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DECLARATION OF CONDOMINIUM OF
TIERRA DEL SOL CONDOMINIUM

AVIS ENTERPRISES, INC., a Florida corporation (hereinafter referred to as Developer), hereby declares that it is the owner in fee simple of the land hereinafter described, and further states and declares:

1. SUBMISSION STATEMENT:

The land hereinafter described is hereby declared to be condominium property and is hereby submitted to condominium ownership, pursuant to the provisions of the Florida Condominium Act, as amended.

2. NAME:

The name by which this condominium is to be identified is: TIERRA DEL SOL CONDOMINIUM.

3. LEGAL DESCRIPTION:

A parcel of land in the SW 1/4 of Section 17, Township 47 South, Range 43 East, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said SW 1/4 of Section 17; thence run North 89° 24' 25" West (on an assumed bearing) 1136.37 feet along the South line of said SW 1/4; thence run North 0° 35' 35" East 721.84 feet, to an intersection with the Southerly right of way line of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24, on Page 166 of the Public Records of Palm Beach County, Florida; thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line, to the Point of Beginning; thence run South 0° 39' 48" West 387.27 feet; thence run North 89° 20' 12" West 6 feet; Thence run South 0° 39' 48" West 19.33 feet; thence run South 89° 20' 12" East 6 feet; thence run South 0° 39' 48" West 236.33 feet, to an intersection with a line 65 feet North of, as measured at right angles, and parallel to said South line of the SW 1/4; thence run South 89° 24' 25" East 194.91 feet along said parallel line; thence run North 0° 39' 48" East 236.33 feet; thence run South 89° 20' 12" East 6 feet; thence run North 0° 39' 48" East 19.33 feet; thence run North 89° 20' 12" West 6 feet; thence run North 0° 39' 48" East 348.55 feet, to an intersection with said Southerly right of way line of N.E. 20th Street; thence run North 78° 10' 08" West 198.67 feet along said Southerly right of way line, to the Point of Beginning; Excepting therefrom that portion thereof described as follows:

Commencing at said Southeast corner of the SW 1/4 of Section 17; thence run North 89° 24' 25" West 1136.37 feet along the South line of said SW 1/4; thence run North 0° 35' 35" East 721.84 feet to an intersection with said Southerly right of way line of N.E. 20th Street; thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line; thence run South 0° 39' 48" West 178.61 feet to an intersection with a line 529.33 feet North of and parallel to said South line of the SW 1/4; thence run South 89° 24' 25" East 64.56 feet along said parallel line, to the Point of Beginning; thence continue South 89° 24' 25" East 64 feet along said parallel line; thence run South

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0° 39' 48" West 354.35 feet, to an intersection with a line 174.98 feet, North of, as measured at right angles, and parallel to said South line of the SW 1/4 of Section 17; thence run North 89° 24' 25" West 64 feet along said parallel line; thence run North 0° 39' 48" East 354.35 feet, to the Point of Beginning.

Said lands situate in Boca Raton, Palm Beach County, Florida.

4. IDENTIFICATION OF UNITS:

The condominium has one hundred and thirty-four (134) units which are identified and referred to herein, and in the Exhibit A, pages 1 through 5, attached hereto and made part hereof, and referred to as arabic numerals.

Vertical boundaries for the units are the entire unfinished perimeter walls of each unit as set out in above Exhibit A.

Horizontal boundaries for the units are the entire unfinished ceiling and the entire unfinished floor of each unit as set out in above Exhibit A, within the perimeter walls for each unit.

5. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS:

There is being recorded simultaneously herewith a survey, plot plan, and floor plan of the above described property, marked Exhibit A, pages 1 through 5, and incorporated herewith by reference, showing and identifying thereon the Common Elements and each unit and their relative locations and approximate dimensions. The aforesaid Exhibit A, pages 1 through 5, has been certified by Winningham & Lively, Inc., a surveyor authorized to practice in the State of Florida, and such certification is made pursuant to the requirements of Sections of Florida Statutes pertaining to Condominiums.

6. UNDIVIDED SHARES:

A. Each Unit shall have as an appurtenance thereto an undivided one hundred and thirty-fourth interest in and to the Common Elements, but the Common Expenses and Common Surpluses and Common Obligations for payment of assessments shall be divided into 120 and each 120 Unit Owners shall be obligated to an undivided 120th (one hundred and twentieth) interest in the Common Expenses and Surplus. The Units to be excluded are set out in Paragraph 7.

B. Each Unit shall have as an appurtenance thereto the right to use all the Common Elements in this Condominium, which right shall be shared with all other Unit Owners, AVIS ENTERPRISES, INC., and their assigns, and TIERRA DEL SOL CONDOMINIUM, INC., (hereinafter referred to as "Association".)

7. SHARING COMMON EXPENSES AND SURPLUS:

The Common Expenses shall be shared and the ownership of Common Surplus shall be in proportion to each Unit Owners percentage of ownership of the Common Elements as set forth hereinbefore. The exceptions to this paragraph are Units Nos. 137, 138, 139, 140, 237, 238, 239, 240, 339, 340, 439, 440, 539, and 540; that is, though there is ownership of these fourteen units and ownership of the Common Elements according to the percentage of ownership of the Common Elements according to the percentage of ownership of these 14 Units, the owner of these 14 units shall be excluded from the Common Expenses and further excluded from the Common surpluses as set out in this paragraph.

8. VOTING RIGHTS OF OWNERS OF UNITS:

A. Owners of a fee simple interest in each Unit shall collectively be entitled to one vote and the person entitled to cast such Vote shall be determined as follows:

1. A statement must be filed with the Secretary of the Association signed under oath by members with an interest in a Unit and shall state:

(a) The respective percentage interest of every person as recorded in the Public Records of Palm Beach County, Florida, owning a vested present interest in the fee title of the Unit in which the affiant owns an interest.

(b) Which one of the Owners of the Unit in which the affiant owns an interest is to represent all of the Owners of that Unit at membership meetings and/or to cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as the Voting Owner and shall be the Owner may continue to cast the binding vote for all owners owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as the Voting Owner by those members owning the majority interest by a similar written statement filed with the Secretary.

B. There shall not be more than one hundred and thirty-four voting Owners at any one time and each may cast one vote. A corporation or any individual with an interest in more than one Unit may be designated the Voting Owner for each Unit in which he owns an interest. Failure by members of a Unit to file such statement under oath with the Secretary prior to a properly held vote or election will result in depriving the Owners with an interest in such unit of vote on such occasion.

C. The common expenses and assessment per unit for common expenses shall be made in ratio to the amount of maintenance set at the time that the owner and/or purchaser of the condominium unit is at the time of closing (or which the title is transferred from the Development corporation to the owner) in proportion to the full amount of the assessment for the common expenses as set by the Board of Directors.

9. METHOD OF AMENDMENT OF DECLARATION:

A. An amendment to change any condominium parcel, or a condominium Unit's proportionate share of the common expenses, or common surplus, or the voting rights pertinent to any Unit, shall not be valid unless all of the voting rights pertinent to any Unit, and Lease Trustee unless all of the record owners thereof and all the record owners of any first mortgage liens thereon, and the Developer, in the event it retains any mortgage lien thereon, shall join in the execution of the amendment prior to recording thereof. Lease trustee herein is Trustee Lessor of 99 years Recreational Lease, i.e. Exhibit D.

B. All other modifications or amendments of the Declaration may be made by an instrument executed and recorded by all of the owners of at least seventy-five (75%) percent of the Units, and by all Owners and holders of first mortgage liens on any Units and the Developer, in the event it retains any mortgage lien on any Unit.

10. BY-LAWS:

The operation of the condominium property shall be governed by the By-Laws, copy of which is annexed to this Declaration, made a part hereof and marked Exhibit C.

11. ASSOCIATION:

A. The operation of the condominium will be by TIERRA DEL SOL CONDOMINIUM, INC., a corporation not for profit, organized and existing under the laws of the State of Florida (herein referred to as "Association".)

B. Lease Trustee and all persons hereafter owning a vested present interest in any one of the Units, and which interest is evidenced by the recordation of a proper instrument in the Public Records of Palm Beach County, Florida, shall automatically be members of the Association, and their memberships shall automatically terminate when they no longer own such interest.

12. COMMON ELEMENTS:

A. The Common Elements include all of the premises herein before described, and all improvements therein and thereon not included within any of the Units.

B. This Condominium does not contain any limited Common Elements.

C. Subsequent owners of units in Tierra Del Sol Condominium do hereby have license to use said common elements for ingress and/or egress. i.e. all subsequent purchasers of present condominium development.

13. LIENS AND PENALTY INTEREST:

A. The Association shall have a lien on each condominium parcel for any unpaid assessments and interest, including the assessment for the Ninety-Nine Year Lease rental on recreational facilities and parking area herein; the Unit Owner of such Condominium Parcel shall also individually be liable for reasonable attorney's fees incurred by the Association incident to the collection of assessments or enforcement of such lien.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the rate of eight percent (8%) per annum until paid.

14. SEVERABILITY:

A. If any of the provisions of this Declaration, or the Exhibits thereto, or deed of conveyance of the Condominium Parcel by the Developer, or any paragraph, sentence, clause, phrase or word therein, or the application thereof, is held invalid, the remainder of this Declaration, the Exhibits thereto, and the provisions of such conveyance shall not be affected thereby.

B. This Declaration, the By-Laws, and the Exhibits thereto, are made and executed by the Developer according to and pursuant to the provisions of the Florida Condominium Act. but in the event any provision, sentence, word, phrase, section or clause of said Act, is for any reason, declared by a Court decision to be invalid and, as a consequence thereof, the validity of any provision, word, phrase, paragraph or sentence of this Declaration shall be questioned by anyone, then such questioned provision, word, phrase, paragraph or sentence shall be deemed to be valid and in full force and effect to the extent permitted under other Florida Statutes and the Common Law in effect in the State of Florida.

