any duly authorized committee, representative or agent of the Board of Directors, unless otherwise specifically delegated to the members of the Association under law or any of the Condominium Documents.

10.4 Powers and Duties. The Association shall have all of the powers and duties provided under law and under any of the Condominium Documents.

10.5 Voting.

(a) General Voting Rights. The Owner or the Owners, collectively, of a Unit shall be entitled to the number of votes appurtenant to the Unit as set forth on Exhibit 5, annexed hereto and expressly made a part hereof, on all matters on which the membership shall be entitled to vote, except the election of the directors of the Association. If there is more than one member of the Association with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such members collectively shall be entitled to only the votes set forth on Exhibit 5 with respect to the Unit. Such vote or votes may be exercised by the Owner or Owners of each Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association.

(b) Election of Directors. The Owner or the Owners, collectively, of a Unit shall be entitled to nominate and elect the number of directors of the Association as set forth with respect to the individual Unit on Exhibit 6, annexed hereto and expressly made a part hereof. This right to elect directors shall be an appurtenant right to the ownership of the Unit. If there is more than one member of the Association with respect to a Unit as a result of the fee interest in such being held by more than one person, such members collectively shall be entitled to nominate and elect only the number of directors set forth on Exhibit 6 with respect to the Unit. Such rights to nominate and elect directors may be exercised by the Owner or Owners of each Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association.

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10.6 Membership Registry. The Association shall at all times maintain a register setting forth the names of the Owners of all of the Units, and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Unit. Further, the Owner of each Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Unit, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Unit, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to same.

ARTICLE 11

Initial Finishing of Unit Interiors

11.1 Right to Finish Interiors. The Developer may sell certain Units with the interiors unfinished, and each Owner of such Unit is to finish the interior of his Unit(s), including the extension of all utility services from Common Elements to the interior of his respective Unit(s). Easements reserved unto the Developer under this Declaration contemplate that Developer, under contract with the respective Owner, shall construct such interior improvements, or, alternatively, Developer shall assign such easement rights to the extent necessary to permit Owner to construct such interior improvements. In connection with the foregoing, Developer and the Board of Directors of the Association shall have the right to approve all plans and specifications for construction, completion and finishing of the interior of Units, and to approve all contractors and subcontractors engaging in such construction and

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finishing. Without limiting the foregoing, all plans and specifications must comply with all applicable laws, ordinances, and building codes and include such other additions or improvements necessary or appropriate for the particular purpose for which the Units are to be occupied (such as, but not limited to, additional support), and all contractors and subcontractors must be duly licensed.

11.2 Obligation to Finish Interiors. It shall be the obligation of each Owner to complete construction and finishing of the interior of his respective Unit on or before ninety (90) days after the closing of the purchase by the Owner from the Developer. In the event any Owner fails to so complete the finishing of the interior of a Unit within said period of time, and such completion is necessary in order for a certificate of occupancy to be issued by the appropriate governmental authorities for any part of the Building other than such Unit, then the Developer or the Association shall have the right to complete the construction and finishing of the interior of such to the extent necessary to obtain such certificate of occupancy, and all costs and expenses incurred by the Developer or the Association in so completing the construction and finishing of the interior of such Unit or Office Space shall be deemed to be an expense of the Developer or the Association subject to being specifically assessed upon the respective Owner.

ARTICLE 12

Maintenance, Alterations and Improvements

12.1 Owners.

(a) Units. Each Owner shall be solely responsible for the maintenance, repair and replacement of all portions of his Unit, including all fixtures located within or deemed part of the Units; all air conditioning equipment, exhaust fans and hot water heaters exclusively serving his Unit; all interior surfaces surrounding his Unit(s), such as the interior surfaces of walls, ceilings, and floors; and each Owner shall also

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maintain the interior surfaces of any glass, window, glass sliding doors and entrance and exit doors contiguous to and serving the Unit. Each Owner shall timely and properly perform all such maintenance and repairs which, if not so performed, would affect a Unit belonging to another Owner of the Common Elements, and each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacements.

No Owner of a Unit shall permit any structural modifications or alterations in such Unit without first obtaining the written consent of the Board, which consent may be withheld in the event that a majority of the Board determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the Condominium in part or in its entirety. No modification or alteration shall be permitted which would cause any increase in any insurance premiums paid by the Association.

(b) Exterior of Units. No Owner shall paint, refurbish, stain, alter, decorate, or change any outside or exterior portion or surface of the Condominium Property, including any walls, balconies, doors, windows, screens, or awnings, or repair or replace any such item in any manner except in the manner which existed prior to the need for such repair or replacement; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door, awning, shutter, or other similar item without first obtaining specific written approval thereof by the Board, which approval may be withheld by the Board in its sole and absolute discretion, and which approval the Board shall not grant if, in its opinion, the effect of any of the foregoing will be unsightly and detrimental to the aesthetic appearance of the Condominium Property.

(c) Utilities. Each Owner shall maintain, repair and replace as necessary at his sole expense all ducts, conduits, piping, wiring, appliances, fixtures and other facilities located within his Unit(s) which furnish utility services to any part of his Unit(s) or located without his Unit(s) which furnish utility services solely to a part of his Unit(s), provided, however, that

all such maintenance, repairs and replacements shall be done by contractors approved by the Association.

(d) Access by Association. Each Owner acknowledges and recognizes that any officer or agent of the Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair and replacement of any part of the Common Elements therein or accessible therefrom or at any time as may be necessary for emergency repair thereof or to prevent damage to another Unit or to the Common Elements.

