

EXHIBIT "1"

DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM

DECLARATION OF CONDOMINIUM



MAY-15-1997 4:47pm 97-173068  
ORB 9796 Ps 192

WHEREAS, the Declaration of Condominium for Dover House, a Holiday Beach Resort, a Condominium, may be amended in accordance with Article XI thereof; and,

WHEREAS, this Amendment has been approved by Order of the United States Bankruptcy Court, Southern District of Florida, in Case No. 95-30946-BKC-PGH.

1. Article IX is amended to read as follows:

MAINTENANCE FEE FOR UNITS  
COMMITTED TO INTERVAL OWNERSHIP

The Unit's share of common expenses, as set forth in Paragraph VIII above;

Underlined text indicates additions;  
~~Struck-through~~ text indicates deletions.



Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes not billed directly to the Owners of the Unit Weeks in the Unit;

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner.

Personal property, real estate, and other applicable taxes billed directly to the Owners of the Unit Weeks in the Unit, but which remain unpaid after the exercise of due diligence to collect such taxes.

The maintenance fee shall be prorated among all Owners of Unit weeks in a specific Unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific Owner, the denominator of which is fifty-one (51), to the total of all such expenses. The foregoing shall not apply to any Unit Week conveyed to the Association.

Notwithstanding any other provision of Article IX, the Board of Directors may, at their option, make a determination to exclude from the maintenance fee all or part of the personal property, real estate, and any other applicable taxes not billed directly to the Owners of the Unit Weeks in any Unit committed to Interval Ownership. In the event the Board of Directors makes such a determination, then the Owners of Unit Weeks shall be separately assessed for said taxes based upon the formula provided for herein for the proration of the maintenance fee.

2. All other terms and provisions of the Declaration of Condominium for Dover House, a Holiday Beach Resort, a Condominium, not specifically amended or altered hereby shall continue in full force and effect.

IN WITNESS WHEREOF, DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, has caused these presents to be executed in its name by its President and its corporate seal affixed hereto this 16 day of APRIL, 1997.

Underlined text indicates additions;  
~~Struck-through~~ text indicates deletions.



Signed Sealed and Delivered  
in the Presence of:

DOVER HOUSE CONDOMINIUM ASSOCIATION, INC.,  
a Florida corporation not-for-profit

Ruth A. Anglickis  
Print Name: RUTH A. ANGICKIS

Fred R. Seidel  
Print Name: FRED R SEIDEL

BY: [Signature]  
President  
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF LEE ) SS.

The foregoing instrument was acknowledged before me this 16 day of APRIL, 1997, by HARRY C. POWELL JR as President of DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me or ~~has produced~~ as a type of identification

My commission expires:

Ruth A. Anglickis  
Print Name: RUTH A. ANGICKIS  
Notary Public, State of: FLORIDA  
Serial Number, if any:



Ruth A. Anglickis  
MY COMMISSION # CC439629 EXPIRES  
February 19, 1999  
BONDED THRU TROY FAWN INSURANCE, INC.

Underlined text indicates additions;  
~~Struck-through~~ text indicates deletions.



AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM

THIS IS AN AMENDMENT to the Declaration of Condominium of Dover House, A Holiday Beach Resort, a Condominium as recorded in Official Records Book 3665, Page 1025, Public Records of Palm Beach County, Florida, and all amendments thereto.

The purpose of this Amendment is to reflect of record certain amendments to the By-Laws of Dover House Condominium Association, Inc., a Florida corporation not for profit and the managing entity of the condominium, as required by §718.112(1), Florida Statutes, and by Article X(4) of the By-Laws. The original By-Laws can be found at Official Records Book 3665, Page 1061, Public Records of Palm Beach County, Florida, appended to the above-referenced Declaration of Condominium as Exhibit No. 2.

Pursuant to Article X(2) of the By-Laws, the Association adopted the following changes to the By-Laws at its duly called and constituted annual meeting on November 27, 1984, as reflected by the minutes of that meeting:

Article II, Section 2 of the By-Laws is amended to add the following sub-sections:

(c) Any unit week owner who is shown as delinquent in the payment of any sums for common expenses or ad valorem real estate taxes on the books of the Association will not be permitted to use the common elements or facilities of the condominium or any Association properties until such time as full payment is made to the Association by delivery of same to the management company.

(d) Any unit week owner who is shown as delinquent in the payment of any sums for common expenses or ad valorem real estate taxes on the books of the Association will not be permitted to vote at any regular or special meeting of the Association, including the Annual Meeting.

(e) Within the meaning of (c) and (d) above, "unit week owner" shall include all owners of record, their successors, assigns, guests, invitees, proxies, licensees and lessees.

IN WITNESS WHEREOF, Dover House Condominium Association, Inc. has caused these presents to be signed in its name by its

PLEASE RETURN TO:  
DEWOLF, WARD & MORRIS, P.A.  
1475 HARTFORD BUILDING, ORLANDO, FL 32801

B4445 P0463



duly authorized president, Harry C. Powell, Jr., this 17 day  
of December, 1984.

WITNESSES:

Julius J. Williams  
Fred R. Seid

DOVER HOUSE CONDOMINIUM  
ASSOCIATION, INC.

By: Harry C. Powell, Jr.  
President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME, the undersigned authority authorized to take  
acknowledgments in the state and county aforesaid, appeared Harry  
C. Powell, Jr., as president of Dover House Condominium Associa-  
tion, Inc., a Florida corporation not for profit, and he acknowl-  
edged executing the foregoing Amendment to Declaration of Condo-  
minium freely and voluntarily on behalf of said corporation.

WITNESS my hand and seal this 17 day of December, 1984.

THIS INSTRUMENT WAS PREPARED BY:

ROBERT J. WEBB  
DeWolf, Ward & Morris  
1475 Hartford Building  
Orlando, Florida 32801

Julius J. Williams  
Notary Public  
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COM. EXPIRES FEB 20 1986  
BONDED INTO GENERAL INS. UND.

20464

RECORD VERIFIED  
LEE COUNTY, FLA  
JAN 11 1985  
CLERK CIRCUIT COURT



RETURN TO: W. SPINNER  
GR...GLE, SPINNER & I  
501 E. Atlantic Ave.  
Delray Beach, Florida  
3344

DECLARATION OF CONDOMINIUM

DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM

The following is the legal description of the real property which is being submitted to a condominium form of ownership pursuant to the Condominium Act of the State of Florida, F.S. 718 et seq., as is more fully described in the Declaration Of Condominium and Exhibits attached thereto hereafter set forth:

All that certain parcel of land lying and being in the County of Palm Beach, State of Florida, described as follows:

Lots 2 and 3 of the Williamson-Deibel Subdivision in the City of Delray Beach, Florida, according to the Plat of said subdivision on file in Plat Book 18, at Page 55, Palm Beach County, Florida, Public Records.

AND:

Lots 1 and 18, THE WILLIAMSON-DEIBEL Subdivision, in the City of Delray Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 18, Page 55.

AND:

All of the North Half (N $\frac{1}{2}$ ) of Beach Lot 22, according to the Plat of the Fractional East half of Section 16, Township 46 South, Range 43 East, on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and recorded in Plat Book 1, at page 25.

SUBJECT TO:

1. Right-of-way of Ocean Boulevard as laid out and platted of record, and to the survey known as the "Brockway Line", as recorded in Plat Book 20, Page 4.
2. Right-of-way of Gleason Street.

This Instrument was prepared by:

MARK G. LANGER, ESQUIRE  
MARK G. LANGER, P.A.  
Plaza 7000 Building  
7000 S. W. 62nd Avenue-Suite 311  
South Miami, Florida 33143



RETURN TO:  
John W. Spinner  
CRINGLE, SPINNER & DITTMER  
501 E. Atlantic Avenue  
Delray Beach, Florida 33

DECLARATION OF CONDOMINIUM

DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM

I.

SUBMISSION STATEMENT

Holiday Beach Resort of Delray Beach, Ltd., a Florida Limited Partnership, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium Property in the Survey Exhibits attached hereto as "Exhibit No. 1," which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by Unit Owners), hereby states and declares that said realty, together with improvements thereon, together with riparian and littoral rights as may be applicable and appurtenant thereto, and together with non-exclusive easements over the Property described and as set forth to this Declaration of Condominium, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718, Et Seq., and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

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

A. Declaration, or Declaration of Condominium, means this instrument, as it may be from time to time amended.

B. Association, or Condominium Association, means Dover House Condominium Association, Inc., a Florida non-profit Corporation; said entity is responsible for the operation of the Condominium.

C. By-Laws, means the By-Laws of the Association, as they exist from time to time.

D. Common Elements, means the portions of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for maintenance and operation of the Condominium, even though owned by the Association.

E. Limited Common Elements, means and includes those Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of all other Units.

F. Condominium, means that form of ownership of Condominium Property under which Units of improvements are subject to ownership by one or more Owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 718 Et Seq.).