15. INTERPRETATION:

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

B. As used herein the terms "Member" means and refers to any person, natural or corporate, who becomes a member of the Association according to the provisions hereof whether or not that person participates in the Association as a member.

C. The provisions of this Declaration shall be interpreted in accordance with the definitions and provisions of the Florida Condominium Act as amended.

16. PROHIBITION OF FURTHER SUBDIVISION: EXCEPTING 99 YEAR LEASE:

The space within any of the Units and Common Elements shall not be further subdivided except as provided by the 99 year lease of the recreational areas and the parking lot. Attached hereto and marked Exhibit D, said 99 year lease of recreational area and parking lot are common to other owners and other condominium declarations as provided for in said 99 year lease. Any instrument, whether a conveyance, mortgage, or otherwise, which described only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

17. EASEMENTS:

All of the condominium property shall be subject to easements as follows:

A. Encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

B. Support. Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments, common areas, and facilities in the building.

C. Maintenance, repair and replacement. Easements through the apartments and common facilities for maintenance, repair and replacement of the apartments and common facilities. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

D. Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing or utility services to other apartments and the common areas; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the apartment owner.

E. The Developer has an easement over the fee property above described for the purpose of protecting the interest on a 99 year lease on the recreational lands. Said easement is described as follows:

Two parcels of land in the SW 1/4 of Section 17, Township 47 South, Range 43 East, said parcels being more particularly described as follows:

Commencing at the Southeast corner of said SW 1/4 of Section 17; thence run North $89^{\circ} 24' 25''$ West (on an assumed bearing 1136.37 feet along the South line of said SW 1/4; thence run North $0^{\circ} 35' 35''$ East 721.84 feet, to an intersection with the Southerly right of way line of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24 on page 166 of the Public Records of Palm Beach County, Florida; thence run South $78^{\circ} 10' 08''$ East 71.37 feet along said Southerly right of way line; thence run South $0^{\circ} 39' 48''$ West 184.61 feet, to the Point of Beginning of Parcel 1, being the Point of Beginning of a strip of land 12 feet in width, lying 6 feet on either side of the following described centerline (said centerline being a line 521.33 feet North of and parallel to said South line of the SW 1/4); thence run South $89^{\circ} 24' 25''$ East 65.46 feet along said centerline, to the terminus of Parcel No. 1; thence continue South $89^{\circ} 24' 25''$ East 64 feet along the projection of the last described centerline, to the Point of Beginning, of Parcel No. 2, being the Point of Beginning of a strip of land 12 feet in width, lying 6 feet on either side of the following described centerline; thence continue South $89^{\circ} 24' 25''$ East 65.45 feet along said centerline to the terminus of said Parcel No. 2.

Said lands situate in Palm Beach County, Florida

18. OBLIGATIONS OF MEMBERS:

Every Owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

A. Promptly pay the assessments levied by the Association;

B. Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the Unit and Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with the Exhibit attached hereto, except for changes or alterations approved in writing by the Association.

C. Not use or permit the use of his Unit for any purpose other than as a single family residence, and maintain his Unit in a clean and sanitary manner, other than the exceptions as set out in Paragraph 7 hereof, providing that said excepted units shall be used solely for storage and laundry purposes.

D. Not make or cause to be made any structural addition or alteration to his Unit, or to the Common Elements, without prior written consent of the Association and all mortgages holding a mortgage on his Unit, and the Trustee of the 99 year lease, Exhibit D.

E. Not permit, or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members, or annoy them by unreasonable noises, or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements. Insurance rates above are Condominium insurance rates.

F. Conform to and abide by the By-Laws and Uniform Rules and Regulations in regard to the use of Units and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Owner's property by, through or under him do likewise;

G. Make no alteration, decoration, repair, replacement or change of the Common Elements, or to any outside or exterior portion of the building, whether within a Unit or part of the Common Elements;

H. Allow the officers of the Association to enter any Unit at any reasonable time for the purpose of determining compliance with the Declaration, the By-Laws and the Rules and Regulations of the Association;

I. Show no sign, advertisement or notice of any type on the Common Elements, or his Unit, and erect no exterior antennas and aerials except as provided under Uniform Regulations promulgated by the Association;

J. Make no repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Board of Directors of the Association. Plumbing and Electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the Common Elements.

19. DESTRUCTION OF IMPROVEMENTS AND INSURANCE:

A. The Association shall purchase and obtain the following insurance:

(1) Fire and extended coverage insurance insuring all of the insurable improvements erected within the condominium property for the full insurable value;

(2) Public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liabilities of the Unit Owners as individuals or as a group to other Unit Owners;

(3) Such other insurance deemed desirable by the Board of Directors of the Association.

The premiums for all such insurance shall be assessed against the Owners of each Unit as part of the annual assessment. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Insurance Trustees, and provision shall be made for the issuance of certificates of mortgagee endorsements to the

mortgages of Unit Owners. Such policies and endoresements shall be deposited with the Insurance Trustee:

MICHAEL S. AVIS, of Pompano Beach, Florida, is hereby appointed Insurance Trustee, which person is referred to hereinafter as the Insurance Trustee, or Trustee. The Association shall have the right, from time to time, to change the Insurance Trustee to another trust company authorized to conduct business in the State of Florida. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Trustee. The Association is hereby irrovacably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the sufficiency of policies, nor for the failure to collect any insurance proceeds.

B. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it, and shall hold such proceeds in trust for the Association, Unit Owners and mortgagees under the gollowing terms:

In the event of the loss of or damage to Common Elements, real of personal, and/or Dwelling or Dwellings, which loss or damage is caused by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage in the following order: First, toward the repair, replacement or reconstruction of the Common Elements, and then toward the repair, replacement or reconstruction of the Dwellings. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all of the Dwellings and their respective mortgagees, the distribution to be separately made to the owner of each Dwelling and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each Dwelling and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds bear to the total undivided interest in common elements pertinent to all Dwellings. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by Association with the Insurance Trustee, in said latter event, may be paid by Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then Association shall levy and collect an assessment against the owners of all Dwellings and said Dwellings in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

20. COMMON EXPENSES AND ASSESSMENTS:

A. The Common Expenses shall include expenses for the Ninety-Nine Year Lease Rental, operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, and any other expenses designated or inferred to be a common expense of this Declaration, or in the Bu-Laws attached hereto.

B. The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, and such budgets shall project the anticipated common expenses for the ensuing year.

C. After adoption of a budget, and determination of the annual assessment against Unit Owners in accordance with the shares of the common expenses hereinbefore set forth, the Association shall assess such sums by promptly notifying all Owners by delivery or mailing notice thereof to the Voting Owner representing each Unit, at such Owner's most recent address as shown by the books and records of the Association. One-twelfth of the annual assessment shall be due and payable, in advance, to the Association on the 1st day of each month regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each Unit, if necessary, to cover additional common expenses, and shall have the power to levy other special assessments as provided herein, which may or may not be equal per Unit.

D. Liability for Assessments.

The Owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit as a judicial sale, or grantee of a Unit in lieu of foreclosure, shall be liable only for assessments coming due after such sale or conveyance and for that portion of due assessments prorated for the period after the date of sale.

E. Lien For Assessments.

The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraphs A, B, C and D, hereof, shall be secured by a lien upon:

(1) The Unit and all appurtenances thereto when a notice of claiming a lien has been recorded by the Association or the lessor of the 99 year lease, i.e. Exhibit D, in the public records of Palm Beach County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days, and which lien shall be effective as against the Owner and all parties having knowledge thereof, actual, or constructive, by virtue of the recordation.

F. Collections.

(1) Interest, application of payments, assessments and installments paid on or before thirty (30) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of eight (8%) percent per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

(2) Suits.

The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law, or by foreclosure of the lien securing the assessment, or by any other competent proceeding and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suit and attorneys' fees.

G. The Association may, at any time, require Owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposits shall be proportionate to each Unit's interest in the Common Elements. The Association itself is liable under each of the Units' 99 year leases. When the Owner of a Unit becomes

delinquent on said 99 year lease, the Association shall within ten (10) days of written notice of delinquency in payment of said 99 year lease, make said delinquent payment for and in behalf of the Unit Owner. The Association shall be liable to the full extent and under the terms and conditions of said 99 year lease, jointly and severally upon the unit owner becoming delinquent and the proper notices given aforesaid.

H. The Board of Directors of the Association shall provide for the preparation of a financial and operating statement and present same at least annually to each of the members. Any Member, at his cost, may at any time cause an audit to be made of the Association's records and books by a Certified Public Accountant.

21. SPECIAL COMMON EXPENSE:

A. Immediately upon the recordation of the Declaration, the Developer shall convey the fourteen units as set forth in Paragraph 7 hereof to MICHAEL S. AVIS, Trustee.

As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, the Association shall be bound to observe and perform all of the conditions, obligations and liabilities on the part of the Lessee to be observed and performed, as set forth in that certain long-term lease, i.e. Exhibit D (Hereinafter referred to as the "Lease".) to be entered into immediately, and the TIERRA DEL SOL CONDOMINIUM, INC., as Lessee (a copy of which lease is hereto annexed as Exhibit D).

B. The monies to be paid by the Association in connection with its performance of the terms of said Lease shall be deemed a common expense, subject to the limitation of liability for this particular common expense as set forth in Paragraph 28 hereof.

