SHEFFIELD WOODS AT WELLINGTON, A CONDOMINIUM

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LEVITT HOMES INCORPORATED, a Delaware corporation authorized to do business in Elorida, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on Sheets 21 and 22 in Exhibit 1, labeled Phase 11 together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718 et. seq., as same exists at time of recording this Declaration in the Public Records) and does hereby file this Declaration of Condominium. The realty described on Sheets 42 - 76, labeled as Phases II through AVI and Phases A, B and C are not being submitted in Condominium ownership and this Declaration, but rather are described in condominium ownership by this Declaration, but rather are described in order to meet the regulariements of F.S. 718.403 of the Condominium Act, and may be added to this Condominium pursuant to the provisions of Paragraphs 2.2 - 2.4 hereof.

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- PURPOSE; NAME AND ADDRÉSS; LEGAL DESCRIPTION; EFFECT.
- 1.1 PURPOSE. The purpose of this Declaration is to submit the realty and improvements of the above mentioned Phase I to condominium ownership and use in the marker prescribed by the Laws of the State of
- 1.2 NAME AND ADDRESS. The name of this Condominium is SHEFFIELD WOODS AT WELLINGTON, A CONDOMINION. The address shall be Old Woods Elorida 33411. Drive, Wellington, West Palm Beach,
- 1.3 THE LAND. The real property (the Land) described on Sheets 21 and 22 in Exhibit 1, labeled as that I, is the Condominium Property hereby submitted to condominium ownership. Such property is subject to 382.60 such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the Exhibits attached hereto.
 - 1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall rem with each Unit as herein defined.
 - SURVEY AND DESCRIPTION OF IMPROVEMENTS; AMENDMENTS THERETO.
 - 2.1 SURVEY. On Sheets 11-20 of Exhibit 1 there is a survey of the Land, graphic description, and plot plan of the improvements of Phase I constituting the Condominium, identifying the Units, Common Elements

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Record and Return to:

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œ Ċ $\mathbf{\omega}$ and Limited Common Elements, and their relative locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking spaces are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on Sheet of Exhibit 1, for Phase I.

- 2.2 PHASING. This Condominium is a phase condominium as provided for in F.S. 18.403. On Exhibit 1, Sheets 10 & 23-44 labeled Phases II through XVI and C, there are representations and descriptions of residential phases which may, at Sponsor's sole option, become part of the Condominium. Also set forth thereon is the number and general size of the units to be included in said Phase, and on Sheets 77-80 thereof each such unit's percentage of Common Elements if the phase is added. Exhibit 1 sets forth the time period within which such phases must be completed and added to this Condominium, if added at all. Phases A and B are proposed recreational areas which may be constructed and become a part of this condominium as common elements pursuant to the conditions set forth on the Survey and PIOt Plan on Sheet 3 of Exhibit 1.
- 2.3 AMENDMENT. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association any Mortgagees of Units, or by any party other than the Sponsor.
- 2.4 IMPACT OF PHASING. The general scheme of phasing the Condominium is the submission of the parcel of property to condominium ownership labeled as Phase I on Exhibit 1 and the proposed additions of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this condominium and governed by the same condominium association. It is not anticipated that the submission of additional phases to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The adding of subsequent phases to this Condominium, thereby adding additional Units, will reduce the percentage of common Elements attributable to each previously created Unit, as specifically set forth in Sheets 77-80 of Exhibit 1. The adding of subsequent phases to this Condominium will not affect the vote of any Unit Owner as member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner, provided, lowever, that the total number of votes entitled to be cast will increase by the number of units contained in the phase so added. If Sponsor decides not to add all of the additional residential phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and any amendments thereto adding phases and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association and thereby be entitled to cast Elements.
- 2.5 RIGHT TO ALTER. Sponsor reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Sponsor owns the Units so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Sponsor without the approval of any other party. Sponsor shall unilaterally reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned.
- 3. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act, and as follows, unless the context otherwise requires.
- 3.1 "Condominium" means that form of real property which is created pursuant to the provisions of the Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean Sheffield Woods at Wellington, a Condominium, as established by this Declaration.
- 3.2 "Declaration", or "Declaration of Condominium" means this instrument and all Exhibits attached as they may be amended from time to time.

- 3.3 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to exclusive ownership as specified in this Declaration.
- 3.4 "Common Elements" means the portions of the Condominium Property not included in the Units.
- 3.5 "Dimited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
- 3.6 "Association" means Sheffield Woods at Wellington Condominium Association, inc., a non-profit Florida corporation which is the entity responsible to the operation of the Condominium.
- 3.7 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.
- 3.8 By-Laws means the By-Laws of the aforedescribed Association as they exist from time to time. (Exhibit 3)
- 3.9 "Condominium Act" means the Condominium Act of the State of Florida, (F.S. 718, Expeq.) as it exists at the time of recording this Declaration in the public records.
- 3.10 *Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and in the provisions of this Declaration.
- 3.11 "Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.
- 3.12 "Condominium Property" means and includes the lands and personal property hereby subjected to condominium ownership and the Lands and personal property subjected to condominium ownership by amendments to this Declaration as provided in paragraph 2.2 hereof, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in conhection with the Condominium.
- 3.13 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.
 - 3.14 "Unit Owner" means the owner of a Condominium Parcel.
- 3.15 "Institutional Mortgage" means a state or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government or like entity being a mortgagee of a Unit.
- 3.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.
- 3.17 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.
- 3.18 "Sponsor" means Levitt Homes Incorporated, a Delaware corporation, its successors and assigns, which has created this Condominium.
- 3.19 "Articles of Incorporation" means the Articles of Incorporation of the Association, heretofore filed in the Office of the Secretary of State of the State of Florida. (Exhibit 2)

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING AND STORAGE FACILITIES.

- 4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit 1. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for in Paragraphs 2.2, 2.3, 2.4 and 16 hereof). Paragraphs 2.2, 2.3 and 2.4 hereof specifically contemplate that in the event Sponsor decides to add subsequent residential phases, the percentage of Common Elements shall automatically change as set forth in Exhibit 1 hereof and no consent from any party, including Unit Owners, need be obtained. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.
- 4.2 BOUNDARIES. A unit consists of an individual apartment lying within the following boundaries:

4.2.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) UPPER BOUNDARY--The plane of the undecorated finished ceiling.
- (2) LOWER BOUNDARY--The plane of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical coundaries of the Unit shall be the vertical planes of the unfinished interior surface of the walls bounding the Unit extended to intersections with each other and with the Upper and Lower Boundaries.

- (1) Where there is an aperture in any perimetrical boundary, including, but not imited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings shall be included within the Unit and shall not be deemed a Common Element.
- (2) The interior partitions within a Unit are part of said Unit.
- (3) Where a patio or balcony is depicted on Exhibit 1 hereof to be a portion of the unit, the perimetrical boundary of such Unit shall vary with the exterior infinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.
- 4.2.3 WEIGHT BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries is a Common Element.
- 4.2.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services to the Units and the Common Elements, and for maintaining, repairing and servicing same.
 - a. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to such Unit and are not part of the Common Elements.
- 4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors

and blowers located on or near any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units shall be deemed owned by the Unit Owners and are not a part of the Common Elements.

- 4.3 AUTOMOBILE PARKING AREAS. The Owner of each Unit is entitled to the exclusive use of the parking space upon which there is depicted on Exhibit 1 hereto that Owner's Unit number. Such parking space shall be used only by the Owner of such Unit and such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of said Unit. Parking spaces upon which no Unit number has been indicated on Exhibit thereto shall be a part of Common Elements and subject to rules and regulations determined by the Board of Directors of the Association.
- 4.4 RIGHT TO MOTER. Sponsor reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Sponsor owns the Units of altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Sponsor without the approval of any other party. Sponsor shall unilaterally reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned.
- 5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No Unit may be divided or subdivided into a smaller Unit or Units other than as shown on Exhibit 1 hereto. No Unit, or portion thereof, shall be added to or incorporated into any other Unit (except as provided in Paragraph 2 hereof), without compliance with paragraph 9.5 hereof.

6. EASEMENTS.

- 6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.
- 6.2 EASEMENT FOR UNINTENTIONAL AND RON-NEGLIGENT ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purpose ful negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.
- 6.3 UTILITY EASEMENTS. Utility easements are reserved, and granted, through the Condominium Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium.
- 6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over) through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.
- $6.5\,$ USE. The use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration, as the same may exist from time to time.
- 6.6 SURVEY EXHIBIT--EASEMENTS. The Sponsor shall have the right to create for others, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Paragraph 6. Further, Sponsor shall have the unequivocal right without the joinder of any other party to grant such easements, (ingress, egress and maintenance) to such parties as Sponsor deems fit. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit 1 attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit 1, if any, shall be as provided for therein, and if

- 6. ADDITIONAL EASEMENTS. Sponsor reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of the actual building. However, if requested, the Association and Unit Owners shall join in the creation thereof.
- 7. COMMON EXPENSE COMMON SURPLUS.
- 7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.
- 7.2 EXEMPTION OF SPONSOR. The Sponsor shall be excused from the payment of the share of common expenses in respect of those units owned by Sponsor and offered for sale during such period of time that Sponsor shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than Sponsor shall not increase over a stated dollar amount, and for which period Sponsor shall have obligated itself to pay any amount of Common Expenses not produced by the assessments at the guaranteed level receivable from other Unit Owners.
- 8. ADMINISTRATION OF THE CONDOMINIUM THE ASSOCIATION, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS, VOTENS.
- 8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration and the Condominium Act.
- 8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any then, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.
- 8.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act. Further, the Association shall have the right, when determined by the Board of Directors to be in the best interests of the

Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, PROVIDED, HOWEVER, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

- 8.4 PEPORTS TO MEMBERS. The Association or its designees shall maintain such becords as required by F.S. 718.111.
- 8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the condominium the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertaining to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests same.
- 8.6 INSURANCE DEPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

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

- 8.7 VOTING. Each Unit Owner, including the Sponsor, shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provisions of the By-Laws.
- 8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

9. USE AND OCCUPANCY.

- 9.1 RESIDENTIAL USE. Each Unit is pereby restricted to residential use as a single family residence by the owner or owners thereof, their immediate families, guests and invitees. It is time may the Unit be used by more persons than for which it was designed.
- 9.2 OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the occupants of such Unit, whether in substitution of or in addition to the persons initially designated, except with the approval of the Association given pursuant to the provisions of paragraph 12 of the Declaration of Condominium. All provisions of the Declaration of Condominium shall apply to such designated occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby. These provisions of Paragraph 9 of the Declaration of Condominium shall not be applicable to Sponsor or to any Corporation formed or controlled by Sponsor.
- 9.3 GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Documents.
- 9.4 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof 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.

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- 9.6 FLOOR COVERINGS. All condominium apartment units are required, prior to occupancy to have wall-to-wall carpeting or other flooring material with provision for sound-proofing if required, installed upon all floor areas except the kitchen, baths, entrance area, patio and balcony.
- 9.7 PETS. No animals shall be kept or harbored on the Condominium Property without the written consent of the Association. Such consent, if given, may be upon such conditions as the Association may prescribe and such consent shall be deemed provisional and subject to revocation at any time. A determination by the Board of the Association that an animal or pet kept or harbored in a Unit shall be removed, shall be conclusive and binding on all parties. When notice of revocation or removal of any pet is given, said pet shall be removed within twenty-four hours of the giving of the notice.
- 9.8 NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. We Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.
- 9.9 APPLICABILITY TO SPONSOR. Neither the Unit Owner nor the Association, nor their use of the Condominium, shall interfere with the Sponsor's completion and sale of the Condominium Units. Anything contained herein to the contrary notwiths and ing, the Sponsor may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit in this Condominium.
- 9.10 CHILDREN RESIDENTS. There are no age restrictions or limitations pertaining to persons permitted to reside in or visit this Condominium.
- 9.11 CHILDREN'S USE OF FACILITIES. Persons who are not sixteen (16) years of age or older shall not be permitted to use the recreation facilities of the Condominium, unless under the supervision of an adult unit owner or lawful occupant over the age of sixteen (16) years, except in such cases and under such conditions as the Condominium Association may from time to time establish and require.
- 9.12 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the By-Laws of the Association.
- 10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS.
- 10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements and Limited Common Elements as indicated on Exhibit 1 hereto.
- 10.2 MAINTENANCE BY UNIT OWNER. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to,

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all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor and blower, refrigerant and electrical line appurtenant to his Unit.

- 10.3 LTABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit or Limited Common Elements, as specified above, or refuse to maintain and make repairs as required, of should a Unit Owner cause any damage to the Common Elements or Limited Common Elements, the Association may take such action as it deems necessary and may undertake repairs, replacements or maintenance, and levy a special assessment for the cost thereof against said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.
- 10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.
- enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements, Limited Common Elements, or Unit, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements and Limited Common Elements, PRO-VIDED, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association may retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused occurring on account of any entry.
- 10.6 WATER AND SEWER LINES. Water and sewer service are being provided to this Condominium by Acme Improvement District of Palm Beach County. The Association shall own and maintain the water line from each Condominium Building up to, but not including, the water meter. Each said water meter and the lines supplying water from the water meter to the water source shall be owned and maintained by Acme Improvement District. As to the sewer lines, the Association shall own and maintain that portion of the sewer line running from each building to and including the six-inch sewer service "Y" located approximately five feet from the parking areas. The balance of the sewer lines from said service "Y" to the sewage treatment facility are owned and to be maintained by Acme Improvement District.
- 11. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY.
- 11.1 RESPONSIBILITY. If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any Unit to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Unit.
- All personal property taxes levied or assessed against personal property owned by Association shall be paid by the Association and shall be a Common Expense.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units by other than the Sponsor whall be subject to the following provisions as long as the Condominium and the Condominium Property exists:

12.1 TRANSFERS SUBJECT TO APPROVAL.

SALE. No Unit Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association. All dispositions under this Paragraph 12, or otherwise, shall comply fully with all of the provisions of this Declaration and its Exhibits.

b. LEASE. There are no approval requirements regarding leasing of Dunit.

- c. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership of the 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 continuance of his ownership of the 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 the Unit shall be subject to the approval of the Association.
- 12.2 APPROVAL OF ASSOCIATION. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION O

- (1) SALE. A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended purchaser as the Association may require. Such notice, at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser for the Unit if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.
 - (2) INTENTIONALLY DELETED.
- (3) GIFT, DEVISE OR INHERITANCE OTHER TRANSFERS. A Unit Owner who has obtained his title or a gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof fogether with such information concerning the Unit Owner as the Association may require and a copy of the instrument evidencing the owner's title.
- (4) FAILURE TO GIVE NOTICE. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the

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same. 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) BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed sale and accompanied by an earnest money deposit in current legal funds.
- b. CERTIFICATE OF APPROVAL.

TRANSFER FEE. There may be a reasonable fee charged by the Association for the approval procedures set forth in this Paragraph 12.

- (2) CALE. If the proposed transaction is a sale, then within fifteen (15) days after receipt of the notice, and information concerns the proposed purchaser, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate executed in accordance with the By-Laws of the Association, the form of which is attached thereto as Exhibit A, which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance.
- (3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within fifteen (15) days after receipt of the notice and information required to be furnished concerning such owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approved shall be stated in a certificate executed by the Association in accordance with the By-Laws of the Association, the form of which is attached thereto as Exhibit A, and which shall be recorded in the Public Records as hereinabove provided.
- (4) APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a Unit is a corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be Occupants of the Unit be approved by the Association and that the principals of the Corporation or entity shall guarantee the performance by the Corporation of the provisions of this instrument, and execute either a copy thereof or a certificate to that effect.
- 12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:
 - a. NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser, the Association shall deliver a certificate of disapproval executed in accordance with the By-Laws of the Association and the transaction shall not be consummated.
 - b. SALE--REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Unit Owner a bona fide agreement to purchase the Unit 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 and terms of payment shall be as stated in the disapproved offer to sell.
- (2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or on the closing date set forth in the disapproved offer to sell, whichever last occurs.
- (3) 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 as elsewhere provided.
- c. GIRT8; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the Unit Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association who will burchase and to whom the Unit Owner must sell the Unit upon the tollowing terms:
 - (1) The sale price 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. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale (of the Unit.
 - (2) The purchase price shall be paid in cash.
 - (3) The sale shall be closed within thirty (30) days following the determination of the sales price.
 - (4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.
 - (5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Paragraph 12.3b(3) shall apply.
- 12.4 MORTGAGE. No Unit Owner may mortgage his Unit, or any interest therein, 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.
- 12.5 EXCEPTIONS; PROVISO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall hot apply to a transfer to or transfer by an Institutional Mortgagee or its nominee that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.
 - a. PROVISO. Should an Institutional Mortgagee or its nominee acquire title to an apartment as hereinabove provided, such Institutional Mortgagee or nominee shall immediately thereafter notify the Association of such fact. The failure of such a Mortgagee to so notify the Association shall not affect the validity of any deed to or by such Mortgagee nor make the conveyance subject to approval by the Association. The purchase from an Institutional Mortgagee or its nominee shall not be subject to approval by the Association as provided in this Article 12.
 - b. PROVISO. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Paragraph 12.3c, and all of the provisions of this instrument.

- 12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a Condominium Unit to transfer to transferee all the Condominium Documents originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.
- 12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized sursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.
- 12.5 PROVISO. No certificate of approval shall be issued by the Association as provided in this Paragraph 12 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.
- 12.9 INAPPLICABILITY TO SPONSOR. None of the provisions of this Paragraph 12 shall apply to any Unit owned, initially or reacquired, by the Sponsor or any corporation that is a parent; affiliate or subsidiary of the Sponsor and said firms may sell or lease any such units as it deems fit.
- 12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses; nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e. Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession.
- 12.11 IMMUNITY FROM MABILITY FOR DISAPPROVAL. The Association, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving of any person pursuant to this Paragraph 12, or for the method or manner of condicting the investigation. The Association, its agents or employees shall never be required to specify any reason for disapproval.
- 13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the condominium shall be governed by the following provisions:
- 13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. All Institutional Mortgagees which hold first mortgages on Units totalling more than \$1,000,000.00 shall, if they so request, have the right to reasonably approve the policies and the amount of insurance thereof. In the event the Association fails or refuses to provide the insurance herein provided, said Institutional Mortgagees shall have the right to pay for same and be subrogated to the lien rights of the Association as herein provided against all the Units in order to recover any such payments.
- 13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.
- 13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

- 13.4 COVERAGE. The following coverage shall be obtained by the Association:
 - a. The buildings and all other insurable improvements upon the land, including all of the Units as originally constructed, furnished and equipped by Sponsor, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards, as determined by the Association, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available
 - b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$300,000.00 for bodily injury or death to any person; not less than \$500,000.00 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000.00 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner, and one Unit Owner to another.
 - c. Workmen's compensation policies shall be obtained to meet the requirements of law.
 - d. Such other insurance as the Board of the Association may determine to be necessary from time to time.
- 13.5 INSURANCE TRUSTEE. It insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a bank doing business in Palm Beach County and having trust powers which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Mortgagee holding the greatest dollar amount of first mortgages on the Units. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as said, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:
 - a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the units.
 - b. Proceeds on account of damage to the Units shall be held in the following manner in undivided shares:
 - (1) PARTIAL DESTRUCTION WHEN THE DAMAGE IS TO BE RESTORED: For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustees the appropriate proportions, each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.
 - (2) TOTAL DESTRUCTION OF A BUILDING WHEN THE DAMAGE IS NOT TO BE RESTORED: For all Unit Owners of a destroyed building the share of each being in the same proportion as the Unit Owner's undivided share in the Common Elements which is appurtenant to his Unit compared with the other Unit Owners in the destroyed building. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be

held in trust for the mortgagee and the Unit Owner as their interest may appear.

- 13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance trustee shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:
 - a. It the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs therefor. Any proceeds remaining after defraying said costs shall be distributed to the Association.
 - b. If It is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners for whom it is being held and their mortgagees as their interest may appear.
 - c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.
- 13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner for each owner of a mortgage upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:
 - a. COMMON ELEMENT. If the damage is only to a Common Element the damaged property shall be reconstructed.

b. DAMAGE TO UNITS:

- (1) If the damage is to Unite and if Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be unternal able, then the damaged property will not be reconstructed and the Condominium will be terminated (without agreement as elsewhere provided), unless within sixty (60) days after the casualty Unit Owners owning 75% or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the foregoing, if the damages could be repaired for \$100,000.00 or less the property shall be reconstructed.
- (2) If the damage is to Units, but Units to which more than 30% of the Common Elements are appurted ant are found by the Board of Directors to be tenantable, them reconstruction shall be determined on a building-by-building basis as follows:
 - (i) If Units in a particular building which represent 50% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all Units in said building agree in writing not to reconstruct, in which event the Units in that building shall be removed from the Condominium (without agreement) pursuant to Paragraph 13.16 and 13.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for \$20,000.00 or less, the property will be reconstructed.