H. Common Expenses, means the expenses for which the Unit Owners are liable to the Association.

This Instrument was prepared by:

MARK G. LANGER, ESQUIRE  
MARK G. LANGER, P.A.  
Plaza 7000 Building  
7000 S.W. 62nd Avenue-Suite 311  
South Miami, Florida 33143

83665 P1026



I. Common Surplus, means the excess of all receipts of the Association including, but not limited to, assessments; rents, profits and revenues on account of the Common Elements, over and above the amount of common expenses.

J. Condominium Property, means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

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

L. Condominium Unit, or Unit, is a Unit as defined in the Condominium Act, referring therein to each of the separate and identified Units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium Parcel includes such Unit, including its share of the Common Elements appurtenant thereto.

M. Condominium Parcel, or Parcel, means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the Owner of a Condominium Parcel.

O. Developer, means Holiday Beach Resort of Delray Beach, Ltd., a Florida Limited Partnership, its successors and assigns.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, the Developer or any assignee of a mortgage held by the Developer, or a lender generally recognized in the community as an Institutional type lender.

Q. Occupant, means the person or persons, other than the Unit Owner, in possession of a Unit.

R. Condominium Documents, means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

S. Board of Administration, or Board of Directors, means the representative body responsible for administration of the Association.

T. Management Agreement, means and refers to that certain Agreement attached to this Declaration and made a part hereof, which provides for the management of the Condominium Property.

U. Management Firm, means and refers to the entity identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium Property as provided in the Management Agreement attached to this Declaration and made a part hereof.



V. Maintenance fee, means a share of the funds required for the payment of those expenses associated with a Unit committed to Interval Ownership, which, from time to time, are assessed against the Owners of Unit Weeks within such Unit.

W. Institutional First Mortgage, means any first mortgage held by an Institutional mortgagee.

X. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 718.103, of the Condominium Act, as of the date of this Declaration.

Y. The following definitions shall refer only to those Units committed to and sold under a plan of "Interval Ownership":

1. "Interval Ownership," is a concept whereby Units and the share of the Common Elements assigned to the Unit are conveyed for periods of time, the purchaser receiving a stated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of "Unit Weeks" in each such Condominium Unit in that percentage interest determined and established by Exhibit Number 6, to the Declaration of Condominium at 12:00 noon on the first Saturday in the year 2022.

2. "Unit Week," means a period of ownership in a Unit committed to Interval Ownership which shall consist of not less than seven days.

"Unit Weeks" are computed as follows:

Unit Week No. 1, is the seven (7) days commencing on the first Saturday in each year. Unit Week No. 2, is the seven (7) days succeeding. Additional Weeks up to and including Unit Week No. 51, are computed in a like manner. Unit Week No. 52, contains the seven (7) days succeeding the end of Unit Week No. 51, without regard to the month or year plus any excess days not otherwise assigned. Unit Weeks run from noon on the first Saturday of the period to noon on the last Saturday of the period.

3. A "Unit Committed to Interval Ownership," shall be any Unit sold under a plan of Interval Ownership.

## II.

### NAME

The name by which this Condominium is to be identified shall be "Dover House, a Holiday Beach Resort, a Condominium."

## III.

### COMMITTING A UNIT TO INTERVAL OWNERSHIP

TIME SHARE ESTATES AS DEFINED IN SECTION 718.103(19), FLORIDA STATUTES, WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

A Unit shall become a Unit committed to Interval Ownership upon the recording of the first deed in said Unit, conveying Unit Weeks by the Developer. No Unit may be committed to Interval Ownership by any person, or other entity other than the Developer.



A Unit will no longer be committed to Interval Ownership any time all Unit Weeks are owned by the same legal entity. Notwithstanding the above, the Developer may assign its right to commit Units to Interval Ownership to any other entity to which it conveys substantially all Units which it owns in the Condominium Property.

There are forty seven (47) Units in this Condominium, each of which may contain fifty-two (52) Unit Weeks resulting in a maximum of two thousand four hundred forty-four (2,444) Unit Weeks in the Condominium.

IV.

IDENTIFICATION OF UNITS

The Condominium Property consists essentially of all Units and other improvements as set forth in Exhibit No. 1, attached hereto and for purpose of identification, all Units located on said Condominium Property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit No. 1," hereto attached and made a part of this Declaration. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number as to the Unit is also the identifying number as to the Condominium Parcel. The said Exhibit No. 1, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the Common Elements and of each Unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within the said Exhibit are incorporated herein and made a part hereof by reference.

V.

IDENTIFICATION OF UNITS COMMITTED TO  
INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment hereto, it shall be construed to include all Owners of Unit Weeks within any Unit committed to Interval Ownership as one Unit Owner. The respective interests of each Owner of Unit Weeks within such Unit committed to Interval Ownership with respect to each other shall be delineated on Exhibit No. 6, which is annexed to this Declaration and made a part hereof.

VI.

OWNERSHIP OF COMMON ELEMENTS

Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and Limited Common Elements, and the undivided interest, stated as percentages of such ownership in the said Common Elements and Limited Common Elements, as set forth on Exhibit No. 5, which is annexed to this Declaration and made a part hereof.



The fee title to each Condominium Parcel shall include both the Condominium Unit and the above respective undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void. The term "Common Elements" when used throughout this Declaration, shall mean both Common Elements and Limited Common Elements unless the context otherwise specifically requires.

VII.

VOTING RIGHTS

There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to), as the "Voting Member." If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a Corporate Unit Owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

Each Owner or group of Owners shall be entitled to one vote for each Unit owned. The vote of a Condominium Unit is not divisible.

Notwithstanding the above, each Owner of Unit Weeks in a Unit committed to Interval Ownership shall be entitled to vote at meetings of the Association and shall be entitled to one fifty-first (1/51st) vote for each Unit Week owned.

VIII.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium shall be shared by the Unit Owners, as specified and set forth in Exhibit No. 5. Any common surplus of the Association shall be owned by each of the Unit Owners in the same percentage specified for sharing common expense.

IX.

MAINTENANCE FEE FOR UNITS  
COMMITTED TO INTERVAL OWNERSHIP

All Owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee." The maintenance fee shall include the following applicable items:

The Unit's share of common expenses, as set forth in Paragraph VIII, above;

Repair and upkeep of the Unit for normal wear and tear (example - repainting interior walls);



Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes not billed directly to the Owners of the Unit Weeks in the Unit;

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner.

The maintenance fee shall be prorated among all Owners of Unit Weeks in a specific Unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific Owner, the denominator of which is fifty-one (51), to the total of all such expenses. The foregoing shall not apply to any Unit Week conveyed to the Association.

Notwithstanding any other provision of Article IX, the Board of Directors may at their option, make a determination to exclude from the maintenance fee all or part of the personal property, real estate, and any other applicable taxes not billed directly to the Owners of the Unit Weeks in any Unit committed to Interval Ownership. In the event the Board of Directors makes such a determination, then the Owners of Unit Weeks shall be separately assessed for said taxes based upon the formula provided for herein for the proration of the maintenance fee.

X.

MAINTENANCE WEEK IN UNITS  
COMMITTED TO INTERVAL OWNERSHIP

Upon conveying forty (40) Unit Weeks in any Unit committed to Interval Ownership, or one (1) year from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever comes first, the Developer agrees to convey and the Association agrees to accept one Unit Week to be used for maintenance purposes. The Developer shall have the right to choose the Unit Week to be so conveyed. In the event any one person, or other legal entity, becomes holder of record title to all Unit Weeks in any one Unit, that person, or other legal entity, may cause the Association to convey said Unit Weeks conveyed to the Association to it by notifying the Association, in writing, of its desire that said Unit cease being a Unit committed to Interval Ownership. The Association shall execute the necessary instruments to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.



XI.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than fifty-one percent (51%) of the total vote of the members of the Association.

All amendments shall be recorded and certified as required by the Condominium Act. Subject to the provisions of Article VIII, no amendment shall change any Condominium Parcel, nor a Condominium Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record, nor shall the provisions of Article XV, of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No amendment to this Declaration, or the exhibits thereto, shall change the rights and privileges of the Developer without the Developer's written approval.

Notwithstanding the foregoing paragraphs of this Article XI:

A. The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the party wall between any Condominium Units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by the amendment of this Declaration with a Survey attached, reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered Units and the consent of the Unit Owners, the Association, the Owner and holder of any lien encumbering any other Condominium Unit or Unit Week, or any others, shall not be required. The Survey shall be certified in the manner required by the Condominium Act.