22. DEVELOPERS' UNITS AND PRIVILEGES:

A. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sales of Units, including but not limited to the right to maintain models, have signs, employees in the office, use the Common Elements and to show apartments. A sales office, signs and all items pertaining to sales shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent lease, as contained in this paragraph. This right shall apply only to the initial sale or disposition of Developer's Units.

B. This paragraph 22, as well as the right of the first mortgagee of record, to sell or lease, after acquisition of an apartment unit, without the necessity of obtaining consent (as hereinafter set forth) and the necessity of obtaining the written consent of a first mortgagee of record to any amendment to this Declaration (also as hereinafter set forth), shall not be subject to amendment.

C. It is further agreed the Developer shall elect a majority of the Board of Directors until such time as all of the units in this condominium are sold, or until such time as the development corporation releases this right and privilege to the owners of election of Directors, which will not be done until development is completed.

23. TERMINATION:

In addition to the method of termination provided in the

Condominium Act, all owners of the 134 Apartment Units may remove the condominium property from the provisions of the condominium law by an instrument to that effect, duly recorded, provided that the holders of all first mortgage liens affecting any of the condominium parcels consent thereto, or agree, in either case, by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. In the event of any termination, the Directors of the Association shall then proceed to liquidate and dissolve the Association and distribute any surplus. Where more than one person has an interest in a Unit the Association may elect to pay the share of surplus for said Unit, jointly to the various owners of the Unit. Termination of the Association does not terminate the 99 year lease and the obligations thereunder. The Association transferring its joint and several liability with the unit owners themselves; that is, upon termination of the Association, the Unit owners become jointly and severally liable for the payments of the rental under the terms and conditions of the 99 year lease, i. e. Exhibit "D".

24. REMEDIES FOR VIOLATION:

Each Unit owner shall be governed by and shall comply with the Florida Condominium Act, this Declaration, the By-Laws and the Rules and Regulations of the Association, as they may exist from time to time. Failure to do so shall entitle the Association, or any Unit Owner, or any first mortgagee holding a mortgage encumbering any Unit, to recover sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Unit Owner, or by such first mortgagee. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement.

25. MAINTENANCE:

A. In the event Owners of a Unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, the Association shall have the right to levy at any time a special assessment against the Owners of such Unit for the necessary sums to put the improvements within the Unit in good condition and repair, or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors or Officers of the Association to enforce compliance with the provisions hereof, and such entry shall not be deemed a trespass.

26. IMPROVEMENTS:

Subsequent to the original construction, improvements and additions to the Common Elements may be made by the Association levying a special assessment, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6) of the current regular annual assessment, unless prior written unanimous consent is received from all Voting Owners. The special assessment every five (5) years increasing the rental on the 99 year lease is an exception to the amount and limitation of assessment herein.

27. USE RESTRICTIONS:

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

A. Single-family residences:

Except for the fourteen units as set forth in Paragraph 7,

the condominium property shall be used only for single-family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the Units for which provisions is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances:

No nuisance shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist.

C. Lawful Use:

No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, 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 which require maintenance modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing:

Entire Units may be rented provided the occupancy is only by the Lessee and his family and is not for less than three months and not longer than one year. No rooms may be rented, and no transient tenants accommodated. The Fourteen Units as set out in paragraph 7 are excepted herefrom.

E. Regulations.

Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all Unit Owners. The Board of Directors of the Association have no right to dilute, change, alter, or vary the terms and conditions of Exhibit D; that is, the 99 year lease.

F. Conveyances.

In order to secure a community of congenial residents and thus protect the value of the Units, the sale, leasing and mortgaging of Units by any Owner, other than the Developer shall be subject to the following provisions so long as the apartment building is useful condition exists upon the land.

(1) Sale or Lease: Except for 14 units in paragraph 7, no Unit Owner may dispose of a Unit, or any interest therein, by sale or by lease for a term of more than one year without approval of the Association, except to another Unit Owner. If the purchaser, or lessee, is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. The approval of the Association shall be obtained as follows:

With the exception of transfers of ownership of any Dwelling by one spouse to another, should the owner of a Dwelling desire to lease or sell said Dwelling, he shall give notice thereof to the Association together with the bonafide offer to lease or

purchase stating the terms together with the name, address, business, and three personal references of the proposed purchaser or lessee. The ASSOCIATION thereafter shall have a period of 15 days to furnish to the owner a purchaser or lessee on the same terms and conditions as made in the offer submitted by the owner and in the event the ASSOCIATION fails to act or waives the right of first refusal, the owner may thereupon sell or lease to the individual or individuals designated in the notice referred to above and only on the terms and conditions set out in said notice.

The right of first refusal granted to Association shall not apply or be operative to any foreclosure or other judicial sale of a dwelling unit, although the title of the purchaser at a foreclosure or judicial sale shall thereafter be subject to the right of first refusal granted to Association pertaining to the lease or sale of such dwelling unit. The right of first refusal granted to Association shall further not apply or be operative to a conveyance made by any owner of a dwelling unit to a Bank, Insurance Company, or Savings and Loan Association when said conveyance is made in lieu of foreclosure, or transfers by way of gifts or inheritance.

(2) Mortgage:

No Unit Owner may mortgage his condominium parcel, or any interest therein, without the approval of the Association, except to a Bank, Life Insurance Company, or a Federal Savings and Loan Association. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a Unit.

(3) Liens:

(a) Protection of property:

All liens against a Unit other than for permitted mortgages, taxes or special assessments shall be satisfied, or otherwise removed, within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before they become delinquent.

(b) Notice of Lien:

A Unit Owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes and special assessments, within five (5) days after the lien attaches.

(c) Notice of Suit:

A Unit Owner shall give notice to the Association of every suit, or other proceedings, which may affect the title to his Unit; such notice to be given within five (5) days after the Unit Owner receives notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

(4) Judicial Sales:

Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of a Unit, or any interest therein, shall be valid unless:

(a) Approval of the Association:

The sale is to a purchaser approved by the Association, which approval shall be in recordable form, and

shall be delivered to the purchaser and recorded in the public records of Palm Beach County, Florida; or said written approval by the Association will be in conformity with the paragraph of approval of the Association as set out above.

(b) Public Sale:

The sale is a public sale with open bidding; or

(c) Should the interest of any Unit Owner become subject to a first mortgage as security in good faith, or for value, the holder of such mortgage, upon becoming the owner of such interest, through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said Unit may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions herein to the contrary, but the seller shall otherwise sell, and the purchaser, or lessee, shall take subject to the condominium documents.

(5) Unauthorized transactions:

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

(6) Compliance and Default:

Each Unit Owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. A default shall entitle the Association, or other Unit Owners, to the following relief:

(a) Legal Proceedings:

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association or, in a proper case, by an aggrieved Unit Owner.

(b) Negligence:

A Unit Owner 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. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit.

(c) Cost and Attorneys' Fees:

In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights:

The failure of the Association, or any Unit Owners, to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

28. ADDITIONAL RIGHTS OF MORTGAGEES:

As provided in Paragraph 21 hereof, the Association is obligated to perform all obligations of the Lessee in the lease described in said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on an apartment Unit become the owner of such mortgaged

Unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said lease. The foregoing immunity and waiver of obligation under the Ninety-Nine Year Lease herein to the one and only first mortgagee will not nor does it affect subsequent owners or purchasers. The immunity and waiver of obligation is a suspension rather than a voiding of the rights and obligations under the Ninety Nine Year Lease and when a sale is consummated to persons other than the first or primary mortgagee, the obligation under the said Ninety-Nine Year Lease will again be due and payable.

29. CONDOMINIUM DOCUMENTS:

The documents which shall govern the condominium are;

A. This Declaration of Condominium, herein referred to as "The Declaration", which sets forth the nature of the property rights of Various Owners of the property in the condominium, and the covenants running with the land which affect such rights. All condominium documents shall be subject to the provision of this Declaration, and survey consisting of five (5) pages, Exhibit A.

B. Articles of Incorporation of TIERRA DEL SOL CONDOMINIUM, INC., a non-profit corporation, by which the Owners of apartments will administer the condominium, Exhibit B.

C. By-Laws of TIERRA DEL SOL CONDOMINIUM, INC., Exhibit C.

D. The Ninety-Nine (99) Year Lease for parking, recreational and utility buildings, Exhibit D.

30. BARNETT MORTGAGE TRUST of Florida, the holder of a mortgage on the condominium property, joins in this Declaration for the sole purpose of amending the legal description of its first mortgage lien on the property covered by this Declaration of Condominium to include each and every Unit thereof in order to permit the releasing of such Units in accordance with the description of same contained in this Declaration of Condominium, said joinder pages 17 and 18 herein.

IN WITNESS WHEREOF, the Developer, AVIS ENTERPRISES, INC., the Trustee and MICHAEL S. AVIS, have individually or by their respective appropriate officers executed this Declaration this 23rd day of May, 1972, and have caused their respective corporate seals to be thereupon affixed.

Witnesses:

William P. Dwyer
Kucy V. Brooks
William P. Dwyer
Kucy V. Brooks

AVIS ENTERPRISES, INC.

By: Michael S. Avis
Michael S. Avis, President

Michael S. Avis
Michael S. Avis, Trustee

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss.:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MICHAEL S. AVIS, well known to me to be the President of AVIS ENTERPRISES, INC. and that he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses, under authority duly vested in him by said corporation and that the corporate seal affixed thereto is the true corporate seal of said corporation.

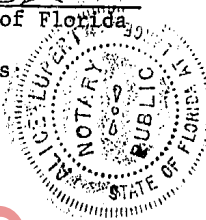
WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, 1971.

Alice Super
Notary Public State of Florida

My Commission expires:

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss.:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES SEPT. 2, 1974
BONDED THROUGH FRED W. DIESTELHORST



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MICHAEL S. AVIS, described as Trustee in the foregoing Declaration, and who acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, 1971.