(ii) If Units in a particular building which represent 51% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenantable, then said damaged building will not be reconstructed and the Units in the building will be removed from the Condominium (without agreement) as provided in Paragraph 13.16 and 13.17 hereof, unless within sixty days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction, provided, however, that notwithstanding the fact the required number Of Units are untenantable if such property may be reconstructed for \$20,000.00 or less, the property shall the reconstructed.

- c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- 13.9 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. (in all other instances, the responsibility of reconstruction after casualty shall be that of the Association.
- 13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes.
- 13.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and regair, the Association shall obtain a reliable, detailed estimate of the cost to reconstruct. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.
- 13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion or reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's shares in the Common Elements.
- 13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:
 - a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.
 - b. If the amount of the estimated cost of reconstruction is less than \$25,000.00, and is the responsibility of the Association, the construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary

of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

- c. If the amount of the estimated cost of reconstruction is more than \$25,000.00 and is the responsibility of the Association, then the reconstruction funds shall be applied by the Insurance trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:
 - (1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.
 - (2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or material man's liens.
 - (3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.
- d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association, provided, however, if special assessments were made under Paragraph 13.12 hereof, then all or a part of said balance shall be returned to the Unit Owners paying said assessment, prorata, according to the amount each paid, up to the full amount each paid, then to the Association.
- 13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the responsibility for reconstruction is that of the Unit Owner. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.
- 13.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association or owners in a particular building is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.
- 13.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8.b, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole prorata expense of the Unit Owners who own Units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

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13.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 13.8.b hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building, on account of casualty to said building, shall be contingent upon such Unit Owners conveying by Quit-claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgagees thereof executing Satisfactions of Mortgages, in recordable form, for all mortgages encumbering Units in said building. The share of Common Expense of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which was not restored, and in order to collect said Common Expenses attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals said actual expenses and assessments

14. ASSESSMENTS; LIABLEITY, LIEN AND ENFORCEMENT.

- 14.1 GENERAL AUTHORITY. The Association shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.
- 14.2 UNIT OWNER'S GENERAL DIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall be a Common Expense. Sponsor's limitity shall be as specified in Paragraph 7 hereof.
- 14.3 PAYMENT. The assessment levied against the Unit Owner and his Unit shall be payable in such installments, and at such times as may be determined by the Board of Directors of the Association.
- 14.4 EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

14.5 RESERVES.

- a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund in compliance with Florida Statutes 718.112(2)(k) unless waived as therein provided.
- b. OPERATING RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payments of assessment by Unit Owners or as a result of emergencies.
- . 14.6 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties

imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

- 14.7 OPFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Elorida. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.
- 14.8 NO WAIVER. NO Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.
- 14.9 LIEN. The Association is hereby granted a lien upon each Condominium Unit, together with 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), which lien shall secure the payment of monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorneys' fees incurred as an incident to the enforcement of said tien. The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, Unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.
- 14.10. PROVISO. In the event that any person or Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the wilt which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit Owners of any nature, including, without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.
- 14.11 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mort-gagee or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

- 14.12 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any conveyance of a Unit, the Grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage or by deed in lieu thereof, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such unit until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred on account thereof and due and owing by the former Unit Owner, have been paid in full.
- 14.13 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of built at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.
- 14.14 LIENST MECHANICS. The creation and enforcement of mechanic's, and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121--LIENS) the Condominium Act.
- 15. TERMINATION. The Condominium may be terminated in the following manner:
- 15.1 DESTRUCTION. If it is determined because of the circumstances and in the manner provided in Paragraph 13.8.b.(1) hereof that the Condominium Property shall not be reconstructed, the Condominium will be terminated.
- 15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.
- If the proposed termination is submitted to a meeting of the Association, and if the approval of the owners of not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:
 - a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.
 - b. PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.
 - c. PAYMENT. The purchase price shall be paid in cash.
 - d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.

- e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.
- 15.3 CERTIFICATE. The termination of the condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.
- 15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).
- 15.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Limited Common Elements shall be extinguished by virtue of the termination of the Condominium.
- 15.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Units.
- 15.7 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.
- 16. AMENDMENTS. Except as therein or elsewhere provided, this Declaration may be amended in the following manner:
- 16.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- 16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either a 75% vote of the entire Board of Directors of the Association, or by a 75% vote of the members at a duly called and noticed meeting. 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 within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:
 - a. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or,
 - b. Not less than 90% of the votes of the entire membersip of the Association; or,
 - c. Until the first election of a majority of the directors by the membership other than Sponsor as provided for in Article VIII of the Articles of Incorporation, by all of the directors.
- 16.3 OMISSION OR ERROR. Pursuant to Section 718.304, F.S., Whenever it shall appear that there is an omission or error in the Condominium Documents the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Documents may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board and shall become effective when unanimously approved by the entire Board. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded.

16.4 PROVISO

a. Except as otherwise provided in this document, no amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus,

change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.

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b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

17. REMEDIES

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- 17.1 RBITEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Documents as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the Managing Agent, if any, Sponsor, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Documents shall or may constitute an injury to the Association, the Managing Agent, if any, Sponsor or the other Unit Owners, and that such injury may be irreparable.
- 17.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Instrument or its exhibits, the Association, the Managing Agent, if any, or the Sponsor, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. In any action by or against Sponsor, where Sponsor is the prevailing party, arising out of or concerning the Condominium Documents or Sponsor's obligations thereunder, Sponsor shall be entitled to recover all costs of the proceedings, including reasonable attorneys' fees at all levels including the trial and appellate level.
- 17.3 NO WAIVER. The failure of Association, the Managing Agent, if any, a Unit Owner, or the Sponsor to enforce any right, provision, covenant, or condition created or granted by the Condominium Documents shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.
- 17.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the Managing Agent, if any, Sponsor, or Unit Owner pursuant to any of the provisions of this Declaration 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 available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."
- 17.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Sponsor, do further waive the right to trial by jury and consent to a trial by the court without a jury.
- 17.6 APPOINTMENT OF AGENT; PROVISO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Sponsor.

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18. MISCELLANEOUS RIGHTS OF SPONSOR.

- 18.1 CONFLICT OF INTERESTS. No representative of the Sponsor serving on the Board of Directors of the Association shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the Sponsor, or Managing Agent, if any, and the Association where Sponsor, or Managing Agent, if any, may have a pecuniary or other interest. Sponsor, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease or other matter where sponsor may have a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.
- 18.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right to use and occupy any hasold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose. Until the Sponsor has conveyed the last Unit in the last constructed phase of this Condominium, or Units in other condominiums in the area developed by Sponsor, the Sponsor shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration or Exhibits attached hereto.
- 19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailes to the Secretary of the Association, or in case of the Secretary's absence then to the President of the Association.

Notices to the Sponsor shall be made by delivery to Sponsor at 1499 West Palmetto Park Road, Boca Rator, Florida 33432.

- 20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the saws of the State of Florida. This construction shall govern in all matters.
- 21. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.
- 22. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs of considered in connection with the construction of any of the provisions of this Declaration.
- 23. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable. The remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
- CD 24. ASSIGNMENT. The Sponsor may, upon conveyance of all or a portion of the Units it owns, prior or subsequent to any such conveyance, designate the Grantee thereof as a successor developer or Sponsor who shall then be deemed to have all rights granted and reserved to Sponsor herein.
- 25. SPONSOR'S MORTGAGEE. Any person or entity which holds a mortgage executed by Sponsor, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be an Institutional Mortgagee for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.

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IN WITNESS WHEREOF, the Sponsor this 10th day of February , 19	has executed this Declaration on 81.
Signed, Sealed and Delivered in the Presence of:	LEVITT HOMES INCORPORATED
Mula J. Buen Ter	By Steven A. Wollman (SEAL) Its President (CORP. SEAL)
STATE OF FURIDA : SS. COUNTY OF PARTY BEACH)	TO CO TO STATE OF THE PARTY OF
of LEVITT HOMES INCORPORATED, a Delawa before me that he executed such ins corporation, and that said instrument corporation.	o me well known to be the person going instrument as President re corporation, and he acknowledged trument as such Officer of said is the free act and deed of said
WITNESS my hand and official seal , this 10 this fay of felrus	Marlene Q. horton
	My Commission Expires: NOTICE PUBLIC STATE OF FLORIDA AT LAXOR AN COMMISSION EXPIRES BULY 4 1983 BONDED THOU GENERAL INS. UNDERWITTERS
FOR GOOD AND VALUABLE CONSIDERATION ACKNOWLEDGED, SHEFFIELD WOODS AT WELL INC., a Florida corporation not for profession of the benefits and all of the duties, burdens imposed upon it by the profession and Exhibits attached here	responsibilities, obligations and visions of this Declaration of
IN WITNESS WHEREOF, The above Florida corporation not for profit, signed in its name by its President, a day of february, 1981.	named Condominium Association, a has caused these presents to be attested to by its Secretary, this
Signed, Sealed and Delivered in the Presence of:	SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC.
Trances D. Jolann	ATTEST: CORPORATE SEAL)
	(CORPORATE SEAL)

SS.

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared

Alfred G. West and Claudette Morency, to me well
known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of SHEFFIELD WOOD AT WELLINGTON CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that said instrument is the free act and deed of said corporation.

witness my hand and official seal, at Boca Rates this 10 day of Yearning, 1981.

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES NOV 30 1983 BONDED THRU GENERAL INS . UNDERWRITERS

B3463 P0768

(NOTE: The "tie-in" Surveys and "as builts" for PHASE I are depicted on Sheets 12 through 20 hereof.)

Surveyor's Certificate Sheet General Notes 4-7 Location Maps Proposed Recreational Phases A and B 8-9 10 Proposed Residential Phase C 11 Survey for Phase I
"Pie-in" Survey for Buildings 1, 2, 3 and 4 of Phase I
"Tie-in" Survey for Building 5 of Phase I
"Tie-in" Survey for Building 6 of Phase I
"As built" for Building No. 1 of Phase I
"As built" for Building No. 2 of Phase I
"As built" for Building No. 3 of Phase I
"As built" for Building No. 4 of Phase I
"As built" for Building No. 5 of Phase I
"As built" for Building No. 6 of Phase I Survey for Phase I 12 13 14 15 16 17 18 19 "As built" for Building No. 6 of Phase I Legal Description for Phase I Proposed Survey exhibits for Phases II - XVI 20 21-22 -23-41 -Legal Descriptions for Proposed Phases A, B, C and 42-76 -II through (XVI)
Percentages of Common Elements for all proposed phases

SHEFFIELD WOODS AT WELLINGTON, A CONDOMINIUM

SURVEYOR'S CERTIFICATE

SS

COUNTY OF PARM BEACH

BEFORE ME the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Gary A. Burden who after first being duly cautioned and sworn, deposes and says as follows: follows:

- That he is a duly registered land surveyor under the Laws of State of Florida, being Surveyor No. 3691.
- Affiant hereby certifies that the construction of the improvements described for Phase I, is substantially complete that this Exhibit, together with the Declaration of Condominium of SHEFFIELD WOODS AT WELLINGTON A CONDOMINIUM, and the Exhibits attached thereto, is an accurate representation of the location and dimensions of the improvements described and that the identification, location and dimensions of the Common Elements, and Coach Condomimium Unit therein can be determined from these materials.

FURTHER AFFIANT SAITH NAUGHT

SWORN TO AND SUBSCRIBED BEFORE MI

DAY OF February

My...Commission Expires:

Section and Property Notary Public, State Of Florida At Large My Commission Expires Mar. 16, 1984 Bonded Thru Conion Insulance Agoncy, Inc.

3483

Sheet 1

GENERAL NOTES

 The percentage of ownership of common elements appurtenant to each Unit and each Unit's share of common expenses are as follows:

5	THASE I		PHASE I		
TYPE	en e		PERCENTAGE		
All A type and AR type Ur	nits		2.560%		
The following B type and 4-7, 5-2, 5-4, 5-6, 5-8	BR type Units:	2-2, 2-4, 4-5,	- 2.886%		
All other B type and OBR t	type Units	<u></u>	- 2.887%		
			4.0		

The type of each Unit in Phase I is shown on Sheets 11 through 20 hereof.

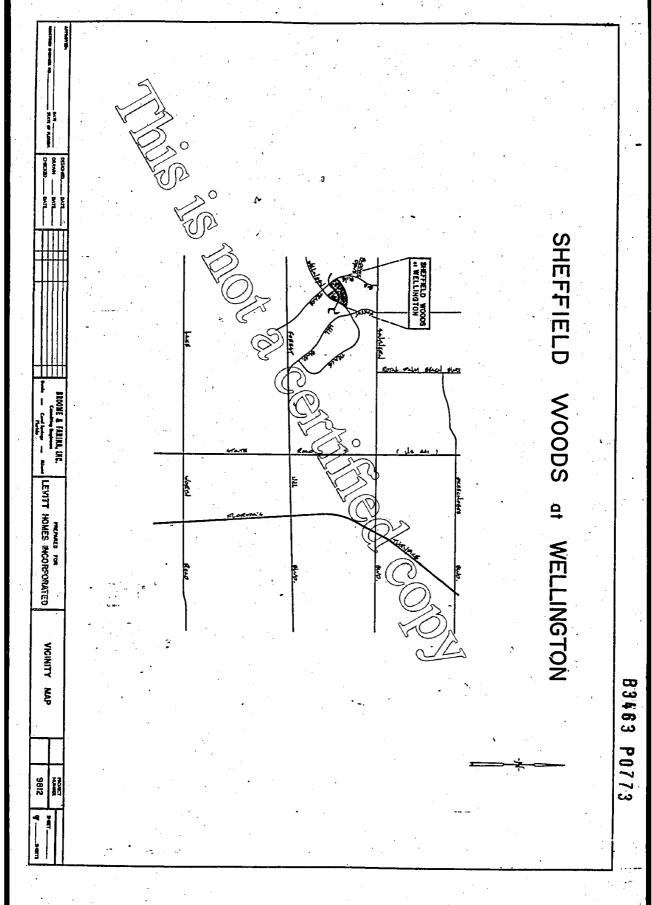
- 2. All Condominium units located on the Condominium property are given identifying numbers, which are delineated within each Condominium unit space in this Exhibit No. The Condominium Unit number is also the Condominium parcel number.
- 3. The Condominium property submitted to condominium ownership by the Declaration of Condominium is and shall be subject to easements, without compensation to the Association and its members, for the purposes of drainage, drainage maintenance, utility services, including but not limited to, Florida Power and Light Co., Telephone Company, sanitary and water lines, and any other easements deemed necessary at the sole discretion of the Sponsor whether or not granted prior to the submission of the subject premises to Condominium ownership. In the event that said easements are deemed necessary by the Sponsor after the submission of the property to Condominium ownership, the Sponsor shall be and is herein appointed by the Condominium Association (by its acceptance of this Declaration) and by the Condominium Parcel Owners (by their acceptance of this Declaration and of the Deed to their Condominium Parcel), as attorney-in-fact for the Condominium Association and all Condominium Parcel Owners for the purposes herein expressed and the same shall require the signature of no other party whomeover.
- 4. Areas designated, "Access Easement" are easements for ingress and egress over, upon and across said areas, for the benefit of all persons resident upon the Condominium Property submitted to condominium ownership by the Declaration of Condominium and for the Sponsor, its employees, quests and invitees; and for all persons designated by the Sponsor. The Sponsor, its agents, employees, and contractors, may additionally use such areas for purposes of completing construction and development of other buildings and improvements upon adjacent properties. The foregoing easement hereby created shall burden said Condominium Property for the benefit of the parties described herein, and shall run with the land. Said easement hereby created shall endure perpetually. Said easement may be terminated in whole or in part, or changed, relocated or expanded to include additional parties, other than named herein, upon the joint consent of the Sponsor, its successors and assigns, and the Condominium Association responsible for the operation and management of said condominium which is hereby irrevocably

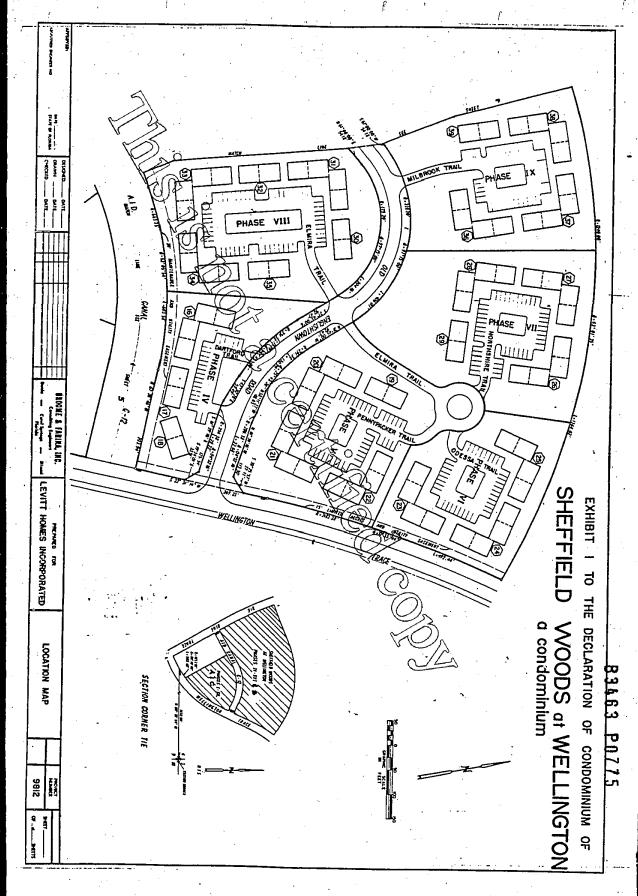
appointed and authorized by the Condominium parcel owners to execute said instrument, and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing shall be deemed to be included in the Declaration of Condominium to which this Exhibit No. 1 is attached, just as though it were fully set forth therein. The foregoing easement shall be subject to such easements as may be required for drainage and utility service easements as the SPONSOR may hereafter deem necessary, and the SPONSOR shall have the right, in its sole discretion, to grant such drainage and utility service easements over, upon and across and under said parking street easement area as it deems necessary, and the consent of no other party shall be required.

- 5. Areas designated "Parking Area" are automobile parking spaces. The Owner of each Unit is entitled to the exclusive use of the parking space upon which there is depicted on Exhibit 1 hereto that Owner's Unit number. Such parking space shall be used only by the Owner of such Unit and Such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of said Unit.
- of Florida Statute 718.403, Condominium Act, the Sponsor states that the first phase of this Condominium will be Phase I which will be completed within six months from the recording of this instrument in the public records of Palm Beach County, Florida. The proposed order of completions for subsequent residential phases is as follows: II, III and C, provided however, in the event that Sponsor, in its sole discretion, electron to construct additional residential phases, the order of completion will be as follows: II, III, IV, V, VI, VII, VIII, IX, X, XI, XIII, XIII, XIV, XV, XVI and C. Each of the above referenced subsequent phases will be completed within two years from the end of the completion time for the preceding phase. The construction and completion of the foregoing phases are subject to Sponsor's right not to so, in Sponsor's sole discretion. Phase C does contain residential units, however, said Units will not be added to the Condominium until Sponsor has completed the use of said Units as models and sales facility. Said Phase C will be added to this Condominium as the last phase, following the last of Phases I through XVI, whichever is last constructed by Sponsor and added to this Condominium.

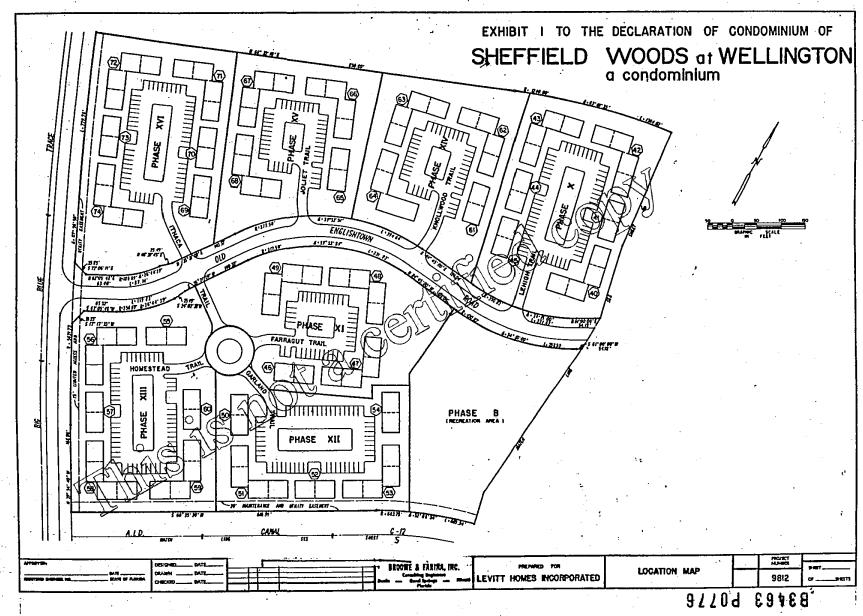
Phases A and B contain no units, but tather only recreational facilities which will become Common Elements to the Condominium if said phases are added. The contingencies upon the addition of Phases A and B are as follows: In the event that Sponsor submits to condominium ownership in this Condominium 192 Units or less, then the only recreational phase to be submitted to condominium ownership will be Phase A. In the event that the Sponsor submits to condominium ownership in this Condominium nor than 192 Units, then Recreational Phase B will also be submitted to condominium ownership. In the event that said Phase B is added to this Condominium, then the recreational improvements to be constructed on Phase A shall be as provided under the "Alternate Plot Plan" as shown on Sheet 8 of this Exhibit. The time period within which Phase A or Phases A and B, in accordance with the contingencies set forth immediately above, must be completed shall be on or before June 30, 1982. In the event that only recreational Phase A is added to this Condominium, then the minimum personal property to be included within said phase and provided by the Sponsor shall be as follows: Minimum expenditure of \$1,500 for chaise lounges, chairs and tables.