B. The Developer, so long as it owns more than ten percent (10%) of the Condominium Units or Unit Weeks in the Condominium, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary in its sole discretion provided that such amendment shall not change the rights and privileges of Institutional Mortgagees, increase the proportion of common expenses nor decrease the Ownership of Common Elements borne by the Unit Owners, change a Unit Owner's voting rights or change the size of the Common Elements to the prejudice of the Unit Owners. Said amendment need only be executed and acknowledged by the Developer and the consent of the Unit Owners, the Association, the Owner and holder of any lien encumbering a Condominium Unit or Unit Week in this Condominium, or any others shall not be required.



XII.

BY-LAWS

The operation of the Condominium's Property shall be governed by the By-Laws of the Association, which are set forth in a document which is annexed to this Declaration, marked Exhibit No. 2, and made a part hereof.

No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written approval. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article XI, above, and said amendment shall be recorded in the Public Records of Palm Beach County, Florida.

XIII.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Association, which has been organized pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as, all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being annexed hereto as Exhibit No. 3, and made a part hereof, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

Every Owner of a Condominium Parcel, whether he has acquired his Ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association, the provisions of this Declaration and the Management Agreement.

XIV.

ASSESSMENTS

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

The common expenses shall be assessed against each Condominium Parcel Owner as provided for in Article VIII, of this Declaration.



Assessments, installments, maintenance fees and holdover charges as defined in Article XVI, E, that are unpaid for over ten (10) days after due date shall bear interest at the maximum rate permitted by law, from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00, or such amount as is specified in the Rules and Regulations adopted by the Board of Directors, shall be due and payable. Regular assessments shall be due and payable monthly on the first of each month and monthly bills for same shall not be mailed or delivered to Unit Owner.. Maintenance fees for Units committed to Interval Ownership shall be due and payable on the first day of January, April, July and October in advance, unless otherwise ordered by the Board of Directors.

The Association shall have a lien on each Condominium Parcel for unpaid assessments, maintenance fees and holdover charges together with interest thereon, against the Unit Owner of such Condominium Parcel, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fees and holdover charges or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fees and holdover charges by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment, maintenance fee or holdover charges lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel for the period of time said Parcel is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff, in such foreclosure, shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the Property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other Purchaser of a Condominium Unit, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses, or assessment by the Association pertaining to such Condominium



Parcel, or chargeable to the former Unit Owner of such Parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses, or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Condominium Parcel or Unit Week in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including Purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments, maintenance fees and holdover charges due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments, maintenance fees, or holdover charges to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.

XV.

INSURANCE PROVISIONS

I. INSURANCE

A. Purchase of Insurance: The Association shall obtain the insurance described herein together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees, as their interests may appear. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee or upon the written request of the Developer with such party as the Developer shall designate. All Institutional Mortgagees who own and hold a first mortgage on a Condominium Unit or Unit Week shall have a right to receive a certified copy of the insurance policy(s) which are obtained pursuant to this Article XV, and the party responsible for obtaining said policy(s) shall (a) cause certified copies of said policy(s) to be delivered to all Institutional Mortgagees upon receipt of same, (b) cause to be delivered to all Institutional Mortgagees, not later than 30 days prior to the expiration of any insurance policy, a certified copy of a binder or certificate of the insurer evidencing the replacement thereof and not later than 15 days prior to the expiration of such policy(s), a certified copy of the new policy(s), and (c) cause to be delivered to all Institutional Mortgagees, evidence as to the payment of all premiums due on insurance policies obtained, pursuant to this Article XV. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.



**B. Coverage:**

(1) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount which shall be not less than eighty (80%) percent of the full insurable value (actual replacement value), and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors of the Association in accordance with generally accepted insurance practices. Such coverage shall afford protection against:

- (a) Loss or damage by fire, flood, lightning and such other risks as are included in coverage of the type known as the broad form of supplemental or extended coverage; and
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including but not limited to, vandalism and malicious mischief.

(2) Public Liability including personal injury and property damage, insurance applicable to the Condominium Property in such amounts as shall be determined annually by the Board of Directors of the Association.

(3) Insurance On Units Committed to Interval Ownership. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership, in such amounts and with such coverage as shall be determined annually by the Board of Directors, which shall include, but not be limited to additional living expense coverage. The named insured shall be the Association, individually and as agent for all of the Unit Week Owners in each such Unit, without naming them, and as agent for their mortgagees. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with Exhibit No. 6, to the Declaration. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit in accordance with Exhibit No. 6, to the Declaration. Deficits shall be treated as part of the maintenance fee next due.

(4) Workmen's Compensation policy to meet the requirements of law.

(5) Such Other Insurance as the Board of Directors of the Association shall determine from time to time desirable.

C. Premiums: Premiums upon insurance policies other than insurance policies on Units committed to Interval Ownership, as provided for herein, purchased by the Association, shall be paid by the Association as a common expense.

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D. Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Building is to be Restored - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Building is Not to be Restored - An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

(1) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners. Remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgage of a Unit and may be enforced by such Mortgagee.

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(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(4) Certificate. In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent: The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Notice of Insurance Coverage: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

## II. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair: If any part of the Common Elements or any building containing Condominium Units shall be damaged by casualty, the damaged Property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(1) Certificate. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged Property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair required by this Article XV, must provide for an equal number of Units if the damaged improvement is a building containing Condominium Units, and shall be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged Property is a building containing Condominium Units, such approval shall be by the Owners and Institutional Mortgagees of not less than 50% of the Common Elements, including the Owners and Institutional Mortgagees of all damaged Units, which approval shall not be unreasonably withheld. All reconstruction or repairs shall be in accordance with applicable law, regulation, local

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ordinance or the action of a governmental authority having jurisdiction. The Association shall use its best efforts to overcome any prohibition on reconstructing or repairing a damaged improvement including, without limitation, resort to administrative and/or judicial remedies, unless the Association's legal counsel shall have rendered an opinion to the Association that the likelihood of success of such action is remote. If reconstruction or repair of a damaged improvement containing Condominium Units is prohibited, and the Condominium Units contained therein are not tenantable, the Condominium will be terminated as elsewhere provided. In the event insurance proceeds are insufficient to cover the expenses of reconstruction, the Board of Directors shall levy a special assessment against the Unit Owners to cover any deficit.

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

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to Property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their shares in the Common Elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners, in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

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

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.



(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collection of assessment against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors, provided, however, that upon request to the insurance trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (c) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the insurance trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and mortgagee jointly, who may use such proceeds as they may be advised.
- (d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.



- (e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XVI.

USE AND OCCUPANCY

A. Use Restriction: The Owner of a Unit shall occupy and use his Unit as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict the Developer, or any successor in interest to the Developer, from selling and/or conveying any Unit under a plan of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way, transferring same, at any time under said plan of Interval Ownership.

B. Prohibited Acts: The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, municipal or illegal acts in or about the Condominium Property.

C. Restrictions on Alterations: The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Units nor the Limited Common Elements or the Common Elements,



nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, Limited Common Elements or Common Elements; nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium Property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

D. Common Elements: No person shall use the Common Elements and Limited Common Elements or any part thereof, or a Condominium Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Board of Directors.

E. Holdover Interval Owners: In the event any Owner of a Unit Week in a Unit committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Board of Directors from time to time, he shall be deemed a "Holdover Owner." It shall be the responsibility of the Association to take such steps as may be necessary to remove such Holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the Holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association shall secure, at its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any Holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The Holdover Owner shall be responsible for the following "holdover charges": the cost of such alternate accommodations; any other costs incurred due to this failure to vacate; and an administrative fee of one hundred (\$100.00) dollars, per day, or such administrative fee which is specified in the Rules and Regulations adopted by the Board of Directors during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the Holdover Owner, although the administrative fee shall cease upon actual vacating by the Holdover Owner.

The Association shall submit a bill to the Holdover Owner in accordance with this paragraph for the holdover charges. In the event the Holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said Holdover Owner's Unit Weeks in accordance with the provisions of Article XIV, hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law.



XVII.

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium Property and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium Property and other type properties. The Contractor or Manager may be authorized to determine the budget, make assessments for common expenses and maintenance fees and collect assessments and maintenance fees subject to the approval of the Board of Directors as provided by this Declaration, By-Laws, and Exhibits to the Declaration.

B. Each Owner of a Unit not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building whether within a Unit or part of the Limited Common Elements without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Unit committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Unit, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other costs of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein. The Association shall be responsible for the maintenance and repair of all of the items described herein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the Common Elements, Limited Common Elements, outside or exterior portion of the buildings whether within a Unit or part of the Limited Common Elements or Common Elements, exterior or interior of his Unit, or of the furnishings, appliances, personal property, or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

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(4) The Association, shall determine the interior color scheme, decor and furnishings, of each such Unit, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Units, including Owners of Unit Weeks in Units committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, Limited Common Elements or the Common Elements, or to determine in case of emergency, circumstances threatening Units, Limited Common Elements or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on the Common Elements, Limited Common Elements, or his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Unit fails to maintain the said Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the Property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit.

Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme of the buildings and all exteriors, and interior color scheme of the Common Elements, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and all Property not required to be maintained, repaired and/or replaced by the Unit Owners. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an agreement



with such firms or companies as it may determine to provide certain services and/or maintenance for and on behalf of the Unit Owners whereby maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said agreements shall be on behalf of all Unit Owners and the assessments due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said agreement with the same force and effect as though said Unit Owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the Unit Owners. The aforesaid assessment shall be deemed to be an assessment under the provisions of Article XIV, of this Declaration.

XVIII.

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are designated as "Limited Common Elements," and are shown and located on the Surveys annexed hereto as "Exhibit No. 1." Any expense for the maintenance, repair or replacement relating to Limited Common Elements shall be treated as and paid for as part of the common expenses of the Association unless otherwise specifically provided in this Declaration and Exhibits attached hereto. The Limited Common Elements are comprised of the private balconies, porches and private areas appurtenant to some of the Units as described in Exhibit No. 1.

XIX.

TERMINATION

A. If fifty-one (51%) percent of the Unit Owners and holders of all liens and mortgages affecting any of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if there exists a prohibition on the reconstruction or repair of a damaged improvement containing Condominium Units which are not tenable, as required by Article XV, said Property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements upon termination of the Condominium.

B. It is understood that in the year 2022, the Purchasers of Units committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units



committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional ten (10) year period. This process shall be repeated as the end of each successive ten (10) year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall take the necessary steps to discontinue the Interval Ownership program at the Condominium, at which time the Board of Directors of the Association and each Owner of a Unit Week in a Unit committed to Interval Ownership shall have the right to take such action as is permitted by this Declaration and laws of the State of Florida. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Palm Beach County, Florida for partition of the Units, if permitted by applicable law.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Unit, and as between Owners to use and enjoy the Common Elements of the Condominium, and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association), to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership with respect to his Unit other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Unit and all furnishings in good condition and repair during his Unit Weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

Subject to the laws of the State of Florida, no Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of the Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XX.

#### USE OF COMMON ELEMENTS AND RECREATIONAL FACILITIES

The Association, its members, the Developer and its successors and assigns and all parties who own an interest in and to the recreational facilities agree that they shall not have any right to bring any action for partition or division of the real Property that constitutes said recreational facilities and said parties do hereby waive said rights of partition or division of said recreational facilities. The initial Rules and Regulations, and all Amendments thereof and revision thereof pertaining to use of the Common Elements and recreational facilities shall be posted in conspicuous places on the Common Elements or recreational



facilities. The Unit Owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said Unit Owners, their family, guests, invitees, lessees and servants. Should a Unit Owner fail to pay an assessment for common expenses or his maintenance fee, as required under the terms of this Declaration of Condominium for the period of time specified herein whereby said assessment or maintenance fee becomes delinquent, the Association may deny the Unit Owner and/or the authorized user of the recreational facilities the use and enjoyment of same until such time as all assessments or maintenance fees are paid. The Association shall further have the right in its sole discretion to suspend any Unit Owner and/or authorized user of said recreational facilities from the use of same for a period not to exceed thirty (30) days for any infraction of the promulgated Rules and Regulations pertaining to said recreational facilities, and in the case of a Unit committed to Interval Ownership for a period not to exceed seven (7) days. Should the Unit Owner or the authorized user of said recreational facilities rights to use same be suspended, there shall be no reduction in the assessments or maintenance fees due and payable by said Unit Owner or authorized user. In the case of a Condominium Unit committed to Interval Ownership, all sanctions, as outlined above, shall be limited to the delinquent Unit Week Owner and shall be of no force and effect against non-delinquent Owners of Unit Weeks in such Condominium Unit committed to Interval Ownership.

Any person who is the Owner of a Condominium Parcel, together with members of his family, social guests, lessees, invitees and licensees, may use the recreational facilities. Where a corporation is a Parcel Owner, the use of said recreational facilities shall be limited at any one time to such Officer, Director or employee of said corporation who is in actual residence or possession of the Unit and such individual shall be deemed to be the Condominium Parcel Owner for the purposes of this paragraph. Where a party owns one Condominium Unit and leases same, the lessee shall be entitled to the use of the recreational facilities and said lessee's rights thereto shall be the same as though said lessee were the Unit Owner and during the term of said lease the Unit Owner and his family shall not be entitled to the use of the recreational facilities. Use of the recreational facilities by Owners of Unit Weeks in Units committed to Interval Ownership, or any other person using the facilities through said Owner, shall be limited to the period of Ownership each year of said Owner of Unit Weeks in such Unit.

XXI.

MANAGEMENT AGREEMENT

A. Pursuant to the provisions of Article XVII A, the Association has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit No. 4, and made a part hereof. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.



(3) Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

## XXII.

### MISCELLANEOUS PROVISIONS

A. The Owners of the respective Condominium Units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium Units, nor shall the Unit Owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Condominium Units which are utilized for or serve more than one Condominium Unit, which items are, by these presents, hereby made a part of the Common Elements. Said Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said Unit Owner's Condominium Unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc., however, all load bearing walls are a part of the Common Elements to the unfinished surface of said walls.

B. The Owners of the respective Condominium Units agree that if any portion of a Condominium Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the Condominium building is partially or totally destroyed and then rebuilt, the Owners of the Condominium Parcels agree that encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforedescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No Owner of a Condominium Parcel may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Condominium Unit committed to Interval Ownership, the maintenance fee, by waiver of the use and enjoyment of any of the Common Elements or the recreation facilities or by the abandonment of his Condominium Unit.

D. The Owners of each and every Condominium Parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be



construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel. Subject to the provisions of Article IX, ad valorem taxes on a Unit committed to Interval Ownership shall be paid by the Association and said taxes shall be collected as part of the maintenance fee in the event the Unit Week Owners are not billed individually for ad valorem taxes.

For this purpose of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements," shall be considered a Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits attached hereto, and any amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including, but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the Condominium Property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and any amendments thereof.

F. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation and Management Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place of residence on file with the Condominium Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration.

Notices to the Developer shall be delivered by mail at: Holiday Beach Resort of Delray Beach, Ltd., 110 South Ocean Boulevard, Delray Beach, Florida 33444.

Notices to the Management Firm shall be delivered by mail at: Interval Management of America, Inc., 9600 South Tamiami Trail, Suite 208, Fort Myers, Florida 33907.



All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein, shall not require an amendment to the Declaration.

H. The Developer shall have the right so long as one (1) Condominium Unit or Unit Week is being held by the Developer for sale in the ordinary course of business to use such portions of the Common Elements as the Developer shall determine in its sole discretion for the purpose of aiding in the sale of Condominium Units and/or Unit Weeks including the right to use portions of the Condominium Property for parking for prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the Common Elements.

I. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, and the Condominium Act of the State of Florida. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

J. The Board of Directors of the Condominium Association, when authorized by a vote of the majority of the total vote of the members of the Association, may, individually, or together with other Condominium Associations and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to country clubs, golf clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of Ownership, rental fees, membership fees, operations, replacements and other undertakings in connection therewith shall be included in the common expense assessment.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.



L. The captions used in this Declaration of Condominium and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

M. Where an Institutional First Mortgage, by some circumstance, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

N. Subject to the provisions of Section 718.618 (7) of the Condominium Act, the Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimates only and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

O. Condominium Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Unit or Unit Week, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

P. No Condominium Parcel Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property, nor shall any Owner of Unit Weeks within any Condominium Unit committed to Interval Ownership have any right to bring any such action with reference to other Owners of Unit Weeks in such Condominium Unit, if permitted by law, until such time as is provided for in Article XIX.

The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other Purchasers of Unit Weeks, in each such Condominium Unit as set forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership, shall have the right to separate the estate for years from the remainder interest.

Q. The real Property submitted to Condominium Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matters of record and the rights of the United States of America, the State of Florida or any governmental authority or agency as to any submerged lands and as to any lands lying below the natural ordinary high-water line of the surrounding bodies of water, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, utility service, and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to accept and grant such easements and designate the beneficiaries thereof for such time as the Developer determines in its sole discretion, and thereafter, the Association shall be empowered to accept and grant such easements on behalf of its members. During the period of time



7CNIJ C00007

- D-27-

## DEVELOPER'S RIGHT TO ADD ADDITIONAL RECREATIONAL FACILITIES

ARTICLE XXIII.



such other alterations and additions to the Common Elements as the Developer deems necessary in its sole discretion. Upon completion of construction of the above described recreational facilities, or such other alteration and additions to the Common Elements, the Developer shall record an amendment of this Declaration, with a Survey attached, reflecting the final location of the recreational facilities, or such other alterations and additions to the Common Elements, and said amendment need only be executed and acknowledged by the Developer and the consent of the Condominium Association, the Unit Owners, or the Owner and holder of any mortgage encumbering a Condominium Unit or Unit week in this Condominium shall not be required. The Survey shall be certified in the manner required by the Condominium Act.