Alice Super
Notary Public State of Florida

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES SEPT. 2, 1974
BONDED THROUGH FRED W. DIESTELHORST



JOINDER OF MORTGAGEE

THIS INSTRUMENT WAS PREPARED BY
MICHAEL F. DAVES, ATTORNEY
500 SOUTHWEST BANK BUILDING
JACKSONVILLE, FLORIDA 32202

THOMPSON S. BAKER, G. W. BOTTS, W. J. BOWEN, ROBERT
P. CRISP, JAMES FENTRESS, JOHN A. GILLILAND and WILLIAM S.
WOODS, not individually, but as Trustees of BARNETT MORTGAGE
TRUST, a Florida business trust pursuant to the Declaration of
Trust dated March 4, 1970, as amended and restated, and their
successor trustees, with all the powers stated therein,
("Mortgagee"), the owner and holder of that certain mortgage
from Avis Enterprises, Inc., to Mortgagee dated October 20,
1970, and recorded in Official Records Volume 1847, pages
909-921, of the current public records of Palm Beach County,
Florida, as extended by Mortgage Extension Agreement dated
May 22, 1972, recorded under Clerk's No. 45393, current
public records of Palm Beach County, Florida, by the undersigned
Trustee hereby join in the execution of the foregoing Declara-
tion of Condominium of Tierra del Sol Condominium, and hereby
extend the lien of the mortgage to encumber the 120 individual
condominium units and the common elements as well as the prop-
erty presently encumbered by the mortgage.

IN WITNESS WHEREOF, Barnett Mortgage Trust has executed
this agreement this 22nd day of May, 1972.

Signed, sealed and de-
livered in the presence
of:

Debbie Lee Taylor

Barbara B. Blake

BARNETT MORTGAGE TRUST

By William S. Woods

As Trustee aforesaid, duly authorized
by Resolution of the Trustees dated
January 22, 1971, to execute this
instrument in the name of and on behalf
of all Trustees in their capacity as
such, and not individually, and the
obligations hereof shall not be binding
upon any of the Trustees, shareholders,
officers or agents of the Trust per-
sonally, but binding only the Trust
Estate.



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STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, an officer duly authorized to take acknowledgments of deeds and other instruments, personally appeared William S. Woods, as one of the Trustees of Barnett Mortgage Trust, a Florida business trust, for himself and on behalf of all the Trustees pursuant to the terms of the Declaration of Trust dated March 4, 1970, as amended and restated, to me well known and known by me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily and for the uses and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of May, 1972, in the State and County aforesaid.

Denise J. O'Neil
Notary Public, State of Florida
at Large. My Commission Expires:
9/3/73



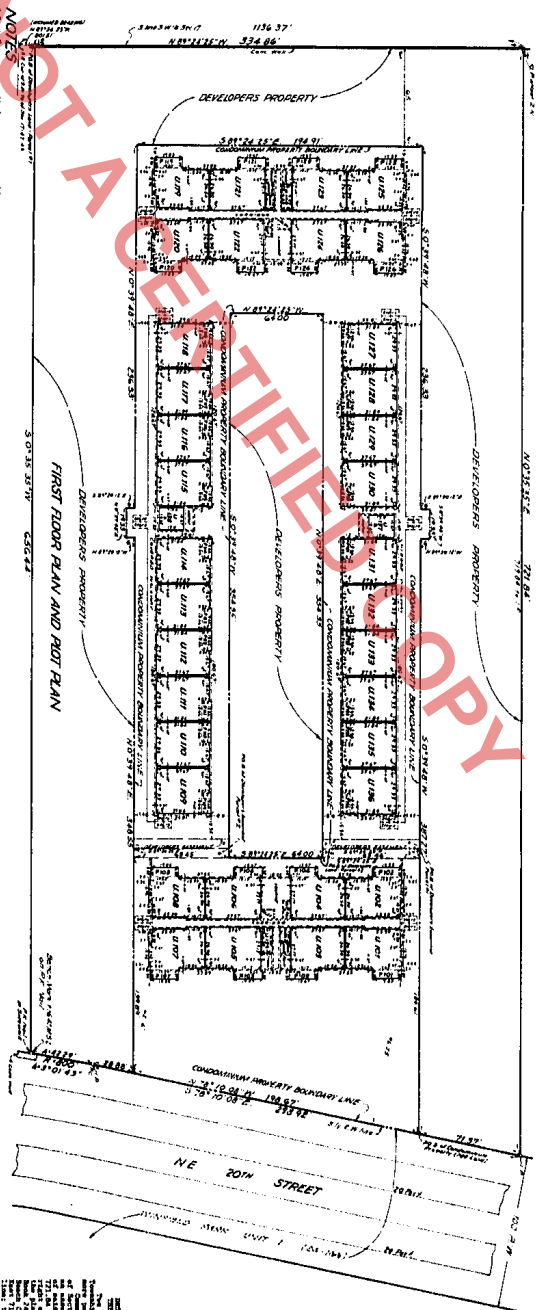
REC-2016 PAGE 582

NOT A CERTIFIED COPY

EXHIBIT "A"

SURVEY, consisting of five (5) pages,
of the Declaration of Condominium of
TIERRA DEL SOL CONDOMINIUM, INC., a
non-profit corporation.

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



CERTIFICATION

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the applicant, and that the same has been compared with the original and found to be a true and correct copy thereof.

Christine J. Springfield

Notary Public for the State of Florida, Commission Expires 12/31/2010

NOTICE

Notice is hereby given that the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the applicant, and that the same has been compared with the original and found to be a true and correct copy thereof.

LEGEND

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2. CONDOMINIUM PROPERTY BOUNDARY LINE

3. DEVELOPERS PROPERTY

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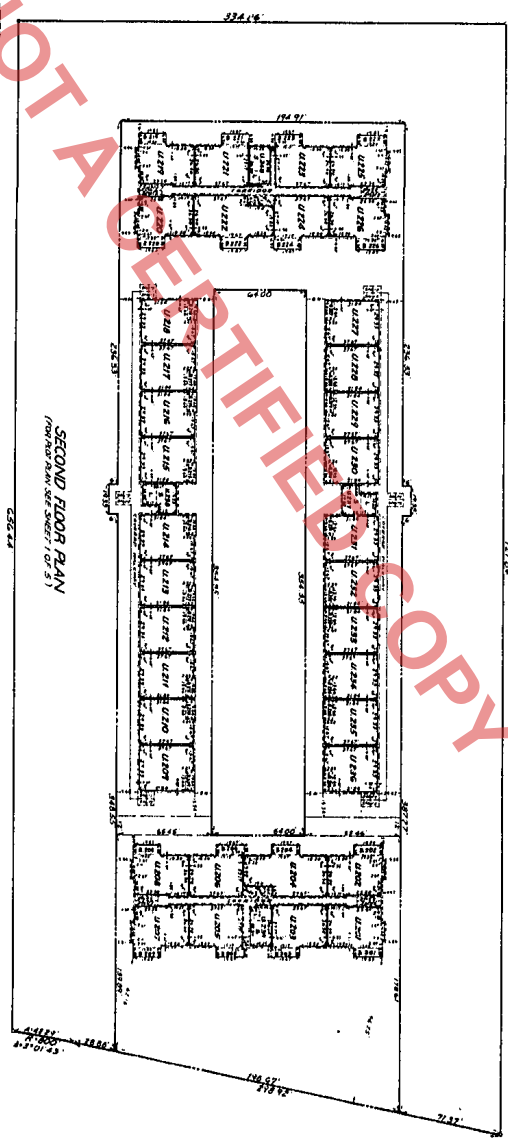
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NOTES

1. This drawing is a type of contract as indicated by its title, as shown on the architect's job sheet, and is not to be used for any other purpose.
2. The owner is responsible for the accuracy of the data furnished to the architect.
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SECOND FLOOR PLAN
FOR NEW BLDG. SEE SHEET 1 OF 5.1

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BY THE COUNTY CLERK
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UNLAWFUL TO REPRODUCE
OR TRANSMIT IN ANY MANNER
WITHOUT THE WRITTEN
CONSENT OF THE COUNTY CLERK
OF WISCONSIN

RECORDED 2016 PAGE 585

LEGEND

Architect's Office

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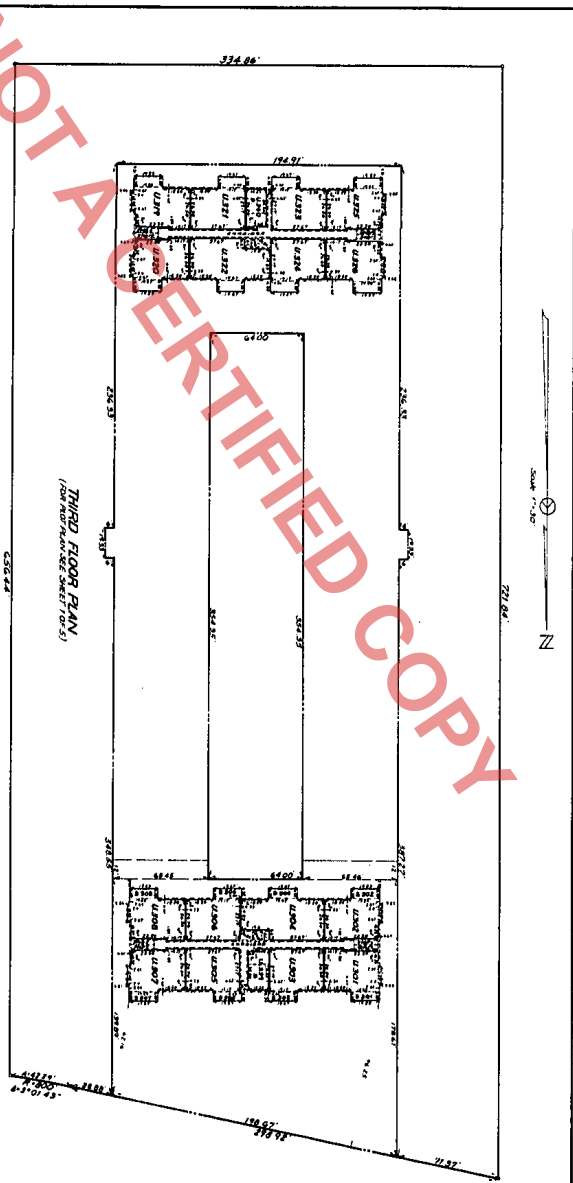
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THIRD FLOOR PLAN
(SEE ARCHITECTURAL SHEET (D-5))