(e) Common Elements. Except as set forth in Section 9.7, no Owner shall make any alteration in, of, on or to the Common Elements, remove any portion thereof, or make any additions thereto. No Owner shall do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the opinion of the Board, may detrimentally affect the aesthetic appearance or architectural design of the Condominium Property. Any alteration or addition to the Common Elements by an Owner shall be deemed to affect detrimentally the aesthetic appearance and architectural design of the Condominium Property unless the Board consents specifically thereto in writing.

(f) Reports to the Association. Each Owner shall promptly report to the Association any defect in need of repair on the Condominium Property of which the Owner has knowledge and for which the Association is responsible to maintain and repair.

(g) Liability for Damage. Each Owner shall be liable to the Association for any damage caused by such Owner or any family member, guest, licensee, invitee, customer, director, officer, employee, or contractor of such Owner to the Common Elements or any part thereof (normal wear, tear and use excepted), and each Owner shall be liable for all costs and expenses incurred by the Association in repairing or replacing Common Elements so damaged by such Owner or by any such person mentioned above for whose actions the Owner is responsible.

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12.2 The Association.

(a) Common Elements. The Association shall maintain, repair and replace as necessary all of the Common Elements; all exterior wall surfaces of the Condominium Property; and all ducts, conduits, piping, wiring, appliances, fixtures and other facilities not located within a Unit and which furnish utility services to more than one Unit.

(b) Additions and Alterations. The Association shall have the right to make or cause to be made changes, additions, alterations and improvements to and of the Common Elements which are approved by the Board and which do not impair the rights of any Owner or any Approved Mortgagee; provided, however, if the cost of any such change, addition, alteration or improvement shall exceed the sum of \$10,000.00, no such change, addition, alteration or improvement shall be made without the approval of Owners of two thirds (2/3) of the Units. The cost of any such change, addition, alteration or improvement shall be a Common Expense of the Association assessed upon the Owners in the manner provided in this Declaration.

ARTICLE 13

Common Expenses

13.1 General. Common Expenses shall include all expenses of the Association contemplated by the Condominium Act, including, without limitation, expenses incurred by the Association in causing the covenants contained in this Declaration to be fulfilled; in carrying out the powers and duties of the Association in operating the Condominium; in preserving the Condominium Property in the manner contemplated by this Declaration; in paying expenses allocated to the Land, Owners, or the Association under this Declaration; in paying any taxes or assessments upon the Condominium Property, in whole or in part, and not levied by the taxing or assessing authority upon individual Units; in maintaining or sharing the maintenance costs of any facilities used by the Association or Owners which are not part of the Condominium Property; and in

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maintaining, repairing and replacing the Common Elements. There is hereby imposed upon each Owner the affirmative covenant and obligation to pay his respective share of Common Expenses, which covenant shall run with the Land.

13.2 Annual Assessments and Special Assessments. The Association shall assess each Owner for his respective share of the Common Expenses by Annual Assessments determined and payable in the manner provided in this Article 13 of this Declaration and by Special Assessment, if any, assessed by the Association for expenses incurred or to be incurred by the Association as a result of extraordinary items of expense, costs of construction or reconstruction of any part of the Condominium Property in excess of insurance proceeds therefor, the failure of other Owners to pay an Annual or Special Assessment, or such other reason or basis determined by the Board which is not inconsistent with this Declaration and which expenses were not included in the determination of an Annual Assessment.

13.3 Special Allocation of Common Expenses. In the event the Board reasonably determines in good faith that the cost of a Common Expense should not be borne by all Units in accordance with the proportions set forth in Article 8 hereof, then the Board may assess such Common Expenses upon some but not all of the Units or upon Units in proportions other than set forth in said Article 8. By means of illustration, and without limitation by specification, the Board may assess unequal shares of a Common Expense arising from (i) the cost of maintaining a Limited Common Element, (ii) the cost of repair of Condominium Property damaged by an Owner and the failure of such Owner to repair such damage, (iii) the cost of maintenance, janitorial or cleaning services of Units, undertaken by the Association for some but not all Units or for Units requiring such services in and out of the ordinary manner or at a disproportionate cost, and (iv) an additional cost of insurance coverage arising from improvements made to a Unit by an Owner or from the nature of the business conducted by the Owner.

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13.4 Annual Assessment. The Board shall adopt the calendar year as the budget year for the Association (the "Budget Year"). The total anticipated Common Expenses for a Budget Year shall be set forth in a budget adopted by the Board at least thirty (30) days preceding the commencement of the Budget Year for which the budget is adopted (the "Budget"). The total anticipated Common Expenses set forth in such Budget shall be the Annual Assessment for Common Expenses for all of the Units for such year (the "Aggregate Annual Assessment"). The share of an Aggregate Annual Assessment allocated to each Unit shall be determined by multiplying the Aggregate Annual Assessment by the proportion of Common Expenses to be shared by the Unit in accordance with Article 8 hereof. The resulting product plus each respective Unit's share, if any, of anticipated maintenance expenses for Limited Common Elements appurtenant to said Unit, shall be referred to herein as the "Unit Annual Assessment". The Unit Annual Assessment shall be due and payable by the Owner or, if more than one Owner, the Owners, jointly and severally, of each Unit in monthly installments in advance.

13.5 Notice and Late Charge. There shall be no notice to Owners as and when an installment for an Annual Assessment becomes due and payable, and the Association shall have the right and power to levy a late charge upon an Owner, if, as and when such Owner fails to pay any Annual Assessment or monthly installment thereof or any Special Assessment or installment thereof as and when any such assessment or installment is due and payable, which late charge shall be in addition to and not in lieu of any other penalties, fees, charges or interest for failure to make timely payment of an assessment provided by law, this Declaration or any rule or regulation adopted by the Board. Any such late charge, penalty, fee, charge or interest imposed by the Association shall be deemed an assessment subject to the lien rights of the Association and all other rights and remedies of the Association, as hereinafter described.

