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PRIDE HOMES

**DECLARATION OF CONDOMINIUM OF
THE COVE AT BRIAR BAY CONDOMINIUM**

KNOW ALL PERSONS BY THESE PRESENTS:

THIS DECLARATION OF CONDOMINIUM is made this 12th day of DECEMBER 2002, by PRIDE HOMES by GARCO, L.L.C., a Florida limited liability company, for itself, successors, grantees, assigns and its transferees.

SECTION 1. PURPOSE AND SUBMISSION STATEMENT. The purpose of this Declaration is to submit real property and improvements on the real property to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes. The Developer does hereby submit the real property and improvements on the real property described on Exhibit "B" to this Declaration to the condominium form of ownership and use.

SECTION 2. NAME AND ADDRESS. The name by which this Condominium shall be referred is The Cove at Briar Bay Condominium. The mailing address for this Condominium is c/o Pride Homes by Garco, L.L.C., 9485 Sunset Drive, Suite A-295, Miami, Florida 33173.

SECTION 3. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

- 3.1 "Articles" means the Articles of Incorporation, as amended from time to time.
- 3.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements and common surplus.
- 3.3 "Association" means The Cove at Briar Bay Condominium Association, Inc., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.4 "Association Certificate" means a certificate of the Association in recordable form signed by the president or vice-president and secretary or assistant secretary of the Association.

3.5 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.6 "Briar Bay Community Development" means and refers to the entire group of residential property and improvements located within that certain real property which is more particularly described in Exhibit "A" attached to and made a part of the Master Declaration for Briar Bay recorded in Official Record Book 13056, page 0001, Public Records of Palm Beach County, Florida.

3.7 "Building and Improvements" means the structures and improvements on the Condominium Property.

3.8 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

3.9 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

3.10 "Common Elements" means all portions of the condominium property of the Condominium not included within the Units.

3.11 "Community Association" means BRIAR BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors and assigns, which shall operate in accordance with the terms and provisions of the Community Association Documents.

3.12 "Community Association Documents" means the Master Declaration for Briar Bay recorded in Official Record Book 13056, page 0001, and the Articles of Incorporation and By-Laws of the Community Association, and all amendments thereto, all recorded in the Public Records of Palm Beach County, Florida and any rules and regulations promulgated thereunder.

3.13 "Condominium" means The Cove at Briar Bay Condominium.

3.14 "Condominium Act" means Chapter 718, Florida Statutes or the condominium act in existence on the date of recording of this Declaration, in the Public Records of Palm Beach County, Florida.

3.15 "Condominium Documents" means and includes this Declaration and all recorded exhibits and amendments hereto, including the Articles of Incorporation and By-Laws of the Association, as may be amended from time to time.

3.16 "Condominium Property" means the lands or leaseholds, that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.17 "County" means Palm Beach County, Florida.

3.18 "Declaration" means this instrument and all exhibits attached, as they may from time to time be amended.

3.19 "Developer" means Pride Homes by Garco, L.L.C., a Florida limited liability company, its successors, assigns and legal representatives.

3.20 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.21 "Guest" means any person who: (a) is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy; (b) is not the Owner or lessee of the Unit on which he or she is present; and (c) is not a member of the family of the Owner or lessee of the Unit on which he or she is present. Notwithstanding the foregoing, an Owner or lessee of the Unit on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Unit. Furthermore, a member of the family of the Owner or lessee of a Unit shall be considered a Guest unless he or she is a permanent occupant of such Unit.

3.22 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to the Developer and to any holder of a mortgage against a Unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgage" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

3.23 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

3.24 "Limited Common Elements" means and refers to those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

3.25 "Member" or "Member of the Association" means a record Owner of a Unit, but shall not include persons who hold an interest merely as security for the performance of an obligation.

3.26 "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means an Owner or lessee of a Unit or a member of such Owner's or lessee's family who regularly resides in such Unit.

3.27 "Owner" or "Unit Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Unit, but excludes those having such interests merely as security for the performance of an obligation.

3.28 "Plans and Specifications" means the plans and specifications prepared for the Buildings and Improvements.

3.29 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other Institutional Mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

3.30 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Condominium Property, including the Units, and the operation of the Association.

3.31 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership.

3.32 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters.

3.33 "Singular, Plural, Gender". Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

3.34 "Effect of Definitions". The definitions provided in this Section 3 shall prevail as the context requires whether or not the defined terms are capitalized when used in this instrument.

SECTION 4. CONDOMINIUM AS A PART OF THE BRIAR BAY COMMUNITY DEVELOPMENT.

4.1 The Briar Bay Community Development. This Condominium is a part of The Briar Bay Community Development. It is the express intent of the Developer that this Condominium be an intricate part of and subject to, the general scheme of restrictions and uniform scheme of development effective and enforceable as to The Briar Bay Community Development. Unit Owners within the Condominium shall be members of the Community Association, and shall have voting, limited use and other rights in accordance with the Community Association Documents and shall be subject to assessment rights, lien rights, and other rights in accordance with the Community Association Documents. Notwithstanding the foregoing, Owners shall not have the right to utilize any recreation facilities or parks owned by the Community Association which are located on Tracts R-3 and R-4 within the Briar Bay Community and consequently shall not be assessed by the Community Association for maintenance and repair of said Tracts R-3 and R-4 or the maintenance and repair of roadways within the gated portion of the Briar Bay Community Development or for the main gatehouse of the Briar Bay Community Development.

4.2 Covenants. Each Unit Owner, its heirs, successors and/or assigns, by their acceptance of the deeds to their individual units, individually and collectively agree to abide by all the rules and regulations of the Community Association and the terms and conditions of the Community Association Documents, as may be amended from time to time. All Unit Owners shall automatically become members of the Community Association upon acceptance of their deeds to their individual Units. Each Unit Owner, its heirs, successors and/or assigns, shall be bound by the Condominium Documents, the Community Association Documents, any amendments thereto, and any rules promulgated thereunder, to the same extent and effect as if he or she had executed such documents for the purposes therein expressed, including but not limited to:

- A. Subjecting all of his right, title and interest in his Unit and tangible personal property therein to the lien rights granted to the Association in the Condominium Documents.
- B. Adopting, ratifying, confirming and consenting to the execution of such documents by all of the necessary parties thereto.
- C. Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners as provided in such documents.

- D. Ratifying, confirming and approving each and every provision of such documents, and acknowledging that all of the terms and provisions thereof are reasonable.
- E. Agreeing to the right of the persons designated in such documents to use the facilities referred to therein, as set forth and specified in such documents, and there shall be no such right of use unless specifically provided for therein, unless otherwise required by law.

SECTION 5. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS; SURVEY AND PLANS; PHASING PLAN.

~~5.1~~ The Developer proposes to construct two hundred eighty-eight (288) residential units and associated improvements on two (2) separate parcels, which two parcels are identified in Exhibit "A" on pages 3 of 110 (the "Southern Most Parcel") and on page 66 of 110 (the "Northern Most Parcel"), respectively. The Southern Most Parcel contains Phases 1 through 14, inclusive, and Phase 25. The Northern Most Parcel contains Phases 15 through 24, inclusive, and Phase 26. This will be a twenty six (26) phase Condominium in accordance with F.S. 718.403. Phases 1 through 14, inclusive, and Phase 25, as described on pages 1 through 63, inclusive of Exhibit "A" attached hereto, shall be initially submitted with this Declaration and shall consist of a total of 168 units in fourteen (14) two-story buildings and certain commonly used facilities, which include parking areas and landscaping. Phases 15 through 24, inclusive, and Phase 26, as described on pages 66 through 110, inclusive of Exhibit "A" attached to and made a part of this Declaration, are phases which may or may not be submitted to the condominium form of ownership, and if submitted, shall become part of the Condominium. Phases 1 through 24, inclusive, are residential phases, with each Phase containing 12 units, and Phases 25 and 26 are recreational phases, each containing no units. Refer to Section 5.6 below for further provisions regarding phasing.

5.2 THE DEVELOPER RESERVES THE RIGHT TO MAKE NONMATERIAL CHANGES IN THE LEGAL DESCRIPTION OF ANY PHASE. THE DEVELOPER ALSO RESERVES THE RIGHT TO MAKE CERTAIN CHANGES TO THE IMPROVEMENTS IN FUTURE PHASES AS PROVIDED FOR IN SECTION 5.6 BELOW.

5.3 The Developer specifically intends to sell Units as fee simple estates. **THE DEVELOPER RESERVES THE RIGHT, HOWEVER, TO LEASE THE UNITS. UNTIL ALL OF THE UNITS IN THE CONDOMINIUM HAVE BEEN SOLD AND CLOSED, THE DEVELOPER SHALL BE IRREVOCABLY EMPOWERED TO SELL, LEASE OR RENT UNITS TO ANY PERSON OR ENTITY APPROVED BY THE DEVELOPER WITHOUT ANY INTERFERENCE OR OBJECTION FROM THE ASSOCIATION, AND WITHOUT ANY LIMITATION. FURTHERMORE, THE DEVELOPER RESERVES THE RIGHT TO RETAIN TITLE TO ANY UNITS AND LEASE ALL OR PORTIONS OF SAME, WITHOUT ANY INTENTION OF SELLING THEM. AT THE TIME OF THE EXECUTION OF THIS DECLARATION, THE DEVELOPER'S PLANS DO NOT INCLUDE A PROGRAM OF**

LEASING UNITS RATHER THAN SELLING THEM, OR LEASING UNITS AND SELLING THEM SUBJECT TO SUCH LEASES.

5.4 Alteration of Condominium Property.

- A. In General. No amendment to the Declaration may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit owner shares the common expenses of the Condominium and owns the common surplus of the Condominium unless the record owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment and unless all the record owners of all other Units in the Condominium approve the amendment.
- B. Owner Combination of Units. If any Owner desires to remove any boundary wall between Units, same shall be permitted so long as the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein. However, such removal shall not alter the percentage of ownership of the common elements or sharing in the common surplus, nor the sharing of common expenses. The Owner shall cause to be filed an amended Exhibit "A" as applicable, which need only be approved by and joined in by the Association, by and through its Board of Directors; the approval of the Owners or any lienholder will not be necessary, notwithstanding any provision contained in this Declaration to the contrary.

5.5 Unit Boundaries. Each Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floor and ceilings surrounding his Unit, nor shall the Unit Owner be deemed to own the pipes, wires, conduits or other utility lines running through said Unit and serving more than one (1) Unit, which items are hereby made a part of the Common Elements. A Unit Owner, however, shall be deemed to own the interior walls, partitions and decorative columns contained within the boundaries of a Unit as described below (except weight-bearing columns and structures as may be contained within the Unit which shall be Common Elements of this Condominium) and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, stairway, foyer and garage, including plaster, paint, wallpaper and similar items, all of which constitute part of the Unit. Each Unit shall also include that part of the building containing the Unit which lies within the horizontal and perimetrical boundaries of the Unit whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations, which boundaries are intended to be as follows and determined in the following manner:

- A. The upper boundary shall be the horizontal plane of the interior surfaces or underside of the finished, undecorated ceiling and all portions of the structural ceiling of the Unit as extended to the planar intersection with the perimetrical boundaries of the Unit, and with respect to that portion of the Unit comprising the storage area underneath the stairway, the planes up to but not including the underside of the stairway.
- B. The lower boundary shall be the horizontal plane of the interior surfaces or upper side of the finished, undecorated concrete floor of the Unit as extended to the planar intersection with the perimetrical boundaries of the Unit.
- C. The perimetrical boundaries of the Unit shall be the vertical planes of the finished, undecorated interior perimeter walls bounding the Unit, extended to planar intersections with each other and with the upper and lower boundaries of the Unit.
- D. No part of the nonstructural interior walls of a Unit shall be considered a boundary of the Unit.
- E. Where there are apertures in any boundary, including, but not limited to, windows, doors, and sliding glass doors (if any), such boundaries shall be extended to include the undecorated, unfinished interior surfaces of such apertures, including all framework thereof. All materials covering openings in the exterior walls of a Unit, all glass contained in windows and sliding glass doors (if any), and all framings and casings therefore, shall be excluded from the Unit.

In cases not specifically covered in this Section 5.5 or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "A" to this Declaration shall control in determining the boundaries of a Unit, except that any portions of the Condominium Property referred to in Section 3.10 or in Exhibit "A" as common elements or limited common elements shall not be part of the Unit.

5.6 Phasing Plan.

- A. Phasing. The number of units to be initially submitted by this Declaration as Phases 1 through 14, inclusive, and Phase 25 is 168 units; the total number of units in future Phases 15 through 24, inclusive, and Phase 26 is 120 units. Phases 25 and 26 are the recreational phases, each consisting of a swimming pool, pool deck, cabana with a covered terrace and a men's and a women's bathroom, but no Units.

- B. Phases 1 through 14, inclusive and Phase 25. Only Phases 1 through 14, inclusive and Phase 25 are submitted to this Declaration at this time.
1. Survey, Plot Plans and Floor Plans. The survey, plot plans and floor plans of all Units in Phases 1 through 14, inclusive, and Phase 25, including their identification number, locations and dimensions, are attached to and made a part of this Declaration as pages 1 through 63, inclusive, of Exhibit "A".
 2. Number and approximate size of Units. There shall be 168 Units situated in fourteen (14) two-story buildings, with twelve (12) Units in each such building. The Units shall range in size from approximately 815 square feet to approximately 1,024 square feet of air-conditioned floor space.
 3. Each Unit's Percentage of Ownership. Each Unit's percentage of Ownership in the common elements and common surplus in Phases 1 through 14, inclusive, and Phase 25 shall be as set forth in Exhibit "C" to this Declaration.
 4. Recreational Facilities. Phase 25 consists of recreational facilities alone and no Units.
 5. Membership Vote and Ownership in the Association. Each Unit shall have one full membership vote in the Association, with there being 168 total votes in Phases 1 through 14, inclusive. Phase 25 shall have no voting rights. Owners of each Unit shall have the same ownership in the Association as the Owners of all other Units. If the future phases are not added, there shall be no vote or ownership in the Association attributable to those future phases.
 6. No Time Share Estates. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO THESE PHASES.
 7. Estimated Completion Date. It is estimated that Phases 1 through 14, inclusive and Phase 25 shall be completed on or before December 31, 2003, but in no event shall they be completed beyond seven (7) years from the date of recording of this Declaration. THE DEVELOPER RESERVES THE RIGHT TO AMEND THIS PROVISION FOR THE PURPOSE OF CHANGING THE ESTIMATED COMPLETION DATE, WHICH AMENDMENT SHALL NOT REQUIRE THE CONSENT OF ANY UNIT OWNERS OR THEIR MORTGAGEES.

8. Reservations. THE DEVELOPER RESERVES THE RIGHT NOT TO CONSTRUCT OR ADD PHASES 15 THROUGH 24, inclusive or Phase 26.

C. Phases 15 through 24, inclusive, and Phase 26. Phases 15 through 24, inclusive, and Phase 26 are **NOT** being added to this Declaration at this time. If added, then any such Phase(s) shall be added by a recorded amendment to this Declaration.

1. Survey, Plot Plans and Floor Plans. The survey, plot plans and floor plans of all units in Phases 15 through 24, inclusive, and Phase 26, including their identification number, locations and dimensions, are attached to and made a part of this Declaration as pages 64 through 110, inclusive of Exhibit "A".

2. Number and approximate size of Units. There shall be a total of 120 Units situated in ten (10) two-story buildings, with twelve (12) Units contained in each such building. The Units shall range in size from approximately 815 square feet to approximately 1,024 square feet of air-conditioned floor space. The Unit mix and types may also change within the foregoing parameters.

3. Each Unit's Percentage of Ownership. Each Unit's percentage of Ownership in the common elements or common surplus in these Phases shall be as set forth in Exhibit "C" to this Declaration.

4. Recreational Facilities. Phase 26 consists of recreational facilities alone and no Units.

5. Membership Vote and Ownership in the Association. Each Unit shall have one full membership vote in the Association, with there being 120 votes in Phases 15 through 24, inclusive. Phase 26 shall have no voting rights. Owners of each Unit shall have the same ownership in the Association as the Owners of all other Units. If the future phases are not added, there shall be no vote or ownership in the Association attributable to those phases.

6. No Time Share Estates. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO THESE PHASES.

7. Estimated Completion Date. It is estimated that Phases 15 through 24, inclusive and Phase 26 shall all be completed on or

before December 31, 2005, but in no event shall they be completed beyond seven (7) years from the date of recording of this Declaration. THE DEVELOPER RESERVES THE RIGHT TO AMEND THIS PROVISION FOR THE PURPOSE OF CHANGING THE ESTIMATED COMPLETION DATE, WHICH AMENDMENT SHALL NOT REQUIRE THE CONSENT OF ANY UNIT OWNERS OR THEIR MORTGAGEES.

8. Reservations. THE DEVELOPER RESERVES THE RIGHT NOT TO CONSTRUCT OR ADD PHASES 15 THROUGH 24, INCLUSIVE, OR PHASE 26.

SECTION 6. EASEMENTS. Each of the easements and easement rights referred to in this Section 6, is reserved through the Condominium Property and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Condominium Property from the Condominium. None of the easements specified in this Section 6 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The following easements lie in addition to those provided for in the Condominium Act:

6.1 Encroachments. If any Unit encroaches upon any of the common elements or Association property for any reason other than the intentional act of an Owner, or if any common elements or Association property encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

6.2 Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements and Association property as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic, over, through, and across such portions of the common elements and Association property as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

6.3 Maintenance, Repair and Replacement. Easements through the Units, Common Elements and Association Property for maintenance, repair and replacements.

6.4 Utility Service and Drainage Easements.

- A. There is hereby created a blanket easement upon, across, over, through and under the Condominium Property for the installation, replacement repair and maintenance of all utility and service lines and systems and drainage, including but not limited to electric, gas, water,

sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain such facilities and equipment on the Condominium Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Units and on, in and under the roofs and exterior walls of the Units, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonable interfere with the use of the Units. Except as otherwise provided in Section 6.4.B below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems or drainage systems may be installed or relocated on the Condominium Property except as are approved by the Developer. The Developer may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. The Developer reserves the power to modify or relocate the above-referenced easements.

- B. Once the Developer closes upon the sale of the last Unit in the condominium, the powers vested in the Developer under Article 6.4.A above shall terminate, and shall then vest in the Association. Such powers shall be exercised by the Board of Directors in its reasonable discretion without the need for joinder of any Owner.
- C. The Developer under Section 6.4.A and the Association under Section 6A.B above, or its designee, shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything anywhere on his Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or the use of these easements.

6.5 Public Services. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium Property.

6.6 Special Easement Reservation. The Developer reserves for itself and any its successors, assigns or legal representatives, a blanket easement for ingress and egress, public and private utilities, or drainage, and for any developmental purposes over any added phases in favor of all future unadded phases. Said easements shall be appurtenant to and shall burden the added phases and shall not be limited by definition or description, provided that the easement or its use shall not compromise, alter or affect any zoning or zoning compliance of the Condominium Property or create an unreasonable burden or

nuisance upon the added phases. The Developer or other owners of the unadded phases served by this easement shall be responsible for any disrepair of that portion of the added phases to the extent that such disrepair is a direct result of the use of the easement by the Developer or other owners of the unadded phases. Nothing in this easement shall be deemed to prescribe the formulation of a specific legal description of this easement. This easement shall automatically terminate as to the Condominium Property in each phase added to the Condominium.

SECTION 7. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

7.1 Condominium Parcels. The Owner(s) of each Unit shall own an undivided share in the common elements and the common surplus, as is set forth in Exhibit "C" attached to and made a part of this Declaration.

7.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

- A. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 7.1 above.
- B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and By-Laws of the Association, attached to this Declaration as Exhibits "D" and "E" respectively.
- C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.
- D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- E. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitute a "Condominium Parcel".

7.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Condominium Property in accordance with the purposes for which they are intended, but no use of the Unit or of the Condominium Property may unreasonably interfere with the rights of other Owners of other persons

having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Condominium Property, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

7.4 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights in and to the Association Property and common elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 7.4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association Property and common elements otherwise readily available for use generally by Owners.

SECTION 8. COMMON ELEMENTS.

8.1 Common Elements Defined. The Common Elements are as defined in Section 3.10 above.

8.2 Restraint Upon Separation and Partition of Common Elements. The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. No action shall lie for partition of the common elements.

SECTION 9. LIMITED COMMON ELEMENTS.

9.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The limited common elements and the Units to which their use has been designated are as described in this Declaration and are further identified on the Survey and Plot Plans (pages 1 through 163, inclusive of Exhibit "A" for Phases 1 through 14, inclusive, and Phase 25 and pages 64 through 110, inclusive, of Exhibit "A" for proposed but not yet added Phases 15 through 24, inclusive, and Phase 26). The following common elements are hereby designated as limited common elements:

- A. Parking Spaces. One (1) parking space shall be assigned by the Developer as a limited common element of each Unit. The Developer may assign additional parking space(s) to Unit(s) as limited common element(s) of those Unit(s), for additional consideration which shall belong solely to the Developer. The parking spaces are numbered and reflected on Exhibit "A" to this Declaration. Such assignment shall be accomplished by the Developer's execution of an assignment of parking space form at each closing of a Unit. The form to be used is

attached and made a part of this Declaration as Exhibit "F". This form shall not be recorded, nor shall any parking spaces assigned be reflected on any deed or other instrument of conveyance.

- B. Rear Yards. The rear yard of each first floor Unit including any concrete pad(s) is a limited common element of the Unit adjacent to and served thereby, as designated on Exhibit "A" to this Declaration, except that the heating and air conditioning unit located within said area but servicing the second floor Unit is a limited common element of the second floor Unit.
- C. Windows Screens Screen Frames Shutters Awnings and Doors. The windows, screens, screen doors, screen frames, awnings, entry and sliding glass doors, including glass, hardware and framings/casings are limited common elements of the Unit served thereby.
- D. Heating and Air-conditioning Units. The air-conditioning/heating unit, including the handling equipment and all appurtenants and lines serving only one Unit, which are situated outside of the Unit, are a limited common element of the Unit served thereby.
- E. Other. Any part of the common elements connected to or exclusively serving a single Unit, in which it is specifically required in Section 12 of the Declaration to be maintained, repaired or replaced at the expense of the Owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described in this Section 9.1 or not.

9.2 Exclusive Use; No Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use to each limited common element passes with title to the Unit, whether or not separately described, and cannot be separated from the Unit.

9.3 Conflict. In the event of conflict between Exhibits "A" and "B" as to limited common elements, this Section 9 shall control and govern.

SECTION 10. ASSOCIATION. The operation of the Condominium is by THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, which shall perform its functions pursuant to this Declaration and the following:

10.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Articles of Incorporation attached as Exhibit "D", as amended from time to time.

10.2 By-Laws. The By-Laws of the Association shall be the attached as Exhibit "E", as amended from time to time.

10.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Unit shall collectively be entitled to cast votes in the matter provided in the Articles of Incorporation and By-Laws.

10.4 Limitation on Liability.

A. Notwithstanding its duty to maintain and repair certain Condominium Property, the Association shall not be liable to the Owners for injury or damage caused upon or by Condominium Property for which the Association has responsibility to maintain. In the event that any portion of the Condominium Property for which an Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement of those Condominium Property for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 10.4.A is where the Association (whether for itself or its contractor) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 10.4.A shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.

B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

10.5 Purchase, Conveyance Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of the Members of the Association. The authority of the Association to purchase Units is as set forth in the Articles of Incorporation. The Association shall be permitted to lease real property, including the manager's apartment, with the approval of the Board of Directors only. The Association may mortgage real property subject to the limitations of Section 3.2.C.2 of the Articles of Incorporation, which section is for this purpose incorporated herein by reference.

10.6 Use Fee. The Board of Directors shall be entitled to charge use fee(s) for use of recreational areas.

SECTION 11. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

11.1. Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Condominium Property, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Common expenses may include the cost of cable television and telecommunication services, such pest control in the Units as the Board may provide from time to time, and such Unit appliance contracts as the Board may provide from time to time. Common expenses shall include water charges until such time as the Developer during the Developer's control of the Association and thereafter, the Association, installs separate sub meters for each Unit (which installation is hereby authorized), at which time the cost of water charges for each Unit shall no longer be a common expenses, but instead shall be a Charge against each Unit and collectible as Charges are due and owing and collected under this Declaration.

11.2 Share of Common Expenses. Each Owner (collectively) and each Unit shall be liable for that share of the common expenses equal to each Owner's share of ownership of the common elements as stated in Section 7.1 above.

11.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Condominium Documents or by law.

11.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 11.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

11.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common element, by abandonment of the Unit on which the assessments are made, by interruption in the

availability of the Unit or the common elements or Association Property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by the Condominium Act.

11.6 Application of Payments; Failure to Pay; Interest Late Fees. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payment). Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

11.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees, so long as not prohibited by the Condominium Act at the particular time, and including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any claim of lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The claim of lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The claim of lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien. The Association is empowered through the Board to assign its lien rights for recovery of unpaid assessments to a third party.

11.8 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

- A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act and the Community Association Documents, as amended from time to time.
- B. Leases. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

11.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the claim of lien unless prohibited by the Condominium Act from time to time. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a receiver, which may be the Association, to collect the rent. Such receiver shall be appointed pursuant to a court order in the foreclosure action. If some person other than the Association acts as receiver, then the cost of the receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action.

11.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

11.11 Charges.

- A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents, nor subject to a lien.
- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and

attorneys' fees. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

- D. Collection of a Charge. The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings.

11.12 Working Capital Contributions. Working capital contributions may be required from each purchaser from the Developer. Such contributions, if made, may be used to reimburse the Developer for start-up expenses, or otherwise as the Board of Directors shall determine from time to time.

SECTION 12. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS; ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and maintenance standards shall be as follows:

12.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Condominium Property shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. Common Elements and Association Property. All common elements and Association Property.
- B. Limited Common Elements. Only the limited common elements referred to in Sections 9.1.A and B above, except that the Owner is responsible with respect to any improvements added by the Owner in the limited common element rear yards (see Section 9.1.B above).
- C. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 12.1.C, the building(s) must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and Occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The

Association shall be entitled to a preliminary injunction order requiring compliance with this Section 12.1. C.

12.2 Owner Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Condominium Property:

A. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary; exclusive of exterminating in the Unit only if undertaken by the Association as a common expense.

B. Limited Common Elements. All portions of the limited common elements which are not the responsibility of the Association under this Declaration.

C. Miscellaneous Covenants and Understandings of Each Owner.

1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or which if not performed would affect any of the Condominium Property, including any Unit(s) belonging to any other Owner(s).
2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 12.
3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association is responsible to maintain, repair and replace under this Declaration.
4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Condominium Property for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Condominium Property is adversely affected or damage might be caused to such Condominium Property.
5. Any Owner wishing to install any hard surface flooring materials (including but not necessarily limited to ceramic tile, marble and wood) in a Unit is required to insure that a sound control underlayment system is used which insulates against noise transmission. Installation of the sound control underlayment

system shall include provisions for a perimeter isolation material which will insure that impact noises are not transmitted into other Unit(s) either directly through the floor or by flanking through the surrounding walls.

6. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

12.3 Maintenance Standards for Owners and Residents. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

- A. Windows and Glass Doors. Broken or cracked glass shall be immediately replaced with the same or substantially similar type of glass for safety concerns as well as cosmetic reasons.
- B. Screens and Screen Frames. Torn, cut or otherwise damaged screening and damaged screen frames shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall remain freshly painted at all times.
- C. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear broken or inoperative, nor shall they appear substantially worn, discolored or faded. Storm shutters must be removed forty-eight hours after storm warnings are lifted.

12.4 Alterations and Improvements by the Owners and Residents.

- A. Limited Rights of Owners and Residents. A uniform scheme and appearance of the buildings has been established. The Association desires to uphold this uniform scheme and appearance. Therefore, the rights of the Owners and residents to make alterations and improvements to the exteriors of the building; and outside of the building; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from outside of the Units; are very limited. **THEREFORE, IF THIS DECLARATION FAILS TO PERMIT AN OWNER OR RESIDENT TO MAKE AN ALTERATION OR IMPROVEMENT WHICH FALLS WITHIN THE SCOPE OF THE IMMEDIATELY PRECEDING SENTENCE, THEN SAME SHALL NOT BE PERMITTED. IF IT DOES FALL WITHIN THE SCOPE, SAME SHALL BE PERMITTED ONLY IF THE ALTERATION OR IMPROVEMENT FALLS WITHIN THE GUIDELINES REFERRED TO IN SECTION 12.4.C BELOW (AS AMENDED BY THE BOARD OF DIRECTORS FROM TIME TO TIME [AND WHICH ARE CONSISTENT WITH SECTION 12.4.C BELOW]), AND UNLESS OTHERWISE STATED, ONLY UPON THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS.**

1. Proviso: No Owner shall be required to obtain the approval of the Association for the installation of any antenna or satellite dish which is protected by federal law. The guidelines for permitted antenna and satellite dish installations are set forth in Section 12.4.C.5 below.

B. Removal of Interior Partition Wall; Other:

1. Interior Partition Wall. If any Owner desires to remove any interior partition wall, same shall be permitted so long as the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein. However, if a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.
2. Exteriors. Board approval is required as to any alteration, improvement, decoration or change on the exterior of the Unit which cannot be viewed from the outside of the Units to the

extent that same materially affects or interferes with the structural integrity of a load bearing wall or column.

- C. Architectural Standards. The following constitute architectural standards for the Condominium, applicable to the Owners and Occupants. **THE FOLLOWING ARE THE ONLY PERMITTED ALTERATIONS AND IMPROVEMENTS AS REFERRED TO IN SECTION 12.4.A ABOVE. WHICH UNLESS OTHERWISE STATED, MUST RECEIVE THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS:**

1. Shutters. The only type and color of shutter permitted is that installed by the Developer for certain specified windows. No shutters are permitted on any other windows, as the Developer has installed those windows with laminated glass which provides hurricane protection. All hurricane shutters shall be installed and removed by the Association and shall not be placed into a closed position until a hurricane or tropic storm watch is issued, and must be opened as soon as possible after the storm danger has passed.
2. Windows. Reflective material/window tinting is/are permitted on the windows so long as the color is clear, smoked brown or gray. At no time shall aluminum foil be permitted on the inside or outside of the windows. Window treatments must be white, off-white or beige when viewed from the outside.
3. Air-conditioning/Heating Units. Wall air-conditioning and heating units are not permitted on Units.
4. Signs. No signs of any type shall be maintained, kept or permitted on any of the Condominium Property, including Unit (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units. Exceptions: The following shall be deemed not to violate this Section 12.4.C.1:
 - (a) Official notices of the Association.
 - (b) Signs on permitted vehicles under Sections 13.4.B. 1, 2, 3 and 4 below.
5. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. In no event shall any restrictions imposed in this Section 12A.C.5 impair a viewer's ability to receive an acceptable signal

or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Until federal law or the applicable FCC cases and rulings change, which changes are automatically incorporated into this Declaration without the need to amend in the future, a satellite dish or antenna installation must be situated entirely within the boundaries of the Unit. Notwithstanding any provision contained in this Declaration to the contrary, the approval of the Board of Directors of the Association will not be required for installations referred to under this Section 12.4.C.5. No other satellite dishes or antennae are permitted.

6. Common Elements. No Owner or Occupant may make any alterations, additions or improvements to the common elements, except to the limited common element rear yards as referenced in Section 9.1.13 above.

12.5 Alterations and Improvements by the Association. Subject to the provisions of Sections 17 and 18 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the common elements or Association Property which are approved by the Board of Directors. However, if the cost of same shall exceed 5% of the annual budget cumulatively in a budget year, then the alteration or improvement may not be made unless approved by the vote of a majority of the voting interests of those members present in person or by proxy and voting at a members meeting.

- A. Proviso. Notwithstanding the foregoing to the contrary, in the event any such alteration or improvement is deemed in the sole discretion of the Board to be necessary for the maintenance, repair, replacement or protection of the Condominium Property or Owners or Occupants, then such alteration or improvement shall not require the approval of the Owners.

SECTION 13. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists:

13.1 Occupancy of Units. Each Unit shall be occupied by Owners and tenants and their family members and Guests, invitees and servants, as a residence and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit.

13.2 Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

13.3 Pets and Animals.

A. Owners, tenants and Guests are permitted to have pets and animals as a privilege, only as follows:

1. Animals and pets shall be restricted to two (2) dogs and two (2) cats (but not more than two [2] of each), birds in cages in reasonable numbers, and fish in tanks. No such pet or animal shall be bred or kept for commercial purposes. The foregoing shall apply to visiting pets and animals as well. No other pets shall be permitted.
2. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog or cat firmly held by collar and leash. No dogs or cats shall be permitted to run at large outside the Unit.
3. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
4. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Condominium Property.
5. Any pet/animal owner's privilege to have a pet/animal reside in the Condominium shall be revoked if the pet/ animal shall create a nuisance or shall become a nuisance.
6. There shall be no feeding of any animals or birds, whether a pet or not, anywhere on the common elements or Association property.

B. Exception. The provisions of this Section 13.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

13.4 Vehicles and Parking. The following restrictions apply irrespective of whether the Condominium Property in question lie within areas owned by or dedicated to a governmental entity:

A. Prohibited Vehicles or Items. This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Condominium Property, unless such vehicle or item

is also listed in Subsection B below, in which case it shall then be permitted: Dirt bikes, motorcycles, mopeds or other self-powered bicycles; trucks, except as otherwise allowed under Subsection B.6 below; agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; and other such motor vehicles.

B. Exceptions to Subsection A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 13.4, and only provided that the vehicle can fit totally within the confines of a single parking space.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Condominium Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Condominium Property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Certain vans and sports utility vehicles which are permitted. A two-axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the

first row of seating, which vehicle fits wholly within the confines of a single parking space.

6. Pick-up trucks which are permitted. A two-axle pick-up truck which is not a commercial vehicle as defined below, whether or not a camper top is added, shall be permitted.

Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck, van or sports utility vehicle. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 13.4.
 2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.
- D. The following additional regulations apply:
1. No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, or the changing of tires of a vehicle are permitted.
 2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Condominium Property at any time for any reason.

3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for landscaping equipment at the direction of the Board of Directors).
 4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
 5. No vehicle may be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and only for loading and unloading.
 6. Vehicles must be parked head-in, only, completely to bumper stops.
 7. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
 8. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 13.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 13.4.
 9. Vehicle washing is permitted only in designated areas, with water restriction rules imposed by governmental authority to be observed.
 10. No Owner or lessee, or their family members, Guests and invitees shall park in a limited common element parking space assigned to another Unit.
 11. The vehicle speed limit is 15 mph.
- E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 13.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Condominium

Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 13.4.

- F. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/ herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

13.5 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Condominium Property, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Condominium Property to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instrument, stereo, radio or television shall be played between the hours of 11:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants.

- A. Flammable materials may not be stored on the Condominium Property.

13.6 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Condominium Property, including Units. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 13.6.

- C. The business of operating the Association shall not be considered as business activity under this Section 13.6.

13.7 Trash and Garbage. No trash shall be discarded on any part of the Condominium property except in receptacles supplied by the Association. Receptacles are not to be used for disposal of furniture, appliances, carpeting, Christmas trees and any other large objects. Grease and cooking oil shall not be poured into the garbage disposal or sink drain. All garbage and rubbish (excluding glass bottles, newspapers) must be securely tied in plastic bags. Aluminum and other recyclables, including glass shall be rinsed and then placed in receptacles made available by collection authorities and if not then made available by the Association. Bulk trash shall never be allowed to remain in any of the commonly used areas of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

13.8 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

13.9 Loitering. Loitering on the Condominium Property shall be prohibited and shall constitute a nuisance.

SECTION 14. LEASING OF UNITS.

14.1 No Association Approval Required. The Association shall not have any authority to approve or disapprove of leases. However, each Owner intending to lease his or her Unit shall provide the Association with notice of the term of the lease, names of the tenants and other intended permitted occupants, with daytime and nighttime telephone numbers for emergency contact, prior to occupancy.

14.2 Contents in Lease Agreement. Every lease, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

- A. The lessee and all occupants shall abide by all provisions of the Condominium Documents, the Community Association Documents and reasonable Rules and Regulations of both the Association and the Community Association, all as amended from time to time, the failure of which shall constitute a material default and breach of the lease.
- B. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium

Documents and reasonable Rules and Regulations, as amended from time to time.

14.3 Minimum and Maximum Lease Terms. The minimum term for any lease shall be six (6) consecutive months and the maximum term for any lease shall be twelve (12) consecutive months.

14.4 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

SECTION 15. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. The Association shall not have any authority to approve or disapprove of the transfer of ownership of Units. However, each Owner who purchases a Unit from a person(s) or entity other than the Developer shall provide the Association with a fully executed copy of the instrument of conveyance under which said Owner(s) took title to said Unit no later than fifteen (15) days following the latter of either: (i) the date of said instrument of conveyance or (ii) the date of the closing of the transaction by which said Owner(s) acquired title to the Unit. Failure to comply with the terms and conditions of this Section may result in the imposition of late fees, fines and the recording of a claim of lien by the Association against the Unit in question.

SECTION 16. INSURANCE. The insurance, other than title insurance, that shall be carried upon the Condominium Property and the property of the Owners shall be governed by the following provisions:

16.1 Authority to Purchase. All insurance policies (except as hereinafter allowed) shall be purchased by the Association for itself and as agent for the Owners and their mortgagees as their interests may appear.

16.2 Owners. Each owner may obtain insurance at his or her own expense, affording coverage upon his or her personal property and for his or her personal liability, for owner or mortgagee title insurance, and as may be required by law.

16.3 Coverage:

- A. Casualty. The Building and Improvements and all personal property owned by the Association (exclusive of the Owners' personal property, additions and/or alterations installed, and upgrades installed or provided by the Owner or by the Developer but not found on the building plans, and exclusive of Unit wall, floor and ceiling coverings) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such coverage shall afford protection against:

1. Loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement.
2. Such other risks as from time to time customarily covered with respect to buildings similar in construction, location and use of the buildings, including but not limited to flood insurance, vandalism and malicious mischief.

B. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

C. Worker's compensation and unemployment compensation to meet the requirements of law.

D. Fidelity Bonding shall be obtained and maintained by the Association in accordance with the requirements set forth in Florida Statute 718.111(1)(d) as may from time to time be amended.

16.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses. Deductibles shall be permitted.

16.5 All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their respective interests may appear.

SECTION 17. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

17.1 If any part of the common elements or Units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered 75% or more of the Units in a Condominium untenable and 80% of the voting interests of the members, voted a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes later), vote against such repair or replacement, in which event the proceeds shall be distributed to the Owners in the Condominium and their mortgagees, as their interests may appear, and the Condominium shall be terminated as provided in Section 19 below.

17.2 Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications utilized in construction.

17.3 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the

Association shall obtain reliable and detailed estimates of the cost to place the damaged property, insofar as reasonably possible, in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

17.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) special assessments shall be made against the Owners in sufficient amounts to provide funds to pay the estimated costs for the Condominium.

17.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty shall be disbursed in the following manner:

- A. Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an Owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the Owner to make such reconstruction or repair.
- B. Association. The balance shall be retained by the Association to pay for the reconstruction or repair and all associated costs.

17.6 Insurance Adjustments. Each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with insurance companies all losses under policies purchased by the Association except in any case where all responsibility of reconstruction and repair lies with the Owner, subject to the rights of mortgagees of such Owners.

SECTION 18. CONDEMNATION OR EMINENT DOMAIN:

18.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner

provided for determining whether damaged property will be reconstructed and repaired after a casualty.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

18.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

18.5 Taking of Common Elements and Association Property. Awards for the taking of common elements and Association property shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

18.6 Priority-Conflict. In the event of any conflict between Section 17 and this Section 18, the provisions of this Section 18 shall control and govern.

SECTION 19. TERMINATION. The Condominium shall be terminated, if at all, in the following manner:

19.1 By the agreement of one hundred percent (100%) of the Owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded according to law. In the event of damage or destruction by casualty as set forth in Section 17 of this Declaration, the required percentage shall be eighty percent (80%).

19.2 Shares of Owners after Termination. After termination of the Condominium, the Owners in the Condominium shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Owners shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be their percentages of ownership of the common elements. All funds held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the Owners in said shares. The

costs incurred by the Association in connection with a termination shall be a common expense.

19.3 Following Termination. The property may be partitioned and sold upon the application of any Owner in the Condominium. Provided, however, that if the Board of Directors following a termination by unanimous vote, determines to accept an offer for the sale of the property as a whole, each Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

19.4 The Members of the Last Board of Directors shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

SECTION 20. COMPLIANCE AND DEFAULT; REMEDIES.

20.1 Duty to Comply; Right to Sue.

- A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Acts, the Condominium Documents, the Community Association Documents and the Rules and Regulations of the Association and the Community Association, all as may from time to time be amended. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, the Community Association, by an Owner or by a tenant or other invitee occupying a Unit against:
1. The Association;
 2. An Owner;
 3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
 4. Any tenant leasing a Unit, and any Guest or other invitee occupying a Unit.
- B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to

reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.

- C. The Association shall also have any other remedies provided for in the Condominium Documents and law.

20.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 12 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 12 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and residents; or should any Owner violate Sections 12.2, 12.3 or 12.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement of any common elements or any Unit which the Association is obligated to maintain under the terms of this Declaration by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period in a manner acceptable to the Association, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. Provisos. Notwithstanding any provision to the contrary in this Section 20.2, the following shall apply:
1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
 2. The thirty (30) day notice shall not apply to Section 20.3 below.

20.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and Association property made necessary by his act, inaction or negligence, or by that of any member of his family or his Guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Condominium Property for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Condominium Property, the Owner of

the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

20.4 Association's Access onto the Condominium Property; Key. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Condominium Property including the Units:

- A. For the purposes of protection, maintenance, repair and replacement of those Condominium Property for which the Association is obligated to protect, maintain, repair and replace.
- B. For the purposes of preventing damage to the common elements or to a Unit or Units.

In connection with this Section 20.4, each Owner shall provide the Association with a current workable key(s) and security code(s) if any and new key(s) and code(s), as necessary.

20.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units.

20.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

20.7 Costs and Attorneys' Fees In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, Guests, agents, lessees, servants, etc. or any Occupants of the Unit), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

20.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the

Condominium Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or at law or in equity.

20.9 Eviction of Tenants and Occupants. The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. The foregoing includes the right of the Association to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 20.9 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees and the Owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter, including those incurred in appellate, bankruptcy and administrative proceedings.

SECTION 21. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

21.1 Amendments to the Declaration. Written consent of certain mortgagees of a Unit shall be required for certain amendments to this Declaration; refer to Sections 22.5.B and 22.5.C below for same. Any consent of a mortgagee required hereunder shall not be unreasonably withheld.

21.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 11.8.A above.

21.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

21.4 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

21.5 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

21.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of a Condominium or any Unit.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.
- F. Notice of Association meetings.

21.7 Access. All Institutional Mortgagees shall specifically have a complete right of access to all of the common elements and Association property, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan. Any Institutional Mortgagee shall be entitled to attend meetings of the Association.

21.8 Priority. All provisions of an Institutional Mortgage shall take precedence over the provisions of this Declaration, unless and to the extent that same is viewed to be contrary to or prohibited by applicable law from time to time. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any

institutional mortgage at any time made in good faith and for a valuable consideration upon any Unit.

21.9 Presumption. Where an Institutional First Mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents deemed to be an Institutional First Mortgage.

SECTION 22. AMENDMENT OF DECLARATION.

22.1 Proposal. Amendments to this Declaration may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

22.2 Procedure, Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text. "

22.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors and by a majority of the voting interests of those members present in person and by proxy and voting at a members' meeting, at which a quorum is present. If the amendments were proposed by a written petition signed by the members pursuant to Section 22.1 above, then the concurrence of the Board of Directors shall not be required.

22.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration

is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

22.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

- A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.
- B. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to any Institutional Mortgagees unless the particular mortgagee(s) shall join and consent in the execution of the amendment. Any consent of a mortgagee required hereunder shall not be unreasonably withheld.
- C. No amendment shall change a Unit's proportionate share of the common expenses or common surplus, nor the voting rights or any other appurtenance to any Unit, unless the vote and approvals required by F.S. 718.110(4) are obtained.
- D. The Developer shall be permitted to unilaterally amend this Declaration, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to this Declaration which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment. The approval of the Developer alone shall be permitted, without the approval of any Owner or the Association, where it is specifically provided for in this Declaration as reserved to the Developer.
- E. Refer to Section 5.4. B above for an instance where Board approval of an amendment is permitted without the need for the vote of the membership.
- F. Any amendment to this Declaration pertaining to the following shall require a vote of 67% percent of the voting interests of those members of the Association present in person or by proxy and voting at a members' meeting at which a quorum is present, where a vote of the members other than the Developer is required under this Declaration:
 1. Assessment basis or assessment liens.

2. Any method of imposing or determining any charges to be levied against individual Owners.
3. Reserves for maintenance, repair or replacement of common area improvements.
4. Maintenance obligations.
5. Allocation of rights to use common areas.
6. Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units.
7. Reduction of insurance requirements.
8. Restoration or repair of common elements.
9. The addition, annexation or withdrawal of land to or from the Condominium.
10. Voting rights.
11. Restrictions affecting leasing or sale of Unit.
12. Any provision which is for the express benefit of mortgagees.

Any such amendment also requires the joinder and consent of the FHA.

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

23.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Condominium Act.
- B. Other Florida Statutes which apply.