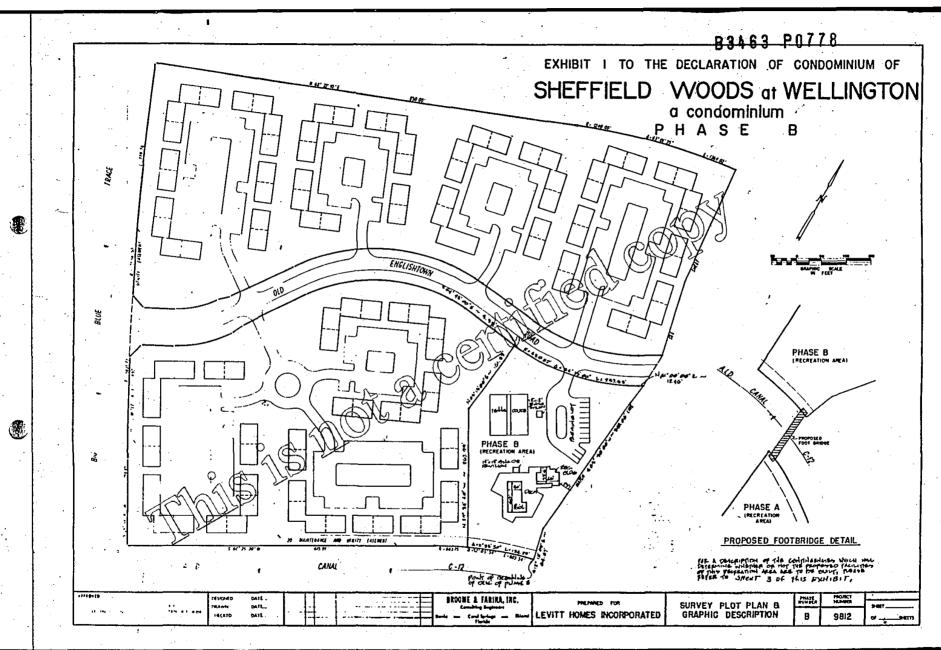
In the event that recreational Phase B is also added to this Condominium, then the minimum personal property to be provided in Phases A and B will be as follows: Minimum expenditure of \$15,000 for furniture and equipment for recreational building including billiard tables, poker tables, folding tables, parsons tables, folding chairs, parsons chairs, club chairs, cigarette tables, lamps, love seats, cocktail tables and stick lamps; poolside furniture including chaise lounges, sit-up chairs and tables; tennis pavillion furniture including sit-up chairs and tables; pool deck shade pavillion including sit-up chairs and tables; and shuffleboard equipment.

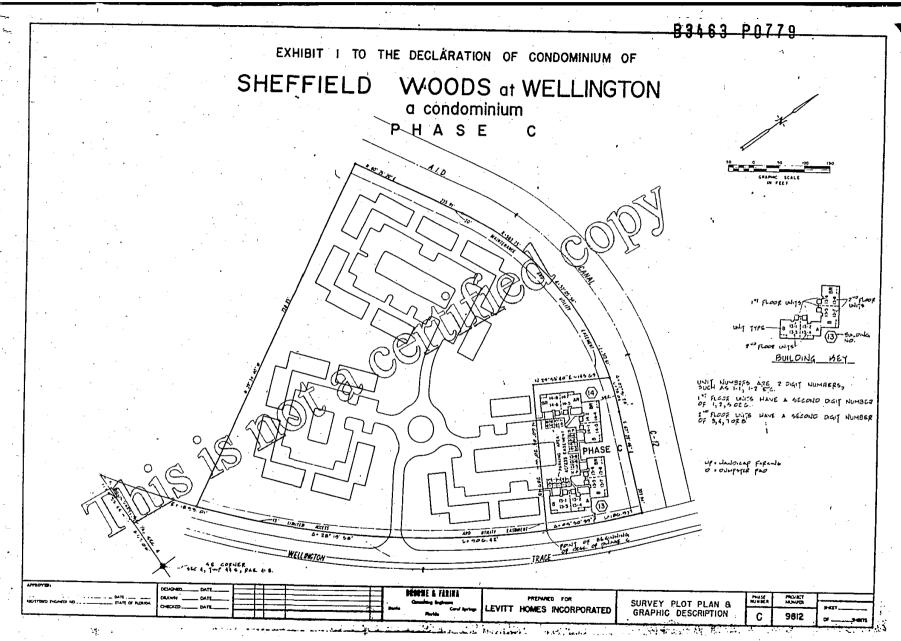


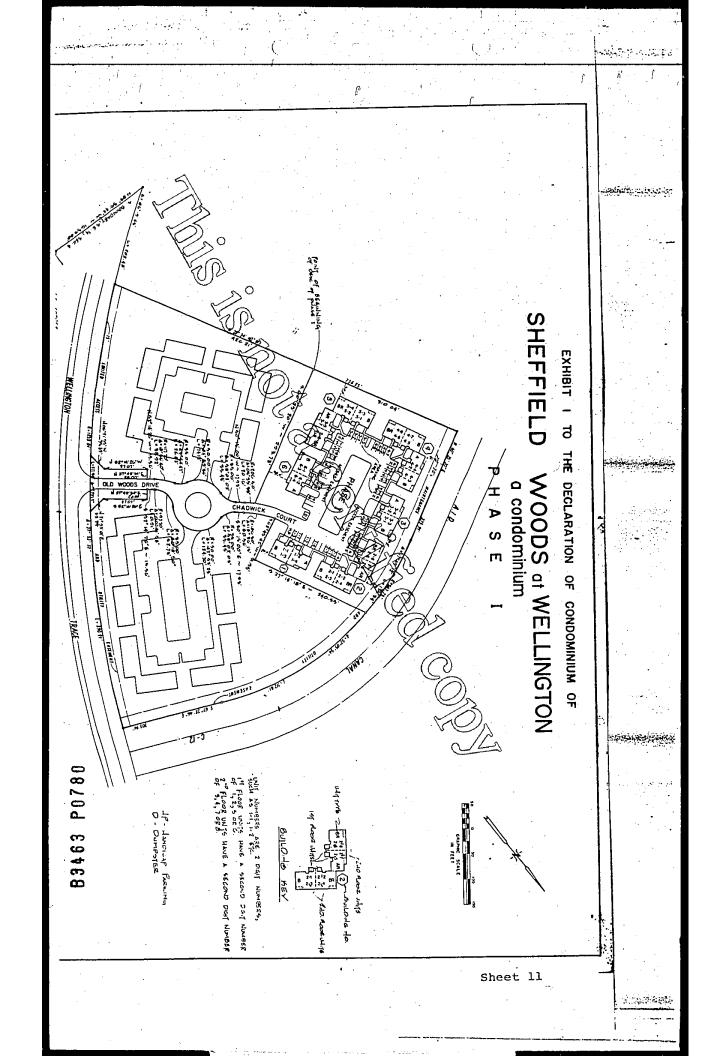


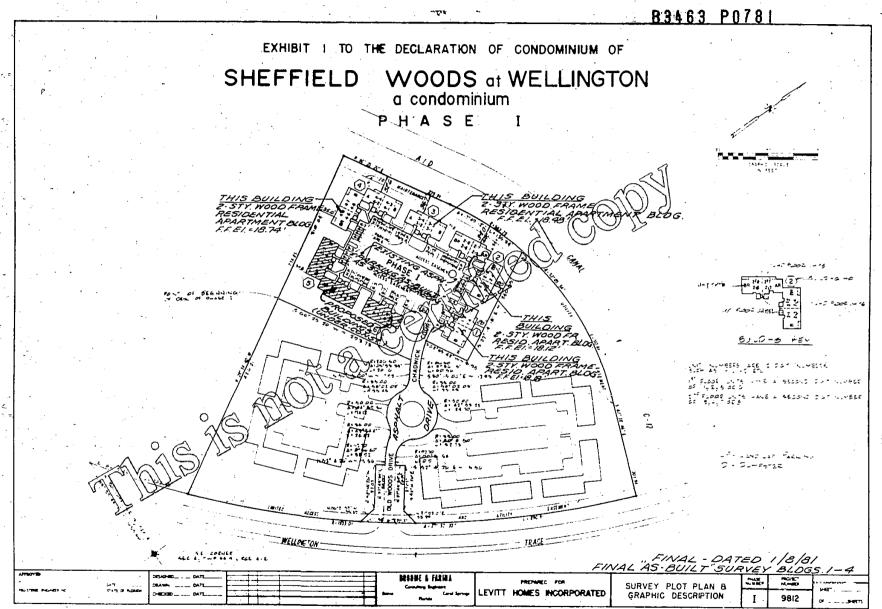
Sheet 6



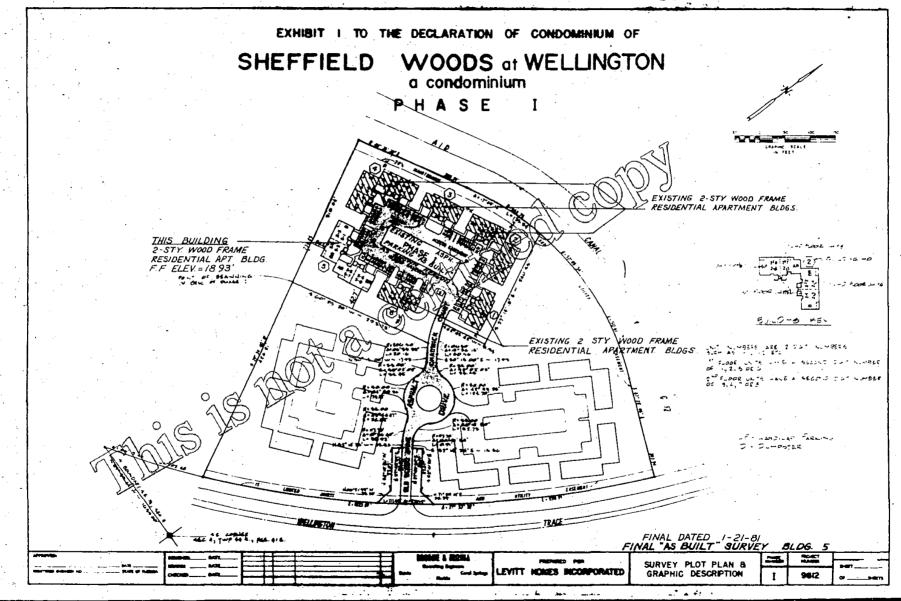


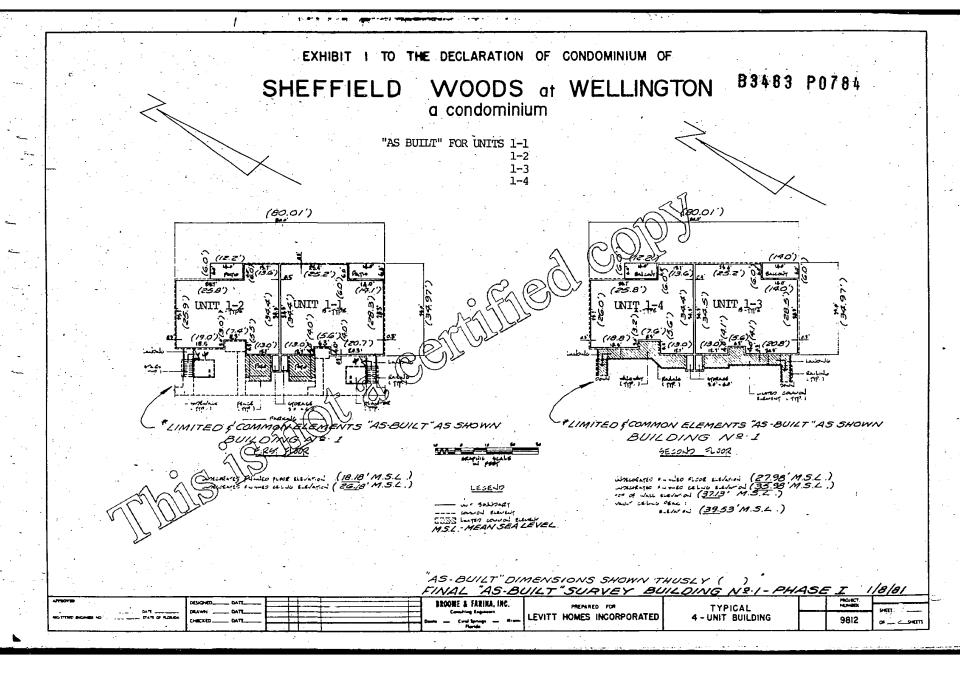






RECORDER'S MEMO: Legibility of Writing. Typing or Printing unsatisfactory in this document when received.



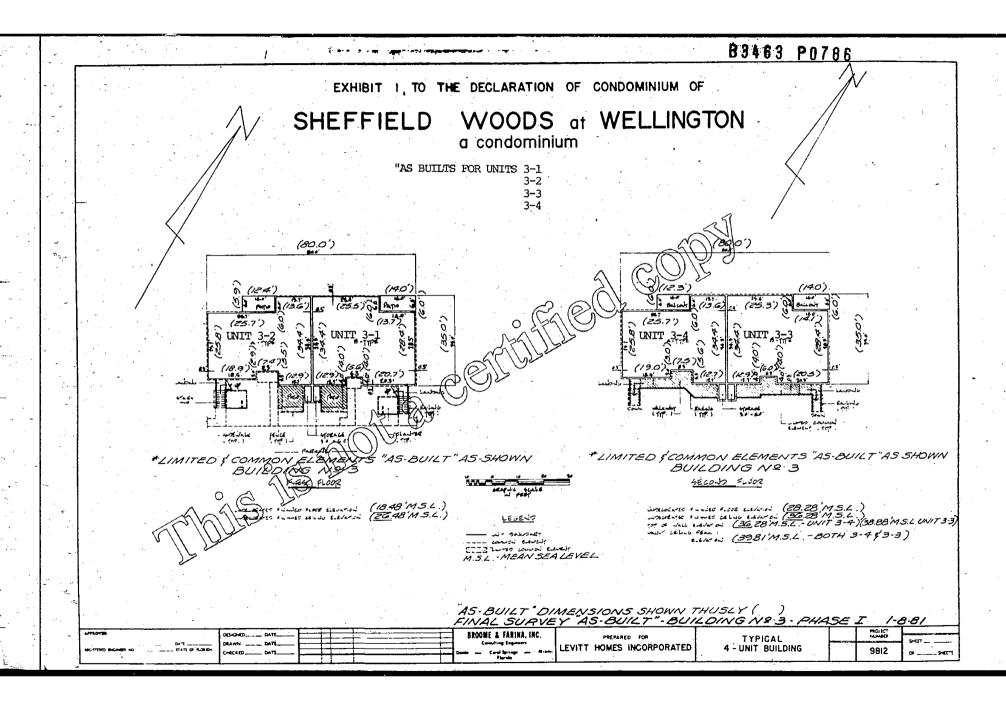


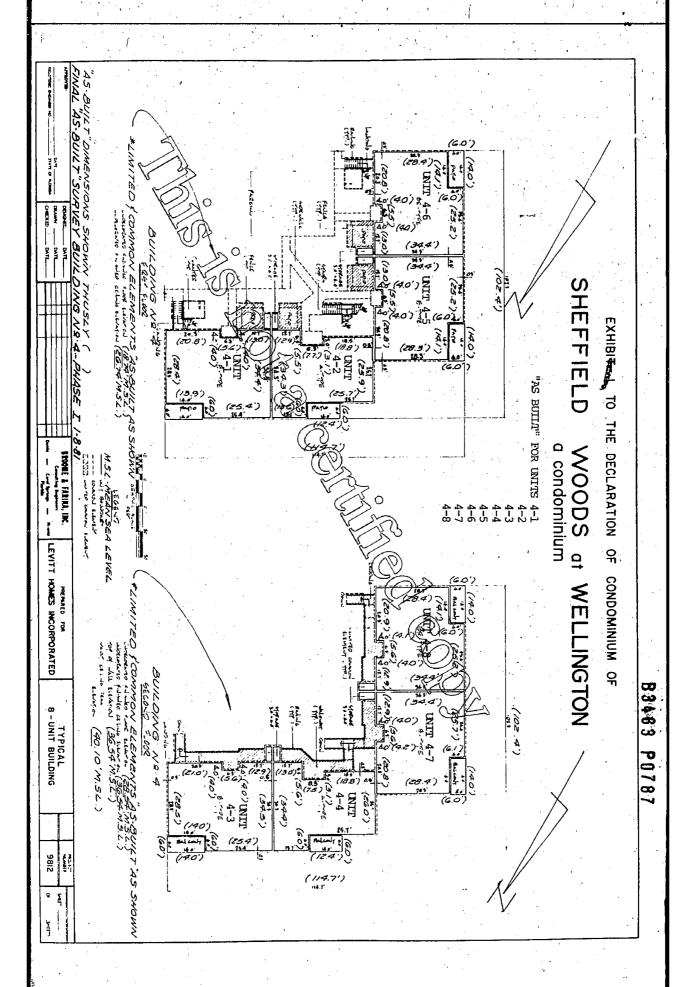
B3463 P0785 EXHIBIT I TO THE DECLARATION OF CONDOMINIUM OF SHEFFIELD WOODS at WELLINGTON a condominium "AS BUILT" FOR UNITS 2-1 (102.3) (102.37) 2-2 (14.0) 2-8 UNIT (4.0 (28.4') 111101NG NO. 2 BUILDING NO Z SECOND FLOOR TED & COMMON ELEMENTS "AS BUILT "AS SHOW!

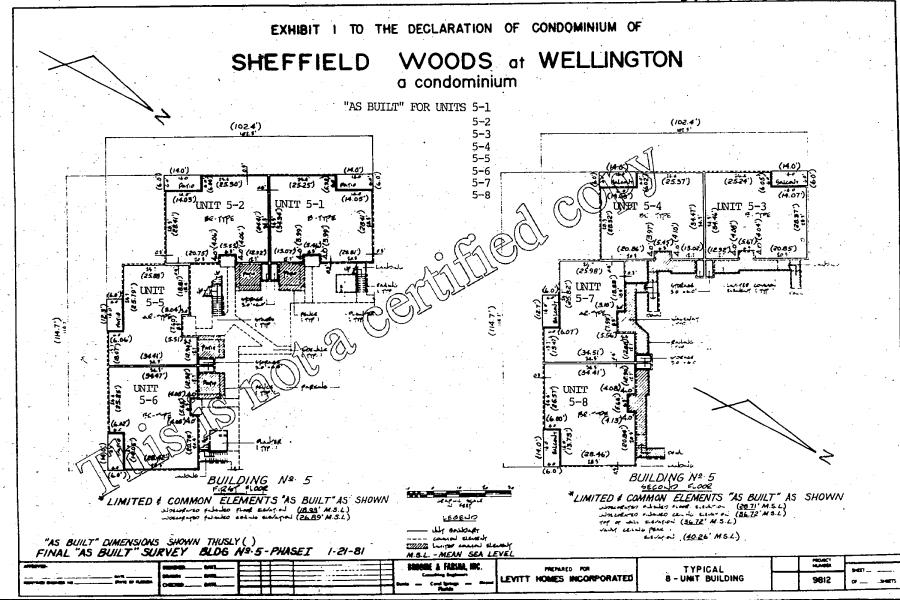
LOLLING & SHOW ELEN ON (1818 M.S.L.)

LOLLING & LUC COLUB ENAPON (25,02 M.S.L.) *LIMITED & COMMON ELEMENTS AS BUILT "AS SHOWN LINEARTH FLANCE, CLOSE ELENAN (27.92 M.S.L.)
LINEARTH FLANCE CELL ELINAGE (33.92 M.S.L.)
TOP OF THE ELEVATION (35.92 M.S.L.-UNIT 2-8)(37.17 M.S.L. UNIT 2-7) LEGENO My southwer LINE (39.42'M.S.L.-BOTH UNITS) ---- comon element "AS-BUILT" DIMENSIONS SHOWN THUSLY () FINAL "AS-BUILT" SURVEY BLOG#Z-PHASE I 1-881 MSL - MEAN SEA LEVEL BROOME & FARINA, INC. PREPARED FOR TYPICAL LEVITT HOMES INCORPORATED 8 - UNIT BUILDING 9812

Cir.