13.6 Lien. Upon the assessment upon a Unit of an Annual Assessment or a Special Assessment for Common Expenses determined in

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the manner set forth in this Declaration, such Annual Assessment or Special Assessment shall be the personal obligation of the Owner or Owners thereof. The Association has and shall have under this Declaration and the Condominium Act a continuing charge and lien on each Unit for any unpaid assessments, together with interest thereon at the highest rate permitted by law, from the due date thereof until paid, and costs of collection, if any, including court costs and reasonable attorney's fees at trial and appellate levels. The lien is effective only from and after recording a claim of lien in the Public Records of Palm Beach County, Florida, and for a period of not longer than one (1) year after the claim of lien has been recorded unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a statement of satisfaction of lien in form for recording.

13.7 Approved Mortgagees. Notwithstanding any provision in this Declaration to the contrary, in the event an Approved Mortgagee or other purchaser obtains title to a Unit as a result of foreclosure or deed given in lieu of foreclosure, such acquirer of title and its successors and assigns shall not be liable for the share of any Common Expenses or assessments pertaining to such Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title of such Unit as a result of such foreclosure or deed in lieu thereof unless such share is secured by a claim of lien for assessments that is recorded in the Public Records of Palm Beach County, Florida, prior to the recording of the mortgage, and such assessments shall be cancelled upon acquisition of such title by such mortgagee or purchaser. Any such unpaid and cancelled assessments shall be a Common Expense to be spread equally among all Owners, including the mortgagee or purchaser who acquires the Unit.

13.8 Remedies. In the event any Owner fails to pay any Annual Assessment or installment thereof, or any Special Assessment or installment thereof, within fifteen (15) days after the same

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became due and payable, then the Board shall have the right to elect on behalf of the Association to exercise any of the rights or powers of the Association provided by law, in equity or under the Condominium Act, including either, some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

(a) Acceleration. To accelerate the entire amount of any Annual Assessment or Special Assessment allocable to the Owner for the remainder of the calendar year notwithstanding provisions for the payment thereof in installments;

(b) Advance of Funds. To advance on behalf of the Owner in default all or part of such funds which are due and payable from such Owner, and the amount or amounts of funds so advanced, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorney's fees at trial and appellate levels, may thereupon be collected by the Association, and such advance by the Association shall not be deemed a waiver by the Association of any rights of the Association to collect such due and payable assessment;

(c) Foreclosure. To file a claim of lien in the Public Records of Palm Beach County, Florida, under the Condominium Act and to foreclose the Association's lien in the manner a mortgage of real property is foreclosed; and

(d) Action at Law. Without waiving any lien rights and rights of foreclosure, to file an action at law to collect such unpaid assessment, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorney's fees at trial and appellate levels.

13.9 Notice to Approved Mortgagees. In the event any Owner fails to pay any Annual Assessment or installment thereof, or any Special Assessment or installment thereof, within thirty (30) days after the same became due and payable, the Board shall send written notice to each Approved Mortgagee of the Unit(s) with

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respect to which the Owner has failed to pay the Annual Assessment of Special Assessment.

ARTICLE 14

Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units

14.1 General. In order to assure a community of compatible professional Owners and to protect the value of the Units, no Owner may convey, transfer, dispose of, or encumber his Unit, any part thereof, or any interest therein by sale, lease, mortgage or otherwise (except to the extent permitted under Section 14.8 hereof) without approval of the Board, which approval shall be obtained in the manner set forth in this Article 14, and which approval shall be contingent upon the exercise by the Association of an assignable right of first refusal as hereinafter described. As utilized in this Article 14, all reference to a lease of a Unit shall be deemed to include a lease of a portion of the subject Unit or a sublease of the Unit.

14.2 Sale or Rental of Units.

(a) Notice of Offer to Association. In the event any Unit Owner intends to sell, lease, or rent his Unit, the Unit Owner (the "Selling Owner") shall, before accepting any offer to purchase, sell, lease or rent his Unit, give to the Board of Directors of the Association a written notice of such intention (the "Notice") containing the terms of the offer he has received or which he desires to accept (including a copy of the written offer) (the "Offer"), the name and address of the person(s) to whom the proposed sale, lease or rental is to be made (the "Offeror"), and such other personal and financial information concerning the Offeror as may be required by the Board of Directors of the Association (to be requested within seven (7) days from receipt of the Notice). The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Selling Owner at such time shall also pay to the Association a fee in an amount required under the Bylaws of the Association for consideration by the

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Association of any such transfer. The giving of such Notice shall constitute a representation and warranty by the Selling Owner to the Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the Offer is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

Any attempt to sell, lease or rent said Unit without prior Notice to the Association and without conforming to the requirements of this Article 14, shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

(b) Notice by Association to Owners. Promptly after receipt of the Notice of an Offer from a Selling Owner, the Association shall deliver a copy of the Offer to each Owner whose name appears on a listing, maintained by the Association, of Owners who have delivered written notice to the Association of a desire to be considered as an assignee of the Association's right of first refusal with respect to an Offer to sell or lease a Unit or any part thereof.

(c) Acceptance by an Owner. If a Unit Owner desires to be named the assignee of the Association's right of first refusal with respect to a specific Offer, the party (or parties) desiring to be so named shall, within fifteen (15) days after receipt from the Association of a copy of all of the information required in this Offer, deliver written notice to the Association that such party shall, if permitted by the Association, enter into a lease or contract for purchase of the respective Units in accordance with and pursuant to all of the terms and conditions of the Offer and simultaneously with delivery of such notice to the Association, the party shall make payment to the Association in escrow of an amount of monies equal to the amount paid by the Offeror under the Offer as earnest money deposit or prepaid rent, if any.