IN WITNESS WHEREOF, HOLIDAY BEACH RESORT OF DELRAY BEACH, LTD., a Florida Limited Partnership has caused these presents to be signed in its name by its General Partner this 26 day of January, 1982.

Signed, sealed and delivered  
in the presence of:

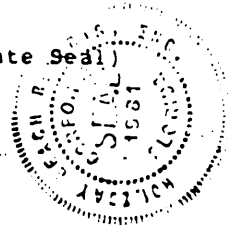
HOLIDAY BEACH RESORT OF DELRAY  
BEACH, LTD., a Florida Limited  
Partnership

By: HOLIDAY BEACH RESORTS, INC.,  
a Florida Corporation,  
General Partner

By: Earl D. Wilson  
Earl D. Wilson,  
President

Gerrice Jennings  
John W. Cal

(Corporate Seal)



B3665 P1053



STATE OF TENNESSEE  
COUNTY OF WASHINGTON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EARL D. WILSON, as President of HOLIDAY BEACH RESORTS, INC., a Florida Corporation, as General Partner of HOLIDAY BEACH RESORT OF DELRAY BEACH, LTD., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and affixed thereto is the official seal of said Corporation, and the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 26 day of January, 1982.

G. Carole Crumley  
Notary Public

My Commission Expires: 1/30/85



FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, COVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above described Corporation, a Florida Corporation not-for-profit, has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary, this 26 day of January, 1982.

Signed, sealed and delivered  
in the presence of:

James Finkbeiner  
David C. Combs

DOVER HOUSE CONDOMINIUM ASSOCIATION, INC.

By: David C. Combs (SEAL)  
David C. Combs,  
President

ATTEST: John W. Spinner (SEAL)  
John W. Spinner,  
Secretary

(ASSOCIATION)

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

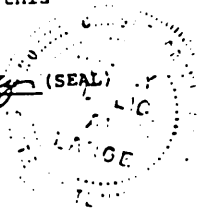
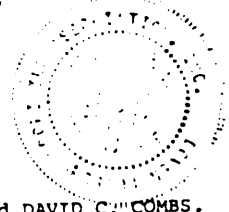
BEFORE ME, the undersigned authority, personally appeared DAVID C. COMBS, to me well known to be the person described in and who executed the foregoing instrument as President of DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, and he acknowledged before me that he executed such instrument as such officer of said Corporation, and that the seal affixed thereto is the corporate seal of said Corporation.

WITNESS my hand and official seal at said county and state, this 26 day of January, 1982.

G. Carole Crumley (SEAL)  
Notary Public

My Commission expires:

1/30/85



03663 P1U34



COUNTY OF PALM BEACH )

WITNESS my hand and official seal at said county and state, this 2nd day of January, 1982.

Eric R. Strat (SEAL)  
Notary Public, State of Florida

Notary Public State of Florida  
My Commission Expires Oct 22, 1985  
Bonded thru Jan 1st, 1986, Insurance, etc.

SECRET

33665 P1055

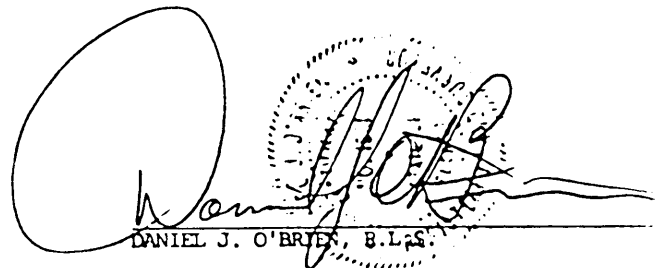


STATE OF Florida       )  
                                   )  
 COUNTY OF PALM BEACH   )

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgements, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and stated as follows:

1. That he is the duly registered land surveyor under the Laws of the State of Florida, holding Certificate No. 1601.
2. That this Exhibit "1" to the Declaration of Condominium for DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM in four (4) sheets delineates the existing improvements and certain proposed improvements on the condominium property.
3. Affiant hereby certifies that the construction of the existing improvements shown is complete and that the said Exhibit "1" to the Declaration of Condominium, together with the wording of the declaration relating to matters of survey is a correct representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

FURTHER AFFIANT SAYETH NAUGHT

  
 DANIEL J. O'BRIEN, S.L.S.

SWORN TO AND SUBSCRIBED before me  
 this 23<sup>rd</sup> day of Sept., 1981,


  
 Notary Public, State of Florida at Large

EXHIBIT "1"

Sheet 1 of 4 sheets

83663 RIUS6



03000 21021

# DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM

SURVEY MAP



NOTES:  
1. THIS SURVEY MAP WAS PREPARED BY THE ENGINEER AND SURVEYOR, O'BRIEN, SUITER & O'BRIEN, INC., FOR THE PURPOSE OF SHOWING THE LOTS AND UNITS OF THE DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM, AS SHOWN ON THE PLAT OF THE DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM, FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, BOOK 10, PAGE 1000.  
2. THE LOTS AND UNITS SHOWN ON THIS SURVEY MAP ARE BASED ON THE PLAT OF THE DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM, FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, BOOK 10, PAGE 1000.  
3. THE LOTS AND UNITS SHOWN ON THIS SURVEY MAP ARE BASED ON THE PLAT OF THE DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM, FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, BOOK 10, PAGE 1000.  
4. THE LOTS AND UNITS SHOWN ON THIS SURVEY MAP ARE BASED ON THE PLAT OF THE DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM, FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, BOOK 10, PAGE 1000.  
5. THE LOTS AND UNITS SHOWN ON THIS SURVEY MAP ARE BASED ON THE PLAT OF THE DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM, FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, BOOK 10, PAGE 1000.

LEGEND:  
1. UNITS ARE RESERVED FOR  
HIT TUBS & UNIT DESIGNATION

LEGEND:

UNITS ARE RESERVED FOR  
HIT TUBS & UNIT DESIGNATION

EXHIBIT No. 1

SHEET 2 OF 4 SHEETS

UNITS ARE RESERVED FOR  
HIT TUBS & UNIT DESIGNATION

O'BRIEN, SUITER & O'BRIEN, INC.  
ENGINEERS, SURVEYORS, LAND PLANNERS  
Dade County, Florida