R3483 P0789 EXHIBIT I TO THE DECLARATION OF CONDOMINIUM OF SHEFFIELD WOODS at WELLINGTON a condominium "AS BUILT" FOR UNITS 6-1 6-2 6-3 a (80.02') *LIMITED & COMMON ELEMENTS "AS BUILT" AS SHOWN

BUILDING Nº 6 *LIMITED & COMMON ELEMENTS "AS BUILT" AS SHOWN BUILDING Nº 6 SECOND PLOOR WHENEXPO FUNDED PLONE ELECTION (28.23 M.S.L.) WHENEXPO FUNDED CELLUL ELECTION (36.23 M.S.L.) for of that electronal (36.23 M.S.L.) SEAT OF ASL : M.S.L. - MEAN SEA LEVEL "AS BUILT" DIMENSIONS SHOWN THUSLY ()
FINAL "AS BUILT" SURVEY BUILDING Nº 6-PHASE I 2-3-81 TYPICAL EVITT HOMES INCORPORATED 4 - UNIT BUILDING 9612

LAND DESCRIPTION SHEFFIELD WOODS AT WELLINGTON A CONDOMINIUM

PHASE I

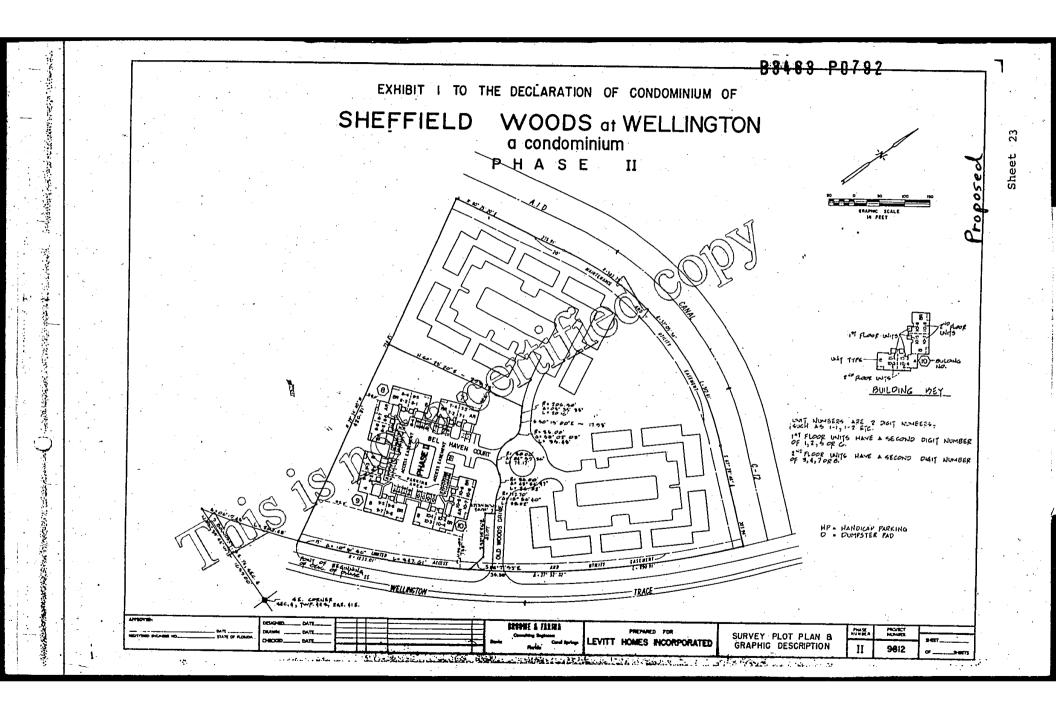
A portion of SHEFFIELD WOODS - UNIT NO. 1 OF WELLINGTON - P.U.D., as recorded in Plat Book 40 , Page 120 , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

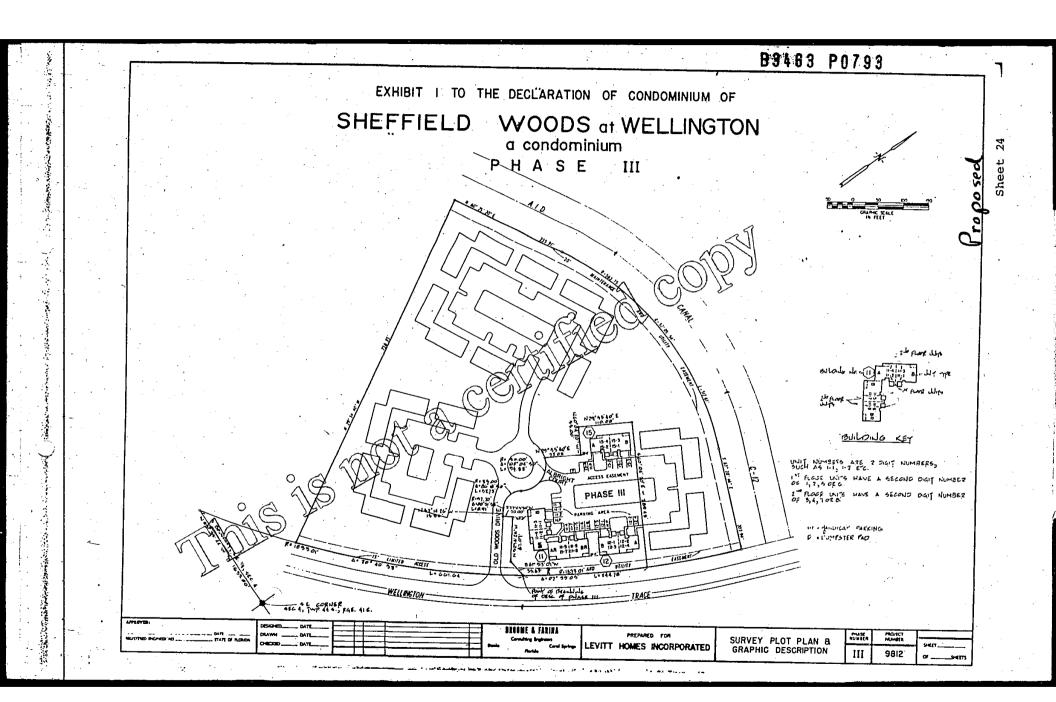
COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; Chence North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point pears North 33° 18' 09" West), said point also being on the westerly right of way line of Wellington Trace, as shown on the plat of PINEWOOD GROUP OF WELLINGTON - P.U.D., as recorded in Plat Book 40 , Page 37-40, of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 06° 19' 45", an arc distance of 202.48 feet; thence North 29° 34' 40" West along the southerly boundary of said SHEFFIERD WOODS - UNIT NO. 1 OF WELLINGTON -P.U.D. plat, 426.21 feet to the POINT OF BEGINNING; thence continue North 29° 34' 40" West, 310.64 feet to a point on the northerly boundary of said plat; thence North 60° 25' 20" East along said line, 235.91 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 563.75 feet, a delta of 17° 49' 12", an arc distance of 175.34 feet; thence South 27 18" East, 240.55 feet; thence South 62° 45' 42" West, 91.95 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 58° 21' 15" East); thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 186.50 feet, a delta of 18° 36' 15", an arc distance of 60.56 feet; thence tangent to said curve South 50° 15' 00" East, 17.93 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 35.00 feet, a delta of 58° 02' 03", an arc distance of 35.45 feet to a point of reverse curvature; thence southeasterly along

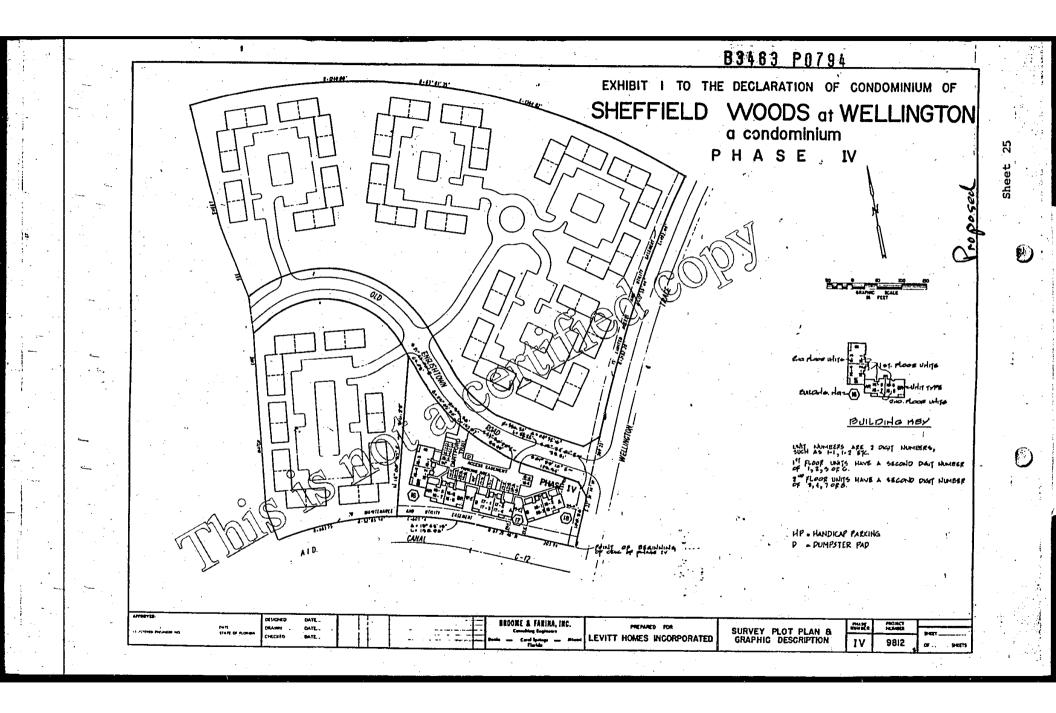
the arc of said curve, having a radius of 50.00 feet, a delta of 142° 53' 25", an arc distance of 124.70 feet to a point of reverse curvature; thence southerly along the arc of said curve, being concave to the tast, having a radius of 35.00 feet, a delta of 86° 18' 50", an arc distance of 52.73 feet to a point of compound curvature; thence southeasterly along the arc of said curve, having a radius of 97.70 feet, a delta of 000 31' 58", an arc distance of 0.91 feet; thence tangent to said curve South 52° 14' 26" East, 15.56 feet; thence North 37° 45' 34" East, 20.00 feet thence South 52° 14' 26" East, 87.07 feet; thence North 81° 53' 01" East, \$5.89 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 53° 59' 02" West), said point also being on the westerly right-of-way line of said Wellington Trace; thence southwesterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 03° 29' 12", an arc distance (f 111.55 feet; thence North 06° 21' 53" West, 35.89 feet; thence North 52 14' 26" West, 87.07 feet; thence North 37° 45' 34" East, 20.00 feet; thence North 52° 14' 26" West, 15.56 feet; thence northwesterly atongy the arc of a tangent curve, being concave to the Northeast, having a radius of 117.70 feet, a delta of 18° 56' 40", an arc distance of 38.92 (feet) to a point of reverse curvature; thence northwesterly along the arc of said curve, having a radius of 35.00 feet, a delta of 43° 54' 47", an arc distance of 26.82 feet to a point of reverse curvature; thence northwesterly along the arc of said curve, having a radius of 50.00 feet, a delta of 84° 59' 36", an arc distance of 74.17 feet to a point of reverse curvature; thence northwesterly along the arc of said curve, having a radius of 35.00 feet, a delta of,58° 02' 03", an arc distance of 35.45 feet; thence tangent to said curve North 50° 15' 00" West, 17.93 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 206.50 feet, a delta of 05° 35' 35", an arc distance of 20.16 feet; thence South 60° 25' 20" West, 293.73 feet to the POINT OF BEGINNING.

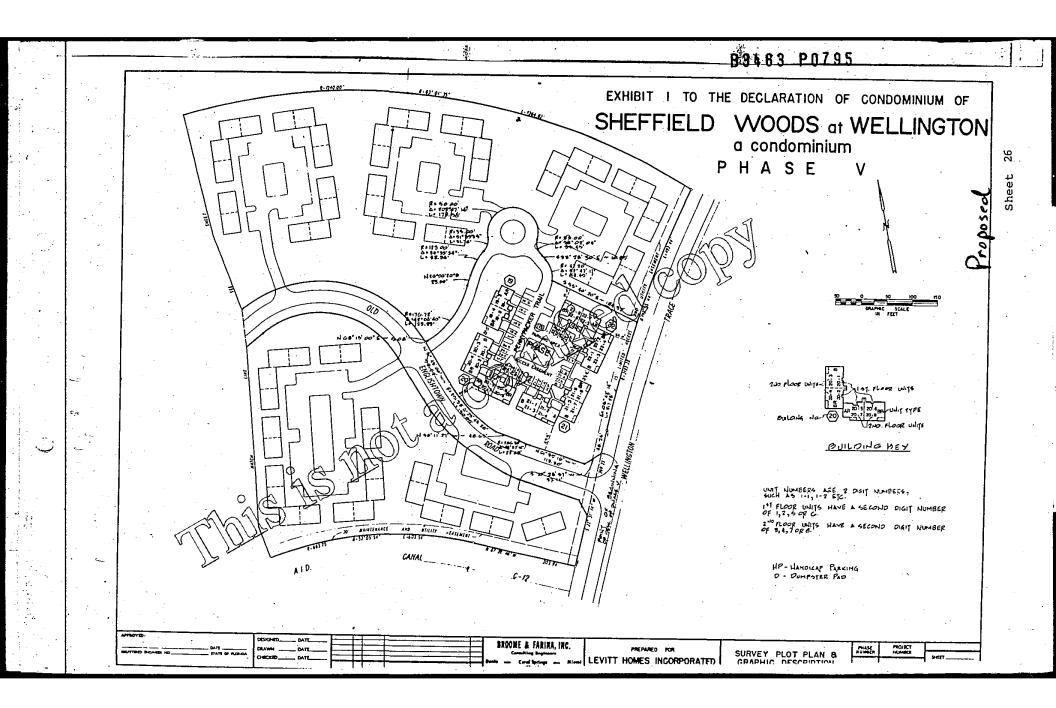
Said lands lying in Palm Beach County, Florida, containing 3.164 acres more or less.

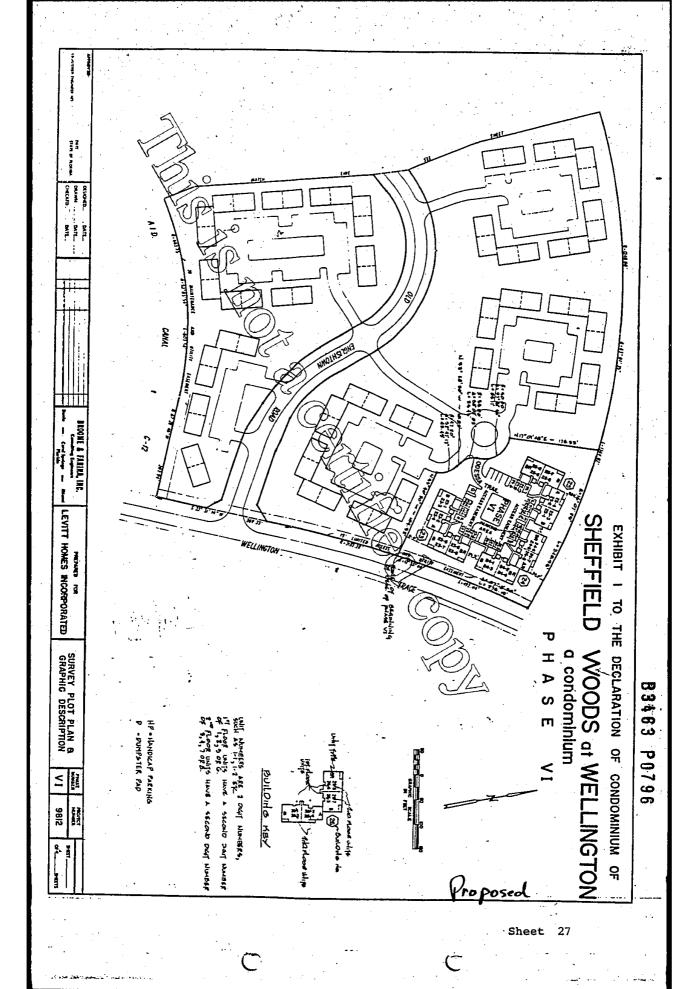
Project No. 9812 May 21, 1980, Revised: August 28, 1980