NOTES

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RECORDER'S MEMORANDUM
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REC-2016 PAGE 586

LEGEND

Section 1 - Government/US

Section 2 - Contractor

Section 3 - Architect

Section 4 - Engineer

Section 5 - Electrician

Section 6 - Plumber

Section 7 - Mechanical

Section 8 - Other

Section 9 - Unlabeled

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Section 11 - Unlabeled

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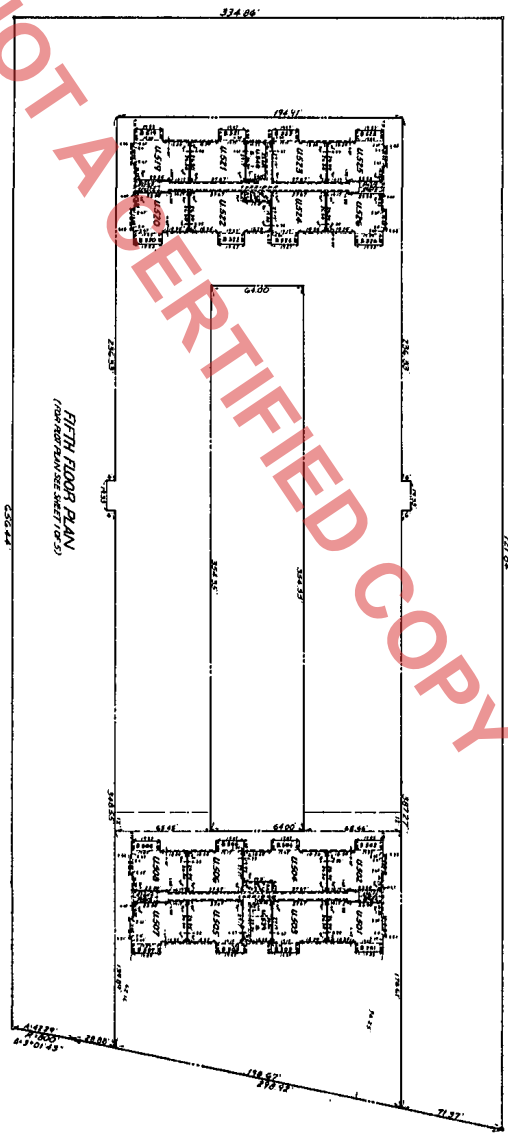
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Scale 1" = 10'
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NOTES

1. This Condominium Unit or portion thereof is shown as shown on the attached plan.
2. The boundary line of each Condominium Unit is a common boundary line or boundary line of the boundary line of the Condominium Unit.
3. Dimensions of the units are shown as shown on the attached plan.
4. All dimensions are in feet and inches.
5. All dimensions are rounded to the nearest hundredth of a foot.
6. All dimensions are rounded to the nearest hundredth of a foot.
7. All dimensions are rounded to the nearest hundredth of a foot.
8. All dimensions are rounded to the nearest hundredth of a foot.
9. All dimensions are rounded to the nearest hundredth of a foot.
10. All dimensions are rounded to the nearest hundredth of a foot.
11. All dimensions are rounded to the nearest hundredth of a foot.
12. All dimensions are rounded to the nearest hundredth of a foot.

RECORDER'S MEMO of Liability
of Writing, Typing or Printing
unSATisFACTory in this document
when received.

LEGEND

- 1. Boundary Line
- 2. Common Area
- 3. Common Element
- 4. Common Element
- 5. Common Element
- 6. Common Element
- 7. Common Element
- 8. Common Element
- 9. Common Element
- 10. Common Element
- 11. Common Element
- 12. Common Element

CONTRACT FOR THE SALE OF REAL ESTATE
 DEVELOPER: **EMERALD A**
 PROJECT: **EMERALD A**
 DEVELOPER: **EMERALD A**
 PROJECT: **EMERALD A**
 DEVELOPER: **EMERALD A**
 PROJECT: **EMERALD A**

WINDHAM & LUTZ, INC.
 200 N. E. 10th Street
 Tallahassee, Florida 32301
 DATE: 11-11-11

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EXHIBIT "B"

ARTICLES OF INCORPORATION of TIERRA DEL SOL
CONDOMINIUM, INC., a non-profit corporation

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ARTICLES OF INCORPORATION

OF

TIERRA DEL SOL CONDOMINIUM, INC.

A NON PROFIT CORPORATION

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be TIERRA DEL SOL CONDOMINIUM, INC. For convenience, the corporation shall herein be referred to as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is stated as follows:

1. A condominium known as "TIERRA DEL SOL CONDOMINIUM" is being constructed upon the following lands in Palm Beach County, Florida:

A parcel of land in the SW 1/4 of Section 17, Township 47 South, Range 43 East, said parcel being more particularly described as follows:
Commencing at the Southeast corner of said SW 1/4 of Section 17; thence run North 89° 24' 25" West (on an assumed bearing 1136.37 feet along the South line of said SW 1/4; thence run North 0° 35' 35" East 721.84 feet, to an intersection with the Southerly right of way line of N. E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24, at Page 166 of the Public Records of Palm Beach County, Florida; thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line, to the Point of Beginning; thence run South 0° 39' 48" West 387.27 feet; thence run North 89° 20' 12" West 6 feet; thence run South 0° 39' 48" West 19.33 feet; thence run South 89° 20' 12" East 6 feet; thence run South 0° 39' 48" West 236.33 feet, to an intersection with a line 65 feet North of, as measured at right angles, and parallel to said South line of the SW 1/4; thence run South 89° 24' 25" East 194.91 feet along said parallel line; thence run North 0° 39' 48" East 236.33 feet; thence run South 89° 20' 12" East 6 feet; thence run North 0° 39' 48" East 19.33 feet; thence run North 89° 20' 12" West 6 feet; thence run North 0° 39' 48" East 348.55 feet, to an intersection with said Southerly right of way line of N. E. 20th Street; thence run North 78° 10' 08" West 198.67 feet along said Southerly right of way line, to the Point of Beginning; Excepting therefrom that portion thereof described as follows:

Commencing at said Southeast corner of the SW 1/4 of Section 17; thence run North 89° 24' 25" west 1136.37 feet along the South line of said SW 1/4; thence run North 0° 35' 35" East 721.84 feet to an intersection with said Southerly right of way line of N. E. 20th Street; thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line; thence run South 0° 39' 48" West 178.61 feet to an intersection with a line 529.33 feet North of and parallel to said South line of the SW 1/4; thence run South 89° 24' 25" East 64.56 feet along said parallel line, to the Point of Beginning; thence continue South 89° 24' 25" East 64 feet along said parallel line; thence run South 0° 39' 48" West 354.35 feet, to an intersection with a line 174.98 feet, North of, as measured at right angles, and parallel to said South line of the SW 1/4 of Section 17; thence run North 89° 24' 25" West 64 feet along said parallel line; thence run North 0° 39' 48" East 354.35 feet, to the Point of Beginning.

Said lands situate in Boca Raton, Palm Beach County, Florida.

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2. The documents creating the condominium provide for the ultimate construction of 120 units upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

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

ARTICLE III

POWERS

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

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs of the condominium.

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

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The reconstruction of improvements after casualty and the further improvement of the property.

(e) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

(f) To assign parking places to each owner of a condominium and to assign guest parking for convenience of owners' guests.

(g) To approve or disapprove of proposed purchasers, lessees and mortgagees of units.

(h) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land.

ARTICLE IV

MEMBERS

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

1. All owners of units in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the public records of Palm Beach County, Florida, of a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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

4. Members of the Association shall be entitled to one vote for each unit owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

ARTICLE V

DIRECTORS

1. The affairs of the Association will be managed by a board of not less than five nor more than seven directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of five directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

MICHAEL AVIS	2440 E. Commercial Boulevard Ft. Lauderdale, Florida
WILLIAM P. DOYLE	2440 E. Commercial Boulevard Ft. Lauderdale, Florida
BARBARA AVIS	2440 E. Commercial Boulevard Ft. Lauderdale, Florida
LUCY V. BROOKS	2440 E. Commercial Boulevard Ft. Lauderdale, Florida
JANICE L. RUDOLF	2440 E. Commercial Boulevard Ft. Lauderdale, Florida

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by officers elected by the board of directors at its first meeting following the annual meeting of the members of the Association, which officers shall

Serve at the pleasure of the Board of Directors. The Names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	MICHAEL AVIS 2440 E. Commercial Blvd. Ft. Lauderdale, Florida
Vice-President	WILLIAM P. DOYLE 2440 E. Commercial Blvd. Ft. Lauderdale, Florida
Vice-President	BARBARA AVIS 2440 E. Commercial Blvd. Ft. Lauderdale, Florida
Secretary	LUCY V. BROOKS 2440 E. Commercial Blvd. Ft. Lauderdale, Florida
Treasurer	JANICE L. RUDOLF 2440 E. Commercial Blvd. Ft. Lauderdale, Florida

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ARTICLE VIII
INDEMNIFICATION

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

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

AMENDMENTS

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the board of directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by all of the directors and by not less than 75% of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

3. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Palm Beach County, Florida.