DATE: 1981  
BY: J. M. O'Brien

10000 21021

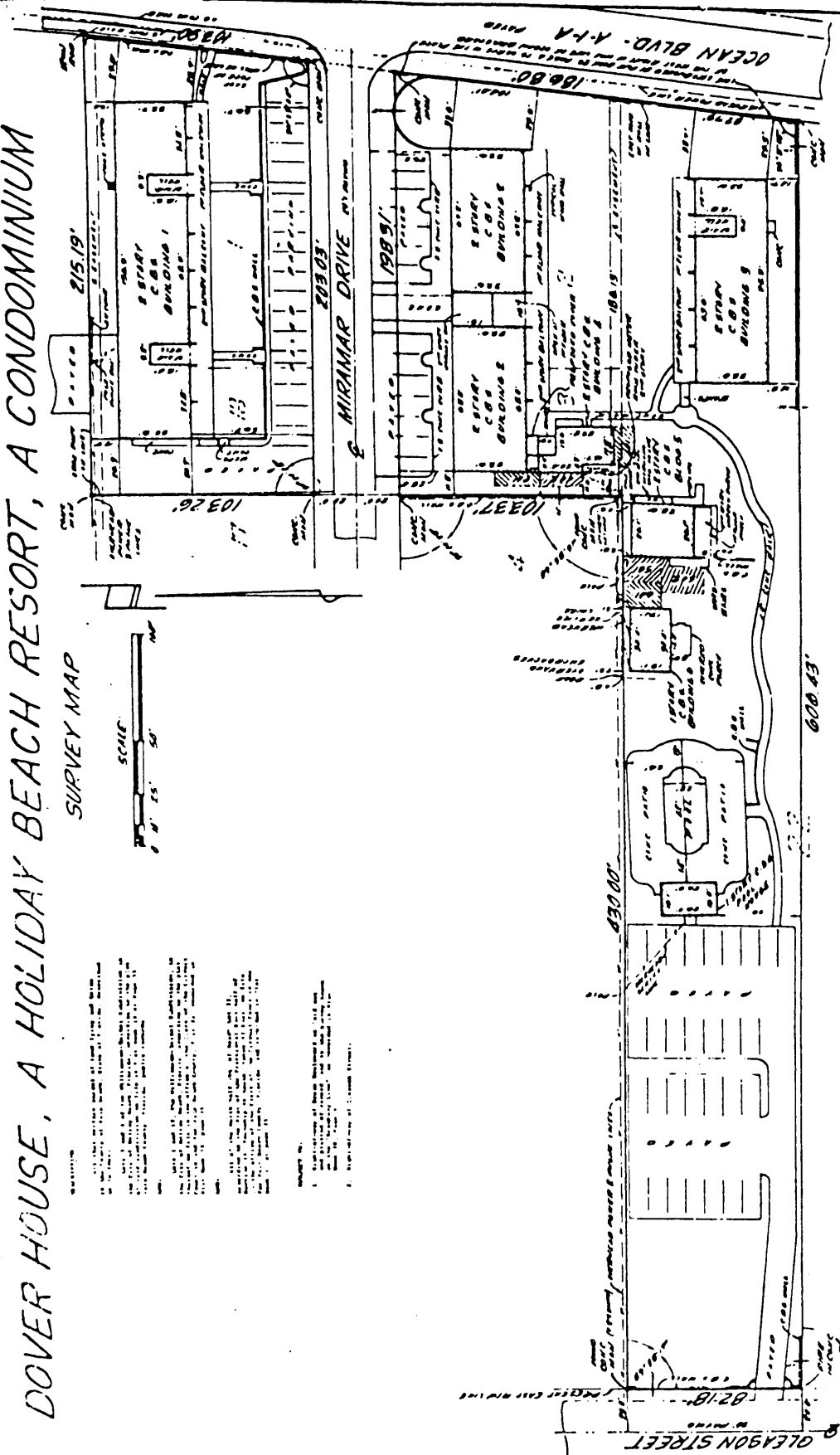


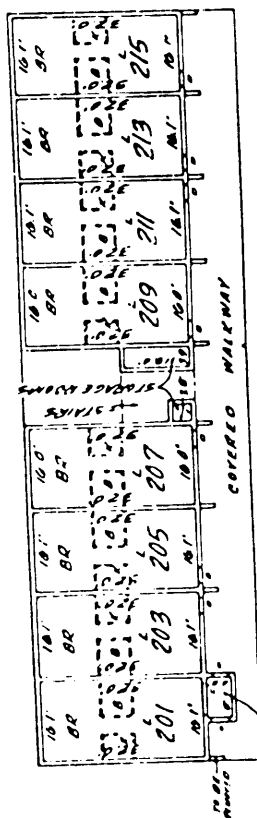


Diagram of a covered walkway with stalls numbered 101 to 115. The stalls are arranged in a row, with dimensions for each stall and the walkway itself.

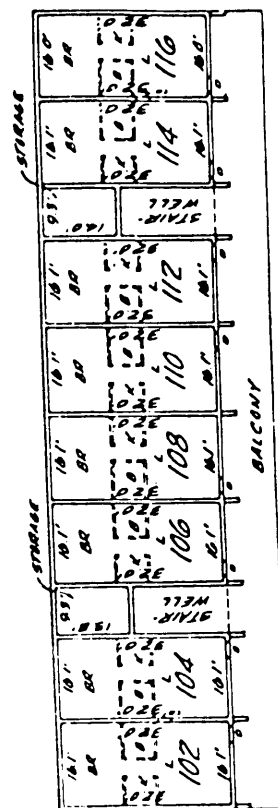
Stall Number	Stall Width	Stall Depth	Walkway Width
101	10' 1"	5' 6"	10' 0"
102	10' 1"	5' 6"	10' 0"
103	10' 1"	5' 6"	10' 0"
105	10' 1"	5' 6"	10' 0"
107	10' 1"	5' 6"	10' 0"
109	10' 1"	5' 6"	10' 0"
111	10' 1"	5' 6"	10' 0"
113	10' 1"	5' 6"	10' 0"
115	10' 1"	5' 6"	10' 0"

Labels on the diagram include "COVERED WALKWAY" and "WATER BOWL".

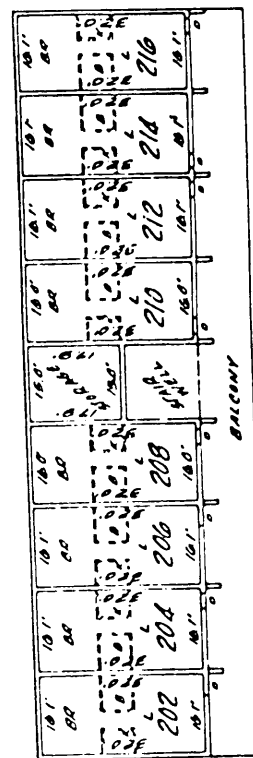
BUILDING 1 FIRST FLOOR  
L.B. 19.12 0.00 27.37



BUILDING 2 FIRST FLOOR  
4.05 ± 10.07 4.05 ± 25.08



BUILDING / SECOND FLOOR  
/ 8-2827 U.S.-3014



BUILDING 2 SECOND FLOOR  
18-1-2075 08-1-9852

LEGEND:

KEY TO ROOMS  
BR - BEDROOM  
K - KITCHEN  
B - BATHROOM  
L - LIVING ROOM

EXHIBIT No. 1

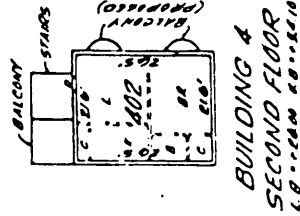
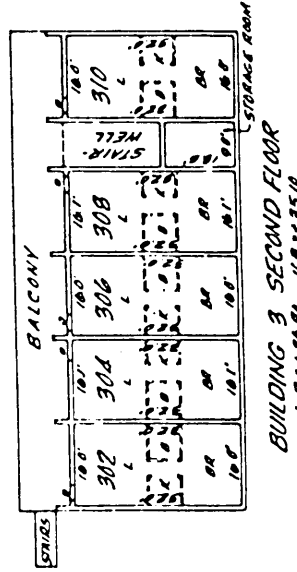
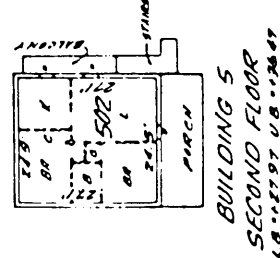
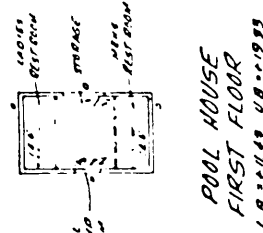
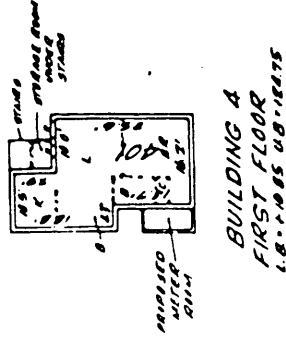
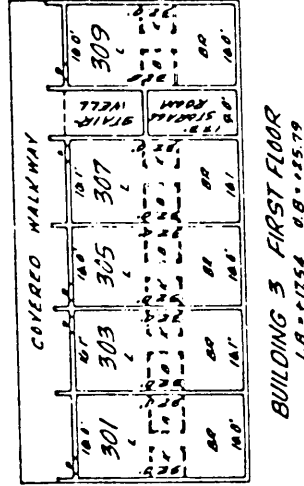
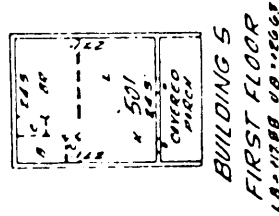
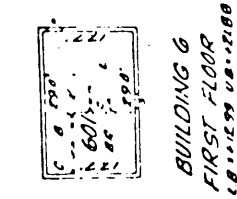
**O'BRIEN, SUITER & O'BRIEN, INC.**  
ENGINEERS, SURVEYORS, LAND PLANNERS  
Dulany Beach, Delaware 19934



B3665 P1059

# DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM

## FLOOR PLANS



### LEGEND:

- 1. 1" = 10'-0" SCALE
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- 100. 1" = 10'-0" SCALE

- KEY TO ROOMS:
- BR - BEDROOM
- K - KITCHEN
- B - BATHROOM
- L - LIVING ROOM
- C - CLOSET

NOTE: THE ATTACHED PARTIALS SHOWING ONLY THE  
50% SIZE AND ARE NOT TO BE USED FOR THE  
LOCATIONS THEREIN ARE WITHIN THE  
PROJECT'S SCALE

EXHIBIT No. 1  
SHEET & OF 8 SHEETS

O'BRIEN, SMITH & O'BRIEN, INC.  
ENGINEERS, SURVEYORS, LAND PLANNERS  
Duluth, Georgia - Baytown Beach, Florida  
Scale: 1" = 10'-0"



EXHIBIT 2 TO DECLARATION OF CONDOMINIUM

BY-LAWS

REFER TO EXHIBIT "6" TO THIS PUBLIC  
OFFERING STATEMENT



EXHIBIT 3 TO DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION

REFER TO EXHIBIT "4" TO THIS PUBLIC  
OFFERING STATEMENT



**MANAGEMENT AGREEMENT  
BETWEEN  
DOVER HOUSE CONDOMINIUM ASSOCIATION, INC.  
AND  
INTERVAL MANAGEMENT OF AMERICA, INC.**

THIS AGREEMENT, made and entered into on the date last appearing in the body of this instrument, by and between the Florida Corporation whose name appears at the end of this Agreement as the Management Firm, hereinafter called the "Management Firm," and that certain Florida Corporation not for profit whose name appears at the end of this instrument as the Condominium Association, hereinafter called the "Association," which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

WITNESSETH:

THAT, WHEREAS, the Association is the Association responsible for the operation of that certain Condominium to be known as Dover House, a Holiday Beach Resort, a Condominium, and said Association is desirous of entering into a Management Agreement for the management of said Condominium; and

WHEREAS, the Management Firm is desirous of furnishing such management services; and

NOW, THEREFORE, for and in consideration of the mutual promises contained, it is agreed by and between the parties, as follows:

1. That the foregoing recitals are true and correct.

2. That the terms used in this Management Agreement shall be defined as said terms are defined and used in the Condominium Act, or in the Declaration of Condominium to which this Management Agreement is attached as Exhibit No. 4.