- C. This Declaration.
- D. The Articles of Incorporation.
- E. The By-Laws.
- F. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

23.3 Interpretation: Construction. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

23.4 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

23.5 Captions. The captions in the Condominium Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Condominium Documents.

23.6 Gender: Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

23.7 Owners' Affirmative Duties. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagees. The Association shall be permitted to rely on the information supplied by Owners in writing.

23.8 Covenant Running with the Land. All provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Condominium Property in the Condominium, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all

residents, occupants, Guests and invitees to the Condominium Property. None of the provisions contained in the Condominium Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

SECTION 24. DEVELOPER'S UNITS AND PRIVILEGES; DEVELOPER DESIGNEES. The following provisions shall apply in addition to any and all provisions contained elsewhere in this Declaration with respect to the Developer's Units and privileges. The provisions of this Section 24 shall take precedence over any other provisions to the contrary in the Condominium Documents.

24.1 Changes in General Plan of Development. Until the sale of all Units in the Condominium, the Developer reserves the right; without joinder of any person or entity, to make such physical modifications to the Condominium as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable; provided that any changes when made will provide facilities as good as or better than those shown on the development plans filed with the appropriate governmental authority. The foregoing is subject to the rights of any Owner or any other person under the Condominium Act.

24.2 Sales/Lease Activities. No Owner, person or the Association, or their use of the Units, shall interfere with the Developer's completion and sale or leasing of the Units, whether in this Condominium or otherwise. The Developer, until all of the Units in the Condominium have been sold and closed, shall be irrevocably empowered to sell, lease or rent Units to any person or entity approved by the Developer without any interference or objection from the Association, and without any limitation. Furthermore, the Developer reserves the right to retain title to any Units and lease all or portions of same, without any intention of selling them. The Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale/lease of Units, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banner and flags on the Condominium Property for construction or sales purposes; use the common elements and Association property for sales offices or for sales and promotional purposes; and conduct sales activities relating to property owned by the Developer or any of its affiliates which is situated outside of the Condominium. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the Developer shall not be considered as part of the Condominium Property nor owned by the Association and shall remain the property of the Developer. The Developer shall further be exempt from the vehicle and parking restrictions of Section 13.4 above only to the extent that the vehicles in question are engaged in any activity relating to the construction, maintenance or marketing of Units for sale or for lease.

24.3 Specific Exemptions Under the Declaration. In addition to any other exemptions provided in favor of the Developer in this Declaration, the Developer and his designees shall be exempt from all use restrictions contained in this Declaration, including but not limited to that provided in Sections 12.3, 12.4 and 13 above, provided, however, the Developer or its designees shall NOT be exempt from Section 13.3 pertaining to pets.

IN WITNESS WHEREOF, Pride Homes by Garco, L.L.C., a Florida limited liability company, as Developer has caused the execution of this Declaration of Condominium of THE COVE AT BRIAR BAY CONDOMINIUM, on this 12 day of DECEMBER, 2002

WITNESSES:

PRIDE HOMES by GARCO, L.L.C., a Florida limited liability company

Sign [Signature]
Print PAUL KUPFER

BY: [Signature]
Its Manager
Print Name: FELIX SIERRA

Sign [Signature]
Print VIRGINIA SPENT

Current Address: 9485 SUNSET DRIVE
SUITE A-295
MIAMI, FL 33173

STATE OF FLORIDA

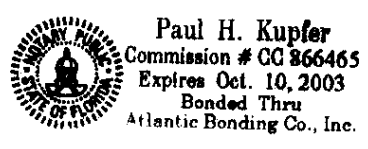
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this 12 day of DECEMBER, 2002 before me personally appeared FELIX SIERRA, the Manager of Pride Homes by Garco, L.L.C., a Florida limited liability company, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his/her free act and deed as such duly authorized officer; and that the official seal of the Company is duly affixed and the instrument is the act and deed of the Company.

WITNESS my signature and official seal at MIAMI, FL in the County of MIAMI-DADE, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: [Signature]
Print: PAUL H KUPFER



JOINDER AND CONSENT

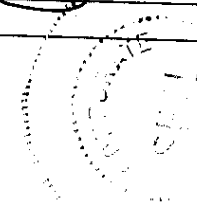
THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the foregoing Declaration of Condominium for The Cove at Briar Bay Condominium and Exhibits attached thereto.

IN WITNESS WHEREOF, THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its proper seal to be affixed this 12 day of DECEMBER, 2002.

THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Print Name: KIM SPANO
Title: PRESIDENT

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing Joinder and Consent was acknowledged before me this 12th day of December, 2002, by KIM SPANO, as PRESIDENT of The Cove at Briar Bay Condominium Association, Inc., a Florida corporation not-for-profit.



[Signature]
Notary Public
Print Name: AURA L PALACIO
My Commission Expires: 7/8/03

COPIES

CONSENT OF MORTGAGEE

WHEREAS, UNION PLANTERS BANK, N.A., a National Banking Association, ("Mortgagee") is the holder of a mortgage dated November 1, 2001 and recorded November 5, 2001, in Official Records Book 13056, page 650, of the Public Records of Palm Beach County, Florida, encumbering lands in Palm Beach County, Florida (the "Mortgage") executed by PRIDE HOMES BY GARCO, L.L.C., a Florida limited liability company ("Mortgagor"); and the Mortgage is a lien upon those certain tracts of land more fully described in the Mortgage ("Mortgaged Property").

WHEREAS, Mortgagor is submitting a portion of the Mortgaged Property to the Condominium form of ownership pursuant to the Condominium Act of the State of Florida, Florida Statutes Chapter 718 (the "Condominium Act") and in accordance with the terms of the Declaration of Condominium for The Cove at Briar Bay Condominium (the "Declaration").

WHEREAS, the portion of the Mortgaged Property hereby submitted to the Condominium form of ownership by the Declaration to which this Consent is attached is Phases 1 through 14, inclusive, and Phase 25 of The Cove at Briar Bay Condominium.

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee consents to the making, execution and recordation of the Declaration. This Consent is given pursuant to and in order to comply with the terms and provisions of the Condominium Act of the State of Florida as contained in Chapter 718 of the Florida Statutes, and for the purpose of agreeing that the Lien of the Mortgage with respect only to that portion of the Mortgaged Property submitted to the Condominium as is more particularly described in Exhibit "B", is subject to the Declaration to which this Consent is attached, it being specifically understood that the Mortgage shall continue to be a lien upon all of the Mortgaged Property not submitted to the Declaration, as well as all Condominium Units of the Condominium submitted to the Declaration.
2. By hereby consenting to the provisions of the Declaration, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration or the Condominium Act or of any owner of a Condominium Unit.
3. Nothing contained in this Consent is intended to affect, modify, or impair the lien of the Mortgage on any portion of the Mortgaged Property, other than the portion submitted to the Declaration.
4. All of the terms and conditions of the Mortgage not expressly modified hereby shall remain in full force and effect.

5. Nothing contained in this Consent is intended to affect, modify, or impair the priority of the lien on the Mortgage as a first lien on the Condominium Units of the Condominium and the lien of the Mortgage shall be prior to any liens or claim of lien of any kind including, without limitation, any lien or claim of lien of the Condominium Association against a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 13th day of December, 2002

Signed, sealed and delivered in the presence of

UNION PLANTERS BANK, N.A.
a National Banking Association

Emilia C. Arias
Print Name: EMILIA C. ARIAS

By: [Signature]
Its: SENIOR VICE PRESIDENT

Maria P. Garcia
Print Name: Maria P. Garcia

Attest: [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of December, 2002, by ERDIE DIAZ SUP. and _____, respectively, of Union Planters Bank, N.A., a National Banking Association, on behalf of the association.

Emilia C. Arias
Notary Public
My Commission Expires: 6-19-03

(notary seal)

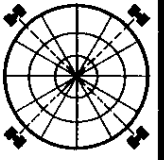


certified copy

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
INDEX TO SHEETS FOR PHASES 1-14 & 25

1	INDEX TO SHEETS (PHASES 1-14 & 25)	23	PHASE 5 UNITS 101, 102, 103, 104, 105, 106	45	PHASE 11 SURVEY AND PLOT PLAN
2	NOTES AND LEGEND (PHASES 1-14 & 25)	24	PHASE 5 UNITS 201, 202, 203, 204, 205, 206	46	PHASE 11 LEGAL DESCRIPTION
3	OVERALL SURVEY AND LEGAL DESCRIPTION	25	PHASE 6 SURVEY AND PLOT PLAN	47	PHASE 11 UNITS 101, 102, 103, 104, 105, 106
4	OVERALL SITE, PHASE AND PARKING PLAN	26	PHASE 6 LEGAL DESCRIPTION	48	PHASE 11 UNITS 201, 202, 203, 204, 205, 206
5	PHASE 1 SURVEY AND PLOT PLAN	27	PHASE 6 UNITS 101, 102, 103, 104, 105, 106	49	PHASE 12 SURVEY AND PLOT PLAN
6	PHASE 1 LEGAL DESCRIPTION	28	PHASE 6 UNITS 201, 202, 203, 204, 205, 206	50	PHASE 12 LEGAL DESCRIPTION
7	PHASE 1 UNITS 101, 102, 103, 104, 105, 106	29	PHASE 7 SURVEY AND PLOT PLAN	51	PHASE 12 UNITS 101, 102, 103, 104, 105, 106
8	PHASE 1 UNITS 201, 202, 203, 204, 205, 206	30	PHASE 7 LEGAL DESCRIPTION	52	PHASE 12 UNITS 201, 202, 203, 204, 205, 206
9	PHASE 2 SURVEY AND PLOT PLAN	31	PHASE 7 UNITS 101, 102, 103, 104, 105, 106	53	PHASE 13 SURVEY AND PLOT PLAN
10	PHASE 2 LEGAL DESCRIPTION	32	PHASE 7 UNITS 201, 202, 203, 204, 205, 206	54	PHASE 13 LEGAL DESCRIPTION
11	PHASE 2 UNITS 101, 102, 103, 104, 105, 106	33	PHASE 8 SURVEY AND PLOT PLAN	55	PHASE 13 UNITS 101, 102, 103, 104, 105, 106
12	PHASE 2 UNITS 201, 202, 203, 204, 205, 206	34	PHASE 8 LEGAL DESCRIPTION	56	PHASE 13 UNITS 201, 202, 203, 204, 205, 206
13	PHASE 3 SURVEY AND PLOT PLAN	35	PHASE 8 UNITS 101, 102, 103, 104, 105, 106	57	PHASE 14 SURVEY AND PLOT PLAN
14	PHASE 3 LEGAL DESCRIPTION	36	PHASE 8 UNITS 201, 202, 203, 204, 205, 206	58	PHASE 14 LEGAL DESCRIPTION
15	PHASE 3 UNITS 101, 102, 103, 104, 105, 106	37	PHASE 9 SURVEY AND PLOT PLAN	59	PHASE 14 UNITS 101, 102, 103, 104, 105, 106
16	PHASE 3 UNITS 201, 202, 203, 204, 205, 206	38	PHASE 9 LEGAL DESCRIPTION	60	PHASE 14 UNITS 201, 202, 203, 204, 205, 206
17	PHASE 4 SURVEY AND PLOT PLAN	39	PHASE 9 UNITS 101, 102, 103, 104, 105, 106	61	PHASE 25 SURVEY AND PLOT PLAN
18	PHASE 4 LEGAL DESCRIPTION	40	PHASE 9 UNITS 201, 202, 203, 204, 205, 206	62	PHASE 25 LEGAL DESCRIPTION
19	PHASE 4 UNITS 101, 102, 103, 104, 105, 106	41	PHASE 10 SURVEY AND PLOT PLAN	63	PHASE 25 COMMON ELEMENTS
20	PHASE 4 UNITS 201, 202, 203, 204, 205, 206	42	PHASE 10 LEGAL DESCRIPTION		
21	PHASE 5 SURVEY AND PLOT PLAN	43	PHASE 10 UNITS 101, 102, 103, 104, 105, 106		
22	PHASE 5 LEGAL DESCRIPTION	44	PHASE 10 UNITS 201, 202, 203, 204, 205, 206		

NOTE: SEE SHEETS 64 THROUGH 110
 FOR PHASES 15 THROUGH 24 & 26



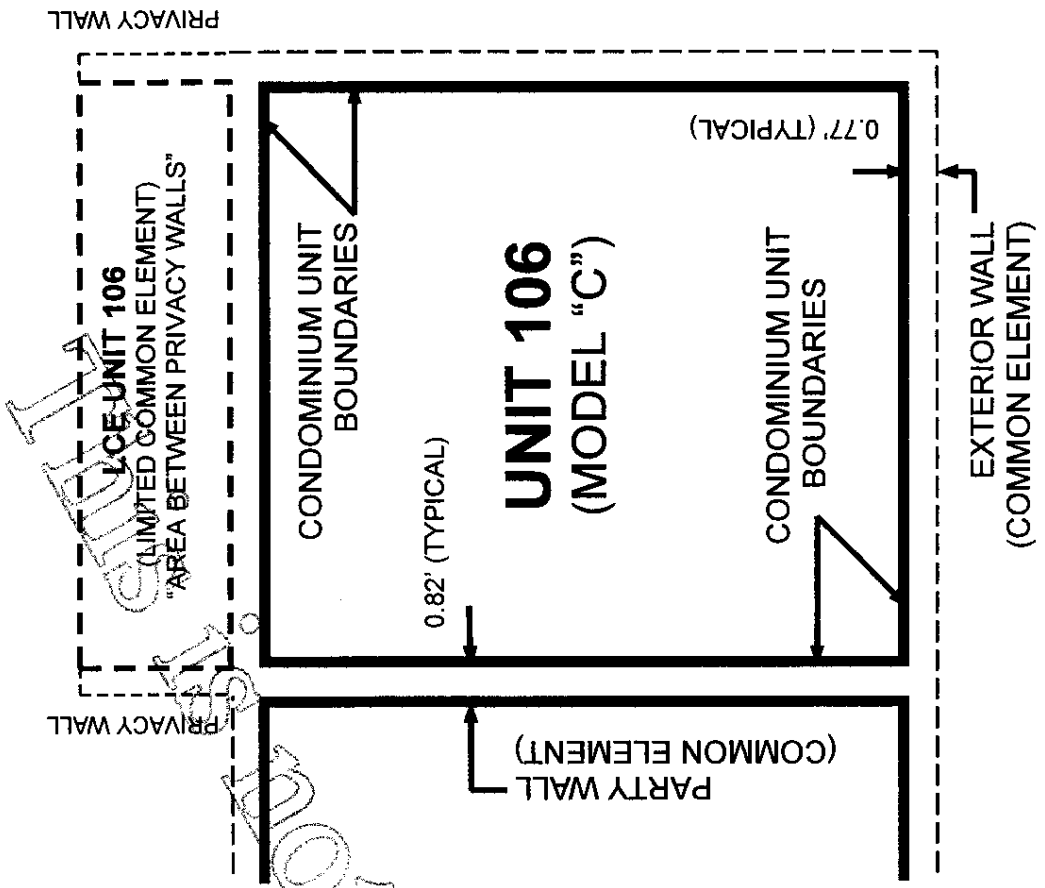
W.O. NO: P220SEC3A
 SCALE: NONE
 FILE: P220SEC3A

SHEET
1 OF 110

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

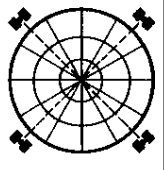
EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
NOTES AND LEGEND FOR PHASES 1-14 & 25

1. LCE DESIGNATES LIMITED COMMON ELEMENTS. THE AREA BETWEEN THE 1ST FLOOR PRIVACY WALLS IS A LIMITED COMMON ELEMENT. THERE ARE NO LIMITED COMMON ELEMENTS FOR THE 2ND FLOOR UNITS.
2. THE PARTY WALLS BETWEEN THE CONDOMINIUM UNITS AND THE EXTERIOR WALLS SURROUNDING THE CONDOMINIUM UNITS ARE COMMON ELEMENTS.
3. ALL AREAS OUTSIDE OF, OR BETWEEN, THE CONDOMINIUM UNIT BOUNDARIES THAT ARE NOT DESIGNATED AS LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
4. ALL DIMENSIONS SHOWN ARE IN U.S. FEET AND DECIMAL PARTS THEREOF.
5. ALL ELEVATIONS SHOWN ARE IN U.S. FEET AND DECIMAL PARTS THEREOF ABOVE MEAN SEA LEVEL AS PER NATIONAL GEODETIC VERTICAL DATUM 1929.
6. THE CEILING ELEVATIONS OF THE CONDOMINIUM STORAGE ROOMS VARY DUE TO THE SLOPE OF THE STAIRWAYS ABOVE.



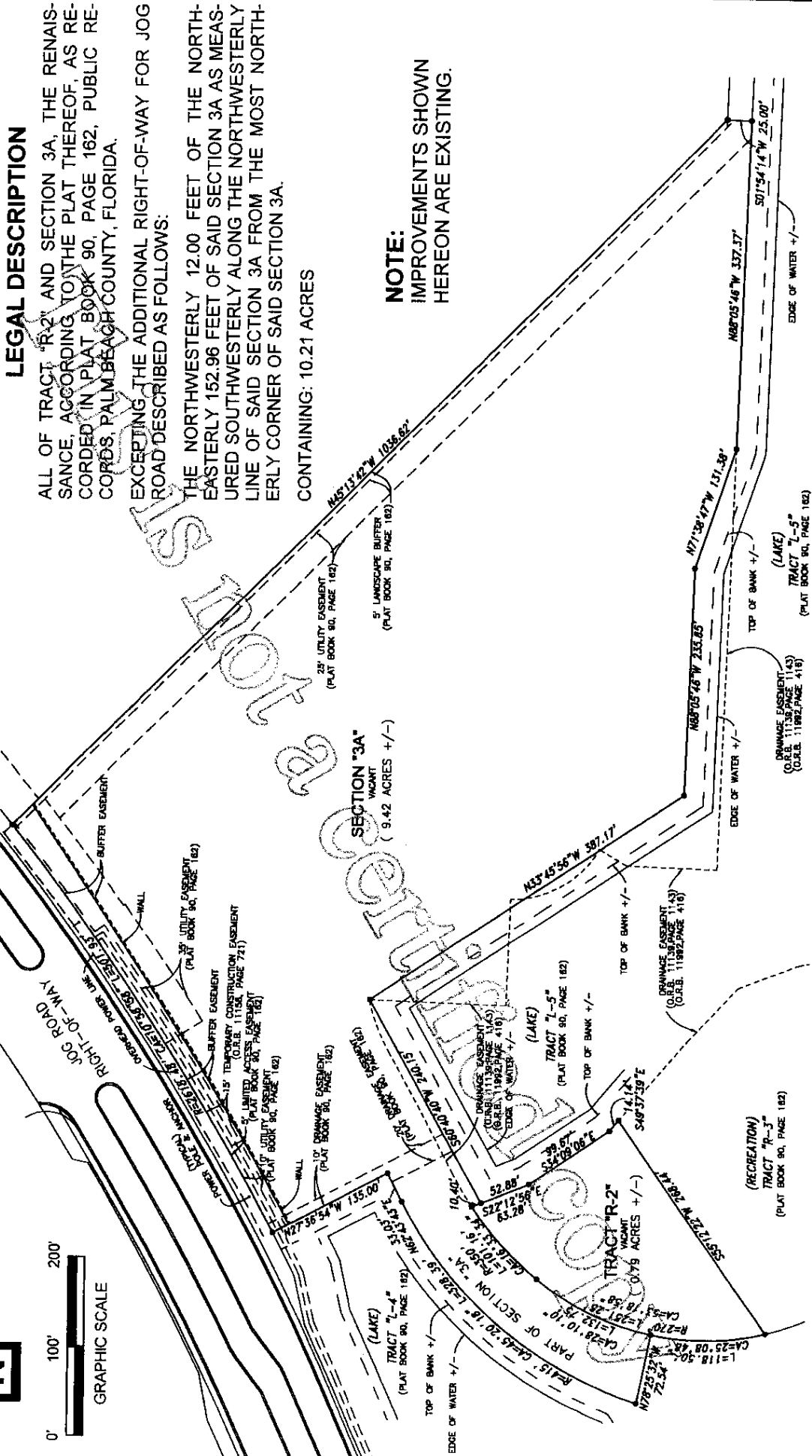
SHEET
2 OF 110

W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
OVERALL SURVEY AND LEGAL DESCRIPTION FOR PHASES 1-14 & 25



LEGAL DESCRIPTION

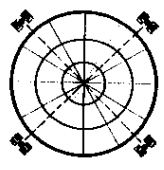
ALL OF TRACT "R-2" AND SECTION 3A, THE REMAINS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA,

EXCEPTING THE ADDITIONAL RIGHT-OF-WAY FOR JOG ROAD DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 12.00 FEET OF THE NORTHEASTERLY 152.96 FEET OF SAID SECTION 3A AS MEASURED SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SECTION 3A FROM THE MOST NORTHERLY CORNER OF SAID SECTION 3A,
 CONTAINING: 10.21 ACRES

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE EXISTING.

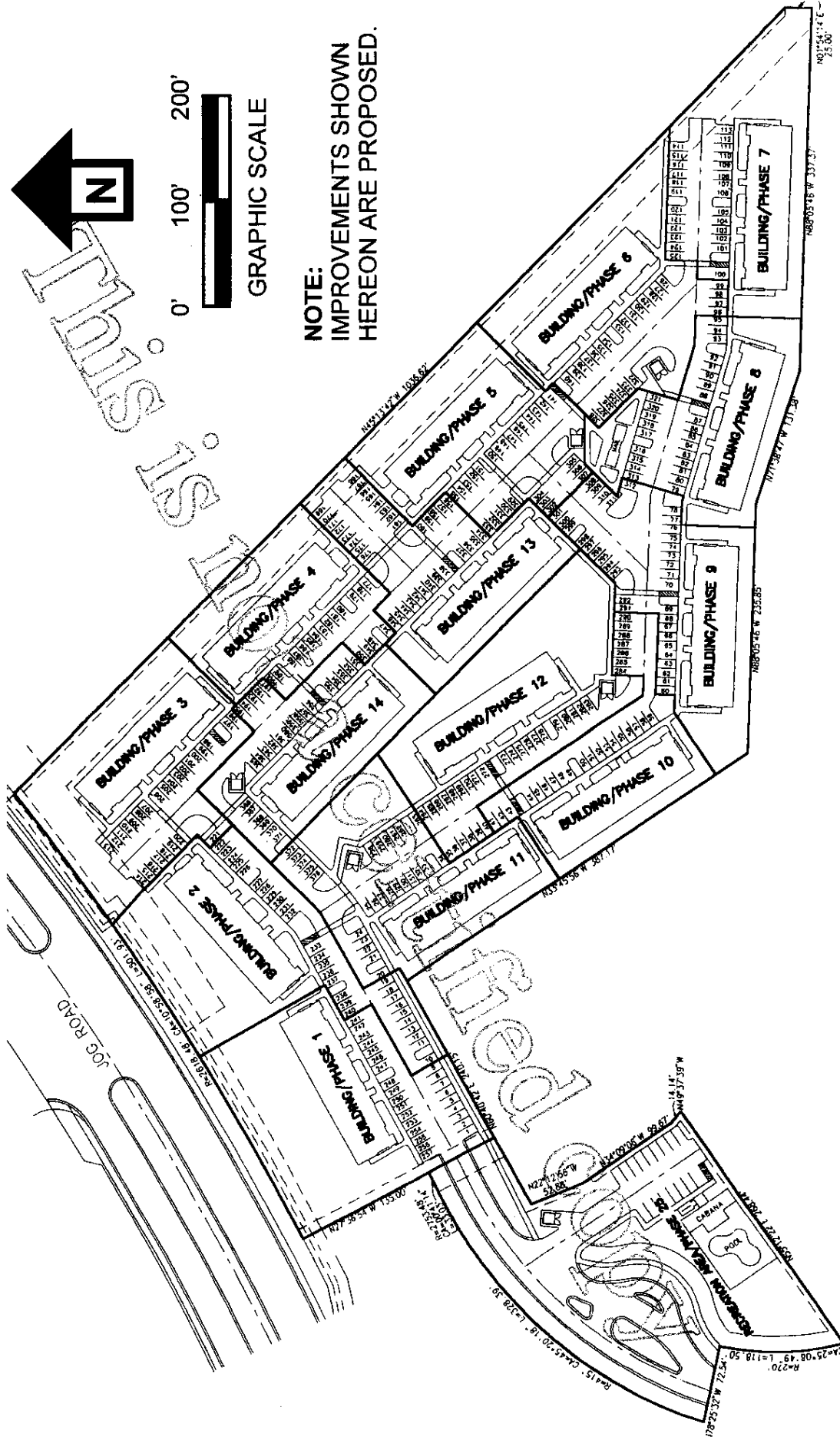
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
3 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 OVERALL SITE, PHASE AND PARKING PLAN FOR PHASES 1-14 & 25



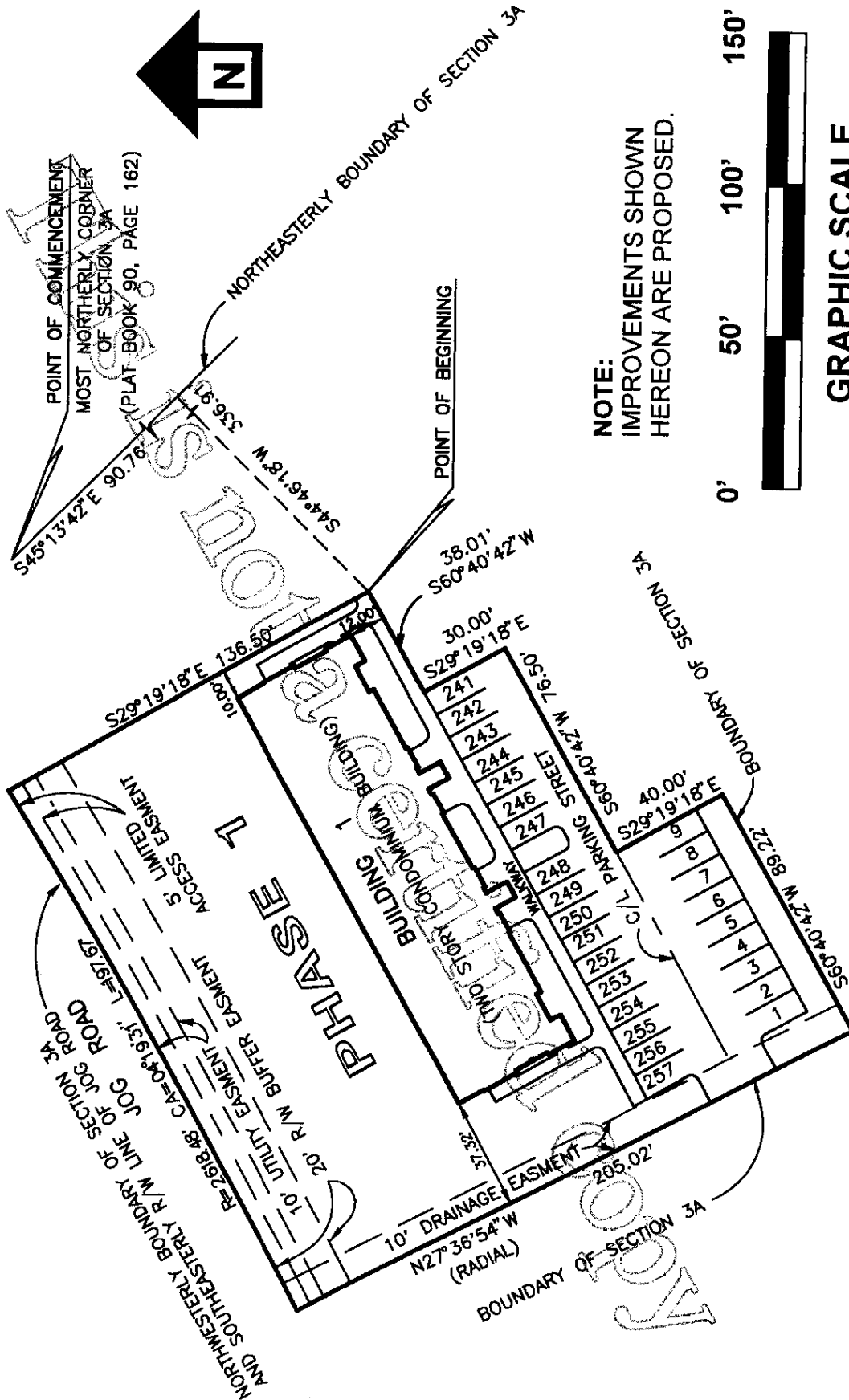
SHEET
4 OF 110

W.O. NO: P220SEC3A
 SCALE: NONE
 FILE: P220SEC3A



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
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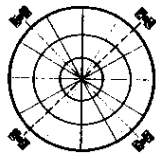
EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 1 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
5 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 1

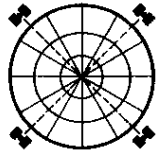
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 90.76 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 336.91 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 60°40'42" WEST, A DISTANCE OF 38.01 FEET; THENCE, SOUTH 29°19'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 60°40'42" WEST, A DISTANCE OF 76.50 FEET; THENCE, SOUTH 29°19'18" EAST, A DISTANCE OF 40.00 FEET TO THE INTERSECTION THEREOF WITH THE BOUNDARY OF SAID SECTION 3A; THENCE, SOUTH 60°40'42" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 89.22 FEET; THENCE, NORTH 27°36'54" WEST, DEPARTING SAID BOUNDARY, A DISTANCE OF 205.02 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID SECTION 3A; SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2618.48 FEET AND WHOSE RADIUS POINT BEARS NORTH 27°36'54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID NORTHWESTERLY BOUNDARY, THROUGH A CENTRAL ANGLE OF 04°19'31", A DISTANCE OF 197.67 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 29°19'18" EAST, DEPARTING SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 136.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,313 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A

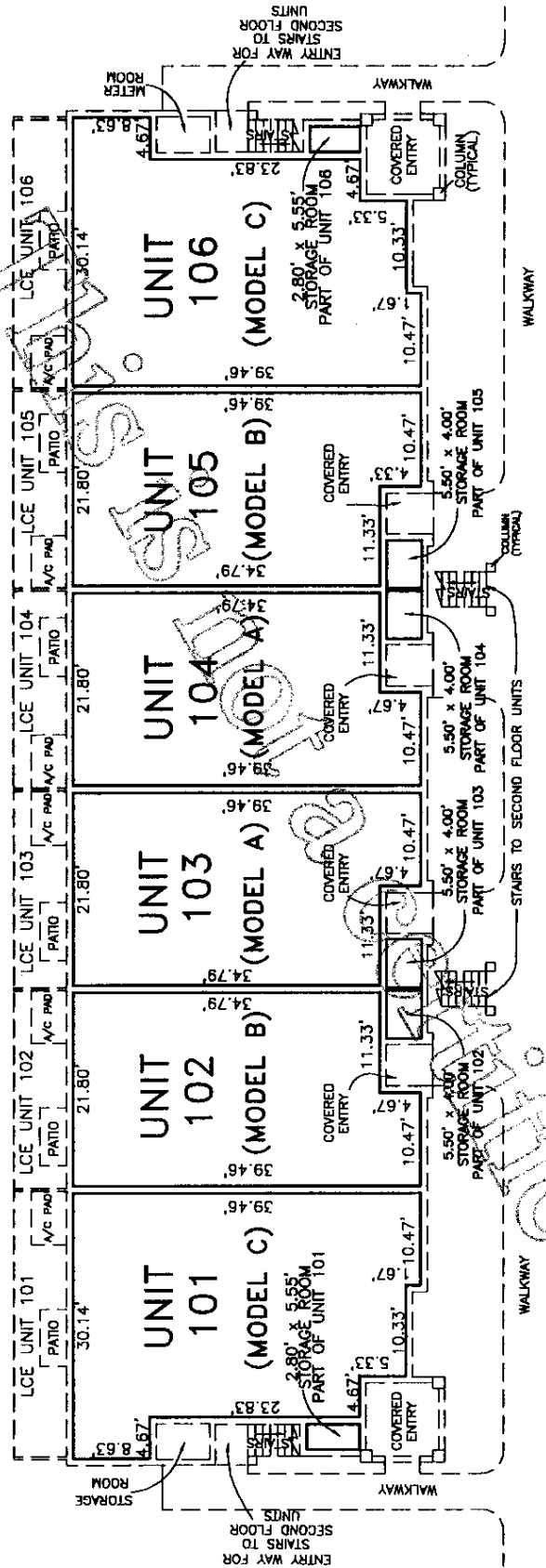
SCALE: NONE

FILE: P220SEC3A

SHEET

6 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 1 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106

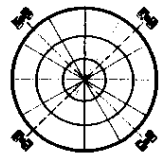


NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

UNIT ELEVATIONS
 UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

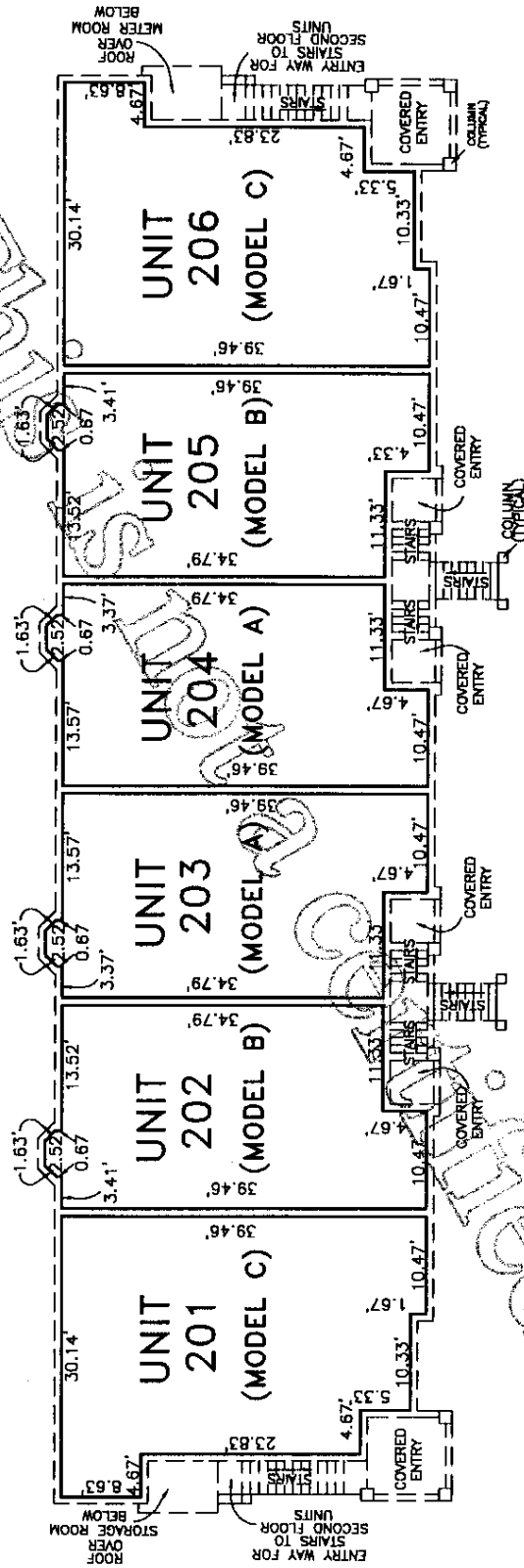


BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 7 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 1 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

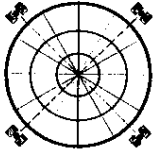
0' 20' 40' 60'



SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO.: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 8 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 2

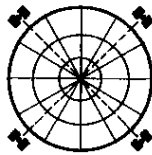
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 106.65 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 151.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 44°46'18" WEST, A DISTANCE OF 17.19 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 17.18 FEET; THENCE, SOUTH 60°40'42" WEST, A DISTANCE OF 83.16 FEET; THENCE, SOUTH 29°19'18" EAST, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 60°40'42" WEST, ALONG THE BOUNDARY OF SAID SECTION 3A AND ITS EASTERLY PROLONGATION, A DISTANCE OF 93.50 FEET; THENCE, NORTH 29°19'18" WEST, DEPARTING SAID BOUNDARY, A DISTANCE OF 40.00 FEET; THENCE, NORTH 60°40'42" EAST, A DISTANCE OF 76.50 FEET; THENCE, NORTH 29°19'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 60°40'42" EAST, A DISTANCE OF 38.01 FEET; THENCE, NORTH 29°19'18" WEST, A DISTANCE OF 136.50 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID SECTION 3A; SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2618.48 FEET AND WHOSE RADIUS POINT BEARS NORTH 31°56'25" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID NORTHWESTERLY BOUNDARY, THROUGH A CENTRAL ANGLE OF 03°15'52", DISTANCE OF 149.19 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 48°15'39" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 45.43 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 71.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 32,160 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A

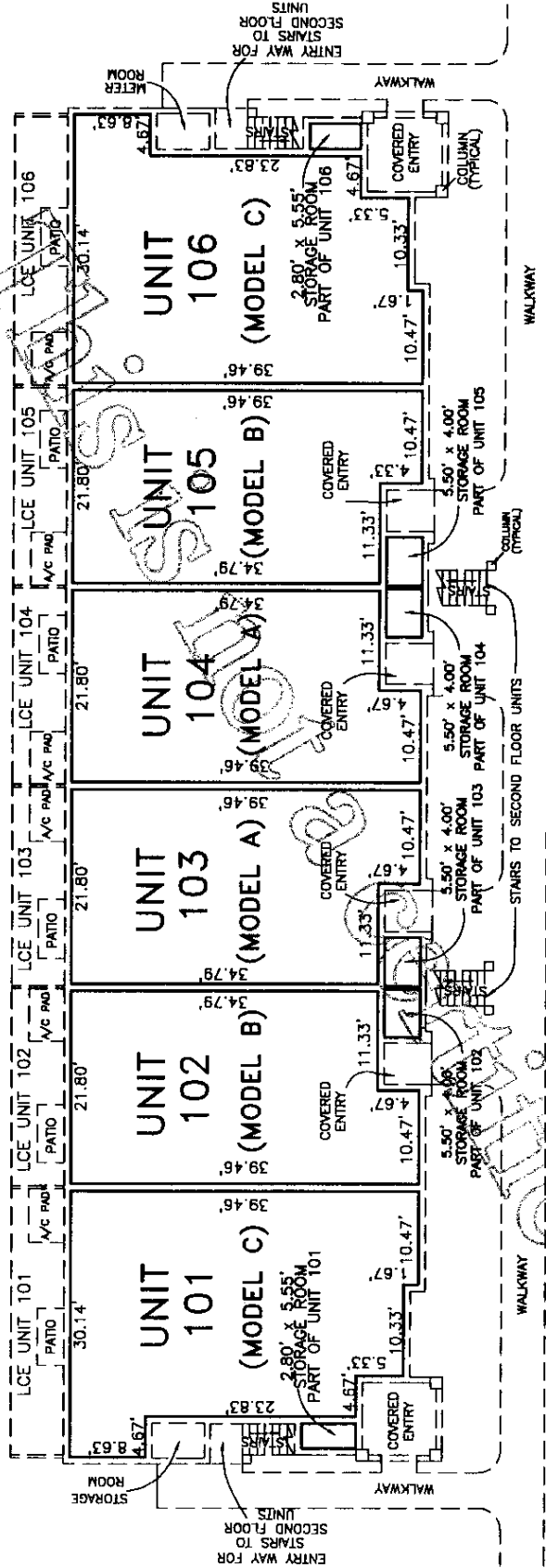
SCALE: NONE

FILE: P220SEC3A

SHEET

10 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 2 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



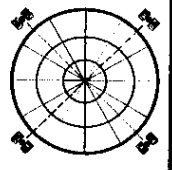
UNIT ELEVATIONS
 UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

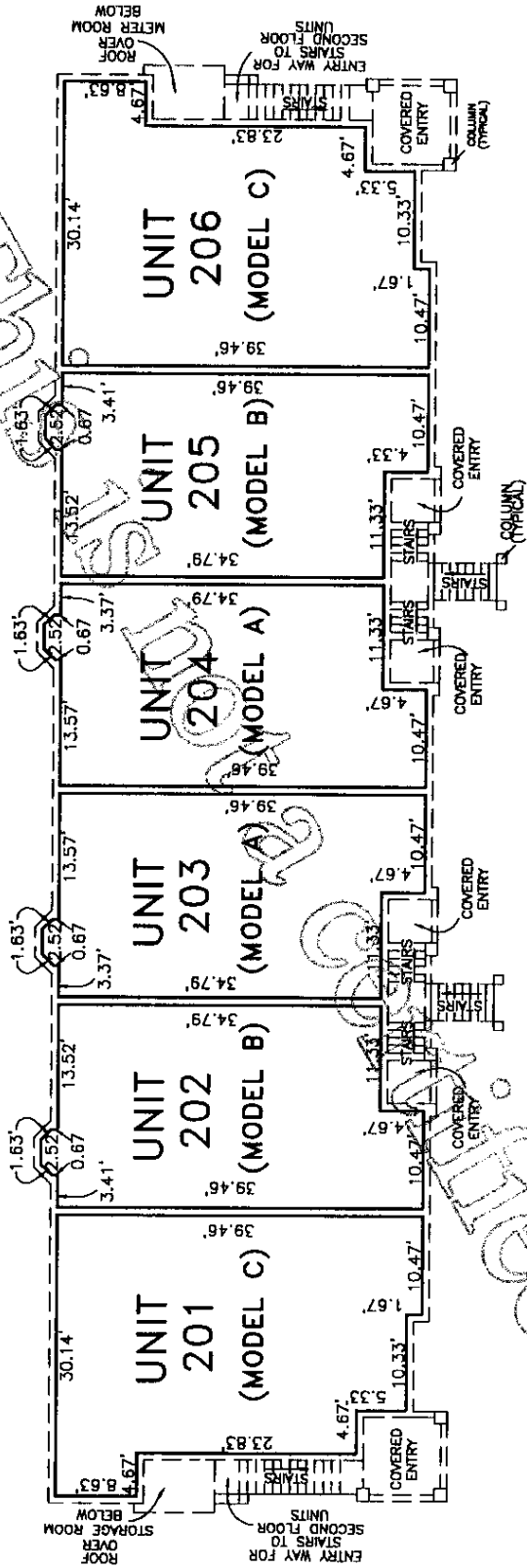
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
11 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 2 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS
 UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

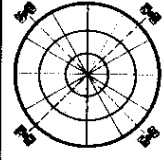
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE
 0' 20' 40' 60'

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 12 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 3

A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

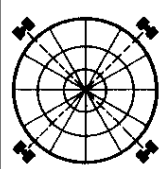
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A, THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 12.08 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 45°13'42" EAST, ALONG SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 207.05 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID BOUNDARY, A DISTANCE OF 91.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 5.62 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 76.86 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 47.19 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 17.19 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 71.65 FEET; THENCE, NORTH 48°15'39" WEST, A DISTANCE OF 45.43 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID TRACT 3A; SAID POINT ALSO BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF JOG ROAD; SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2618.48 FEET AND WHOSE RADIUS POINT BEARS NORTH 35°12'17" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 03°23'35", A DISTANCE OF 155.06 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 30,740 SQUARE FEET, MORE OR LESS.

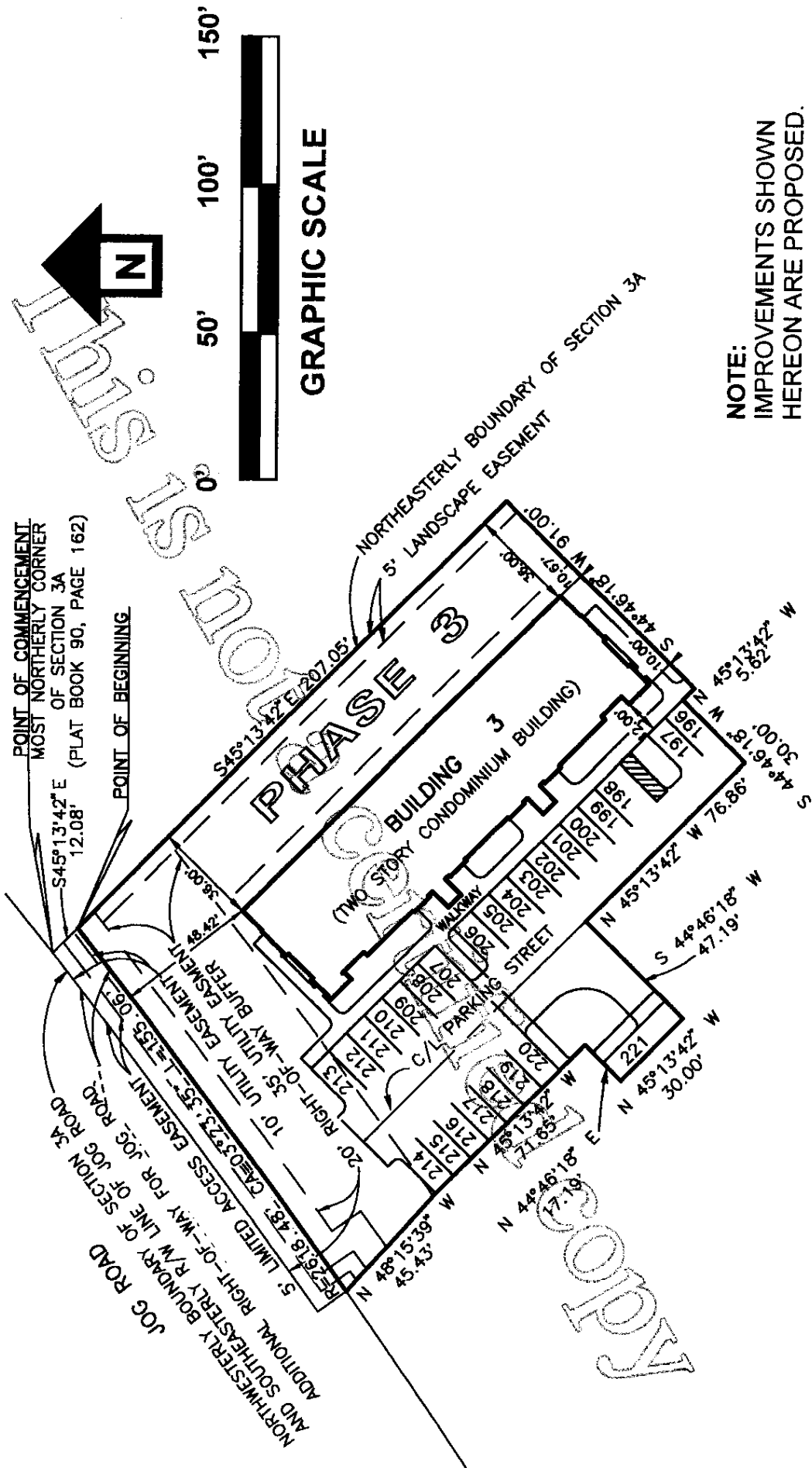
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

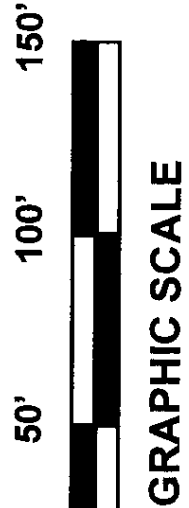


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EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 3 SURVEY AND PLOT PLAN

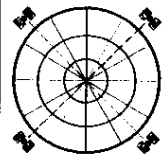


This is not a legal document



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

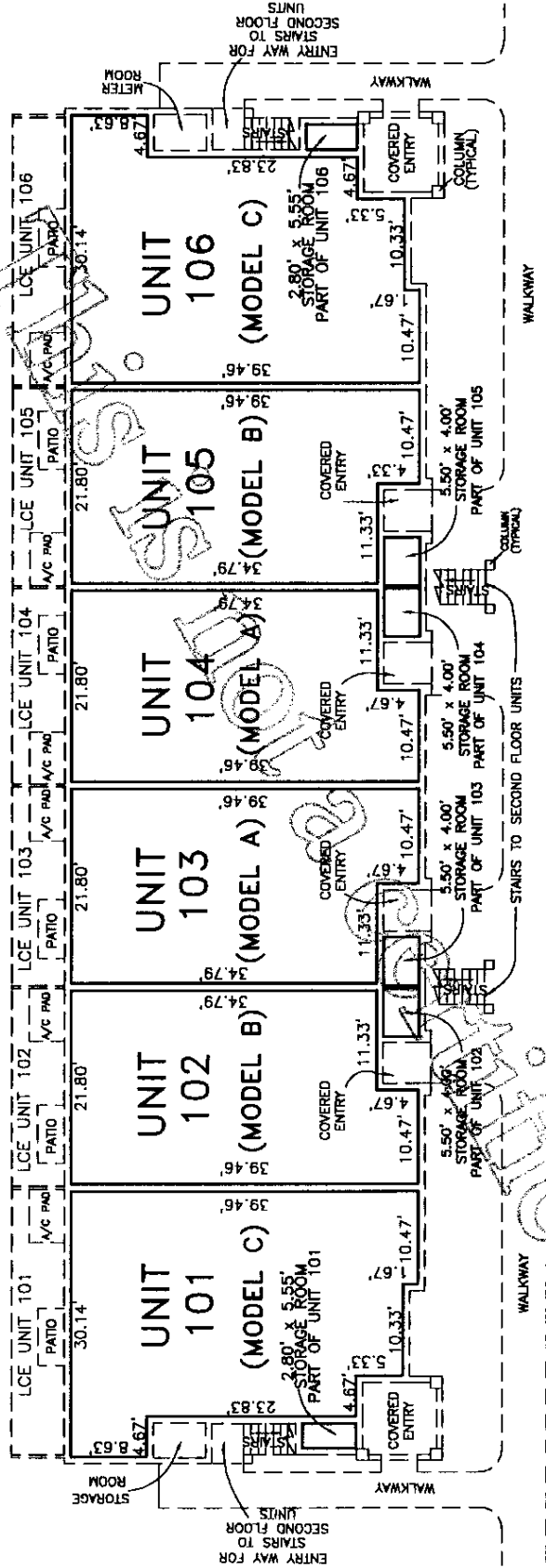
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SCALE: GRAPHIC
FILE: P220SEC3A



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SHEET
13 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 3 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

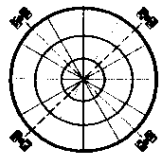
0' 20' 40' 60'



SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

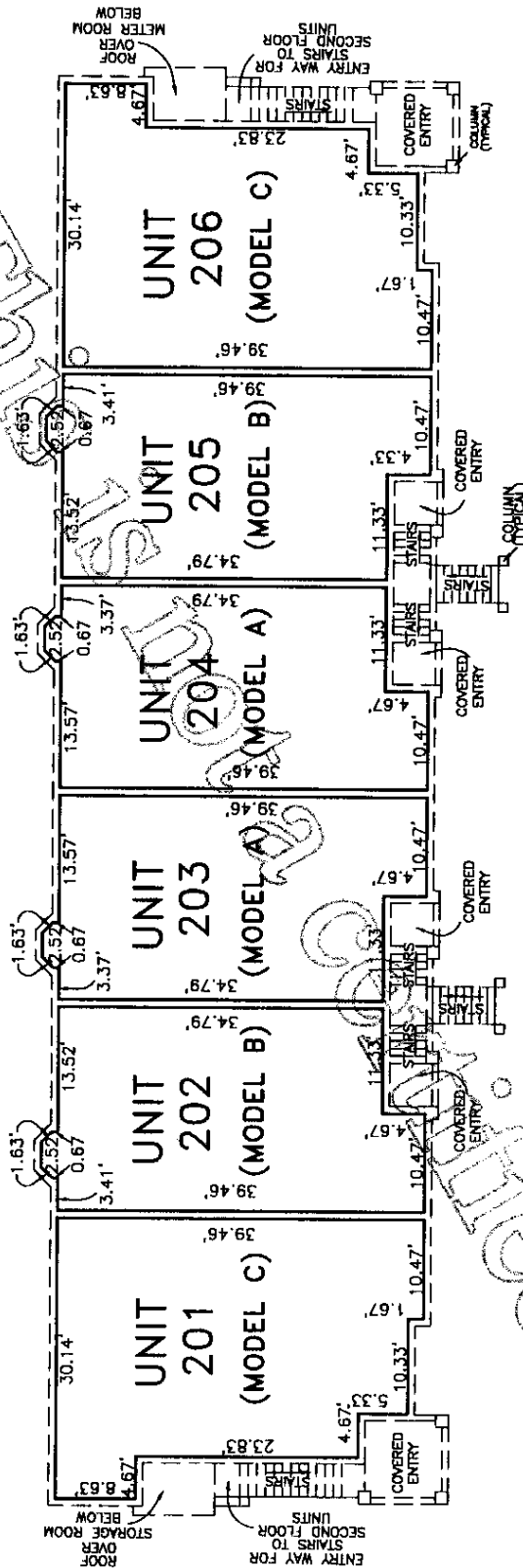
BENCH MARK LAND SURVEYING & MAPPING, INC.
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W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
15 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 3 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



GRAPHIC SCALE
 0' 20' 40' 60'

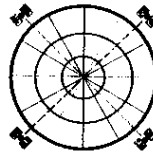
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

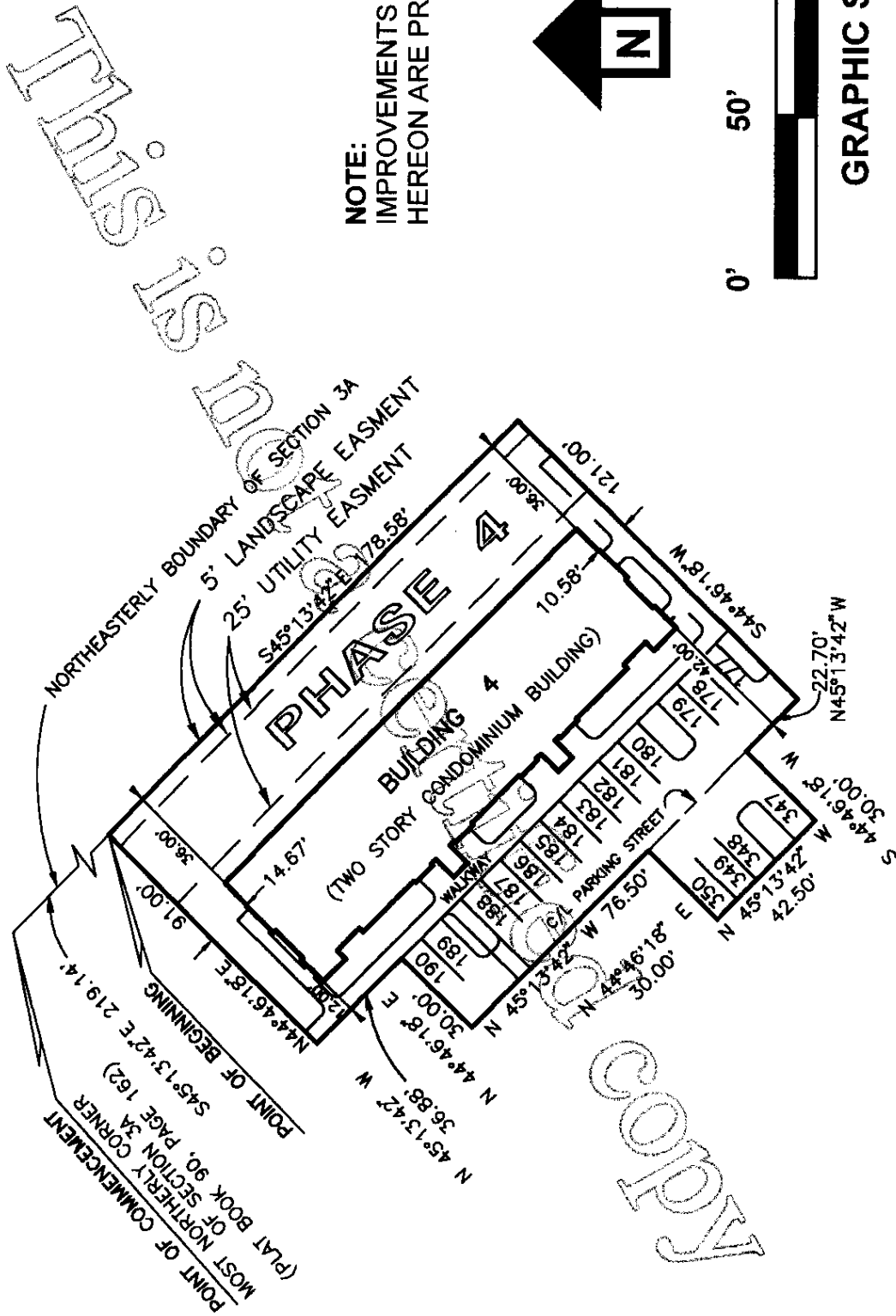


BENCH MARK LAND SURVEYING & MAPPING, INC.
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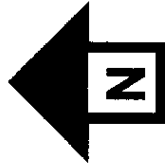
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 FILE: P220SEC3A

SHEET
 16 OF 110

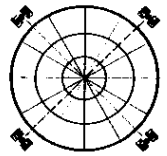
EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 4 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



GRAPHIC SCALE



SHEET
17 OF 110

W.O. NO: P220SEC3A

SCALE: GRAPHIC

FILE: P220SEC3A

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 4

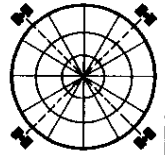
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A, THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 219.14 FEET FOR A **POINT OF BEGINNING**;

THENCE, CONTINUE SOUTH 45°13'42" EAST, ALONG SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 178.58 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 121.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 22.70 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 42.50 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 76.50 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 36.88 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 91.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,777 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



BENCH MARK LAND SURVEYING & MAPPING, INC.
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W.O. NO: P220SEC3A

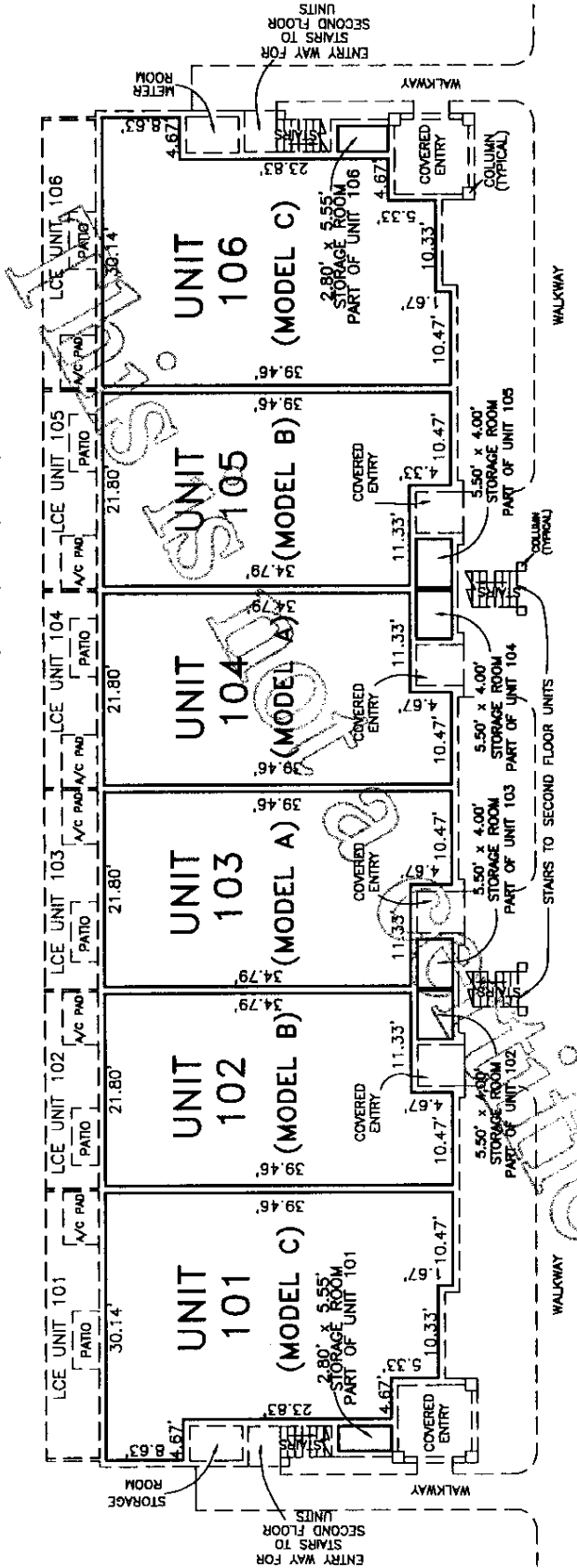
SCALE: NONE

FILE: P220SEC3A

SHEET

18 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 4 - 1ST FLOOR
LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

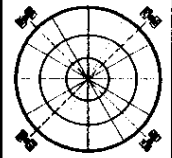
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE
 0' 20' 40' 60'



SURVEYOR'S NOTES

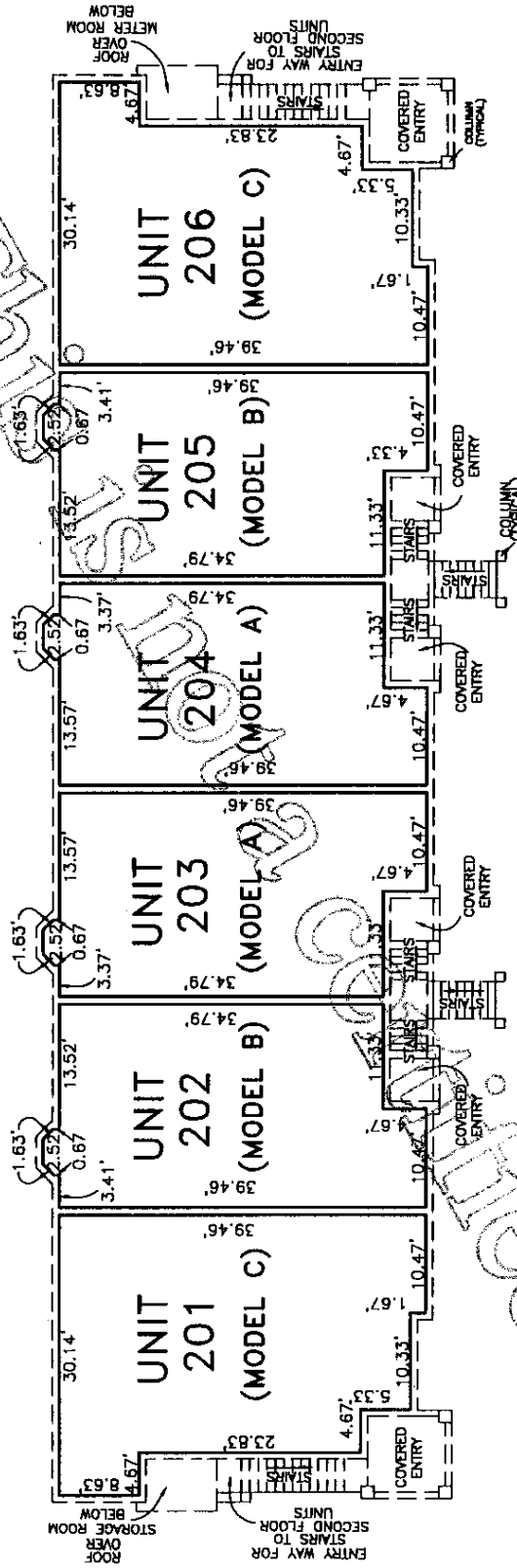
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.



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W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 4 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

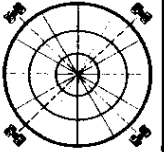
0' 20' 40' 60'



SURVEYOR'S NOTES

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3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

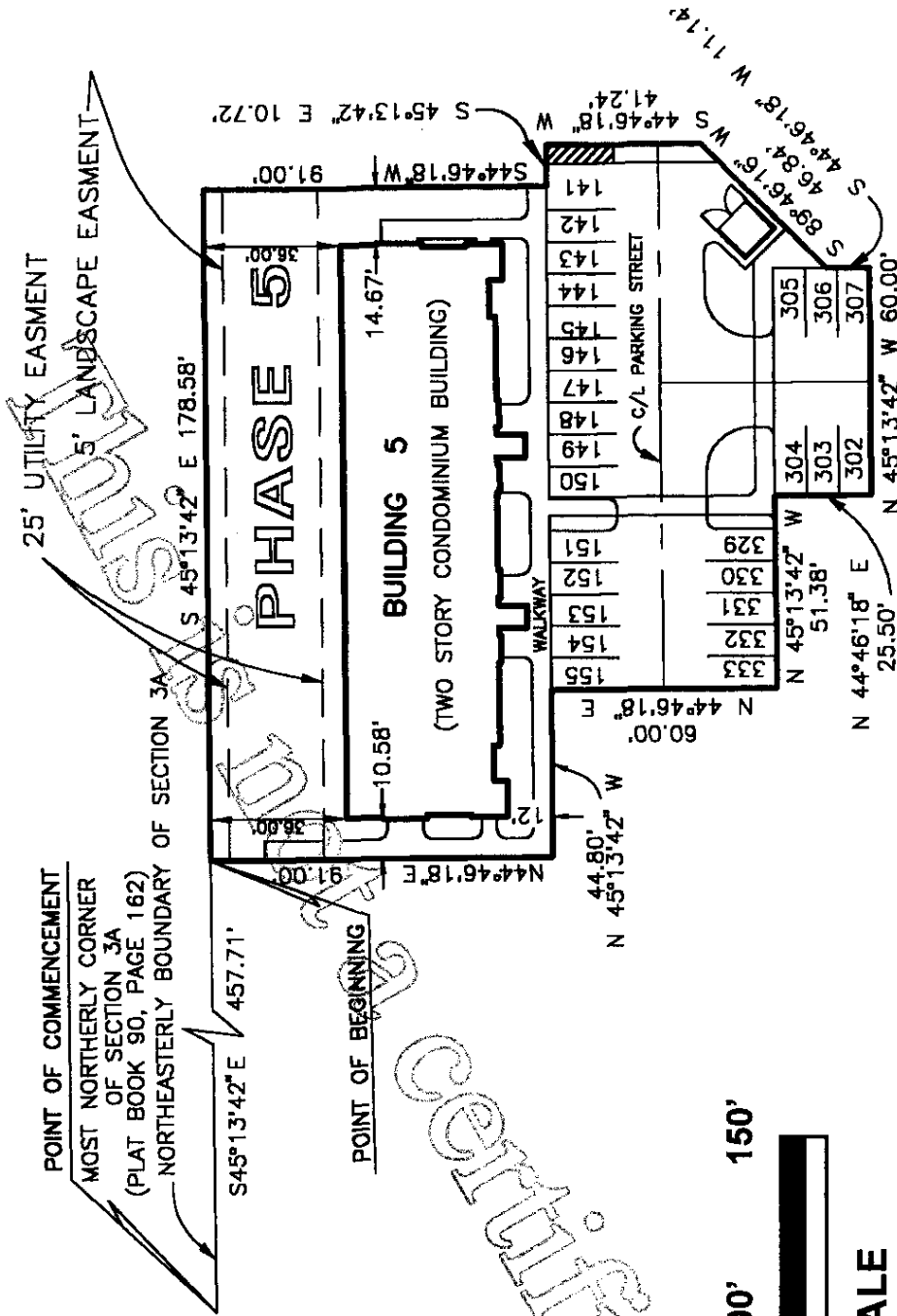
BENCH MARK LAND SURVEYING & MAPPING, INC.
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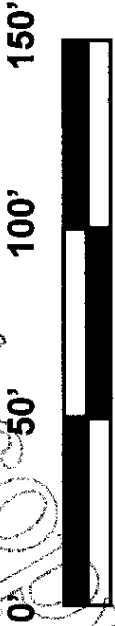
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 FILE: P220SEC3A

SHEET
20 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 5 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
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W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
21 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 5

A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

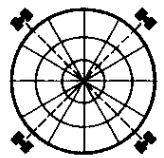
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A, THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 457.71 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 45°13'42" EAST, ALONG SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 178.58 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 91.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 10.72 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 41.24 FEET; THENCE, SOUTH 89°46'16" WEST, A DISTANCE OF 46.84 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 11.14 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 60.00 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 25.50 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 51.38 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 60.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 44.80 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 91.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 26,378 SQUARE FEET, MORE OR LESS.

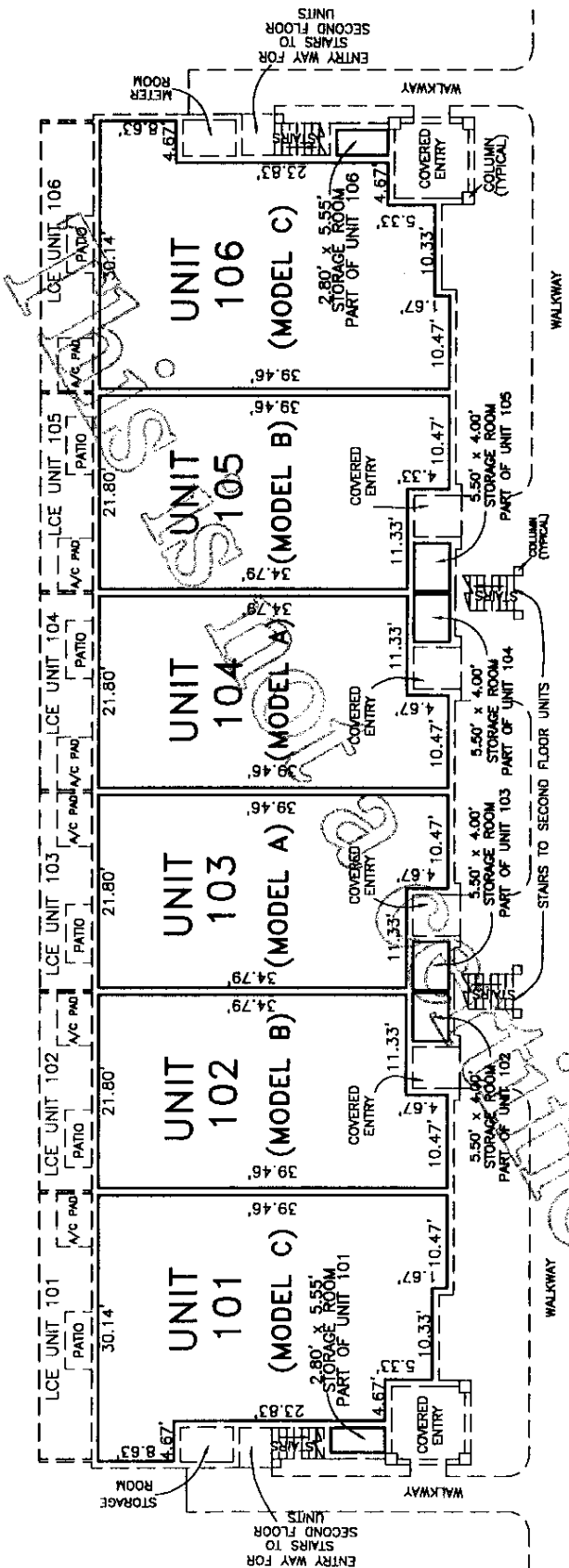
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A



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EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 5 - 1ST FLOOR
LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS
 UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

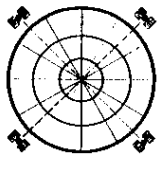
NOTE:
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SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
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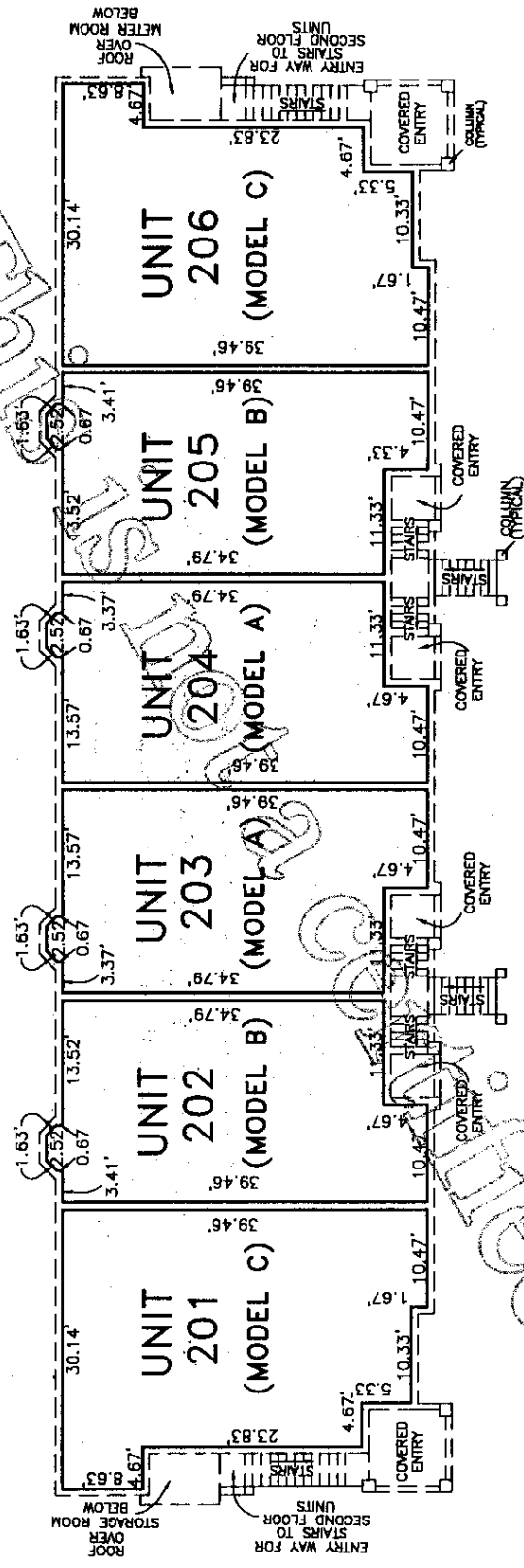
BENCH MARK LAND SURVEYING & MAPPING, INC.
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W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
23 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 5 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS
 UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

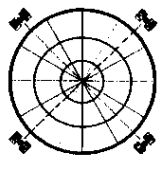
GRAPHIC SCALE
 0' 20' 40' 60'

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

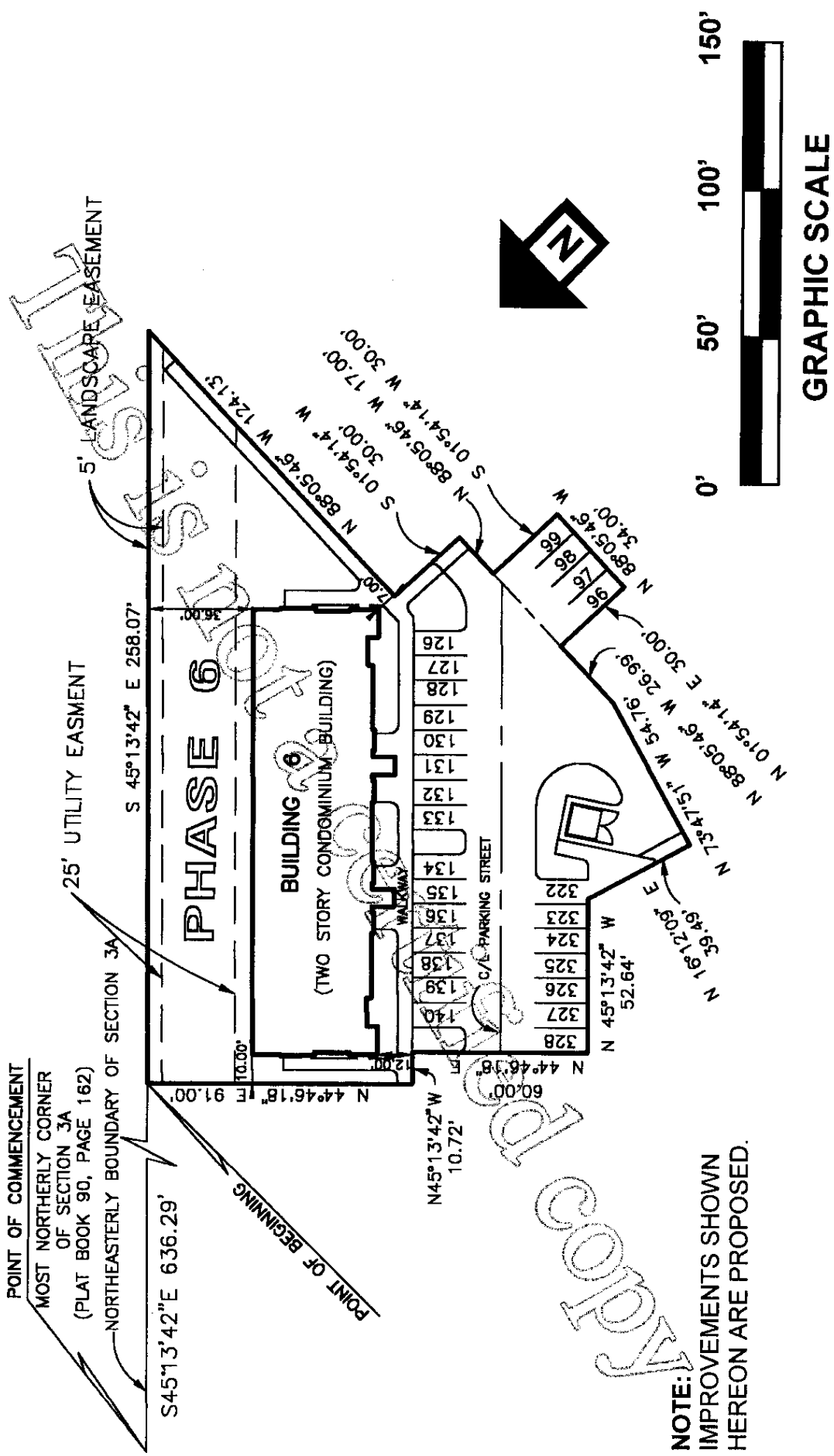
BENCH MARK LAND SURVEYING & MAPPING, INC.
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 SCALE: GRAPHIC
 FILE: P220SEC3A

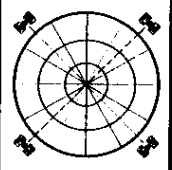


SHEET
24 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 6 SURVEY AND PLOT PLAN



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

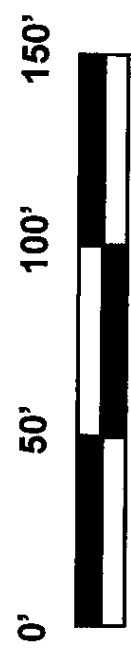


EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 6

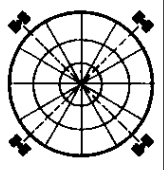
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 636.29 FEET FOR A **POINT OF BEGINNING**;

THENCE, CONTINUE SOUTH 45°13'42" EAST, ALONG SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 258.07 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 124.13 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 17.00 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 34.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 26.99 FEET; THENCE, NORTH 73°47'51" WEST, A DISTANCE OF 54.76 FEET; THENCE, NORTH 16°12'09" EAST, A DISTANCE OF 39.49 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 52.64 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 60.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 10.72 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 91.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 30,917 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



BENCH MARK LAND SURVEYING & MAPPING, INC.
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W.O. NO: P220SEC3A

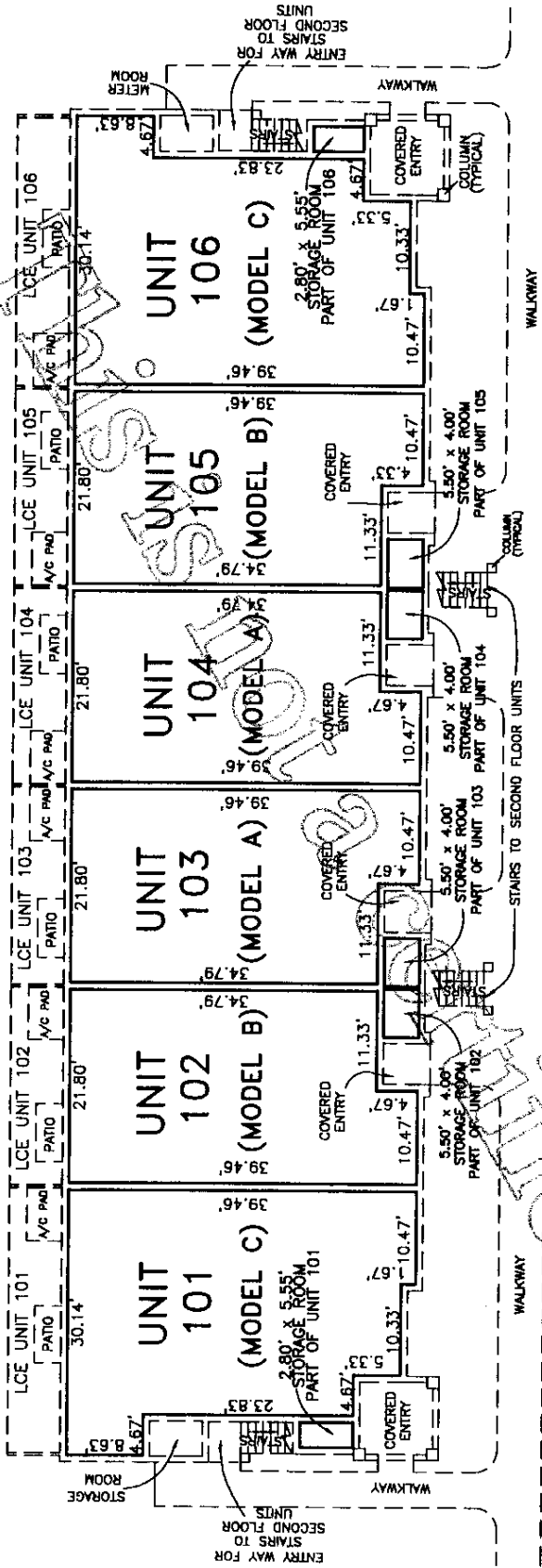
SCALE: NONE

FILE: P220SEC3A

SHEET

26 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 6 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

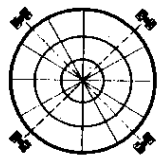
0' 20' 40' 60'



SURVEYOR'S NOTES

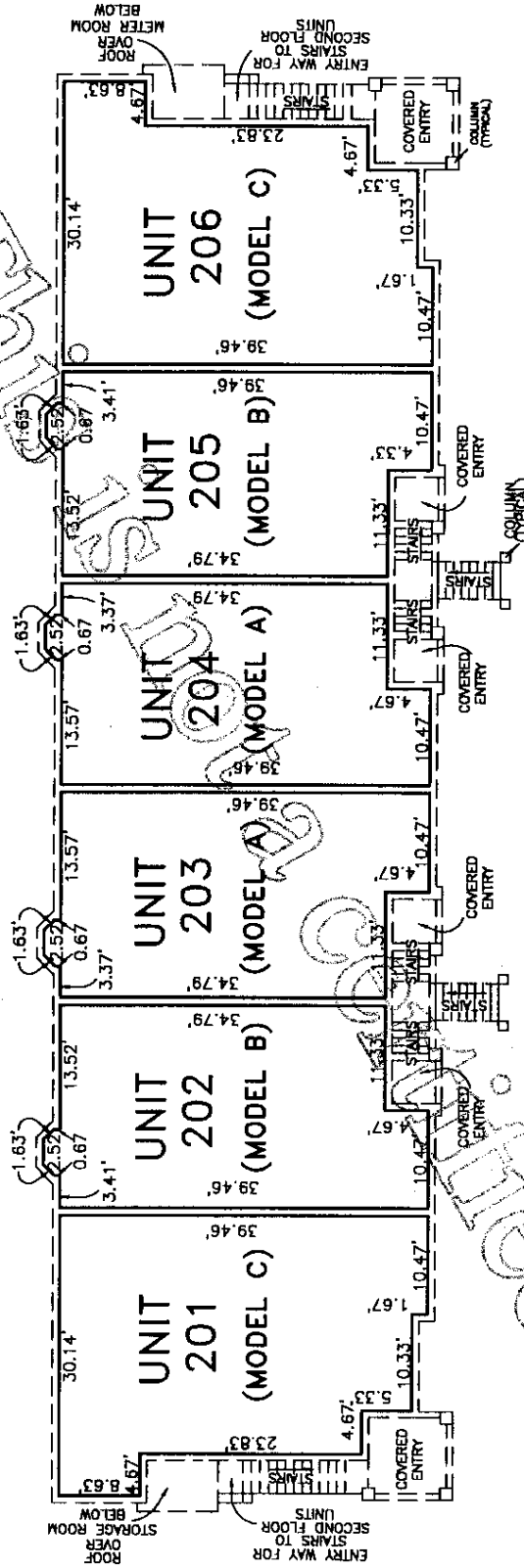
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 6 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

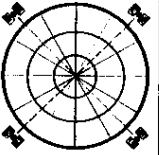
0' 20' 40' 60'



SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

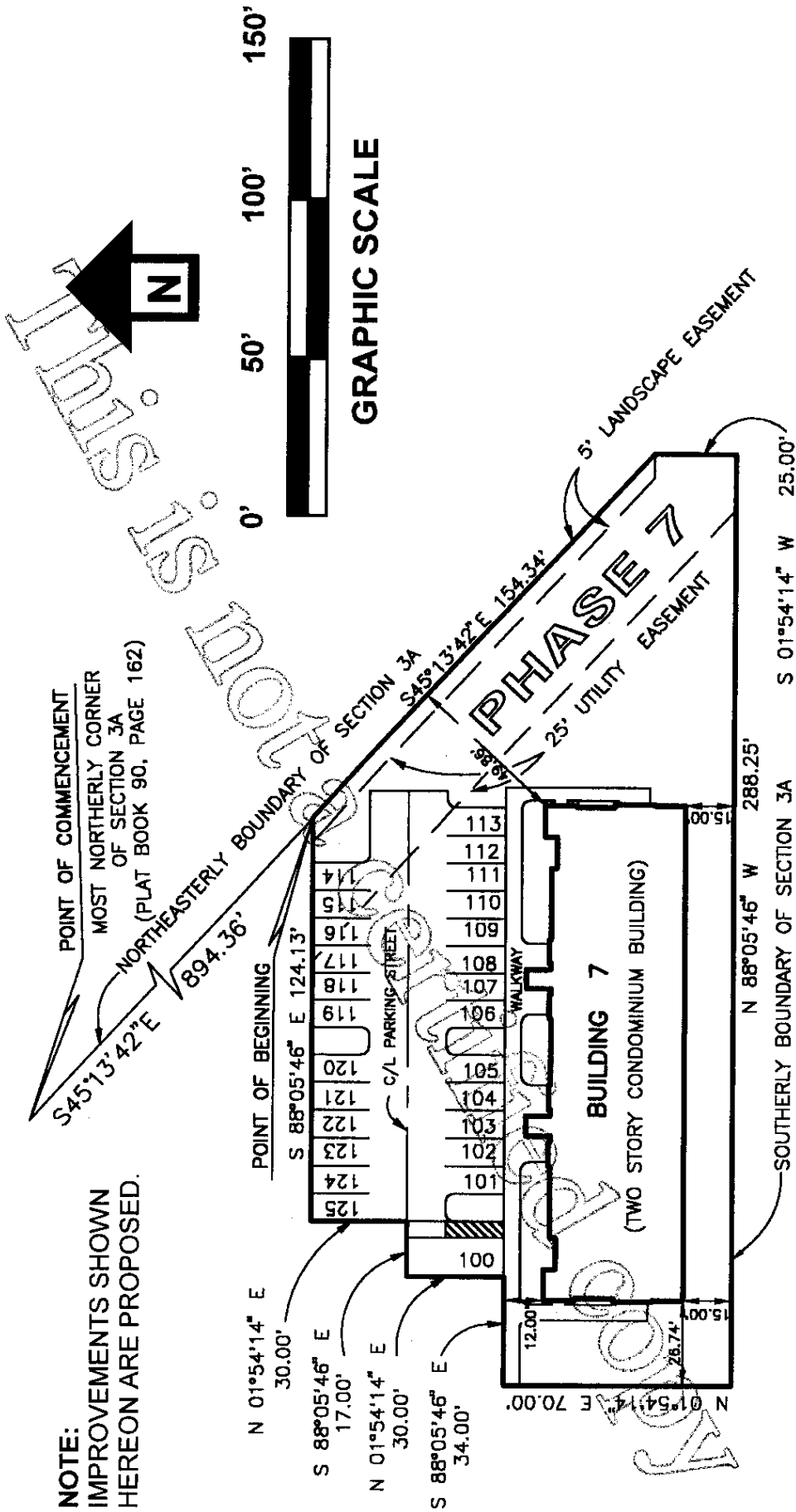


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 SCALE: GRAPHIC
 FILE: P220SEC3A

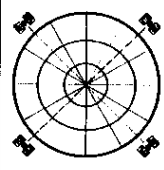
SHEET
28 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 7 SURVEY AND PLOT PLAN

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 7

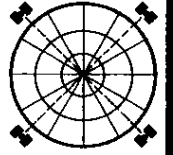
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 894.36 FEET FOR A **POINT OF BEGINNING**;

THENCE, CONTINUE SOUTH 45°13'42" EAST, ALONG SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 154.34 FEET; THENCE, SOUTH 01°54'14" WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 25.00 FEET; THENCE, NORTH 88°05'46" WEST, ALONG THE SOUTHERLY BOUNDARY OF SECTION 3A, A DISTANCE OF 288.25 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 70.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 34.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 17.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 124.13 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 28,984 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



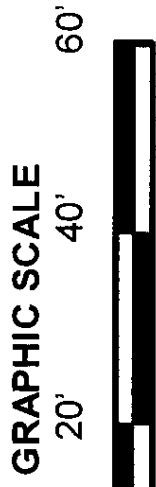
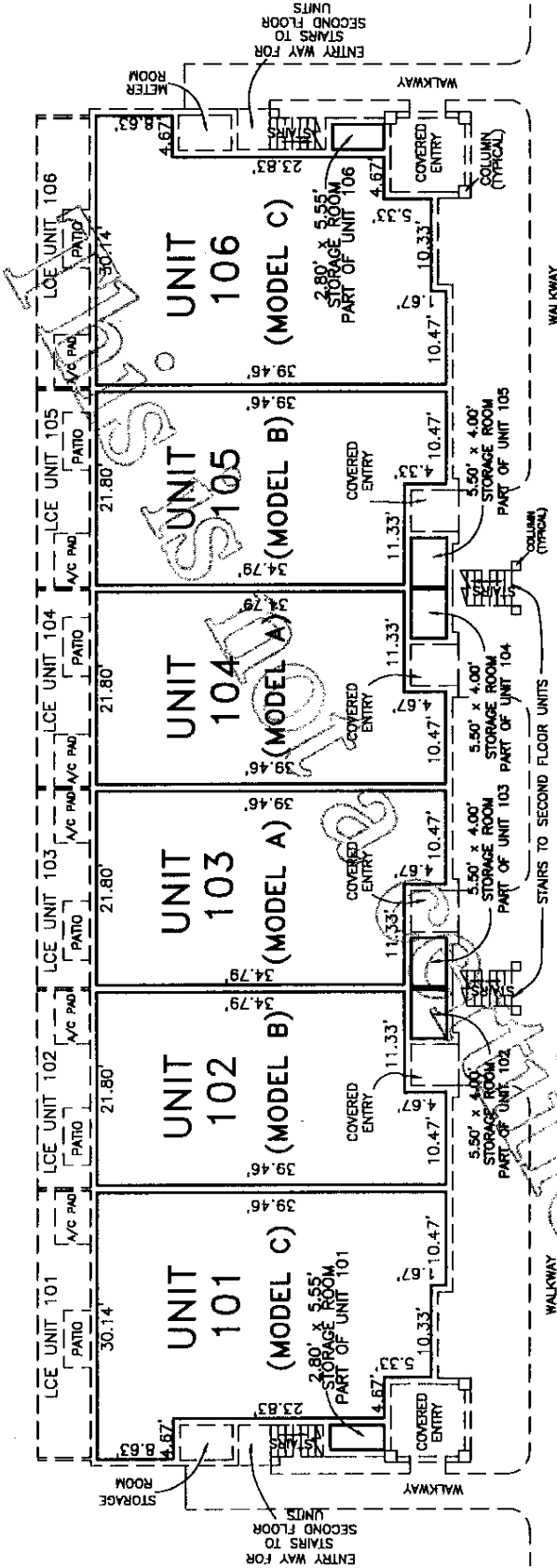
W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
30 OF 110

BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

Copy

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 7 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106

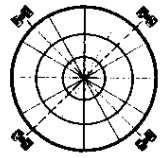


NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

UNIT ELEVATIONS
 UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

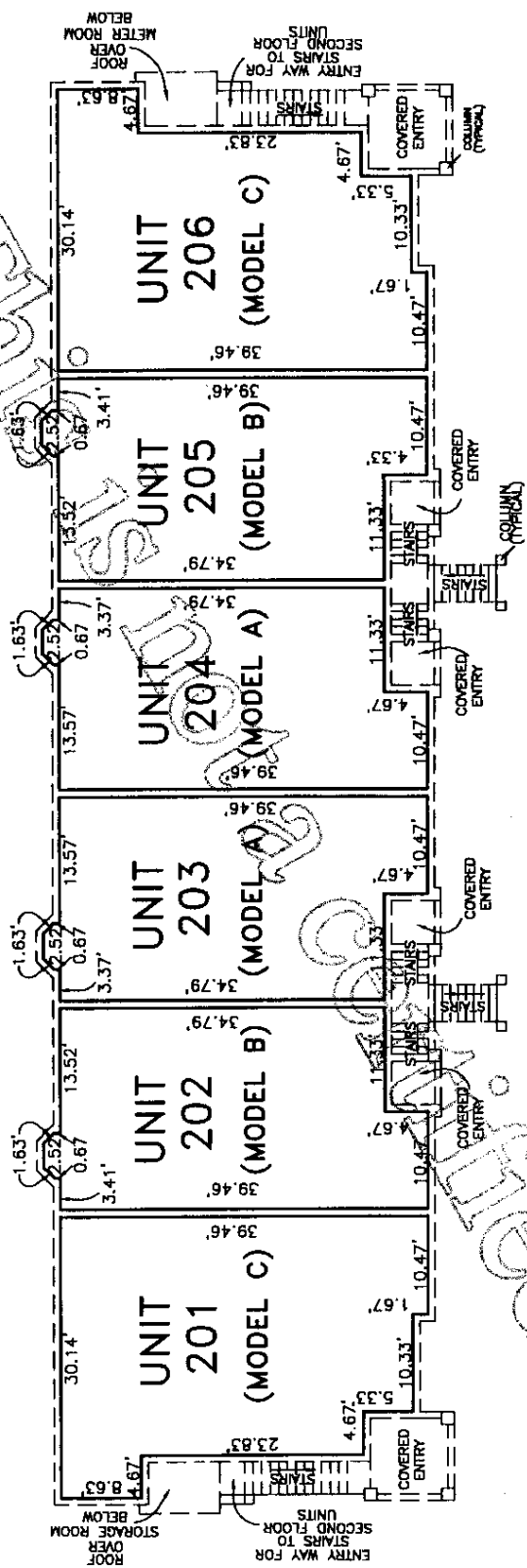


BENCH MARK LAND SURVEYING & MAPPING, INC.
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W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
31 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 7 - 2ND FLOOR
LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



GRAPHIC SCALE
 0' 20' 40' 60'

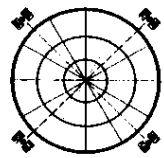
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

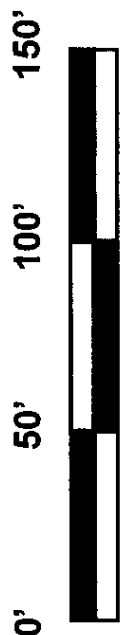
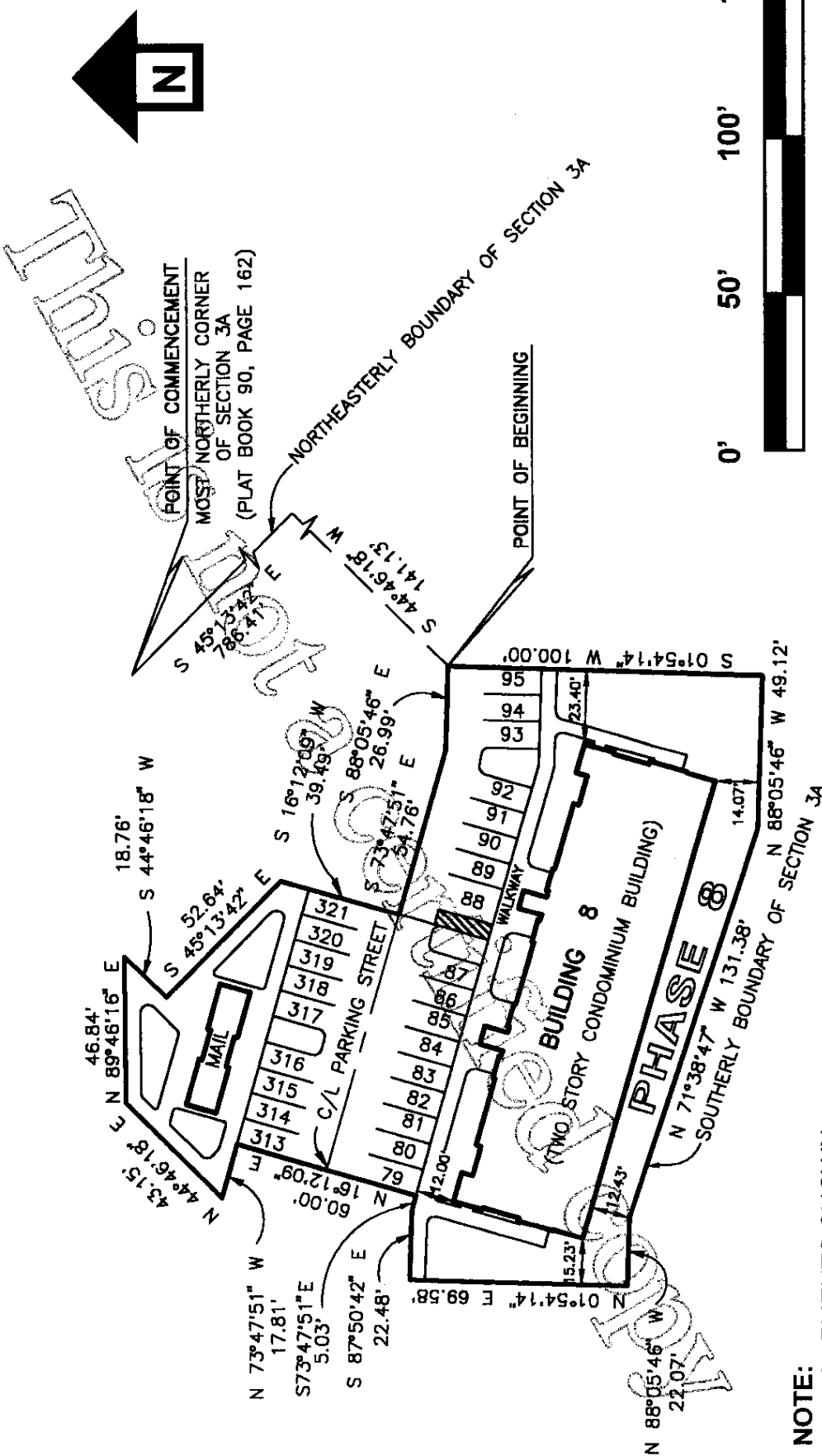


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 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
32 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 8 SURVEY AND PLOT PLAN

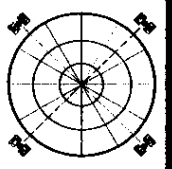


GRAPHIC SCALE

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SHEET
33 OF 110

W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 8

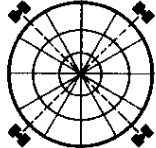
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A, THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 786.41 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 141.13 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 100.00 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID SECTION 3A; THENCE, NORTH 88°05'46" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 49.12 FEET; THENCE, NORTH 71°38'47" WEST, CONTINUING ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 131.38 FEET; THENCE, NORTH 88°05'46" WEST, CONTINUING ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 22.07 FEET; THENCE, NORTH 01°54'14" EAST, DEPARTING SAID SOUTHERLY BOUNDARY, A DISTANCE OF 69.58 FEET; THENCE, SOUTH 87°50'42" EAST, A DISTANCE OF 22.48 FEET; THENCE, SOUTH 73°47'51" EAST, A DISTANCE OF 5.03 FEET; THENCE, NORTH 16°12'09" EAST, A DISTANCE OF 60.00 FEET; THENCE, NORTH 73°47'51" WEST, A DISTANCE OF 17.81 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 43.15 FEET; THENCE, NORTH 89°46'16" EAST, A DISTANCE OF 46.84 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 18.76 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 52.64 FEET; THENCE, SOUTH 16°12'09" WEST, A DISTANCE OF 39.49 FEET; THENCE, SOUTH 73°47'51" EAST, A DISTANCE OF 54.76 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 26.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 24,796 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD. —SUITE 121, RIVIERA BEACH, FLORIDA 33404
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W.O. NO: P220SEC3A

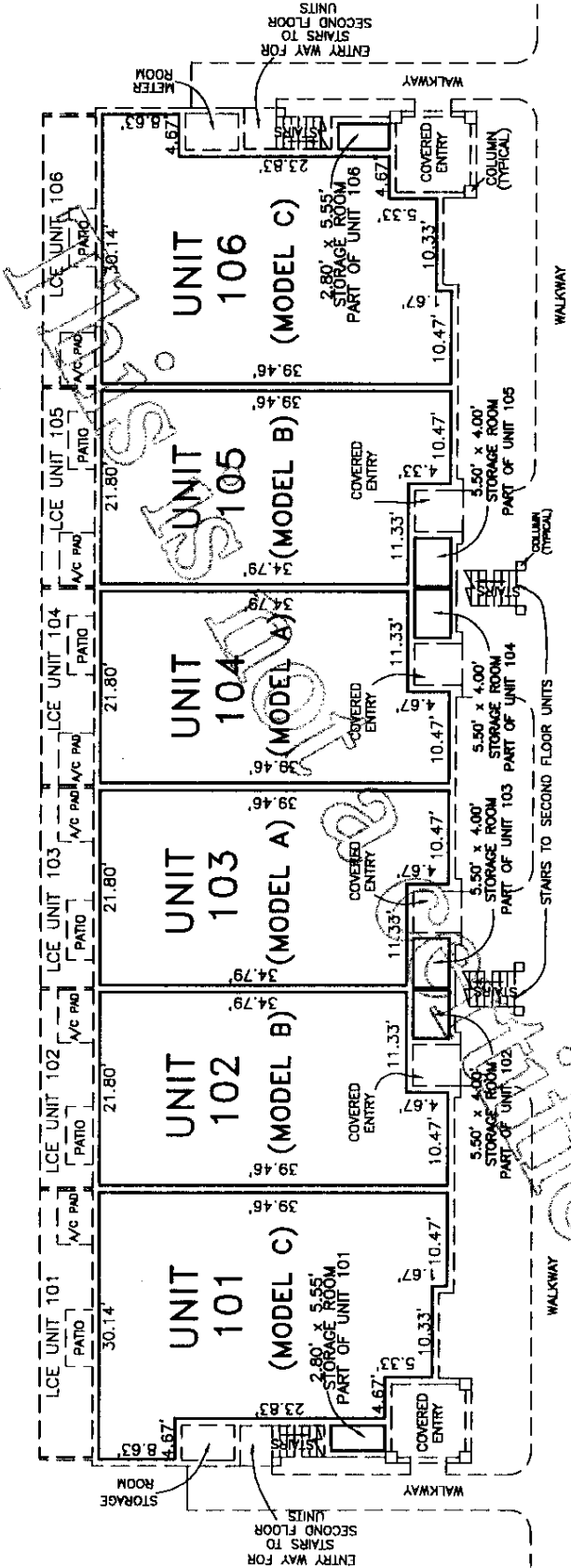
SCALE: NONE

FILE: P220SEC3A

SHEET

34 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 8 - 1ST FLOOR
LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

0' 20' 40' 60'

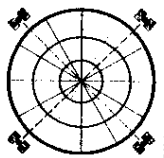


SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

BENCH MARK LAND SURVEYING & MAPPING, INC.

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 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A

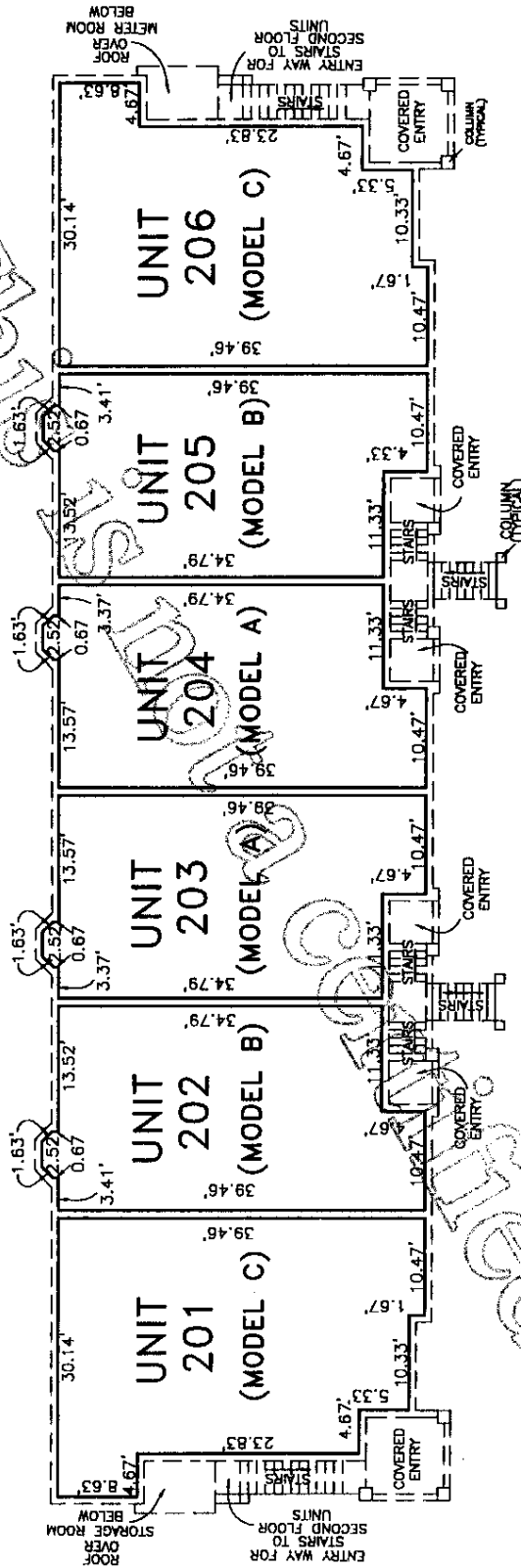
SCALE: GRAPHIC

FILE: P220SEC3A

SHEET

35 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 8 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



GRAPHIC SCALE

0' 20' 40' 60'

NOTE:
IMPROVEMENTS SHOWN
HEREON ARE PROPOSED.

UNIT ELEVATIONS

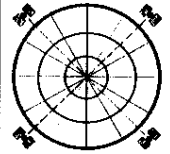
UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
LOWER LIMIT ELEVATION: 29.85

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

BENCH MARK LAND SURVEYING & MAPPING, INC.
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 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

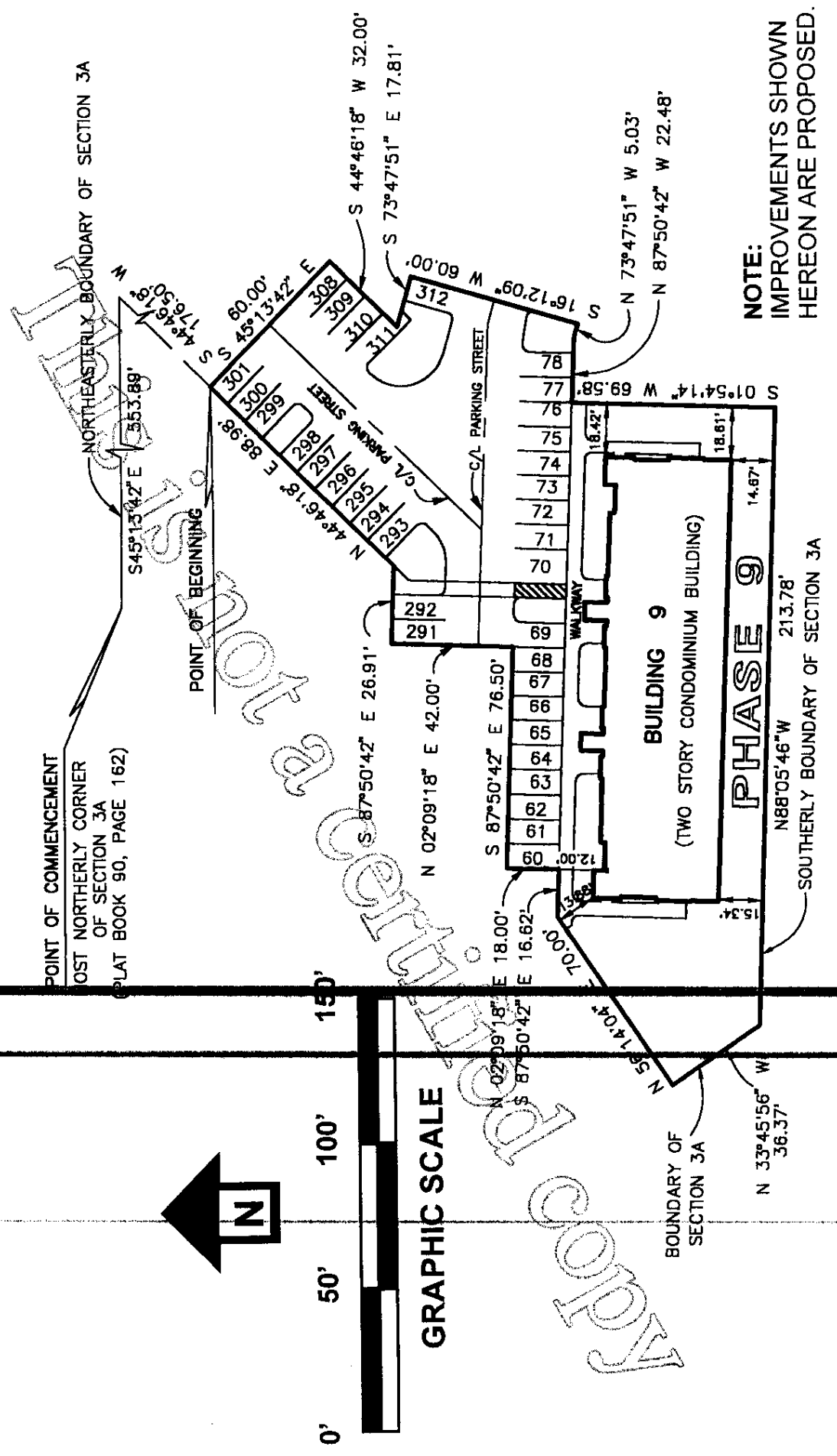
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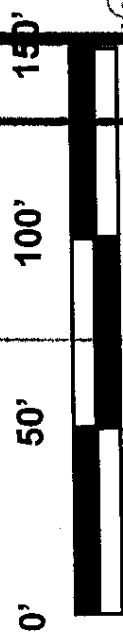
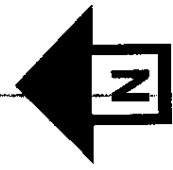
SHEET

36 OF 110

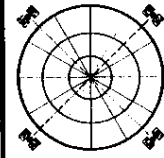
EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 9 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



GRAPHIC SCALE



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
37 OF 110

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9559 E-MAIL: BMLSM@AOL.COM

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 9

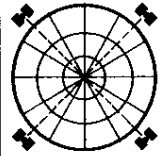
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; **THENCE**, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 553.89 FEET; **THENCE**, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 176.50 FEET FOR A **POINT OF BEGINNING**;

THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 60.00 FEET; **THENCE**, SOUTH 44°46'18" WEST, A DISTANCE OF 32.00 FEET; **THENCE**, SOUTH 73°47'51" EAST, A DISTANCE OF 17.84 FEET; **THENCE**, SOUTH 16°12'09" WEST, A DISTANCE OF 60.00 FEET; **THENCE**, NORTH 73°47'51" WEST, A DISTANCE OF 5.03 FEET; **THENCE**, NORTH 87°50'42" WEST, A DISTANCE OF 22.48 FEET; **THENCE**, SOUTH 01°54'14" WEST, A DISTANCE OF 69.58 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY BOUNDARY OF SAID SECTION 3A; **THENCE**, NORTH 88°05'46" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 213.78 FEET; **THENCE**, NORTH 33°45'56" WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 36.37 FEET; **THENCE**, NORTH 56°14'04" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 70.00 FEET; **THENCE**, SOUTH 87°50'42" EAST, A DISTANCE OF 16.62 FEET; **THENCE**, NORTH 02°09'18" EAST, A DISTANCE OF 18.00 FEET; **THENCE**, SOUTH 87°50'42" EAST, A DISTANCE OF 76.50 FEET; **THENCE**, NORTH 02°09'18" EAST, A DISTANCE OF 42.00 FEET; **THENCE**, SOUTH 87°50'42" EAST, A DISTANCE OF 26.91 FEET; **THENCE**, NORTH 44°46'18" EAST, A DISTANCE OF 88.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 27,250 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

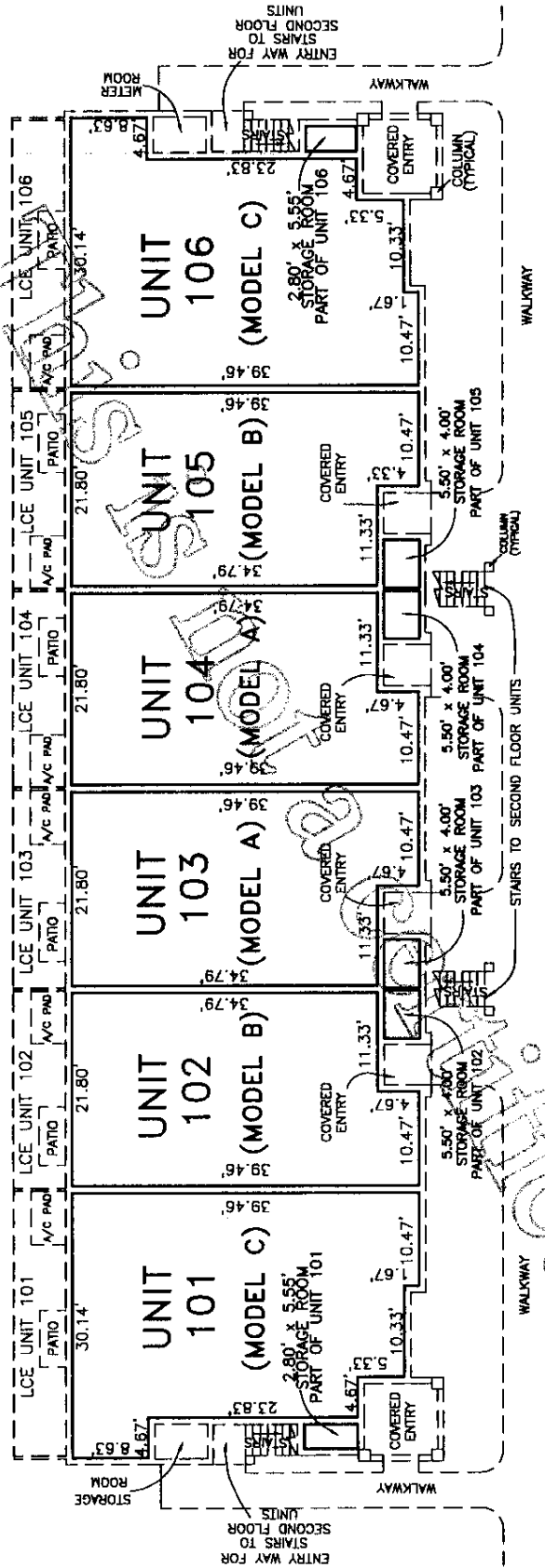


W.O. NO: P220SEC3A
 SCALE: NONE
 FILE: P220SEC3A

SHEET
38 OF 110

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 9 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

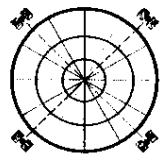
0' 20' 40' 60'



SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

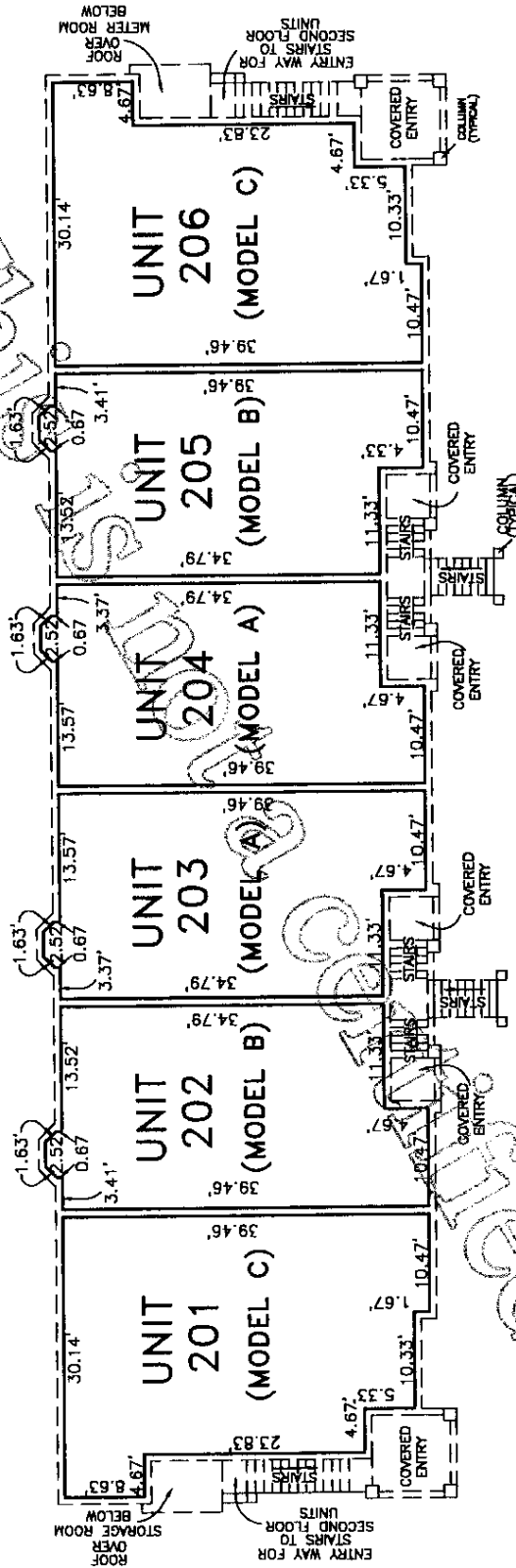
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
39 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 PHASE 9 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



GRAPHIC SCALE



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

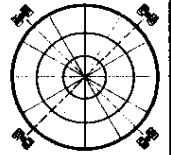
SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

W.O. NO: P220SEC3A

SCALE: GRAPHIC

FILE: P220SEC3A



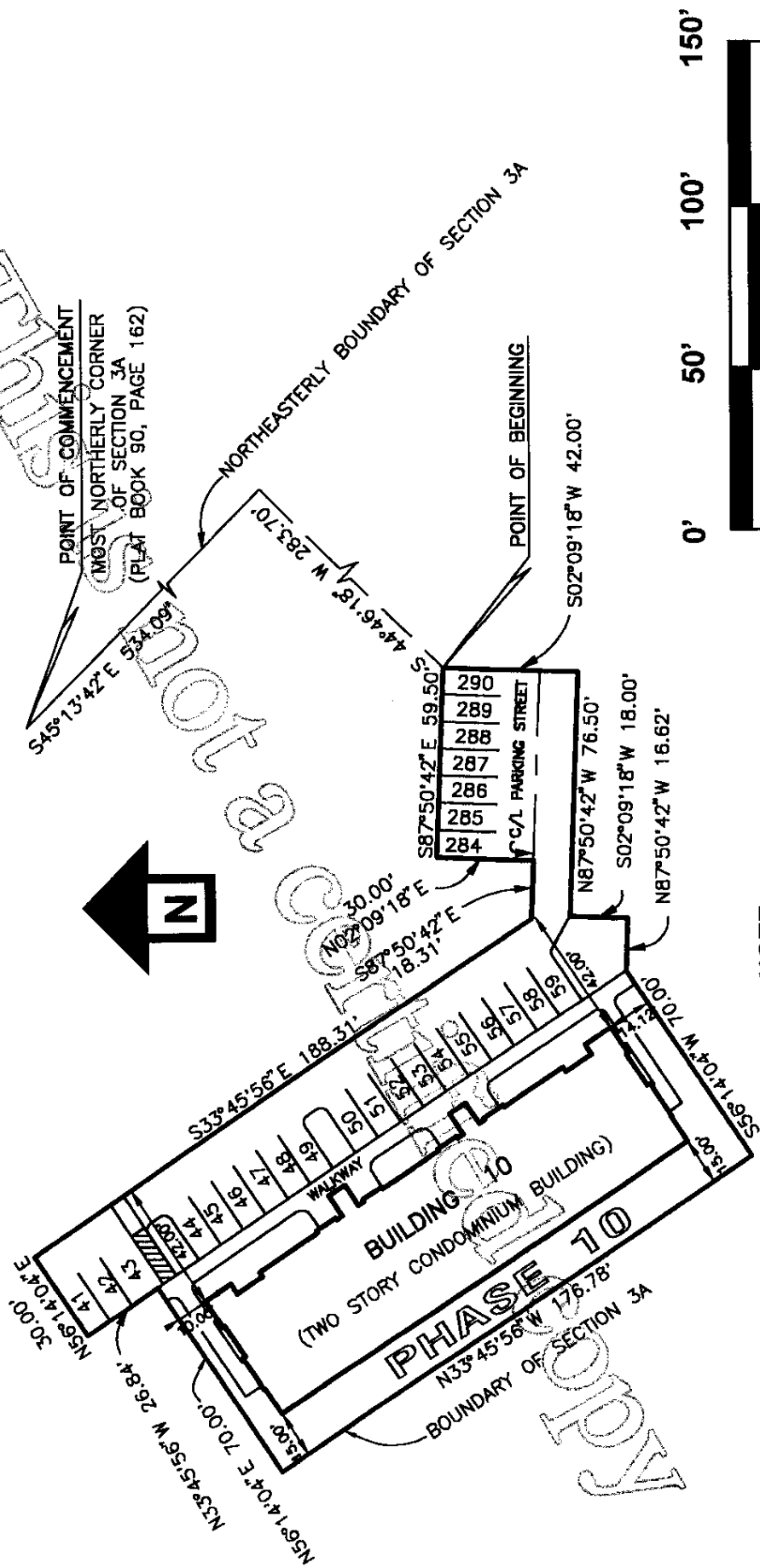
BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

SHEET

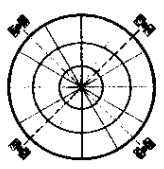
40 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 10 SURVEY AND PLOT PLAN



GRAPHIC SCALE

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



SHEET
41 OF 110

W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 10

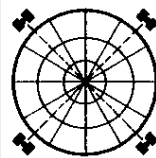
A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; **THENCE**, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 534.09 FEET; **THENCE**, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 283.70 FEET FOR A **POINT OF BEGINNING**;

THENCE, SOUTH 02°09'18" WEST, A DISTANCE OF 42.00 FEET; **THENCE**, NORTH 87°50'42" WEST, A DISTANCE OF 76.50 FEET; **THENCE**, SOUTH 02°09'18" WEST, A DISTANCE OF 18.00 FEET; **THENCE**, NORTH 87°50'42" WEST, A DISTANCE OF 16.62 FEET; **THENCE**, SOUTH 56°14'04" WEST, A DISTANCE OF 70.00 FEET TO THE INTERSECTION THEREOF WITH THE BOUNDARY OF SAID SECTION 3A; **THENCE**, NORTH 33°45'56" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 176.78 FEET; **THENCE**, NORTH 56°14'04" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 70.00 FEET; **THENCE**, NORTH 33°45'56" WEST, A DISTANCE OF 26.84 FEET; **THENCE**, NORTH 56°14'04" EAST, A DISTANCE OF 30.00 FEET; **THENCE**, SOUTH 33°45'56" EAST, A DISTANCE OF 188.31 FEET; **THENCE**, SOUTH 87°50'42" EAST, A DISTANCE OF 18.31 FEET; **THENCE**, NORTH 02°09'18" EAST, A DISTANCE OF 30.00 FEET; **THENCE**, SOUTH 87°50'42" EAST, A DISTANCE OF 59.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,225 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

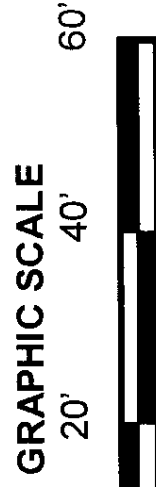
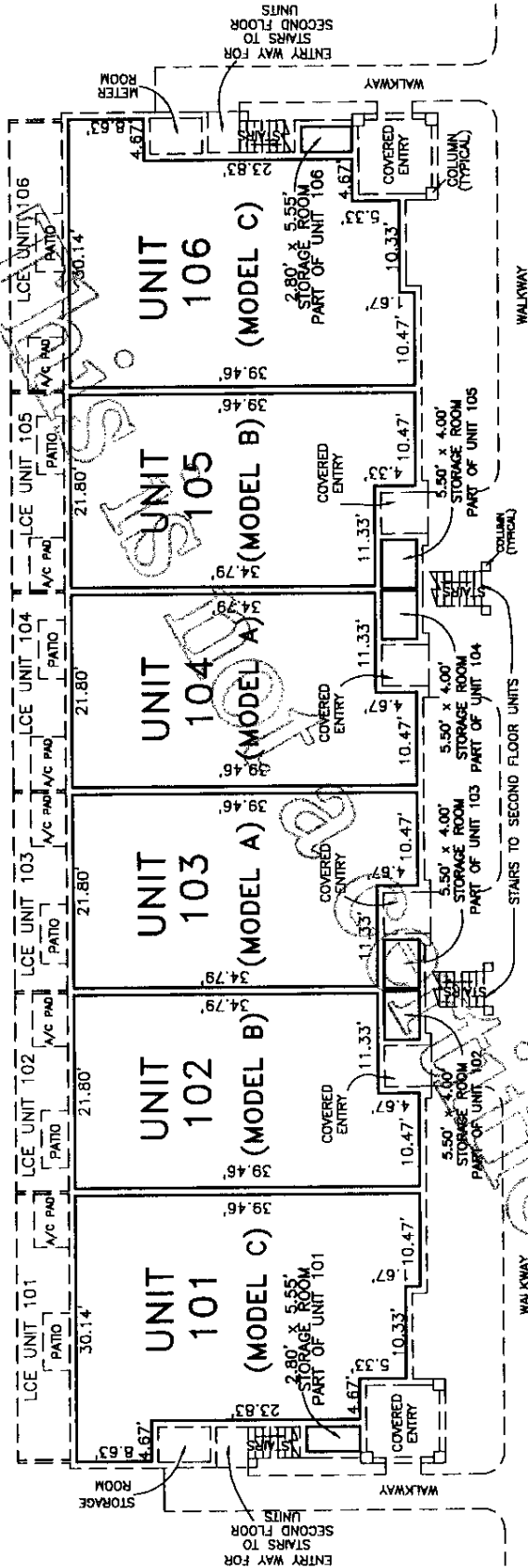


W.O. NO: P220SEC3A
 SCALE: NONE
 FILE: P220SEC3A

SHEET
42 OF 110

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 10 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



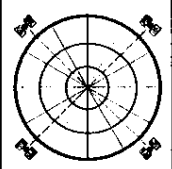
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

UNIT ELEVATIONS
 UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

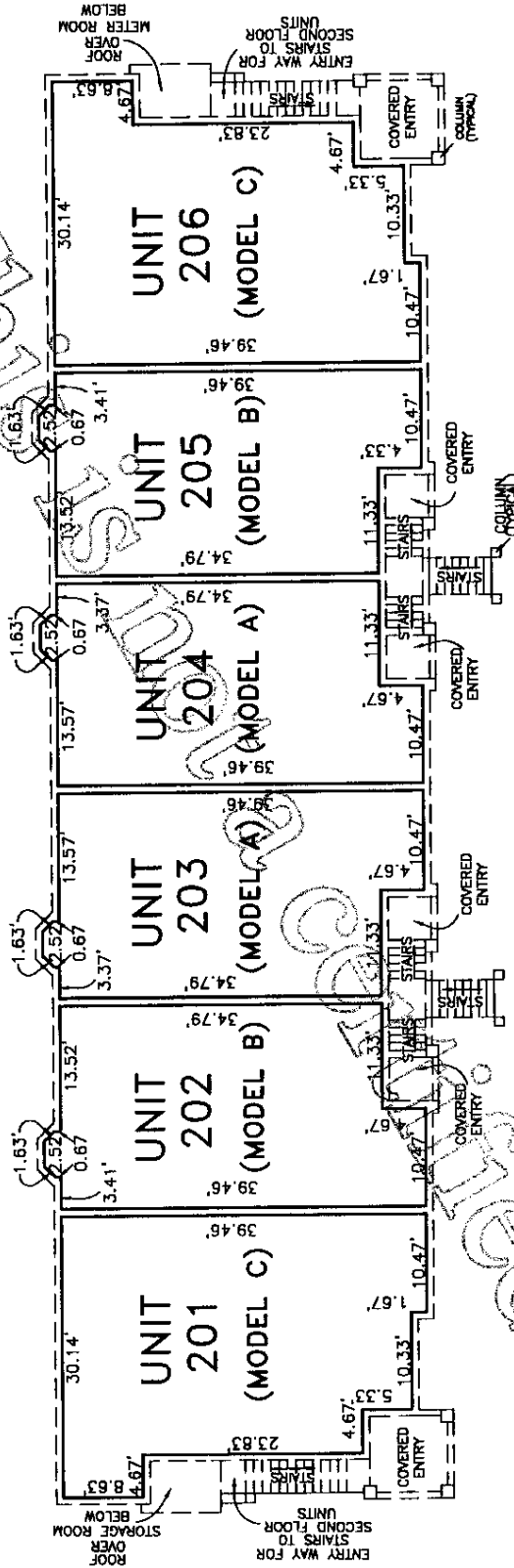
SHEET
43 OF 110

EXHIBIT "A"

TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM

PHASE 10 - 2ND FLOOR

LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
LOWER LIMIT ELEVATION: 29.85

NOTE:
IMPROVEMENTS SHOWN
HEREON ARE PROPOSED.

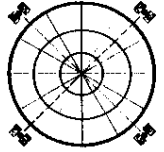
GRAPHIC SCALE

0' 20' 40' 60'



SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

W.O. NO: P220SEC3A

SCALE: GRAPHIC

FILE: P220SEC3A

SHEET

44 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 11

A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A, THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 281.20 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 219.19 FEET FOR A **POINT OF BEGINNING**;

THENCE, SOUTH 56°14'04" WEST, A DISTANCE OF 123.59 FEET; THENCE, SOUTH 33°45'56" EAST, A DISTANCE OF 77.84 FEET; THENCE, SOUTH 56°14'04" WEST, A DISTANCE OF 70.00 FEET TO THE INTERSECTION THEREOF WITH THE BOUNDARY OF SAID SECTION 3A; THENCE, NORTH 33°45'56" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 174.02 FEET; THENCE, NORTH 60°40'42" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 14.04 FEET; THENCE, NORTH 29°19'18" WEST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 60°40'42" EAST, A DISTANCE OF 83.16 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 66.18 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 144.56 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 28,865 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A

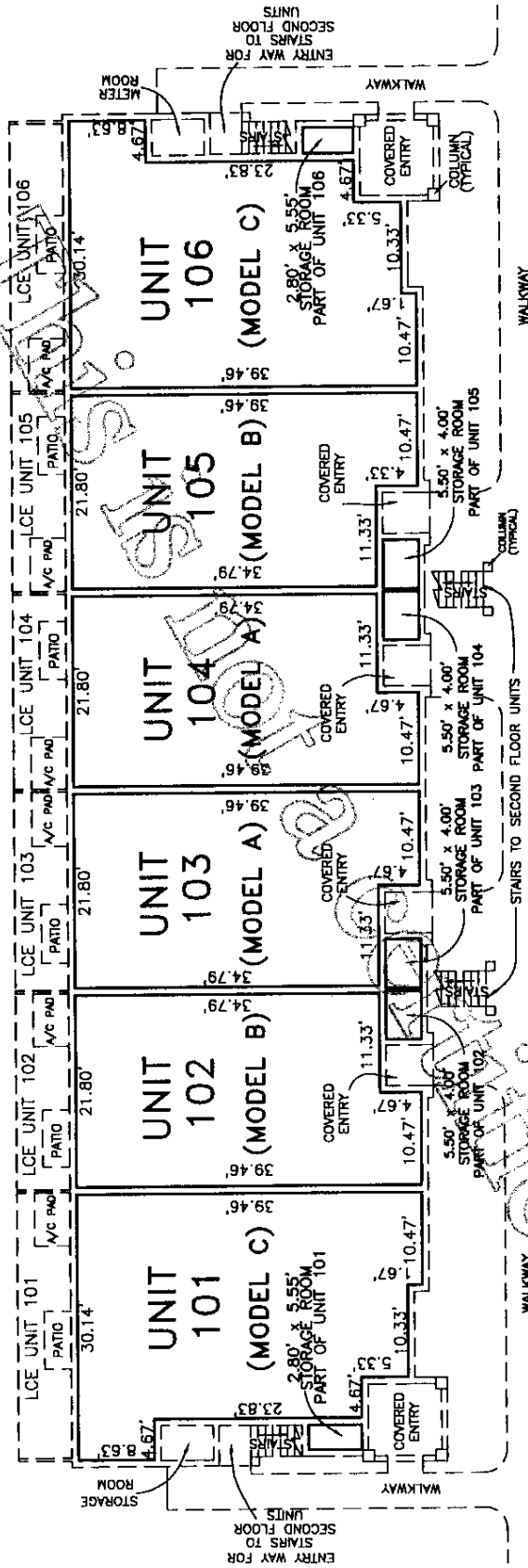
SCALE: NONE

FILE: P220SEC3A

SHEET

46 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 11 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS
 UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE
 0' 20' 40' 60'

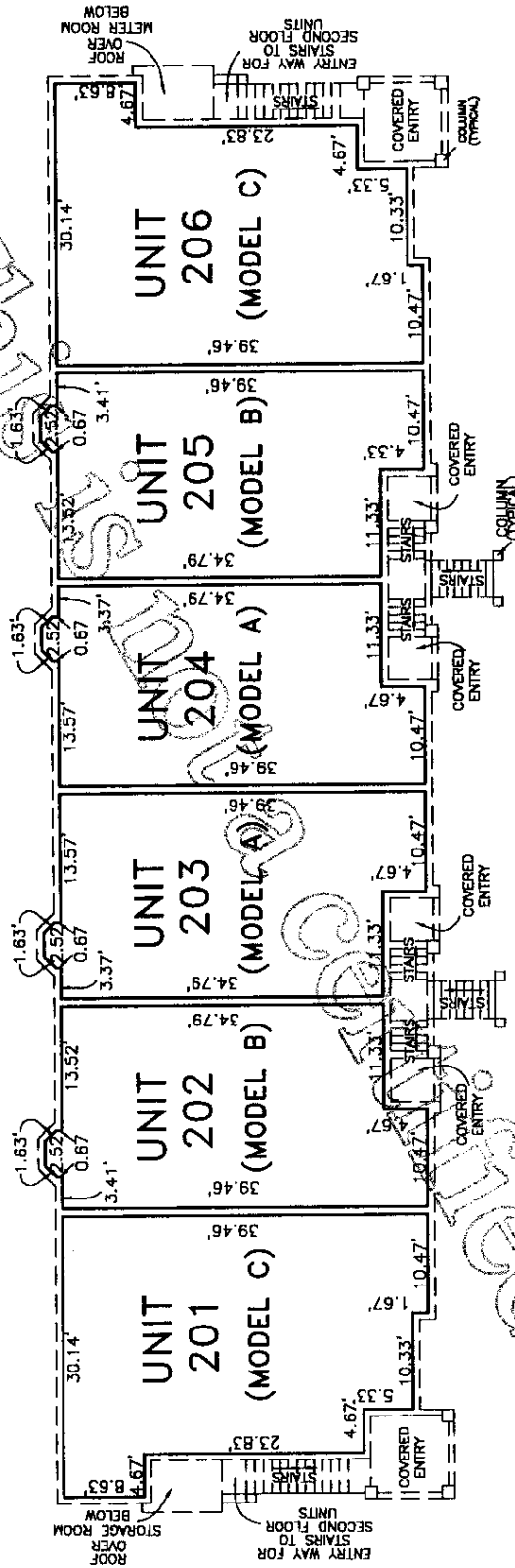


SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT. FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

BENCH MARK LAND SURVEYING & MAPPING, INC.			W.O. NO: P220SEC3A
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404			SCALE: GRAPHIC
PHONE: (561)848-2102	FAX: (561)844-9659	E-MAIL: BMLSM @ AOL.COM	FILE: P220SEC3A

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 11 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



GRAPHIC SCALE

0' 20' 40' 60'



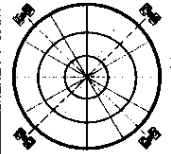
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A

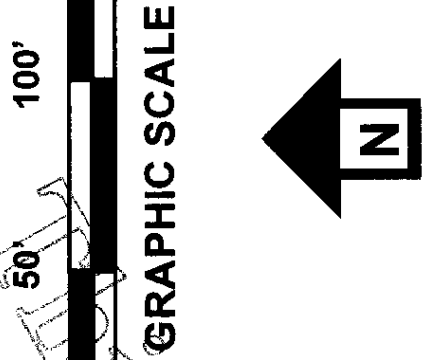
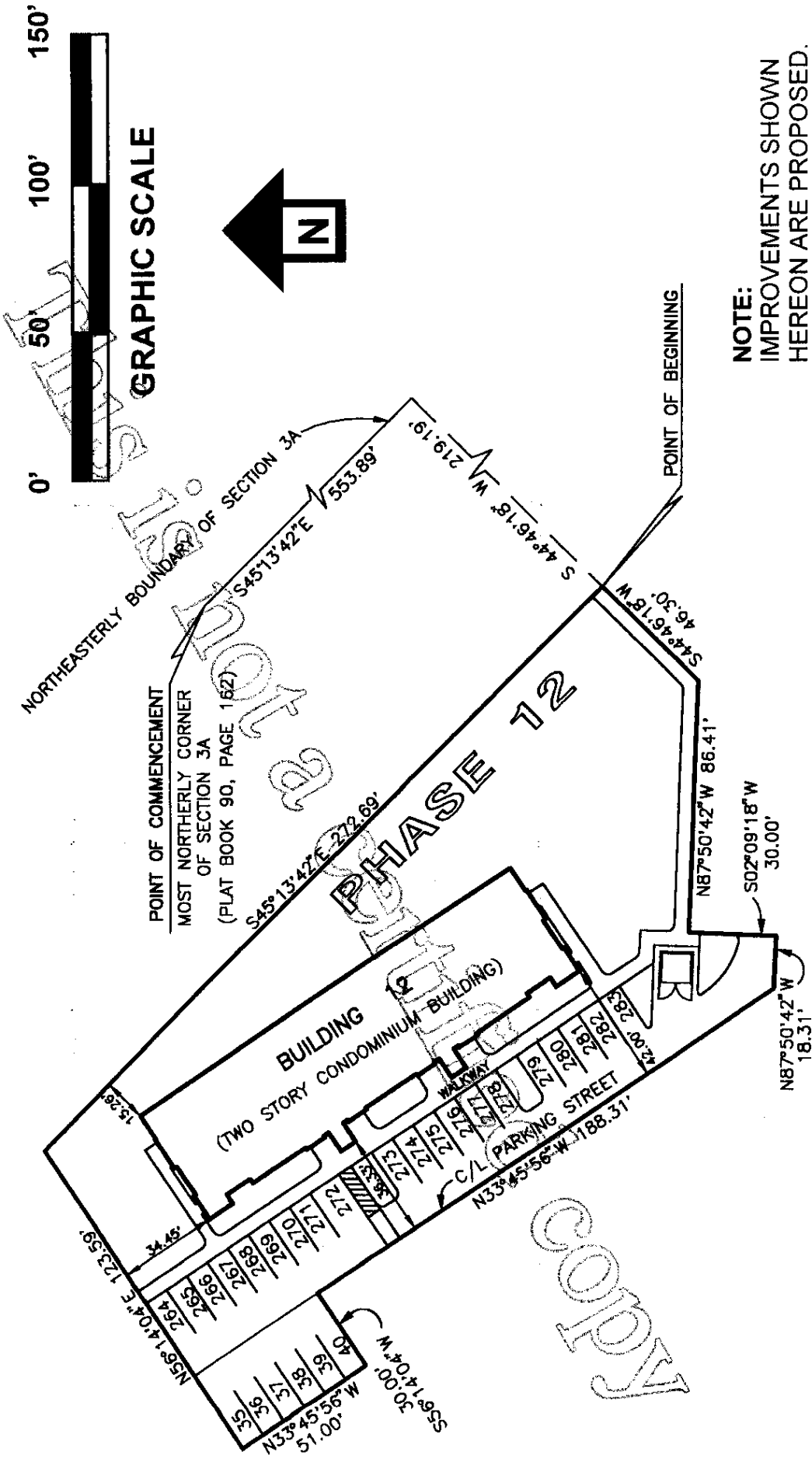
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FILE: P220SEC3A

SHEET

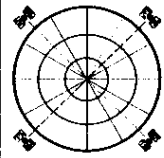
48 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 12 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

SHEET
49 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 12

A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

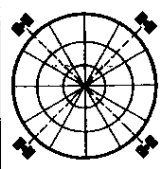
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; **THENCE**, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 553.89 FEET; **THENCE**, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 219.19 FEET FOR A **POINT OF BEGINNING**;

THENCE, CONTINUE SOUTH 44°46'18" WEST, A DISTANCE OF 46.30 FEET; **THENCE**, NORTH 87°50'42" WEST, A DISTANCE OF 86.41 FEET; **THENCE**, SOUTH 02°09'18" WEST, A DISTANCE OF 30.00 FEET; **THENCE**, NORTH 87°50'42" WEST, A DISTANCE OF 18.31 FEET; **THENCE**, NORTH 33°45'56" WEST, A DISTANCE OF 188.31 FEET; **THENCE**, SOUTH 56°14'04" WEST, A DISTANCE OF 30.00 FEET; **THENCE**, NORTH 33°45'56" WEST, A DISTANCE OF 51.00 FEET; **THENCE**, NORTH 56°14'04" EAST, A DISTANCE OF 123.59 FEET; **THENCE**, SOUTH 45°13'42" EAST, A DISTANCE OF 272.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 32,011 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

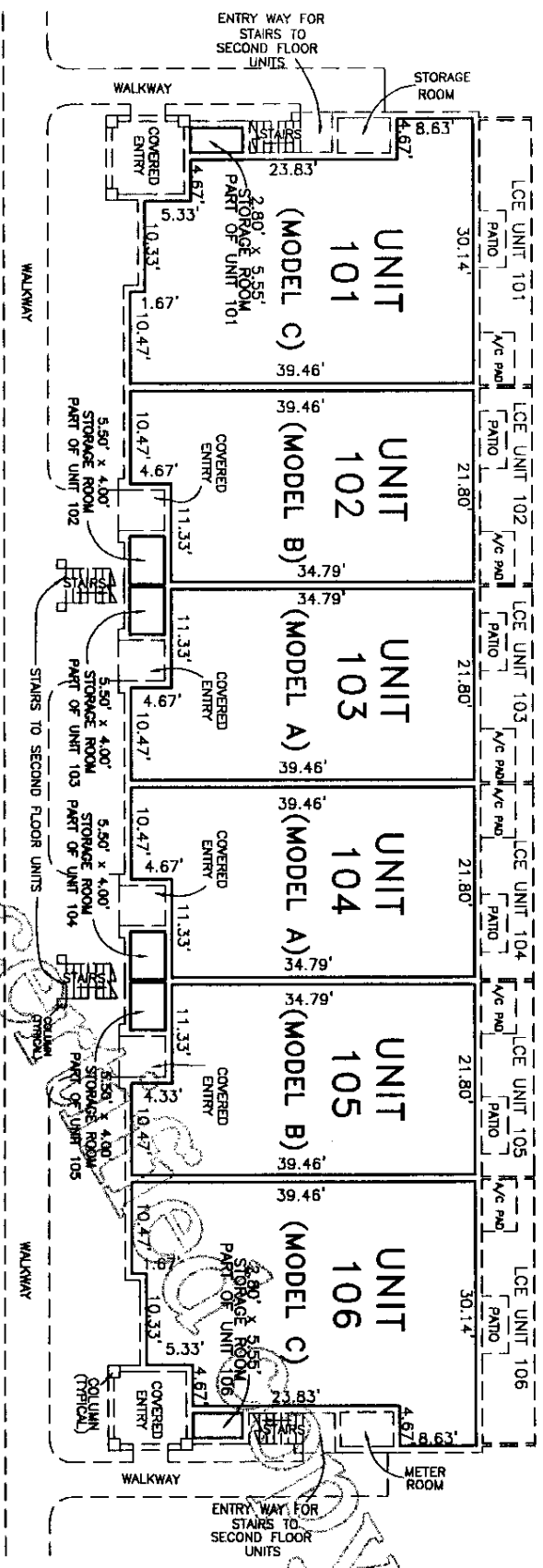
W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A



BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

SHEET
50 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 12 - 1ST FLOOR
LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

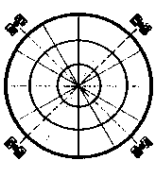
SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



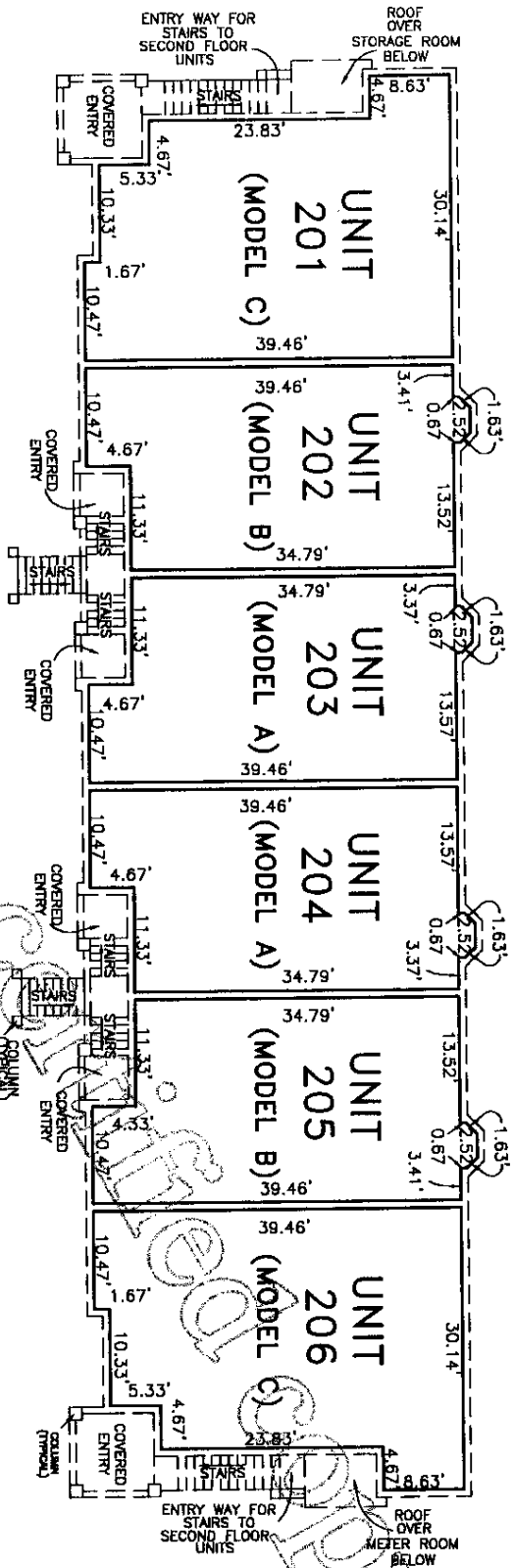
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
51 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 12 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

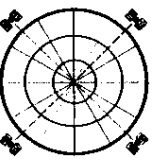
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



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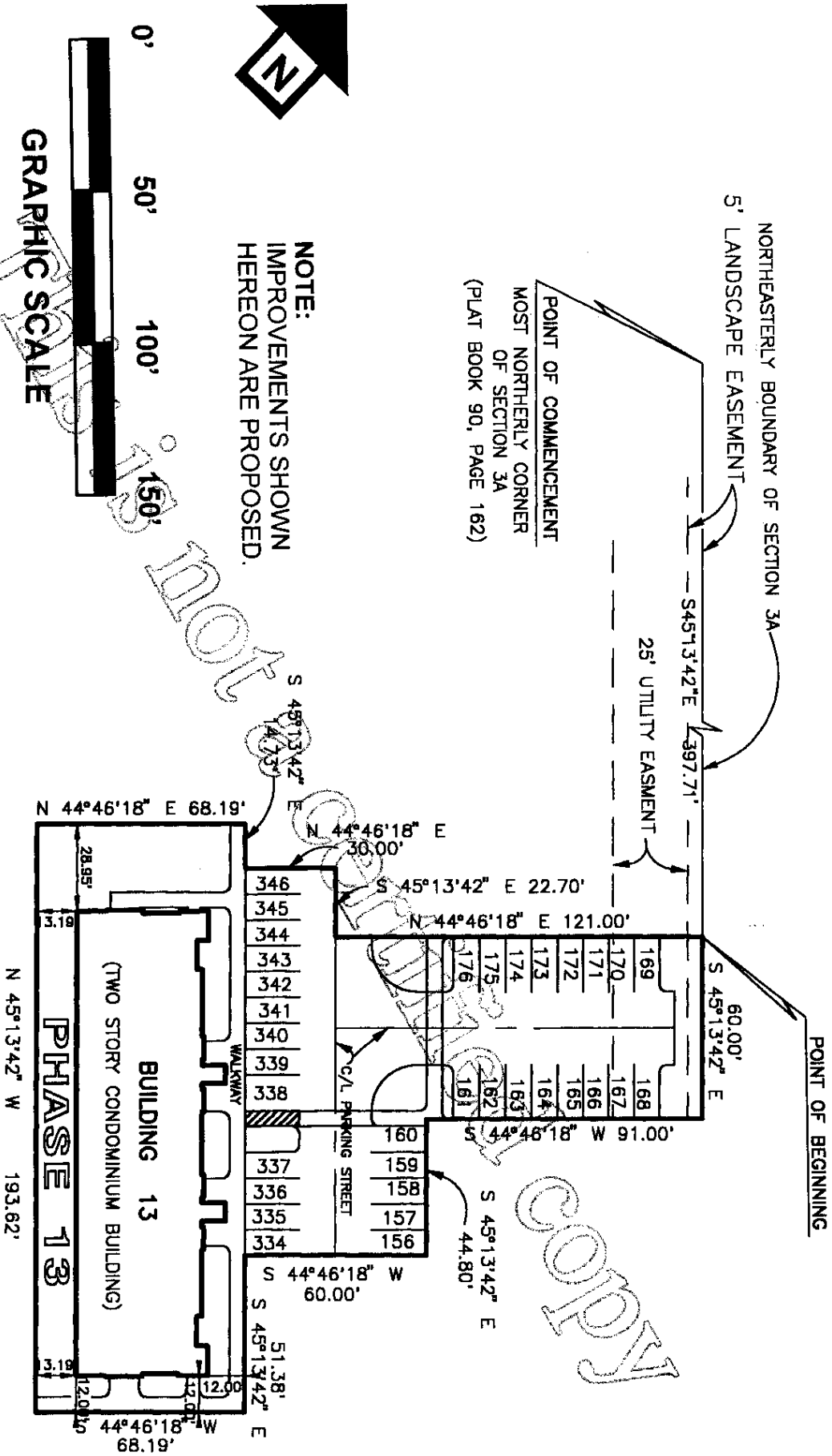
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FILE: P220SEC3A

SHEET

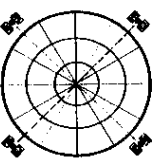
52 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 13 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

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 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



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 FILE: P220SEC3A

SHEET
 53 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 13

A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

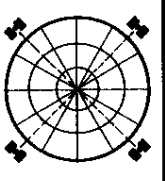
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 397.71 FEET FOR A **POINT OF BEGINNING**; THENCE, CONTINUE SOUTH 45°13'42" EAST, ALONG SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 60.00 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 91.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 44.80 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 60.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 51.38 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 68.19 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 193.62 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 68.19 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 14.73 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 22.70 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 121.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 25,633 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a plat

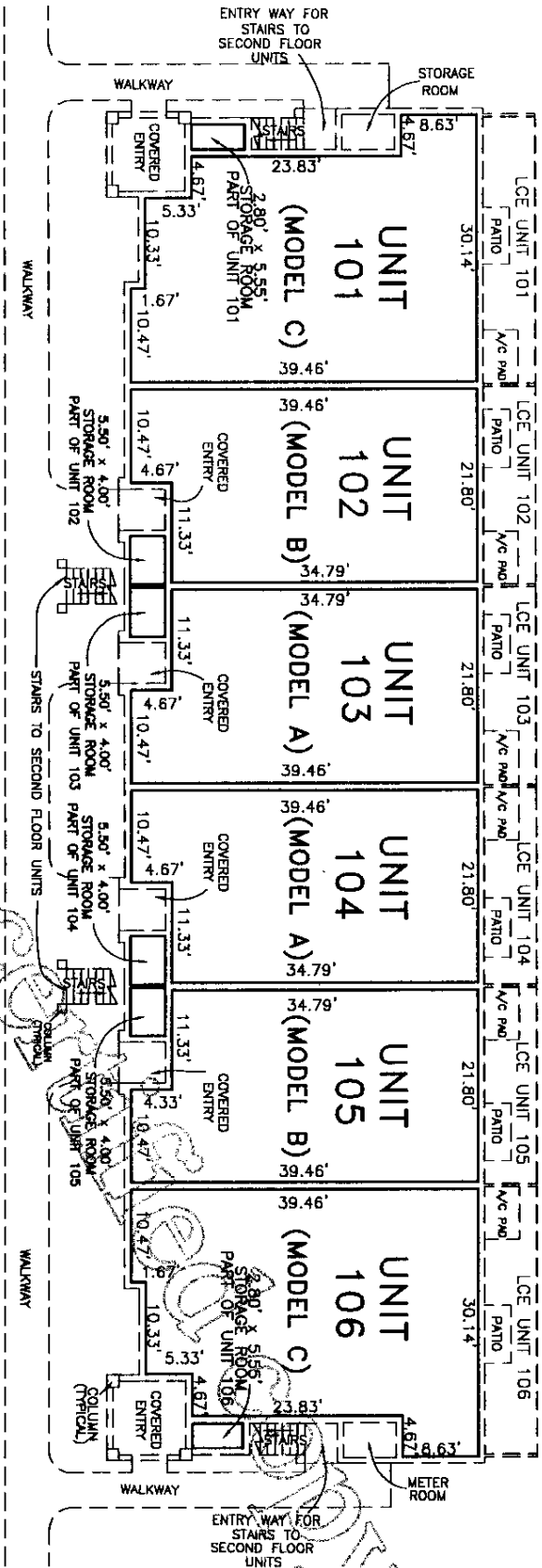
BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
54 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 13 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

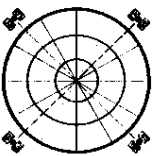
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE



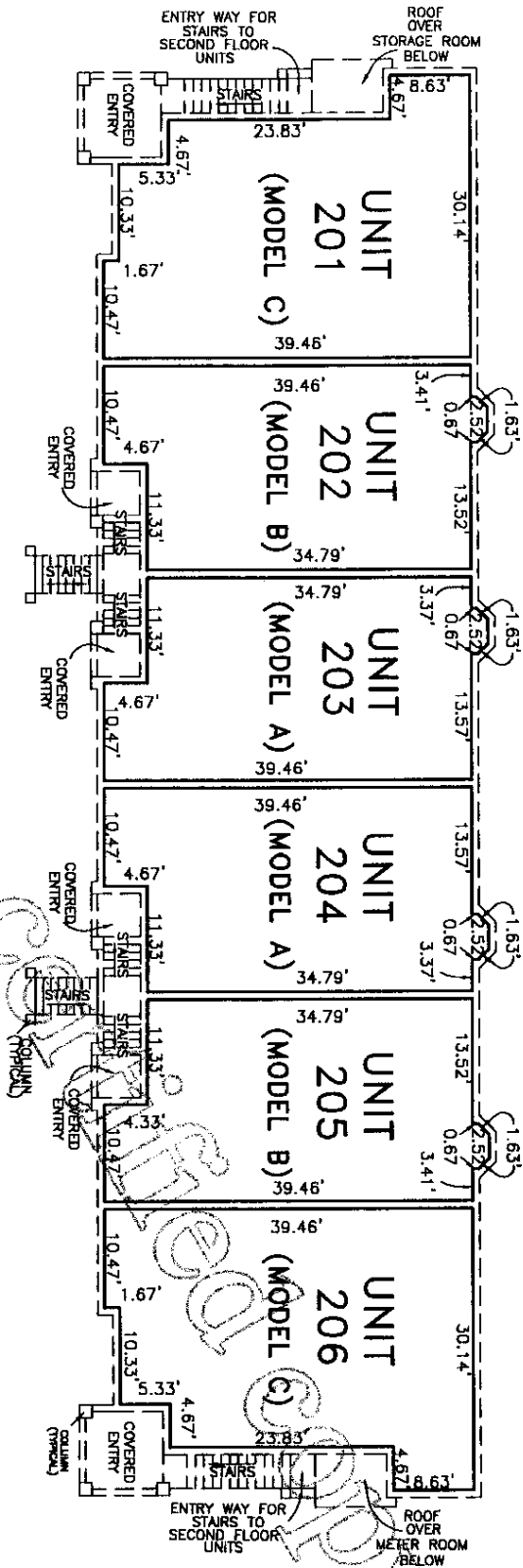
BENCH MARK LAND SURVEYING & MAPPING, INC.
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 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
55 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 13 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

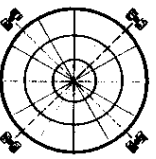
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VENTILATED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



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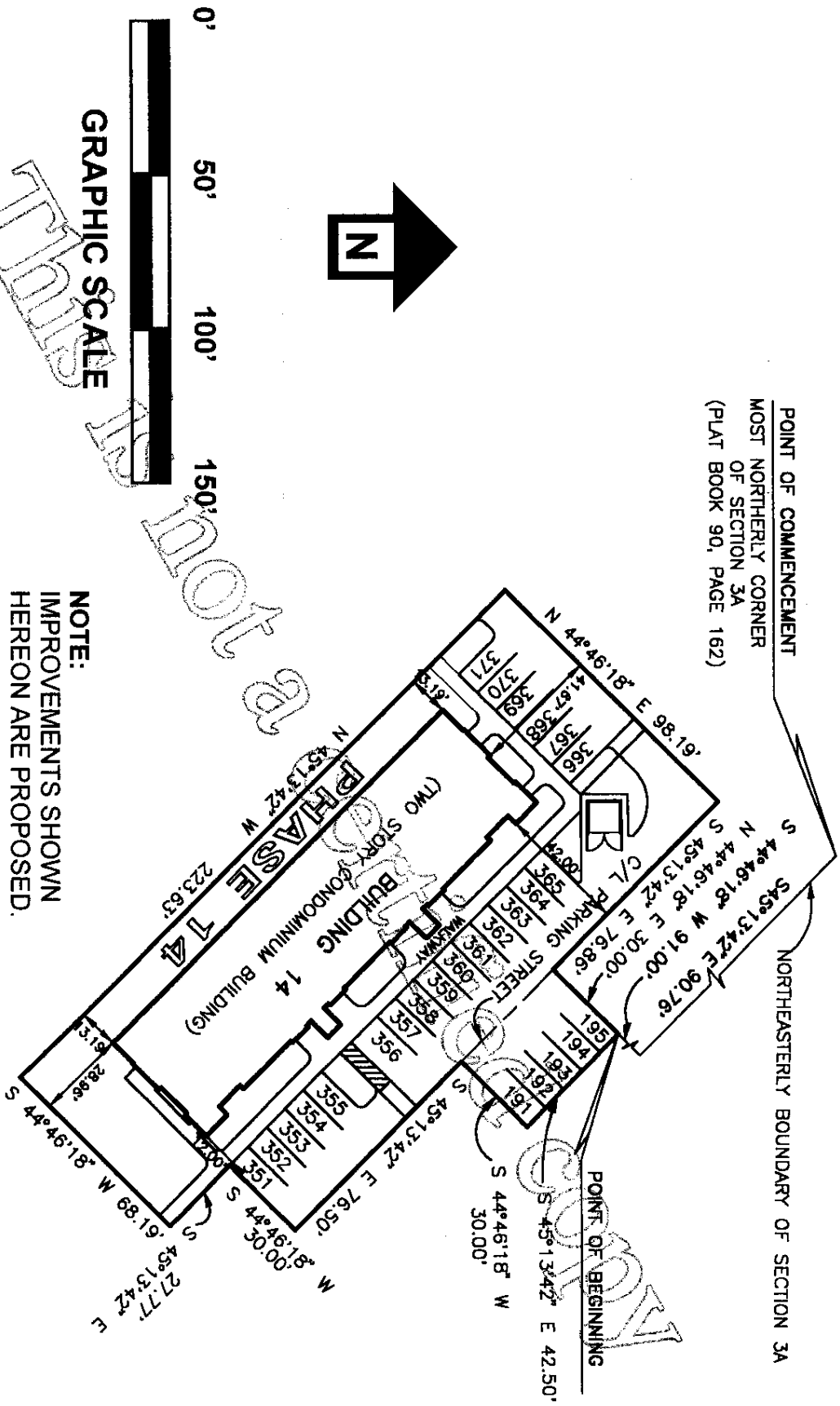


W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
 56 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 14 SURVEY AND PLOT PLAN

POINT OF COMMENCEMENT
 MOST NORTHERLY CORNER
 OF SECTION 3A
 (PLAT BOOK 90, PAGE 162)



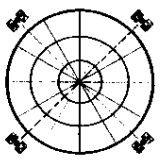
GRAPHIC SCALE



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

BENCH MARK LAND SURVEYING & MAPPING, INC.

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W.O. NO.: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
57 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 14

A PARCEL OF LAND LYING IN SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

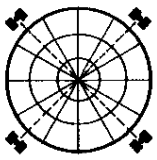
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 90.76 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 91.00 FEET FOR A **POINT OF BEGINNING**;

THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 42.50 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 76.50 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 27.77 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 68.19 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 223.63 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 98.19 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 76.86 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET **TO THE POINT OF BEGINNING**.

CONTAINING: 22,400 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a certified copy

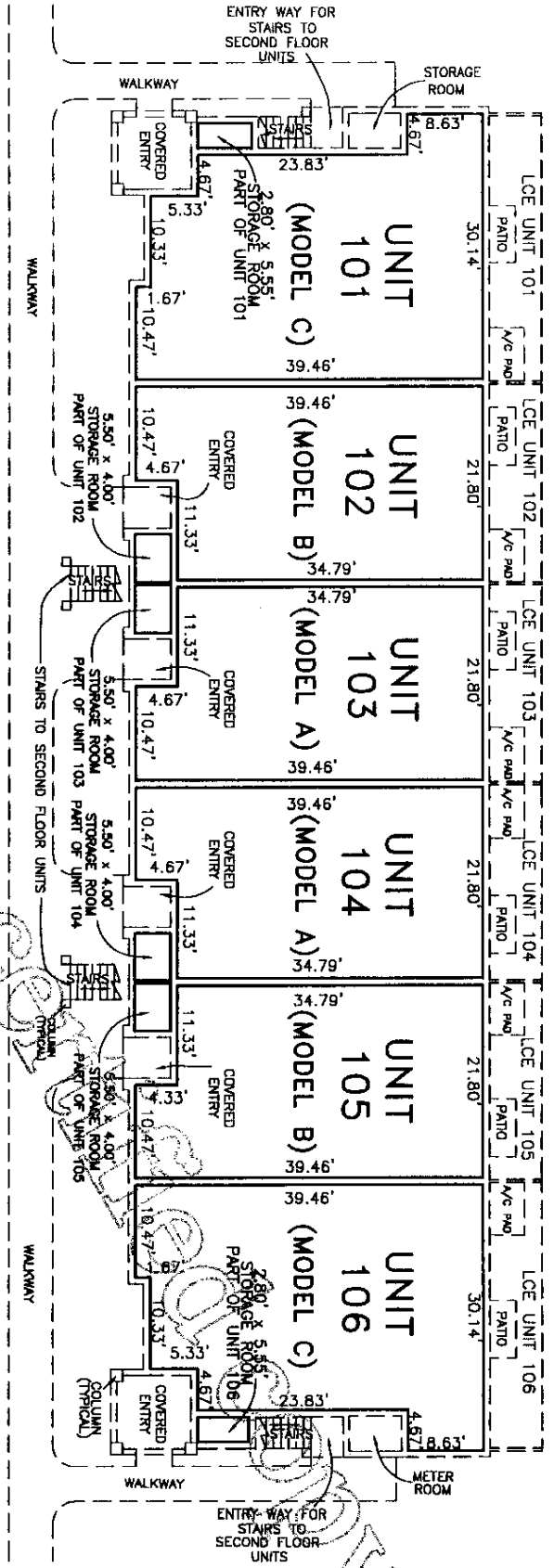


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W.O. NO.: P220SEC3A	SHEET
SCALE: NONE	
FILE: P220SEC3A	58 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 14 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

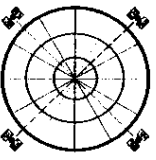
SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



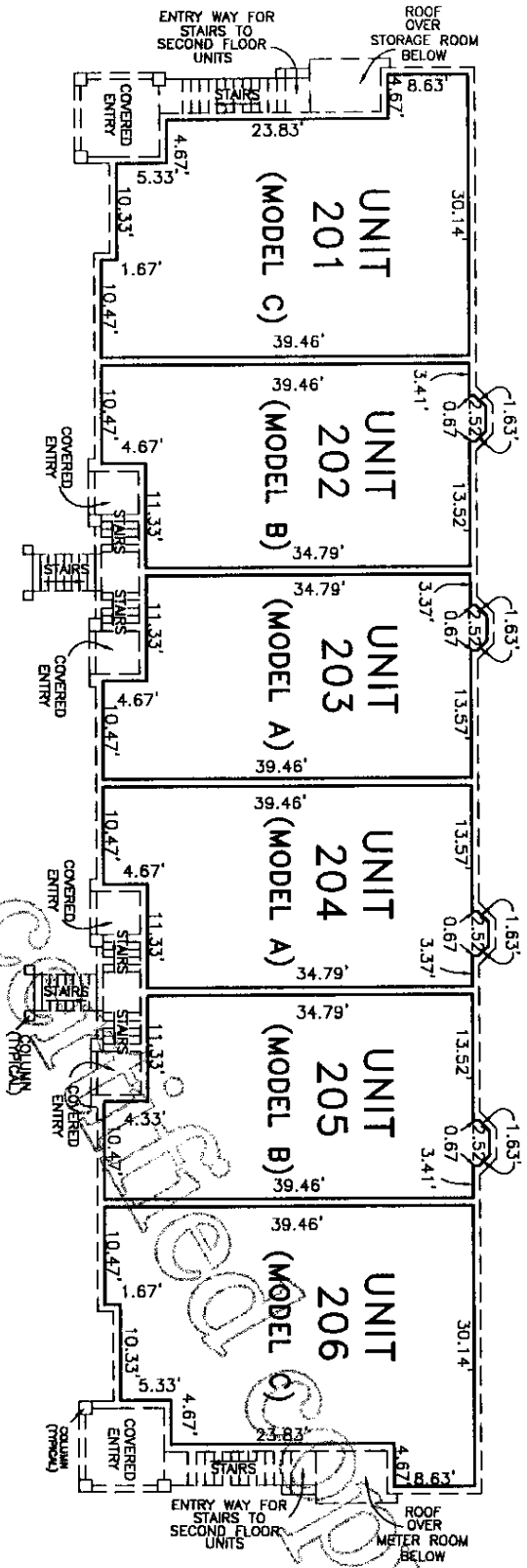
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



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SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
59 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 14 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

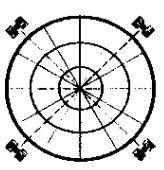
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD. SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



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 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 60 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 25

A PARCEL OF LAND BEING ALL OF TRACT "R-2" AND A PORTION OF SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

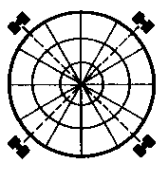
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID SECTION 3A; THENCE, SOUTH 45°13'42" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 102.25 FEET; THENCE, SOUTH 44°46'18" WEST, DEPARTING SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 552.02 FEET TO THE INTERSECTION THEREOF WITH THE BOUNDARY OF SAID SECTION 3A AND THE **POINT OF BEGINNING**;

THENCE, SOUTH 60°40'42" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 71.46 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY BOUNDARY OF SAID TRACT "R-2"; THENCE, SOUTH 22°12'56" EAST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 52.88 FEET; THENCE, SOUTH 34°09'06" EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 99.67 FEET; THENCE, SOUTH 49°37'39" EAST, CONTINUING ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 14.14 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "R-2"; THENCE, SOUTH 55°12'22" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT "R-2", A DISTANCE OF 268.44 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "R-2"; SAID SOUTHWEST CORNER BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 270.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 76°25'34" EAST; THENCE NORTHERLY ALONG SAID CURVE AND ALONG THE BOUNDARY OF SAID TRACT "R-2", THROUGH A CENTRAL ANGLE OF 25°08'49", A DISTANCE OF 118.50 FEET TO A POINT ON THE BOUNDARY OF SAID SECTION 3A; THENCE, NORTH 78°25'32" WEST, ALONG THE BOUNDARY OF SAID SECTION 3A, A DISTANCE OF 72.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 415.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 72°15'57" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG THE BOUNDARY OF SAID SECTION 3A THROUGH A CENTRAL ANGLE OF 45°20'18", A DISTANCE OF 328.39 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2753.48 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG THE BOUNDARY OF SAID SECTION 3A, THROUGH A CENTRAL ANGLE OF 00°41'14", A DISTANCE OF 33.02 FEET; THENCE, SOUTH 27°36'54" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 70.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 56,174 SQUARE FEET, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BENCH MARK LAND SURVEYING & MAPPING, INC.

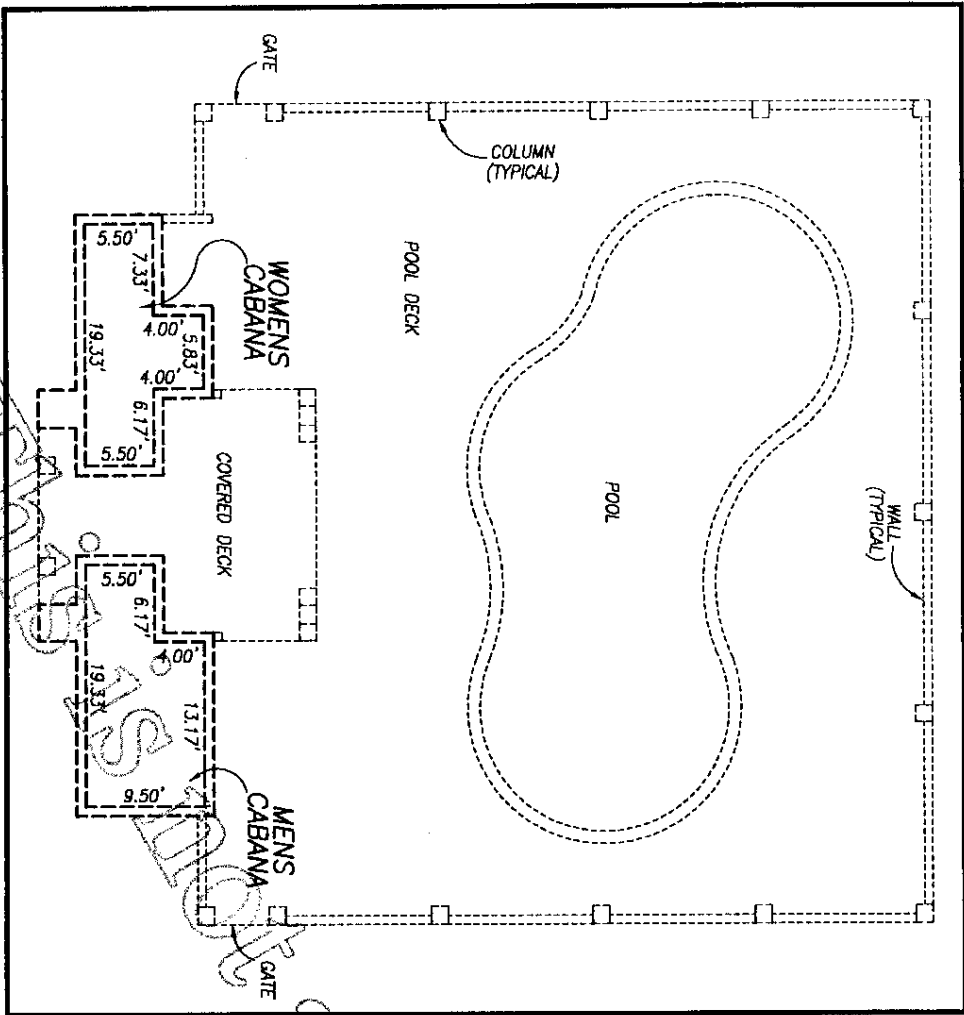
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

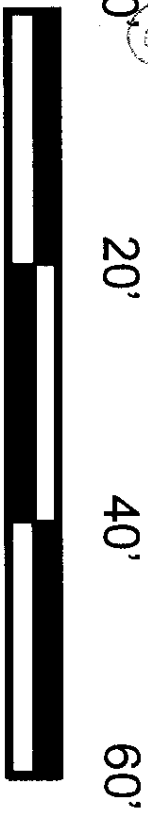
SHEET
62 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 25
 LOCATION OF COMMON ELEMENTS



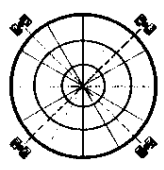
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE



SURVEYOR'S NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE COMMON ELEMENTS

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FILE: P220SEC3A

SHEET
63 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
INDEX TO SHEETS FOR PHASES 15-24 & 26

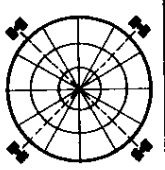
64	INDEX TO SHEETS (PHASES 15-24 & 26)	86	PHASE 19 UNITS 101, 102, 103, 104, 105, 106	108	PHASE 26 SURVEY AND PLOT PLAN
65	NOTES AND LEGEND (PHASES 15-24 & 26)	87	PHASE 19 UNITS 201, 202, 203, 204, 205, 206	109	PHASE 26 LEGAL DESCRIPTION
66	OVERALL SURVEY AND LEGAL DESCRIPTION	88	PHASE 20 SURVEY AND PLOT PLAN	110	PHASE 26 COMMON ELEMENTS
67	OVERALL SITE, PHASE AND PARKING PLAN	89	PHASE 20 LEGAL DESCRIPTION		
68	PHASE 15 SURVEY AND PLOT PLAN	90	PHASE 20 UNITS 101, 102, 103, 104, 105, 106		
69	PHASE 15 LEGAL DESCRIPTION	91	PHASE 20 UNITS 201, 202, 203, 204, 205, 206		
70	PHASE 15 UNITS 101, 102, 103, 104, 105, 106	92	PHASE 21 SURVEY AND PLOT PLAN		
71	PHASE 15 UNITS 201, 202, 203, 204, 205, 206	93	PHASE 21 LEGAL DESCRIPTION		
72	PHASE 16 SURVEY AND PLOT PLAN	94	PHASE 21 UNITS 101, 102, 103, 104, 105, 106		
73	PHASE 16 LEGAL DESCRIPTION	95	PHASE 21 UNITS 201, 202, 203, 204, 205, 206		
74	PHASE 16 UNITS 101, 102, 103, 104, 105, 106	96	PHASE 22 SURVEY AND PLOT PLAN		
75	PHASE 16 UNITS 201, 202, 203, 204, 205, 206	97	PHASE 22 LEGAL DESCRIPTION		
76	PHASE 17 SURVEY AND PLOT PLAN	98	PHASE 22 UNITS 101, 102, 103, 104, 105, 106		
77	PHASE 17 LEGAL DESCRIPTION	99	PHASE 22 UNITS 201, 202, 203, 204, 205, 206		
78	PHASE 17 UNITS 101, 102, 103, 104, 105, 106	100	PHASE 23 SURVEY AND PLOT PLAN		
79	PHASE 17 UNITS 201, 202, 203, 204, 205, 206	101	PHASE 23 LEGAL DESCRIPTION		
80	PHASE 18 SURVEY AND PLOT PLAN	102	PHASE 23 UNITS 101, 102, 103, 104, 105, 106		
81	PHASE 18 LEGAL DESCRIPTION	103	PHASE 23 UNITS 201, 202, 203, 204, 205, 206		
82	PHASE 18 UNITS 101, 102, 103, 104, 105, 106	104	PHASE 24 SURVEY AND PLOT PLAN		
83	PHASE 18 UNITS 201, 202, 203, 204, 205, 206	105	PHASE 24 LEGAL DESCRIPTION		
84	PHASE 19 SURVEY AND PLOT PLAN	106	PHASE 24 UNITS 101, 102, 103, 104, 105, 106		
85	PHASE 19 LEGAL DESCRIPTION	107	PHASE 24 UNITS 201, 202, 203, 204, 205, 206		

NOTE: SEE SHEETS 1 THROUGH 63 FOR PHASES 1 THROUGH 14 & 25

PHOTOS

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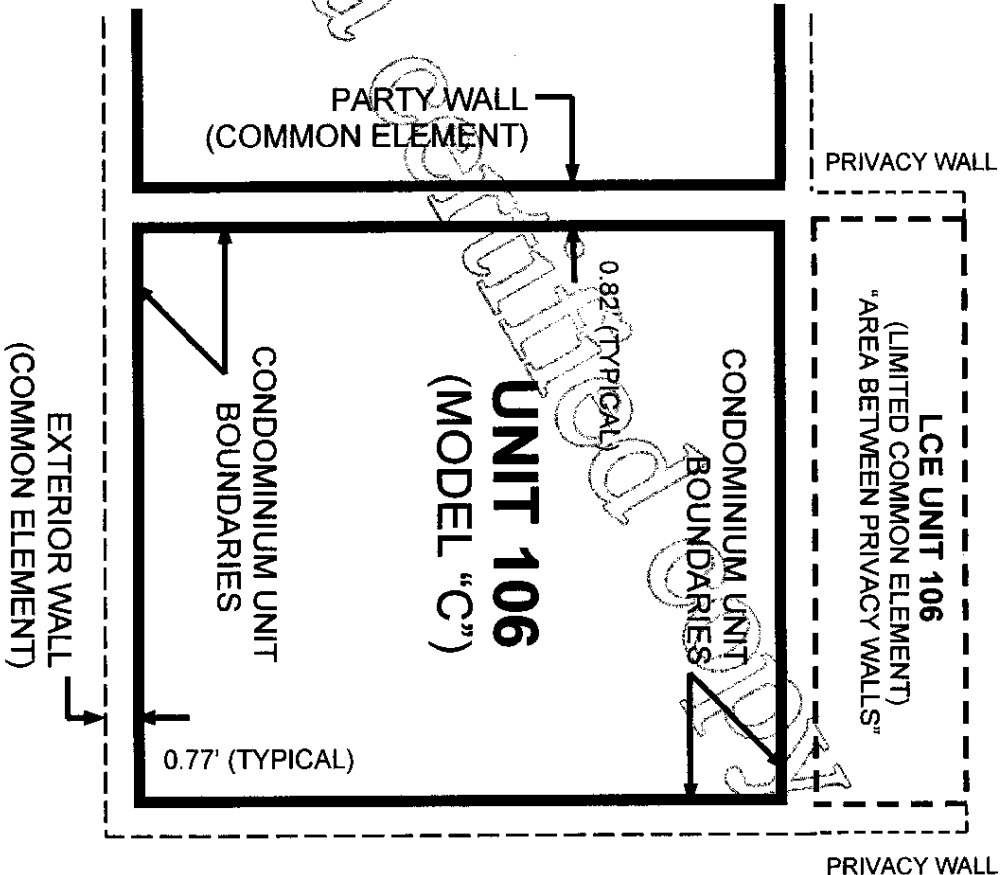


W.O. NO: P220SEC3A
 SCALE: NONE
 FILE: P220SEC3A

SHEET
64 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
NOTES AND LEGEND FOR PHASES 15-24 & 26

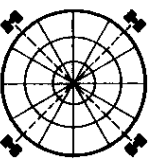
1. LCE DESIGNATES LIMITED COMMON ELEMENTS. THE AREA BETWEEN THE 1ST FLOOR PRIVACY WALLS IS A LIMITED COMMON ELEMENT. THERE ARE NO LIMITED COMMON ELEMENTS FOR THE 2ND FLOOR UNITS.
2. THE PARTY WALLS BETWEEN THE CONDOMINIUM UNITS AND THE EXTERIOR WALLS SURROUNDING THE CONDOMINIUM UNITS ARE COMMON ELEMENTS.
3. ALL AREAS OUTSIDE OF, OR BETWEEN, THE CONDOMINIUM UNIT BOUNDARIES THAT ARE NOT DESIGNATED AS LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
4. ALL DIMENSIONS SHOWN ARE IN U.S. FEET AND DECIMAL PARTS THEREOF.
5. ALL ELEVATIONS SHOWN ARE IN U.S. FEET AND DECIMAL PARTS THEREOF ABOVE MEAN SEA LEVEL AS PER NATIONAL GEODETIC VERTICAL DATUM 1929.
6. THE CEILING ELEVATIONS OF THE CONDOMINIUM STORAGE ROOMS VARY DUE TO THE SLOPE OF THE STAIRWAYS ABOVE.



This is a copy

BENCH MARK LAND SURVEYING & MAPPING, INC.

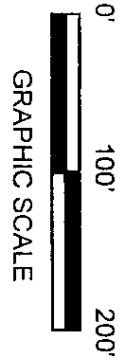
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



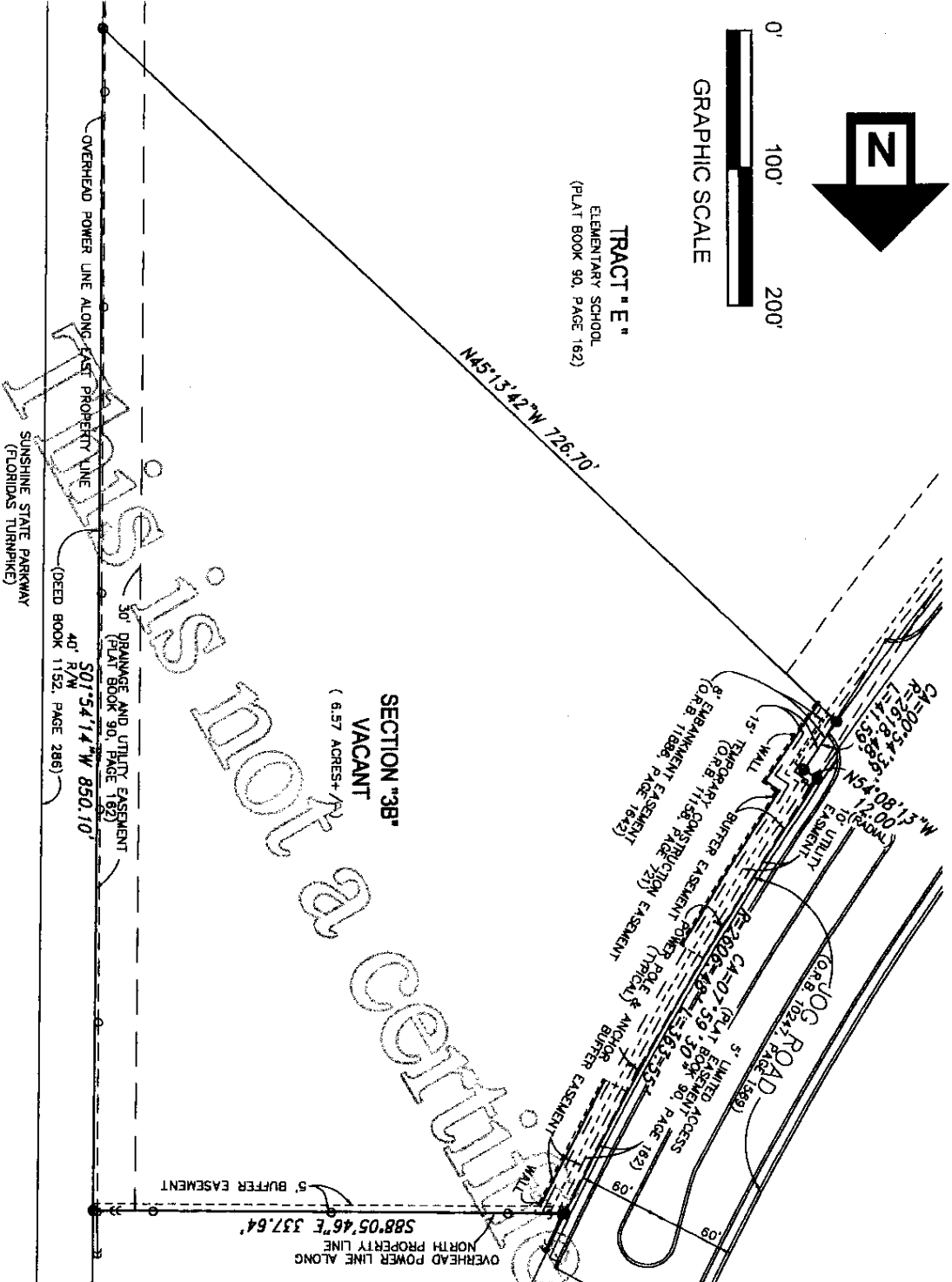
W/O. NO: P220SEC3B
 SCALE: GRAPHIC
 FILE: P220SEC3B

SHEET
65 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
OVERALL SURVEY AND LEGAL DESCRIPTION FOR PHASES 15-24 & 26



TRACT "E"
 ELEMENTARY SCHOOL
 (PLAT BOOK 90, PAGE 162)

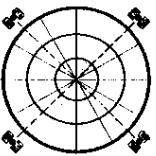


SECTION "3B"
VACANT
 (6.57 ACRES)

LEGAL DESCRIPTION
 ALL OF SECTION 3B, THE REMAINDER ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.
CONTAINING: 6.57 ACRES

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE EXISTING..

BENCH MARK LAND SURVEYING & MAPPING, INC.
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W.O. NO: P220SEC3A
 SCALE: NONE
 FILE: P220SEC3A

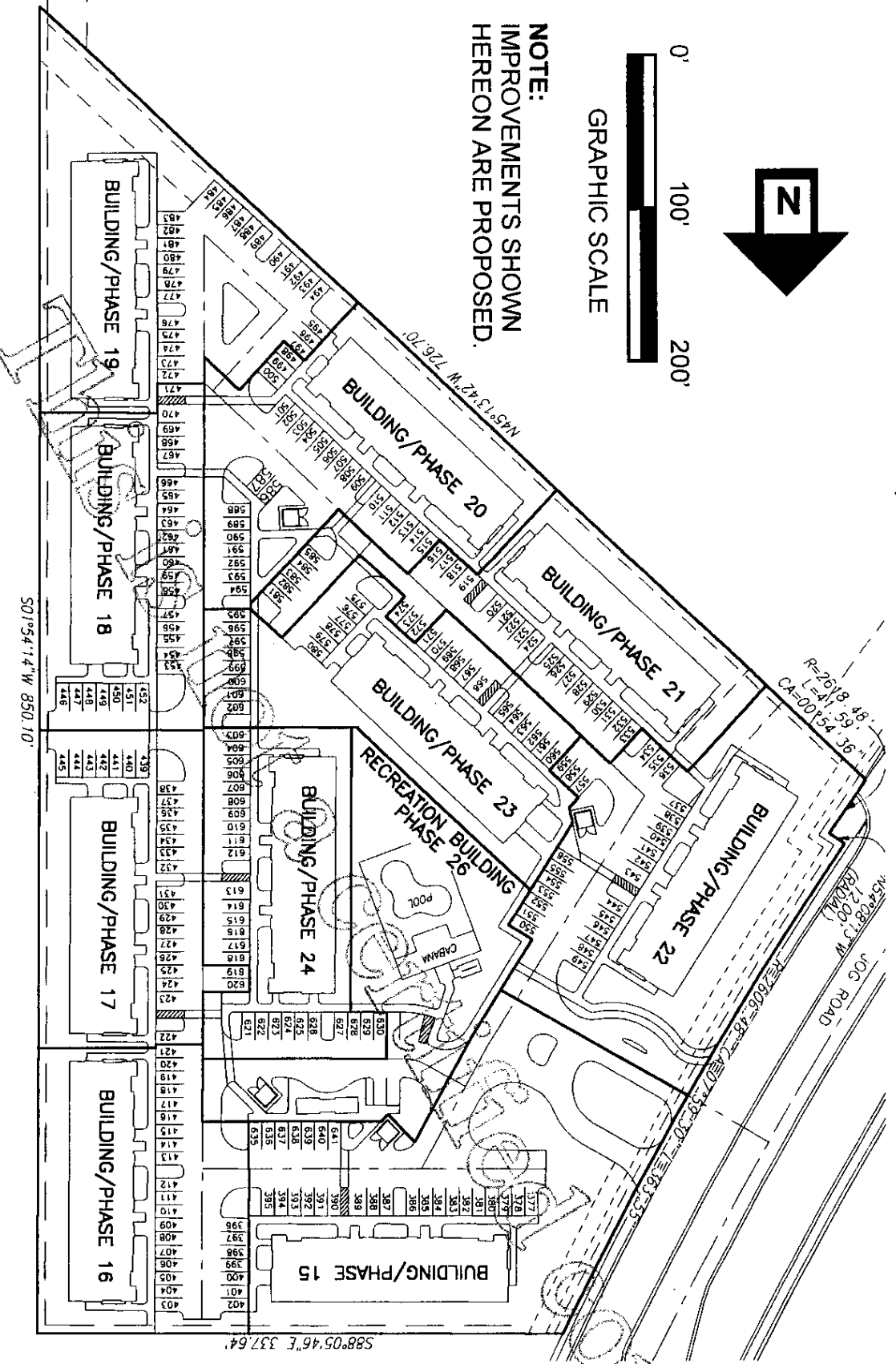
SHEET
66 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
 OVERALL SITE, PHASE AND PARKING PLAN FOR PHASES 15-24 & 26



GRAPHIC SCALE

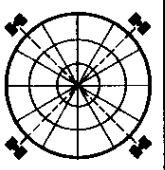
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



S01°54'14"W 850.10'

S88°05'46"E 337.64'

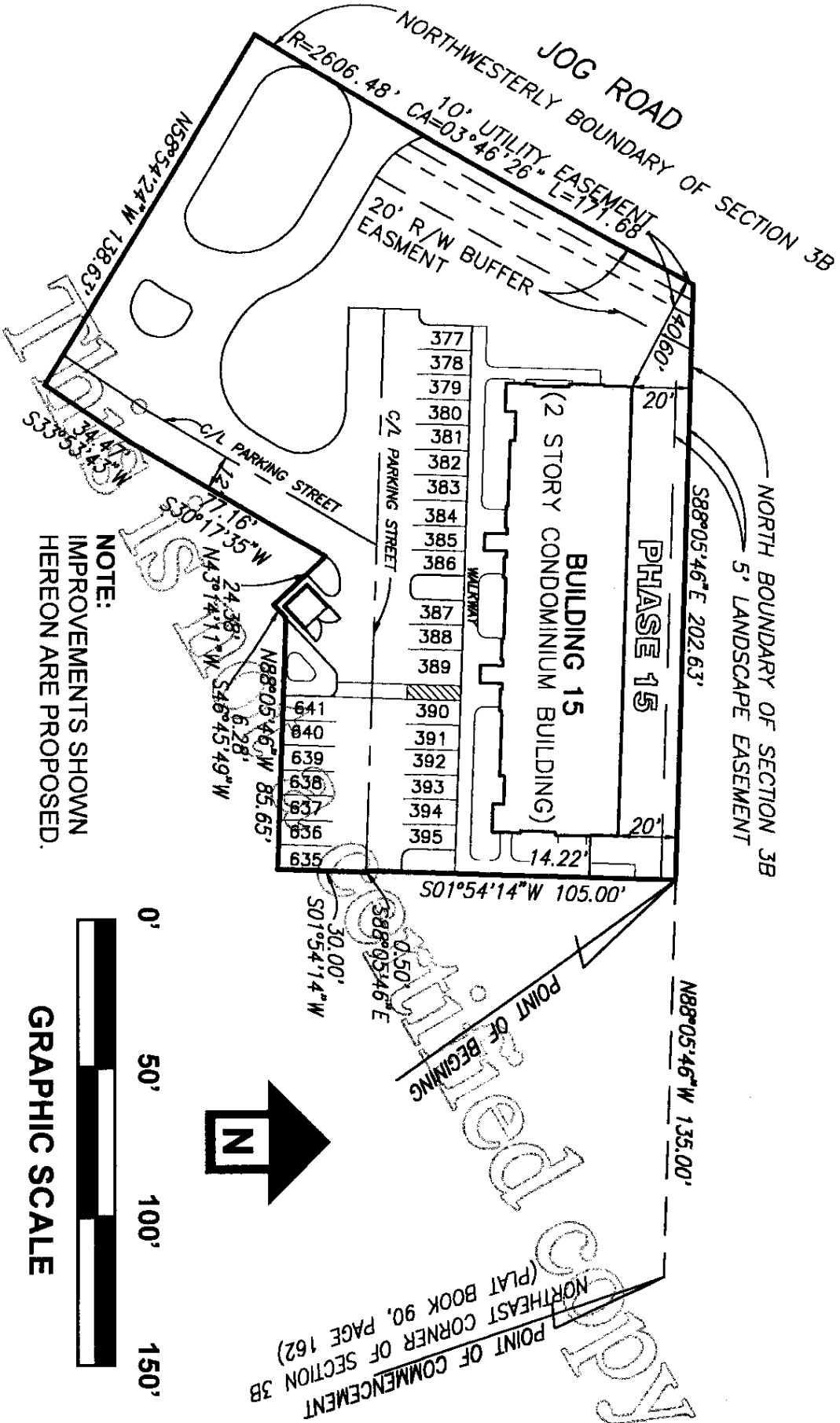
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



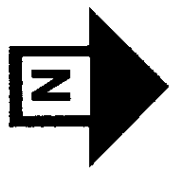
W.O. NO: P220SEC3A
 SCALE: NONE
 FILE: P220SEC3A

SHEET
 67 OF 110

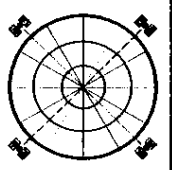
EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 15 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



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W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 68 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 15

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

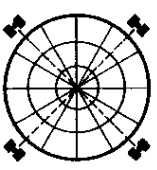
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, NORTH 88°05'46" WEST, ALONG THE NORTH BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 135.00 FEET FOR A **POINT OF BEGINNING**;

THENCE, SOUTH 01°54'14" WEST, DEPARTING SAID NORTH BOUNDARY, A DISTANCE OF 105.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 0.50 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 85.65 FEET; THENCE, SOUTH 46°45'49" WEST, A DISTANCE OF 6.28 FEET; THENCE, NORTH 43°14'11" WEST, A DISTANCE OF 24.38 FEET; THENCE, SOUTH 30°17'35" WEST, A DISTANCE OF 77.16 FEET; THENCE, SOUTH 33°53'43" WEST, A DISTANCE OF 34.47 FEET; THENCE, NORTH 58°54'24" WEST, A DISTANCE OF 138.63 FEET TO A POINT ON THE NORTHWESTERLY CURVED BOUNDARY OF SAID SECTION 3B; SAID POINT BEING A POINT ON A CURVE OF A CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2606.48 FEET AND WHOSE RADIUS POINT BEARS NORTH 58°21'17" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID NORTHWESTERLY BOUNDARY, THROUGH A CENTRAL ANGLE OF 03°46'26", A DISTANCE OF 171.68 FEET; THENCE, SOUTH 88°05'46" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 202.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 40,060 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a

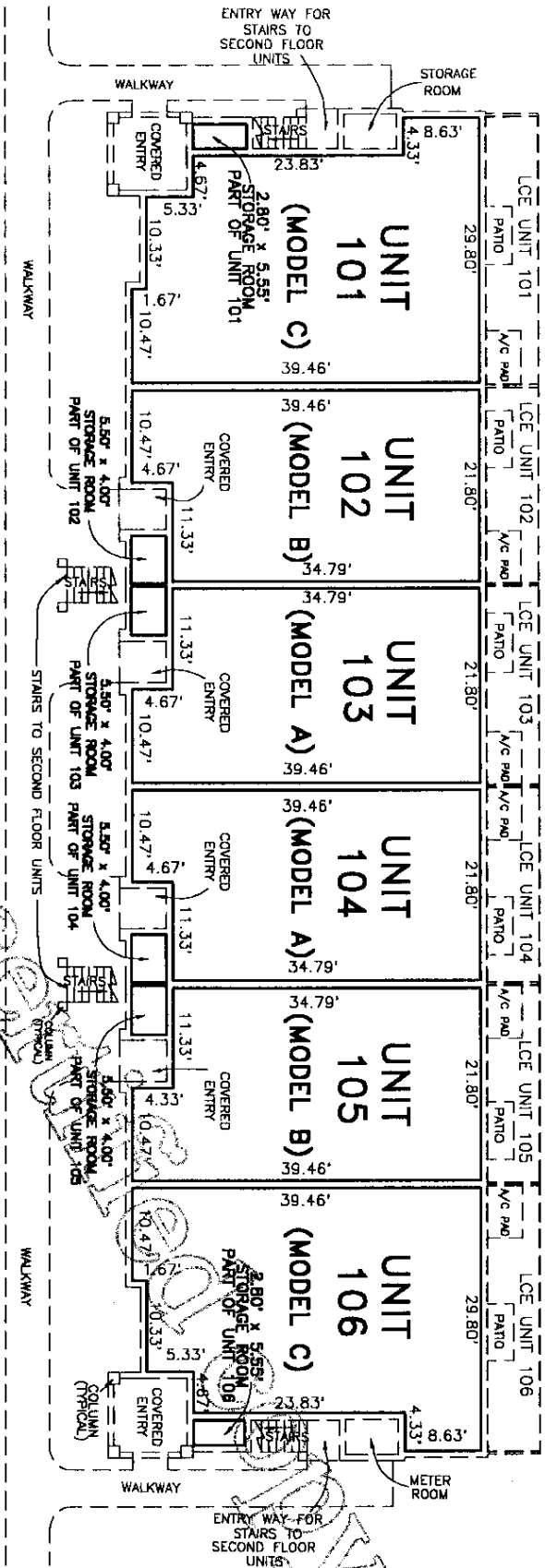


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W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
69 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 15 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

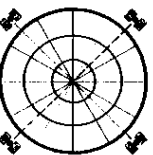
NOTE:
IMPROVEMENTS SHOWN
HEREON ARE PROPOSED.



1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

BENCH MARK LAND SURVEYING & MAPPING, INC.

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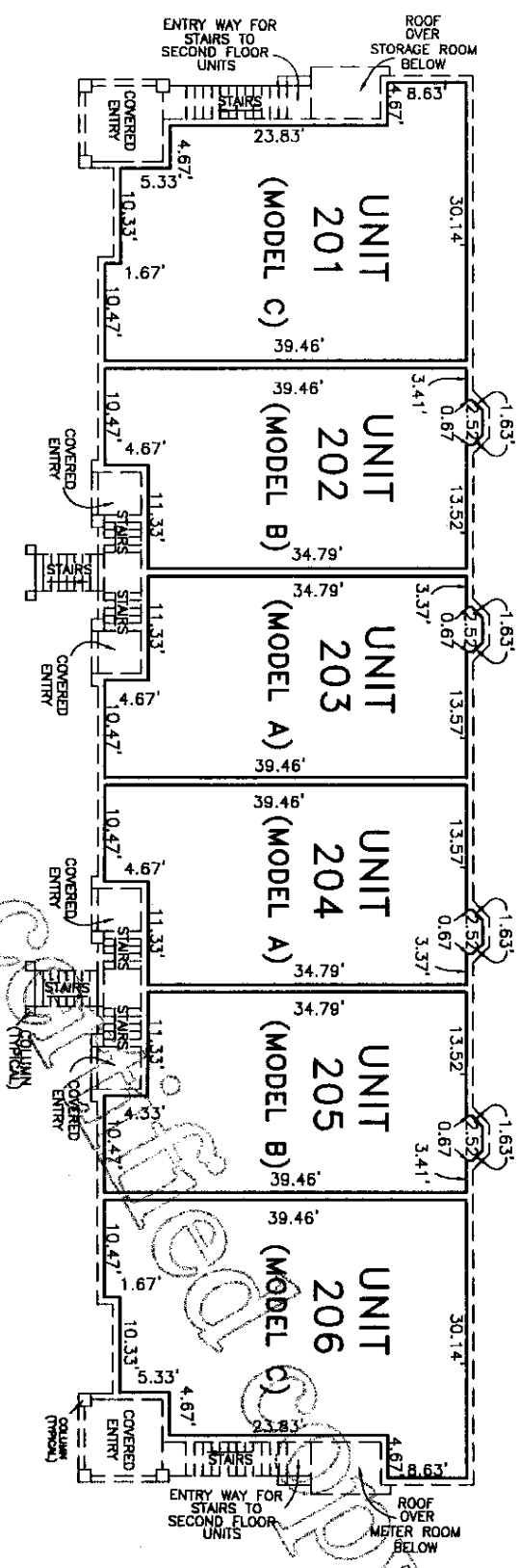


W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET

70 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 15 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:

IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

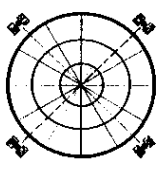
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

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W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
 71 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 16

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

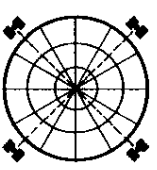
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 181.79 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 75.00 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 2.21 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 49.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 29.50 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 0.50 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 105.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 23,189 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a certified copy

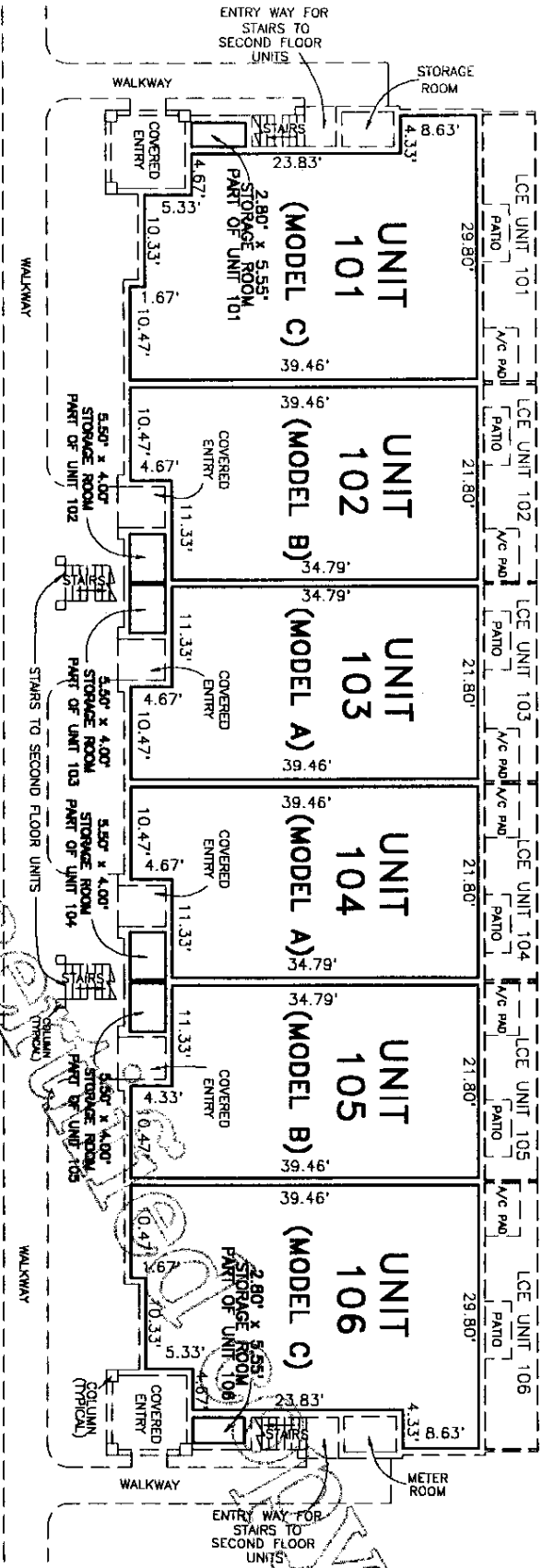
BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
73 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 16 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

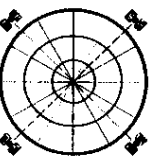
SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.



BENCH MARK LAND SURVEYING & MAPPING, INC.

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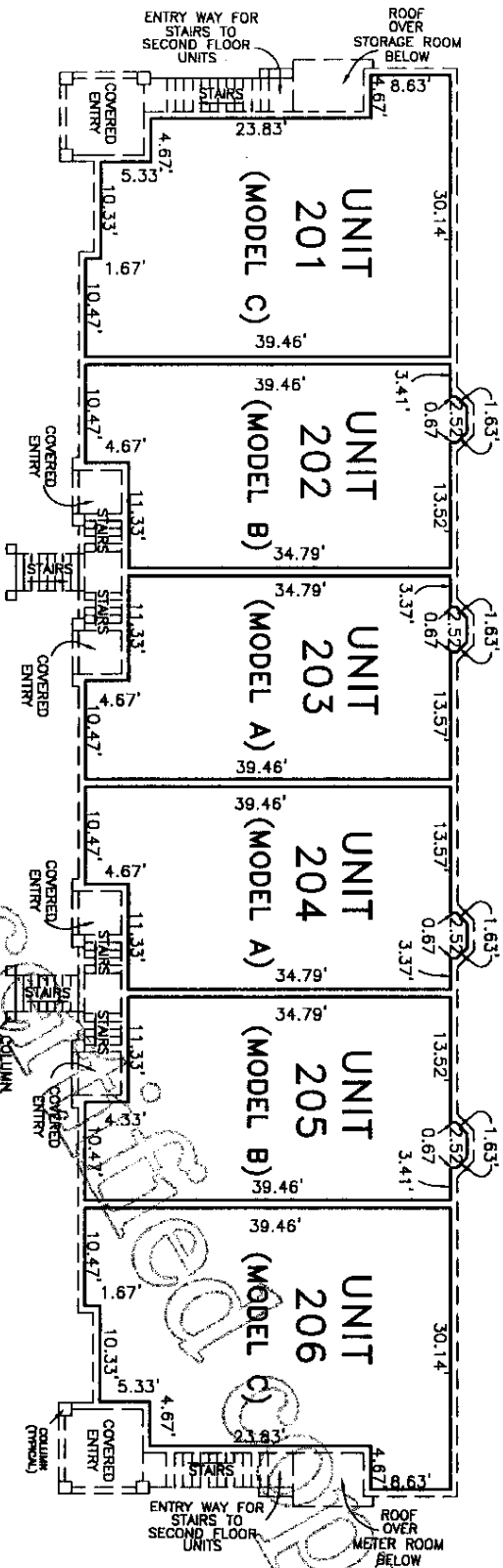


W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET

74 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 16 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.26
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

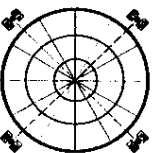
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VARYING CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

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 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO.: P220SEC3A

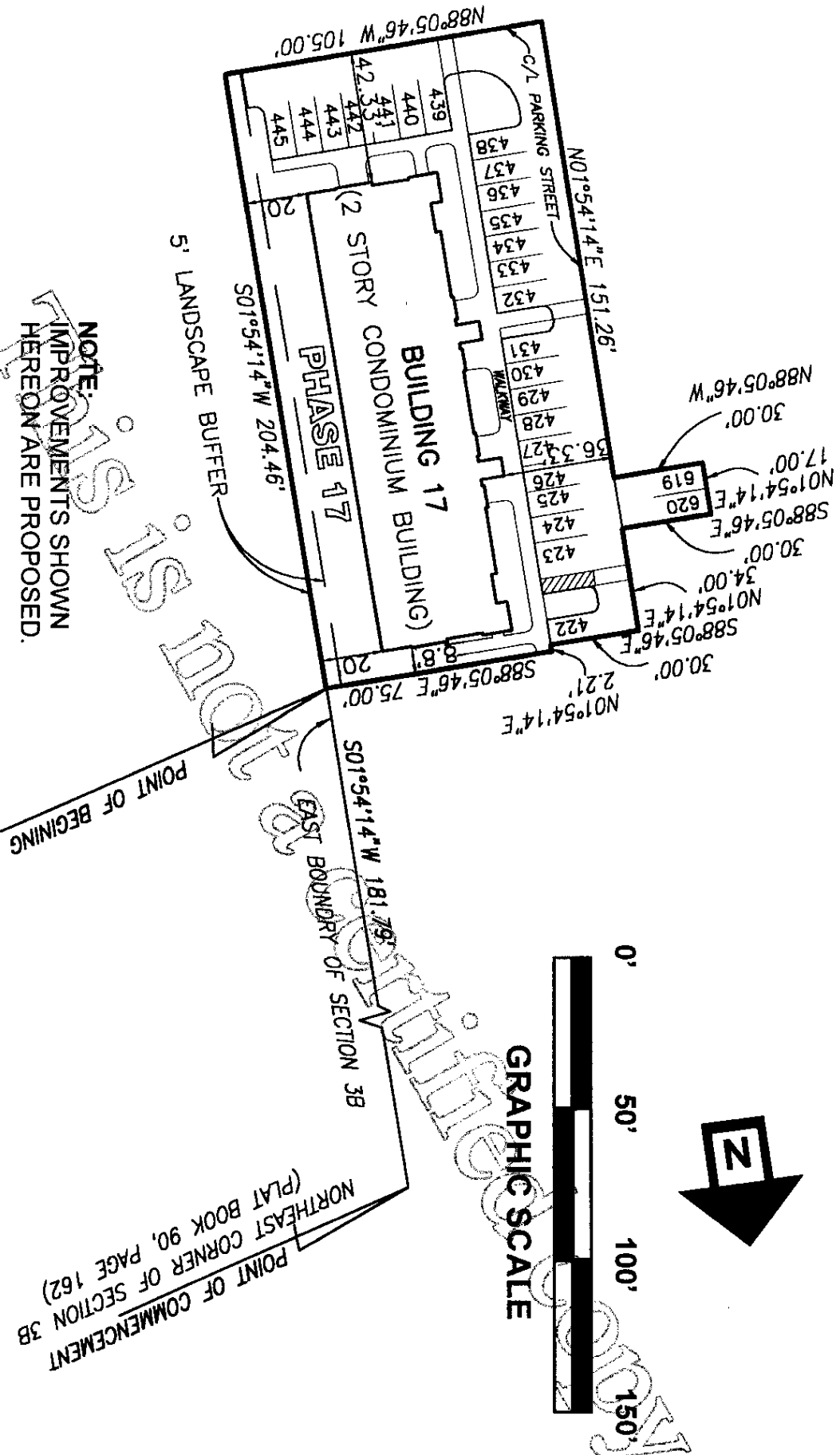
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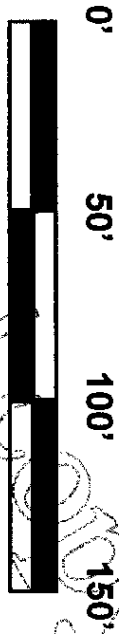
SHEET

75 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 17 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

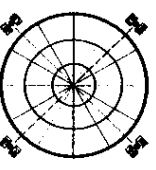


GRAPHIC SCALE

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF SECTION 3B
 (PLAT BOOK 90, PAGE 162)

BENCH MARK LAND SURVEYING & MAPPING, INC.

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 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
76 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 17

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 181.79 FEET FOR A **POINT OF BEGINNING**;

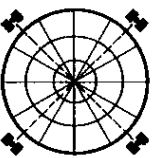
THENCE, SOUTH 01°54'14" WEST, CONTINUING ALONG SAID EAST BOUNDARY, A DISTANCE OF 204.46 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 105.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 151.26 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 17.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 34.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 2.21 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,913 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a warranty

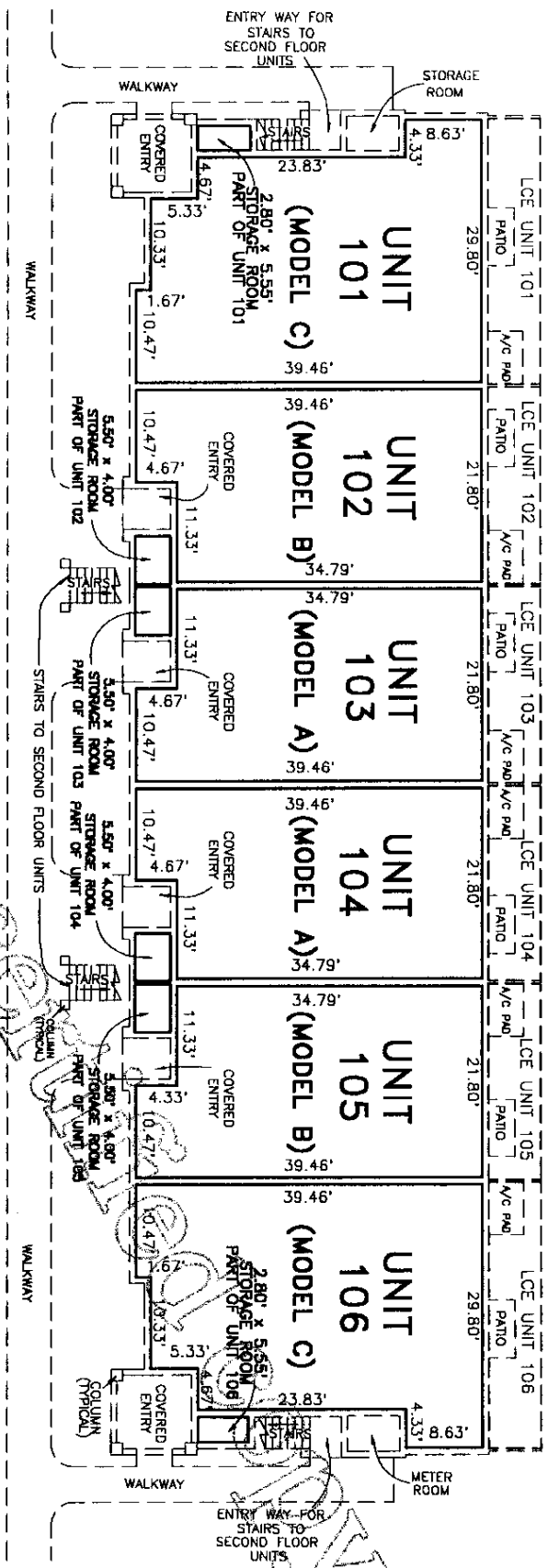
BENCH MARK LAND SURVEYING & MAPPING, INC.
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PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
77 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 17 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

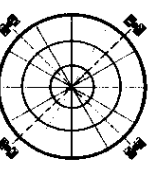
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



BENCH MARK LAND SURVEYING & MAPPING, INC.

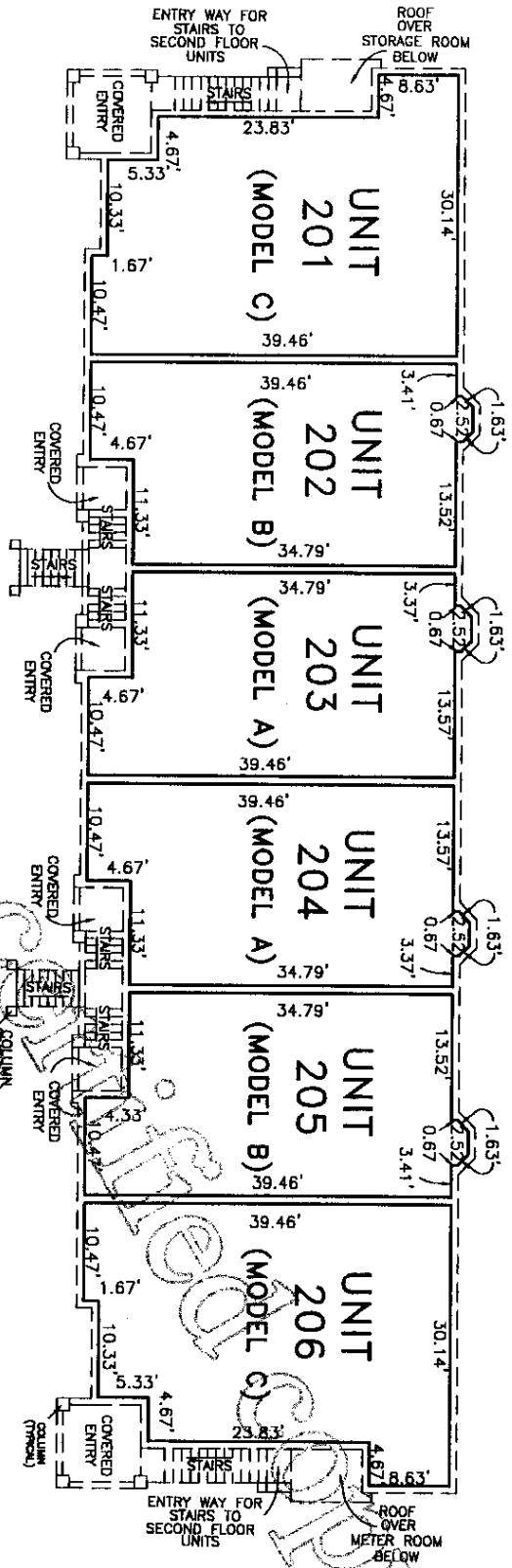
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO.: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
 78 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 17 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

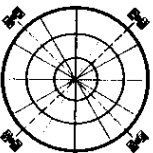
GRAPHIC SCALE
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SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

BENCH MARK LAND SURVEYING & MAPPING, INC.

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W.O. NO.: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 79 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 18

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 386.26 FEET FOR A POINT OF BEGINNING;

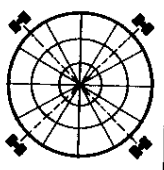
THENCE, CONTINUE SOUTH 01°54'14" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 203.80 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 75.00 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 18.95 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 222.74; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 21,966 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a contract

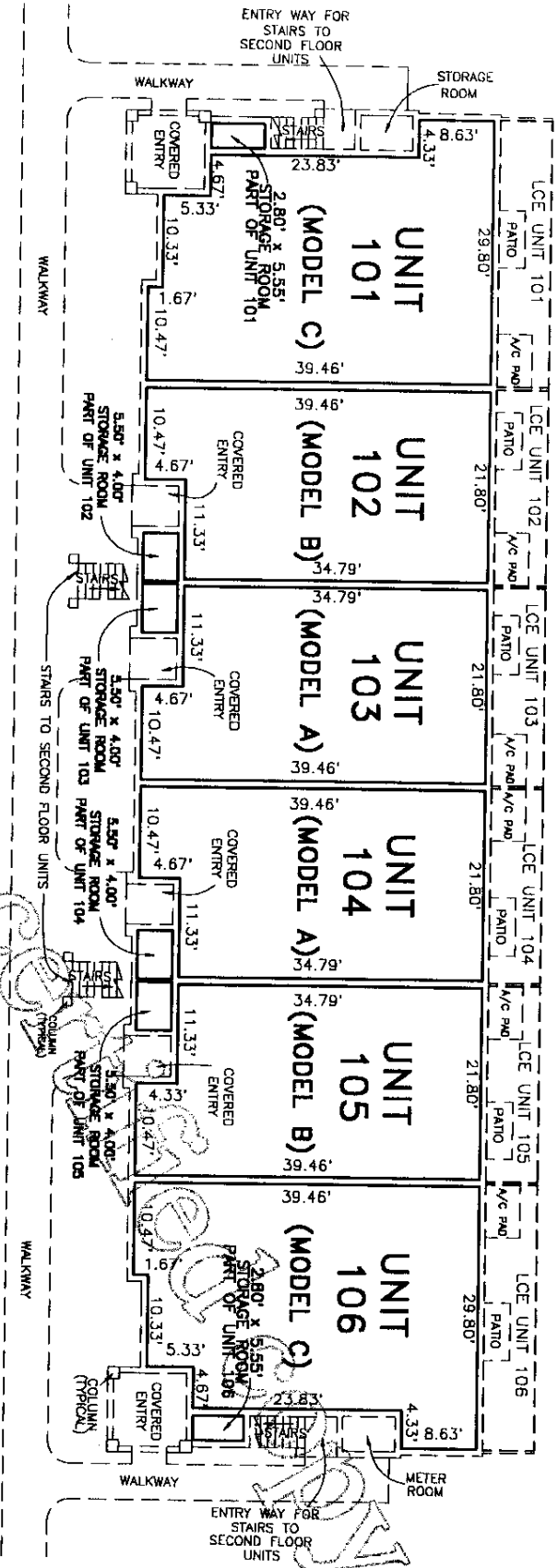
BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO.: P220SEC3A	SHEET
SCALE: NONE	
FILE: P220SEC3A	81 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 18 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT - FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

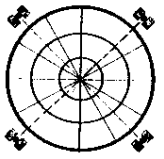
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

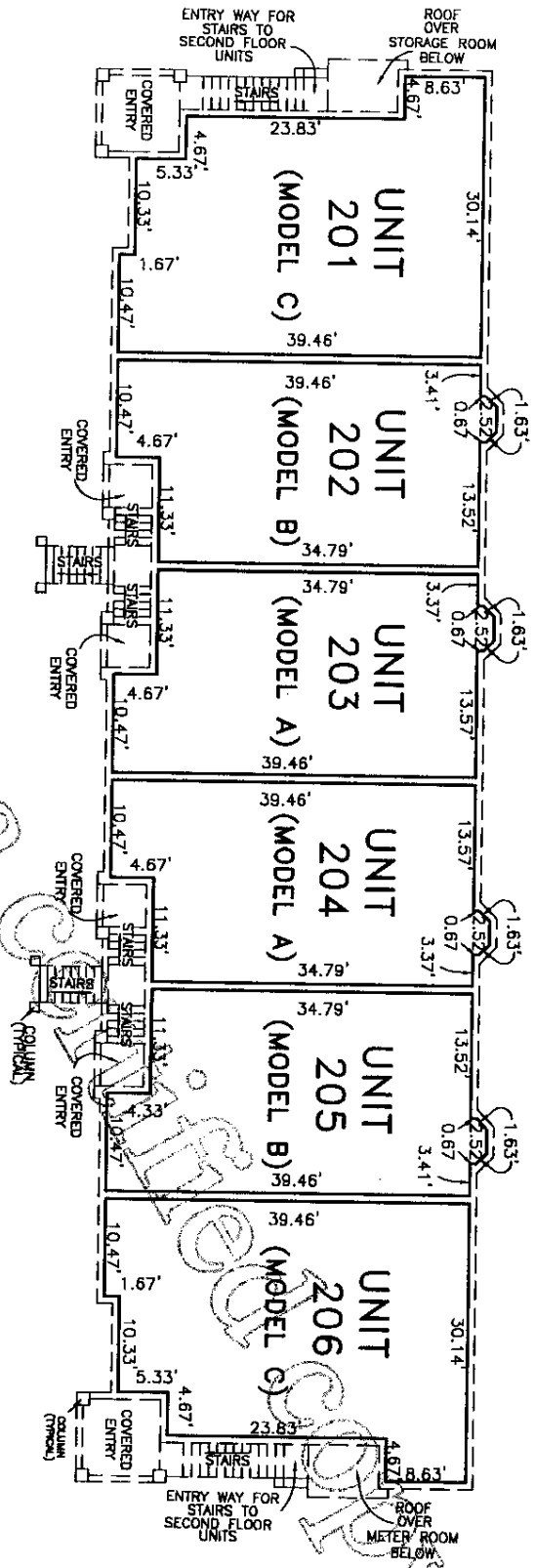


W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET

82 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 18 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:

IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

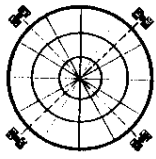
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE
 0' 20' 40' 60'



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD. - SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

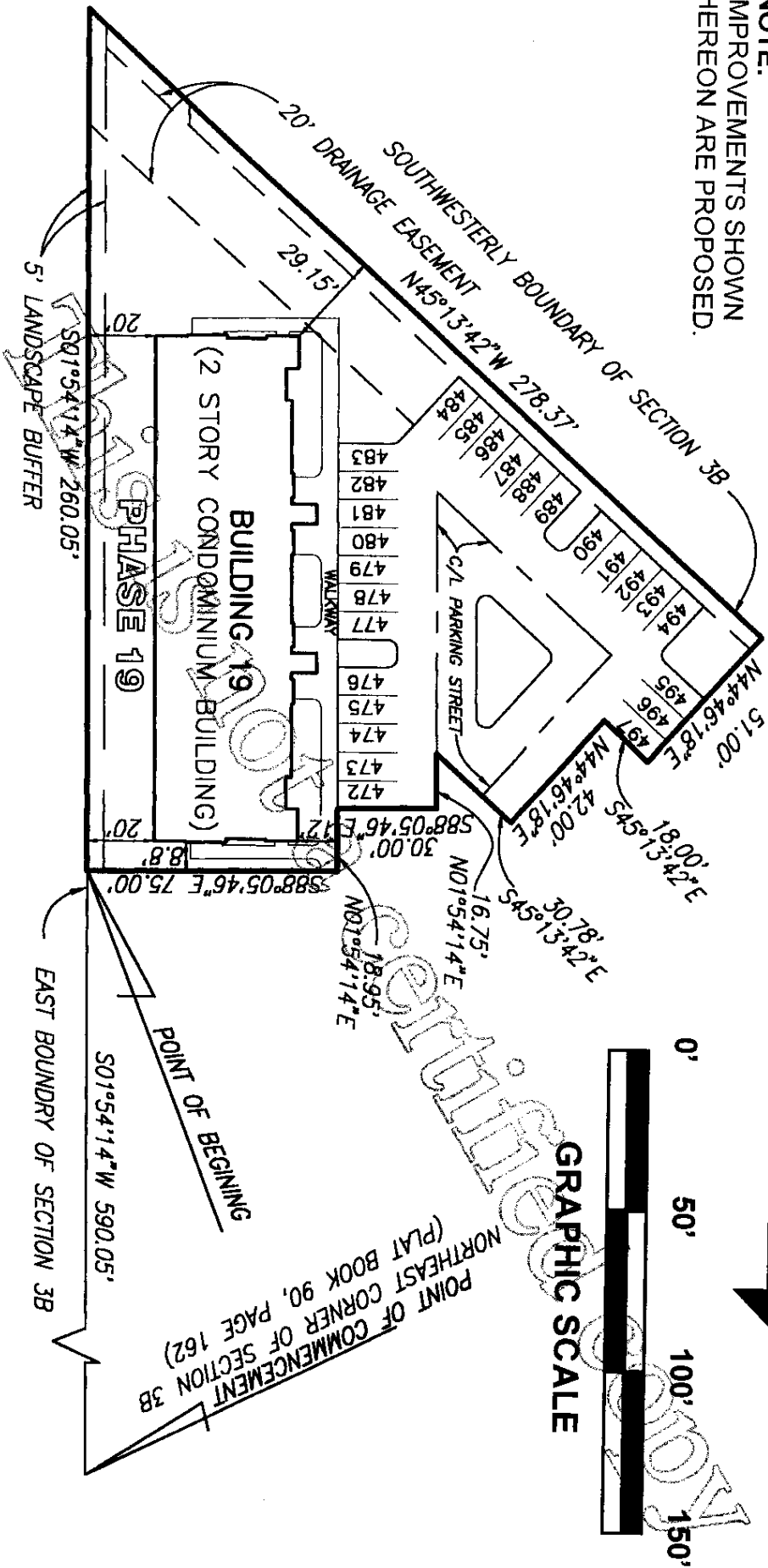


W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 83 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 19 SURVEY AND PLOT PLAN

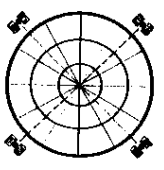
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



GRAPHIC SCALE

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF SECTION 3B
 (PLAT BOOK 90, PAGE 162)

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W/O. NO: P220SEC3A	SHEET
SCALE: GRAPHIC	
FILE: P220SEC3A	
84 OF 110	

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 19

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 590.05 FEET FOR A POINT OF BEGINNING;

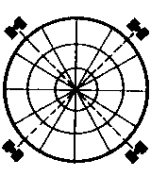
THENCE, CONTINUE SOUTH 01°54'14" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 260.05 FEET; THENCE, NORTH 45°13'42" WEST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 278.37 FEET; THENCE, NORTH 44°46'18" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 51.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 18.00 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 42.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 30.78 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 16.75 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 18.95 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 29,416 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

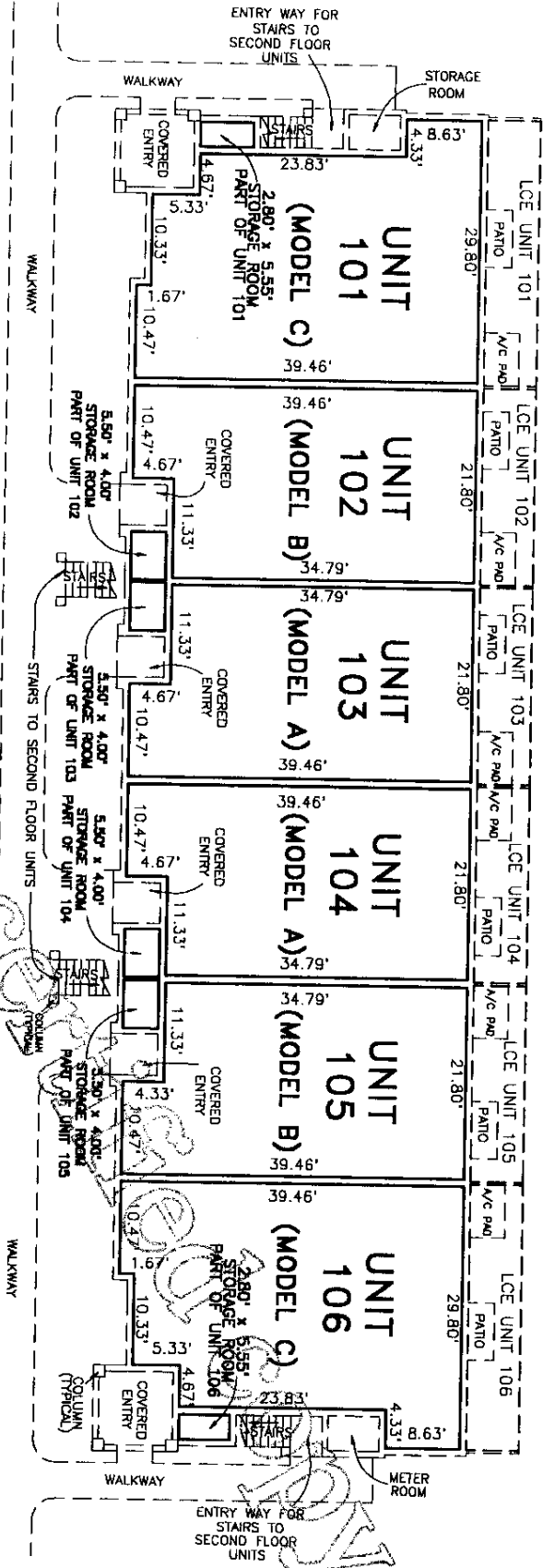
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PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



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SCALE: NONE	
FILE: P220SEC3A	85 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 19 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

NOTE
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

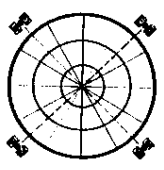
GRAPHIC SCALE



1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT - FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

BENCH MARK LAND SURVEYING & MAPPING, INC.

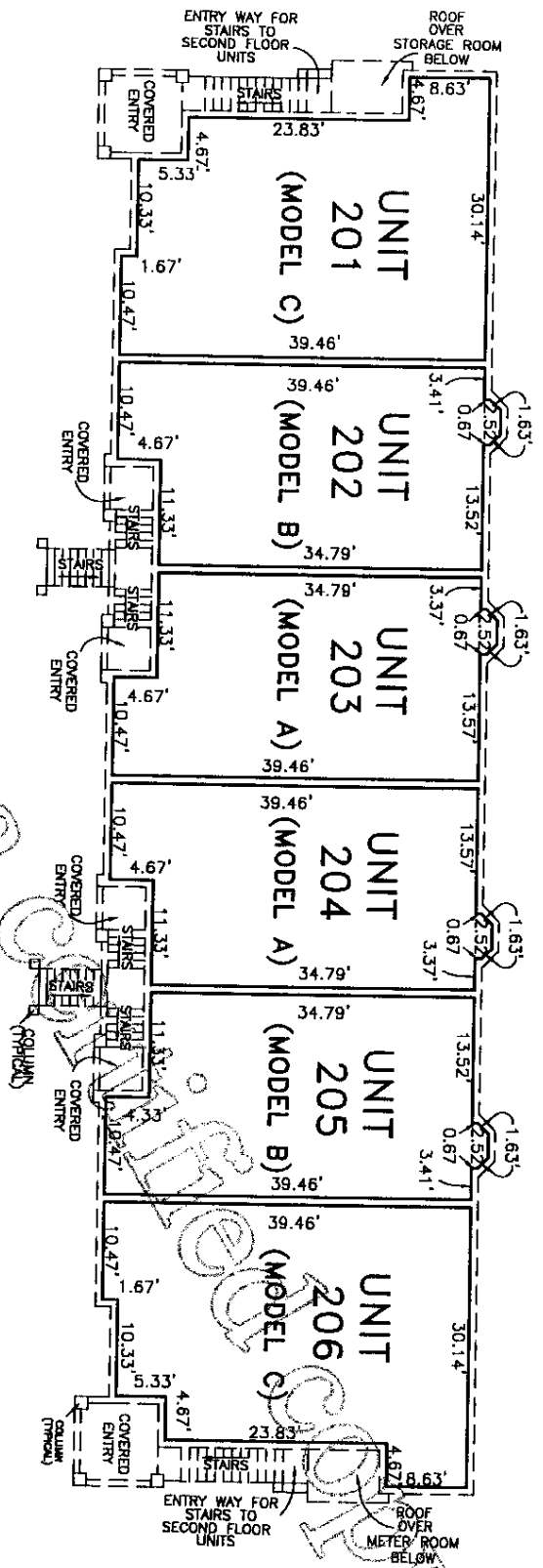
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 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 86 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 19 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:

IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

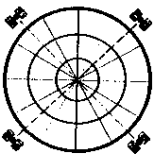
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE
 0' 20' 40' 60'



BENCH MARK LAND SURVEYING & MAPPING, INC.

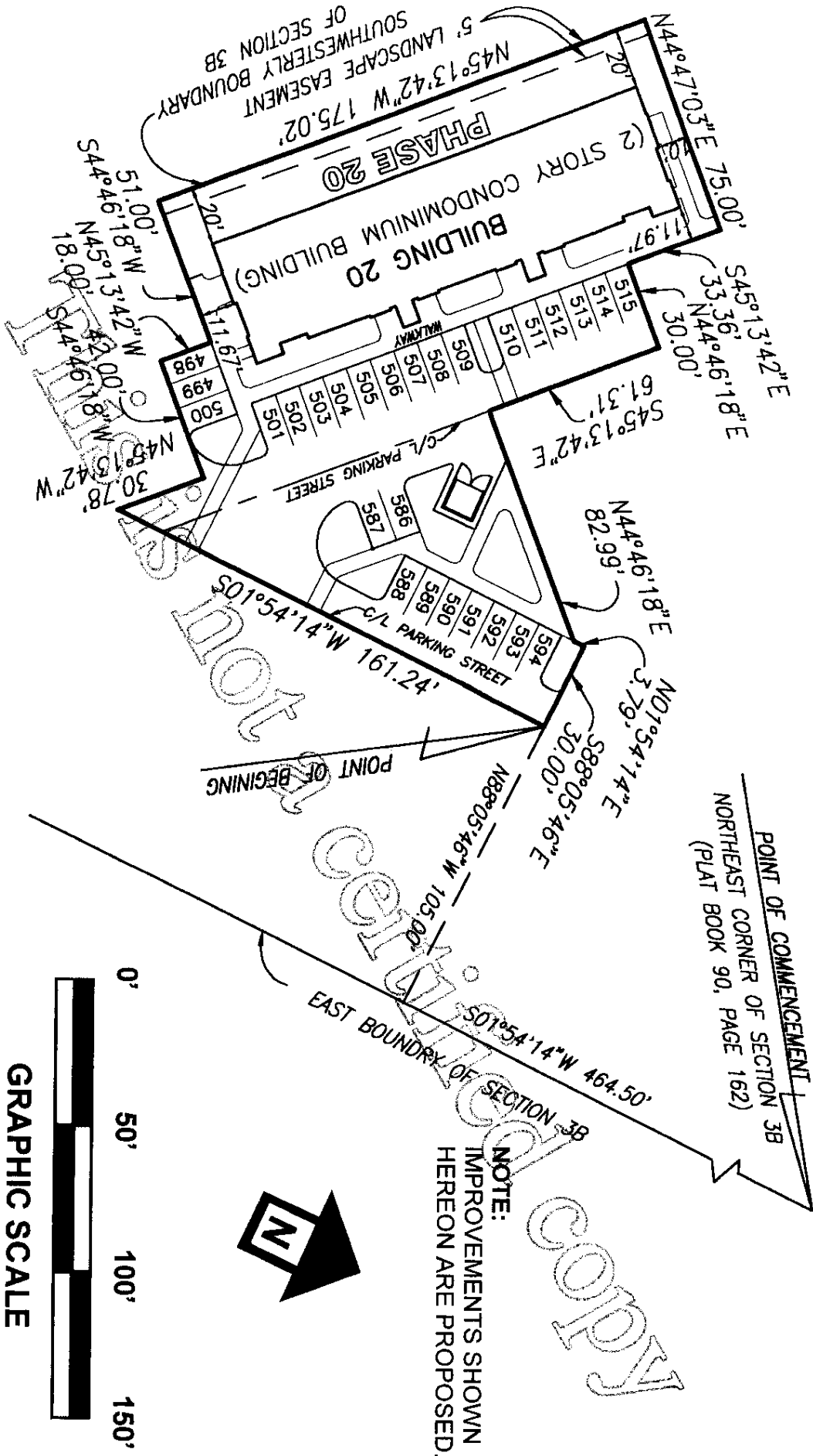
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

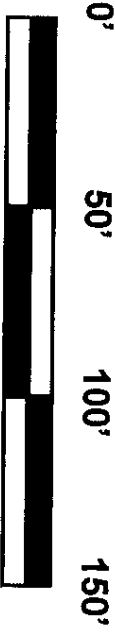
SHEET
 87 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 20 SURVEY AND PLOT PLAN

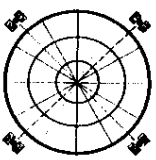


POINT OF COMMENCEMENT
 NORTHEAST CORNER OF SECTION 3B
 (PLAT BOOK 90, PAGE 162)

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 88 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 20

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

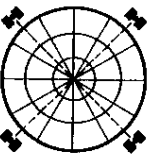
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 464.50 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 105.00 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 161.24 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 30.78 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 42.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 18.00 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 51.00 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY BOUNDARY OF SAID SECTION 3B; THENCE, NORTH 45°13'42" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 175.02 FEET; THENCE, NORTH 44°47'03" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 75.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 33.36 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 61.31 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 82.99 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 3.79 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 25,776 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

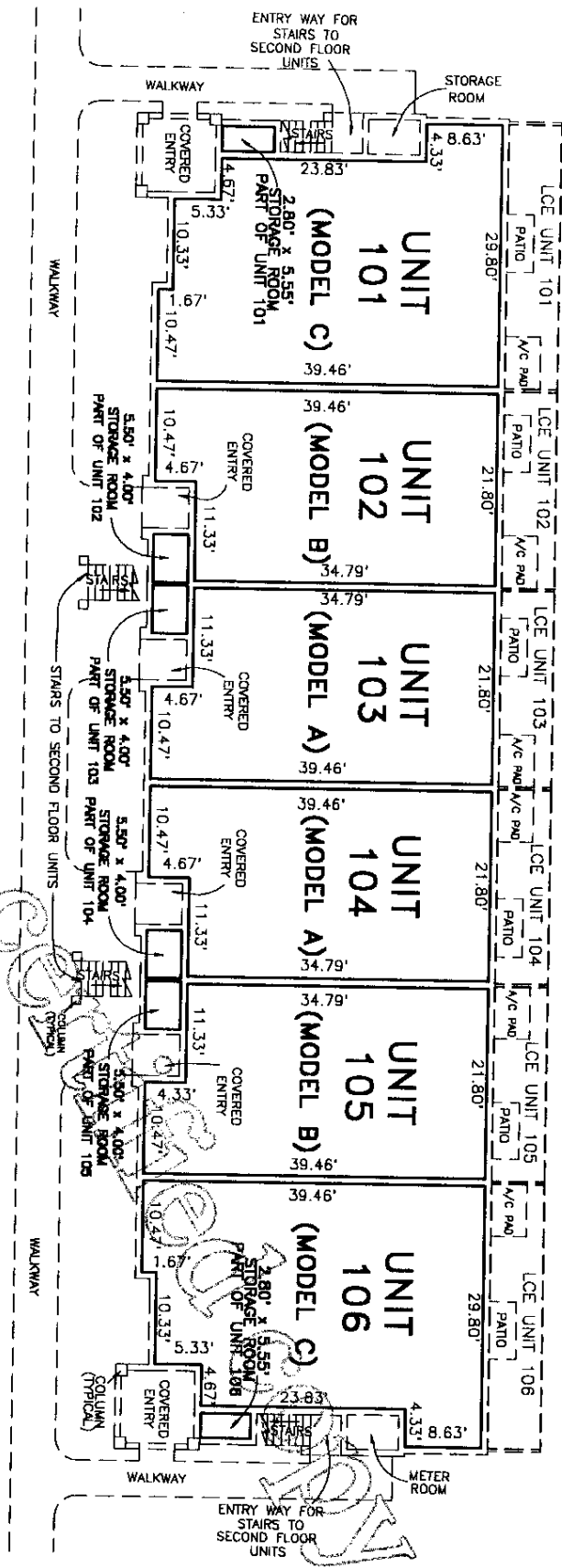
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 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM

W.O. NO: P220SEC3A	SHEET
SCALE: NONE	
FILE: P220SEC3A	89 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 20 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

NOTE:

IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

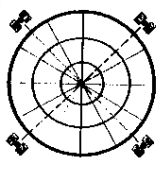
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

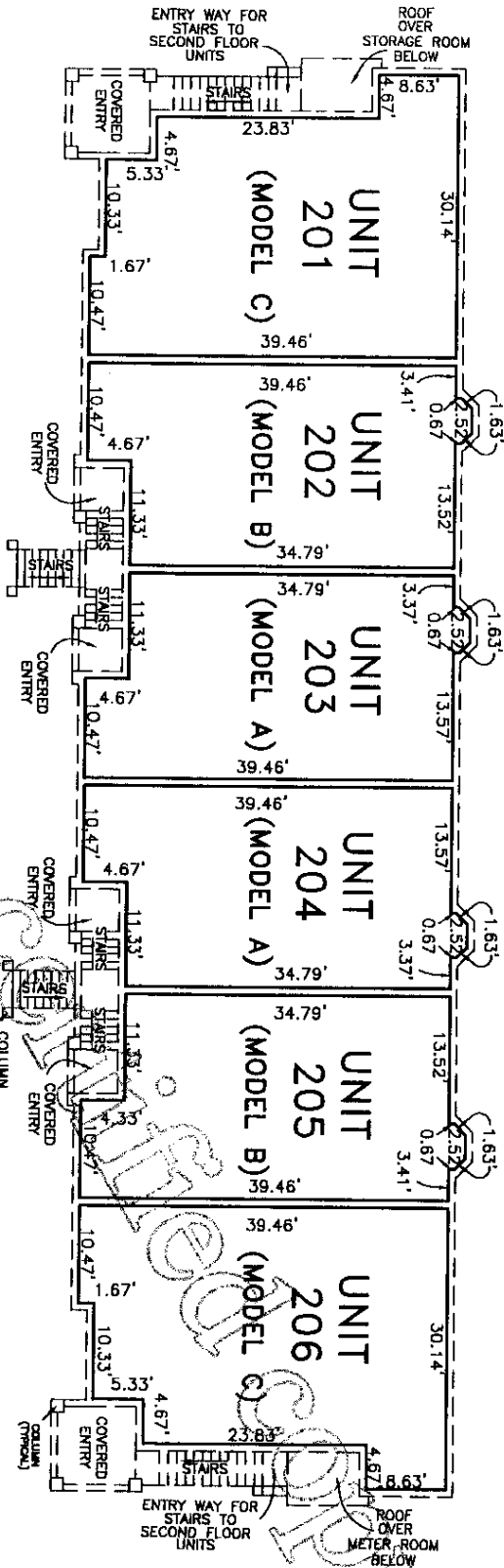
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
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W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
 90 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 20 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98
 LOWER LIMIT ELEVATION: 29.85

NOTE:

IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

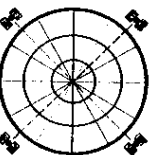
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

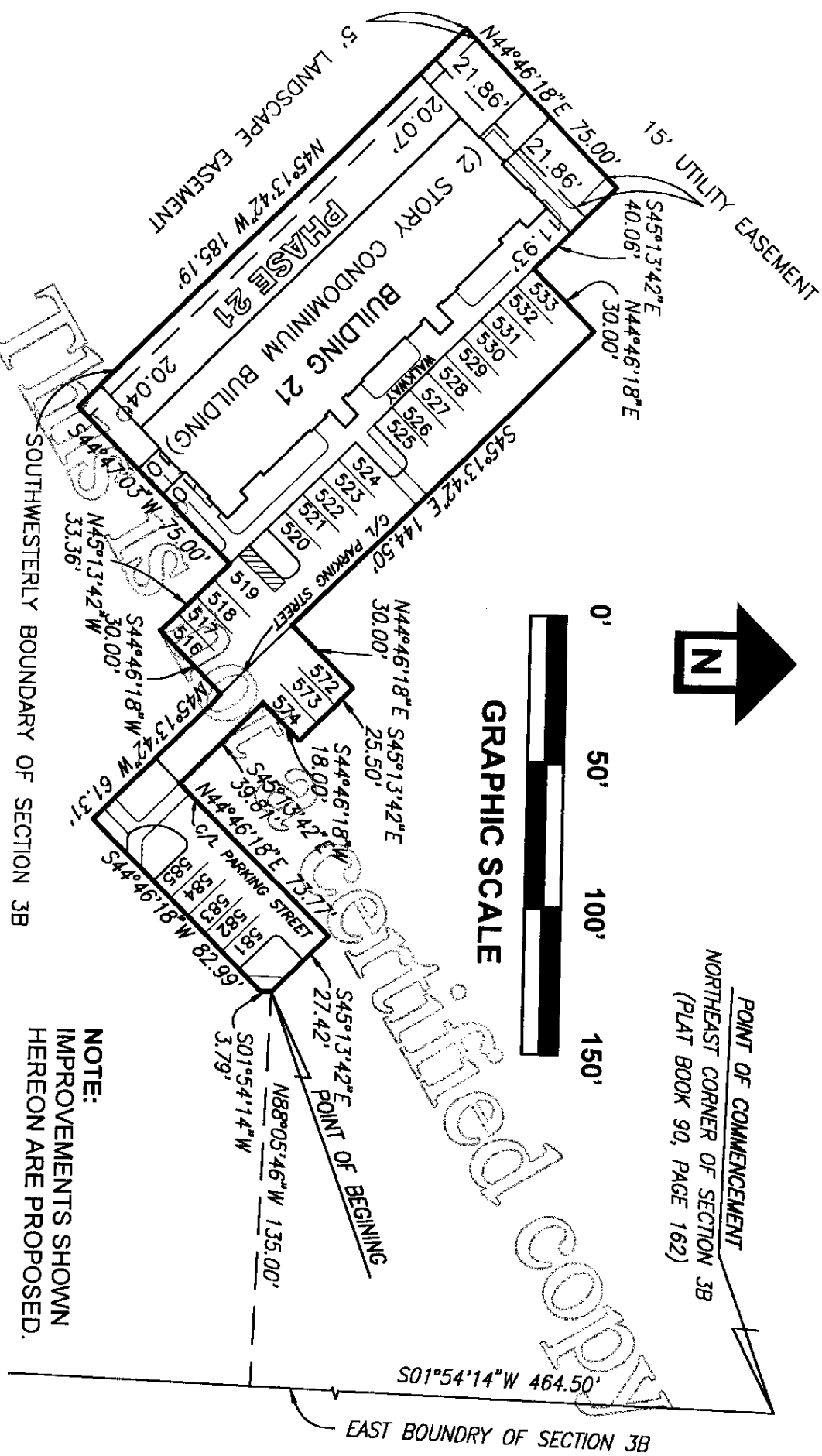


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 FILE: P220SEC3A

SHEET

91 OF 110

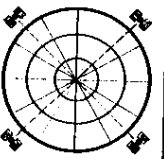
EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 21 SURVEY AND PLOT PLAN



NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

BENCH MARK LAND SURVEYING & MAPPING, INC.

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 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
 92 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 21

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 464.50 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 135.00 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 3.79 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 82.99 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 61.31 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 33.36 FEET; THENCE, SOUTH 44°47'03" WEST, A DISTANCE OF 75.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 185.19 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 75.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 40.06 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 144.50 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 25.50 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 18.00 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 39.81 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 73.77 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 27.42 FEET TO THE POINT OF BEGINNING.

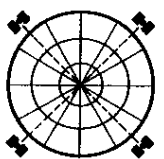
CONTAINING: 23,058 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a

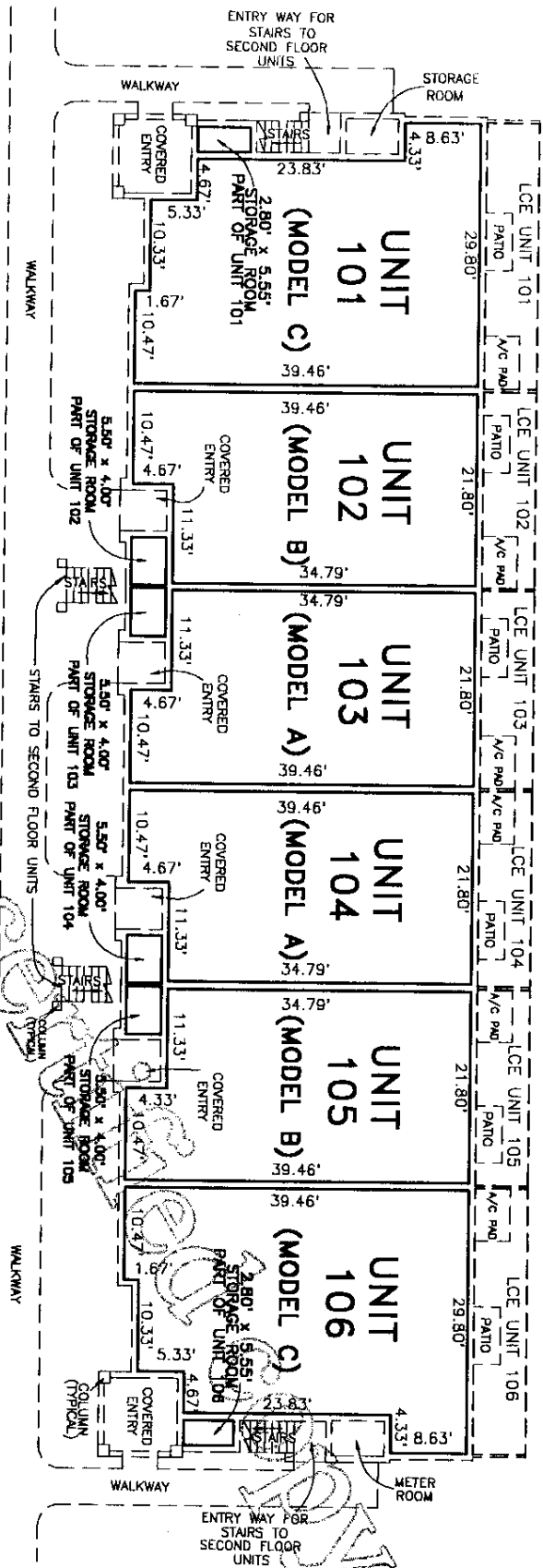
BENCH MARK LAND SURVEYING & MAPPING, INC.

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W/O. NO: P220SEC3A	SHEET
SCALE: NONE	93 OF 110
FILE: P220SEC3A	

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 21 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

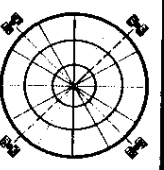
NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.



BENCH MARK LAND SURVEYING & MAPPING, INC.

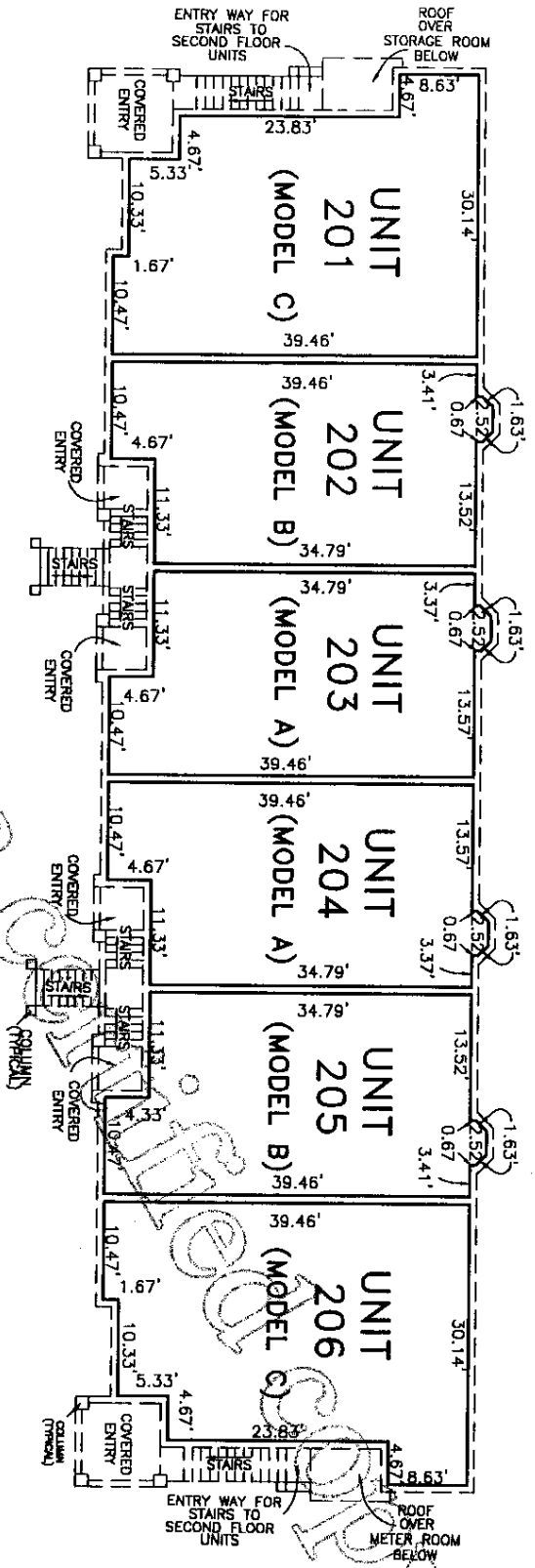
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 94 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 21 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:

IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

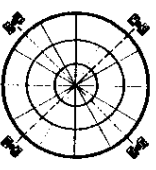
SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
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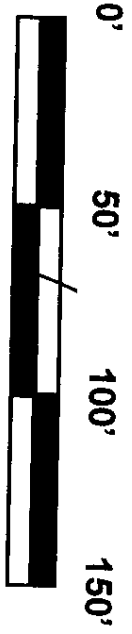
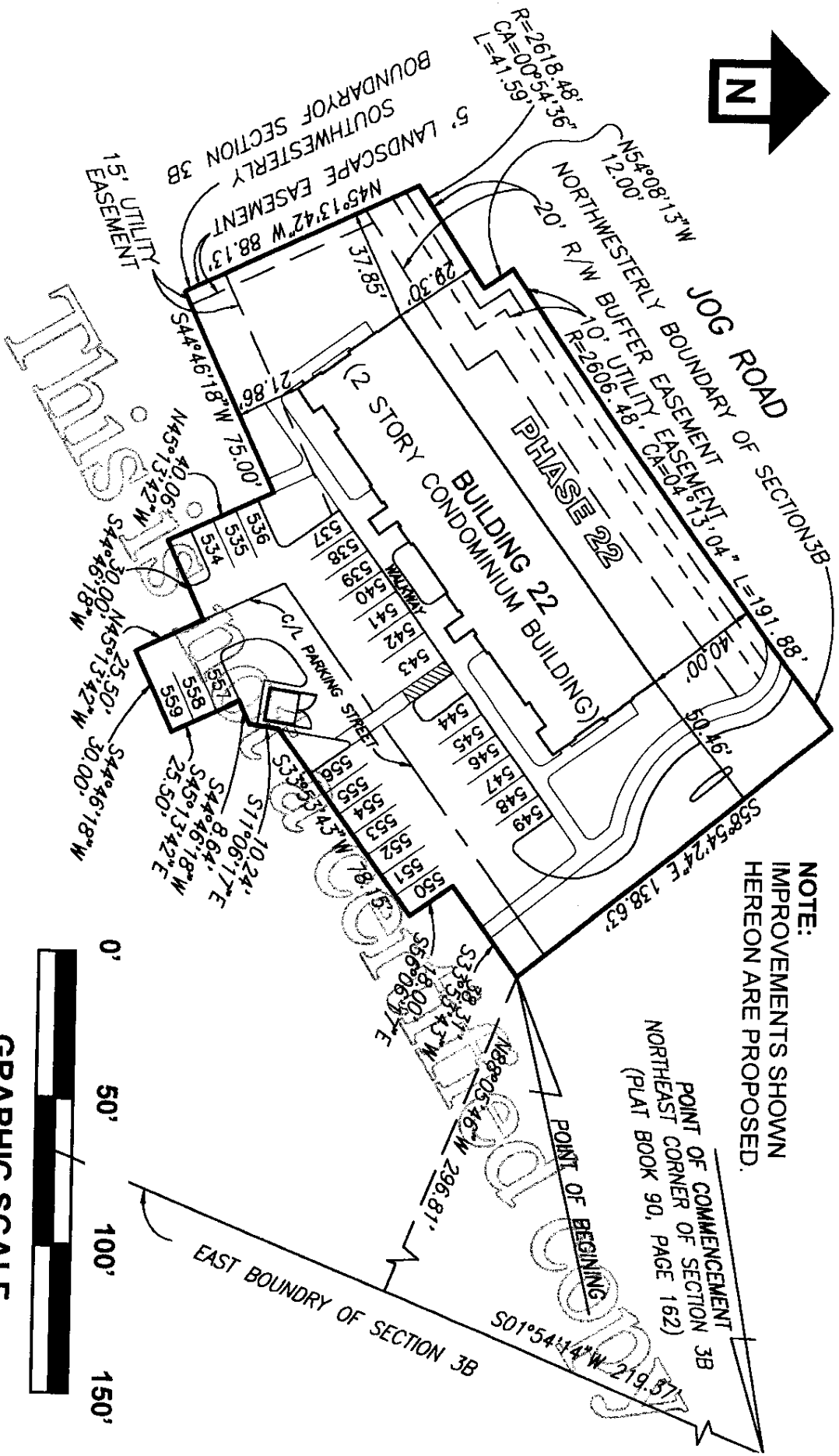
SHEET
 95 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 22 SURVEY AND PLOT PLAN

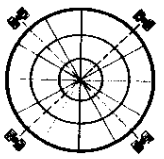


NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

POINT OF COMMENCEMENT 3B
 NORTHEAST CORNER OF SECTION 3B
 (PLAT BOOK 90, PAGE 162)



GRAPHIC SCALE



W.O. NO: P220SEC3A	SHEET
SCALE: GRAPHIC	
FILE: P220SEC3A	
96 OF 110	

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
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EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 22

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 219.37 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 296.81 FEET FOR A POINT OF BEGINNING;

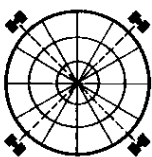
THENCE, SOUTH 33°53'43" WEST, A DISTANCE OF 38.31 FEET; THENCE, SOUTH 56°06'17" EAST, A DISTANCE OF 18.00 FEET; THENCE, SOUTH 33°53'43" WEST, A DISTANCE OF 78.15 FEET; THENCE, SOUTH 11°06'17" EAST, A DISTANCE OF 10.24 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 8.64 FEET; THENCE, SOUTH 45°13'42" EAST, A DISTANCE OF 25.50 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 25.50 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 40.06 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID SECTION 3B; THENCE, NORTH 45°13'42" WEST, ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 88.13 FEET TO THE MOST WESTERLY CORNER OF SAID SECTION 3B; SAID NORTHWESTERLY CORNER BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2618.48 FEET AND WHOSE RADIUS POINT BEARS NORTH 53°13'36" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID SECTION 3B, THROUGH A CENTRAL ANGLE OF 00°54'36", A DISTANCE OF 41.59 FEET; THENCE, NORTH 54°08'13" WEST, CONTINUING ALONG SAID BOUNDARY LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2606.48 FEET AND WHOSE RADIUS POINT BEARS NORTH 54°08'13" WEST; THENCE, NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID BOUNDARY, THROUGH A CENTRAL ANGLE OF 04°13'04", A DISTANCE OF 191.88 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 58°54'24" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 138.63 FEET TO THE POINT OF BEGINNING.

CONTAINING: 34,622 SQUARE FEET, MORE OR LESS.

COPY

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W.O. NO: P220SEC3A

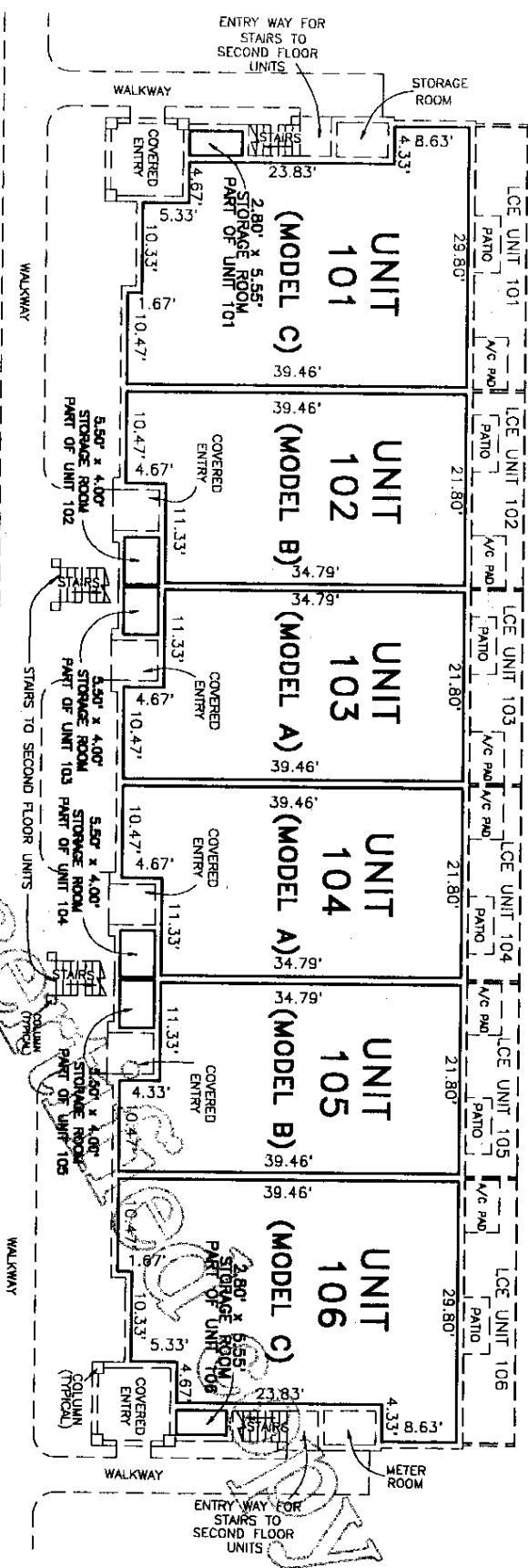
SCALE: NONE

FILE: P220SEC3A

SHEET

97 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 22 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



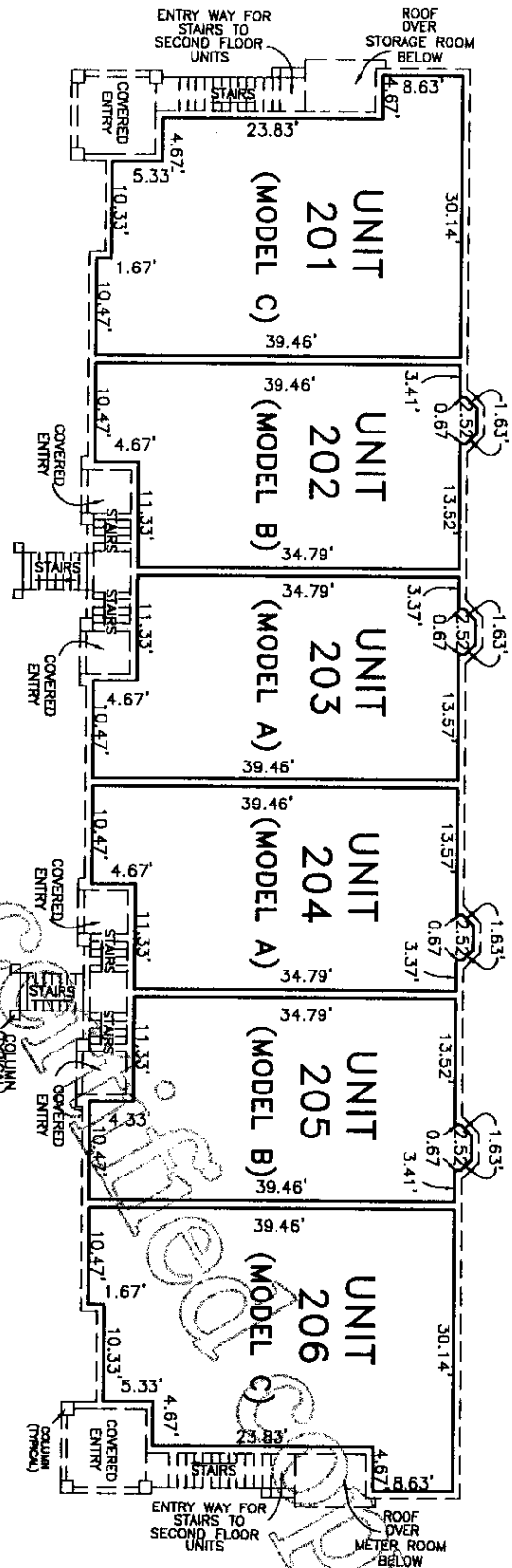
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
 SCALE: GRAPHIC
 FILE: P220SEC3A

SHEET
 98 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 22 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

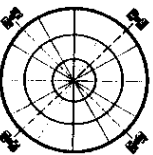


SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

BENCH MARK LAND SURVEYING & MAPPING, INC.

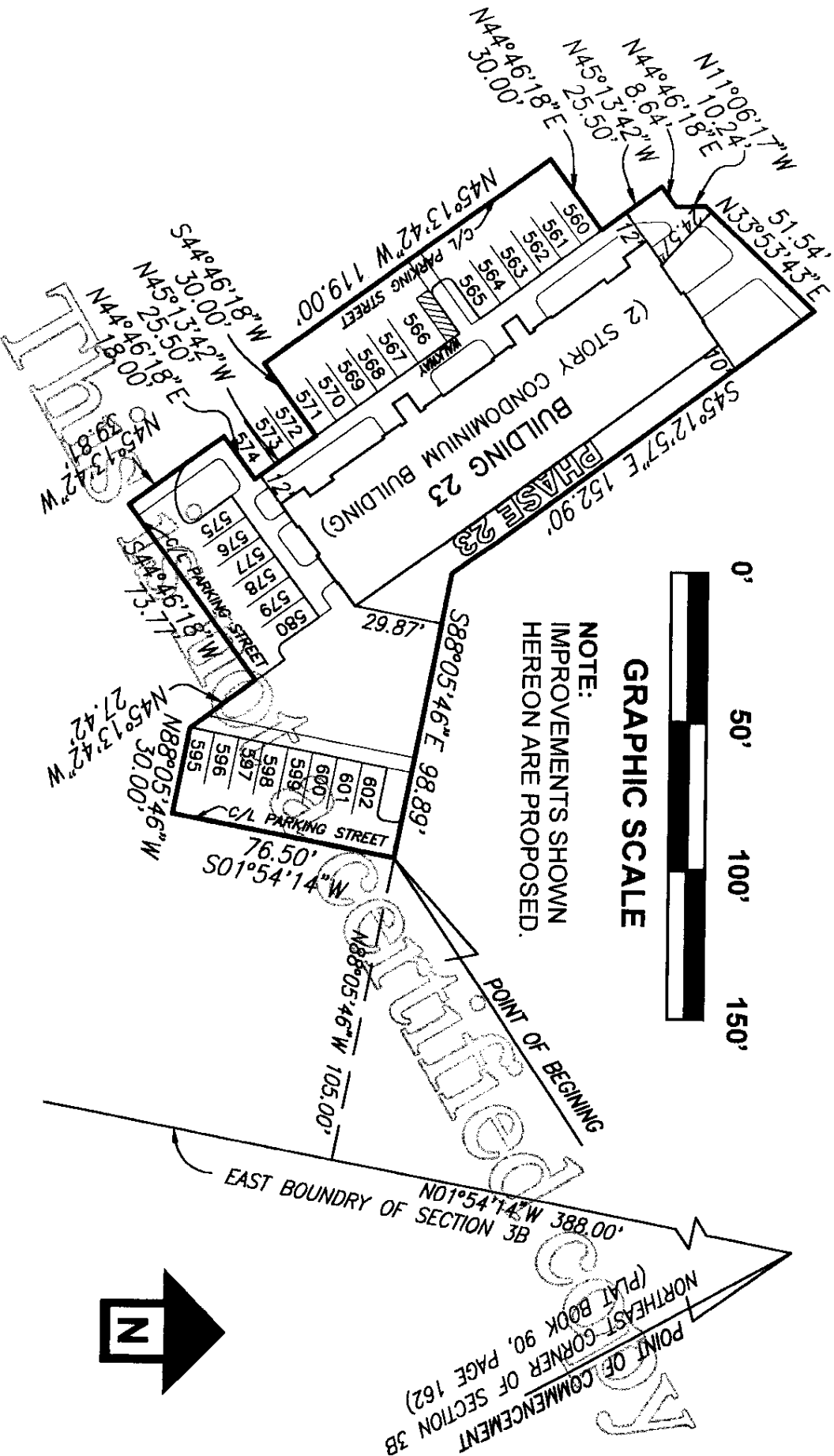
4152 WEST BLUE HERON BLVD. — SUITE 121, RIVERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO: P220SEC3A
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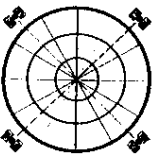
SHEET
 99 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 23 SURVEY AND PLOT PLAN



BENCH MARK LAND SURVEYING & MAPPING, INC.

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SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
100 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 23

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 388.00 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 105.00 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 76.50 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 27.42 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 73.77 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 39.81 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 18.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 25.50 FEET; THENCE, SOUTH 44°46'18" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 119.00 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 45°13'42" WEST, A DISTANCE OF 25.50 FEET; THENCE, NORTH 44°46'18" EAST, A DISTANCE OF 8.64 FEET; THENCE, NORTH 11°06'17" WEST, A DISTANCE OF 10.24 FEET; THENCE, NORTH, 33°53'43" EAST, A DISTANCE OF 51.54 FEET; THENCE, SOUTH 45°12'57" EAST, A DISTANCE OF 152.90 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 98.89 FEET TO THE POINT OF BEGINNING.

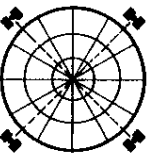
CONTAINING: 23,329 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

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W.O. NO: P220SEC3A

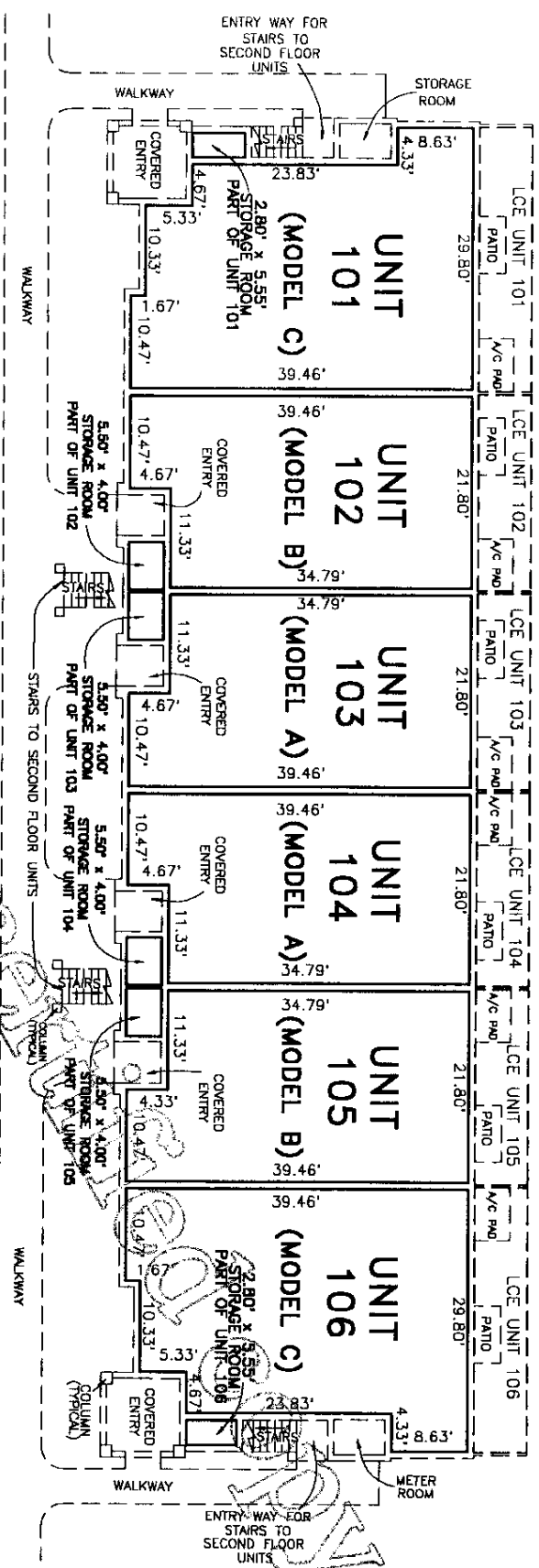
SCALE: NONE

FILE: P220SEC3A

SHEET

101 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 23 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

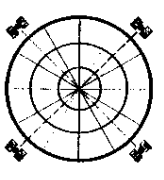
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



BENCH MARK LAND SURVEYING & MAPPING, INC.

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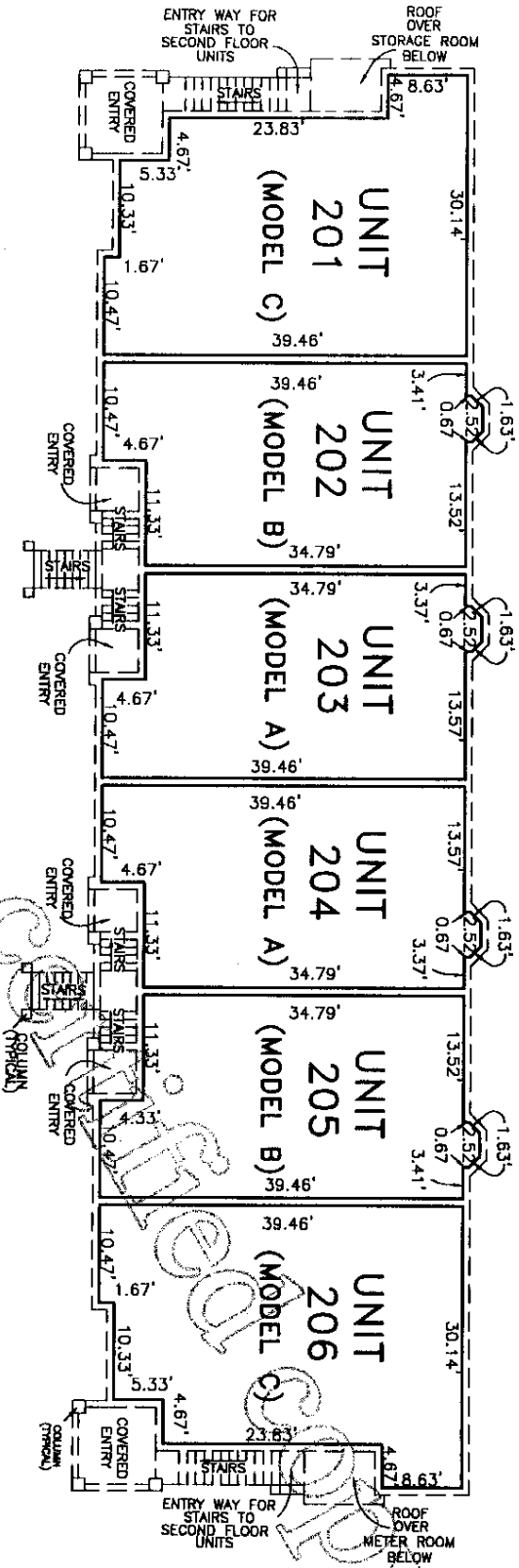


W.O. NO.: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET

102 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 23 - 2ND FLOOR
 LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.25
 LOWER LIMIT ELEVATION: 29.85

NOTE:

IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

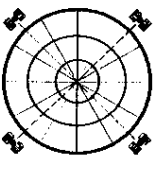
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

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 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM

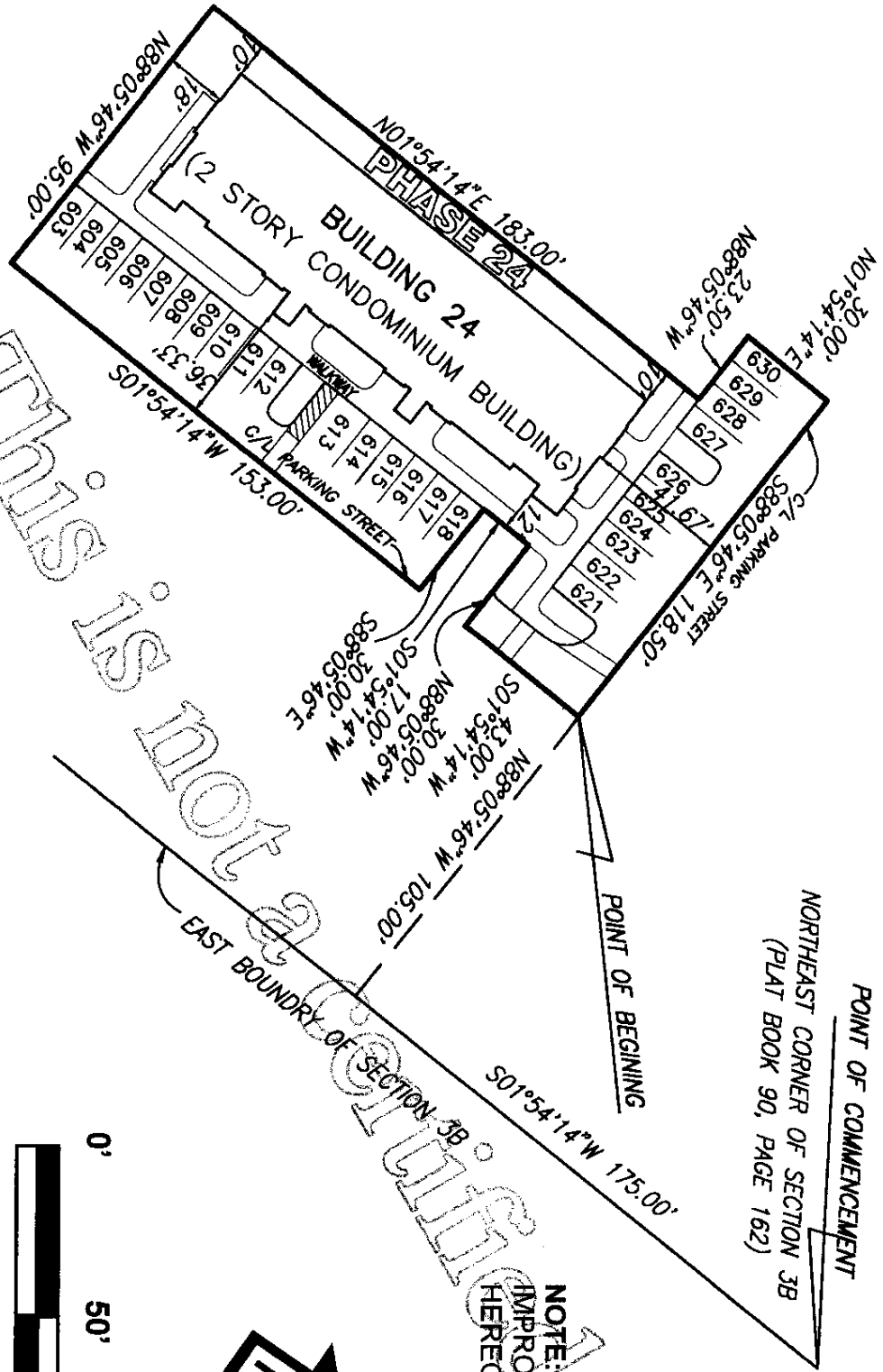


W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET

103 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 24 SURVEY AND PLOT PLAN



POINT OF COMMENCEMENT
 NORTHEAST CORNER OF SECTION 3B
 (PLAT BOOK 90, PAGE 162)

POINT OF BEGINNING

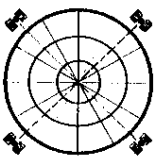
NOTE:
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 HEREON ARE PROPOSED.



GRAPHIC SCALE

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W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
 104 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 24

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 175.00 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 105.00 FEET FOR A **POINT OF BEGINNING**;

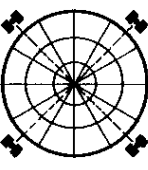
THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 43.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 17.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 153.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 95.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 183.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 23.50 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 118.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 20,430 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a certified copy

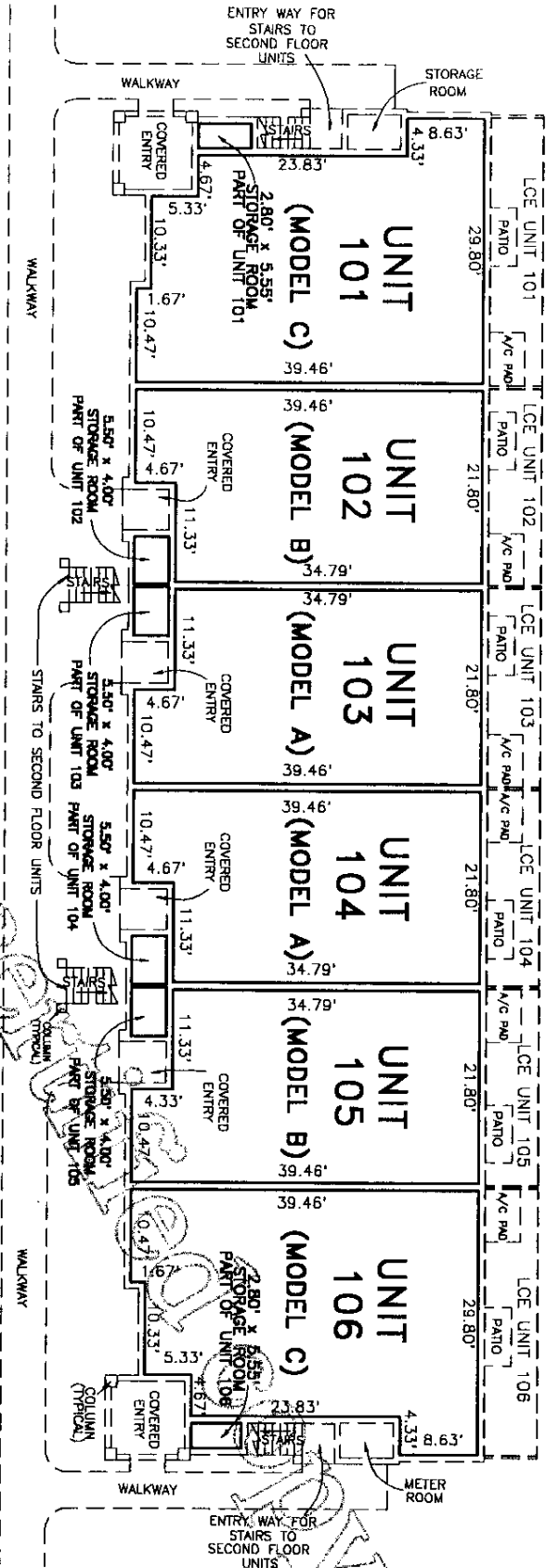
BENCH MARK LAND SURVEYING & MAPPING, INC.
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W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
105 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 24 - 1ST FLOOR
 LOCATION OF CONDOMINIUM UNITS 101, 102, 103, 104, 105, 106



UNIT ELEVATIONS

UPPER LIMIT ELEVATION: 29.18
 LOWER LIMIT ELEVATION: 21.10

SURVEYOR'S NOTES

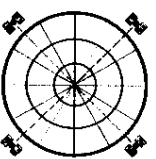
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. LCE DENOTES LIMITED COMMON ELEMENT FOR INFORMATION REGARDING LIMITED COMMON ELEMENTS (LCE'S) REFER TO SECTION 9 OF THIS DECLARATION.
3. CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
4. THE CONDOMINIUM UNIT STORAGE ROOMS ARE UNDER STAIRWAYS AND THE ELEVATION OF THEIR UPPER LIMITS VARY.

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

GRAPHIC SCALE

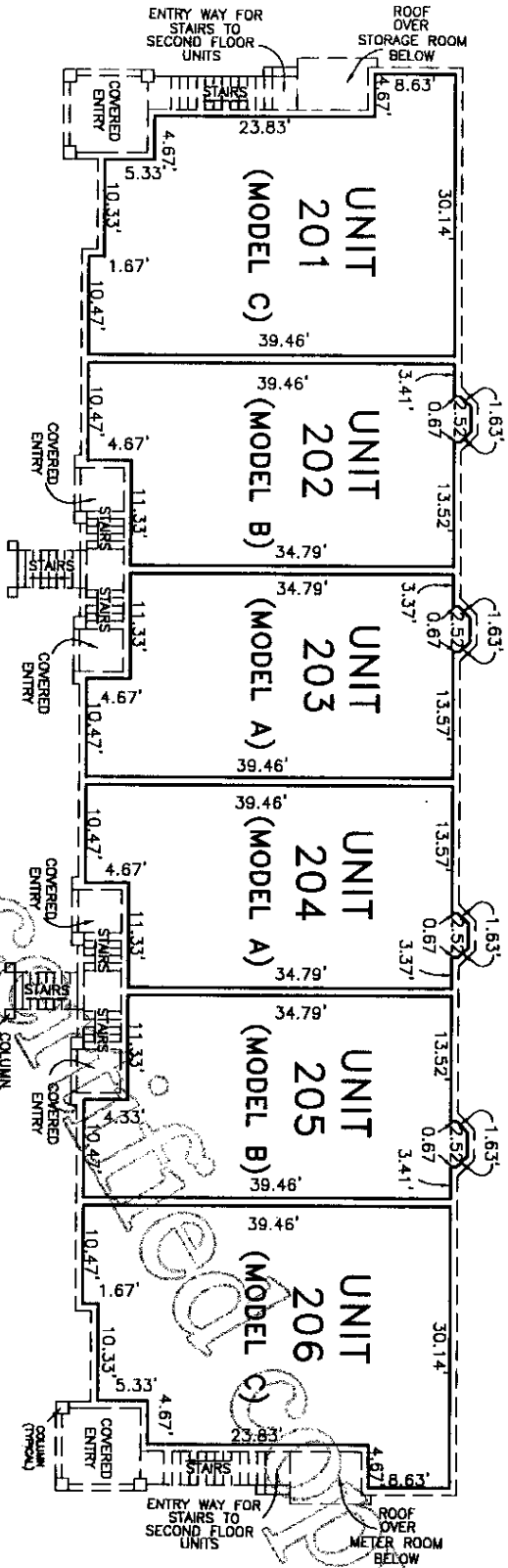


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 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
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SCALE: GRAPHIC	106 OF 110
FILE: P220SEC3A	

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 24 - 2ND FLOOR
LOCATION OF CONDOMINIUM UNITS 201, 202, 203, 204, 205, 206



UNIT ELEVATIONS

UPPER LIMIT ELEVATION RANGE: 37.98 - 42.26
 LOWER LIMIT ELEVATION: 29.85

NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.

SURVEYOR'S NOTES

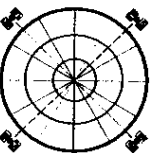
1. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. CONDOMINIUM UNITS ARE NOTED HEREON. ALL OTHER AREAS ARE COMMON ELEMENTS.
3. SECOND FLOOR UNITS HAVE VAULTED CEILINGS AND THE RANGE OF ELEVATIONS OF THE UPPER LIMIT IS INDICATED HEREON.

GRAPHIC SCALE



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A

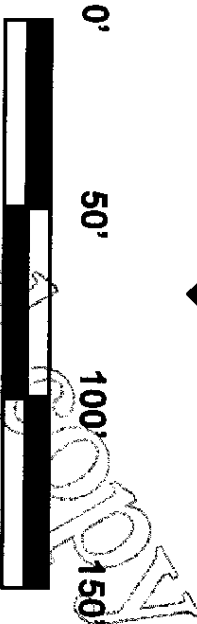
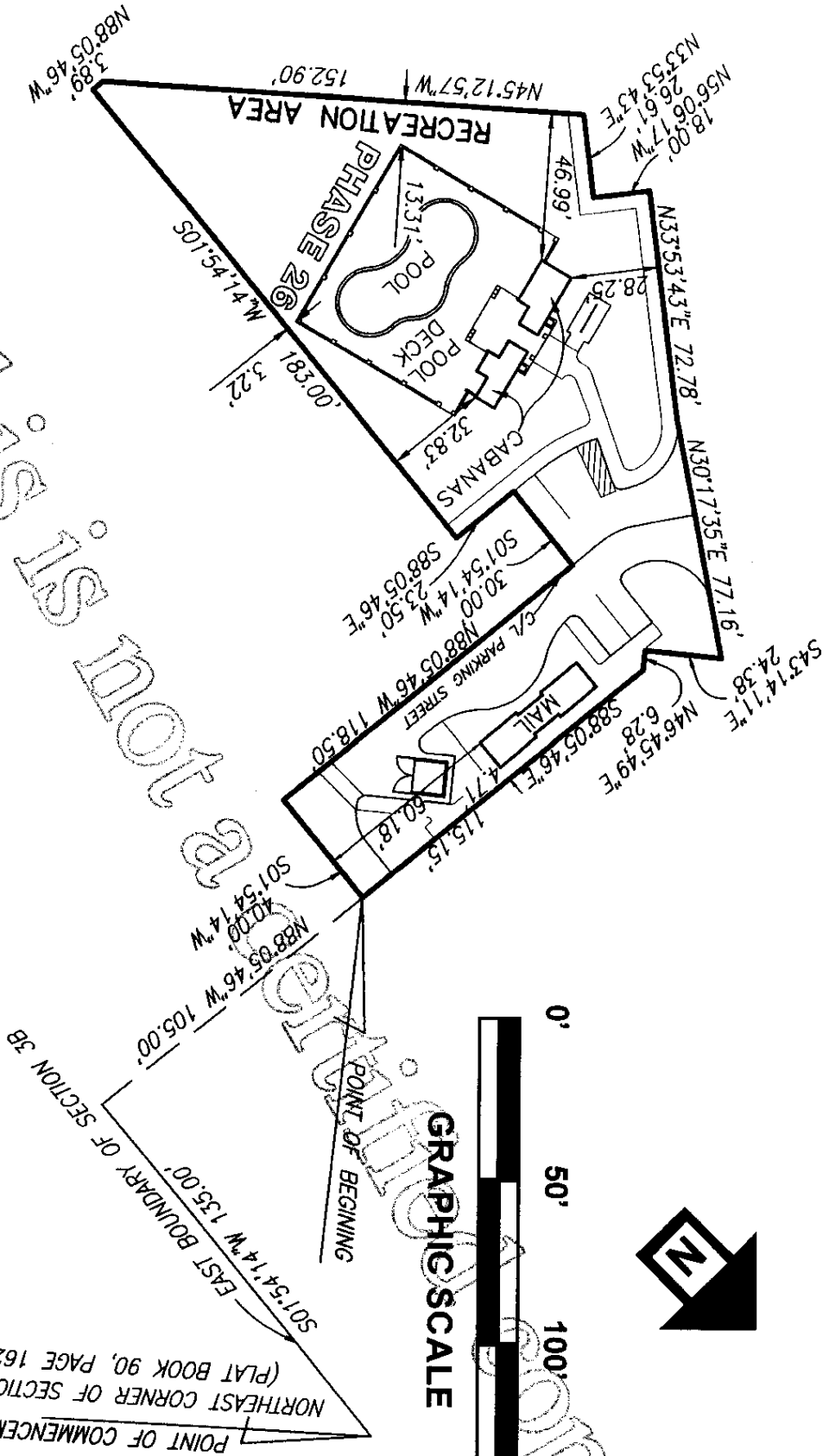
SCALE: GRAPHIC

FILE: P220SEC3A

SHEET

107 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 26 SURVEY AND PLOT PLAN



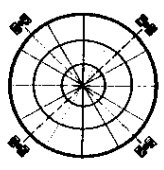
GRAPHIC SCALE

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF SECTION 3B
 (PLAT BOOK 90, PAGE 162)

This is not a legal document

BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO: P220SEC3A
SCALE: GRAPHIC
FILE: P220SEC3A

SHEET
108 OF 110

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION OF PHASE 26

A PARCEL OF LAND LYING IN SECTION 3B, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3B: THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 3B, A DISTANCE OF 135.00 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 105.00 FEET FOR A **POINT OF BEGINNING**;

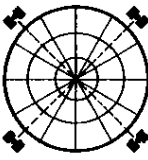
THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 118.50 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 23.50 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 183.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 3.89 FEET; THENCE, NORTH 45°12'57" WEST, A DISTANCE OF 152.90 FEET; THENCE, NORTH 33°53'43" EAST, A DISTANCE OF 26.61 FEET; THENCE, NORTH 56°06'17" WEST, A DISTANCE OF 18.00 FEET; THENCE, NORTH 33°53'43" EAST, A DISTANCE OF 72.78 FEET; THENCE, NORTH 30°17'35" EAST, A DISTANCE OF 77.16 FEET; THENCE, SOUTH 43°14'11" EAST, A DISTANCE OF 24.38 FEET; THENCE, NORTH 46°45'49" EAST, A DISTANCE OF 6.28 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 115.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 22,483 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This is not a copy

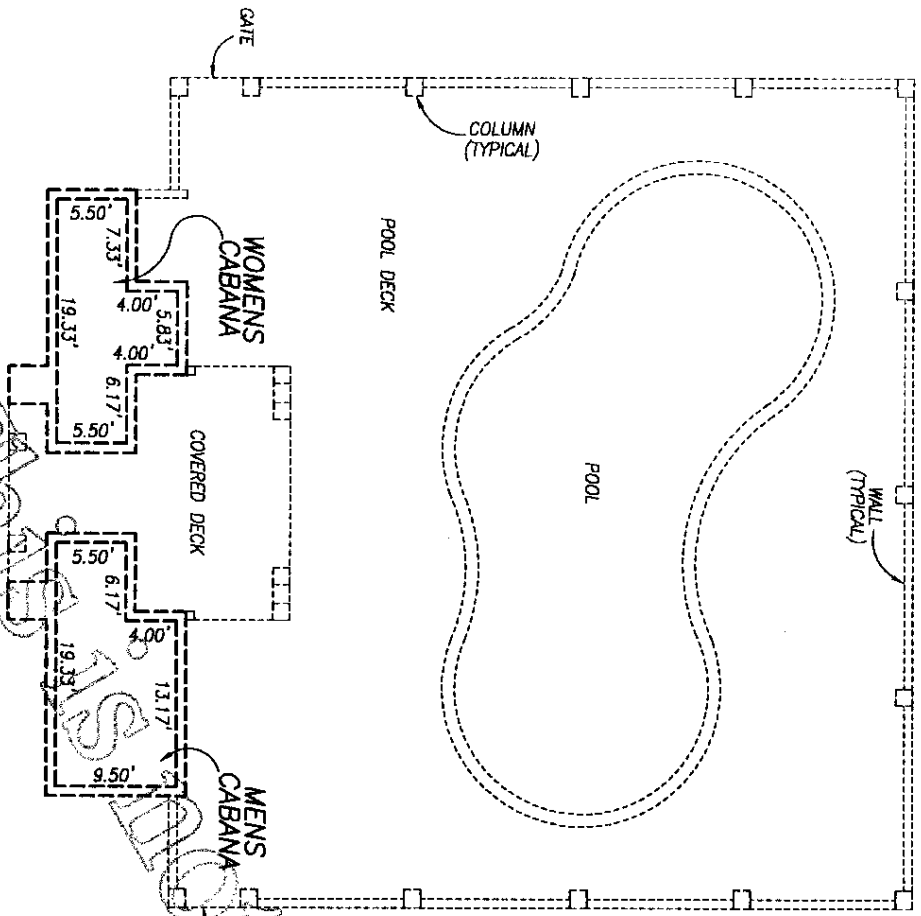
BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM@AOL.COM



W.O. NO.: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
109 OF 110

EXHIBIT "A"
 TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
PHASE 26
 LOCATION OF COMMON ELEMENTS

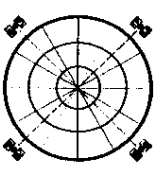


NOTE:
 IMPROVEMENTS SHOWN
 HEREON ARE PROPOSED.



SURVEYOR'S NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE COMMON ELEMENTS

BENCH MARK LAND SURVEYING & MAPPING, INC.
 4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
 PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO.: P220SEC3A	SHEET
SCALE: GRAPHIC	
FILE: P220SEC3A	
110 OF 110	

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY, A CONDOMINIUM
LEGAL DESCRIPTION FOR PHASES 1-14 & 25

LEGAL DESCRIPTION

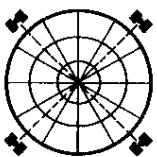
ALL OF TRACT "R-2" AND SECTION 3A, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.
EXCEPTING THE ADDITIONAL RIGHT-OF-WAY FOR JOG ROAD DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 12.00 FEET OF THE NORTHEASTERLY 152.96 FEET OF SAID SECTION 3A AS MEASURED SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SECTION 3A FROM THE MOST NORTHERLY CORNER OF SAID SECTION 3A.

CONTAINING: 10.21 ACRES

This is not a copy

BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 WEST BLUE HERON BLVD.—SUITE 121, RIVIERA BEACH, FLORIDA 33404
PHONE: (561)848-2102 FAX: (561)844-9659 E-MAIL: BMLSM @ AOL.COM



W.O. NO: P220SEC3A
SCALE: NONE
FILE: P220SEC3A

SHEET
1 OF 1

EXHIBIT "C"

**PERCENT OF OWNERSHIP OF COMMON ELEMENTS
AND COMMON SURPLUS (BY PHASE)**

Phases 1 through 14, inclusive, and Phase 25 only:	$1/168$ per Unit x 168 Units = 100%
Phases 1 through 15, inclusive, and Phase 25 only:	$1/180$ per Unit x 180 Units = 100%
Phases 1 through 16, inclusive, and Phase 25 only:	$1/192$ per Unit x 192 Units = 100%
Phases 1 through 17, inclusive, and Phase 25 only:	$1/204$ per Unit x 204 Units = 100%
Phases 1 through 18, inclusive, and Phase 25 only:	$1/216$ per Unit x 216 Units = 100%
Phases 1 through 19, inclusive, and Phase 25 only:	$1/228$ per Unit x 228 Units = 100%
Phases 1 through 20, inclusive, and Phase 25 only:	$1/240$ per Unit x 240 Units = 100%
Phases 1 through 21, inclusive, and Phase 25 only:	$1/252$ per Unit x 252 Units = 100%
Phases 1 through 22, inclusive, and Phase 25 only:	$1/264$ per Unit x 264 Units = 100%
Phases 1 through 23, inclusive, and Phase 25 only:	$1/276$ per Unit x 276 Units = 100%
Phases 1 through 24, inclusive, and Phase 25 only:	$1/288$ per Unit x 288 Units = 100%
Phases 1 through 26, inclusive:	$1/288$ per Unit x 288 Units = 100%

The addition of Phases 25 and 26 does not have any effect on the above, as Phases 25 and 26 are recreational phases containing no Unit.

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF
THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC.
(a Florida corporation not for profit)

The undersigned by these Articles of Incorporation hereby associates himself for the purpose of forming a corporation not for profit under Chapters 617 and 718, Florida Statutes, and certifies as follows:

ARTICLE I**NAME AND ADDRESS**

The name of the corporation is THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC., and its mailing address is c/o Pride Homes by Garco, L.L.C., 9485 Sunset Drive, Suite A-295, Miami, Florida 33173.

ARTICLE II**DEFINITIONS**

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Declaration of Condominium, as the "Declaration"; these Articles of Incorporation as the "Articles"; and the By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated by reference into these Articles.

ARTICLE III**PURPOSE AND POWERS**

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of The COVE AT BRIAR BAY Condominium located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer.

Section 3.2. Powers and Duties.

- A. **General.** For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the Condominium Act and corporate act and such powers as limited or modified by the provisions of Section 3.2.C below. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Condominium, the Units included, and Association property.
- B. **Powers.** The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:
1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.
 2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents.
 3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.
 4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.
 5. To reconstruct improvements after casualty.
 6. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
 7. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
 8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium and Association property.

C. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:

1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

The Association may borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is 20% of the annual budget, cumulatively in a budget year. However, if the amount of same shall exceed 20% of the annual budget, cumulatively in a budget year, then the loan may not be made unless approved by not less than a majority of the voting interests of those Owners present in person and by proxy at an Owners' meeting.

3. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.
2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.
3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet referred to above, on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.
4. The Association shall ensure that the following contracts shall be in writing:

- (a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.
- (b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountants services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.

- 5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.
- 6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.
- 7. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied in writing by the Owners from time to time to the Association.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be as provided in Section 2.1 of the By-Laws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents,

contractors, or employees, subject only to the approval by Owners, when such approval is specifically required in the Law or Condominium Documents.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in 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.

Section 5.4. First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided for in the By-Laws, are as follows:

Felix Sierra
9485 Sunset Drive, Suite A-295
Miami, Florida

Kim Mullins Spano
9485 Sunset Drive, Suite A-295
Miami, Florida

Gene Garcia
9485 Sunset Drive, Suite A-295
Miami, Florida

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 6.4. First Officers. The names and addresses of the first officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Kim Mullins Spano
9485 Sunset Drive, Suite A-295
Miami, Florida

Vice President: Felix Sierra
9485 Sunset Drive, Suite A-295

Miami, Florida

Secretary: Gene Garcia
9485 Sunset Drive, Suite A-295
Miami, Florida

Treasurer: Gene Garcia
9485 Sunset Drive, Suite A-295
Miami, Florida

ARTICLE VII

BY-LAWS

The By-Laws of the Association may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2. Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition, or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3. Vote Required. Except as otherwise provided by Florida law, or by specific provision of these Articles, these Articles may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors and by a majority of the voting interests of those members present in person and by proxy and

voting at a members meeting at which a quorum is present. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the contrary:

- A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.
- B. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- C. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.
- D. The Developer shall be permitted to unilaterally amend these Articles, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium no amendment to these Articles which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

ARTICLE IX

TERM

The term of the Association shall be perpetual.

ARTICLE X

REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for the Association is Robert L. Crane, Esquire and the Registered Office is 515 N. Flagler Drive, Suite 1800, West Palm Beach, Florida 33401.

IN WITNESS WHEREOF, the incorporator has affixed his signature on this ____ day of _____, 200__.

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

FELIX SIERRA, Incorporator

STATE OF FLORIDA)
) ss
COUNTY OF)

I HEREBY CERTIFY that on this ____ day of _____, 200__, before me personally appeared FELIX SIERRA, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his free act and deed.

WITNESS my signature and official seal at _____ in the County of _____, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: _____

Print: _____

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent to accept service of process of THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC., at the place designated in these Articles, I agree to act in the capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

DATED THIS _____ day of _____, 200__.

ROBERT L. CRANE, ESQUIRE
Registered Agent

This is not a certified copy

EXHIBIT "E"**BY-LAWS****OF****THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION INC.**

(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. **GENERAL.** These are the By-Laws of THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 **Definitions.** The definitions set forth in the Declaration of Condominium shall apply to terms used in these By-Laws.

Section 2. **MEMBERSHIP AND VOTING RIGHTS.**

2.1 **Qualifications.** The members of the Association shall be those record Owners of Units in the Condominium. The foregoing is not intended to include persons who hold their interests merely as security for the performance of an obligation. Notwithstanding the foregoing to the contrary, the following shall apply:

- A. In the case of a Unit subject to a recorded agreement for deed, the contract vendee shall be deemed the Owner of the Unit for purposes of determining membership and use rights; however, both the contract vendor and contract vendee shall have the responsibilities of an Owner.
- B. In the case of a life estate, only the life tenant (for the duration of his or her life) shall be deemed a member of the Association; thereafter, the persons holding the recorded remainder interest shall become the members of the Association.

2.2 **Change in Membership.** A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The

failure of a new record Owner to deliver a copy of such instrument to the Association shall not deprive the new record Owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests: Votes. Each Member of the Association is entitled to one (1) vote for each Unit owned by him/her. The vote of a Unit is not divisible. Votes may be cast in person or by proxy, but proxies may not be used for the election of Directors.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County in the month of March of each year, at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

- A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.
- B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interests of the Members.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:
 - 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
 - 2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings.

- A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.
- B. Annual and Special Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Member at his address as it appears on the books of the Association. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, and must also state the intended agenda for the meeting.
 - 1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association property at least fourteen (14) continuous days prior to the

annual meeting; no such posting is required in connection with special meetings of the membership.

2. Proviso. The minimum notice requirement for the consideration of an amendment to the Declaration referred to in Section 22.5.F of the Declaration shall be twenty-five (25) days.

3.6 Waiver of Notice.

- A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.
- B. A member's attendance at a meeting, either in person or by proxy:
 1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent, or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.

- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Notwithstanding the foregoing to the contrary, except as otherwise permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association, if acting in good faith, is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.

- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:

1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;

2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

4. The name signed purports to be that of a pledgee, beneficial Owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or

5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the Co-Owners and the person signing appears to be acting on behalf of all the Co-Owners.

- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required; Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of those voting interests present in person and by proxy at the meetings, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable Administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum; Election Ballot Return

- A. **Annual and Special Members Meetings.** The quorum for the annual and special members' meetings shall be a majority of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

- B. Election Meeting. Not less than twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president)
- B. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
- C. Appointment of a parliamentarian, if so desired by the membership at the meeting.
- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished business
- K. New business
- L. Adjournment

Notwithstanding the foregoing, at any member's meeting at which an election of the members of the Board of Directors is being held, the first order of business shall be the collection of election ballots not yet cast.

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

Section 4. BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service: Qualifications.

- A. Number. The number of Directors which shall constitute the whole Board of Directors shall be three (3) persons while the Developer controls the Board of Directors, and thereafter the number shall be increased to five (5) persons.
- B. Term. A Director shall be elected to serve for a term of one year, until his or her successor is duly elected, unless he or she sooner resigns, or is recalled.
- C. Qualifications. A Director shall be a member of the Association or his or her spouse; and in the event of a trust as Owner, then any trustee; and in the event of a corporation as Owner, then any officer; and in the event of a business named partnership as Owner, then any general partner; the Association shall be permitted to obtain reasonable documentation from an Owner whose Unit is so owned, indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of a felony in the United States and has not had

his or her voting rights restored in the jurisdiction of his or her residency is not eligible to serve on the Board of Directors.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Association by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association shall provide that notice to all Members required by Section 3.5.B above, reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any ties shall be decided as permitted by the applicable Administrative Rules. A newly elected Director shall take office immediately upon the adjournment of the election meeting, provided that the ballot return in Section 3.11.B above is achieved, and notwithstanding that there may not be a quorum for the annual meeting.

- A. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:
1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.
 2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of

Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.

3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose. .

- A. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.
- D. Proviso. Notwithstanding the foregoing to the contrary: Any vacancies due to the resignation or death of a Developer appointed Director shall be filled by the Developer, and no Director appointed by the Developer shall be subject to recall by the Owners. Any vacancy so filled by the Developer may be done so without the

necessity of any Board meeting or reference in the minutes of a Board meeting.

4.5 Vacancies on the Board.

- A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.
- B. Vacancy In Connection with Recall.
1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
 2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.
 3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.
 4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election, shall be as set forth in applicable Administrative Rules.
- C. Proviso. To the extent that both the Developer and Owners other than the Developer are entitled to representation on the Board, then the following provisions shall apply:
1. Directors elected or appointed by Owners other than the Developer shall be subject to recall by only Owners other

than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(0), Florida Statutes, and for establishing a quorum pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by Owners other than the Developer shall be counted.

2. Directors elected or appointed by the Developer shall be subject to recall by only the Developer. Voting interests owned or controlled by Owners other than the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112(2) (b), Florida Statutes, only Units owned by the Developer shall be counted.
3. Subject to the entitlement of representation provisions of Section 718.301, Florida Statutes, only the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Units owned by the Developer. Only Owners other than the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Owners other than the Developer.

4.6 Meetings of the Board of Directors

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. 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.

- C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.
- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. Notice to Members.

1. Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, except in an emergency.
 2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, discussed or approved shall be mailed or delivered to the Members and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association.
- D. Agenda. The notice of any Board meeting shall identify all agenda items and when the annual budget shall be considered, the notice must state that the annual assessment will be considered.

4.8 Quorum and Voting

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.
- C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
2. He votes against or abstains from the action taken due to an asserted conflict of interest. An abstention for any other reason shall be considered an affirmative vote.

D Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.9 Members Participation at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Member may videotape or tape record at any Board meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees

- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting that he or she did not attend, by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum, nor shall it constitute a vote for or against the action taken.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Condominium property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Meetings of Committees which do not take final action on behalf of the Board or do not make recommendations to the Board regarding the annual budget are exempt from compliance with F.S.718.112(2)(c).

4.16 Transfer of Board Control. F.S. 718.301(1) provides for when the Owners other than the Developer are entitled to elect a majority of the members of the Board. Three of such instances are as follows: At the earlier of three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or seven (7) years after the date of recordation of this Declaration. The Developer may turn over control of the Board of Directors of the Association to the Owners other than the Developer prior to such date in its sole discretion, whereupon it shall be the affirmative obligation of the Owners other than the Developer to elect Directors and assume control of the Association; the Owners other than the Developer shall be required to accept such control, so long as the Developer provides the notice required under F.S. 718.301(2).

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, and a vice-president, who shall be Directors, and a treasurer and a secretary, who need not be Directors, all of whom shall be elected annually by a majority vote of the entire Board. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty

basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for any standing committees when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 11 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run for the twelve month period beginning with the first day of the month in which the Declaration is recorded, until the Board votes to change same. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting at which the budget shall be considered and voted upon shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(20)(c), only if applicable, as more fully set forth in the Administrative Rules as amended from time to time. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.
- B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the Owners within thirty (30) days upon not less than ten (10) days written notice to each Owner. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Condominium Property shall be excluded from the computation.
- C. Notwithstanding the foregoing to the contrary, as long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than 115% of the prior year's

assessments without approval of a majority of all of the voting interests of the Association other than the Developer.

7.2 Reserves.

- A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the estimated life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time. These reserves shall be fully funded unless a majority of the voting interests of those Members present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the same vote of voting interests mentioned in the preceding sentence, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association to the extent required by the Condominium Act and Administrative Rules as amended from time to time.
- B. Other Reserves. In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid or minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, subject to advice from the Association's accountant as to tax consequences of same. Any reserves, the use of which are not to be restricted, must be shown in the operating portion of the budget.

- C. Developer Controlled Association. Notwithstanding the foregoing to the contrary, prior to turnover of control of the Association to the Owners, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) budget years, after which time during Developer control, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting. Furthermore, prior to turnover of control of the Association by the Developer to the Owners, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in twelve (12) equal installments, in advance, due on or before the first day of each and every month of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien

is recorded. Once the claim of lien is recorded, the Association shall send the delinquent Owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F. S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of the Condominium Act and Administrative Rules as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by the Condominium Act and Administrative Rules as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st, unless otherwise voted by the Board of Directors from time to time.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines on any Owner and Unit for any violations of the Condominium Documents and Rules and Regulations; as amended from time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required: Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen (14) days written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting, at which meeting the Committee referred to in Section 8.6 below shall determine whether the Owner (for himself/herself, family guests, servants, agents, etc., or other occupants of the Unit) and his Unit, is guilty of the violation, and if so, shall recommend that the Association impose a fine for the violation.
- E. The Association shall be permitted to include in the Committee meeting notice, information that each day that the violation continues shall constitute a separate violation resulting in a separate fine.

8.4 Level of Fines. A fine for each violation shall be in amount(s) as set by the Committee not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day or other period that the violation occurs, on a running per day/periodic basis, so long as the Committee's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before Committee of Other Owners.

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to

review, challenge and respond to any material considered by the Association.

- B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine may be levied without further advance warning.

The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by the Board of Directors.

8.7 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment.

8.8 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.9 Late Fees. The imposition of late fees shall not be governed by this Section 8.

Section 9. PARLIAMENTARY RULES, ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

Section 10. EMERGENCY BY-LAWS. The following shall apply to the extent not prohibited by the Condominium Act.

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and

C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-Owner of a Unit need sign the petition for that Unit.

11.2 Procedure: Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of Owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this

procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision for present text."

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these By-Laws, these By-Laws may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors and by a majority of the voting interests of those members present in person and by proxy and voting at a members meeting at which a quorum is present. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate, Recording, Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:

- A. No amendment shall operate to unlawfully discriminate against any Owner or Unit or class or group of Units.
- B. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- C. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.C of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors,

without following the procedures set forth in Sections 11.1 through 11.4 above.

- D. The Developer shall be permitted to unilaterally amend these By-Laws, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to these By-Laws which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

Section 12. INDEMNIFICATION.

12.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor, or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

DATED THIS _____ DAY OF _____, _____.

THE COVE AT BRIAR BAY
CONDOMINIUM ASSOCIATION, INC.

By: _____
President

By: _____
Secretary

This is not a certified copy

**THE COVE AT BRIAR BAY CONDOMINIUM
EXHIBIT "F"
PARKING SPACE ASSIGNMENT**

Pursuant to the provisions of Section 9.1A of the Declaration of Condominium of The Cove at Briar Bay Condominium, the Developer hereby assigns parking space number _____ to Unit _____. Upon the Developer's execution of this Assignment, said parking space number shall become an appurtenance to said Condominium Unit. This Parking Space Assignment is not recorded.

Buyer

Date

Buyer

Date

"SELLER"

Pride Homes by Garco, L.L.C., a
Florida limited liability company

By: _____

Print Name: _____

Title: _____

Dated: _____