

e. Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

18.2 APPROVAL BY ASSOCIATION. The approval of the Association is required for the transfer of ownership of units and shall be obtained in the following manner:

a. Notice to Association.

- (1) Sale. A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. The information required by the Association may include an interview of the intended purchaser, which may, in the discretion of the Board of Directors, be conducted by speakerphone.
- (2) Lease. Any unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. The information required by the Association may include an interview of the intended lessee, which may, in the discretion of the Board of Directors, be conducted by speakerphone.
- (3) Gift, devise or inheritance; other transfers. Any unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title. The information required by the Association may include an interview of the intended transferee, which may, in the discretion of the Board of Directors, be conducted

by speakerphone.

- (4) Failure to give notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or even transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) ~~The management firm, as long as the management agreement remains in effect, and thereafter, the Association,~~ is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or lessee, or as related to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, lessee or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth and which applicable shall be completed and submitted to the Association along with and as an integral part of the notice. A reasonable fee may be charged to the transferor of the unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a transfer, the amount of the fee not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. In connection with any proposed lease, the Association may require the posting of a security deposit to be held by the Association in an amount not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

b. Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale, then within ~~fifteen (15)~~ thirty (30) days after receipt of the last portion of such notice and information by the Association, including the interview, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall

This is not a

be transmitted to the seller by certified mail within the aforesaid ~~fifteen (15)~~ thirty (30) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the seller.

- (2) Lease. If the proposed transaction is a lease, then within ~~five (5)~~ thirty (30) days after receipt of the last portion of such notice and information by the Association, including the interview, the Association must either approval or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the lessor by certified mail within the aforesaid ~~five (5)~~ thirty (30) day period and failure to do so shall constitute approval of the lease. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessor.
- (3) Gift, devise or inheritance; other transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, than within ~~fifteen (15)~~ thirty (30) days after receipt of the last portion of such notice and information by the Association, including the interview, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. Such approval or disapproval shall be transmitted to the owner by certified mail within the aforesaid ~~fifteen (15)~~ thirty (30) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of

the unit owner.

13.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale, unless the disapproval is for good cause, as defined below, and if the notice of sale given by the unit owner shall so demand, then within ~~fifteen (15)~~ thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

- (1) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction.
- (2) The purchase price shall be paid in cash.
- (3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is later.
- (4) A certificate of the Association executed by its President or Vice President approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.
- (5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to ~~have been~~ approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the seller.

If good cause exists to disapprove the sale, as defined below, the Association shall have no obligation to provide a substitute purchaser and the sale shall not be made. Good cause shall exist under the following circumstances:

- (i) The applicant facially fails to qualify for membership in the Association;

This is not a contract

- (ii) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (iii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (iv) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts;
- (v) The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein;
- (vi) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;
- (vii) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- (viii) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid;
- (ix) All assessments and other charges against the unit have not been paid in full; or
- (x) If the proposed purchaser already owns, directly or indirectly, individually or jointly, any interest in two (2) units in this condominium at the time of the application, the intent of this provision being to limit unit ownership to maximum of two (2) units person, whether title is held individually, jointly, directly or indirectly.

b. Lease. If the proposed transaction is a lease and if the notice of lease given by the unit owner shall show demand, then within five (5) days after receipt of such notice and information, the Association shall deliver or mail by certified mail, to the unit owner an agreement to lease by a party selected and approved by the Association, all of the same terms and conditions as originally proposed by the unit owner. If the Association shall fail to provide a substitute lessee or

~~if said substitute lessee shall in any manner default, then, notwithstanding the Association's disapproval of the proposed transaction, such transaction shall be deemed to have been approved and the Association shall so include by a certificate as hereinabove set forth, and the Association disapproves the lease within thirty (30) days of receipt of such notice and information, the lease shall not be made.~~

c. Gifts, devise or inheritance; other transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, unless good cause exists as defined in subsection (a) above, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

- (1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisal of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- (2) The purchase price shall be paid in cash.
- (3) The sale shall be closed within ten (10) days following the determination of the sale price.
- (4) A certificate of the Association executed by its President or Vice President and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.
- (5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as

elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

if good cause exists as defined in subparagraph (a) above, the transfer shall not be made or shall be voidable by the Association if the transaction has already been made.

* * *

13.7 GUESTS. Any person occupying a unit who does not pay rent or some other consideration for the right to occupy the unit shall be deemed a guest. No guest may occupy a unit without advance notice to the Association of the name or names of the guest or guests, the specific unit they will occupy and the anticipated duration of their stay. This advance notice shall be required whether the guest will be staying in the presence or the absence of the Unit Owners. Guests may visit for an unlimited length of time as long as they are residing in the unit with the Unit Owner. Guests may only occupy a unit in the absence of the Unit Owner for a maximum of thirty (30) days cumulative during each calendar year. This limitation shall be applicable to all guest occupancy in the absence of the Unit Owner, not just to any particular guest or guests. Any guest occupying a unit in excess of thirty (30) days during any calendar year shall be subject to screening in the same manner as a lessee.

14.1 VIOLATIONS. In the event of a violation (other than the nonpayment of an assessment), the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, Articles of Incorporation, By-Laws, regulations or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- a. An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners;
- b. An action in equity for each equitable relief as may be necessary under the circumstances, including adjunctive relief.

Upon the finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such an action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the costs thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force

and effect as if the charge were a part of the common expenses.

In addition to the foregoing remedies, the Association shall have the authority to levy fines for violations of this Declaration of Condominium, the Articles of Incorporation, By-Laws, rules and regulations or Condominium Act by any unit owner or other occupant of a unit or visitor to the property, whether the unit owner's family, guest, tenant, licensee or invitee. No fine may exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time, and, if no limit is set in the Condominium Act, no fine may exceed \$100.00 per violation or up to \$1,000.00 for a continuing violation. No fine may be levied except in accordance with the procedures set forth in the Condominium Act or Administrative Code, as same may be amended from time to time, and, if there is no procedure set forth in the Statute or Administrative Code, no fine may be levied without written notice to the owner and an opportunity for hearing of at least fourteen (14) days, with the hearing, if requested, to be convened before a committee of other (unit) owners, none of whom is a Board member, officer or employee of the Association or a spouse, parent, child, brother or sister of a Board member, officer or employee of the Association. In the event a hearing is convened before a committee, if the committee does not agree with the fine, the fine will not be imposed; if the committee agrees that a violation has occurred and that a fine should be imposed, the Board shall implement the fine forthwith.

WITNESS my signature hereto this 4TH day of JANUARY, 1999, at West Palm Beach, Palm Beach County, Florida.

Anne P. Bernstein
Witness

Anne P. Bernstein
(PRINT NAME)

Morris Bernstein
Witness

MORRIS BERNSTEIN
(PRINT NAME)

YORKTOWN ASSOCIATION, INC.
By Joseph B. Devany, Jr.
President

Attest Paul Barnett
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 4TH day of JANUARY 1999, by JOSEPH B. DEVANY and JOAN D. BARNETT, as PRESIDENT and SECRETARY, respectively, of Yorktown Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced PERSONALLY KNOWN as identification and did take an oath.



BRUCE H. BERNSTEIN
My Commission CC-455072
Expires Apr. 25, 1999
Bonded by ANG
800-852-5678

Rene H. Bernstein (Signature)

BRUCE H. BERNSTEIN (Print Name)
Notary Public, State of Florida at Large



10/07/2002 15:33:14 20020526127
OR BK 14236 PG 0975
Palm Beach County, Florida

This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF CONDOMINIUM FOR
YORKTOWN**

HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Condominium for Yorktown. The original Declaration of Condominium is recorded in Official Records Book 1984, Page 1010, of the Public Records of Palm Beach County, Florida.

DATED this 29 day of April, 2002.

YORKTOWN ASSOCIATION, INC.

Witness [Signature]
Witness [Signature]
Witness [Signature]
Witness [Signature]

By: [Signature]
President
By: [Signature]
Vice President
Attest: [Signature]
Secretary
By: [Signature]
Treasurer

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared [Signature], the President STEVE CROFT, Vice President, [Signature], Secretary, and DAVID TULLMASON Treasurer, of Yorktown Association, Inc., who produced _____, _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President, Vice President, Secretary and Treasurer of Yorktown Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 12 day of September, 2002.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:
(SEAL)



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF YORKTOWN**

The original Declaration of Condominium of Yorktown is recorded in Official Record Book 1984, Page 1010, of the Public Records of Palm Beach County, Florida. The original By-Laws of Yorktown Association, Inc. are recorded as Exhibit "D" of the Declaration of Condominium of Yorktown in Official Record Book 1984, Page 1157 of the Public Records of Palm Beach County, Florida. The Articles of Incorporation of Yorktown Association, Inc. are recorded as Exhibit "C" of the Declaration of Condominium of Yorktown, in Official Records Book 1984, Page 1149, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

ITEM 1: Article 2.11 of the Declaration of Condominium of Yorktown shall be amended as follows:

2.11 DEVELOPER means Highlands County Title and Guaranty Land Company and 6855 Corp., Florida corporations d/b/a Palm Beach Heritage Square, their successors or assigns. All references to the Developer in this Declaration of Condominium, the Articles of Incorporation and the Association By-Laws are hereby deleted and all rights retained by the Developer are terminated, to the extent permitted by law.

ITEM 2: Article 5 of the Declaration of Condominium of Yorktown shall be amended as follows:

5. VOTING RIGHTS. There shall be one person with respect to each unit ownership, who shall be entitled to vote at any meeting of the unit owners. ~~Such person shall be known (and is hereinafter referred to) as a 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 case of a corporate unit owner, an officer or an 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. The total number of votes shall be equal to the (total) number of units in the condominium and each condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two condominium parcels, he shall have two votes. The vote of a condominium unit is not divisible.~~

ITEM 3: Article 6.1(b)(1) of the Declaration of Condominium of Yorktown shall be amended as follows:

[The responsibility of the unit owner shall be as follows:]

- (1) To maintain, repair and replace at his expense, all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners. ~~Notwithstanding any provisions hereof, the unit owner shall repair and replace all windows, screens and sliding doors and all parts thereof damaged or destroyed by the occupants thereof and not by outside sources or acts of God; further,~~ The unit owner shall be responsible for cleaning all windows and sliding glass doors which serve his unit.

ITEM 4: Article 6.2.b of the Declaration of Condominium of Yorktown shall be amended as follows:

b. Alteration and Improvement. There shall be no alterations or additions to the common elements of this condominium where the cost thereof is in excess of ten percent (10%) of the annual budget of this condominium for common expenses except as authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ fifty-one percent (51%) of the unit owners of this condominium provided, the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions, as aforesaid, are exclusively or substantially exclusively for the benefit of the unit owner requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner exclusively or substantially exclusively benefitting and the assessment shall be levied in such proportion as may be deemed fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ fifty-one percent (51%) of the unit owners exclusively or substantially exclusively benefitting therefrom, and where said unit owners are ten (10) or less, the approval of all but one (1) shall be required. The foregoing is subject to the written approval of the

management firm, as long as the management agreement remains in effect. The cost of such work shall not be assessed against an institutional mortgagee that acquires its title as the result of owning a mortgage upon the owned unit, unless such owner shall approve the alteration or improvement, and this shall be so whether title is acquired by deed from the mortgagor or through foreclosure proceedings. There shall be no change in the shares or rights of a unit owner in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alterations or improvements.

ITEM 5: Article 7.4 of the Declaration of Condominium of Yorktown shall be amended as follows:

7.4 INTEREST; APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate permitted by law of ten percent (10%) per annum from the date when first due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

ITEM 6: Article 9.1 of the Declaration of Condominium of Yorktown shall be amended as follows:

9.1 AUTHORITY TO PURCHASE; NAMED INSURED. All insurance policies upon the condominium property shall be purchased by the management firm, as long as the management agreement remains in effect, and thereafter, the Association. ~~The named insured shall be the Insurance Trustee individually and as agent for the unit owners, without naming them, and as agent for their mortgagees.~~ Provisions shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of unit owners. ~~Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee.~~ Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense. ~~The Insurance Trustee may be any bank in Florida with trust powers as may be approved by the Board of Directors of the Association or by the management firm as long as the management agreement remains in effect.~~

ITEM 7: Article 11.4 of the Declaration of Condominium of Yorktown shall be deleted in its entirety as follows:

~~11.4. CHILDREN. No children under sixteen (16) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children may be permitted to visit and temporarily reside for reasonable periods of time in any calendar year and subject to such rules and regulations pertaining to visitation as may be promulgated by the management firm or the Association.~~

ITEM 8: Article 14.1 of the Declaration of Condominium of Yorktown shall be amended as follows:

14.1 VIOLATIONS. In the event of a violation (other than the nonpayment of an assessment), the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue ~~for a period of thirty (30) days from the date of the notice~~, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, Articles of Incorporation, By-Laws, regulations or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- a. An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners;
- b. An action in equity to enforce performance on the part of the unit owner, or
- c. An action in equity for such equitable relief as may be necessary under the circumstances, including adjunctive relief.

~~Upon the finding by the court that the violation complained of is willful and deliberate, the unit so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing the action. Any attorneys' fees incurred by the Association, regardless of whether litigation is filed, shall be the responsibility of the violating unit owner.~~ Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request,

signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the costs thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were part of the common expenses.