3. The Association does hereby employ the Management Firm as the exclusive Manager of the Condominium Property and the Management Firm hereby accepts such employment.

4.(A) The term of this Agreement shall be for three (3) years, commencing as of the date hereof, provided, however, that the Management Firm may, upon sixty (60) days written notice given to the Association, terminate and cancel this Agreement as of the last day of such month as is specified in the Notice of Cancellation. Thereafter, it shall be automatically renewed for successive three (3) year periods until terminated at a duly authorized meeting of the Owners by a majority of the total votes of all of the members of the Association, or by the Management Firm notifying the Association in writing that it will not renew this Agreement at such renewal date.

(B) Notwithstanding the foregoing, the Association may terminate this Agreement, as provided under the provisions of F.S. 718.302 and 721.14.

5. The Management Firm shall perform by way of illustration and not of limitation, the following services:

(A) Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Condominium, including a Manager, who, in each instance, shall be the employees of the Management Firm, as the Management Firm, in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.



(B) To maintain and repair the Condominium Property and the Common Elements of said Condominium to the same extent that the Association is required to maintain and repair same, as provided in said Condominium's Declaration of Condominium and Exhibits attached thereto. For any one item of repair, replacement or refurbishing as to the Condominium, the expense incurred as to the Condominium as a whole, shall not exceed the sum of two thousand five hundred dollars (\$2,500.00), unless specifically authorized by the Board of Directors of the Association, except, however, in the case of an emergency, the Management Firm is authorized to expend any sum necessary to protect and preserve the Property.

(C) Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

(D) To enter into contracts for garbage and trash removal, vermin extermination, and other services, subject to the approval of the Board of Directors and make all such contracts and purchases in either the Association's or Management Firm's name, as the Management Firm shall elect.

(E) To purchase equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Condominium. Purchases shall be in the name of the Management Firm, or the Association, as the Management Firm shall elect.

(F) Cause to be placed or kept in force all insurance required or permitted in the Declaration of Condominium; to act as Agent for the Association, each Unit Owner, and for each Owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive on behalf of the insured parties, all insurance proceeds, subject to the provisions of the Declaration of Condominium.

(G) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws and pursuant to the Condominium Act; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be available for inspection by Unit Owners or their authorized representatives at reasonable times. As a standard procedure, the Management Firm shall render to the Association a statement for each calendar year no later than the April 1st next thereafter. The Management Firm shall arrange for an annual independent audit of the Association's books and financial records to be conducted by a certified public accountant in accordance with the standards of the Accounting Standards Board of the American Institute of Certified Public Accountants. A copy of the audit shall be forwarded to the officers of the Association.

(H) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the



source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the office of the Management Firm, and shall be available for inspection by Unit Owners or their authorized representatives at reasonable times. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

(I) The Management Firm shall determine the budget as to the Condominium for the term of the Management Agreement, subject, however, to the approval of the Board of Directors. Upon said budgets being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Condominium for the year, and said Management Firm shall specify therein each Unit Owner's share thereof. Should an increase in assessments be required or a special assessment be required during the year, the same shall be determined and made by the Management Firm subject to the approval of the Board of Directors and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the assessments based upon the foregoing. The assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct subject to the approval of the Board of Directors; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with impunity, purchase or contract for same subject to the approval of the Board of Directors with such person or party as it deems advisable and in the best interests of the Association and the Management Firm, without the necessity of obtaining the best price. Where the Management Firm does not submit an operating budget for the ensuing year to the Association as herein set forth, the operating budget for the current year shall be deemed to apply to the ensuing year and, in such case, each Unit Owner's share of same shall continue in the same amount subject, however, to the right of the Management Firm to increase assessments subject to the approval of the Board of Directors during the year or levy a special assessment subject to the approval of the Board of Directors where it determines that same is necessary or advisable subject to the applicable provisions of the Declaration of Condominium.

(J) Have sole authority and responsibility to maintain and replace the personal property within Units committed to Interval Ownership, and in such capacity to:

1. Determine the maintenance fee, proration of any applicable taxes, and other common expenses applicable to those Condominium Units committed to Interval Ownership, subject to the approval of the Board of Directors as defined in and provided for in the Declaration of Condominium. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such Units, decor, and all other decisions relating to Units committed to Interval Ownership; notwithstanding the foregoing, all



replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor, as originally contained in such Unit at the time it is committed to Interval Ownership.

2. It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same, subject to the approval of the Board of Directors.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other condominiums or entities which the Management Firm manages.

(L) May cause a representative of its organization to attend meetings of the Unit Owners and of the Board of Directors of the Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of Unit Owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties.

(M) Promulgate, adopt and amend Rules and Regulations as it deems advisable subject to the approval of the Board of Directors in its sole discretion for the use and occupancy of the Condominium's Common Elements, Limited Common Elements and Units therein, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

(N) The Management Firm shall cause such alterations and/or additions to the Common Elements or Limited Common Elements of the Condominium Property, to be made as authorized by the Board of Directors of the Association and its members where required, pursuant to and in accordance with said Condominium's Declaration of Condominium and Exhibits attached thereto. As to the foregoing, the Management Firm shall be paid for the cost of its personnel and overhead, materials and equipment in regard thereto, and any and all contractors, subcontractors or materialmen as are required therefor.

(O) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder, and to employ same on such basis as it deems most beneficial.

(P) Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion necessary subject to the approval of the Board of Directors as to the Common Elements of the Condominium, and by agreement grant concessions and licenses subject to the approval of the Board of Directors to persons to provide facilities and



services as to and within the Condominium and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Condominium and to purchase same on behalf of and at the cost and expense of the Condominium Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Condominium Association; and all expenses appertaining thereto shall likewise be borne by said Condominium Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services as specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

(Q) Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the provisions of the Declaration of Condominium.

(R) Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and all Exhibits attached to said Declaration.

(S) If maintenance of the Condominium referred to in the Declaration of Condominium to which this Management Agreement is attached as Exhibit No. 4, or any portion thereof, including any Unit, Units and/or the Common Elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage," as defined in the Condominium's Declaration of Condominium to which this Agreement is attached, then in such event, the Management Firm shall be authorized and empowered, subject to the approval of the Board of Directors, to determine, assess, charge and levy the costs of repairing and restoring such loss among the Unit Owners in such proportions as it deems advisable, pursuant to the Declaration of Condominium to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the Unit Owners, as provided in the aforesaid Declaration of Condominium.

(T) A schedule is attached hereto as Exhibit A, which schedule indicates how often the Management Firm will perform the various services referred to in this Agreement and said schedule further indicates the method for determining the amount or cost of each service. Said schedule also specifies the minimum number of personnel to be employed by the Management Firm.

6. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments and maintenance fees during the term of this Agreement, the



Association retains the power to make those assessments as are specified in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and the By-Laws which are attached thereto as Exhibit No. 2.

7. The Management Firm shall apply assessments and maintenance fees collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee and its overhead and expenses, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a Unit Owner's Condominium Parcel should he fail to pay his assessments or maintenance fee as required and provided in the Declaration of Condominium to which this Agreement is attached and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of or as agent of the Association whose name appears at the end of this instrument. The Management Firm may render statements as to the current status of a Unit Owner's assessments or maintenance fees. In the case of a Unit committed to Interval Ownership, any lien against an Owner of Unit Weeks in such Unit, shall be limited to the Unit Weeks owned by the defaulting Owner and shall, in no case, be filed so as to encumber the Unit Weeks owned by any other Owner in such Unit.

8. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments and maintenance fees, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments and maintenance fees, due from Unit Owners.

9. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments and maintenance fees, or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments, maintenance fees, and other revenue, if any, of the said Association and its members are insufficient, the Management Firm shall forthwith determine such additional assessment or maintenance fee as is required and advise the said Association and its members.

10. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee or profit for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of fifteen (15%) percent of the common expense assessment, or in the case of a Unit committed to Interval Ownership, fifteen (\$15.00) dollars, per Unit Week, per year, such amount to be designated the "Management Fee." There shall be no management fee due from the Association for any Unit Week conveyed to it and used for maintenance purposes (maintenance weeks). The Management Fee shall be taken into consideration in setting the common expense and maintenance fee assessments. The Management Firm's fee from each Condominium Unit or Unit Weeks shall commence as of the first day of the month following the date of a Deed from the Developer to the initial purchaser. The Management Fee is subject to renegotiation during each year of this Agreement.



11. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

12. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Condominium specified in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

13. The Association on behalf of its members, or the Management Firm, shall both have the right to assign this Agreement as herein set forth. The Association may assign its right, title and interest herein to another Condominium Association operating and existing under the laws of the State of Florida, and the Management Firm may assign its right, title and interest herein to another management firm operating and existing under the laws of the State of Florida. However, said assignment shall not be valid unless and until the assignee thereunder expressly assumes and agrees, in writing to perform each and every covenant and term of this Agreement. The said Agreement shall be duly recorded in the Public Records of the County wherein the Condominium is located and an executed duplicate of said assignment shall be delivered to the other party of this Agreement by certified mail or its equivalent. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

14. The Management Firm shall be authorized to assess a Condominium Unit Owner for those items of special assessments subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and the Exhibits attached to said Declaration, and in this Agreement - i.e., maintenance, repairs or replacements caused by the negligence or misuse by a Unit Owner, his family, servants, guests or invitees, or lessees; or failure of a Unit Owner to maintain those portions of his Condominium Unit and Limited Common Elements assigned to his Unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration of Condominium and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc.

15. The power and authority of the Association to amend the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and the Exhibits attached to said Declaration, is subject to the specific provisos applicable thereto set forth in the aforesaid instruments.

16. Should any dispute arise as to the rights, powers and duties of any of the parties under this Agreement other than the Association's right to terminate this Agreement pursuant to F.S. 718.302 and 721.14, and said dispute cannot be amicably settled and resolved between the parties, then either party shall have the right to submit the matter in controversy for arbitration under the applicable Rules of The American Arbitration Association or its successor. The Association and the Management Firm agree that the arbitration shall take place in Palm Beach County, Florida, and shall be governed by Florida law. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction



thereof. The Arbitrator(s) shall have the right to assess costs and attorneys' fees in such amount and against such party as is determined just and proper under the circumstances.

17. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

18. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

19. No modification, release or discharge or waiver of and provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association or their respective successors or assigns.

20. This instrument, together with the Declaration of Condominium to which this Agreement is attached, and the Exhibits attached to said Declaration, including this Agreement, constitute the entire agreement between the parties hereto, as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

21. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration of Condominium to which this Agreement is attached and the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof. The provisions of this Agreement shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

22. The definitions of the words, terms, phrases, etc., as provided in Article I, of the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

23. The words, "Condominium Association," "member(s)," "Unit Owner(s)" and "Parcel Owner(s)," wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term, "Condominium Parcel," or "Condominium Unit," or "Unit," or "Parcel," or "Unit Weeks," or "Unit committed to Interval Ownership," or "Interval Ownership," or "Parcels" and the Owners thereof shall be defined Pursuant to the Declaration of Condominium to which this Agreement is attached, and same are Condominium Parcels and/or Units of such Condominium as is created by the aforesaid Declaration of Condominium, or ownership or parts of such Parcels or Units.

24. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4.



25. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm, fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of the said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice. Upon default, the Management Firm may, in addition to any other remedy given it by this agreement or in law or in equity, bring an action against the said Association and its members for damages and/or specific performance and/or such other rights and remedies as it may have, and the said Association and its members shall be liable for the Management Firm's reasonable attorneys' fees and costs incurred thereby. All of such rights of the Management Firm upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

26. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of forty five (45) days after written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement.

27. If the Condominium specified in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, shall be terminated, as is provided in its Declaration of Condominium, then each of the Condominium Unit Owners shall thereby become a tenant in common and shall, as to his separate interest, continue to be a party to this Agreement and bound by the provisions hereof and the Management Firm shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper officers, and their respective corporate seals have been duly affixed, this        day of        , 19        .

Signed, sealed and delivered  
in the presence of:

INTERVAL MANAGEMENT OF  
AMERICA, INC., a Florida  
corporation

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Attest: \_\_\_\_\_ (SEAL)

"MANAGEMENT FIRM"

DOVER HOUSE CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Attest: \_\_\_\_\_ (SEAL)

"ASSOCIATION"



STATE OF FLORIDA                    )  
                                          SS:  
COUNTY OF PALM BEACH                )

BEFORE ME, the undersigned authority, personally appeared WILLIAM NUNGESTER and JAMES HOMYAK to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary of INTERVAL MANAGEMENT OF AMERICA, INC., a Florida Corporation and they acknowledged before me that they executed such instrument as such officers of said Corporation and that the seal affixed thereto is the corporate seal of said Corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this        day of                   , 19   .

\_\_\_\_\_(SEAL)  
Notary Public, State of  
Florida

My Commission Expires:

STATE OF FLORIDA                    )  
                                          SS:  
COUNTY OF PALM BEACH                )

BEFORE ME, the undersigned authority, personally appeared Harry C. Powell, Jr. and Ruth A. Anglickis, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, and they severally acknowledged before me that they executed such instrument as such officers of said Corporation, and that the seal affixed thereto is the corporate seal of said Florida Corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this        day of                   , 19   .

\_\_\_\_\_(SEAL)  
Notary Public, State of  
Florida

My Commission Expires:



**EXHIBIT A**

The MANAGEMENT FIRM shall employ a minimum of one (1) part time employee to perform and/or supervise the performance of the services of the MANAGEMENT FIRM pursuant to the MANAGEMENT AGREEMENT.

<b><u>Services to be performed and/or supervised by Management Firm pursuant to paragraph 5</u></b>	<b><u>To Be Performed</u></b>	<b><u>Cost Basis</u></b>
Hire & supervise necessary employees to maintain and operate condominium property	As Required	Actual Cost Incurred
Maintain & repair condominium property	As Required	Actual Cost Incurred
Promulgate rules & regulations for the condominium property	Annually More often if necessary	Included in Management Fee
Initiate necessary action to force residents to comply with rules and regulations, statutes, laws and ordinances	As Required	Actual Cost Incurred
Purchase tools, equipment and supplies necessary to maintain and operate the condominium property	As Required	Actual Cost Incurred
Keep insurance in force	As Required	Actual Cost
Maintain Association's financial records, books and accounts	Quarterly More often if necessary	Actual Cost Incurred
Maintain records to describe services hereunder	Quarterly More often if necessary	Included in Management Fee
Prepare operating budget for condominium property	Annually	Included in Management Fee
Maintain and replace personal property in Units committed to Interval Ownership	As Required	Actual Cost Incurred



Services to be performed  
and/or supervised by  
Management Firm pursuant  
to paragraph 5

	<u>To Be Performed</u>	<u>Cost Basis</u>
Collect all funds and maintain bank accounts	As Required	Actual Cost Incurred
Attend meetings of Unit Owners and Board of Directors	As Required	Included in Management Fee
Enforce rules and regulations	As Required	Actual Cost Incurred
Cause alterations and/or additions to be made to the condominium property	As Required	Actual Cost Incurred
Retain and employ persons, corporations, firms and professionals to perform duties	As Required	Actual Cost Incurred
Make and collect special assessments	As Required	Actual Cost Incurred

The foregoing only relates to the services supervised or performed by the Management Firm for and in consideration of the Fee paid it under the Management Agreement. For the estimated cost of maintaining, operating and administering the Condominium, reference should be made to the budget for the Condominium and the Condominium Association.



EXHIBIT NO. 5, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE  
A 1/47TH INTEREST IN AND TO THE COMMON ELEMENTS  
AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE  
FOR 1/47TH OF THE COMMON EXPENSES OF THE CON-  
DOMINIUM.



EXHIBIT NO. 6, TO DECLARATION

PERCENTAGE INTEREST IN UNITS

Each Condominium Unit is identified by number and is delineated on the Survey Exhibits collectively identified as Exhibit No. 1, to the Declaration of Condominium to which this Exhibit No. 6, is attached.

In the case of a Unit committed to Interval Ownership, each Owner of Unit Weeks in said Unit will own in remainder, a percentage share of the Unit and the percentage interest assigned to the Unit by Exhibit No. 5, hereof according to the following schedule:

<u>Unit Week Numbers Owned</u>	<u>Percentage Share in Remainder For Each Unit Week Owned</u>
1 - 51	1.9165
52	2.2585

RECORD 748851  
PALM BEACH COUNTY FILE  
JUL 11 1964  
CLERK OF COUNTY COURT