(d) Selection of an Owner. The Association shall designate as such assignee the Unit Owner giving a timely required

written notice and payment of escrow monies under the foregoing Section 14.2(c) whose Unit is located adjoining the Unit that is subject to the Offer. If there is more than one Unit adjoining the Unit which is the subject of the Offer, then the Unit Owner to be designated as the Unit Owner assignee of the Association's right of first refusal shall be determined from among the Unit Owners of such adjoining Units by lot. Notwithstanding the foregoing, the Association shall have the right not to designate as such assignee a Unit Owner who has previously been designated as an assignee for the purpose of leasing or purchasing an adjoining Unit under the provisions of this Article 14. If none of the Unit Owners giving the required written notice to the Board owns a Unit adjoining the Unit that is the subject of the Offer, then the Association shall designate as its Unit Owner assignee the Unit Owner whose written notice stating a desire to be considered an assignee as to future offers was received by the Association earlier than any or all other Unit Owners desiring to be considered as Assignee as to the subject Offer, unless the notices from two or more Unit Owners are received simultaneously, in which event the Unit Owner to be designated as the Unit Owner assignee of the Association's right of first refusal shall be determined from among these particular Unit Owners by lot.

(e) Third Parties. In the event no Unit Owner gives the required written notice and payment of monies under Section 14.2(c) hereof, then the Association may designate a party other than a Unit Owner as its assignee or may itself exercise its right of first refusal as to the Offer.

(f) Exercise by Association Itself of Right of First Refusal. In the event the Association determines in accordance with the above provisions to exercise for itself the right to purchase or lease a Unit for which it has the right of first refusal, then the Association must first obtain the approval of Owners of a majority of the Units in the Condominium exclusive of the Owner of the Unit subject to such purchase or lease. Upon receipt of such approval the Board may, in order to finance the acquisition, lease, or sublease of a Unit, levy a special assessment

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upon all Unit Owners, which assessment shall be a Common Expense enforceable in accordance with the terms of this Declaration. Alternatively, or in addition thereto, the Association may borrow money to finance the acquisition of a Unit by an encumbrance or hypothecation of any property including the Unit or Units to be acquired by the Association.

(g) Association's Election. Within thirty (30) days after receipt of a Notice of an Offer, the Board shall either approve the Offer ("Approval") or deliver to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or lessee approved by the Board in the foregoing manner to accept the Offer (a "Substitute Purchaser or Lessee"). Any Approval granted or deemed to have been granted by the Board under this Declaration shall apply only to the intended purchaser or lessee named in the initial Offer and shall extend for a period of only ninety (90) days from the date thereof, during which period the Offeror must consummate the sale or lease upon the terms and conditions set forth in the Offer.

(h) Form of Approval. An Approval shall be in writing in recordable form signed by any two (2) members of the Board of Directors of the Association (the "Certificate of Approval") and it shall be delivered to the Selling Owner and the proposed purchaser or lessee named in the Offer. Failure of the Board of Directors to grant Approval or to furnish a Substitute Purchaser or Lessee within thirty (30) days after the Notice is given shall constitute and be deemed approval of the Offer, and the Board shall be required to prepare and deliver a Certificate of Approval to the Selling Owner and the purchaser or lessee named in the Offer. No conveyance of title or interest whatsoever shall be deemed valid without the Approval of the Board of Directors as herein set forth.

(i) Substitution. In the event the Board delivers the Substitution Notice to the Selling Owner, the Selling Owner shall be deemed to have made the Offer to the Substitute Purchaser or Lessee, and the Selling Owner and the Substitute

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Purchaser or Lessee shall have not less than sixty (60) days subsequent to the delivery of the Substitution Notice to consummate the sale or lease of the Selling Owner's Unit or respective part thereof. The Selling Owner shall be obligated to consummate the Offer with the Substitute Purchaser or Lessee upon terms no less favorable than the terms stated in the Offer, and the Selling Owner shall not be relieved of such obligation except upon the written consent of the Board of Directors and the Substitute Purchaser or Lessee. Upon the closing with the Substitute Purchaser or Lessee, the Board of Directors shall deliver to the Selling Owner and Substitute Purchaser or Lessee a Certificate of Approval as to the closing. In the event of a default by the Substitute Purchaser or Lessee of his obligation to close the purchase or lease in the manner required under the terms of this Declaration and the terms of the Offer, the Board shall deliver a Certificate of Approval to the Selling Owner as to the proposed purchaser or lessee under the Offer.

14.3 Gift, Devise, Inheritance, Judicial Sale, or Assignment for Benefit of Creditors.

(a) Notice to Association. Any person who has obtained ownership or possession of a Unit or any part thereof by gift, devise, inheritance, judicial sale, assignment for benefit of creditors or by any other method other than a sale or lease pursuant to Section 14.2 hereof or pursuant to Section 14.8 hereof (the "Transferred Unit"), shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Units were obtained. If such notice to the Association is not given to the Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with the following paragraph as if it had been given such notice on the date of receipt of such knowledge. The Board, upon receipt of any such notice or knowledge of any such transfer, shall promptly give written notice of such transfer to the Unit Owners described in Section 14.2(b) hereof.