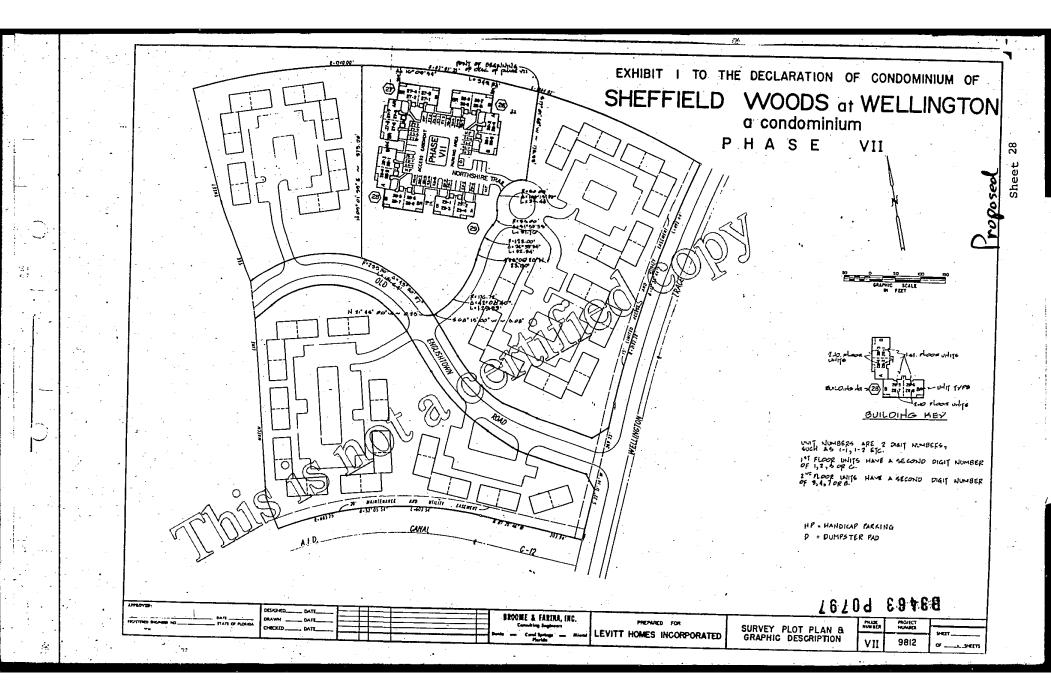


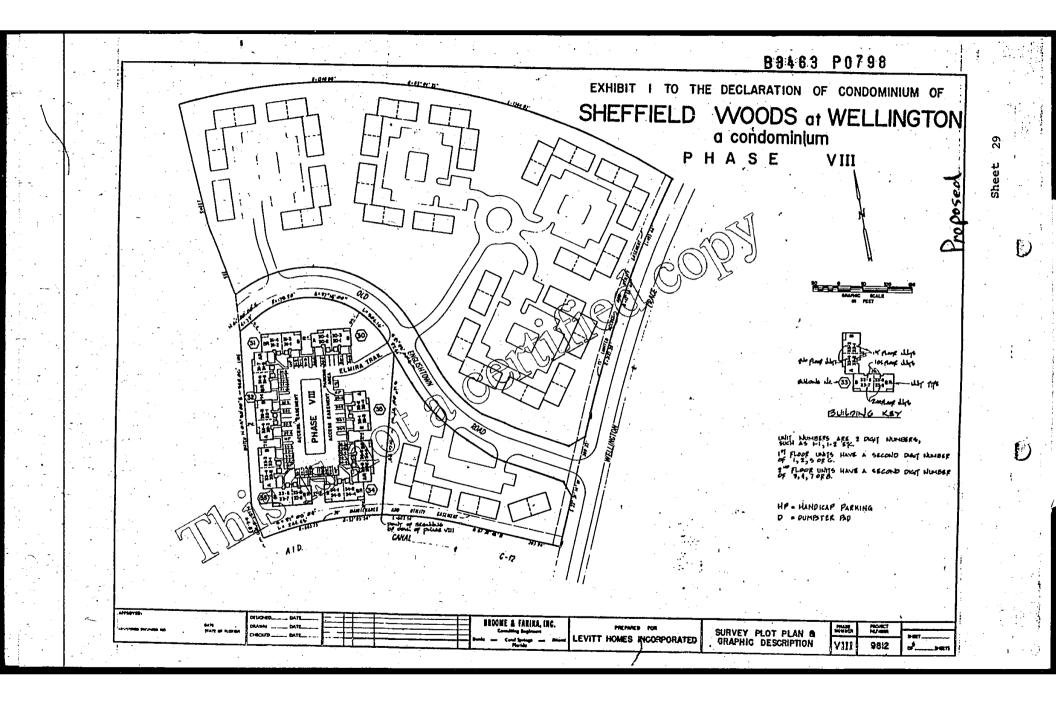


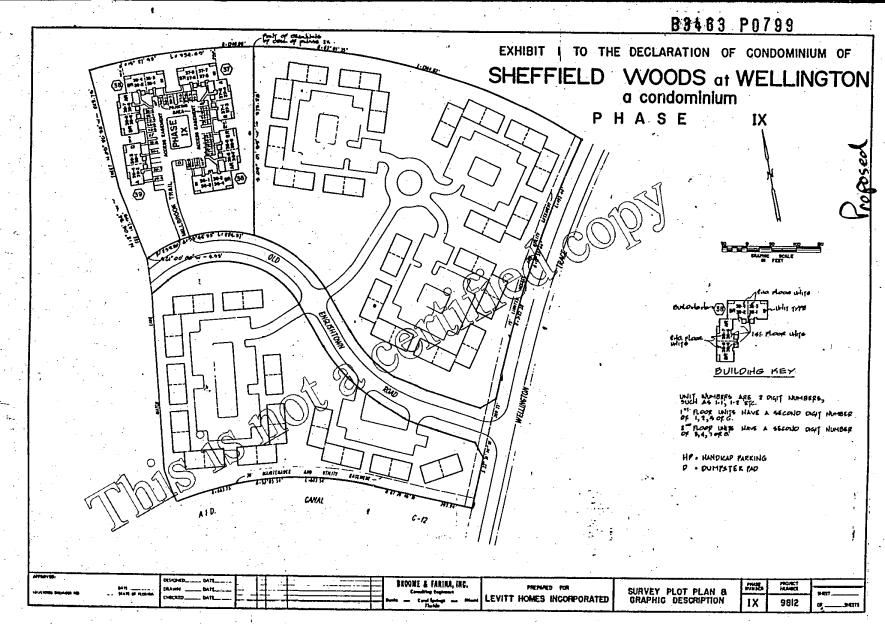


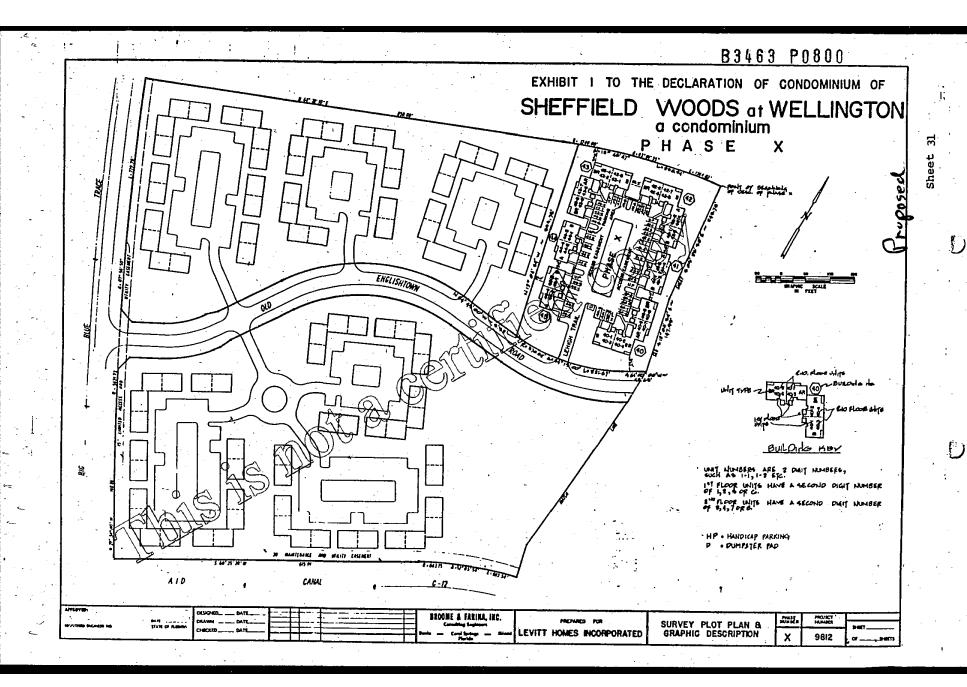




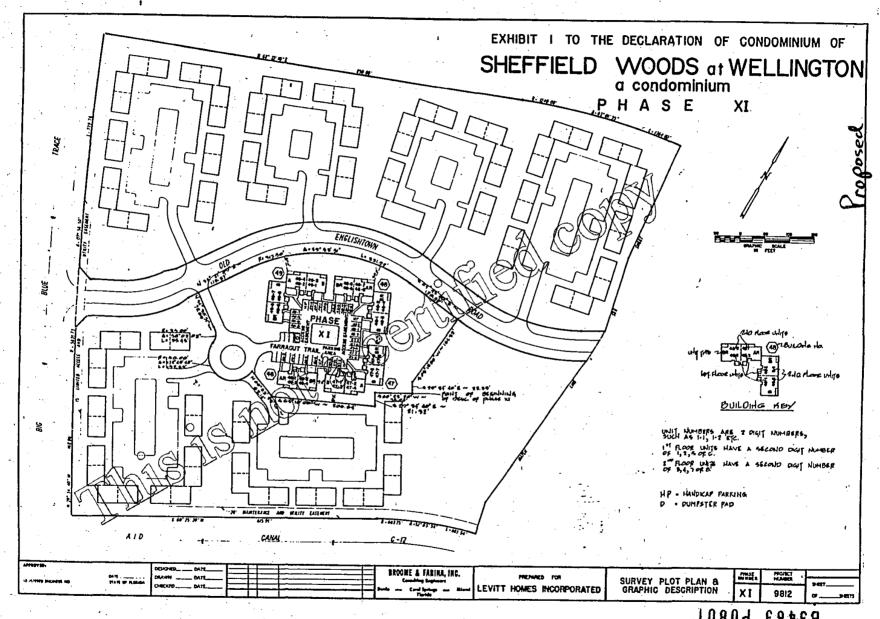




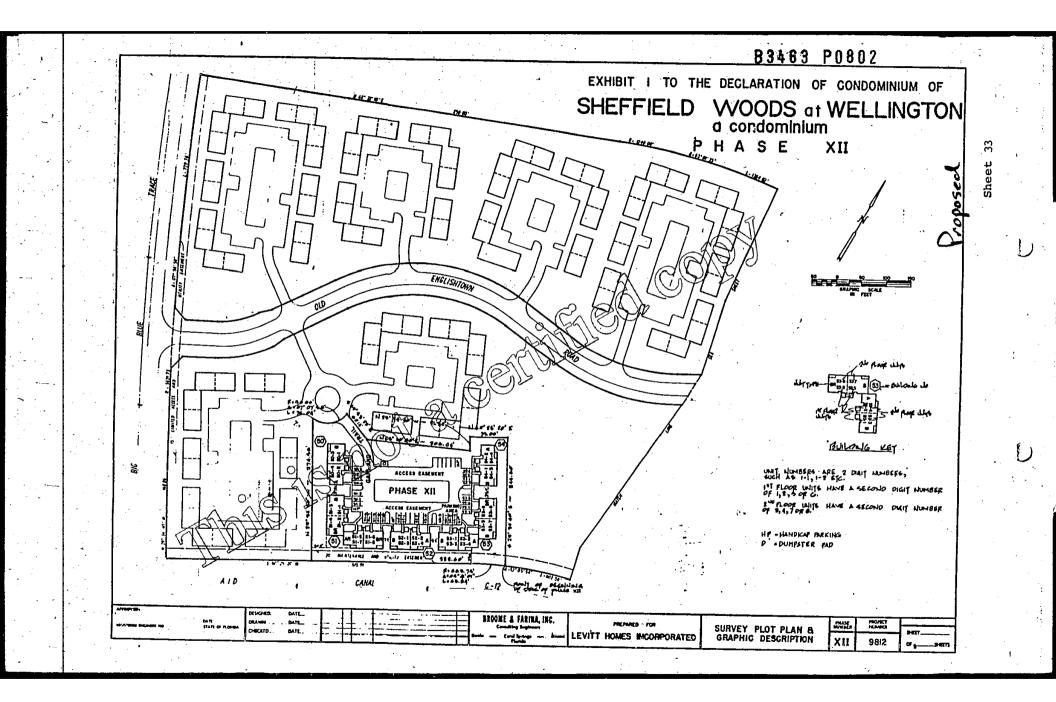


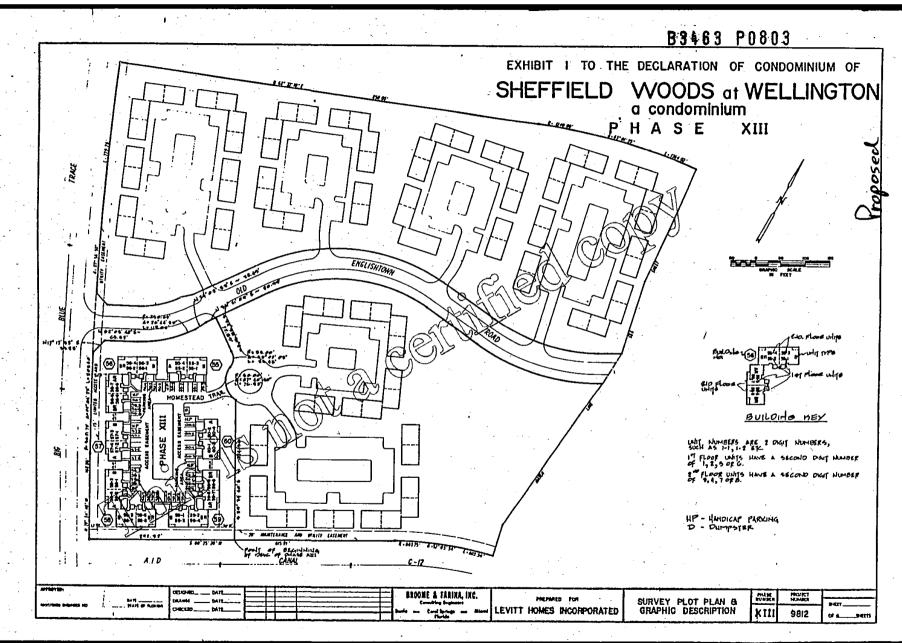


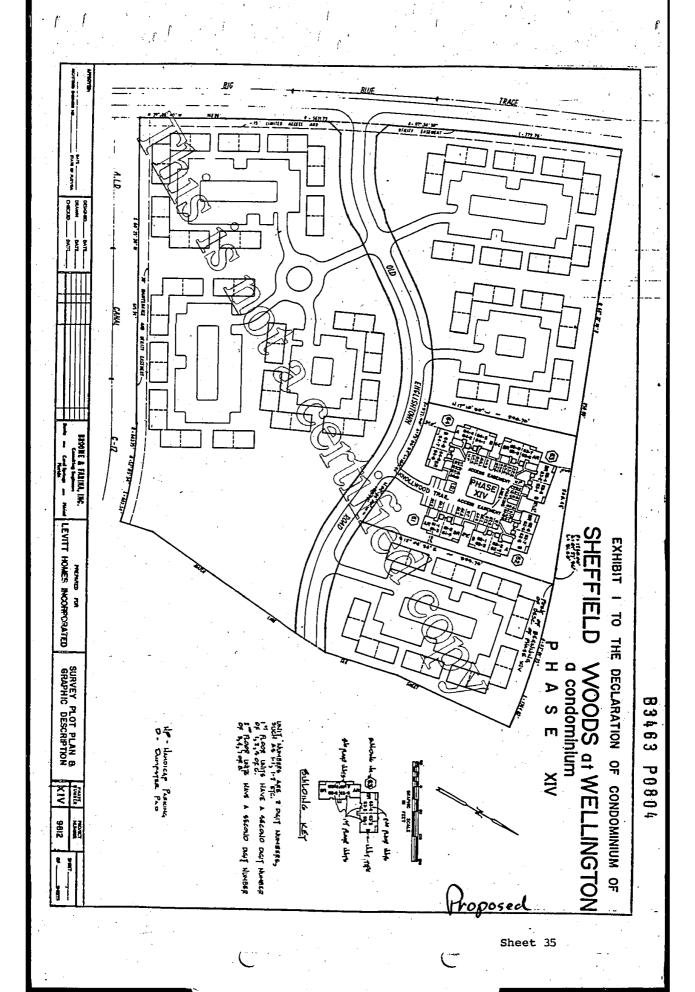




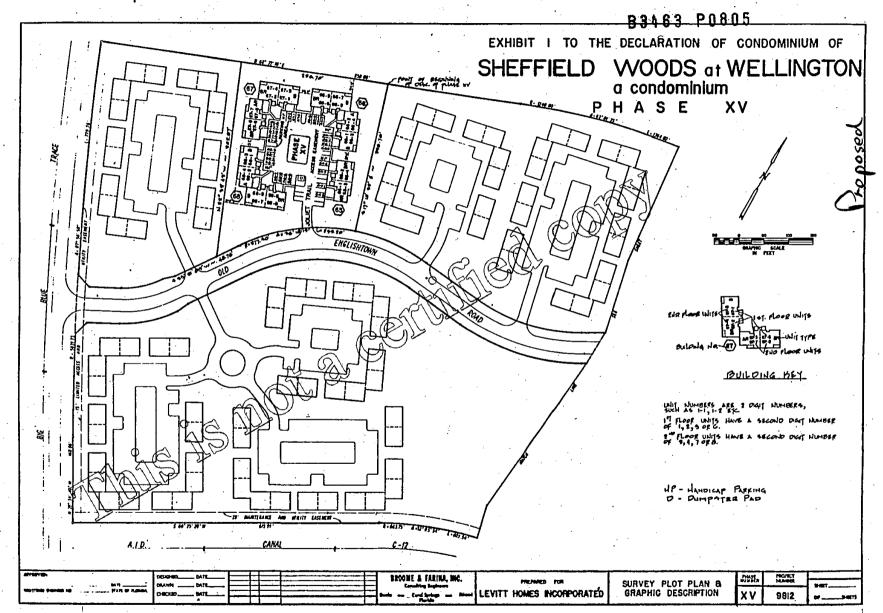
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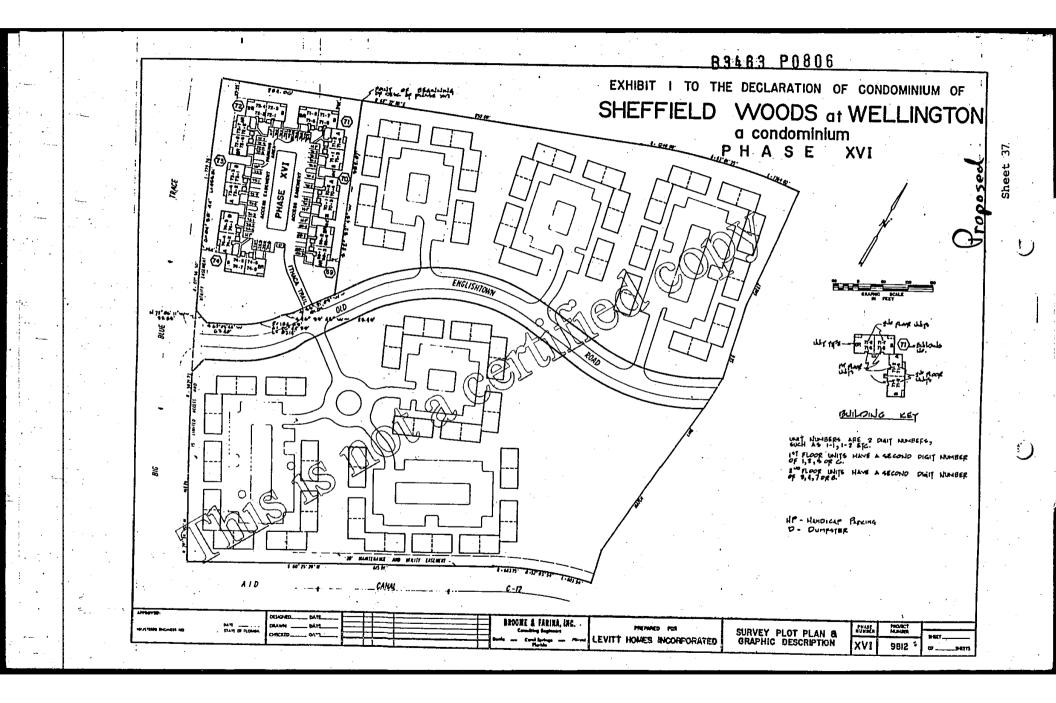














SHEFFIELD WOODS at WELLINGTON

a condominium

TYPICAL 4 UNIT BUILDING

FOR THE FOLLOWING BUILDING NUMBERS:

1 41
3 44
6 45
12 50
15 52
17 54
18 55
29 37
30 30
31 47
17 54
18 55

possession transporter of the energian — FEGENDS

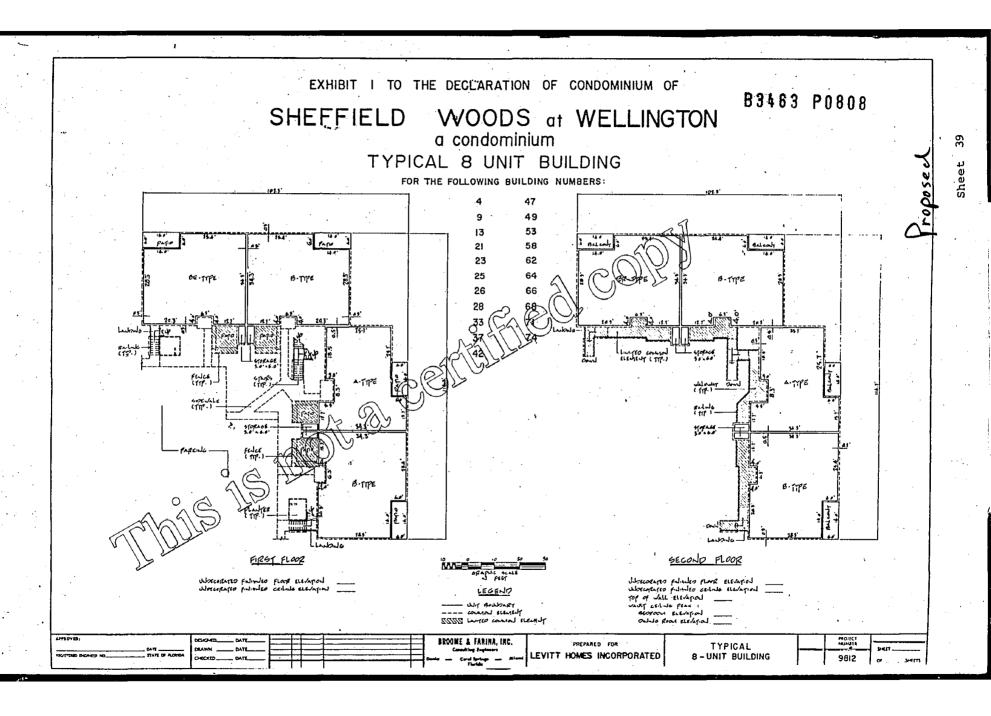
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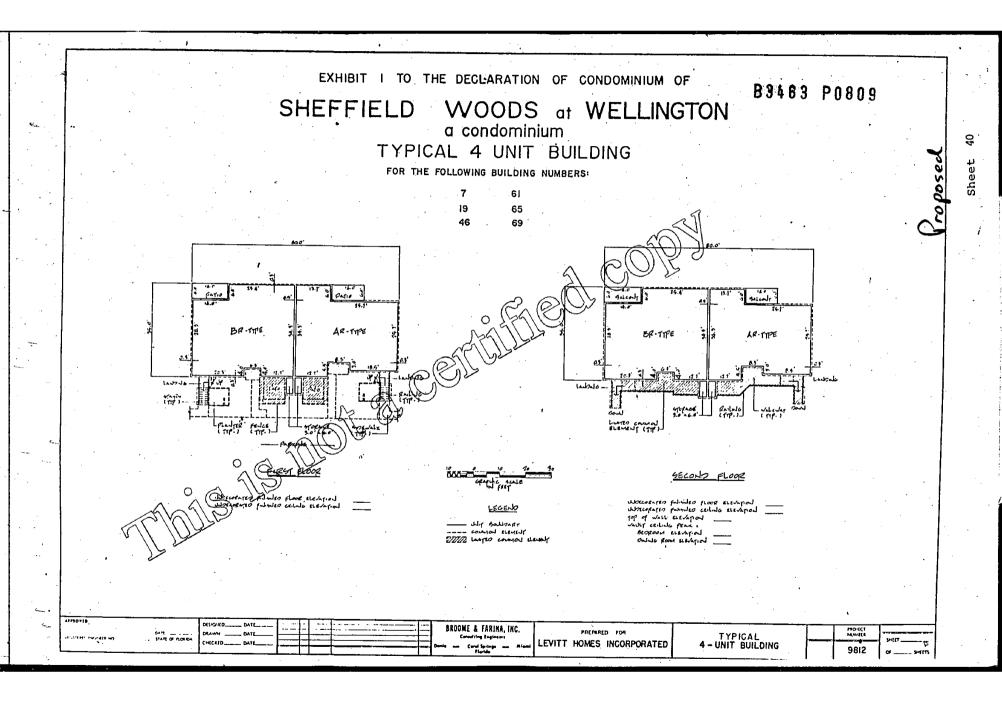
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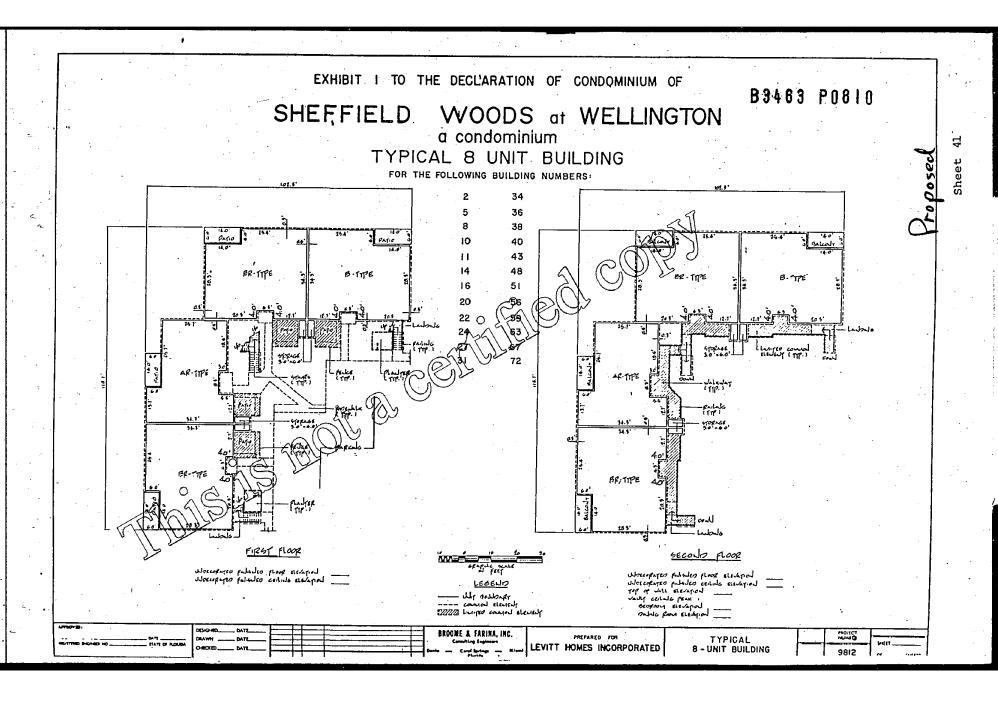
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LAND DESCRIPTION SHEFFIELD WOODS AT WELLINGTON A CONDOMINIUM