ITEM 9: Article 14.6 of the Declaration of Condominium of Yorktown shall be amended as follows:

~~14.6 AUTHORITY OF THE MANAGEMENT FIRM. The management firm, as long as the management agreement remains in effect, shall act on behalf of the Board of Directors of the Association, and on its own behalf, with the same power and authority granted to the Board of Directors of the Association as to all matters provided under this Paragraph 14 and said Paragraph 14, inclusive of this subparagraph shall be interpreted as including within the context of it, violations of the management agreement attached hereto as an exhibit. Paragraph 14.2 hereof shall also be interpreted as meaning and including the condominium property and the properties and facilities of The Commons, both real and personal. The management firm may act upon its own determination or upon the determination and direction of the Board of Directors of the Association, as to Paragraph 14.1 hereinabove. Should the management firm fail to act, as directed by the Board of Directors as to Paragraph 14.1 above, the Board of Directors may act on their own behalf, however, due to the diverse types of situations that may arise between unit owners, stemming out of alleged violations, the management firm shall not be liable or responsible to the Association, its Board of Directors or the unit owners for its failure to act as directed by the Board of Directors, as to 14.1 hereinabove. All references to the management firm contained in this Declaration, Articles of Incorporation and Association By-Laws are hereby deleted and all rights retained by the management firm are terminated.~~

ITEM 10: Article 15.1 of the Declaration of Condominium of Yorktown shall be amended as follows:

15.1 RESOLUTION. A resolution of the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than twenty-five percent (25%) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- a. ~~Not less than seventy-five percent (75%) a majority of the votes of the entire membership of the Association, of the entire membership of the Board of Directors, and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association, or~~
- b. ~~Not less than eighty percent (80%) of the votes of the entire membership of the Association; or~~
- c. ~~Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units or alter the boundaries of the common elements.~~

15951015.17A2



CFN 20100406151
 OR BK 24157 PG 1356
 RECORDED 10/25/2010 16:26:17
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1356 - 1357; (2pgs)

This instrument was prepared by
 and should be returned to:
 Robert B. Burr, Esq.
 St. John Rossin Burr & Lemme, P.A.
 1601 Forum Place, Suite 701
 West Palm Beach, FL
 RETURN DOCUMENT VIA WILL CALL BOX #110

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
 CONDOMINIUM OF CONDOMINIUM OF THE YORKTOWN CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
 CONDOMINIUM OF CONDOMINIUM OF THE YORKTOWN CONDOMINIUM is made
 by the YORKTOWN ASSOCIATION, INC. ("Association").

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium for the Yorktown Condominium
 was recorded commencing at Official Records Book 1984, Page 1010 of the Public
 Records of Palm Beach County, Florida, and established covenants running with the
 land therein described

NOW, THEREFORE, the President and Secretary of the Association hereby
 certify that:

1. The following Amendments to the Declaration of Condominium of the
 Yorktown Condominium have been properly and duly approved and adopted by the Unit
 Owners and Board of Directors of the Association pursuant to the provisions of the
 Declaration of Condominium:

Sections 7.4 and 7.5 of the Declaration of Condominium are amended to read as
 follows: [Added language is underlined. Deleted language is ~~stricken through~~.]

"7.4 INTEREST; APPLICATION OF PAYMENTS. Assessments and installments
 on such assessments paid on or before ten (10) days after the date when due shall not
 bear interest, but all sums not paid on or before ten (10) days after the date when due
 shall bear interest at the highest rate permitted by law from the date when first due until
 paid and an administrative late fee of \$25.00 or the maximum amount allowed by
 Florida Statutes Chapter 718, as Chapter 718 is amended from time to time. All
 payments upon account shall in accordance with Chapter 718 be first applied to
 interest, then to administrative late fees, then to costs and attorneys' fees incurred in
 collection, and then to the assessment payment first due."

"7.5 LIEN FOR UNPAID ASSESSMENTS. The Association ~~and the~~
~~management firm, as long as the management agreement remains in effect,~~ shall have
 a lien on each condominium parcel for any unpaid assessments, together with interest,
administrative late fees, thereon, against the unit owner of such condominium
 parcel, . . . [remainder of Section 7.5 unchanged]"

Certificate of Amendment to the Declaration of Condominium of the Yorktown Condominium

2. The Amendments to the Declaration of Condominium set forth above are duly adopted and shall run with the real property subject to the Declaration of Condominium and shall be binding on all Members of the Association and all parties having any right, title or interest in the real property subject to the Declaration of Condominium, their heirs, successors and assigns, and shall inure to the benefit of each Association Member.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 22 day of October, 2010.

Witnesses (as to both):

YORKTOWN ASSOCIATION, INC.

Jean Howell
Signature
Jean Howell
Printed Name

By: Sammy R. Alzofon
Sammy R. Alzofon
Association President

Arthur R. Day
Signature
Arthur R. Day
Printed Name

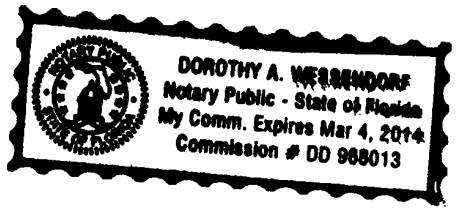
Attest: Heather Helphrey
Signature
Printed Name: Heather Helphrey
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of October 2010, by Sammy R. Alzofon as President and Heather Helphrey as Secretary of YORKTOWN ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced FL Driver License as identification.

Dorothy A. Wessendorf
NOTARY PUBLIC, State of Florida

(NOTARY SEAL)



This instrument prepared by:
Chelle Konyk, Esquire
Will Call Box 221
Konyk & Lemme PLLC
777 S. Flagler Drive
Suite 800 - West Tower
West Palm Beach, Florida 33401
(561) 935.6244

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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1546 - 1580; (35pgs)

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
YORKTOWN, a Condominium**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate are true and correct copies of the amendments to the Amended and Restated Declaration of Condominium of Yorktown, A Condominium, ("Declaration"). The Amendments to the Declaration were approved by the members by written consent in lieu of a meeting pursuant to Florida Statutes, Section 617.0701 and the By-Laws of Yorktown Association, Inc. The original Declaration is recorded in Official Record Book 1094, at Page 1010, et seq., of the Public Records of Palm Beach County, Florida.

DATED this 2 day of April 2015

Signed in the presence of Witnesses as to Both:

Association:

By: [Signature]
Signature of First Witness

Yorktown Association, Inc.
A Florida Not for Profit Corporation

By: Theresa M. Lemme
Print Name of First Witness

By: Thalia Baines
Thalia Baines, President

By: [Signature]
Signature of Second Witness

By: Chelle Konyk
Print Name of Second Witness

By: Marc Martin
Marc Martin, Treasurer

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

BEFORE ME, personally appeared as Thalia Baines as President and Marc Martin as Treasurer of Yorktown Association, Inc., known to me to be the individuals who executed the foregoing instrument. Both acknowledged to and before me that he, as President of the Association, and she, as Secretary of the Association, executed such instrument with due and regular corporate authority and that said instrument is the free and lawful deed of the Association. They did take an oath.

SEAL



Jill Marie Herbert
Notary Public, State of Florida at Large

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
YORKTOWN, a Condominium
1500 Presidential Way
West Palm Beach, Florida**

THE ORIGINAL DECLARATION WAS RECORDED IN OFFICIAL RECORD BOOK 1094, AT PAGE 1010, ET SEQ., OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. ALL EXHIBITS ATTACHED TO THE ORIGINAL DECLARATION ARE INCORPORATED HEREIN BY REFERENCE.

THIS Amended and Restated DECLARATION is made this 2nd of April, 2015 by YORKTOWN ASSOCIATION, INC.

THE ORIGINAL DECLARATION, was made the 25th day of January, 1972, by HIGHLANDS COUNTY TITLE AND GUARANTY LAND COMPANY and 6855 CORP., Florida Corporations, d/b/a Palm Beach Heritage Square, herein collectively referred to as "Developer", for themselves, their successors, grantees and assigns. and this Amended and Restated as of April 2, 2015 by YORKTOWN, a Condominium..

WHEREIN the Developer made the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, the Condominium Act, as amended, herein referred to as the "Condominium Act".

1.1 NAME AND ADDRESS. The name by which this condominium is to be identified is YORKTOWN, a Condominium, and its address is 1500 Presidential Way, West Palm Beach, Florida 33401.

1.2 THE LANDS. The lands formerly owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands, lying in Palm Beach County, Florida, particularly described as follows:

A portion of Lot 1, Block 12, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 29, page 22, public records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, Block 12, run thence North 84°32'03" West (for convenience, the North line of said Lot 1, Block 12 is assumed to bear South 84°32'03" East and all other bearings mentioned herein are relative thereto) along the North line of said Lot 1, 121.53 feet to the Point of Beginning and the Northeast corner of the herein described property; thence continuing on same course 200.00 feet to the beginning of a curve concave to the Southeast having a radius of 25 feet and a central angle of 86°23'46"; thence southwesterly and southerly along the arc of said curve 37.70 feet to a point of reverse curvature and the beginning of a curve concave to the West having a radius of 850.00 feet and a central angle of 12°00'17"; thence southerly along the arc of said 850 foot radius curve 178.09 feet; thence South 68°55'32" East along a line radial to said curve 55.67 feet to the beginning of a curve having a radius of 905.67 feet and being concentric to said 850 foot radius curve; thence southerly along the arc of

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DECLARATION OF CONDOMINIUM OF
YORKTOWN, a Condominium
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EXHIBIT "A"

said curve subtending an angle $0^{\circ}29'08''$ a distance of 7.68 feet to a point of reverse curvature and the beginning of a curve concave to the Northeast having a radius of 7.00 feet and a central angle of $106^{\circ}05'39''$; thence southerly and easterly along the arc of said 7 foot radius curve 12.96 feet to the end of said curve; thence South $84^{\circ}32'03''$ East 143.26 feet to the beginning of a curve concave to the East having a radius of 60.50 feet and a central angle of $47^{\circ}38'10''$ and whose tangent passing through said point bears North $23^{\circ}10'25''$ West; thence northerly along the arc of said curve 50.30 feet to the end of said curve; thence North $65^{\circ}32'15''$ West along a line radial to said curve 4.67 feet to the beginning of a curve concentric to said 60.50 foot radius curve having a radius of 65.17 feet and a central angle of $27^{\circ}20'25''$; thence northeasterly along the arc of said curve 31.10 feet to end of said curve; thence North $5^{\circ}27'57''$ East 84.19 feet; thence South $84^{\circ}32'03''$ East 45.00 feet; thence North $5^{\circ}27'57''$ East a distance of 69.67 feet, more or less, to the Point of Beginning.

which lands are called "The Lands".

2. DEFINITIONS. The terms used in this Declaration and in its exhibits and all amendments thereto shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 DECLARATION, or DECLARATION OF CONDOMINIUM, means this instrument as it may be from time to time amended.

2.2 ASSOCIATION means the Florida corporation not for profit designated as YORKTOWN ASSOCIATION, INC. and its successors, which is the entity responsible for the operation of the Condominium.

2.3 BY-LAWS mean the By-Laws of Yorktown Association, Inc. as they exist from time to time.

2.4 COMMON ELEMENTS mean the portions of the condominium property not included in the UNITS.

2.5 CONDOMINIUM means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the Common Elements. Condominium also means all of the condominium property as a whole, when the context so permits, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

2.6 COMMON EXPENSES mean the expenses for which the unit owners are liable to the Association. Common Expenses shall include (but shall not be limited to):

a. Expenses of administration and management; expenses of maintenance, operation, repair or replacement of the common elements and portions of units to be maintained by the Association, and of The Commons. Common Expenses also include taxes, special assessments and insurance for all common elements and The Commons.

b. Expenses declared common expenses by the provisions of this Declaration or the By-Laws of the Association.

c. Expenses agreed upon as common expenses by the Association.

d. Any valid charge against the condominium as a whole.

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2.7 ASSESSMENT means a share of funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

2.8 CONDOMINIUM PARCEL means the unit, together with the undivided share in the common elements, which is appurtenant to the unit.

2.9 CONDOMINIUM UNIT or UNIT means a part of the condominium property which is subject to private ownership.

2.10 UNIT OWNER or OWNER OF A UNIT or PARCEL OWNER means the owner of a condominium parcel.

2.11 DEVELOPER means Highlands County Title and Guaranty Land Company and 6855 Corp., Florida corporation's d/b/a Palm Beach Heritage Square, their successors or assigns. All references to the Developer in this Declaration of Condominium, the Articles of Incorporation and the Association By-Laws are hereby deleted and all rights retained by the Developer are terminated, to the extent permitted by law.

2.12 INSTITUTIONAL MORTGAGEE means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, a Real Estate Investment Trust as that entity is defined and qualifies under the Internal Revenue Code and which has filed a Declaration of Trust pursuant to Chapter 609, Florida Statutes, 1971, or an agency of the United States government.

2.13 OCCUPANT means the person or persons, other than the unit owner in possession of a unit.

2.14 CONDOMINIUM DOCUMENTS mean this Declaration, the By-Laws, and all exhibits annexed hereto, as the same may be amended from time to time.

2.15 THE COMMONS refers to that certain area or areas of property and improvements which may consist of meandered walkways, lawns and landscaping, a variety of recreational facilities, gatehouses, private entrance, private drive, an esplanade and other facilities to be used in common by all of the residents of the development project commonly known as Heritage Square and which property is the subject matter of a long-term lease, which expires on December 31, 2070. The lease is attached to this Declaration and made a part hereof and will hereinafter be referred to as the "Lease", the "Long-Term Lease" or the "Lease of The Commons".

2.16 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 and The Commons.

2.17 MANAGEMENT FIRM means and refers to Heritage Square Management Corporation, a Florida corporation, its successors and assigns, said firm being responsible for the management of the condominium property and The Commons as provided in the agreement attached to this Declaration as referred to, supra.

2.18 SINGULAR, PLURAL, GENDER. Whenever the context so permits, the use of the plural shall include the singular, and the singular the plural, and the use of any gender shall be deemed to include all genders.

2.19 UTILITY SERVICES as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited

to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

2.20 HERITAGE SQUARE PROJECT. All land and improvements from time to time located on the real property described by warranty deed recorded in Official Record Book 1880, page 629, of the public records of Palm Beach County, Florida, being a parcel of land of approximately eighteen (18) acres bounded westerly by Presidential Way and extending easterly along Embassy Drive, its northern boundary.

3. DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS. The condominium is described and established as follows:

3.1 SURVEY. A survey of the land showing the improvements on it is incorporated as a part of Exhibit "B".

3.2 PLANS. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Eugene Lawrence, Associated Architects, and designated as his Job No. 7024. The plot plan, drawings and graphic descriptions which are all a part of Exhibit "B" and are incorporated herein by reference were also prepared by Eugene Lawrence, Associated Architects, as compiled from their plans and data and as supplemented by field survey.

3.3 AMENDMENT OF PLANS

a. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the unit concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners or lienors or mortgagees of units or of the condominium, whether or not elsewhere required for an amendment.

3.4 EASEMENTS are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through a unit shall be only according to the plans and specification for the building, or as the building is constructed unless approved in writing by the unit owner.

3.5 IMPROVEMENTS – GENERAL DESCRIPTION. The condominium property consists essentially of an apartment building together with automobile parking areas, lawn and landscaping and other facilities located substantially as shown upon the plane and drawings of Exhibit "B" and which are a part of the common elements. The building contains forty-eight (48) units. There are eight (8) floors with six (6) units on each floor. For purposes of identification, all units in the building are given identifying numbers and delineated on the exhibits collectively identified as Exhibit "B". No unit bears the same identifying number as does any other unit. The

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aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit "B" contains a survey of the land, graphic description of the improvements in which units are located, 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 architect. The legend and notes contained within said exhibit are incorporated herein and made a part hereof by reference.

3.6 BOUNDARIES OF UNITS. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

(1) Upper Boundary – The horizontal plane of the lower surfaces of the rough concrete ceiling structure.

(2) Lower Boundary – The horizontal plane of the upper surfaces of the floor slab.

b. Parametrical Boundaries. The parametrical boundaries of the unit shall be the following boundaries, extended to an intersection with the lower and upper boundaries:

(1) Exterior Building Walls – The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, patio, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor units, such boundaries shall include the patio serving such unit. The delineation of boundaries of such patios on the ground floor is specifically set forth on Exhibit "B".

(2) Interior Building Walls – The vertical planes of the center line of walls bounding a unit extended to intersections with other parametrical boundaries with the following exceptions.

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

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

3.7 OWNERSHIP OF COMMON ELEMENTS. Each of the unit owners of the condominium shall own an undivided interest in the common elements and the undivided interest, stated as percentage of such ownership in the said common elements, is set forth on Exhibit "A", which is annexed to this Declaration of Condominium and made a part hereof.

The fee title to each condominium parcel shall include both the condominium unit and the 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, even though the description in the instrument of a conveyance or encumbrance may refer only to the fee title to a 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.

3.8 AUTOMOBILE PARKING. Automobile parking will be made available to unit owners so that the occupants of each unit will be entitled to uncovered parking for one automobile without charge. The parking spaces are located on the condominium property exterior to the building as shown by the survey and drawings attached hereto as Exhibit "B". The management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association, may or may not in their discretion, assign specific parking spaces to the unit owners of this condominium. If an assignment is made, such assignment shall not be recorded in the public records of Palm Beach County, Florida, and the management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association, shall have the right to change the assignment of such specific parking spaces from time to time as to the unit owners in this condominium as it deems advisable and in its sole discretion.

The Developer may assign the exclusive use of "covered parking spaces" (those uncovered spaces as shown by the survey and drawings attached as Exhibit "B" which have become covered pursuant to the rights herein reserved to Developer or those additional parking spaces as may be provided by Developer and which are covered by a carport) and require the payment of a sum to the Developer as an extra in addition to the purchase price of the condominium parcel, and Developer shall be entitled to retain the sum paid therefor for its own use and benefit. The assignment of exclusive use of said covered parking spaces shall be in the form of a written document entitled "Designation of Parking Space" which shall assign the exclusive use of the parking space to the owners of a designated unit. Neither the management firm nor the Association shall have the right to change such parking space designation without the consent of the owner of the unit except in the event of emergencies, in which latter event, the management firm and thereafter the Association, hereby reserves and has the right to temporarily assign another specific parking space for use by the unit owner of the designated unit until such emergencies shall abate. The Designation of Parking Space shall not be in recordable form and shall not be recorded in the public records of Palm Beach County, Florida.

4. COMMON EXPENSES AND COMMON SURPLUS. The common expenses of the condominium, including the obligation of each unit owner under the Long-Term Lease of The Commons as set forth in Paragraph 2.15 herein, shall be shared by the unit owners, as specified and set forth in Exhibit "A" attached hereto. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcels, their location, or the building square footage included in each condominium unit.

Any common surpluses of the condominium shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements – common surplus being the excess of all receipts of the Association from this condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this condominium, over the amount of common expenses of this condominium.

5. VOTING RIGHTS. There shall be one person with respect to each unit ownership, who shall be entitled to vote at any meeting of the unit owners. The total number of votes shall be equal to the total number of units in the condominium and each condominium unit shall have no more

and no less than one equal vote in the Association. If one individual owns two condominium parcels, he shall have two votes. The vote of a condominium unit is not divisible.

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

6.1 UNITS.

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

(1) All portions of a unit, except interior surfaces, contributing to the support of the building; all outside walls of the building and all railings, balconies, windows, screens, sliding doors, and fixtures on its exterior; boundary walls of units; floor and ceiling slabs; load bearing columns and load bearing walls;

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

(3) All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

b. By the Unit Owner, The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense, all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the right of other unit owners. The unit owner shall be responsible for cleaning all windows and sliding glass doors which serve his unit

(2) To refrain from painting or otherwise decorating or changing the appearance of any portion of the exterior of the building, specifically, no terrace, patio or balcony shall be enclosed. The management firm, as long as the management agreement remains in effect, and thereafter, the Association, shall determine the exterior color scheme of the building and all exteriors, and shall be responsible for the maintenance thereof. Screens shall be installed or removed from time to time in the sole discretion of the management firm, as long as the management agreement remains in effect, and thereafter, the Association.

(3) Alterations and Improvements. Except as elsewhere reserved to Developer, neither a unit owner nor the Association shall make any alterations in the portions of a unit or building that are to be maintained by the Association, or remove any portion of such or make any additions to them, or do anything that would jeopardize the safety or soundness of the building, or impair any easement without first obtaining approval in writing of owners of all units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work with regard to units prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

6.2 COMMON ELEMENTS.

a. By the Association. The maintenance and operation of the common elements and leased property shall be the responsibility of the Association and a common expense; however, said responsibility shall be undertaken by the management firm, for the period of time and as provided in the management agreement.

b. Alteration and Improvement. There shall be no alteration or additions to the common elements of this condominium where the cost thereof is in excess of ten percent (10%) of the annual budget of this condominium for common expenses as authorized by the Board of Directors and approved by not less than fifty-one percent (51%) of the unit owners of this condominium; provided, the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions, as aforesaid, are exclusively or substantially exclusively for the benefit of the unit owner requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner exclusively or substantially benefiting, and the assessment shall be levied in such proportion as may be deemed fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than fifty-one percent (51%) of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one (1) shall be required. The foregoing is subject to the written approval of the management firm, as long as the management agreement remains in effect. The cost of such work shall not be assessed against an institutional mortgagee that acquires its title as the result of owning a mortgage upon the owned unit, unless such owner shall approve the alteration or improvement, and this shall be so whether title is acquired by deed from the mortgagor or through foreclosure proceedings. There shall be no charge in the shares and rights of a unit owner in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements.

6.3 MISCELLANEOUS.

a. Access. The management firm, the Board of Directors, or the agents or employees of the management firm, or the Association shall, at all reasonable times, have access to all parts of the common elements. The unit owner shall allow the management firm, the Board of Directors, or the agents or employees of the management firm, or the Association, to enter into any unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the units or the common elements, or to determine in case of emergency, circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

b. No Signs or Aerials. Unit owners are prohibited from posting or showing signs, advertisements or notices of any type on the common elements or his unit and are further prohibited from erecting any exterior antennae or aerials, except as consented to by the management firm, as long as the management agreement remains in effect, and thereafter, by the Board of Directors of the Association.

c. Enforcement of Maintenance Requirements. In the event the owner of a unit fails to maintain said unit as required herein, or make any alterations without the required written consent, or

otherwise violates or threatens to violate the provisions hereof, the Association, or the management firm, on behalf of the Association, and on its own behalf, 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 management firm, as long as the management agreement remains in effect, and thereafter, 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 alterations, and to restore the property to good condition and repair. Said assessment shall long as the management agreement remains in effect, and thereafter, 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 management firm, for as long as the management agreement remains in effect, and thereafter, by the Board of Directors of the Association, to enforce compliance with the provisions thereof.

7. ASSESSMENTS, LIEN, INTEREST, COLLECTION. The make and collect from time to time, assessments and special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

7.1 SHARE OF COMMON EXPENSES. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus as provided for in Paragraph 4 and Exhibit "A" of this Declaration.

7.2 COMMON EXPENSES INCLUDE. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually, and thereafter only to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real property and condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacements (but only as to the common elements, except for emergency repairs or replacements deemed unnecessary to protect the common elements and properly chargeable to the individual condominium parcel concerned); charges for utility and water used as common for the benefit of the condominium; cleaning and janitor service for the common elements, expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of members, and the condominium property (i.e.; reserve for replacements, operating reserve to cover deficiencies, and collections), and all other expenses declared by the Directors of the Association to be common expenses, from time to time, and any and all other sums due from the Association under the Lease of The Commons and pursuant to the management agreement.

7.3 NON-AVOIDANCE OF ASSESSMENT LIABILITY. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, or The Commons, or by abandonment of the unit against which the assessment is made.

7.4 INTEREST; APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate

permitted by law from the date when first due until paid and an administrative late fee of \$25.00 or the maximum amount allowed by Florida Statutes Chapter 718, as Chapter 718 is amended from time to time. All payments upon account shall in accordance with Chapter 718 be first applied to interest, then to administrative late fees, then to costs and attorneys' fees incurred in collection, and then to the assessment payment first due.

7.5 LIEN FOR UNPAID ASSESSMENTS. The Association shall have a continuing lien on each condominium parcel which relates back to the recording of the original Declaration recorded at Official Records Book 1984 page 1010 of the Public Records of Palm Beach County, Florida, for any unpaid assessments, together with interest, administrative late fees, 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 and management firm incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association or the management firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or management firm; in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. It is specifically provided that the aforesaid lien shall include any sums as may be advanced on behalf of a unit owner in payment of his obligation under the Lease of The Commons and the management agreement. The management firm, as long as the management agreement remains in effect, and the Board of Directors, may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same, if deemed in their best interests. Said lien shall be effective as in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The management firm, as long as the management agreement remains in effect, and the Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment 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 foreclosures, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

7.6 NON-LIABILITY OF INSTITUTIONAL FIRST MORTGAGEE. 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 where 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 be liable for the share of common expenses or assessments by the management firm or 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 pursuant to Chapter 718 Fla Statutes as now exist or may hereafter be amended from time to time. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title, including but

not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Chapter 718 Fla. Stat., as same may be amended from time to time.

Any 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.

7.7 LIABILITY WHILE OWNER. Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage of record, as specifically provided in the paragraph immediately preceding, 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 or The Commons until such time as all unpaid assessments due and owing by the former unit owners have been paid. The management firm, as long as the management agreement remains in effect, and thereafter, 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 to the Developer, or to any unit owner or group of unit owners, or to any third party.

7.8 RESERVED

8. ASSOCIATION. The operation of the Association shall be by Yorktown Association, Inc., a corporation not for profit, under the laws of the State of Florida. The 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 Articles of Incorporation and the By-Laws of the Association. A copy of the Articles of Incorporation is attached as Exhibit "C" and incorporated herein. A copy of the By-Laws of the Association is attached as Exhibit "D" and is incorporated herein.

8.1 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association, or caused by the elements or other owners or persons.

8.2 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

8.3 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a unit owner is required upon any matter, whether or not the subject matter of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8.4 ALL OWNERS SUBJECT TO DECLARATION. 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 of the Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

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

9.1 AUTHORITY TO PURCHASE; NAMED INSURED. All insurance policies upon the condominium property shall be purchased by the management firm, as long as the management agreement remains in effect, and thereafter, the Association. Provisions shall be made for the insurance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

9.2 COVERAGE.

a. Liability. The management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association, shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners as its and their interest appear, in such amounts and providing such coverage as the management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association, may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000.

b. Casualty Insurance. The management firm, as long as the management agreement remains in effect, and thereafter, the Association, shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a company to the standards set by the management firm, as long as the management agreement remains in effect, and thereafter, by the Board of Directors of the Association, in an amount equal to the maximum insurance replaceable value, as determined annually by the management firm, and thereafter, by the Board of Directors of the Association.

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

d. Other Insurance. Such other insurance as the management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association, shall determine from time to time to be desirable.

9.3 WAIVE SUBROGATION. If available, and where applicable, the management firm, and thereafter, the Association, shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests, and the management firm.

9.4 PREMIUMS. Premiums upon insurance policies purchased by the management firm, as long as the management agreement remains in effect, and thereafter, by the Association, shall be charged as a common expense.

9.5 INSURANCE TRUSTEE; LOSS PAYABLE PROVISIONS. All insurance policies purchased by the management firm so long as the management agreement remains in effect, and thereafter, 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 losses shall be paid to the Insurance Trustee. The Insurance trustee shall not be liable for payment of premiums or 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 hold the proceeds in trust 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:

a. Common Elements. Proceeds on account of damaged common elements – an undivided share for each unit owner, such share being the same as an undivided share in the common elements appurtenant to his unit.

b. Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) Where 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 management firm, as long as the management agreement remains in effect, and thereafter, the Association.

(2) 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.

c. Mortgagees. In the event a mortgagee 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 distribution of such proceeds made to the unit owner and mortgagee pursuant to the provision of this Declaration.