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(b) Approval. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Board shall have the right either to approve or disapprove of such transfer of title or possession of the Transferred Unit. The Board shall not give approval to the transfer, unless, upon giving notice of the transfer to those Unit Owners described in Section 14.2(b), no such Unit Owner delivers to the Board within fifteen (15) days of receipt of such notice an irrevocable written offer to purchase the Transferred Unit in accordance with the provisions of Section 14.3(c) hereof and a deposit in escrow of a reasonable amount toward the purchase price thereof, which amount may be specified by the Board of Directors giving notice of such transfer to the respective Unit Owners. The purchase price for the Transferred Units shall be fair market value determined in accordance with Section 14.3(c). Approval of the Board of Directors shall be by a Certificate of Approval delivered to the person who has obtained such title. Failure of the Board of Directors to grant approval or to furnish a substitute purchaser or lessee pursuant to Section 14.3(c) within such thirty (30) day period shall constitute and be deemed an approval and the Board of Directors shall deliver the Certificate of Approval to the person who has obtained such title or possession.

(c) Substitution. In the event the Board of Directors disapproves such transfer of title or possession, the Board of Directors shall advise in writing, within such thirty (30) day period, the person who has title to the Transferred Unit, of a purchaser or purchasers who will purchase the Transferred Unit at its fair market value. Such purchaser or purchasers will be selected under the Association's procedures for assigning or exercising its right of first refusal set forth under Sections 14.2(b) through 14.2(g) hereof. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (ii) by mutual agreement of the purchaser and the person holding title; or (iii) by one

M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash or by cashier's check or certified check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person having title to the Transferred Unit that the Board of Directors has a purchaser for the Transferred Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the above terms of this Declaration. In the event the purchaser furnished by the Association shall default in his obligation to purchase such Transferred Unit, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a Certificate of Approval therefor.

14.4 Recording of Certificate of Approval. Each and every Certificate of Approval delivered by the Board under any of the foregoing provisions of this Article 14 shall be recorded in the Public Records of Palm Beach County, Florida.

14.5 Form of Leases. In addition to, and not in lieu of, the terms and conditions of Section 14.2 hereof, a Unit Owner shall submit any proposed lease of any Unit to the Board for consideration and approval. Any proposed lease of a Unit shall be in writing and shall provide that the lease shall be subject in all respects to approval by the Board and to all of the terms and provisions of this Declaration, that any failure by the lessee thereunder to comply with such terms and provisions shall be a default under the lease, that the Association shall have the right, power and authority on behalf of the Owner to commence legal proceedings to cause the lessee to be evicted upon any breach of the lease, and that there can be no assignment of the lessee's rights under the lease and no sublease of the lease without the prior written approval of the Board. The Board shall have the right to require that each lease contain certain additional uniform

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provisions, including provisions reflecting the foregoing terms and conditions.

14.6 Determination of Quorum and Approval.

Notwithstanding any provision in this Declaration or the Articles or ByLaws to the contrary, in the event that the Board shall have the right or obligation to make any determination or take any action under this Article 14 regarding any Unit, and an Owner of the Unit, or a shareholder, director or officer of a corporation or professional association that is the Owner of the Unit, or a partner in a partnership that is the Owner of the Unit, that is subject to such action is a member of the Board, then such membership on the Board shall not be included in the determination of a quorum of the Board and such Owner shall have no right to vote as a member of the Board in determining any such action of the Board.

14.7 Mortgages. An Owner shall not mortgage any of his Units or any interest therein without the written approval of the Board of Directors except to Developer, an Approved Mortgagee, or a prior Owner as a purchase money mortgage accepted by such Owner as part of the sale of the Unit. The approval or disapproval of any other mortgagee shall be within the sole and absolute discretion of the Board.

14.8 Transactions Not Subject to This Article 14.

Notwithstanding any of the foregoing provisions of this Article 14 or any other provisions in this Declaration to the contrary, the following transactions shall not be subject to this Article 14 and the obtaining of title or occupancy to a Unit by any of the following means shall not give rise to a right on the part of the Association to approve the transaction or designate a substitute purchaser or lessee:

(a) Family Transaction. A sale, gift, bequest, devise, lease, or sublease by an Owner to any member of his immediate family, such as his spouse, parents, mother, sisters, children, or any one of them.

(b) Sale of Business. A sale or lease of the Unit in connection with (i) the sale of the practice or business,

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goodwill and substantially all of the assets of a Unit Owner or (ii) the merger or consolidation of a Unit Owner into another entity continuing the business of the Unit Owner in the same Unit.

(c) Admission of Additional Owners. A conveyance of an interest in the Unit arising from (i) the admission of additional partners of an Owner consisting of a partnership, or (ii) the creation of additional co-owners of an Owner which is a corporation, or (iii) the formation of a partnership by the Owner of which the Owner is a general partner.

(d) Transaction Between Related Parties. A sale or lease of a Unit between related parties, such as, but not limited to, a sale or lease between (i) individual(s) and a partnership in which the individual(s) is/are partners, (ii) individual(s) and a corporation in which the individual(s) is/are controlling shareholder(s), (iii) a partnership and a corporation all of whose shareholders constitute all the partners of the partnership, (iv) a trust and a partnership, corporation or individual(s) who are the beneficiaries of the trust.

(e) Death of a Co-Owner or Partner and Continuation of the Business. The death of a co-owner, or of a partner in a partnership which is a Unit Owner, and the continuation of the business conducted in the respective Unit by the remaining co-owner or co-owners or by the remaining partners, as the case may be.

(f) Approved Mortgagee. The obtaining by an Approved Mortgagee of title to a Unit as a result of foreclosure or by deed in lieu thereof, upon which event such Approved Mortgagee shall have the absolute and unqualified right to sell, lease, mortgage or otherwise transfer or encumber such Unit in any way or manner determined by such Approved Mortgagee in its sole and absolute discretion without limitation.