(0:44)

RECREATION PHASE "A"

A portion of SHEFFIELD WOODS - UNIT NO. 1 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE (at) the Southeast corner of Section 4, Township 44 South, Range 41 East; thense North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right of way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in , of the Public Records of Palm Beach County, Florida; thence northeasterly axong the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence North 67° 28' 46" West along the northerly boundary of said SHEFFIELD (WOODS - UNIT NO. 1 OF WELLINGTON -P.U.D. plat, 203.94 feet; thence westerly along the arc of a tangent curve, being concave to the South, having a racket of 563.75 feet, a delta of 07° 31' 28", an arc distance of 74.04 feet to the POINT OF BEGINNING; thence South 29° 55' 40" West, 255.69 feet; thence South 60° 04' 20" East, 55.00 feet; thence South 29° 55' 40" West, 72.03 feet to a point on the arc of a non-tangent curve (radial line they said point bears South 16° 31' 32" West); thence westerly along the arc of said curve, being concave to the South, having a radius of 50.00 feet, a delta of 34° 48' 35", an arc distance of 30.38 feet to a point of reverse curvature; thence westerly along the arc of said curve, having a radius of 35.00 feet, a delta of 58° 02' 03", an arc distance of 35.45 feet; thence tangent to said curve North 50° 15' 00" West, 17.93 feet; thence concrthwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 186.50 feet, a delta of 18° 36' 15",

an arc distance of 60.56 feet; thence North 62° 45' 42" East, 91.95 feet;

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LAND DESCRIPTION
SHEFFIELD WOODS AT WELLINGTON
A CONDOMINIUM
RECREATION PHASE "A"

thence North 27° 14' 18" West, 240.55 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 11° 45' 28" East), said point also being on the North boundary of said SHEFFIELD WOODS UNIT NO. 1 OF WELLINGTON - P.U.D. plat; thence easterly along the arc of said curve, being concave to the South, having a radius of 562.75 feet, a delta of 26° 45' 14", an arc distance of 263.24 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 1.001 acres more or less.

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

LAND DESCRIPTION SHEFFIELD WOODS AT WELLINGTON A CONDOMINIUM

RECREATION PHASE "B"

A portion of SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thende North 890 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears Worth 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE of WELLINGTON - P.U.D., as recorded in , of the Public Records of Palm Beach County, Plat Book Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East along the East limits of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U. 100.00 feet; thence North 67° 28' 46" West, 203.94 feet; thence northwesterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 663.75 feet, a delta of 34° 49' 23", an arc distance of 403.41 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of the "C-12" Canal, as shown on said PINEWOOD CROVE OF WELLINGTON -P.U.D. plat; thence continue along said curve, having a gadius of 663.75 feet, a delta of 11° 35' 30", an arc distance of 434.29 feet; thence North 29° 34' 40" West, 267.99 feet; thence North 05° 15' 00" East, 161.32 feet to a point on the South right-of-way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D. plat; thence South 84° 45' 00" East along said line, 5.32 feet; thence northeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 430.82 feet, a delta of 34° 15' 00", an arc distance of 257.53 feet; thence tangent to said curve North 61° 00' 00" East, 12.46 feet; thence South 05° 30' 00" West, 348.06 feet; thence South 12° 18' 09" East, 64.87 feet to the

Sheet 44

LAND DESCRIPTION
SHEFFIELD WOODS AT WELLINGTO
A CONDOMINIUM
RECREATION PHASE "B"

POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing

1.970 acres more or less.

Prepared by:

Broome & Farina, Inc.

Consultants & Surveyors

3300 University Drive

Coral Springs, Fla. 33065

Project No. 9812

May 21, 1980

LAND DESCRIPTION SHEFFIELD WOODS OF WELLINGTON A CONDOMINIUM

PHASE "C"

A portion of SHEFFIELD WOODS - UNIT NO. 1 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; then North 89° 39' 44" West along the South boundary of the Southeast one-gracter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a north on the arc of a non-tangent curve (radial line thru said point bears worth 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Rublic Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 28° 19' 58", an arc distance of 906.42 feet to the FOINT OF BEGINNING; thence North 60° 04' 20" West, 289.43 feet; thence Worth 29° 55' 40" East, 145.69 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 14° 59' 46" West), said point also being on the northerly boundary of said SHEFFIELD WOODS WELLINGTON-P.U.D. plat; thence easterly along the arc of said curve, being concave to the South, having a radius of 563.75 feet, a delta of 07° 31' 28", an arc distance of 74.04 feet; thence tangent to said curve South 67° 28' 46" East, 203.94 feet to a point on the arc of curve, said point also being on the West right-of-way line of said Wellington Trace; thence southwesterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 05° 50' 39", an arc distance of 186.97 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 1.09 acres more or less.

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

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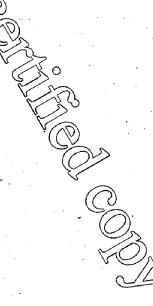
PHASE II

A portion of SHEFFIELD WOODS - UNIT NO. 1 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast one quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right fraway line of Wellington Trace, as shown on the plat of PINEWOOD GROVE WELLINGTON - P.U.D., as recorded in Plat Book 40, Page 37-40, of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 19. 45", an arc distance of 202.48 feet to the DOINT OF BEGINNING; thence North 29° 34' 40" West along the southerly boundary of said, SHEFFIELD WOODS -UNIT NO. 1 OF WELLINGTON - P.U.D. plat, 26,21 feet; thence North 60° 25' 20" East, 293.73 feet to the point on the arc of a non-tangent curve (radial line thru said point bears North 35 20; 35 East); thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 206.50 feet, a delta of 05° 35 35", an arc distance of 20.16 feet; thence tangent to said curve South 50 15' 00" East, 17.93 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 35.00 feet, a delta of 58° 02' 03", an arc distance of 35.45 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, having a radius of 50.00 feet, a delta of 84° 59' 36", an arc distance of 74.17 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, having a radius of 35.00 feet, a delta of 43° 54' 47", an arc distance of 26.82 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, having a radius of 117.70 feet, a delta of 18° 56' 40", an arc distance of 38.92 feet; thence

tangent to said curve South 52° 14' 26" East, 15.56 feet; thence South 37° 45' 34% West, 20.00 feet; thence South 52° 14' 26" East, 87.07 feet; thence South 06° 20' 53" East, 35.89 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 50° 29' 50" West), said point also being on the West right-of-way line of said Wellington Trace; thence southwesterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 10° 51' 56", an arc distance of 347.61 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 2.826 acres more or less.



Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980
Revised by:
Craig A. Smith & Assoc. Inc.
August 29, 1980

3463 P0817

PHASE III

A portion of SHEFFIELD WOODS - UNIT NO. 1 OF WELLINGTON - P.U.D., as recorded in Flat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; there North 89°.39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right of way line of Wellington Trace, as shown on the Plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius 60 1833.01 feet, a delta of 20° 40' 53", an arc distance of 661.64 feet to the POINT OF BEGINNING: thence South 81° 53' 01" West, 35.89 feet; thence North 52° 14' 26" West, 87.07 feet; thence South 37° 45' 34" West, 20.00 feet; thence North 52° 14' 26" West, 15.56 feet; thence northwesterly along the pro of a tangent curve, being concave to the Northeast, having a radius of 9700 feet, a delta of 00° 31' 58", an arc distance of 0.91 feet to a point of compound curvature; thence northeasterly along the arc of said curve, having a radius of 35.00 feet, a delta of 86° 18' 50", an arc distance of 52.73 feet to the point of reverse curvature; thence northerly along the arc of said curve, having a radius of 50.00 feet, a delta of 108° 04' 50 an arc distance of 94.32 feet; thence North 29° 55' 40" East, 72.03 feet; thence North 60° 04' 20" West, 55.00 feet; thence North 29° 55' 40" East, 110.00 feet; thence South 60° 04' 20" East, 289.43 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 61° 38' 07" West), said point also being on the West right-of-way line fo said Wellington Trace; thence southwesterly along the arc of said curve,

being concave to the Northwest, having a radius of 1833.01 feet, a delta of 07° 39' 05", an arc distance of 244.78 feet to the POINT OF BEGINNING.

Said lands living in Palm Beach County, Florida, containing 1.429 acres more or less,

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980
Revised by:
Craig A. Smith & Assoc. Inc.
August 29, 1980

PHASE IV

A portion of SHEFFIELD WOODS - UNIT NO. 2 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; the per North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point beats North 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East along the East limits of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U 100.00 feet to the POINT OF BEGINNING; thence North 67° 28' 46" West, (203,94 feet; thence westerly along the arc of a tangent curve, being condave to the South, having a radius of 663.75 feet, a delta of 13° 43' 19", an arc distance of 158.96 feet (the last two (2) courses described being coincident with the northerly limits of said "C-12" Canal); thence North 14° 00' 37" East, 316.22 feet to a point on the southerly right of way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS LINIT NO. 2 OF WELLINGTON - P.U.D. plat; thence South 21° 45' 00" East along said line, 65.03 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 351.38 , a delta of 25° 45' 28", an arc distance of 157.97 feet; thence tangent to said curve South 47° 30' 28" East, 59.49 feet to a point on the arc of a non-tantent curve (radial line thru said point bears North 32° 53' 00" East); thence southeasterly along the arc of said curve,

4.83 P082

being concave to the Northeast, having a radius of 356.38 feet, a delta of 04° 32' 16°, an arc distance of 28.22 feet; thence tangent to said curve south 61° 39' 16" East, 125.54 feet; thence South 19° 34' 01" East, 33.51 feet to a point on the West right-of-way line of said Wellington Trace (the last six (6) courses described being coincident with the South right of-way line of said Old Englishtown Road); thence South 22° 31' 14" West along said line, 100.36 feet to the POINT OF BEGINNING.

Said lands lying to talm Beach County, Florida, containing 1.474 acres more or less.

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

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PHASE V

A portion of SHEFFIELD WOODS - UNIT NO. 2 OF WELLINGTON - P.U.D. as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the wester ight-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book 40, Page 37-40 of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a (tadius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East along the westerly right-of-way line of said Wellington Trace, 320.98 feet to the POINT OF BEGINNING; thence South 70° 25' 57" West, 37.11 feet; thence North 61 39 16" West, 113.30 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 286.38 feet, a delta of 04° 32' 16", an are distance of 22.68 feet; thence North 58 11 27" West, 48.65 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 42° 29' 32" East); thence northwesterly along the arc of said curve, being concave to the Northeast, having a radius of 291.38 cet, a delta of 25° 45' 28", an arc distance of 130.99 feet; thence tangent to said curve North 21° 45' 00" West, 92.22 feet (the last six (6) courses described being coincident with the mortherly right-of-way line of said Old Englishtown Road); thence North 68° 15' 00" East, 5.08 feet; thence northeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 176.72 feet, a delta of 42° 08' 40", an arc distance of 129.99 feet; thence tangent to said curve North 26° 06' 20" East, 23.00 feet; thence northerly along the arc of

A

a tangent curve, being concave to the Southeast, having a radius of 123.00 feet, a delta of 24° 39' 34", an arc distance of 52.94 feet to a point of reverse curvature; thence northeasterly along the arc of said curve, having a radius of 35.00 feet, a delta of 51° 59' 35", an arc distance of 31.76 feet to a point of reverse curvature; thence northerly, easterly and southerly along the arc of said curve, having a radius of 50 (00) feet, a delta of 205° 47' 14", an arc distance of 179.58 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, having a radius of 35.00 feet, a delta of 58° 02' 03", an arc a stance of 35.45 feet; thence tangent to said curve South 33° 28' 30" East, 10.89 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 47.20 feet, a derta of 52° 47' 17", an arc distance of 43.49 feet; thence South 55° (00)20" East, 184.32 feet to a point on the arc of a non-tangent curve (fadial line thru said point bears South 61° 46' 32" East), said point also being on the West rightof-way line of said Wellington Trace; thence southwesterly along the arc of said curve, being concave to the Boutheast, having a radius of 2182.28 feet, a delta of 05° 42' 14" (a) arc distance of 217.25 feet; thence tangent to said curve South 22° 31' 14" West, 48.25 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 2.608 acres more or less.

I repared by:

Craig A. Smith & Assoc. Inc. Consultants & Surveyors 3300 University Drive Coral Springs, Fla. 33065 Project No. 9812 May 21, 1980 Revised August 13, 1980

3463 P082

PHASE VI

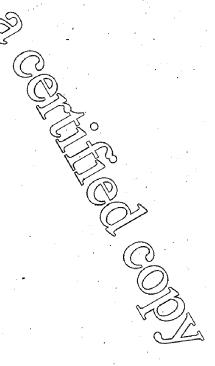
A portion of SHEFFIELD WOODS - UNIT NO. 2 OF WELLINGTON - P.U.D., as recorded in Plat Book , of the Public Records of , Page Palm Beach County Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; the North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE WELLINGTON - P.U.D., as recorded in Plat Book , of the Public Records of Palm Beach County, , Page Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 2633.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East, 369.23 feet; thence mortheasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2182.28 feet, a delta of 05° 42' 14", an arc distance of 217.25 feet to the POINT OF BEGINNING; thence North 55° 40' 20 West, 184.32 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 70° 41' 13" West); thence northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 47.20 feet, a delta of 52° 47° 17°, an arc distance of 43 (9) feet; thence tangent to said curve North 33° 28' 30" West, 10.89 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 35.00 feet, a delta of 58° 02' 03", an arc distance of 35.45 feet to a point of reverse curvature; thence northwesterly along the arc of said curve, having a radius of 50.00 feet, a delta of 97° 31' 45", an arc distance of 85.11 feet; thence co North 17° 01' 48" East, 175.33 feet to a point on the arc of a non-

tangent curve (radial line thru said point bears South 25° 16' 20" ₩est), said point also being on the North boundary of said SHEFFIELD

WOODS - UNIT NO. 2 OF WELLINGTON - P.U.D. plat; thence southeasterly along the arc of said curve, being concave to the Southwest, having a radius of 1240.00 feet, a delta of 16° 07' 25", an arc distance of 348.95 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 54° 33' 02" West), said point also being on the West right-of-way kine of said Wellington Trace; thence southwesterly along the arc of said Curve, being concave to the Southeast, having a radius of 2182.28 feet, a delta of 07° 13' 30", an arc distance of 275.19 feet to the POINT OF BEGINNING.

Said lands lying Palm Beach County, Florida, containing 1.849 acres more or less.



Prepared by: Broome & Farina, Inc. Consultants & Surveyors 3300 University Drive Coral Springs, Fla. 33065 Project No. 9812 May 21, 1980

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

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A portion of SHEFFIELD WOODS - UNIT NO. 2 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Boach county, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South,

Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast Ame-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the wester wight-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book 40, Page 37-4 the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet thence tangent to said curve North 22° 31' 14" East, 369.23 feet; thomas fortheasterly along the arc of a tangent curve, being concave to the southeast, having a radius of 2182.28 feet, a delta of 12° 55' 44", an arc distance of 492.44 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 41° 23' 45" West); thence northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 1240.00 feet, delta of 16° 07' 25", an arc distance of 34(2.93) feet to the POINT OF BEGINNING; thence South 17° 01' 48" West, 175, 33 feet to a point on the arc of a radially tangent curve; thence southwester of along the arc of suid curve, being concave to the Southeast; having a radius of 50.00 feet, a delta of 108° 15' 29", an arc distance of 94.48 feet to a point of reverse curvature; thence southwesterly along the arc of said curve, having a radius of 35.00 feet, a delta of 51° 59' 35", an arc distance of 31.76 !cet, to a point of reverse curvature; thence southwesterly along the arc of said curve, being concave to the Southeast having a radius of 123.00 feet, a delta of 24° 39° 34", an arc distance of 52.94 feet; thence tangent to said curve South 26° 06' 20" West, 23.00 feet; thence southwesterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 176.72 feet, a delta of 42° 08' 40", an arc distance of 129.99 feet;

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thence tangent to said curve South 68° 15' 00" West, 5.08 feet to a point on the northerly right-of-way line of Old Englishtown Road as shown on said SHEFFIELD WOODS - UNIT NO. 2 OF WELLINGTON - P.U.D. plat; thence North 21° 45° 00" West along said line, 0.25 feet; thence northwesterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 13000 feet, a delta of 43° 30' 27", an arc distance of 181.64 feet; thence North 09° 01' 39" East, 373.28 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 09° 06' 26" West), said point also being on the North boundary of said SHEFFIELD WOODS - UNIT NO. 2 OF WELLINGTON - P.U.D. plat; thence southeasterly along the arc of said curve, being concave to the Southwest having a radius of 1240.00 feet, a delta of 16° 09° 54", an arc distance of 394.84 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 2.725 acres more or less.

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

Craig A. Smith & Assoc. of Fla. Inc. Consultants & Surveyors 3300 University Drive Coral Springs, Florida 33065 Project No. 9812 May 21, 1980 Revised: August 15, 1980

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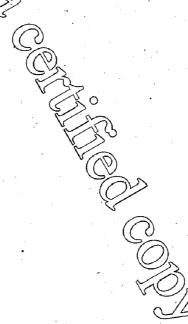
PHASE VIII

A portion of Sheffield woods - unit no. 3 of Wellington - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows: COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast one warter (S.E. 1/4) of the said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right of way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East along the East limits of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.W.D. 100.00 feet; thence North 67° 28' 46" West, 203.94 feet; thence northwesterly along the arc of a tangent curve, being concave to the Southwest having a radius of 663.75 feet, a delta of 13° 43' 19", an arc distance of 158.96 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of the "C-12" Canal, as shown on said PINEWSOP SROVE OF WELLINGTON -P.U.D. plat; thence continue along said curve, having a radius of 663.75 feet, a delta of 21° 06' 04", an arc distance of 244.45 feet; thence North 12° 18' 09" West along a radially extended Time, 64.87 feet; thence North 05° 30' 00" East, 348.06 feet to a point on the South right-of-way line of said Old Englishtown Road; thence North 61° 00' 00" East along said line, 41.72 feet; thence easterly along the arc of a tangent curve, being concave to the South, having a radius of 179.20 feet, a delta of 97° 15' 00", an arc distance of 304.16 feet; thence tangent to said curve South 21° 45' 00" East, 27.44 feet; thence South 14° 00' 37" West, 316.22 feet to the POINT OF BEGINNING.