9.6 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:

a. Expense of the Trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to 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.

c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance 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. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

d. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the management firm, as long as the management agreement remains in effect, and thereafter, the Association, as to the names of the unit owners and their respective shares of the distribution, provided however, that such certificate shall not be binding

insofar as mortgagees of units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such mortgagees prior to any disbursements to owners or mortgagees.

9.7 MANAGEMENT FIRM AS AGENT. The management firm, as long as the management agreement remains in effect, and thereafter, the Association, is 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 it or the Association and to execute and deliver releases upon the payment of claims.

10. RECONSTRUCTION OR REPAIR.

10.1 LOSS WITHIN A SINGLE UNIT. If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between units, the insurance proceeds shall be distributed to the beneficial unit owner(s) – remittance 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 said mortgagee. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

10.2 MINOR DAMAGE. Where a loss or damage occurs within a unit or units, or to the common elements or to any unit or units and the common elements, but said loss is less than “major damage” as hereinafter defined, it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than “major damage”

a. The management firm, as long as the management agreement remains in effect, acting on behalf of the Board of Directors of the Association, shall promptly obtain reliable and detailed estimates of the costs of repair and restoration.

b. If the damage or loss is limited to the common elements, with no, or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the management firm, as long as the management agreement remains in effect, and thereafter, to the Association, and the management firm, and thereafter, the Association, as hereinbefore provided, shall promptly contract for the repair and restoration of the damage.

c. If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements and/or the party wall between units, or if the damage is limited to the common elements alone or the party wall between units, but is in excess of \$5,000.000, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the management firm, as long as the management agreement remains in effect, and thereafter, the Association, provided however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such times as the aforesaid institutional first mortgagee is not the holder of a mortgage on a

unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the management firm, as long as the management agreement remains in effect, and thereafter, the Association, and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law, or by the management firm, the Association, the aforesaid institutional first mortgagee, and the Insurance Trustee, and deliver same to the Insurance Trustee, and the foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the management firm, and thereafter, the Association, to obtain a completion, performance and payment bond, in such form and amount, and with a bonding company authorized to do business in the State of Florida, as are acceptable to the said mortgagee.

d. Subject to the foregoing, the management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association, shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

e. If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or for the actual costs thereof if the work has actually been done), the management firm, as long as the management agreement remains in effect, and thereafter, the Association, shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for the portion of the deficiency as is attributable to his individual unit; provided however, that if the management firm, or thereafter, the Board of Directors of the Association, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the management firm, or thereafter, the Board of Directors of the Association, shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. Special assessment funds shall be delivered by the management firm, and thereafter, the Association, to the Insurance Trustee, and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

f. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided however, that this provision may be waived by the Board of Directors and the management firm in favor of any institutional first mortgagee upon request thereof, at any time. To the extent than any insurance proceeds are required to be paid over such mortgagee, the unit owner shall be obliged to

replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

10.3 MAJOR DAMAGE. As used in this Declaration, or any other context dealing with this condominium, the term "major damage" shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of casualty insurance coverage becomes payable. Should such "major damage" occur, then:

a. The management firm, as long as the management agreement remains in effect, acting on behalf of the Board of Directors of the Association, shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

b. Thereupon, a meeting of the unit owners shall be called by the management firm or by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the unit owners of this condominium with reference to the abandonment of the condominium project, subject to the following:

(1) If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3) of the unit owners of this condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law by the recording in the public records of Palm Beach County, Florida, an instrument terminating this condominium; which said instrument shall further set forth the facts effecting the termination certified by the Association and executed by its President and Secretary. The termination of the condominium shall become effective upon the recording of said instrument, and the unit owners shall, thereupon, become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible personal property and the Association's interest in the Lease of The Commons, and any remaining structures of the condominium, and their undivided interest in the property shall be the same as their undivided interests in the common elements of this condominium prior to its termination, and the mortgages and liens upon condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the condominium.

(2) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the unit owners of this condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the condominium property removed from the provisions of the law, and the condominium terminated, as set forth in the immediately preceding sub-paragraph (1), and the unit owners shall be tenants in common in the property in such undivided interests and all mortgages and liens upon the condominium parcels shall encumber the undivided interests of such tenants in common, as provided in the immediately preceding sub-paragraph (1). In the event a majority of the unit owners of this condominium vote in favor of special assessments, the management firm, as long as the management agreement remains in effect, acting on behalf of the Association, shall immediately levy such special assessment, and thereupon, the management firm, as long as the management agreement remains in effect, and thereafter, the Association, shall proceed to negotiate and contract for such repairs and

restoration, subject to the provisions of Paragraph 10.2c, above. The special assessment fund shall be delivered by the management firm, and thereafter, by the Association, to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 10.2c, above.

c. In the event any dispute shall arise as to whether or not "major damage" has occurred, it is agreed that such finding made by the management firm, as long as the management agreement remains in effect, and thereafter, by the Board of Directors of the Association, shall be binding upon all unit owners.

10.4 SURPLUS. It shall be presumed that the first monies distributed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

10.5 CERTIFICATE. The Insurance Trustee may rely upon a certificate of the management firm, as long as the management agreement remains in effect, and thereafter, of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the management firm, and thereafter, the Association, shall forthwith deliver such certificate.

10.6 PLANS AND SPECIFICATIONS. Any repair and restoration must be substantially in accordance with the plan and specifications for the original building, or as the building was last constructed, or according to the plans approved by the management firm, the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

10.7 ASSOCIATION'S POWER TO COMPROMISE CLAIMS. The management firm, as long as the management agreement remains in effect, and thereafter the Association, is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the management firm, and thereafter, by the Association, and to execute and deliver releases therefor, upon payment of claims.

11. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the building in useful condition exists upon the land.

11.1 UNITS. Each of the units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. No unit may be divided or subdivided into smaller units nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected.

Whenever any unit is owned by a corporation the corporation shall only permit use of the unit by its principal officers or directors or other guests, provided however, that such corporate member shall sign and deliver to the Association, a written statement designating the name of the party or parties entitled to use such unit from time to time, together with a written covenant of the party or parties entitled to use such unit in favor of the Association, whereby such party or parties

agree to comply with the terms and provisions of the Declaration of Condominium, and of the rules and regulations which may be promulgated by the Association from time to time, acknowledging that the party's or parties' right to use such unit shall be existent only so long as the corporation shall continue to be a member of the Association. Upon demand by the Association to any corporate owner to remove any party given permission to use a unit owned by such corporation, for failure of such user to comply with the terms and provisions of the Declaration of Condominium and/or of the rules and regulations of the Association or for any other reason, the corporate owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the owner, or the management firm, as agent of the Association, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association or management firm, shall be at the cost and expense of the owner who shall reimburse the Association or management firm therefor upon demand, together with such attorneys' fees as the Association and the management firm may have incurred in the premises.

11.2 COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

11.3 THE COMMONS. All of The Commons shall be used only for the purposes for which such property is intended in the furnishing of services and facilities for the enjoyment of the units, and may be used only in accordance with the terms and conditions of the Lease of The Commons, and except as rights and uses are reserved to the Lessor, Developer or management firm.

11.4 PETS. No dogs of any kind, size or breed shall be permitted to be kept in any unit or part of a unit or on any property of the condominium or of The Commons. No other animal or pets of any kind shall be kept in any unit or part of a unit, or on any property of the condominium or of The Commons, except with the written consent of and subject to the rules and regulations adopted by the management firm for the keeping of said pets, as long as the management agreement remains in effect, and thereafter, by the Board of Directors of the Association; provided that such approval may be terminated, without cause, at any time by the management firm or thereafter the Board of Directors of the Association. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. The owner of any pet animal shall be liable for any and all damage caused by such animal to any part of the condominium property, The Commons, or any other property operated by the management firm and/or the Association.

11.5 NUISANCES. No nuisances shall be allowed upon the condominium property, The Commons or any property operated by the Association and/or the management firm, nor any use or practice that is the source of annoyance to residents to which interfere with the possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements or of The Commons that will increase the cost of insurance upon the condominium property.

11.6 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the condominium property, The Commons, or any other property operated by the management firm and/or the Association or any part of those properties; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of

the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

11.7 EMPLOYEES AND SERVANTS. No employee or servant of a unit owner shall be allowed to use any of the facilities which are common elements of the condominium property or facilities which are part of The Commons for his or her personal use.

11.8 EXTERIORS. No change shall be made in the color of any exterior window or door glass or screen. All draperies, curtains, shutters, blinds, or other such coverage of exterior doors and windows shall be uniform in color as prescribed by the management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association shall be lined with a material so that all window and door openings shall appear uniform from the outside of the building. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the management firm, as long as the management agreement remains in effect, and thereafter, of the Board of Directors of the Association, and further, when approved, subject to the rules and regulations adopted by the management firm or the Board of Directors of the Association. Screens shall be installed or removed from time to time in the sole discretion of the management firm, as long as the management agreement remains in effect, and thereafter, the Association.

11.9 LAUNDRY FACILITIES. No laundry facilities or equipment will be permitted in any unit and the Developer hereby reserves the exclusive right to install and operate coin-operated laundry machines, including dryers and dry cleaning machines. The reservation of this exclusive right shall not be construed as to require Developer to provide laundry facilities or laundry machines. The fact that Developer may or may not from time to time install laundry facilities and laundry machines whether or not coin-operated and whether or not a charge is indirectly made for the installation or use of said facilities and machines or the fact that Developer may or may not from time to time permit other parties to install laundry facilities and laundry machines shall not impair the exclusive rights of Developer as reserved in this paragraph.

11.10 FLOOR COVERING (NOISE ABATEMENT). All floors in the units except bathrooms and kitchens shall be carpeted or otherwise covered so as to abate the noise which may be created and transmitted to the unit below. While bathrooms and kitchens need not be carpeted, no noise shall be permitted to be transmitted to the unit below. In the event the management firm, as long as the management agreement remains in effect, and thereafter, the Board of Directors of the Association, determines that any noise is being transmitted to another unit and that such noise is unreasonable (regardless of whether that unit is below or where situated in relation to the offending unit), then the owner of such unit shall, at his own expense, take such steps as shall be necessary to abate such noise to the satisfaction of the management firm of the Board of Directors of the Association.

11.11 REGULATIONS. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the management firm, as long as the management agreement remains in effect, and thereafter, by the Board of Directors of the Association.

11.12 PROVISIO. Provided however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of sales offices, the showing of the property, and the display of signs.

11.13 NON SMOKING. The Association has been advised that secondhand smoke may drift through common element walls and ventilation systems and that second hand smoke may contaminate air in the common elements and the dwelling units. Effective upon the recording of this amendment, smoking shall be prohibited everywhere on the property of the Condominium, including, but not limited to, the dwelling units, balconies, indoor and outdoor exclusive use areas, and indoor and outdoor common elements (collectively the "Premises").

No unit owner shall smoke, or permit smoking by any occupant, visitor, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking shall include the inhaling, exhaling, burning, breathing, carrying, or possession of any lighted or electronic cigarette, cigar, pipe, any product containing any amount of tobacco, or other similar heated, smoldering or lit product. Notwithstanding the said prohibition against smoking, the Board may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common elements, indoor exclusive use areas or the dwelling units.

Notwithstanding the said prohibition against smoking, smoking shall be allowed in units (collectively the "Grandfathered Units") but only until such time as the unit is conveyed, leased or transferred. Grandfathered units occupied by tenants shall become no smoking upon the expiration of the current lease term, but in no event longer than one (1) year from the effective date hereof.

The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this prohibition against smoking on the Premises. The Board may also enact rules and regulations to address alleged second hand smoke intrusion from Grandfathered Units. Such rules and restrictions enacted for Grandfathered Units may include, among other things, requiring an air filtration system installed in Grandfathered Units that is sufficient to prevent second hand smoke infiltration between Units and/or sufficient to prevent a disturbance to other occupants of the building. Smoking in violation of this section 7 shall constitute a nuisance pursuant to the terms and provisions of this Article XI paragraph 3. Nothing in the Amendment shall be construed to create liability or responsibility for the Association for any claim that may arise in the event there is a violation of this prohibition against smoking on the Premises.

12. RESERVED

13. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by an owner other than the Developer shall be subject to the following

AMENDED AND RESTATED
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provisions as long as the condominium exists and the building in useful condition exists upon the land, which provisions each owner of a unit covenants to observe:

13.1 TRANSFERS SUBJECT TO APPROVAL.

a. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association.

b. Lease. Except for Units owned by the Association which shall have no restrictions on rentals; a Unit shall not be leased in the first 12 months following transfer. No unit owner may dispose of a unit or any interest in a unit by lease without approval of the Association.

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

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

e. Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

13.2 APPROVAL BY ASSOCIATION. The approval of the Association is required for the transfer of ownership of units and shall be obtained by the following manner:

a. Notice to Association.

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

(2) Lease. Any unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. The information required by the Association may include an interview of the intended lessee, which may, in the discretion of the Board of Directors, be conducted by speakerphone.

(3) Gift, devise or inheritance; other than transfers. Any unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title. The information required by the Association may include an interview of the intended transferee, which may, in the discretion of the Board of Directors, be conducted by speakerphone.

(4) Failure to give notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) The Association, is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or lessee, or as relates to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, lessee or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the notice. A reasonable fee may be charged to the transferor of the unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a transfer, the amount of the fee not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. In connection with any proposed lease, the Association may require the posting of a security deposit to be held by the Association in an amount not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of the last portion of such notice and information by the Association including the interview, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the seller by certified mail within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the seller.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of the last portion of such notice and information by the Association, including the interview, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the lessor by certified mail within the aforesaid thirty (30) day period and failure to do so shall constitute approval of the lease. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessor.

(3) Gift, devise or inheritance; other transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of the last portion of such notice and information by the Association, including the interview, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. Such approval or disapproval shall be transmitted to the owner by certified mail within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of

the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

13.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale, unless the disapproval is for good cause, as defined below and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction.