ARTICLE X

TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the condominium documents.

ARTICLE XI

SUBSCRIBERS

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

RECORDED 2016 PAGE 595

MICHAEL AVIS 2440 E. Commercial Boulevard
Ft. Lauderdale, Florida

WILLIAM P. DOYLE 2440 E. Commercial Boulevard
Ft. Lauderdale, Florida

BARBARA AVIS 2440 E. Commercial Boulevard
Ft. Lauderdale, Florida

LUCY V. BROOKS 2440 E. Commercial Boulevard
Ft. Lauderdale, Florida

JANICE L. RUDOLF 2440 E. Commercial Boulevard
Ft. Lauderdale, Florida

IN WITNESS WHEREOF the subscribers have hereto affixed their
signatures this 20 day of September, A.D., 1971.

Michael Avis
Michael Avis

William P. Doyle
William P. Doyle

Barbara Avis
Barbara Avis

Lucy V. Brooks
Lucy V. Brooks

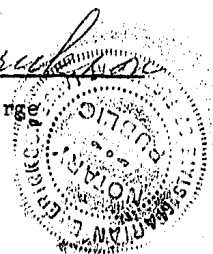
Janice L. Rudolf
Janice L. Rudolf

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

BEFORE ME, the undersigned authority, personally appeared
MICHAEL AVIS, WILLIAM P. DOYLE, BARBARA AVIS, LUCY V. BROOKS, and
JANICE L. RUDOLF who after being duly sworn on oath acknowledged
that they executed in the foregoing Articles of Incorporation for the
purposes therein expressed, this 20 day of September,
A.D., 1971.

My commission expires:

Marian E. Erickson
NOTARY PUBLIC
State of Florida at Large



Notary Public, State of Florida at Large
My Commission Expires, March 9, 1972.
Bonded by Glenn Falls Surety Co.

NOT A CERTIFIED COPY

EXHIBIT "C"

BY-LAWS of TIERRA DEL SOL CONDOMINIUM, INC.
a non-profit corporation.

RECORDED 2016 PAGE 597

B Y - L A W S

of

TIERRA DEL SOL CONDOMINIUM, INC.

a corporation not for profit under
the laws of the State of Florida

I. Identity:

These are the By-Laws of TIERRA DEL SOL CONDOMINIUM, INC.
a corporation not for profit under the laws of the State of Florida,
the Articles of Incorporation of which were filed in the offices of
the Secretary of State on _____, 1972. The
Association has been organized for the purpose of administering a
condominium upon the following lands in Palm Beach County, Florida:

A parcel of land in the SW 1/4 of Section 17, Township
47 South Range 43 East, said parcel being more particularly described
as follows:

Commencing at the Southeast corner of said SW 1/4 of Section 17;
thence run North 89° 24' 25" West (On an assumed bearing) 1136.37 feet
along the South line of said SW 1/4; thence run North 0° 35' 35" East
721.84 feet, to an intersection with the Southerly right of way line
of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as
recorded in Plat Book 24, at Page 166 of the Public Records of Palm
Beach County, Florida; thence run South 78° 10' 08" East 71.37 feet
along said Southerly right of way line, to the Point of Beginning;
thence run South 0° 39' 48" West 387.27 feet; thence run North 89°
20' 12" West 6 feet; thence run South 0° 39' 48" West 19.33 feet;
thence run South 89° 20' 12" East 6 feet; thence run South 0° 39' 48"
West 236.33 feet, to an intersection with a line 65 feet North of, as
measured at right angles, and parallel to said South line of the SW
1/4; thence run South 89° 24' 25" East 194.91 feet along said parallel
line; thence run North 0° 39' 48" East 236.33 feet; thence run South
89° 20' 12" East 6 feet; thence run North 0° 39' 48" East 19.33 feet;
thence run North 89° 20' 12" West 6 feet; thence run North 0° 39'
48" East 348.55 feet, to an intersection with said Southerly right of
way line of N.E. 20th Street; thence run North 78° 10' 08" West 198.67
feet along said Southerly right of way line, to the Point of Beginning;
Excepting therefrom that portion thereof described as follows:

Commencing at said Southeast corner of SW 1/4 of Section 17;
thence run North 89° 24' 25" West 1136.37 feet along the South line
of said SW 1/4; thence run North 0° 35' 35" East 721.84 feet to an
intersection with said Southerly right of way line of N.E. 20th Street;
thence run South 78° 10' 08" East 71.37 feet along said Southerly
right of way line; thence run South 0° 39' 48" West 178.61 feet to an
intersection with a line 529.33 feet North of and parallel to said
South line of SW 1/4; thence run South 89° 24' 25" East 64.56 feet
along said parallel line, to the Point of Beginning; thence continue
South 89° 24' 25" East 64 feet along said parallel line; thence run
South 0° 39' 48" West 354.35 feet, to an intersection with a line
174.98 feet, North of, as measured at right angles, and parallel to
said South line of the SW 1/4 of Section 17; thence run North 89° 24'
25" West 64 feet along said parallel line; thence run North 0° 39' 48"
East 354.35 feet, to the Point of Beginning.

Said lands situate in Boca Raton, Palm Beach County, Florida

1. The office of the Association shall be at 2440 E. Commercial
Boulevard, Fort Lauderdale, Florida, until changed in writing by proper

notice to all directors and stockholders.

2. THE fiscal year of the Association shall be the calendar year.

3. The seal of the corporation shall bear the name of the corporation, the word, "Florida", the words "Corporation Not For Profit" and year of incorporation, an impression of which is as follows:

II. Members

1. The annual members' meeting shall be held at the office of Attorney William P. Doyle, 2440 E. Commercial Boulevard, Fort Lauderdale, Florida, the first week of December of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

3. Notice of all members' meetings stating the time and place, and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of

such member for the purpose of determining a quorum.

5. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

6. PROXIES. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

8. Adjourned meetings. If any meeting of members cannot be organized 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 until a quorum is present.

9. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

III. Directors.

1. The Board of Directors will consist of five members during the first corporation year and seven (7) members thereafter. Each member of the Board of Directors, other than the initial Board, shall be either the owner of an apartment or an interest therein.

2. Election of directors shall be conducted at the annual meetings and shall be determined by the cumulative voting method. After the first corporation year, the directors shall be the seven (7) nominees for office of director receiving the highest number of votes at each annual meeting of the members of the corporation. Attorney William P. Doyle shall be a permanent member of the Board of Directors and shall be available for legal consultation and shall receive reasonable attorney's fees therefore.

3. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Waiver of Notice. 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.

8. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until 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. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

9. The presiding officer of directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

10. Directors' fees, if any, shall be determined by the members.

11. A director may be removed for cause or for the failure to be either the owner of a condominium unit, have an interest therein, or, in the event of corporate ownership, to be an officer or designated agent thereof. The removal of a director pursuant to this paragraph shall be by the majority vote of the remaining Board Members at a special meeting called for that purpose. In the alternative, directors may be removed upon the affirmative vote of two-thirds of the members of the Association at a special meeting called for that purpose.

IV. Powers and duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the

Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction of improvements after casualty and the further improvement of the property.
5. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.
6. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.
7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.
8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.

10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. Officers.

1. The executive officers of the corporation shall be a President, who shall be a director, a Vice-President, who shall be a director, a second Vice-President, who shall also be a director, a Treasurer, a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by 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 of Directors shall 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.

2. 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.

3. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the 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.

4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and service of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

VI. Fiscal management.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment and for each unimproved apartment building

site. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(1) General expense budget:

(i) Maintenance and operation of general common areas:

Club house
Landscaping
Office and shop
Streets and walkways
Swimming pool

(ii) Utility services

(iii) Casualty insurance

(iv) Liability insurance

(v) Administration

(vi) 99-year lease

(vii) Fees for professional services including but not limited to accountant, attorney, etc.

(2) Apartment expense budget for each apartment building:

(i) General expense budget

(ii) Apartment building expense budget

(b) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3. 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 monies of the Association shall be deposited.

Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

VII. Parliamentary rules.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-laws of the corporation or with the Statutes of the State of Florida.

VIII. Amendments.

Amendments to the By-laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

4. Effective date. An amendment when adopted shall become

Effective only after being recorded in the Public Records of Palm Beach
County, Florida.

The foregoing were adopted as the By-Laws of TIERRA DEL SOL
CONDOMINIUM, a corporation not for profit under the laws of the State
of Florida, at the first meeting of the Board of Directors on May 23,
1972 ; a corporation to be formed.

Lucy V. Brooks
Secretary

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NOT A CERTIFIED COPY

EXHIBIT "D"

NINETY-NINE YEAR LEASE for parking, recreational
and utility buildings.

Lessor: Michael S. Avis, Trustee

Lessee: Tierra Del Sol Condominium, Inc., a
non-profit corporation and
unit purchaser, individually.

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INDEX TO LEASE

LESSOR: MICHAEL S. AVIS, Trustee
LESSEE: TIERRA DEL SOL CONDOMINIUM, INC.,
a non-profit corporation, and
unit purchaser, individually.