Sheet 59

LAND DESCRIPTION
SHEFFIELD WOODS AT WELLINGT:
A CONDOMINIUM
PHASE VIII

Said lands lying in Palm Beach County, Florida, containing 2.752 acres more or less.



Prepared by:

Broome & Farina, Inc.

Consultants & Surveyors

3300 University Drive

Coral Springs, Fla. 33065

Project No. 9812

May 21, 1980

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PHASE IX

A portion of SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence Worth 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears worth 33° 18' 09" West), said point also being on the westerly right of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius \$2833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East, 369.23 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2182.28 feet, a delta of 12° 55' 44", an arc distance of 492.44 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 41° 23' 45" West); thence northwesterly along the arc of said. curve, being concave to the Southwest, having a radius of 1240.00 feet, a delta of 32° 17' 19", an arc distance of 698.79 teen to the POINT OF BEGINNING, said point also being on the North houndary of said SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D. plat; thence south 09° 01' 39" West, 373.28 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 24° 44' 33" West), said point also being on the North right-of-way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D. plat; thence westerly along the arc of said curve, being concave to the South, having

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a radius of 239.20 feet, a delta of 53° 44' 33", an arc distance of 224.37 feet; thence tangent to said curve South 61° 00' 00" West, 5.53 feet; thence North 12° 04' 34" West, 147.99 feet; thence North 05° 26' 38" West, 243.75 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 06° 21' 27" East), said point also being on the North boundary of said SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D. plat; thence easterly along the arc of said curve, being concave to the South, having a radius of 1240.00 feet, a delta of 15° 27' 53", an arc distance of 334.69 feet to the POINT OF BEGINNING.

Said lands lying in Each County, Florida, containting
2.419 acres more or less.

3483 P083

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

PHASE X.

A partion of SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE of the Southeast corner of Section 4, Township 44 South, Range 41 East: thence North 89° 39' 44" West along the South boundary of the Southeast one marter (S:E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right of way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in , Page , of the Public Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East along the East limits of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.W.D. 369.23 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2182.28 feet, a delta of 12° 55' an arc distance of 492.44 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 41° 23' 45" West); the ce northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 1240.00 feet, a delta of 47° 45' 12", an arc distance of 1033.48 feet to the POINT OF BEGINNING, said point also being the North boundary of SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D. plat, thence South 05° 26' 38" East, 243.75 feet; thence South 12° 04' 34" East, 147.99 feet to a point on the North right-of-way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D. plat, thence South 61° 00' 00" West, 48.65 feet; thence southwesterly along the arc of a tangent curve, being concave to the Northwest, having a

radius of 370.82 feet, a delta of 34° 15' 00", an arc distance of 221.67 feet; thence North 84° 45' 00" West, 5.32 feet; thence North 12° 04' 4" West, 395.75 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 20° 10' 14" East) said point also being on the North boundary of said SHEFFIELD WOODS - UNIT NO. 3 OF WELLINGTON - P.U.D. plat; thence northeasterly along the arc of said curve, being concave to the Southeast, having a radius of 1240.00 feet, a delta of 13° 48' 47", an arc distance of 298.94 feet to the POINT OF BEGINNING,

Said lands lying in Falm Beach County, Florida, containing 2.649 acres more or less.



Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

PHASE XI

A portion of SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

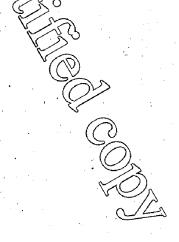
COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears worth 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in , of the Public Records of Palm Beach County, Plat Book Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence trangent to said curve North 22° 31' 14" East along the East limits of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U. 100.00 feet; thence North 67° 28' 46" West, 203.94 feet; thence northwesterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 663.75 feet, a delta of 46° 25' 13", an arc distance of 537.70 feet (the last two (2) courses described being coincident with the North right-of-way line of the "C-12" Canal, as shown on said PINEWOOD CROVE OF WELLINGTON -P.U.D. plat); thence North 29° 34' 40" West, 244.60 feet to the POINT OF BEGINNING; thence South 60° 25' 20" West, 75.00 feet; thence South 29° 34' 40" East, 21.32 feet; thence South 65° 10' 00" West, 206.64 feet; thence North 69° 53' 23" West, 62.14 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 81° 25' 36" West); thence westerly and northerly along the arc of said curve, being concave to the Northeast, having a radius of 50.00 feet, a delta of 174° 48' 48", an arc distance of 152.55 feet to a point of

reverse curvature; thence northerly along the arc of said curve, having

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a radius of 35.00 feet, a delta of 58° 02' 03", an arc distance of 35.45 feet; thence tangent to said curve North 54° 38' 51" West, 72.89 feet to a point on the South right-of-way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D. plat; thence North 35° 21' 09" East along said line, 119.37 feet; thence easterly along the arc of a tangent curve, being concave to the South, having a radius of 317.50 feet, a delta of 59° 53' 51", an arc distance of 331.92 feet; thence tangent to said curve South 84° 45' 00" East, 120.72 feet; thence South 05° 15' 00" West, 161.32 feet; thence South 29° 34' 40" East, 23.3% feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida containing 2.619 acres more or less.



Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

B 3-4

PHASE XII

A portion of SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thense North 89° 39' 44" West along the South boundary of the Southeast one-granter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , of the Public Records of Palm Beach County, , Page Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1813,01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East along the East limits of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U.D. 100.00 feet; thence North 67° 28' 46" West, 203.94 feet; thence north resterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 663.75 feet, a delta of 46° 25' 13", an arc distance of 537.70 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U.D. plat; thence continue along said curve, having a radius of 663.75 feet, a delta of 05° 41' 01", an arc distance of 65.84 feet; thence tangent to said curve South 60° 25' 20" West, 323.60 feet; thence North 29° 34' 40" West, 274.56 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 05° 42' 22" East); thence easterly along the arc of said curve, being concave to the North, having a radius of 50.00 feet, a delta of 87° 07' 58", an arc distance of 76.04 feet; thence South 69° 53' 23" East, 62.14 feet; thence north 65° 10' 00" East, 206.64 feet; thence North 29° 34' 40" West,

21.32 feet; thence North 60° 25' 20" East, 75.00 feet; thence South 29° 34' 40" East, 244.60 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 2.161 acres more or less.

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

83463

PHASE XIII

A portion of SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida; thence northeasterly along) the arc of said curve, being concave to the Northwest, having a radius of 0833.01 feet, a delta of 34° 10' 37" an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East along the East limit's of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P. 0.000 feet; thence North 67° 28' 46" West, 203.94 feet; thence northwesterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 663.75 feet, a delta of 52° 06' 14", an arc distance of 603.54 feet; thence tangent to said curve South 60° 25' 20" West) 323.60 feet to the POINT OF BEGINNING (the last two (2) courses described being coincident with the North right-of-way line of the "C-12" Canal, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U.D. plat); thence continue along said line South 60° 25' 20" West, 292.32 feet to a point on the East right-of-way line of Big Blue Trace, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U.D. plat; thence North 29° 34' 40" West along said line, 168.86 feet; thence northerly along the arc of a tangent curve, being concave to the East, having a radius of 5621.73 feet, a delta of 02° 04' 23", an arc distance of 203.40 feet to a point on the southerly right-of-way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D. plat; thence North 17° 17' 33" East along said line, 35.23 feet; thence North

Sheet 69

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62° 05' 48" East, 65.52 feet; thence northeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 256.69 feet, a delta of 26° 44' 39", an arc distance of 119.82 feet; thence North 24° 02' 33" East, 25.49 feet; thence North 35° 21' 09" East, 20.99 feet (the last five (5) courses described being coincident with the southerly right-of-way line of said Old Englishtown Road); thence South 54° 38° 51" East, 72.89 feet; thence southerly along the arc of a tangent curve being concave to the West, having a radius of 35.00 feet, a delta of 56° 02' 03", an arc distance of 35.45 feet to a point of reverse curvature; thence southerly along the arc of said curve, having a radius of 50.00 feet, a delta of 87° 40' 50", an arc distance of 76.52 feet; thence south 29° 34' 40" East, 274.56 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 2.662 acres more or less.

B3483 P0839

Prepared by: Broome & Farina, Inc. Consultants & Surveyors 3300 University Drive Coral Springs, Fla. 33065 Project No. 9812 May 21, 1980

PHASE XIV

A portion of SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast one-granter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears Worth 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , of the Rublic Records of Palm Beach County, , Page Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East, 369.23 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2182.28 feet, a delta of 12° 55' 44", an arc distance of 492.44 feet to a point on the arc of a non-tangent curve tradial line thru said point bears South 41° 23' 45" West); thence northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 1240.00 feet, a delta of 61° 33' 59", an arc distance of 1332.42 feet to the POINT OF BEGINNING, said point also being on the North boundary of said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON P.U.D. plat; thence South 12° 04' 34" East, 395.75 feet to a point on the North right-of-way line of old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D. plat; thence North 84° 45' 00" West, □ 120.72 feet; thence westerly along the arc of a tangent curve, being concave to the South, having a radius of 377.50 feet, a delta of 23° 35' 32", an arc distance of 155.44 feet; thence North 17° 18' 39"

West, 296.76 feet to a point on the North boundary of said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D. plat; thence North 68° 22' 10" East along said line, 268.44 feet; thence easterly along the arc of a tangent curve, being concave to the South, having a radius of 1240.00 feet, a delta of 01° 27 76", an arc distance of 31.60 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 2.179 acres more or less

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

PHASE XV

A portion of SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Public Records of Palm Beach County Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; themee North 89° 39' 44" West along the South boundary of the Southeast one-guarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears north 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , Page , of the Rublic Records of Palm Beach County, Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 33.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; theree tangent to said curve North 22° 31' 14" East, 369.23 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2182.28 feet, a delta of 12° 55' 44", an arc distance of 492.44 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 41° 23' 45" West); thence northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 1340.00 feet, a delta of 63° 01' 35", an arc distance of 1364.02 feet thence South 68° 22' 10" West, 268.44 feet to the POINT OF BEGINNING; thence South 17° 18' 39" East, 296.76 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 18° 20' 32" East), said point also being on the North right-of-way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D. plat; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 377.50 feet, a delta of 36° 18' 19", an arc distance of 239.20 feet; thence tangent to said curve South

483 P084

35° 21' 09" West, 48.76 feet; thence North 22° 32' 43" West, 382.87 feet to a point on the North boundary of said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D. plat; thence North 68° 22' 10" East along said line, 296.70 feet to the POINT OF BEGINNING.

Said lands lying in Palm Beach County, Florida, containing 2.084 acres more or less.

Prepared by: Broome & Farina, Inc. Consultants & Surveyors 3300 University Drive Coral Springs, Fla. 33065 Project No. 9812 May 21, 1980

B9463 P0843

PHASE XVI

A portion of Sheffield woods - unit no. 4 of wellington - P.U.D., as recorded in Plat Book , Page , of the Public Records of Plam Beach County Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 44 South, Range 41 East; thence North 89° 39' 44" West along the South boundary of the Southeast one-quarter (S.E. 1/4) of said Section 4, a distance of 1659.00 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 33° 18' 09" West), said point also being on the westerly right-of-way line of Wellington Trace, as shown on the plat of PINEWOOD GROVE OF WELLINGTON - P.U.D., as recorded in Plat Book , of the Public Records of Palm Beach County, , Page Florida; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 1833.01 feet, a delta of 34° 10' 37", an arc distance of 1093.39 feet; thence tangent to said curve North 22° 31' 14" East, 369.23 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 2182.28 feet, a delta of 12° 55' 44", an arc distance of 492.44 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 41° 23' 45" West); thence northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 1240.00 feet, a delta of 63° 01' 35", an arc distance of 1364.02 feet; thence South 68° 22' 10" West, 565.14 feet to the POINT OF BEGINNING said point also being on the North boundary of SHEFFIELD WOODS - UNTENDED OF WELLINGTON -P.U.D. plat; thence South 22° 32' 43" West, 382.87 feet to a point on the North right-of-way line of Old Englishtown Road, as shown on said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON - P.U.D. plat; thence South 35° 21' 09" West along said line, 91.61 feet; thence South □ 46° 39' 45" West, 25.49 feet to a point on the arc of a non-tangent curve

(radial line thru said point bears North 54° 38' 51" West); thence

LAND DESCRIPTION

SHEFFIELD WOODS AT WELLING'S
A CONDOMINIUM
PHASE XVI

southwesterly along the arc of said curve, being concave to the Northwest, having a radius of 186.69 feet, a delta of 26° 44' 39", an arc distance of 87.14 feet; thence tangent to said curve South 62° 05' 48" West, 63.40 feet to a point on the easterly right-of-way line of Big Blue Trace, as shown on said PINEWOOD GROVE OF WELLINGTON - P.U.D. plat; thence North 72° 06' 11" West, 35.85 feet to a point on the arc of a non-tangent curve (radial line that said point bears North 63° 43' 26" East); thence northerly along the arc of said curve, being concave to the East, having a radius of 5621.73 feet, a delta of 04° 38' 44", an arc distance of 455.81 feet to a point on the North boundary of said SHEFFIELD WOODS - UNIT NO. 4 OF WELLINGTON P.U.D. plat; thence North 68° 22' 10" East, 284.86 feet to the POINT OF RESUNNING.

Said lands lying in Palm Beach County, Florida, containing 2.901 acres more or less.

Prepared by:
Broome & Farina, Inc.
Consultants & Surveyors
3300 University Drive
Coral Springs, Fla. 33065
Project No. 9812
May 21, 1980

SHEFFIELD WOODS AT WELLINGTON, A CONDOMINIUM

Percentage of Common Elements,

	PHASE I	
	All A type and AR type Units	2.560%
	The following B type and BR type Units: 2-2, 2-4, 4-5,	
	The following B type and BR type Units: 2-2, 2-4, 4-5, 4-7, 5-2, 5-6, 5-8	2.886%
	All other B type and BR type Units	2.887%
	PHASE I & II	•
	All A type and AR type Units	1.436%
,	All B type and BR type Units	1.620%
	PHASE I, II & III	
	All A type and AR type Units	1.151%
	The following B type and BR type Units: 2-2, 2-4, 4-5, 4-7,	
	5-2, 5-4, 5-6, 5-8, 8-2, 8-4, 9-5, 9-7, 10-2, 10-4, 10-6, 10-8, 11-2, 11-4	1 2079
•	$oldsymbol{\zeta}$	1.297%
	All other B type and BR type Units	1.298%
	PHASE 1, III & "C" *	* 1
	All A type and AR type Units	0.958%
	The following B type and BR type Units 2-2, 2-4, 4-5, 4-7, 5-2, 5-4, 5-6, 5-8, 8-2, 8-4, 9-5, 10-2, 10-4, 11-2,	
	11-4, 13-5, 13-7, 14-2, 14-4	1.079%
	All other B type and BR type Units	1.080%
	* The foregoing shall apply only in the event Phase "C" is added after Phase III and no further phases are to be added.	
	PHASE I, II, III, IV	. *
	All A type and AR type Units	0.960%
	The following B type and BR type Units: 1-1, 2-1, 2-2, 2-6, 3-1, 4-1, 4-5, 4-6, 5-1, 5-2, 5-6, 6-1, 7-2, 8-2, 8-6,	
	9-1, 9-5, 9-6, 10-1, 10-2, 10-6, 11-1, 11-2, 11-6, 12-1, 15-1, 16-1, 16-2, 16-6, 17-1, 18-1	1.082%
•		
	All other B type and BR type Units	1.083%
	PHASE I, II, III, IV, V	•
	All A type and AR type Units	0.742%
	The following B type and BR type Units: 2-6, 2-8, 3-1, 3-3, 4-1, 4-3, 16-6, 16-8, 17-1, 17-3, 18-1, 18-3	0.838%
	All other B type and BR type Units	0.837%
	PHASE I, II, III, IV, V, VI	
	All A type and AR type Units	0.621%
	The following B type and BR type Units: 1-3, 2-3, 2-8, 3-3,	ř.
	4-3, 4-8, 5-3, 5-8, 6-3, 7-4, 8-3, 8-8, 9-3, 9-8, 10-3, 11-8, 12-3, 15-3, 16-3, 16-8, 17-3, 18-3, 19-4, 20-3, 20-8, 21-3,	•
,	21-8, 22-3, 22-8, 23-3, 23-8, 24-8, 25-3, 25-8	0.701%
	All other B type and BR type Units	0.700%

B3463 P0846

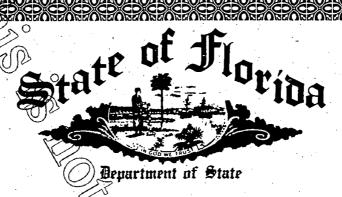
PHASE I, II, III, IV, V, VI & VII	
All A type and AR type Units	0.522%
The following B type and BR type Units: 2-2, 2-4, 4-5, 4-7, 5-2, 5-4, 8-2, 8-4, 9-5, 9-6, 9-7, 10-1, 10-2, 10-4, 10-6,	
11-1, 11-2, 11-4, 11-6, 12-1, 16-2, 16-4, 20-2, 20-4, 21-5, 21-6, 21-7, 22-10, 22-2, 22-4, 23-5, 23-6, 23-7, 23-8, 24-1, 24-2, 24-3, 24-4, 25-5, 25-7, 26-5, 26-7, 27-2, 27-4, 28-5, 28-7	0.588%
All other B type and BR type Units	0.589%
PHASE I, II, III, IV, V, VI, VII & VIII	
All A type and AR type Units	0.434%
The following B type and BR type Units: 2-2, 2-4, 4-5, 4-7, 5-2, 5-4, 8-2, 8-4, 9-7, 10-2, 10-4, 11-2, 11-4, 16-2, 16-4, 20-2, 20-4, 21-5, 21-7, 22-2, 22-4, 23-5, 23-7, 24-2,	
24-4, 25-5, 25-7, 26-5, Z6-9, 27-2, 27-4, 28-5, 28-7, 31-2,	0.4000
31-4, 33-5, 34-2	0.488%
All other B type and BR type Units	0.489%
PHASE I, II, INTIV, V, VI, VIII, VIII & IX	
All A type and AR type Units	0.383%
The following B type and BR type in ts: 2-2, 4-5, 5-2, 5-4, 8-2, 8-4, 9-5, 9-6, 9-7, 10-1, 10-2, 10-4, 10-6, 11-1, 11-2, 11-4, 11-6, 12-1, 16-2, 16-4, 20-2, 20-4, 21-5, 21-6, 21-7, 22-1, 22-2, 22-4, 23-5, 23-6, 23-7, 24-1, 24-2, 24-4, 25-5, 25-7, 26-5, 26-7, 27-2, 27-4, 28-5, 28-7, 31-2, 31-4, 33-5, 33-7, 34-2, 34-4, 36-2, 36-4, 37-5, 37-7, 38-2, 38-4	
25-7, 26-5, 26-7, 27-2, 27-4, 28-5, 28-7, 31-2, 31-4, 33-5, 33-7, 34-2, 34-4, 36-2, 36-4, 37-5, 37-7, 38-2, 38-4	0.431%
All other B type and BR type Units	0.432%
PHASE I, II, III, IV, V, VI, VIII, IX & X	•••
All A type and AR type Units	0.333%
The following B type and BR type Units: $2-2$, $(2-4)$, $4-5$, $4-7$, $5-2$, $5-4$, $8-2$, $8-4$, $9-5$, $9-6$, $9-7$, $10-1$, $10-2$, $10-4$, $10-6$, $11-1$, $11-2$, $11-4$, $11-6$, $12-1$, $16-2$, $16-4$, $20-2$, $(20)+4$, $21-5$,	•
21-6, 21-7, 22-1, 22-2, 22-4, 23-5, 23-6, 23-7, 24-3, 24-2, 24-4, 25-5, 25-7, 26-5, 26-7, 27-2, 27-4, 28-1, 28-5, 28-7,	
31-2, 31-4, 31-6, 32-1, 33-1, 33-5, 33-7, 34-2, 34-6, 35-1, 36-2, 36-4, 36-6, 37-1, 37-5, 37-7, 38-2, 38-4, 38-6,	
39-1, 40-1, 40-2, 40-4, 40-6, 41-1, 42-1, 42-5, 42-1, 43-2, 43-4, 44-1, 45-1	0:375%
All other B type and BR type Units	0.376%
PHASE I, II, III, IV, V, VI, VII, VIII, IX, X & XI	
All A type and AR type Units	0.302%
The following B type and BR type Units: 17-3, 18-3	0.342%
All other B type and BR type Units	0.341%

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Phases A and B do not contain any Units only recreational facilities. In the event these Phases are submitted to condominium ownership, such will therefore not cause any change in the percentage of Common Elements.