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

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its President or Vice President approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

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

If good cause exists to disapprove the sale, as defined below, the Association shall have no obligation to provide a substitute purchaser and the sale shall not be made. Good cause shall exist under the following circumstances:

- (i) The applicant facility fails to qualify for membership in the Association.
- (ii) The applicant for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (iii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (iv) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts;
- (v) The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein;

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- (vi) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;
- (vii) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- (viii) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid;
- (ix) All assessments and other charges against the unit owner have not been paid in full;
- (x) If the proposed purchaser already owns, directly or indirectly, individually or jointly, any interest in two (2) units in this condominium at the time of the application, the intent of this provision being to limit unit ownership to maximum of two (2) units person, whether title is held individually, jointly, directly or indirectly.

b. Lease. If the proposed transaction is a lease and the Association disapproves the lease within thirty (30) days of receipt of such notice and information, the lease shall not be made.

- (i) Sub leasing of units shall not be permitted.
- (ii) A Unit shall only be leased once in any twelve (12) month period, which 12 month period shall be measured from the first day of the lease.
- (iii) Renewals of leases are subject to approval by the Association.
- (iv) The maximum number of Units in the rental pool that may be leased at the same time shall be a maximum of twenty-five percent (25%) of the Units or twelve (12) Units, not including Units owned by the Association. Units Owned by the Association shall not be subject to any limitation on renting imposed on other Units.
 - a. Units may be added to the rental pool if sufficient existing leases are non-renewed and/or the maximum number of rented Units is less than twenty-five percent 25%.
 - b. In the event the maximum numbers of Units are sub-leased, a waiting list will be created by and maintained by the Association.
 - c. Any change of Lessee shall require that Unit to move to the bottom of the waiting list.
 - d. A Unit Owner shall have no claims or cause of action against the Association or any other Unit Owner based on a Unit's position on the waiting list.
 - e. All disputes regarding the waiting list shall be resolved by the Board and their decision shall be conclusive.
- (v) The Association shall have the right to promulgate rules and regulations governing sales and leases
- (vi) The Association shall have the right to evict any Lessee that fails to comply with the Governing Documents of the Association.
- (vii) Lease approvals are subject to the following criteria:
 - a. Except for Units owned by the Association Unit shall not be leased in the first 12 months following transfer. The applicant facility fails to qualify for residency in the Association.

- b. The applicant for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- c. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- d. The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts;
- e. The owner allows a prospective Lessee to take possession of the premises prior to approval by the Association as provided for herein;
- f. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;
- g. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- h. The unit owner has had fines assessed against him or her which have not been paid.
- i. All assessments and other charges against the unit owner have not been paid in full.

c. Gifts, devise or inheritance, other transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, unless good cause exists as defined in subsection (a) above, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisal of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

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

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the

Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

If good cause exists as defined in subparagraph (a) above, the transfer shall not be made or shall be voidable by the Association if the transaction has already been made.

13.4 MORTGAGE. No unit owner may mortgage his unit or any interest in it without the approval of the Association, except to an institutional mortgagee, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

13.5 EXCEPTIONS.

The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an institutional first mortgagee that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

13.6 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. I

13.7 GUESTS. Any person occupying a unit who does not pay rent or some other consideration for the right to occupy the unit shall be deemed a guest. No guest may occupy a unit without advance notice to the Association of the name or names of the guest or guests, the specific unit they will occupy and the anticipated duration of their stay. This advance notice shall be required whether the guest will be staying in the presence or the absence of the Unit Owners. Guests may visit for an unlimited length of time as long as they are residing in the unit with the Unit Owner. Guests may only occupy a unit in the absence of the Unit Owner for a maximum of thirty (30) days cumulative during each calendar year. This limitation shall be applicable to all guest occupancy in the absence of the Unit Owner, not just to any particular guest or guests. Any guest occupying a unit in excess of thirty (30) days, even if the Owner is also present, during any calendar year shall be subject to screening in the same manner as a lessee. The Association shall have the right to evict any Guest that fails to comply with the Governing Documents of the Association.

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

14.1 VIOLATIONS. In the event of a violation (other than the nonpayment of an assessment), the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue the Association,

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through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, Articles of Incorporation, By-Laws, regulations or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- a. An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners;
- b. An action in equity to enforce performance on the part of the unit owner; or
- c. An action in equity for such equitable relief as may be necessary under the circumstances, including adjunctive relief.

Any attorneys' fees incurred by the Association, regardless of whether litigation is filed, shall be the responsibility of the violating unit owner. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the costs thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were part of the common expenses.

In addition to the foregoing remedies, the Association shall have the authority to levy fines for violations of this Declaration of Condominium, the Articles of Incorporation, By-Laws, rules and regulations or Condominium Act by any unit owner or other occupant of a unit or visitor to the property, whether the unit owner's family, guest, tenant, licensee or invitee. No fine may exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time, and, if no limit is set in the Condominium Act, no fine may exceed \$100.00 per violation or up to \$1,000.00 for a continuing violation. No fine may be levied except in accordance with the procedures set forth in the Condominium Act or Administrative Code, as same may be amended from time to time, and, if there is no procedure set forth in the Statute or Administrative Code, no fine may be levied without written notice to the owner and an opportunity for hearing of at least fourteen (14) days, with the hearing, if requested, to be convened before a committee of other unit owners, none of whom is a Board member, officer or employee of the Association or a spouse, parent, child, brother or sister of a Board member, officer or employee of the Association. In the event a hearing is convened before a committee, if the committee does not agree with the fine, the fine will not be imposed; if the committee agrees that a violation has occurred and that a fine should be imposed, the Board shall implement the fine forthwith.

14.2 NEGLIGENCE. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

14.3 COSTS AND ATTORNEYS' FEES. Except where incidence against whom attorneys' fees shall be assessed is herein specifically provided for, any proceedings arising because of an alleged failure of a unit owner of the Association to comply with the terms of the Declaration of Condominium and exhibits thereto, Articles of Incorporation or By-Laws of the Association or the regulations adopted pursuant to them and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded.

14.4 NO WAIVER OF RIGHTS. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14.5 NO ELECTION REMEDIES. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants, or conditions of the condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies or privileges as may be granted to such other party by condominium documents, or at law or equity.

14.6 All references to the management firm contained in this Declaration, Articles of Incorporation and Association By-Laws are hereby deleted and all rights retained by the management firm are terminated.

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

15.1 RESOLUTION. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than twenty-five percent (25%) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a majority of the votes of the entire membership of the Association.

15.2 PROVISIO. Provided however, that no amendment shall discriminate against any unit owner or against any unit or class or group of units, unless the unit owner so affected shall consent; and no amendment shall change any unit or the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any change in Paragraph 13.5 entitled "Exceptions" under the section entitled "Maintenance of Community Interests", nor in this Paragraph 15.2, nor in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment, nor shall any amendment make any changes in the paragraph entitled "Reserved Rights of Developer", nor in any sections which affect the rights of Developer or which affect the rights of the management firm unless the Developer or the management firm, as the case may be, shall join in the execution of the amendment. No

amendment shall change the obligations of the Association or unit owners or the rights of the Lessor under the Lease of The Commons unless the Lessor of said Lease shall join in the execution of the amendment.

15.3 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

16. TERMINATION. This condominium may be voluntarily terminated in the manner provided for in the Condominium Act, at any time – however, the written consent of the management firm and the Lessor under the Lease of The Commons shall also be required. In addition thereto, when there has been “major damage”, as defined in section 10.3 above, this condominium shall be subject to termination, as provided in said Paragraph 10.3, and in this event, the consent of the management firm and Lessor under the Lease of The Commons shall not be required. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting, by three-fourths (3/4) of the total vote of the members of the Association, and by all institutional mortgagees and the management firm, and the Lessor under the Lease of The Commons, then the Association and the approving owners, and the management firm, if it desires, shall have an option to purchase all of the parcels of the other owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

a. Exercise of Option. An agreement to purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase, or the management firm, shall be delivered by personal delivery, or mailed by certified or registered mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, or the management firm, and shall require the purchase of all parcels owned by owners not approving the termination. But the agreement shall effect a separate contract between each seller and his purchaser.

b. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser, within thirty (30) days from the delivery or mailing of such agreement; and in the absence of agreement as to price, it shall be determined by appraisers appointed by the senior judge of the Circuit Court in and for Palm Beach County, Florida, on the petition of seller. The expenses of appraisal shall be paid by the purchaser.

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

d. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

16.1 AMENDMENT. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units and consent of the management firm and of the Lessor of The Commons.

17. LEASE OF THE COMMONS. The Association, as Lessee, has entered into a long-term lease agreement with Heritage Commons, Inc., a non-profit Florida corporation, as Lessor. As to a non-exclusive undivided interest in and to the demised premises described therein, a copy of said Lease being attached hereto as Exhibit "E", and made a part hereof, just as though said Lease were fully set forth herein. The Association has acquired the foregoing leasehold interest, pursuant to Florida Statute 711.121, and pursuant to said statute and the Lease, all monies due and to become due under the provisions of said Lease are and shall continue to be for the full term of said Lease, declared to be common expenses of the condominium.

The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of their taking title to a condominium parcel, agree that notwithstanding the fact that the Lease is attached to this Declaration of Condominium and was recorded in the public records subsequent to the recording of this Declaration of Condominium, that said Lease shall be deemed to have been recorded in the public records prior to the recording of this Declaration of Condominium. Each unit owner agrees to be bound by the terms and conditions of said Lease and agrees to make payment to the Association or to the management firm, as may be required by the management agreement and as long as the management agreement shall remain in effect, of his share of the monies due, pursuant to and in the amount, or proportion, or percentage amount, if so stated, as specified in said Lease and this Declaration of Condominium. It shall be mandatory for the unit owner to make said payments regardless of whether or not said unit owner uses the facilities of The Commons.

18. MANAGEMENT AGREEMENT. The Association has entered into a management agreement with Heritage Square Management Corporation, a Florida corporation, an executed copy of which is annexed hereto as Exhibit "F", and made a part hereof.

18.1 DELEGATION OF POWERS. The Association has delegated to the management firm, the power of the Association, through its Board of Directors, to determine the budget, make assessments for common expenses and collect assessments, for those periods of time as provided in this Declaration and exhibits attached hereto, including the management agreement. Each unit owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement for the purpose therein expressed, including but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of said management agreement by the Association.
- b. Covenanting and promising to perform each and every of the covenants, promises and undertaking to be performed by unit owners in the cases provided therefor in said management agreement.
- c. Ratifying, confirming and approving each and every provision of said management agreement, and acknowledging that all of the terms and provisions thereof, including the manager's fees, are reasonable.
- d. Agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the Association, may be owners of some or all of the stock, directly or

indirectly, of Heritage Square Management Corporation and are or may be some of the officers and directors of said management firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the management agreement, in whole or in part. The Association and each unit owner further agree that the phrases, "for the period of time specified in the management agreement", and "as long as the management agreement remains in effect", shall mean and include any renewal or extension of the management agreement hereto.

The Association and unit owners further agree that the monthly assessments to be paid by unit owners for common expenses may include such special assessments incurred by a unit owner for charged for guests and invitees of said unit owner, or temporary residents in said unit, as to their use of the facilities of The Commons, and for any special services and charges.

19. ADDITIONS OF LANDS TO THE COMMONS. The Lessor under the Long-term Lease of The Commons reserves the right to amend this Declaration of Condominium by adding to the leased premises demised and described in the Long-Term Lease of The Commons annexed hereto as Exhibit "E", areas of land with improvements thereon, located within the real property described in that certain deed dated December 24, 1970, and recorded in Official Record Book 1880, at page 629, public records of Palm Beach County, Florida. The size of the area of land, the improvements, if any, of whatever type or nature thereon, the exact location of said area within the aforesaid area, and the time when improvements, if any, are made and the amendment of this Declaration, shall be in the sole discretion of the Lessor; however, no additions to the leased premises and no amendment shall be made after twelve (12) years from the date of this Declaration without the written consent of all of the lessees executed in a recordable form. The provisions of this paragraph do not require additions to the leased premises nor does it require the Developer or the Lessor to construct improvements and amend this Declaration as is permitted herein. All lessees of the demised premises (as such demised premises shall exist from time to time) shall be entitled to the use and enjoyment of all of the premises, its improvements and facilities subject to the normal, reasonable rules and regulations as may be imposed from time to time by the management firm, as long as the management agreement remains in effect, and thereafter, by the Lessor, and as further subject to the authority granted to the management firm in the management agreement to assign exclusive use rights as to various parts of the demised premises, its improvements and facilities from time to time as the management firm in its discretion may deem appropriate. An amendment of this Declaration as provided for in this paragraph, shall be deemed to have automatically occurred upon recordation in the public records of Palm Beach County, Florida, of conveyance by warranty deed to the Lessor of any parcels of land as lie within the aforescribed area. The method of amending this Declaration of Condominium in regard to the matters specifically set forth in this paragraph, "Additions of Lands to The Commons", supersedes the provisions for the method of endorsement to this Declaration of Condominium as previously provided herein.

20. MISCELLANEOUS.

20.1 EASEMENT FOR ENCROACHMENT. The owners of the respective condominium units agree that if any portion of the condominium unit or common elements 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 a condominium building or buildings are partially or totally destroyed

and then rebuilt, the owners of the condominium parcels agree that encroachments on parts of the common elements or condominium units, as aforesaid, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

20.2 COVENANTS RUN WITH THE LAND. All provisions of this Declaration and exhibits attached hereto, and amendments thereof, shall be construed to be 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 claimant of the 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 amendments thereof.

20.3 INVALIDITY OF PARTS WILL NOT AFFECT THE REMAINDER. If any of the provisions of this Declaration, or of the By-Laws, or of the Long-Term Lease of The Commons and the management agreement attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws, the Lease of The Commons and the 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.