DATED: 3 January 1972

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NINETY-NINE YEAR LEASE

THIS LEASE, made and entered into this _____ day of _____, 197 , by and between Michael Avis, as Trustee hereinafter called LESSOR (which term shall include his heirs and assigns), and TIERRA DEL SOL CONDOMINIUM, INC., a Florida Corporation not for profit, and _____, hereinafter called LESSEES (which term shall include their successors and assigns),

WITNESSETH THAT:

LESSOR, for and in consideration of the payment of the rent and performance of the covenants and agreements by LESSEE, AS hereinafter set forth, (non-exclusively), lets and leases the following described property situated in the County of Palm Beach, State of Florida, to-wit: Units 137, 138, 139, 140, 237, 238, 239, 240, 339, 340, 439, 440, 539, and 540 of TIERRA DEL SOL CONDOMINIUM, INC., plus the recreational area described as :APPROXIMATELY MORE OR LESS: Two parcels of land in the SW 1/4 of Section 17, Township 47 South, Range 43 East, said parcels being more particularly described as follows:

PARCEL NO. 1

Commencing at the Southeast corner of said SW 1/4 of Section 17; thence run North 89° 24' 25" West (on an assumed bearing) 801.51 feet along the South line of said SW 1/4, to the Point of Beginning; thence continue North 89° 24' 25" West 334.86 feet along said South line of SW 1/4; thence run North 0° 35' 35" East 721.84 feet, to an intersection with the Southerly right of way line of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24 at Page 166 of the Public Records of Palm Beach County, Florida; Thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line; thence run South 0° 39' 48" West 387.27 feet; thence run North 89° 20' 12" West 6 feet; thence run South 0° 39' 48" West 19.33 feet; thence run South 89° 20' 12" East 6 feet; thence run South 0° 39' 48" West 236.33 feet, to an intersection with a line 65 feet North of, as measured at right angles, and parallel to said South line of the SW 1/4 of Section 17; thence run South 89° 24' 25" East 194.91 feet along said parallel line; thence run North 0° 39' 48" East 236.33

feet; thence South 89° 20' 12" East 6 feet; thence run North 0° 39' 48" East 19.33 feet; thence run North 89° 20' 12" West 6 feet; thence run North 0° 39' 48" East 348.55 feet, to an intersection with the aforesaid Southerly right of way line of N.E. 20th Street; thence run South 78° 10' 08" East 28.88 feet along said Southerly right of way line, to a point of curvature of a curve to the left; thence along said Southerly right of way line, on the arc of said curve to the left, having a radius of 800 feet and a central angle of 3° 01' 43" run Southeasterly 42.29 feet; thence run South 0° 35' 35" West 656.44 feet, to the Point of Beginning.

PARCEL NO. 2

Commencing at said Southeast corner of the SW 1/4 of Section 17, thence run North 89° 24' 25" West 1136.37 feet along the South line of said SW 1/4; thence run North 0° 35' 35" East 721.84 feet to an intersection with said Southerly right of way line of N.E. 20th Street; thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line; thence run South 0° 39' 48" West 178.61 feet to an intersection with a line 529.33 feet North of and parallel to said South line of the SW 1/4; thence run South 89° 24' 25" East 64.56 feet along said parallel line to the Point of Beginning; thence continue South 89° 24' 25" East 64 feet, along said parallel line; thence run South 0° 39' 48" West 354.35 feet, to an intersection with a line 174.98 feet, North of, as measured at right angles, and parallel to said South line of the SW 1/4 of Section 17; thence run North 89° 24' 25" West 64 feet along said parallel line; thence run North 0° 39' 48" East 354.35 feet, to the Point of Beginning.

Said lands situate in Boca Raton, Palm Beach County, Florida.

EASEMENT owned by Trustee, MICHAEL AVIS herein, described as follows:

Two parcels of land in the SW 1/4 of Section 17, Township 47 South, Range 43 East, said parcels being more particularly described as follows:

Commencing at the Southeast corner of said SW 1/4 of Section 17; thence run North 89° 24' 25" West (on an assumed bearing 1136.37 feet along the South line of said SW 1/4; thence run North 0° 35' 35"

East 721.84 feet, to an intersection with the Southerly right of way line of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24 at Page 166 of the Public Records of Palm Beach County, Florida; thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line; thence run South 0° 39' 48" West 184.61 feet, to the Point of Beginning of Parcel No. 1, being the Point of Beginning of a strip of land 12 feet in width, lying 6 feet on either side of the following described centerline (said centerline being a line 521.33 feet North of and parallel to said South line of the SW 1/4); thence run South 89° 24' 25" East 65.46 feet along said centerline, to the terminus of Parcel No. 1; thence continue South 89° 24' 25" East 64 feet along the projection of the last described centerline, to the Point of Beginning, of Parcel No. 2, being the Point of Beginning of a strip of land 12 feet in width, lying 6 feet on either side of the following described centerline; thence continue South 89° 24' 25" East 65.45 feet along said centerline to the terminus of said Parcel No. 2.

Said lands situate in Palm Beach County, Florida

The recreational property herein is hereby given in possession to the Lessees herein and their use; however, this is a non-exclusive possession and use and the subsequent condominium owners of units shall have equal rights to the use of said recreational facilities. The subsequent owners of Units of Tierra Del Sol Condominium, Inc., are those condominiums contiguous to their part of the recreational facility herein described and being developed by Avis Enterprises, Inc., Developer, having Michael Avis as Trustee Owner of said recreational facility.

It is further agreed that the monies and rental to be paid under this lease shall be due and payable at the closing of the purchase of the condominium unit by the owner.

It is further agreed, that the recreational area will be substantially completed at the time of the closing of the units. However, completion or non-completion of the recreational facility shall not affect the payment of rent herein once the lease has been signed, and the purchase of the condominium unit completed.

TO HAVE AND TO HOLD, together with appurtenances, for a term of ninety-nine (99) years, commencing on the _____ day of _____, 197 , and ending on the anniversary date, ninety-nine (99) years later, said Lease to be upon the following terms and conditions:

USE OF PREMISES

ARTICLE I It is understood and agreed between the parties hereto that said premises during the continuance of this Lease may be used and occupied only for washing and drying of cloths, storage, shuffle board, swimming and as a recreational facility, at all times subject to the rule and regulations promulgated by Trustee, Michael Avis, or his successors in interest and authority. Only unit owners and their immediate families shall be permitted the use of the facilities.

RENT

ARTICLE II (a) LESSEE shall pay and does hereby agree to pay LESSOR at such place or places as LESSOR may designate from time to time in writing, a lease payment or rent on the above described premises as follows:

A monthly rental of \$30.00 commencing on the _____ day of _____, 197 , and payable monthly, in advance, on the _____ day of each and every calendar month during the term of this Lease, subject to the increase of such sum in accordance with the provisions of ARTICLE XX below.

(b) The rent referred to in Article II (a) shall be the base annual rental. The base annual rental provided to be paid in the preceding paragraph is based upon the cost of living for the month of January, 1972, as reflected in the Consumers Price Index for all items for moderate-income families in large cities, as determined by the United States Department of Labor, Bureau of Labor Statistics, based on all items for the period 1947-1949, equalling 100. The price index above referred to for January, 1972, is 123.2. It is agreed by the parties hereto that commencing with the 1st day of _____ the base annual rental of Thirty and no/100 (\$30.00)

DOLLARS per annum shall be adjusted in the following manner for

each ten year period during the entire remaining term hereof, on the basis of the said Consumers Price Index, or if there shall be no Consumers Price Index, then by the successor of the most nearly comparable successor thereto (approximately adjusted to the January, 1972, A.D., (\$30.00 base.)

The rental for the accelerated rent shall be calculated by multiplying the base annual rental of (\$30.00) Thirty and no/100----- DOLLARS then payable by a fraction of which the numerator shall be the index figure for the month of January, 1972 and said denominator shall be 123.2, (price index entering into the lease). The base annual rental as adjusted shall be the amount due and payable for the next ten (10) rental payments.

Commencing on the _____ and every ten (10) years thereafter, the base rental shall be adjusted in the same manner set forth immediately preceding, it being the understanding and agreement of the parties that every ten (10) years there be a recomputation of the annual rent, however, the amount of rental shall never be less than the base rental.

CARE OF PREMISES

ARTICLE III LESSEE shall not perform any acts or carry on any practices which may injure the improvements on the above described premises or be a nuisance or menace to the occupants of the building in which said unit is located.

UTILITY SERVICES

ARTICLE IV LESSEE agrees that the LESSOR has not obligation to provide any utilities to the leased premises but rather LESSEE agrees that through membership in Tierra Del Sol Condominium, Inc., its successors or assigns, the necessary, desirable utilities for LESSEE'S own uses shall be paid for and provided.

MAINTENANCE OF PREMISES

ARTICLE V LESSEE agrees that LESSEE has the obligation to maintain the leased premises in good order, condition and repair and that LESSOR has no obligation whatever to maintain the leased premises or any of the improvements thereon. LESSEE agrees to permit no waste, damage or injury to said premises. At the expiration of the

Lease created hereunder, LESSEE shall surrender the premises in good condition, reasonable wear and tear expected. LESSEE agrees that the electrical systems, water systems, fixtures and equipment within and upon the leased premises, shall be under the full control of the LESSEE through membership in Tierra Del Sol Condominium, Inc., its successors or assigns, and that all operation, upkeep, repairs and replacements of such items shall be done by and at LESSEE'S expense.

COVENANT TO HOLD HARMLESS

ARTICLE VI LESSOR shall be and is hereby held harmless by LESSEE from any liability for damages to any person or any property in or upon said leased premises, including the person and property of LESSEE, and LESSEE'S employees and all persons upon the leased premises at LESSEE'S invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at the risk of LESSEE only. LESSEE shall not suffer or give cause for the filing of any lien against the leased premises; and the existence of any such lien of any nature against the leased premises for thirty (30) days shall be material breach of this lease.