33483 P0849



I certify that the attached is a true and correct copy of the Articles of Incorporation of

SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION INC.

filed on

the 10th of February, 1981

The Charter Number for this corporation is

F 756263



CORP 104 Rev. 5-79

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the

10th day of February, 1981

George Firestone Secretary of State

SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION FLORIDA

of ear to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, hereinafter referred to as "Articles", set forth:

The name of this corporation shall be SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC. This corporation shall hereinafter be referred to as the Association.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Fla. Stat., hereinafter referred to as the "Condominium Act", to operate Sheffield Woods at Wellington, a Condominium, hereinafter referred to as the "Condominium", at Old Woods Drive, Wellington, West Palm Beach, Florida 33411, in accordance with the Declaration of Condominium, these Articles and the By-Laws of the Association.

DIII.

All definitions in the Declaration of Condominium and Exhibits attached thereto shall prevail in this instrument when applicable.

folkowing powers: The Association shall have the

- 1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominion and Exhibits attached thereto, including these Articles and the By-Laws (of this Association.
- 2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium, these Articles, the By-Laws of the Association, and F.A. 718, et seq., including but not limited to:
- (a) To make and establish Rules and Regulations governing the use of the Condominium Property.
- (b) To levy and collect assessments from members of the Association to defray the Common Expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property and the Association, the acquiring, operating, lessing, managing and otherwise dealing with property, whether real or personal (including Units in said Condominium), which may be necessary or convenient for the operation and management of the Condominium and to do all things necessary to accomplish the purposes set forth in said Declaration of Condominium.
- (c) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.
- (d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the

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

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Association provided in these Articles, the Declaration of Condominium and Exhibits attached thereto.

- (e) To enforce the provisions of said Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations governing the use of said Condominium.
- (f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association persuant to the Declaration of Condominium.
- To acquire and enter into agreements whereby the Association actuites an interest in property, either in its own name or through organizations of which it is a member; or a leasehold, membership or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, reareation or other use or benefit of the members.
- (h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.
- (i) The association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive likeness, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

v.

The qualification of members, the manner of their admission, termination of such membership, and voting by members shall be as follows:

- 1. The owners of all Units in the Condominium and the Subscribers to these Articles shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this Article V. Membership of the subscribers shall terminate upon the Sponsor being divested of all Units in the condominium and control of the Association is turned over to the members.
- 2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.
- 3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration or in the By-Laws hereinafter adopted by the Association.
- 4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

VI.

The Association shall have perpetual existence.

VII.

The principal place of business of the Association shall be located on the Condominium Property, at Old Woods Drive, Wellington, West Palm Beach, Florida. The registered office of the Association shall be

VIII.

The affilirs of the Association will be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The Board shall consist of three members until the Sponsor has sold all Units in all the phases constructed in the Condominium. Thereafter, the number of directors may be increased from time to time to a maximum of nine by a majority vote of the Board of Directors.

Directors of the Association shall be elected in the manner provided by the By-Laws at the annual meeting of the members. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve until their successors are elected purquant to the By-Laws. If a director is to be replaced by a person elected by the Unit Owners other than Sponsor, Sponsor shall designate which sponsor-appointed director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, or Sponsor as the By-Laws provide.

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

Alfred G. West

1499 West Palmetto Park Road Boca Raton, FL 33432

Claudette Morency

1499 West Palmetto Park Road Boca Raton, FL 33432

Aaron Chorost

1489 West Palmetto Park Road Boca Raton, FL 33432

The Board of Directors shall have the power to adopt the budget of the Association.

The transfer of control from the Sponsor to the Unit Owners shall be in accordance with the provisions of F.S. 718.301 and the By-Laws.

IX.

The officers of the Association shall be elected by the Board of Directors at their first meeting following election of directors by members and shall serve at the pleasure of the board of Directors. The names of the officers who shall serve until their successors are elected are as follow:

Alfred G. West Aaron Chorost Claudette Morency President Vice/President Decretary-Treasurer

х.

The Subscribers of these Articles are the persons herein named to act and serve as members of the first Board of Directors of the Association, the names of which Subscribers and their respective post office addresses are more particularly set forth in Article VIII above.

XI.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors of the Association and thereafter, such By-Laws may be altered or rescinded in the same manner as these Articles as hereinafter specified.

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The Association does hereby indemnify its officers and directors as provided in the By-Laws.

XIII.

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

- 1. Proposal. Amendments to these Articles may be proposed by the Board acting upon vote of the majority of the entire Board or by members of the Association having a majority of the votes of the entire membership of the Association, whether meeting as members or by an instrument in writing signed by them.
- 2. Call For Meeting. Upon any amendment or amendments to these Articles being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.
- 3. Vote Necessary; Filing. In order for such amendment or amendments to become effective the same must be approved by an affirmative vote of sixty-six percent (66%) of the entire membership of the Board and by an affirmative vote of the members having seventy-five percent (75%) of the votes of the entire membership of the Association. Such amendment or amendments shall be filed within ten (10) days from said approval with the Office of the Secretary of State of Florida for approval, along with the appropriate filing fee.

Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles may be adopted or become effective without the prior written consent of Sponsor if in the sole opinion of Sponsor, which shall be binding, such amendment affects the rights of Sponsor or affects the Sponsor's ability to sell units in the Condominium.

XIV.

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. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, these Articles and in the By-Laws of the Association.

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The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with Sponsor, or a managing agent, shall be invalidated in whole or part by the Association or any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Directors of the Association which shall authorize or ratify any such contract or transaction any interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed, or shall have been known to the directors or

a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the Association by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereof.

IN WIFNESS WHEREOF, the subscribers have affixed their signatures this 9 say of representation of Alfred G West (SEAL)

Alfred G West (SEAL)

Claudette Morency (SEAL)

Aaron Chorost

STATE OF FLORIDA

COUNTY OF PALM BEACH

(NOTARIAL SEAL)

NORMAN PUBLIC
Stare Of Plorida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF POOLIDA AT LARGE
NOTARY PUBLIC STATE OF EXPIRES NOW 30 1983
BONDED THRU GENERAL INA ENDERWRITERS

STATE "OF FLORIDA

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COUNTY OF PALM BEACH

MOTARIAL SEAL)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES NOV 30 1983 BONDED THRU GENERAL INS. UNDERWRITERS BEFORE ME, the undersigned authority, personally paper ared Auron Chorost, who, after being duly sworn, acknowledged that the endouged the foregoing Articles of Incorporation for the purposes with Articles, this g day of february, 1981.



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES NOV 30 1983 BONDED THRU GENERAL INS. UNDERWRITERS

I hereby accept the designation as Registered Agent as set forth in these Articles of Incorporation.

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE 1 GENERAL PROVISIONS.

- 1.1 IDENTITY--PURPOSE. These are the By-Laws of SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (Association). This Association has been organized for the purpose of administering the affairs of SHEFFIELD WOODS AT WELLINGTON, a Condominium.
- 1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, (referred to herein as the Articles), and the Declaration of Condominium (referred to herein as Declaration) which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to condominium ownership.
- 1.3 APPLICABILITY. Ald Unit owners, tenants and occupants, their agents, servants, invitees itcensees and employees and others that use the Condominium Property for any part thereof, are subject to these By-Laws and the documents referred to in Paragraph 1.2 hereof.
- 1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.
- 1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.
- 1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.
- ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.
- 2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these By-Laws.
- 2.2 QUORUM. Persons having fifty (50%) persent plus one of the total votes of the Association shall constitute a growum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.
- 2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation, except Sponsor, or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below.
- 2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.6 below, and must be filed with the

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Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member", or by all the owners of such Unit, or the proper corporate officer.

- 2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each Unit shall be entitled to one vote and the vote of such Unit shall not be divisible.
- 2.6 MADORITY Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.
- ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.
- 3.1 ANNUAL METING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members.
- 3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices of special meetings shall be given as set forth below except that in the case of an emergency four (4) days' notice will be deemed sufficient.
- 3.3 NOTICE OF MEETING WRIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each member, unless such notice is waived in writing. Such notice will be written and will state the time place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date. set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. The post office certificate of mailing shall be retained as proof of such mailing. Notice shall also be conspicuously posted on the Condominium Property.
- 3.4 NOTICE TO OTHERS. The Sponsor and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Sponsor.
- 3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718.112. Sudgetary meetings shall be held on or about February 1 of each year.
- 3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.
- 3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if 75% of the members who would have been entilted to vote upon the action if such meeting were held, shall consent in writing to such action being taken.
- 3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.
- 3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical at any other members' meeting, shall be:

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- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these, BQ-Laws, the Articles and the Declaration;
- g. Unfineshed business;
- h. New business;
- i. Adjournment

ARTICLE 4. BOARD OF DIRECTORS.

- 4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than three nor more than nine persons, the number to be determined in accordance with provisions of the Articles.
- 4.2 FIRST BOARD. The Board shall, until the Sponsor has sold all Units being offered for sale in the ordinary course of business in all phases constructed in the bondominium, consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Sponsor and they shall serve until replaced by Sponsor or until their successors are elected pursuant to F.S. 718.301.
 - a. The Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Sponsor and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.
 - owners of the Board designated by Sponsor shall serve until owners other than Sponsor own fifteen percent (15%) or more of the Units that will be operated untimately by the Association at which time the owners other than Sponsor may elect one-third of the directors. Unit Owners other than Sponsor shall be entitled to elect a majority of the directors three years after closing by Sponsor of fifty percent (50%) of the Units that will be operated ultimately by the Association or three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been closed by Sponsor, or when all the Units that will ultimately be operated by the Association have been completed, some of them sold and none of the others being offered for sale by Sponsor in the ordinary course of business, or when the Sponsor so elects, whichever occurs first. The Sponsor shall be entitled to elect at least one (1) Board member as long as Sponsor holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. In the event the Unit Owners decline to elect directors as set forth above, a majority of the Unit Owners shall sign a statement to that effect and present it to the then existing Board. If the Board chooses to resign, they may do so and the requirements of this subsection b. shall be mandatory.
- 4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Sponsor, as hereinbefore provided, election of Directors shall be conducted in the following manner:
 - Election of Directors shall be held at the Annual Meeting except that the first Directors elected by Unit Owners other than Sponsor shall be elected pursuant to F.S. 718.301.

- b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.
- c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast.

 Each person voting shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.
- 4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.
- 4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time; by a majority of the Director. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners and notice thereof shall be posted conspicuously on the Condominium Property at least three (3) days in advance, except in an emergency.
- 4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the chairman or President. Except in an emergency the notice shall be given as provided in Section 4.5 above and shall state the time, place and purpose of the meeting.
- 4.7 WAIVER. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.
- 4.8 QUORUM. A quorum at a Directors meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. If any Directors' meeting cannot be convened because a quorum has not attended, of because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
- 4.10 RESIGNATION. A Director may resign by giving written notice thereof. A Director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

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4.11 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:

- a. To adopt the budget of the Association upon majority vote of the directors, subject to the provisions of F.S. 718.112.
- b. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium and Common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. Only Onit Owner members shall be subject to assessments.
- To provide for the maintenance, repair, replacement, operation, improvement and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments provided that the procedures for notice as set forth in F.S. [18.112(2)(f) are followed as to any special assessment providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.
- e. As provided in the Declaration, to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.
- f. To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Elements real and personal, in the condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.
- g. To approve or disapprove on benalf of the Association owners and proposed purchasers or lesses of Units and to exercise or waive the Association's right to disapprove of the ownership, sales or leasing of any Unit in the manner specified in the Declaration.
- h. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.
- i. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.
- j. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.
- k. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Units.

- m. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.
- n. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- o. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718.111(5) and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these By-Laws, and to assure the compliance with all the terms thereof. To that end, the Association may retain a pass key to all Units.
- p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements and to alter, add to, relocate or improve Common Elements and Limited Common Elements; provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.
- 4.12 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board, including the first budget, shall be binding upon the Association in the manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.
- 4.13 REMOVAL OF DIRECTORS. Should the members of the Association at any duly convened regular or special meeting convened pursuant to F.S. 718.112, desire, they may remove any director except Directors designated by Sponsor with or without cause by the vote or agreement in writing by a majority of all members and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy
- 4.14 PROVISO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Sponsor as set forth in the Declaration, the Articles and these By-Laws.
- 4.15 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.
- 4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 14 of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be preemptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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- 5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.
- 5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.
- 5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the monfinancial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary if any, shall perform the duties of Secretary when the Secretary is absent?
- 5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment totals and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.
- 5.6 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons so named in the Articles.
- ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:
- 6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718 from time to time, fix and determine the sums necessary to pay all the Common Expenses, and other fees of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By Laws. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the Concominium Property shall be as set forth in a projected budget established by the Sponsor as the same may be amended by the Board from time to time
- 6.2 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions provided in the Declaration. Said assessments shall be payable monthly in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL ENTITLE THE ASSOCIATION TO LEVY A \$25.00 LATE CHARGE AGAINST THE DEFAULTING UNIT OWNER. THE PARTIES AGREE THAT THE LATE CHARGE IS NOT A PENALTY BUT IS VALID LIQUIDATED DAMAGES.
- 6.3 PROPOSED BUDGET. A copy of the proposed one (1) year budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

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- 6.4 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of moneys shall supersede the provisions hereof during the term of any such agreement.
- 6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by F.S. 718.111(7) subject, however, to the provisions of the Declaration. In addition, an audited financial statement shall be prepared annually and supplied to the membership prior to the adoption of the next ensuing year's budget.
- 6.6 FIDELITY BONDS: PROVISO. Fidelity bonds shall be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.
- 6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The judget year shall begin on January 1st of each year.
- 6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for, in its discretion, the next twelve-month period. Upon notice thereof to the Unit Owner the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.
- 6.9 ACQUISITION OF UNITS. At any toreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale— the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of Paragraph 13 of the Declaration.
- 6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN, In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of

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the provisions of the Declaration, these By-Laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies'. Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Association, 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 to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a non-continuing default making the notice period impractical, the Association may take such punitive action including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments.

- 7.2 LIABILITY OF UNIT CONNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, 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. Such liability shall include any increase in insurance rates occasioned by use misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any walver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such owner's Unit.
- 7.3 LIABILITY OF UNIT OWNERS TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys fees and costs, to enforce the provisions thereof.
- 7.4 GENERAL LIABILITY. Liability of Unit owners shall be governed, in addition to the provisions hereof, by F.S. 718.719.
- 7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.
- 7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.
- 7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.119(3).
- ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

- ARTICLE 10. AMENDMENTS TO BY-LAWS. Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:
- 10.1 PROPOSAL. Amendments to these By-Laws may be proposed in the form required by F.S. 718.112(2)(i) by the Board acting upon vote of the majority of the Directors or by members of the Association having fifty percent (50%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.
- 10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member is required as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.
- 10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 66% of the entire membership of the Board and by an affirmative vote of the members having 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ten' (10) days from the date on which are amendment has been affirmatively approved by the Directors and members.
- 10.4 PROVISO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-Laws which affects the Sponsor may be adopted or become effective without the prior written consent of the Sponsor.
- ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.
- 11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of Common Elements and Limited Common Elements.
- 11.2 SCOPE: REMEDY FOR VIOLATION. These By Laws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such By-Laws shall bar any Unit Owner or his family and invitees from the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-Laws.
- 11.3 RULES AND REGULATIONS. The Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said additional Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-Laws.
- ARTICLE 12. INITIAL RULES AND REGULATIONS.
- 12.1 INITIAL RULES AND REGULATIONS. The Rules and Regulations hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that the Rules and Regulations are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said Rules and Regulations are as follows:

- a. The sidewalk, entrances, passages, stairways and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.
- b. All persons using the swimming pool shall do so at their own risk. A shower is required before entering the pool. Ball playing is not permitted at the pool or in the patio area. Chaise lounges shall not be reserved. Under no circumstances are pets permitted in or about the pool area. Classware is not permitted at the pool. No food is permitted at the pool. Unless otherwise determined by the Board, there shall be no lifeguard or ther pool attendant employed to supervise the use of the swimming pool.

The personal property of all Unit Owners shall be stored either within their Condominium Units or in the storage space provided in the Condominium to each Unit Owner for such purpose; provided, however, that no Unit Owner may store any personal property on, or make any use of, the balcony or patio appurtenant to his Unit which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

- d. No garbage cans, supplies, or other articles shall be placed on the balconies or common elements, nor shall any linens, cloths, clothing, curtains) rues, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors or balconies, nor hung outside the Unit, nor exposed to or on any part of the Common Elements nor porches within any Unit. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
- e. No Unit Owner shall allow anything whatsoever to fall from the window, balcony or doors of the premises.
- f. All garbage and trash shall be properly disposed by all Owners in trash recepticals provided for that purpose. For sanitary reasons, all trash, except newspapers, shall be in plastic bags and tied securely before being placed in trash recepticals.
- g. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
- h. Servants and domestic here of the Unit Owners may not gather or lounge in the public areas of the building or grounds.
- i. The parking facilities shall be used in accordance with the regulations adopted by the Sponsor and thereafter by the Association. Sponsor's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium property. No commercial vehicle, truck, pick-up truck or recreational vehicle, owned or driven by a Condominium Owner shall be parked on the Condominium Property. No boat, boat trailer, camper or like vehicle shall be left or stored on the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas bicycles shall be kept in the Unit. Washing of vehicles shall only be done in the vicinity of the exterior hose bib provided by Sponsor within each parking cluster.
- j. No Unit Owner shall make or permit any disturbing noises in the buildings by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
- k. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit that is visible from outside the Unit or Condominium Property, nor shall tinfoil or other material be used to cover any windows or doors so as to be visible from outside the Unit.
- l. The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use of Association pursuant to its right of access to the Unit.

- m. No cooking shall be permitted nor shall any goods or beverages be consumed outside of a Unit, except in areas designated for those purposes by the Association.
- n. No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit, except those required for normal household age.
- the hurmicane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or balcony and courtyard prior to his departure; and (2) designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
- p. No commercial or business activity shall be conducted in any Unit. No Unit owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.
- q. Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be used by guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons.
- r. No Unit Owner Shall, in any way, interfere with the construction, sale or rental of any Unit by Sponsor.
- 12.2 APPLICABILITY. The provisions of Subparagraphs a, e, g, i, j, k, l, n, o, p and q hereof shall not be applicable to the Sponsor or to any Unit owned by the same.

ARTICLE 13. INDEMNIFICATION.

- 13.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel tees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of, all other rights to which such Director or officer may be entitled.
- 13.2 INSURANCE. The Association shall, it available, at the Association's expense, purchase Director's liability insurance and shall cause the Directors, from time to time serving, to be named insureds.
- ARTICLE 14. UNIT OWNERS RESPONSIBILITY CONCERNING LIERS AND TAXES .-
- 14.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.
- 14.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.
- ARTICLE 15. CONFLICT. In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

ATTEST:

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the load of Frankly,

SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INCHIMINATION OF THE PROPERTY OF THE PR

By_ Its

(CORPORATE SEAL)

THIS IS TO CERTIFY that	
has been approved by SHEFFIELD WOODS	AT WELLINGTON CONDOMINIUM ASSOCIA-
TION, INC. as the Purchaser or	Transferee (check the appropriate
space) of the following described re	al property in Palm Beach County,
Florida.	
COMPONENTIAL INTER NO	CHEERTEIN WOODS AM MELLTNOMON A
CONDOMINATION PROGRATING to the	SHEFFIELD WOODS AT WELLINGTON, A Declaration thereof recorded in
Official Record Book,	at Page through,
inclusive. of the Public Records	of Palm Beach County, Florida.
\(\tag{\tau} \)	
Such approxal has been given p	pursuant to the provisions of the
aforesaid Declaration of Condominio	m and constitutes a waiver of the
Association's right of purchase as to	the above-described purchaser, as
specified in the Declaration.	
In the event a previously unappr	oved party is assuming possession of
the premises, then this Certificate	shall be recorded without an in-
strument of conveyance and shall be	deemed, pursuant to said party's
application for approval, hinding a	as if it had been recorded with an
instrument of conveyance.	
	••
DATED this day of	, 19
Signed, Sealed and Delivered in the presence of:	SHEFFIELD WOODS AT WELLINGTON
in the presence of:	CONDOMINIUM ASSOCIATION, INC.
	7
	ΣΒ 6 ;
	President
, in the second	ATTEST:
· · · · · · · · · · · · · · · · · · ·	HILLSI.
	A (Q)
	Вуз
	Secretary
STATE OF FLORIDA)	
) SS.	
COUNTY OF PALM BEACH)	
	$(\mathcal{O})_{\mathfrak{a}}$
BEFORE ME, the undersigned autho	ority, personally appeared
and	to me well known to be the
persons described in and who executed	the foregoing instrument as
President and Secretary, re	espectively of Sheffield woods Ar
WELLINGTON CONDOMINIUM ASSOCIATION, I before me that they executed such in	nc., and they severally acknowledged
Association, and that said instrument	t is the free act and deed of said
Association and was executed for the	purposes therein expressed.
•	
WITNESS my hand and official	seal in the State and County last
aforesaid this day of	, 19
•	
(NOTARIAL SEAL)	NOTARY PUBLIC
7	State of Florida at Large
· · · · · · · · · · · · · · · · · · ·	My Commission Expires:

Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court