20.4 NOTICES. 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 in the condominium, unless the unit owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the Association, or management firm, shall be given by the affidavit of the person mailing or personally delivering said notice. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the condominium, or in the case of the Secretary's absence, then the President of the Association at his residence in the condominium, and in his absence, any member of the Board of Directors of the Association.

Notices to the management firm shall be delivered at:

Board of Directors
1500 Presidential Way
West Palm Beach, Florida 33401

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 devise, 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.

20.5 GENDER. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the singular shall include the plural, and the 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 a condominium.

20.6 CAPTIONS. The caption 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.

THE ORIGINAL DECLARATION WAS RECORDED IN OFFICIAL RECORD BOOK 1094, AT PAGE 1010, ET SEQ., OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. ALL EXHIBITS ATTACHED TO THE ORIGINAL DECLARATION ARE INCORPORATED HEREIN BY REFERENCE.

[SIGNATURES ON NEXT PAGE]

This is not a certified copy

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
YORKTOWN, a Condominium
Page 33 of 34
EXHIBIT "A"

IN WITNESS WHEREOF, Yorktown Association, Inc., has executed this Declaration the day and year first written below

DATED this 2 day of April 2015

Signed in the presence of Witnesses as to
Both:

Association:

Yorktown Association, Inc.

A Florida Not for Profit Corporation

By:

Signature of First Witness

By:

Print Name of First Witness

By:

Thalia Baines ; President

By:

Signature of Second Witness

By:

Print Name of Second Witness

By:

Marc Martin, Treasurer

STATE OF FLORIDA)

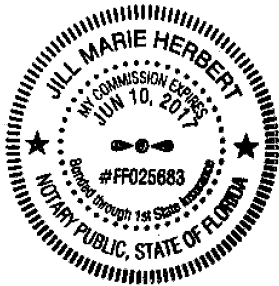
COUNTY OF PALM BEACH)

BEFORE ME, personally appeared as Thalia Baines as President and Marc Martin as Treasurer of Yorktown Association, Inc., known to me to be the individuals who executed the foregoing instrument. Both acknowledged to and before me that he, as President of the Association, and she, as Secretary of the Association, executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association. They did take an oath.

WITNESS my hand and official seal this 2 day of April, 2015

SEAL

Jill Marie Herbert
Notary Public, State of Florida at Large



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
YORKTOWN, a Condominium
Page 34 of 34
EXHIBIT "A"



CFN 20180396234

DR BK 30190 PG 1942
RECORDED 10/17/2018 14:14:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1942 - 1963; (22pgs)

Prepared by and Return To:

Peter C. Mollengarden, Esquire
Kaye Bender Rembaum, P.L.
9127 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF YORKTOWN, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT (this "Certificate of Amendment") is made this 30 day of May, 2018 by **YORKTOWN ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), as follows:

RECITALS

WHEREAS, the Declaration of Condominium for Yorktown, a Condominium, was recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 1984, Page 1010 (the "Declaration"); and

WHEREAS, the Amended and Restated Declaration of Condominium of Yorktown, a Condominium was recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 27449, Page 1546; and

WHEREAS, at the properly noticed meeting of the membership, held on May 30, 2018, the members approved the amendments to the Declaration pursuant to the respective provisions thereof;

WHEREAS, at a properly noticed meeting of the Board, held on May 30 2018, the Board approved the amendments to the Declaration pursuant to the respective provisions thereof;

NOW, THEREFORE, the undersigned hereby certifies that the following amendments to the Declaration are a true and correct copy of the amendments, as amended by the Association:

1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. **Declaration Amendments.** The amendments to the Amended and Restated Declaration are set forth on Exhibit "A" hereto.

IN WITNESS WHEREFORE, this Certificate of Amendment has been executed by the Association on the date set forth below.

Signed, Sealed and Delivered
in the presence of:

YORKTOWN ASSOCIATION, INC.

Witness No. 1
By: [Signature]
Print Name: L. HERETSUN

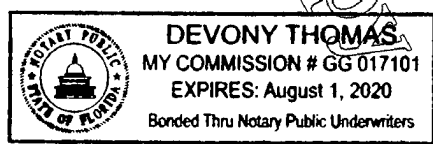
By: [Signature], President
Print Name: ANDREW P ANDRACHKO
Date: 7-18-18

Witness No. 2
By: [Signature]
Print Name: Roda Mohammed

By: [Signature] Vice-President
[Signature] Secretary
Print Name: Thalia E Baines
Date: 7-18-18

STATE OF FLORIDA
County of Palm Beach

The foregoing instrument was acknowledged before me this 18th day of July, 2018, by ANDREW P ANDRACHKO, as President, and by Thalia E Baines as Secretary of Yorktown Association Inc., a Florida not-for-profit corporation, who are personally known to me or produced Florida Driver license as identification and did take an oath.



[Signature]
Notary Public, State of Florida
Devony Thomas
Print Name of Notary Public

My Commission Expires: August 1, 2020

EXHIBIT "A"

AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF YORKTOWN, A CONDOMINIUM

(Additions shown by "underlining",
deletions shown by "~~striking through~~"
unaffected text indicated by "* * *")

1. Proposed amendments to Sections 13.1(b) and 13.3.b(ii), (iv) and (vii).

13.1 TRANSFERS SUBJECT TO APPROVAL.

b. Lease. Except for Units owned by the Association which shall have no restrictions on rentals; a Unit shall not be leased in the first ~~12~~24 months following transfer. ~~No unit owner may dispose of a unit or any interest in a unit by lease without approval of the Association.~~

13.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer or ownership of a unit the matter shall be disposed of in the following manner:

b. Lease. If the proposed transaction is a lease and the Association disapproves the lease within thirty (30) days of receipt of such notice and information, the lease shall not be made.

- (ii) A Unit ~~that is eligible to be leased~~ shall only be leased once in any twelve (12) month period, which ~~12~~ month period shall be measured from the first day of the lease.

- (iv) ~~The maximum number of Units in the rental pool that may be leased at the same time shall be a maximum of twenty five percent (25%) of the Units or twelve (12) Units, not including Units owned by the Association. Units Owned by the Association shall not be subject to any limitation on renting imposed on other Units.~~
- a. ~~Units may be added to the rental pool if sufficient existing leases are non-renewed and/or the maximum number of rented Units is less than twenty five percent 25%.~~
- b. ~~In the event the maximum numbers of Units are sub-leased, a waiting list will be created by and maintained by the Association.~~
- c. ~~Any change of Lessee shall require that Unit to move to the bottom of the waiting list.~~

- d. ~~A Unit Owner shall have no claims or cause of action against the Association or any other Unit Owner based on a Unit's position on the waiting list.~~
- e. ~~All disputes regarding the waiting list shall be resolved by the Board and their decision shall be conclusive.~~

(vii) Lease approvals are subject to the following criteria:

- a. Except for Units owned by the Association Units shall not be leased in the first ~~12-24~~ months following transfer. The applicant ~~facility~~ facially fails to qualify for residency in the Association.

2. Proposed amendments to Sections 17, 18, 19 and 20 as follows:

17. ~~OWNERSHIP, ACQUISITION AND TRANSFER LEASE OF THE COMMONS.~~ The Association, as Lessee, ~~has entered into a long-term lease agreement with~~ Heritage Commons, Inc., a non-profit Florida corporation, as Lessor, ~~A as to a non-exclusive undivided interest in and to the demised premises described therein, a copy of said Lease being originally attached hereto as Exhibit "E", and made a part hereof, just as though said Lease were fully set forth herein.~~ The Association, ~~along with Jamestown Association, Inc. and Georgetown Association, Inc., has acquired ownership, as tenants in common, of the demised premises described in the Lease pursuant to a deed recorded in Official Records Book 3759 at Page 1548 of the Public Records of Palm Beach County, Florida, such property more commonly referred to as The Commons. The Association, Jamestown Association, Inc. and Georgetown Association, Inc. entered into The Commons Maintenance Agreement on July 14, 1986 recorded in Official Records Book 4939 at Page 656 of the Public Records of Palm Beach County, Florida, addressing the maintenance, repair and replacement of The Commons and the allocation of the cost thereof. A copy of the deed is substituted in lieu of the Lease as Exhibit "E" hereto. the foregoing leasehold interest pursuant to Florida Statute 711.121, and pursuant to said statutes and the Lease, all~~ All monies due and to become due under the provisions of said Lease The Commons Maintenance Agreement are and shall continue to be for the full term of said Lease, declared to be common expenses of the condominium. Upon approval of the Board of Directors of the Association, the Association may acquire the ownership interest of Jamestown Association, Inc. and/or Georgetown Association, Inc. in or to The Commons and in such event may modify or terminate The Commons Maintenance Agreement as determined by the Board. The Association may transfer and convey any or all ownership interest in and to The Commons to any party(ies) upon the approval of the Board of Directors and a majority of the eligible voting interests of the entire membership of the Association.

~~The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of their taking title to a condominium parcel, agree that notwithstanding the fact that the Lease is attached to this Declaration of Condominium and was recorded in the public records subsequent to the recording of this Declaration of Condominium, that said Lease shall be deemed to have been recorded in public records prior to the recording of this Declaration of Condominium. Each unit owner agrees to be bound by the terms and conditions of said Lease and agrees to make payment to the Association or to the management firm, as may be required by the management agreement and as long as the management agreement shall remain in effect, of his share of the monies due, pursuant to and in the amount, or proportion, or percentage amount, if so stated, as specified in said Lease and this Declaration of Condominium. It shall be mandatory for the unit owner to make said payments regardless of whether or not said unit owner uses the facilities of The Commons.~~

18. ~~MANAGEMENT THE COMMONS MAINTENANCE AGREEMENT.~~ The Association has entered into a management agreement with Heritage Square Management Corporation, a Florida corporation, an executed A recorded copy of The Commons Maintenance Agreement which is annexed hereto as Exhibit "F", and made a part hereof, and substituted in lieu of the management agreement originally annexed as Exhibit "F" hereto.

18.1 ~~DELEGATION OF POWERS.~~ The Association has delegated to the management firm, the power of the Association, through its Board of Directors, to determine the budget, ~~make assessments for common expenses and collect assessments, for those periods of time as provided in this Declaration and exhibits attached hereto, including the management agreement.~~ Each unit owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement for the purpose therein expressed, including but not limited to:

a. ~~Adopting, ratifying, confirming and consenting to the execution of said management agreement by the Association.~~

b. ~~Covenanting and promising to perform each and every of the covenants, promises and undertaking to be performed by unit owners in the cases provided therefor in said management agreement.~~

c. ~~Ratifying, confirming and approving each and every provision of said management agreement, and acknowledging that all of the terms and provisions thereof, including the manager's fees, are reasonable.~~

d. ~~Agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the Association, may be owners of some or all of the stock, directly or indirectly, of Heritage Square~~

~~Management Corporation and are or may be some of the officers and directors of said management firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the management agreement, in whole or in part. The Association and each unit owner further agree that the phrases, "for the period of time specified in the management agreement", and "as long as the management agreement remains in effect", shall mean and include any renewal or extension of the management agreement hereto.~~

~~The Association and unit owners further agree that the monthly assessments to be paid by unit owners for common expenses may include such special assessments incurred by a unit owner for charged to guests and invitees of said unit owner or temporary residents in said unit, as to their use of the facilities of The Commons, and for any special services and charges.~~

~~19. — ADDITIONS OF LANDS TO THE COMMONS. The Lessor under the Long-term Lease of The Commons reserves the right to amend this Declaration of Condominium by adding to the leased premises demised and described in the Long Term Lease of The Commons annexed hereto as Exhibit "E" areas of land with improvements thereon, located within the real property described in that certain deed dated December 24, 1970, and recorded in Official Record Book 1880, at page 629, public records of Palm Beach County, Florida. The size of the area of land, the improvements, if any, of whatever type or nature thereon, the exact location of said area within the aforesaid area, and the time when improvements, if any, are made and the amendment of this Declaration, shall be in the sole discretion of the Lessor however, no additions to the leased premises and no amendment shall be made after twelve (12) years from the date of this Declaration without the written consent of all of the lessees executed in a recordable form. The provisions of this paragraph do not require additions to the leased premises nor does it require the Developer or the Lessor to construct improvements and amend this Declaration as is permitted herein. All lessees of the demised premises (as such demised premises shall exist from time to time) shall be entitled to the use and enjoyment of all of the premises, its improvements and facilities subject to the normal, reasonable rules and regulations as may be imposed from time to time by the management firm, as long as the management agreement remains in effect, and thereafter, by the Lessor, and as further subject to the authority granted to the management firm in the management agreement to assign exclusive use rights as to various parts of the demised premises, its improvements and facilities from time to time as the management firm in its discretion may deem appropriate. An amendment of this Declaration as provided for in this paragraph, shall be deemed to have automatically occurred upon recordation in the public records of Palm Beach County, Florida, of conveyance by warranty deed to the Lessor of any parcels of land as lie within the aforescribed area. The method of amending this Declaration of Condominium in regard to the matters specifically set forth in this paragraph, "Additions of Lands to The Commons", supersedes the provisions for the method of endorsement to this Declaration of Condominium as previously provided herein.~~

1920. MISCELLANEOUS.

1920.1 EASEMENT FOR ENCROACHMENT. The owners of the respective condominium units agree that if any portion of the condominium unit or common elements 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 a condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the condominium parcels agree that encroachments on parts of the common elements or condominium units, as aforesaid, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

1920.2 COVENANTS RUN WITH THE LAND. All provisions of this Declaration and exhibits attached hereto, and amendments thereof, shall be construed to be covenants running with the land, and of every party thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and claimant of the 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 amendments thereof.