(g) Developer. A sale, lease, sublease or mortgage of a Unit by the Developer to any purchaser, lessee, sublessee or mortgage.

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14.9 Miscellaneous. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest as provided herein. Every purchaser, tenant or lessee, shall take title subject to this Declaration and the Bylaws and Articles of Incorporation of the Association as well as the provisions of the Condominium Act.

ARTICLE 15

Use Restrictions

The use of the Condominium shall be in accordance with the following provisions:

15.1 Units. Each Unit shall be used and occupied only for medical, dental and other health care related purposes as enumerated in Section 25-83(A) of the Code of Ordinances of Boca Raton, Florida. The following uses are specifically prohibited: day care centers; instructional and educational facilities; veterinary hospitals.

15.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of Unit Owners.

15.3 Nuisance. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall cause or permit to come from his Unit any unreasonable noises or odors.

15.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be maintained, modified or repaired in the same manner as the responsibility for maintenance and repair of the property concerned is set forth in Article 12 of this Declaration.

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15.5 Signs. No signs or advertising devices of any nature shall be erected or maintained in or on any part of the Condominium Property without the prior written consent of the Association. The Association shall provide at least one sign of reasonable size and dignified form to indentify each of the persons occupying the Units, which signs shall be erected in the area designated by the Association for that purpose. The cost of said sign shall constitute a Common Expense and shall be prorated equally among all Units and not in accordance with each Unit's share of the common expenses as set forth in Article 8. The Association may specially assess each unit with its share of the initial cost of the sign and the recurring cost to replace signs as may be needed from time to time. No electrically lit signs shall be permitted. Nothing contained herein shall prohibit or restrict in any way the Developer's right to construct such promotional signs or other sales aids of reasonable size and dignified form on or about any portion of the Condominium Property which it shall deem reasonably necessary in connection with its sale or lease of Condominium Units.

15.6 Regulations. The Rules concerning the use and appearance of the Condominium Property may be amended by the Association in the manner provided by the Articles of Incorporation and Bylaws. The Rules may provide for reasonable monetary fines against Unit Owners who violate the Rules or the provisions of this Declaration and may further provide for arbitration in the event of a dispute between Unit Owners and the Association concerning such violations. Copies of the Rules shall be furnished by the Association to all Unit Owners and occupants of the Condominium on request.

15.7 Developer's Use. Until the Developer has closed the sales of all of the Units of the Condominium neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale of Units. The Developer may make such use of the unsold Units and Common Elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold Units, model

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offices, the showing of the Condominium Property, the display of signs and such other uses which are normally associated with the sale and marketing of real property and Units.

15.8 Mail. The Association shall also provide a central mail delivery area with a box designated for each Unit to which all mail shall be delivered. Individual mailboxes shall not be erected by Unit Owners.

15.9 Antennas and Aerials. Except on approval by the Board, no antenna or aerial shall be placed by a Unit Owner upon the Common Elements or affixed to the interiors of a Unit, and no antenna or aerial placed or affixed within a Unit shall extend or protrude beyond the interior of the Unit.

15.10 Awnings and Shutters. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board. Hurricane shutters approved by the Board may only be installed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed by the respective Unit Owner thereof, within forty-eight (48) hours thereafter, and if not so removed by the Unit Owner, such shutters may be removed by the Board at the expense of such Unit Owner.

15.11 Interior Window Decorations. No draperies, blinds, shades, shutters or any other decoration or finishing may be affixed to or placed on the interior of any window if such decoration or finishing is visible from the exterior of the Unit unless such decoration or finishing has been approved by the Board, which approval may be withheld by the Board in its sole and absolute discretion, and which approval the Board shall not grant if, in its opinion, the effect of any of the foregoing will detract from the exterior aesthetic appearance of the Condominium Property.

15.12 Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or

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kept on any part of the Common Elements except in closed containers deposited in receptacles or placed for pickup in accordance with rules and regulations promulgated by the Board.

15.13 Utility Addition. No additional utility fixture or improvement, including without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

15.14 Increase in Insurance Rates. No Owner shall take any action, without the prior written approval of the Board, which will result in an increase in the rate of any insurance policy or policies covering any part of the Condominium Property.

ARTICLE 16

Insurance

16.1 Unit Owners. Each Unit Owner shall have the right to purchase liability insurance for accidents and injuries occurring in his Unit, liability insurance for the Unit Owner's personal liability for acts or omissions of the Association, casualty insurance for fixtures and personal property located in his Unit, and business interruption insurance.

16.2 Authority to Purchase; Named Insured. Except for insurance provided by Unit Owners in accordance with Section 16.1, all insurance policies upon the Condominium Property shall be purchased by the Association, and the Association shall use its best efforts to obtain and maintain policies of insurance for the purpose of providing the insurance coverage set forth in Section 16.3 and, without limiting the foregoing, such other coverage as the Board determines to be necessary or appropriate. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Board, and all policies and their endorsements shall

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be deposited with the Board of Directors. All persons beneficially interested in the insurance coverage obtained, purchased or maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association

16.3 Coverage.

(a) The Building and improvements upon the Condominium Property shall be insured in an amount equal to the then full replacement cost (excluding land, foundation and excavation costs and other items normally excluded from such coverage); and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board. Coverage shall include:

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

(2) Protection against such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Building on the Condominium Property, including, but not limited to, sprinkler leakage, vandalism, malicious mischief, windstorm and water damage; and

(3) The word "building" whenever used in the policy, and the term "Building" as used in Section 16.3 of this Declaration, shall include, but shall not necessarily be limited to, the Common Elements, and partitions, walls, fixtures, installations or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceiling of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available. With respect to the coverage provided by the policy, the Unit Owners shall be considered additional insureds under the policy.