INSURANCE

ARTICLE VII LESSEE shall, during the entire term hereof, and in conjunction with the other unit owners in the building, cause to be kept in full force and effect a policy of public liability insurance covering the leased premises in which both LESSOR and LESSEE shall be named as parties covered thereby, and in which the limits of liability shall be not less than \$300,000.00 for one person, \$500,000.00 for more than one person and \$10,000.00 for property damage in any single incident. LESSEE shall cause to be furnished to LESSOR a certificate of insurance, or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by LESSEE within ten (10) days prior to the due date of same. LESSEE agrees to cause to be placed and maintained, for the benefit of the LESSOR, fire casualty and comprehensive insurance covering the leased premises in amounts to assure the replacement of the leased premises.

ASSIGNMENT

ARTICLE VIII: LESSEE may assign its interest in this Lease to Tierra Del Sol Condominium, Inc., but thereafter no assignment may be made without LESSOR'S consent.

It is expressly understood that LESSEE and LESSOR intend to grant to owners or occupants of other units in subsequent and contiguous condominiums the rights to use the leased premises for recreation, storage, and washing and drying of clothes, and parking.

NON-PAYMENT OF RENT

ARTICLE IX: If any rent payable by LESSEE to LESSOR shall be and remain unpaid for more than fifteen (15) days after same is due and payable, or if LESSEE shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for LESSOR to declare this Lease forfeited and the said term ended, and to re-enter said premises, with or without process of law, using such force as may be necessary to remove LESSEE and its chattels therefrom, and LESSOR shall not be liable for damages by reason of such re-entry of forfeiture; but notwithstanding such re-entry by LESSOR, the liability of LESSEE for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease. And it is further understood that LESSEE will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the court may adjudge reasonable as attorney's fees in any suit or action instituted by LESSOR to enforce the provisions of this Lease or the collection of the rent due LESSOR hereunder. Tierra Del Sol Condominium, Inc., and the Unit Owner herein LESSEE, hereby bargain, sell and convey their interest in the Unit and their interests in the Common Elements as security for the payment of the rental herein. The LESSOR shall have a lien on the condominium unit and the Common Elements to secure the payment of the rental herein.

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BANKRUPTCY

ARTICLE X: Neither this Lease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

HOLDING OVER

ARTICLE XI: In the event LESSEE remains in possession of the leased premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said premises as a LESSEE from month to month, subject to all the conditions, provisions and obligations of this Lease.

WAIVER

ARTICLE XII: One or more waivers of any covenant or condition by LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by LESSOR to or of any act by LESSEE requiring LESSOR'S consent or approval to or of any subsequent similar act by LESSEE.

NOTICES

ARTICLE XIII: Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice of LESSEE is in writing addressed to LESSEE at the last known post office address of LESSEE or to Tierra Del Sol Condominium, Inc., its successors or assigns at its last known address and sent by registered mail with postage prepaid, and if such notice to LESSOR is in writing, addressed to the last known post office address of LESSOR and sent by registered mail with postage prepaid.

CONSTRUCTION

ARTICLE XIV: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other

provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LESSOR and LESSEE. Whenever herein the singular number is used and the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

NON-LIABILITY

ARTICLE XV: LESSOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

CONSENT NOT UNREASONABLY WITHHELD

ARTICLE XVI: LESSOR agrees that whenever under this Lease provision is made for LESSEE securing the written consent of LESSOR such written consent shall not be unreasonably withheld.

ACCEPTANCE OF PREMISES

ARTICLE XVII: It is agreed that by use of the subject premises as LESSEE, the LESSEE formally accepts the same and acknowledges that the LESSOR has complied with all requirements imposed upon it under the terms of this Lease with respect to the condition of the premises at the time the LESSEE commences occupancy of the same.

TAXES

ARTICLE XVIII: LESSEE agrees that, as part of the consideration of this Lease, it will pay any and all real estate taxes and assessments levied upon the land and improvements of the above described premises during the term of this Lease, and in the event that LESSEE shall fail to pay and cause discharge of the same when due, the LESSOR may pay the same and such amounts paid, including any penalties or interest, shall be added to the rental due hereunder and payable by LESSEE upon the next rental payment due.

IMPROVEMENTS AND ALTERATIONS

ARTICLE XIX: LESSEE further covenants that it is leasing hereunder premises already improved for washing of clothes, storage

and recreational purposes and, therefore, LESSOR does not contemplate the placing of improvements on or the making of alterations to the demised premises during the term of this Lease. However, should the LESSEE participate in the placing of any improvements or alterations to the above described premises, then it agrees that such additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of the LESSOR. And the LESSEE further agrees, in the event of the making such improvements or alterations, to indemnify and save harmless the LESSOR from all expense, liens, claims or damages to either persons or property on the above described premises, arising out of, or resulting from, the undertaking or making of said alterations or additions.

ARTICLE XX: The LESSEE pledges with and assigns unto the LESSOR all of the rents, issues and profits which might otherwise accrue to the LESSEE for the use, enjoyment and operation of the Demised Premises and in connection with such pledging of the rents the LESSEE covenants and agrees with the LESSOR that if the LESSOR, upon default of the LESSEE, elects to file suit to enforce the Lease and protect the LESSOR'S right hereunder, then the LESSOR may, as Ancillary to said suit, apply to any Court having jurisdiction thereof for the appointment of a receiver of all and singular the Demised Premises, the improvements and buildings located therein; and, thereupon, it is expressly covenanted and agreed that the Court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to the LESSOR and without reference to the adequacy or inadequacy of the value of the property which is subject to the LESSOR'S lien or to the solvency or insolvency of the LESSEE, and without reference to the commission of waste.

ARTICLE XXI: It is further recognized by the parties that the aforesaid improvements to be constructed or placed upon the Demised Premises will be of a special character permitting the use and en-

joyment of said improvements only by the owners of said condominium apartment units. It is, therefore, recognized between the LESSOR and the LESSEE by the terms of this Lease, as well as the performance of all other terms and conditions of this Lease shall be further secured by a lien in favor of the LESSOR on all of the adjacent lands of the LESSEE upon which said condominium apartment project is to be constructed. Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever, except the lien of any institutional first mortgagee of an individual condominium apartment unit. LESSEE shall and does hereby subordinate his interest in this Lease and the properties hereby which are the subject of this lease, to an institutional lender of LESSOR'S choosing at any time, and LESSEES do hereby agree to sign any and all subordination agreements required for so mortgaging, if this subordination and the notice of it's acceptance is not sufficient for the institutional lender.

An institutional first mortgagee lien is hereby defined as any such mortgage held by a bank, federal savings and loan association or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall be superior to the lien of the LESSOR herein on said adjacent lands of the LESSEE.

The enforcement by the LESSOR of the lien herein created against the adjacent lands owned by the LESSEE may be by appropriate action for the enforcement of liens generally together with all other remedies elsewhere provided in this Lease.

ARTICLE XXII: AND the said LESSEE hereby covenants and agrees:

1. To pay all and singular the sums of money payable by virtue of this Lease promptly on the days respectively the same severally become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature, including assessments on said lands described in this Lease, and if the same be not promptly paid the said LESSOR may, at any time, pay the same without waiving or affecting the option to foreclose, or any right hereunder, and every payment so made shall bear interest

from the date thereof at the rate of 10% per annum, and specifically to pay the principal and interest payments upon any mortgages as to which this Lease is subordinate.

3. To pay all and singular the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by said LESSOR because of the failure on the part of the said LESSEE to perform, comply with and abide by each and every one of the stipulations agreements, conditions and covenants of this Lease, and every such payment shall bear interest from date at the rate of 10% per annum.

4. To permit, commit or suffer no waste, impairment or deterioration of said lands described in this Lease, or any part thereof.

IN WITNESS WHEREOF, the LESSOR has hereunto set his hand and seal the day and year first above written, and the LESSEE has cause these presents to be executed in its name, and its corporate seal to be affixed hereunto, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Lucy V. Brooks

[Signature]
Michael Avis, as Trustee
LESSOR

(CORPORATE SEAL)

Witnesses:

[Signature]
[Signature]

TIERRA DEL SOL CONDOMINIUM, INC.
By: [Signature]
President
Attest: [Signature]
Secretary
LESSEE

Witnesses:

(Individually)

(Individually)

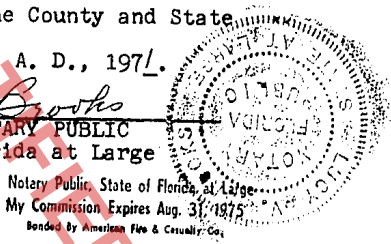
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MICHAEL AVIS, as Trustee, to me known to be the person described as LESSOR in the foregoing Lease, and who acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, A. D., 1971.

My Commission expires:

Lucy V. Brooks
NOTARY PUBLIC
State of Florida at Large



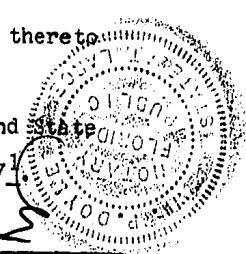
STATE OF FLORIDA)
) SS:
COUNTY OF FROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Michael S. Avis and Lucy V. Brooks, well known to me to be the President and Secretary, respectively, of the corporation named as LESSEE in the foregoing Lease, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of Sept., A. D., 1971.

My Commission expires:

[Signature]
NOTARY PUBLIC
State of Florida at Large



Notary Public, State of Florida at Large
My Commission Expires July 15, 1974
Bonded by American Fire & Casualty Co.

Recorded in O R Book 4
Record verified
Palm Beach County, Fla.
John B. Dunkie
Clerk Circuit Court