

DECLARATION OF PARTY FACILITIES
FOR ROYAL FOREST
Located in Palm Beach County,
Florida, Public Records

THIS DECLARATION, made this 12th day of September, 1984, by FERRINEL DEVELOPMENT CORPORATION, a Delaware Corporation.

WITNESSETH:

WHEREAS, Declarant, FERRINEL DEVELOPMENT CORPORATION, a Delaware corporation, is the owner in fee simple of the property described in Schedule A situate and being in Palm Beach County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the aforesaid property buildings containing two separate dwelling units connected by a common wall as shown on Schedule A attached; and

WHEREAS, such buildings are designated to be occupied solely by two single families living independently of each other; and

WHEREAS, each such dwelling unit will share a common wall with the adjacent dwelling unit and each such common wall will be located on an imaginary line, being more particularly described in Schedule A, which is attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of declaring each of the above-described common wall to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors and grantees of the above-described dwelling units pertaining to said party wall; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that upon the completion of the buildings containing two separate dwelling units, to be constructed on the aforesaid property:

1. The common wall shared by the dwelling units, and located on an imaginary line as more particularly described in Schedule A which is attached hereto and made a part hereof, shall be a party wall for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such dwelling unit.

2. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or wilful misconduct of a dwelling owner, the unit owners shall, at their joint expense, repair and rebuild said wall(s) and each unit owner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party wall, such expense shall be shared equally by the owners of adjoining dwelling units or their successors in title. Whenever any such wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a unit owner shall refuse to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other unit owner may have such wall repaired or reconstructed and shall be entitled to a lien on the dwelling of the unitowners so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a unit owner shall give, or shall have given, a mortgage or mortgages upon his dwelling, then the mortgagee shall have full right at his option to exercise the rights

of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the unit owners. If a unit owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent unit owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any unit owner removing his improvements from the party wall of making use of the party wall shall do so in such a manner as to preserve all rights of the adjacent unit owner in the wall, and shall save the adjacent unit owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent dwelling units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent dwelling unit to effect necessary repairs and reconstruction.

3. The owner of any dwelling unit sharing a party wall with the adjoining dwelling unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such dwelling unit shall have the right to the full use of said party wall for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining dwelling unit or his enjoyment of said wall or in any manner impair the value of said walls.

5. Each common wall to be constructed on the above-described lots is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule A, this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one unit owner's property by any of the other unit owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

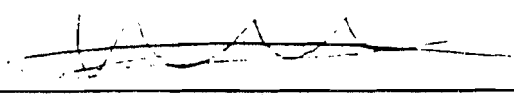
7. There shall be an easement granted wherever necessary to those companies furnishing utilities to the Royal Forest dwelling units enabling them to place centralized meters on the exterior wall of any of the dwelling units. There shall also be an easement to those companies permitting their utility lines to run beneath each dwelling unit as needed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of September, 19 84.

Signed, sealed and delivered
in the presence of:

FERRINEL DEVELOPMENT CORPORATION, a Delaware
Corporation

By


Bernard Arnault, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Bernard Arnault, President of FERRINEL DEVELOPMENT CORPORATION, a Delaware corporation, to me known to be the officer described in and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State aforesaid this 12th day of September, 1984.

Virginia L. Roberts
Notary Public Notary Public, State of Florida
My Commission Expires: June 21, 1987
POWERED BY THE FLORIDA BAR ASSOCIATION, INC.

(NOTARY SEAL)