1920.3 INVALIDITY OF PARTS WILL NOT AFFECT THE REMAINDER....

1920.4 NOTICES....

1920.5 GENDER....

1920.6 CAPTIONS....

E

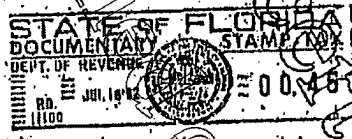
QUITCLAIM DEED BANCO FORM 0

This Quit-Claim Deed, Executed this 15th day of March A. D. 1982 by
 B. E. Miller and L. N. Weisser, as Trustees for Heritage Commons, Inc.,
 a dissolved Florida not-for-profit corporation,
 first party, to Jamestown Association, Inc., a Florida corporation not-for-profit,
 Georgetown Association, Inc., a Florida corporation not-for-profit, and Yorktown
 Association, Inc., a Florida corporation not-for-profit
 whose postoffice address is: c/o Nacion, Niddan, Yocoy & Ariza, P.A., P.O. Box 3704
 West Palm Beach, FL 33407
 second party.

(The terms used herein the terms "first party" and "second party" shall include singular and plural, legal and natural persons, and entities of individuals, and the direct and indirect owners of corporations, trustees and estates in whole or in part.)

Witnesseth That the said first party, for and in consideration of the sum of \$ 10.00
 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
 lease and quit claim unto the said second party forever, all the right, title, interest, claim and demand which
 the said first party has in and to the following described lot, plus or parcel of land, situate, lying and being
 in the County of Palm Beach State of Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



To Have and to Hold the same together with all and singular the appurtenances therunto
 belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
 soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
 second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year
 first above written.

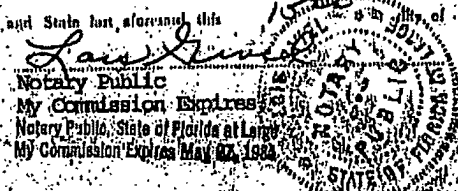
Signed, sealed and delivered in presence of:

B. E. Miller B. E. MILLER, as Trustee
L. N. Weisser L. N. WEISSER, as Trustee

STATE OF FLORIDA
 COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an
 officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
 B. E. Miller and L. N. Weisser, as Trustees for Heritage Commons, Inc., a
 dissolved Florida not-for-profit corporation,
 to me known to be the persons described in and who executed the foregoing instrument and they acknowledged
 before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this
 March A. D. 19 82.



This instrument prepared by: Robert M. Graham
 Gunster, Yoakley, Criser & Stewart, P.A.
 First National Bank Building
 Palm Beach, FL 33480

13160
 45
 1982 JUL 16 AM 11:12
 02 12257

Record and Return
 HERBERT L. GIBSON, ESQ.
 P.O. Box 3704
 West Palm Beach, Florida 33402

This is not a certified copy

EXHIBIT "A"

A portion of Lot 1, Block 12, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 23, page 22, public records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, Block 12, bearing thence North $84^{\circ}32'03''$ West (for convenience, the North line of said Lot 1, Block 12, is assumed to bear $S 0^{\circ}32'03''$ E and all other bearings mentioned herein are relative thereto) along the North line of said Lot 1, 12.53 feet to the Point of Beginning and the Northeast corner of the hereby described property; thence continuing on same course 109.00 feet; thence $S 5^{\circ}27'57''$ W 69.67 feet; thence $N 84^{\circ}32'03''$ W 45.00 feet; thence $S 5^{\circ}27'57''$ W 84.19 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 65.17 feet and whose tangent passing through said point bears $S 51^{\circ}40'11''$ W; thence Southwesterly along the arc of said curve, subtending an angle of $27^{\circ}20'26''$ a distance of 31.10 feet to the end of said curve; thence $S 65^{\circ}32'15''$ E along a line radial to said curve 1.67 feet to the beginning of a curve having a radius of 60.50 feet and being concentric to said 65.17 foot radius curve; thence Southwesterly and Southerly along the arc of said 60.50 foot radius curve subtending an angle of $17^{\circ}38'10''$ a distance of 50.30 feet to the end of said curve; thence $N 04^{\circ}32'03''$ W 143.26 feet to the beginning of a tangent curve concave to the Northeast having a radius of 7.00 feet and a central angle of $106^{\circ}05'39''$; thence Westerly and Northerly along the arc of said curve 12.98 feet to a point of reverse curvature and the beginning of a curve concave to the Northwest having a radius of 905.67 feet; thence Northerly along the arc of said 905.67 foot radius curve subtending an angle of $0^{\circ}29'08''$ a distance of 7.60 feet; thence $N 68^{\circ}55'32''$ W along a line radial to said curve 55.67 feet to the beginning of a curve concave to the Northwest; having a radius of 850.00 feet and being concentric to aforesaid 905.67 foot radius curve; thence southwesterly along the arc of said 850 foot radius curve subtending an angle of $12^{\circ}16'49''$ a distance of 182.19 feet to the beginning of a curve concave to the Southeast having a radius of 100.00 feet and a central angle of $24^{\circ}23'37''$ and whose tangent passing through said point bears $N 70^{\circ}09'17''$ E; thence northeasterly along the arc of said 100 foot radius curve 42.57 feet to a point of reverse curvature and the beginning of a curve concave to the Northwest having a radius of 215.00 feet and a central angle of $24^{\circ}56'12''$; thence northeasterly along the arc of said 215 foot radius curve 93.57 feet to a point of reverse curvature and the beginning of a curve concave to the Southeast having a radius of 125.00 feet and a central angle of $25^{\circ}51'15''$; thence northeasterly and easterly along the arc of said 125 foot radius curve 56.41 feet to the end of said curve; thence $S 84^{\circ}32'03''$ E 136.00 feet; thence $N 5^{\circ}27'57''$ E 46.00 feet; thence $S 84^{\circ}32'03''$ E 38.00 feet; thence $N 5^{\circ}27'57''$ E 92.20 feet; thence $N 72^{\circ}57'57''$ E 76.84 feet; thence $N 5^{\circ}27'57''$ E 156.40 feet, more or less, to the Point of Beginning.

03759 P1549

This is not a valid document

A Parcel of Land in Lots 1 and 2, Block 12, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 29, page 22, public records of Palm Beach County, Florida, more particularly described as follows:

Beginning at the Northeast Corner of the aforesaid Lot 1, Block 12, run thence North 84°32'03" West (for convenience the North line of said Lot 1 is assumed to bear South 84°32'03" East and all other bearings mentioned herein are relative thereto) along the North Line of said Lot 1, 12.53 feet; thence South 5°27'57" West 120.0 feet; thence South 84°32'03" East 88.0 feet; thence North 5°27'57" East 49.5 feet; thence North 84°32'03" West 30.0 feet; thence North 5°27'57" East 19.0 feet; thence South 84°32'03" East 188.37 feet; thence North 75°27'57" East 134.37 feet to the beginning of a 25.0 foot radius curve concave to the Southwest; thence South-easterly along the arc of said curve 38.27 feet through a delta angle of 80°00'00" to the end of said curve; thence North 14°32'03" West 47.04 feet to a point on the North Line of Lot 2, Block 12, said Line being a 906.0 foot radius curve concave to the North and the radius point of which bears North 7°16'40" West; thence Westerly along the arc of said curve a distance of 117.40 feet through a delta angle of 6°50'45"; thence South 14°32'03" East 10.00 feet; thence South 75°27'57" West 46.0 feet; thence North 84°32'03" West 40.8 feet; thence North 5°27'57" East 27.5 feet to the North Line of Lot 2, Block 12; thence along the North Line of said Lot 2, North 84°32'03" West 90.7 feet to the point of beginning.
Containing 0.4319 acres more or less.

A parcel of land in Lots 1 and 2, Block 12, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 29, page 22, public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast Corner of the aforesaid Lot 1, Block 12, run thence North 84°32'03" West (for convenience the North line of said Lot 1 is assumed to bear South 84°32'03" East and all other bearings mentioned herein are relative thereto) along the North Line of said Lot 1, 12.53 feet; thence South 5°27'57" West 120.0 feet to the POINT OF BEGINNING.

FROM THE POINT OF BEGINNING continue thence South 5°27'57" West 101.00 feet; thence South 84°32'03" East 82.0 feet; thence South 5°27'57" West 57.27 feet; thence South 10°40'24" East 218.83 feet to the Southerly Line of the aforementioned Lot 2, Block 12; thence along said southerly line North 73°11'36" East 246.83 feet; thence North 16°40'24" West 29.0 feet; thence South 73°11'36" West 222.03 feet; thence North 16°40'24" West 184.91 feet; thence North 5°27'57" East 52.54 feet; thence South 84°32'03" East 19.0 feet; thence North 73°11'36" East 33.17 feet; thence South 16°40'24" East 153.88 feet; thence North 73°11'36" East 162.16 feet; thence North 6°14'09" West 172.98 feet; thence North 84°32'03" West 172.42 feet; thence North 5°27'57" East 8.5 feet; thence North 84°32'03" West 80.0 feet to the POINT OF BEGINNING.

Containing 1.2880 acres more or less.

2017-59 P1558

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

PREPARED BY AND RETURN TO:
SCOTT G. WILLIAMS
SHUTTS & BOWEN
1575 PALM BEACH LAKES BLVD. #700
WEST PALM BEACH, FLA. 33411

THE COMMONS MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this 14th of July, 1986, by and between Jamestown Association, Inc., a Florida corporation not-for-profit (hereinafter "Jamestown"), Georgetown Association, Inc., a Florida corporation not-for-profit (hereinafter "Georgetown"), and Yorktown Association, Inc., a Florida corporation not-for-profit (hereinafter "Yorktown"), the terms and conditions of which shall extend to the heirs, successors and assigns of said parties.

WHEREAS, Jamestown, Georgetown and Yorktown are three (3) separate and distinct condominium associations, each having the obligation and responsibility for operating their respective condominiums located in West Palm Beach, Florida.

WHEREAS, Jamestown, Georgetown and Yorktown jointly hold title, as tenants in common, to a parcel of land more particularly described in Exhibit "A" attached hereto, by virtue of a deed recorded in Official Records Book 3759, Page 1548 of the Public Records of Palm Beach County, Florida and hereinafter referred to as "the Commons".

WHEREAS, Jamestown, Georgetown and Yorktown, and the residents of their respective condominiums, use said property in varying degrees for ingress, egress, parking, storage, landscaping and strolling and also share in the use of recreation facilities (swimming pool, pool house, tennis courts, clubhouse, etc.) located thereon.

WHEREAS, Jamestown, Georgetown and Yorktown have, to date, operated and maintained the Commons lands and otherwise conducted their joint business through the name of "Heritage Square Agency".

WHEREAS, the parties hereto have determined that it is in their mutual interest and in the best interest of Heritage Square Agency and the Commons to equitably divide the responsibilities for the maintenance, repair or replacement of various areas of the Commons, and the improvements and items of per-

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Heritage Square Agency

sonalty located thereon, among themselves and to grant to one or more of the parties hereto the exclusive use or authority to regulate the use of certain such areas, improvements and items of personalty located thereon.

WHEREAS, the parties hereto have further determined that it is in their mutual interest and in the best interest of Heritage Square Agency and the Commons to agree upon a plan for the immediate repair, renovation and restoration of the esplanade structure located adjacent to the southerly side of the Yorktown building, and to agree upon an equitable apportionment of the expenses attendant thereto.

NOW, THEREFORE, for and in consideration of the Commons premises and of the mutual covenants and agreements set forth herein, the parties agree as follows:

W I T N E S S E T H:

1. Jamestown, Georgetown and Yorktown shall continue to conduct their joint business affairs with respect to operating and maintaining the Commons by and through the name of "Heritage Square Agency". A fictitious name affidavit shall be prepared and filed in the public records of Palm Beach County, Florida to this effect.

2. Jamestown shall assume sole responsibility for and bear the full expense of, all maintenance, repairs or replacement of the following:

(a) The storm water drainage system located on the northerly side of the Jamestown building, and

(b) The blacktop drive and parking area on the northerly side of the Jamestown building, exclusive of that portion of the blacktop drive and parking area which comprises the driveway leading from Embassy Drive to the Georgetown building, as more particularly described in Paragraph 5 hereof.

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3. Georgetown shall assume sole responsibility for, and bear the full expense of, all maintenance, repairs or replacement of the following:

- (a) The storm water drainage system located on the southerly side of the Georgetown building, and
- (b) The blacktop drives and parking areas on the southerly and westerly sides of the Georgetown building, exclusive of that portion of the blacktop drive and parking area which comprises the driveway leading from the Jamestown building and Embassy Drive, as more particularly described in Paragraph 5 hereof.

4. Jamestown and Georgetown shall jointly assume responsibility for, and shall each bear its proportionate share of the full expense of, all maintenance, repairs or replacement of the following:

- (a) The concrete walkways located on the easterly side of the clubhouse and those concrete walkways located between the Georgetown and Jamestown buildings, and
- (b) Landscaping of those Commons lands located to the east of the tennis courts and clubhouse.

5. Jamestown and Georgetown shall jointly assume responsibility for, and each shall bear an equal share of the full expense of, all maintenance, repairs or replacement of the blacktop drive leading from Embassy Drive to the Georgetown building and the blacktop on the adjacent guest parking area, being more particularly described as follows:

A parcel of land in Lots 1 and 2, Block 12, Flaming Waters Country Club, according to the plat thereof recorded in Plat Book 29, Page 22 of the Public Records of Palm Beach County, Florida, to wit:

Beginning at the Northeast Corner of the aforesaid Lot 1, thence North 84°32'03" West a distance of 9.53 feet; thence South 5°27'57" West a distance of 221.08 feet; thence South 84°32'03" East a distance of 62.0 feet; thence North 5°27'57" East a distance of 150.58 feet; thence North 84°32'03"

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West a distance of 19.0 feet; thence North 5°27'57" East a distance of 71.5 feet to the North line of the aforesaid Lot 2; thence along the North line of Lot 2 North 84°34'03" West a distance of 33.47 feet to the Point of Beginning.