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(b) The Association shall obtain a comprehensive policy of public liability insurance including contractual liability, to protect the Association and the Unit Owners, with minimum limits of \$1,000,000 each occurrence, \$1,000,000 aggregate, for Bodily Injury; and \$1,000,000 each occurrence, \$1,000,000 aggregate, for Property Damage; which coverage includes, without limitation, hired automobile and non-owned automobile coverages, off-premises employee coverage, liability for property of others, and such other risks as shall customarily be covered with respect to property similar in construction, location and use, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of the law.

(d) Flood insurance, if the same shall be necessary under the laws of the United States for federally regulated mortgage lenders to make mortgage loans on Units, covering the Common Elements as may be available under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the maximum amount of flood insurance available under such program.

(e) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle or are responsible for handling funds of the Association.

(f) Such other insurance as the Board shall determine from time to time to be desirable.

16.4 Insurance Policies. The policies of insurance obtained pursuant to Article 16 shall be subject to the following provisions:

(a) To the extent practicable and obtainable at reasonable cost, all of such policies shall provide that they shall not be brought into contribution with insurance purchased by Unit

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Owners or their mortgagees; that coverage shall not be prejudiced by any act or neglect of Unit Owners or of the Association to comply with any warranty or condition of which they have no notice or with regard to any portion of the Condominium Property over which they do not have control; that coverage may not be cancelled (including cancellation for nonpayment of premium) or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereunder; and all such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Unit Owners, and their respective agents, employees or tenants.

(b) The Board shall determine in its sole discretion the insurers, the policy limits and except as set forth in Section 16.3, the coverage and substantive provisions of such policies. All property hazard insurance policies obtained by the Association will name the Association as the party insured under such policy or policies for the benefit of the Owners and the mortgagees of the Units as their respective interest may appear, and the original or a true copy of each of such policies shall be held in the office of the Association.

16.5 Mortgages. In the event of any damage to the Condominium Property, no mortgagee of a Unit shall have any right to participate in the determination of whether the damaged property shall be repaired or rebuilt, and no mortgagee shall have the right to require that any insurance proceeds be applied to the repayment of the loan made by such mortgagee, except distributions of such proceeds made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

16.6 Premiums. Premiums for all insurance policies purchased by the Board and other expenses in connection with such insurance shall be paid by the Association and charged to Owners as a Common Expense.

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ARTICLE 17

Destruction of Improvements

17.1 Share of Proceeds. All insurance policies purchased by the Board shall be for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Board. The duty of the Board shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the Association, the Unit Owners and mortgagees of Units under the terms set forth in this Article 17.

17.2 Reconstruction or Repair After Casualty.

(a) Determination to reconstruct or repair. Whether or not Condominium Property damaged by casualty shall be reconstructed or repaired shall be determined in the following manner:

(1) Units. In the event the Association receives insurance proceeds for damage solely to a Unit or Units without any loss to any of the Common Elements, the Association shall immediately apportion and, subject to the Association's rights contained in Section 17.2(a)(1)(ii), pay all proceeds received as a result of such damages directly to the Owners and, if any, mortgagees of the Units so damaged as their interests may appear, in accordance with the relative proportion of damage sustained by each of the Units.

(i) Obligation of Owners. It shall be the duty and obligation of Owners of damaged Units, whether or not such Owners receive adequate insurance proceeds, to repair and restore, solely at their expense, their Units to the standard and condition required to be maintained under this Declaration. Owners are subject to a Special Assessment, if necessary, in order to provide funds for repair or restoration of a Unit upon the failure of an Owner to make a required repair or restoration.

(ii) Determination by Board. The Board shall determine whether a Unit or Common Elements or both have suffered damage insured against under any policies held by the

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Association, the relative damage suffered by Common Elements and Units, and the relative damage sustained among Units. Notwithstanding any provision in this Declaration to the contrary, in the event this Declaration provides that the Association is to turn over any insurance proceeds to Owners and/or mortgagees of Units, the Board may elect and direct in lieu thereof to retain and utilize such insurance proceeds to make any required repair and restoration of damaged Units.

(2) Common Elements. If the damaged improvement is a Common Element other than the Building, the damaged property shall be reconstructed or repaired unless it is determined pursuant to this Declaration that the Condominium shall be terminated.

(3) Building.

(i) Lesser Damage. If the damaged improvement is the Building and if Units to which at least 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired.

(ii) Major Damage. If the damaged improvement is the Building and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will be reconstructed or repaired and the Condominium will not be terminated without agreement as elsewhere provided, unless within thirty (30) days after the casualty the Owners of Units to which 80% of the undivided shares in the Common Elements are appurtenant agree in writing not to reconstruct or repair.

(b) Plans and Specifications. Any reconstruction or repair shall be effected substantially in accordance with the plans and specifications of the original Condominium Property; or, if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and, if the damaged property is the Building, by the owners of Units to which not less than two-thirds (2/3) of the undivided shares in the Common

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Elements are appurtenant, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

17.3 Damage to Common Elements or Common Elements and Units.

(a) Allocation of Proceeds. In the event that the Association receives insurance proceeds for damage to Common Elements and Units, and it is not otherwise determined to terminate the Condominium, then such proceeds shall first be applied to repair and restore damaged Common Elements and the remaining proceeds, if any, shall then be apportioned and paid in accordance with the provisions of Section 17.2(a)(1) hereof. Any deficiency in proceeds to repair damaged Common Elements shall be treated in accordance with Section 17.3(e) hereof.

(b) Construction Funds. The funds for payment of costs of reconstruction and repair of Common Elements or Common Elements and Units after casualty shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments made pursuant to Section 17.3(e) (collectively, the "Construction Funds").

(c) Damage of \$10,000 or Less. If the amount of the estimated costs of reconstruction and repair of Common Elements or Common Elements and Units is \$10,000 or less, then the Construction Fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request to the Association by an Approved Mortgagee who is a beneficiary of an insurance policy the proceeds of which are included in the Construction Fund, the Construction Fund shall be disbursed in the manner provided in Section 17.3(d) for the reconstruction and repair of greater than \$10,000 damage.

(d) Damage of Greater than \$10,000. If the amount of the estimated costs of reconstruction and repair of Common Elements or Common Elements and Units is more than \$10,000, then the Association shall hold in trust all such Construction Funds and provided, that it is not otherwise determined to terminate the

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Condominium, shall distribute such Construction Funds in the following manner:

(i) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstructing the damaged Common Elements so that such estimates or bids are sufficient to rebuild and reconstruct all of such damaged property.

(ii) The Association shall then enter into a construction contract with a general contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Association. The Association shall disburse the insurance proceeds and any other funds held by it under this Article 17 to such contractor or subcontractors in accordance with the provisions for payment contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Association any paid bills, architect's or engineer's certificates, waivers of liens, or affidavits as may be required under the construction contract for the repair and reconstruction, by law, or as reasonably requested by the Board or any Approved Mortgagee.

(e) Assessments. If the proceeds of insurance are insufficient to meet the estimated cost of reconstruction and repair by the Association, or if at any time during the reconstruction and repair, or upon completion of reconstruction and repair, the proceeds of insurance are insufficient, a special assessment shall be made by the Association against all Unit Owners in an amount to provide sufficient funds for the payment of reconstruction and repair costs. Upon the determination by the Board of the amount of such special assessment, the Board shall immediately levy such assessment upon the Units setting forth the date or dates of payment of the same, and any and all funds received from Owners pursuant to such assessment shall be delivered to the Association and the Association shall disburse such funds in accordance with this Declaration. The assessment against Unit Owners shall be in proportion to said Owner's share in the Common Elements.

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(f) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair were made from insurance proceeds. If there is a balance in the Construction Fund after payment of all costs of the reconstruction and repair for which the Construction Fund is established, such balance shall be distributed to the Unit Owners in proportion to each Owner's share in the Common Elements. Any part of the distribution of surplus to a Unit Owner which is not in excess of special assessments paid by the Unit Owner into the Construction Fund shall not be made payable to a mortgagee.

17.4 Distribution of Proceeds if Condominium Property Is Not Reconstructed or Repaired. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Unit Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

17.5 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each owner of any other interest in the Condominium Property to adjust all claims for property damage less than \$10,000 arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim. The Association is likewise irrevocably appointed agent for each Unit Owner and for each owner of any other interest in the Condominium Property to adjust all claims for property damage in excess of \$10,000 arising under insurance policies purchased by the Association. However, for all such claims in excess of \$10,000, the Association shall be authorized to execute and deliver releases and to settle claims for the Unit Owners and for the owners of any other interest in the Condominium Property only when the Association has the consent of all Approved Mortgagees. This provision shall not be construed to confer upon the Association any authority with regard to any claims which a Unit Owner may have for personal injury.

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ARTICLE 18

Amendment

18.1 General. Except as otherwise provided in this Declaration, this Declaration may be amended by any manner provided in the Condominium Act.

18.2 Limitation Upon Power of Amendment. Notwithstanding any provision in this Declaration to the contrary, this Declaration may not be amended in any way or manner (i) which adversely affects, limits, impairs or prejudices any right of Developer hereunder without the prior written consent of Developer, or (ii) which adversely affects, limits, impairs or prejudices any rights granted in this Declaration to Approved Mortgagees or priorities of Approved Mortgagees without the prior written consent of all of such Approved Mortgagees whose rights or priorities would be adversely affected, limited, impaired or prejudiced by such amendment. Except as provided in Article 12 hereof, no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit, or change the proportion or percentage by which an Owner shares in the Common Expenses and owns the Common Surplus unless the Owner and all record holders of liens on the Unit join in the execution of the Amendment.

ARTICLE 19

Termination

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

19.1 Destruction. In the event it is determined pursuant to Section 17.2(a)(3)(ii) that the Building and improvements shall not be reconstructed because of major damage, the Condominium will be thereby terminated without further agreement.

19.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all Unit Owners and by all Approved Mortgagees who have recorded their mortgages. The Condominium may be terminated by an affirmative vote of Unit Owners to which not less than eighty-five (85%) percent of the Common

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Elements are appurtenant at a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, provided, that the written approval of the termination of the Condominium is obtained from all Approved Mortgagees holding mortgages on one or more Units not later than thirty (30) days from the date of such meeting.

19.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate executed by the president or vice president and the secretary of the Association, with the formalities of a deed, setting forth the facts effecting the termination, and the termination shall become effective when recorded in the Public Records of Palm Beach County, Florida.

19.4 Shares of Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and lienors shall have mortgages and liens upon the respective undivided share of the Unit Owners. Such undivided shares of the Unit Owner shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

19.5 Amendment. This Article 19 cannot be amended without consent of all Unit Owners and all record owners of mortgages of Units required to approve termination by agreement.

ARTICLE 20

Eminent Domain

20.1 Special Assessment. In the event that there is any partial taking of the Condominium Property by action in eminent domain, then the Board shall hold a special meeting to determine a Special Assessment upon the Units to obtain the necessary funds to repair and restore the remaining Condominium Property. Such Assessment against Unit Owners shall be in proportion to each of the Unit Owner's share in the Common Elements after such taking.

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