Jamestown, Georgetown and Yorktown agree to cooperate in taking prompt action to repair, renovate and fully restore the esplanade structure to a structurally sound and aesthetically pleasing condition. As such, construction bids shall be solicited by representatives of the various condominium associations and submitted to the supervising engineer, T. B. Jensen, P. E. for evaluation and final selection of the general contractor to be awarded the project. The supervising engineer shall consider the professional reputation, ability and overall competency of the general contractors bidding on the project, as well as the actual terms of the bids, in selecting a general contractor. The repairs, renovations and restoration to be performed shall include, but not necessarily be limited to, the following:

- (a) Designing and constructing a proper system for draining the deck area of the esplanade structure, and
- (b) Restoring the cracked areas in the parapets, stairs and walls of the esplanade structure.
- (c) Covering the top deck of the esplanade with a wear-resistant traffic deck coating.

Jamestown, Georgetown and Yorktown shall jointly assume responsibility for all maintenance, repairs, renovation and restoration of the esplanade until such time as the aforementioned repairs, renovation and restoration work has been accepted and certified to as properly completed by the supervising engineer.

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T. B. Jenson, P. E. All costs and expenses associated with such repairs shall be divided among the parties hereto' as follows:

Jamestown	2/7
Georgetown	3/14
Yorktown	1/2

After acceptance and the supervising engineer's certification of completion, Yorktown shall assume full responsibility and expense for further maintenance and repairs in accordance with Paragraph 7 hereof.

7. Except as provided in Paragraph 6, Yorktown shall assume sole responsibility for, and bear the full expense of, all maintenance, repairs or replacement of the following:

(a) The esplanade located on the southerly side of the Yorktown building,

(b) The concrete walks and blacktop under the esplanade and located on the southerly and westerly sides thereof,

(c) The storm water drainage system located under the esplanade and on the westerly side thereof, and

(d) Landscaping underneath and adjacent to the esplanade.

8. Yorktown shall assume sole responsibility for, and bear the full expense of, all maintenance, repairs or replacement of all mechanical and electrical equipment and circuits serving the Yorktown building. This includes all such electrical equipment and circuits located in the mechanical equipment room beneath the esplanade, less and excepting the following:

(a) The water heaters and related plumbing serving the pool house and swimming pool, and

(b) The swimming pool tank including all related motors, pumps and plumbing, and

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(c) The electric meters and circuits providing electric power to the clubhouse, pool house, swimming pool pump motors, pool house water heaters, sprinkler pumps and sewerage ejector pumps.

Jamestown, Georgetown and Yorktown, either jointly or through Heritage Square Agency, shall remain responsible for, and each shall bear its proportionate share of all expenses for, the maintenance, repairs or replacement of the following:

(a) All of the mechanical and electrical equipment, circuits, pumps, tanks and plumbing listed in subparagraphs (a), (b) and (c) of Paragraph 8 above, and

(b) The sewerage system serving the clubhouse, pool house and security office, including the sewerage ejector pumps, and

(c) Landscaping within the swimming pool and clubhouse area, and

(d) The lawn sprinkler systems and related motors, pumps and water wells, and

(e) All other common areas within the swimming pool area, clubhouse, pool house, tennis courts, landing adjacent to the pool house and the esplanade, including walkways, buildings, appliances and equipment for which responsibility has not otherwise been assigned and assumed by this Agreement.

10. Yorktown shall have exclusive use of the westerly portion of the clubhouse, which area is presently utilized for Yorktown residents' storage lockers. As such, Yorktown shall assume sole responsibility for, and bear the full expense of, the following:

(a) The maintenance, repair or replacement of the flat roof, which covers the storage locker area, and

(b) The cost of electric current for the lights in the swimming pool area and on the esplanade.

11. Yorktown, in its sole discretion, may establish rules and regulations governing and restricting the use of the

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esplanade (from the esplanade west steps, eastward to and including the first flight of steps toward the east) and the land beneath the esplanade to the west property line.

12. Jamestown, in its sole discretion, may establish rules and regulations governing and restricting the use of the drive and parking area on the northerly side of its building.

13. Georgetown, in its sole discretion, may establish rules and regulations governing and restricting the use of the drive along the southerly and westerly sides of its building.

14. Jamestown and Georgetown, in their joint discretion, may establish rules and regulations governing and restricting the use of the guest parking area adjacent to the drive leading from Embassy Drive to the Georgetown building and further governing and restricting the use of the Commons area between their respective buildings.

15. Legal title and ownership of the Commons continue to reside in Jamestown, Georgetown and Yorktown, as tenants in common, and the three respective associations shall continue to share on a proportionate basis all expenses for maintaining adequate liability, hazard and property damage insurance coverage as the parties shall determine.

16. Whenever the concept of proportionate sharing of expenses is referred to in this Agreement with respect to the joint responsibilities of Jamestown and Georgetown, the following prorata shares shall apply:

Jamestown	4/7
Georgetown	3/7

17. Except as provided in Paragraph 6 hereof, whenever the concept of proporfionate sharing of expenses is referred to in this Agreement with respect to the joint responsibilities of Jamestown, Georgetown and Yorktown, the following percentages shall apply:

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Jamestown	36.1%
Georgetown	27.1%
Yorktown	36.8%

18. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior agreements as to the matters addressed herein. This Agreement may be amended or changed only by written amendment executed by all parties hereto.

19. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

20. The interpretation, construction, effect and validity of this Agreement shall be governed by Florida law.

21. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fee.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

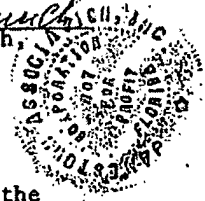
Signed, sealed and delivered in the presence of:

JAMESTOWN ASSOCIATION, INC.

Marilyn A. Langley
[Signature]

By: *William J. Heinrich*
William J. Heinrich,
Vice President

(CORPORATE SEAL)



Executed by Jamestown on the
14th day of July, 1986.

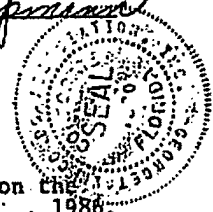
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GEORGETOWN ASSOCIATION, INC.

~~Mary A. Langley~~
~~[Signature]~~

By: Anna Schoppmann
Ann Schoppmann,
Vice-President



(CORPORATE SEAL)

Executed by Georgetown on the 14 day of July, 1986.

YORKTOWN ASSOCIATION, INC.

~~Mary A. Langley~~
~~[Signature]~~

By: Eli Singer
Eli Singer, President



(CORPORATE SEAL)

Executed by Yorktown on the 14 day of July, 1986.

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

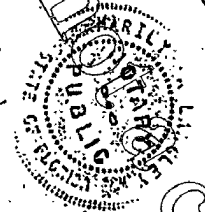
BEFORE ME, the undersigned authority, personally appeared William J. Heinrich, Vice President of Jamestown Association, Inc., a Florida corporation not-for-profit, and acknowledged before me that he executed the foregoing instrument as such officer on behalf of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and seal this 14th day of July, 1986.

Marilyn A. Langley
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JAN 20, 1990
BONDED WITH CENTRAL INS. CO.



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

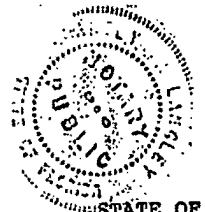
BEFORE ME, the undersigned authority, personally appeared Anna Schoppmann, Vice President of Georgetown Association, Inc., a Florida corporation not-for-profit, and acknowledged before me that she executed the foregoing instrument as such officer on behalf of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and seal this 14th day of July, 1986.

Marilyn A. Langley
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JAN 20, 1990
BONDED WITH CENTRAL INS. CO.



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

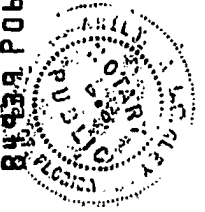
BEFORE ME, the undersigned authority, personally appeared Eli Singer, President of Yorktown Association, Inc., a Florida corporation not-for-profit, and acknowledged before me that he executed the foregoing instrument as such officer on behalf of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and seal this 14th day of July, 1986.

Marilyn A. Langley
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JAN 20, 1990
BONDED WITH CENTRAL INS. CO.



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EXHIBIT "A"

A portion of Lot 1, Block 12, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 23, page 22, public records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, Block 12, thence North 04°32'03" West (for convenience, the North line of said Lot 1, Block 12, is assumed to bear S 4°32'03" E and all other bearings mentioned herein are relative thereto) along the North line of said Lot 1, 12.53 feet to the Point of Beginning and the Northeast corner of the herein described property; thence continuing on same course 109.00 feet; thence S 5°27'57" W 69.67 feet; thence N 84°22'03" W 45.00 feet; thence S 5°27'57" W 84.19 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 65.17 feet and whose tangent passing through said point bears S 51°48'11" W; thence Southwesterly along the arc of said curve, subtending an angle of 27°20'26" a distance of 31.10 feet to the end of said curve; thence S 65°32'15" E along a line radial to said curve 4.67 feet to the beginning of a curve having a radius of 60.50 feet and being concentric to said 65.17 foot radius curve; thence Southwesterly and Southerly along the arc of said 60.50 foot radius curve subtending an angle of 7°28'10" a distance of 50.30 feet to the end of said curve; thence N 04°32'03" W 143.26 feet to the beginning of a tangent curve concave to the Northeast having a radius of 7.00 feet and a central angle of 106°05'39"; thence Westerly and Northerly along the arc of said curve 12.95 feet to a point of reverse curvature and the beginning of a curve concave to the Northwest having a radius of 905.67 feet; thence Northerly along the arc of said 905.67 foot radius curve subtending an angle of 0°29'08" a distance of 7.68 feet; thence N 68°55'32" W along a line radial to said curve 55.67 feet to the beginning of a curve concave to the Northwest having a radius of 850.00 feet and being concentric to aforesaid 905.67 foot radius curve; thence southwesterly along the arc of said 850 foot radius curve subtending an angle of 12°16'49" a distance of 182.19 feet to the beginning of a curve concave to the Southeast having a radius of 100.00 feet and a central angle of 24°23'37" and whose tangent passing through said point bears N 70°09'17" E; thence northeasterly along the arc of said 100 foot radius curve 42.57 feet to a point of reverse curvature and the beginning of a curve concave to the Northwest having a radius of 215.00 feet and a central angle of 24°56'12"; thence northeasterly along the arc of said 215 foot radius curve 93.57 feet to a point of reverse curvature and the beginning of a curve concave to the Southeast having a radius of 125.00 feet and a central angle of 25°51'15"; thence northeasterly and easterly along the arc of said 125 foot radius curve 56.41 feet to the end of said curve; thence S 64°32'03" E 136.00 feet; thence N 5°27'57" E 46.00 feet; thence S 84°32'03" E 30.00 feet; thence N 5°27'57" E 92.20 feet; thence N 72°57'57" E 76.84 feet; thence N 5°27'57" E 156.40 feet, more or less, to the Point of Beginning.

This is not a

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

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A Parcel of Land in Lots 1 and 2, Block 12, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 29, page 22, public records of Palm Beach County, Florida, more particularly described as follows:

Beginning at the Northeast Corner of the aforesaid Lot 1, Block 12, run thence North 84°32'03" West (for convenience the North line of said Lot 1 is assumed to bear South 84°32'03" East and all other bearings mentioned herein are relative thereto) along the North Line of said Lot 1, 12.53 feet; thence South 5°27'57" West 120.0 feet; thence South 84°32'03" East 88.0 feet; thence North 5°27'57" East 49.5 feet; thence North 84°32'03" West 39.0 feet; thence North 5°27'57" East 19.0 feet; thence South 84°32'03" East 198.37 feet; thence North 75°27'57" East 134.37 feet to the beginning of a 25.0 foot radius curve concave to the Southwest; thence South-easterly along the arc of said curve 39.27 feet through a delta angle of 90°08'59" to the end of said curve; thence North 14°32'03" West 47.04 feet to a point on the North Line of Lot 2, Block 12, said line being a 365.0 foot radius curve concave to the North and the radius point of which bears North 7°15'49" West; thence Westerly along the arc of said curve a distance of 117.40 feet through a delta angle of 6°58'14"; thence South 14°32'03" East 19.89 feet; thence South 75°27'57" West 40.0 feet; thence North 84°32'03" West 180.0 feet; thence North 5°27'57" East 27.5 feet to the North Line of Lot 2, Block 12, thence along the North Line of said Lot 2, North 84°32'03" West 90.47 feet to the point of beginning.
Containing 0.4319 acres more or less.

A parcel of land in Lots 1 and 2, Block 12, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 29, page 22, public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast Corner of the aforesaid Lot 1, Block 12, run thence North 84°32'03" West (for convenience the North line of said Lot 1 is assumed to bear South 84°32'03" East and all other bearings mentioned herein are relative thereto) along the North Line of said Lot 1, 12.53 feet; thence South 5°27'57" West 120.0 feet to the POINT OF BEGINNING.

FROM THE POINT OF BEGINNING continue thence South 5°27'57" West 101.08 feet; thence South 84°32'03" East 22.0 feet; thence South 5°27'57" West 57.27 feet; thence South 16°40'24" East 219.63 feet to the Southerly Line of the aforementioned Lot 2, Block 12; thence along said southerly line North 73°11'36" East 246.83 feet; thence North 16°40'24" West 29.0 feet; thence South 73°11'36" West 222.83 feet; thence North 16°40'24" West 184.91 feet; thence North 5°27'57" East 82.54 feet; thence South 84°32'03" East 19.0 feet; thence North 73°11'36" East 33.17 feet; thence South 16°40'24" East 155.66 feet; thence North 73°11'36" East 152.16 feet; thence North 6°14'09" West 172.88 feet; thence North 84°32'03" West 172.42 feet, thence North 5°27'57" East 5.5 feet; thence North 84°32'03" West 88.0 feet to the POINT OF BEGINNING.

Containing 1.2969 acres more or less.

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

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT