

Declaration-CC&Rs
WELLINGTON RESERVE CONDO B



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OR BK 20887 PG 1119
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1119 - 1126; (8pgs)

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
WELLINGTON RESERVE OFFICE PARK - BUILDING B
A COMMERCIAL CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF WELLINGTON RESERVE OFFICE PARK - BUILDING B, A COMMERCIAL CONDOMINIUM, ("First Amendment to the Declaration") is made this 30th day of June, 2006.

Whereas, Ching's Development, Inc., a Florida corporation ("Developer"), as Developer of the Wellington Reserve Office Park, Building B, executed that certain Declaration of Condominium of Wellington Reserve Office Park - Building B, a Commercial Condominium, recorded at Official Records Book 19612, Page 457, *et seq.*, of the Official Records of the Clerk and Comptroller of Palm Beach County, Florida, ("Building B Declaration"); and,

Whereas, Developer reserved certain rights in the Building B Declaration to amend the plan of development, unit mix and designations, common elements, and limited common elements pursuant to or in accordance with Sections 4, 7, 12, 15, 24E, and 24G; and,

Whereas, it is necessary to amend Unit 211 to correct its boundary description; and,

Whereas, Developer has elected to amend the boundary of Unit 213 to make available additional square feet to be included in Unit 212 and create a new demising wall between the amended Unit 213 and the area of Unit 213 being conveyed to become part of Unit 212; and,

Whereas, the Owner of Unit 212, TONERIN CORP., has elected to acquire a portion of Unit 213 and remove the demising wall between the former Unit 213 and Unit 212; and,

Whereas, the Declaration provides for Unit Owners combining units and removing demising walls between the units; and,

Whereas it is necessary to revise the proportionate share in the common elements, limited common elements, and voting interest to conform with the revised Units; and,

Whereas, such revisions may be reflected in revision to Exhibit A and Exhibit B to the Declaration.

NOW THEREFORE, Developer as to Unit 211 joined by TONERIN CORP., as to its interests in Unit 212 and Unit 213, hereby execute, and join in and consent to this revision as necessary or desirable.

Section 1- Revised Units, Common Elements, Limited Common Elements, and Interests Affected. Exhibit A of the Declaration, *Areas of Units, Common Elements, Limited Common Elements, Undivided Share in Common Elements & Limited Common Elements, Common Surplus, and Expense Liability*, the *Surveyor's Certificate*, and Sheet 7 of 8, of the *Unit Boundary Survey*, all as attached hereto and made a part hereof, are revised as set forth therein, and shall replace and supercede the respective pages of Exhibit A to the Declaration (recorded at OR Book 19612, Pages 494, 495, and 501).

Section 2 - Revised Voting Interest. Exhibit B of the Declaration, *Unit Voting Interests*, as attached hereto and made a part hereof, are revised as set forth therein, and shall replace and supercede Exhibit B to the Declaration (recorded at OR Book 19612, Pages 503).

Section 3 - No Other Revision. No other revisions or amendments to the exhibits, and no amendment to the

Declaration, is effected except as set forth herein.

Section 4 - Covenant. This First Amendment to the Declaration shall be a covenant running with the land or equitable servitude upon the land and shall rule perpetually unless terminated as provided in the Declaration, and shall be binding upon all Unit Owners, as part of the Declaration.

Section 5 - Severability. If any of the provisions of this First Amendment to the Declaration, or any article, section, clause, phrase, word or the application thereof, in any manner is held invalid, the validity of the remainder of this First Amendment to the Declaration, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, Ching's Development, Inc., a Florida corporation, has caused this First Amendment to the Declaration to be executed on this 3rd day of June, 2006.

CHING'S DEVELOPMENT, INC.,
a Florida corporation

By: Shih C. Ching

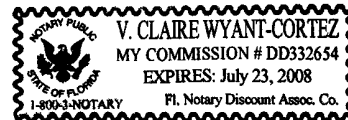
Shih C. Ching
Sole Director/Shareholder

Notary Public

BEFORE ME, a person authorized to take oaths and administer acknowledgments, appeared Shih C. Ching, as sole Director and Shareholder of Ching's Development, Inc., who executed the foregoing and who is personally known to me or who produced MA as identification.

V. Claire Wyant-Cortez
Notary Public

(Seal and Commission Expiration)



JOINDER AND CONSENT to
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF
WELLINGTON RESERVE OFFICE PARK - BUILDING B, A COMMERCIAL CONDOMINIUM

TONERIN CORP., Owner of Unit 212 and that portion of Unit 213 being conveyed on the date of execution of this First Amendment to the Declaration, hereby joins in and consents to the amended Unit 212 being effected by this First Amendment to the Declaration.


Witness Name: LARRY T. CORTEZ

Tonerin Corp., a Florida corporation

By:  Date 6/28/06
Anthony Apicella, President

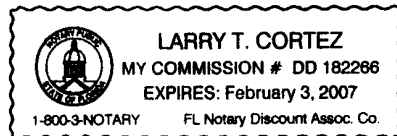
(Corporate Seal)


Witness Name: DENISE A. BLASE

State of Florida
County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this 28th day of June, 2006 by Anthony Apicella, President of Tonerin Corp., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public, State of Florida

Printed Name: Larry T. Cortez



Landmark Surveying & Mapping, Inc.

1850 Forest Hill Blvd.
Suite 100
West Palm Beach,
Florida 33406
Phone (561) 433-5405
Fax (561) 439-3882

WELLINGTON RESERVE OFFICE PARK – BUILDING B A COMMERCIAL CONDOMINIUM

(EXHIBIT “A” TO THE DECLARATION) SURVEYOR’S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Building B of Wellington Reserve Office Park, a commercial condominium located at 1037 State Road No. 7, Wellington, Florida, 33414.
3. This Certification is provided to amend the unit numbers on Sheet 6 (1st floor unit boundary survey) and Sheet 7 (2nd floor unit boundary survey) to reflect interior changes to Units 211, 212 and 213, including area data as specified by the Client. This Exhibit was previously recorded in Official Record Book 19612, pages 500 and 501, Public Records of Palm Beach County, Florida.
4. Further Affiant sayeth naught.

By: _____

Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 5th day of June, 2006.

My Commission Expires: 9/15/07

Jennifer N. Fry

Notary Public, State of Florida



WELLINGTON RESERVE OFFICE PARK - BUILDING B

AREAS OF UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS UNDIVIDED SHARE IN COMMON ELEMENTS & LIMITED COMMON ELEMENTS, COMMON SURPLUS, AND EXPENSE LIABILITY

Unit Number	Square Feet	Percentage Share Of Common Elements	Square Feet Of Common Elements	Percentage Share Of Limited Common Elements	Square Feet of Limited Common Elements
111	659	1.7526		N/A	
112	1,682	4.4733		N/A	
113	1,286	3.4201		N/A	
114	1,185	3.1515		N/A	
115	1,324	3.5212		N/A	
116	1,196	3.1808	First Floor	N/A	First Floor
117	5,087	13.5289	3,407	N/A	None
211	4,420	11.7550		35.2079	
212	2,127	5.6568		16.9428	
213A	984	2.6170		7.8381	
215	1,962	5.2179		15.6285	
216	1,028	2.7340	Second Floor	8.1886	Second Floor
217	2,033	5.4068	1,639	16.1940	1,633
311	12,628	33.5842	Third Floor 1,599	100.0000	Third Floor 1,599
Total S.F.	37,601		6,645		

NOTES:

- * The limited common elements apply to each floor, not the combined floors.
- * The common elements are on all floors.
- * The exterior covered main entrance is included in the common elements.
- * The share of the common surplus is the percentage share of common elements.
- * The share of the common expenses is the percentage share of common elements
- * The share of limited common surplus and limited common expenses is the percentage share of limited common elements for each floor.

EXHIBIT A TO DECLARATION

Amended June 3, 2006
First Amendment to Declaration

WELLINGTON RESERVE OFFICE PARK – BUILDING B A COMMERCIAL CONDOMINIUM

SURVEYORS NOTES

1. DIMENSIONS SHOWN HEREON WERE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 218 BOCA RATON, FL. PH. 561-368-6776, DATED 1/20/04
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. FINISHED FLOOR ELEVATION = 19.30
CEILING ELEVATION = 29.30

AREA DATA

UNIT #	SQUARE FEET MORE OR LESS
UNIT #1	659
UNIT #2	1,682
UNIT #3	1,286
UNIT #4	1,085
UNIT #5	1,324
UNIT #6	1,096
UNIT #7	5,087
COMMON ELEMENT	3,407

UNIT BOUNDARY DEFINITIONS

THE FOLLOWING SHALL BE THE BOUNDARIES OF EACH UNIT:

1. EACH UNIT SHALL HAVE AS ITS LOWER BOUNDARY THE SURFACE OF THE UNFINISHED, CONCRETE FLOOR.
2. EACH UNIT SHALL HAVE AS ITS UPPER BOUNDARY A HORIZONTAL PLANE SITUATED TEN (10) FEET ABOVE AND PARALLEL TO THE SURFACE OF THE UNFINISHED, SAID CONCRETE FLOOR.
3. EACH UNIT SHALL HAVE AS ITS VERTICAL BOUNDARIES THE UNFINISHED INSIDE CONCRETE SURFACE OF THE PERIMETER WALLS OF SUCH UNIT, THE INSIDE SURFACE OF METAL OR WOOD STUDS OF ANY INTERIOR DEMISING WALL SEPARATING THE UNIT FROM THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, OR ANOTHER UNIT, AS DEPICTED ON EXHIBIT A.
4. THE COLUMNS WITHIN OR ADJACENT TO A UNIT AND THE UNPAINTED DRYWALL INSTALLED THEREON FOR FIRE PROTECTION SHALL CONSTITUTE COMMON ELEMENTS. ALL PIPES, WIRES, CONDUITS, AND OTHER UTILITY LINES LOCATED OUTSIDE OF A UNIT CONSTITUTE PART OF THE COMMON ELEMENTS. ANY VENTILATION CHASES, ELECTRICAL CHASES OR CONDUITS/WIRES, AND PLUMBING CHASES OR PIPE LOCATED WITHIN A UNIT, AND SERVING MORE THAN ONE UNIT, COMMON ELEMENT, OR LIMITED COMMON ELEMENT, SHALL BE PART OF THE COMMON ELEMENTS AND THE BOUNDARY LINE OF EACH CHASE, CONDUIT, PIPE, OR WIRE SHALL BE THE EXTERIOR UNPAINTED SURFACE THEREOF. ALL DOORS AND WINDOWS, WHETHER MADE OF GLASS OR OTHERWISE, WHICH ARE IN THE INTERIOR PERIMETER WALLS OF A UNIT, SHALL BE DEEMED A PART OF THE UNIT UP TO THE EXTERIOR (OUTSIDE) SURFACE THEREOF, BUT SHALL BE SUBJECT TO THE CONTROL OF THE ASSOCIATION. EXTERIOR WINDOWS AND DOORS OF A UNIT SHALL BE COMMON ELEMENTS.

EXHIBIT "A"

Landmark Surveying & Mapping Inc.
1850 Forest Hill Boulevard
Suite 100 West Palm Beach, Florida
Phone (561) 433-5405 Fax (561) 439-3882

FIELD	D.D.	FIELD BOOK	SCALE	SHEET NO.
CHECKED	C.S.P.	WORK SHEETS	M.T.S.	6 OF 8
DRAWN	J.T.	DATE	21 NOV. 2005	

UNIT BOUNDARY SURVEY
WELLINGTON RESERVE OFFICE PARK –
BUILDING "B" A COMMERCIAL CONDOMINIUM

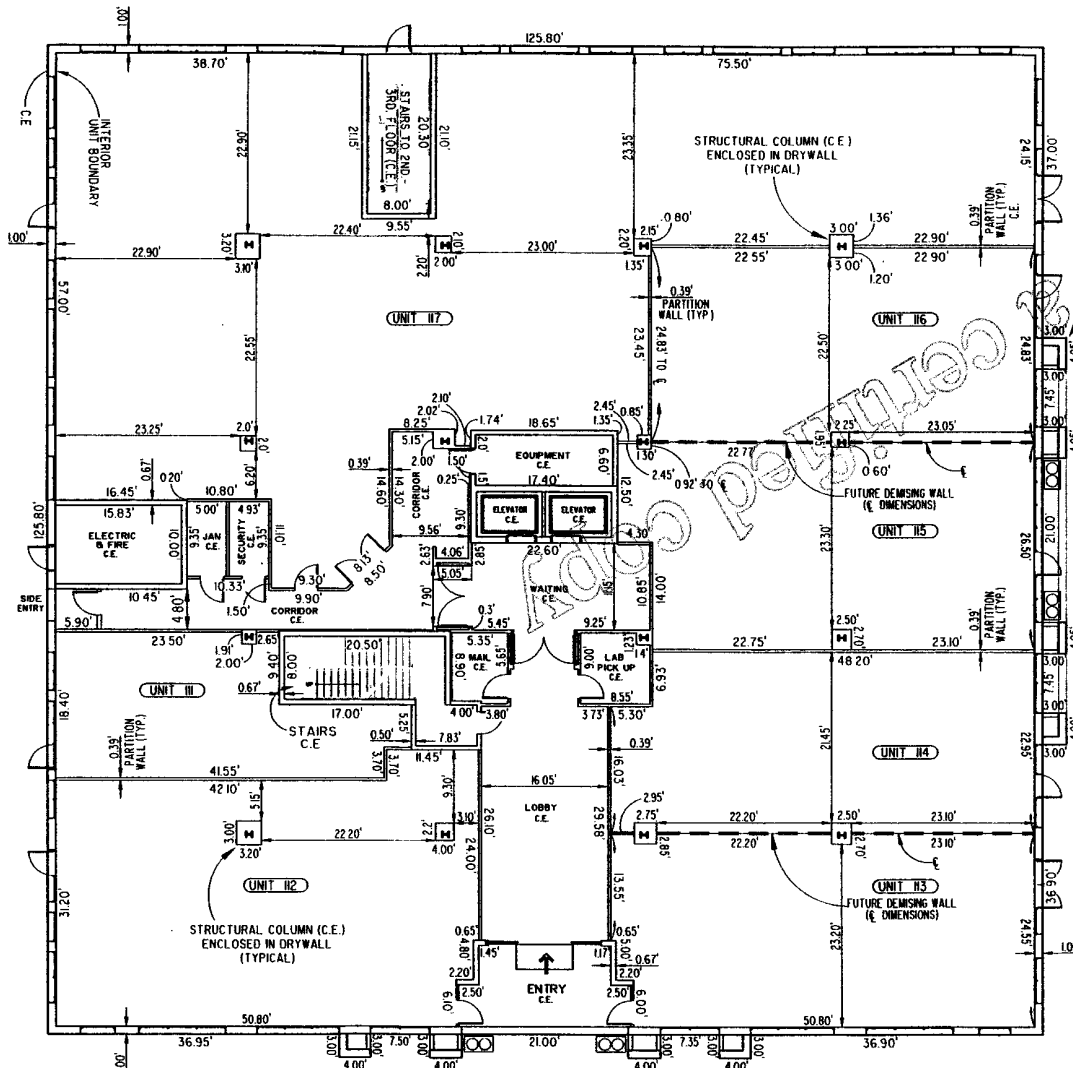
LB # 4396
FILE NO.
2570

LEGEND

- L.C.E. • LIMITED COMMON ELEMENT
- U.B. • UNIT BOUNDARY
- C.E. • COMMON ELEMENT
- (TYP.) • TYPICAL

IST FLOOR

J.T. 6/5/06 REVISED UNIT NUMBERING PER CLIENT



WELLINGTON RESERVE OFFICE PARK — BUILDING B A COMMERCIAL CONDOMINIUM

SURVEYORS NOTES

1. DIMENSIONS SHOWN HEREON WERE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 218 BOCA RATON, FL. 33433-6776, DATED 1/20/04
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. FINISHED FLOOR ELEVATION = 33.30
CEILING ELEVATION = 43.30

AREA DATA

UNIT 211	4,420	SQUARE FEET MORE OR LESS
UNIT 212	2,227	SQUARE FEET MORE OR LESS
UNIT 213	984	SQUARE FEET MORE OR LESS
UNIT 215	1,962	SQUARE FEET MORE OR LESS
UNIT 216	1,028	SQUARE FEET MORE OR LESS
UNIT 217	2,033	SQUARE FEET MORE OR LESS
LIMITED COMMON ELEMENT	1,633	SQUARE FEET MORE OR LESS
COMMON ELEMENT	1,639	SQUARE FEET MORE OR LESS

UNIT BOUNDARY DEFINITIONS

THE FOLLOWING SHALL BE THE BOUNDARIES OF EACH UNIT:

1. EACH UNIT SHALL HAVE AS ITS LOWER BOUNDARY THE SURFACE OF THE UNFINISHED, CONCRETE FLOOR.
2. EACH UNIT SHALL HAVE AS ITS UPPER BOUNDARY A HORIZONTAL PLANE SITUATED TEN (10) FEET ABOVE AND PARALLEL TO THE SURFACE OF THE UNFINISHED, SAID CONCRETE FLOOR.
3. EACH UNIT SHALL HAVE AS ITS VERTICAL BOUNDARIES THE UNFINISHED INSIDE CONCRETE SURFACE OF THE PERIMETER WALLS OF SUCH UNIT, THE INSIDE SURFACE OF METAL OR WOOD STUDS OF ANY INTERIOR DEMISING WALL SEPARATING THE UNIT FROM THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, OR ANOTHER UNIT, AS DEPICTED ON EXHIBIT A.
4. THE COLUMNS WITHIN OR ADJACENT TO A UNIT AND THE UNPAINTED DRYWALL INSTALLED THEREON FOR FIRE PROTECTION SHALL CONSTITUTE COMMON ELEMENTS. ALL PIPES, WIRES, CONDUITS, AND OTHER UTILITY LINES LOCATED OUTSIDE OF A UNIT CONSTITUTE PART OF THE COMMON ELEMENTS. ANY VENTILATION CHASES, ELECTRICAL CHASES OR CONDUITS/WIRES, AND PLUMBING CHASES OR PIPE LOCATED WITHIN A UNIT, AND SERVING MORE THAN ONE UNIT, COMMON ELEMENT, OR LIMITED COMMON ELEMENT, SHALL BE PART OF THE COMMON ELEMENTS AND THE BOUNDARY LINE OF EACH CHASE, CONDUIT, PIPE, OR WIRE SHALL BE THE EXTERIOR UNPAINTED SURFACE THEREOF. ALL DOORS AND WINDOWS, WHETHER MADE OF GLASS OR OTHERWISE, WHICH ARE IN THE INTERIOR PERIMETER WALLS OF A UNIT, SHALL BE DEEMED A PART OF THE UNIT UP TO THE EXTERIOR (OUTSIDE) SURFACE THEREOF, BUT SHALL BE SUBJECT TO THE CONTROL OF THE ASSOCIATION. EXTERIOR WINDOWS AND DOORS OF A UNIT SHALL BE COMMON ELEMENTS.

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CHECKED	C.S.P.	WORK SHEETS	N.T.S.	7 OF 8
DRAWN	J.T.	CAD FILE	DATE	
		2570B068	21 NOV. 2005	

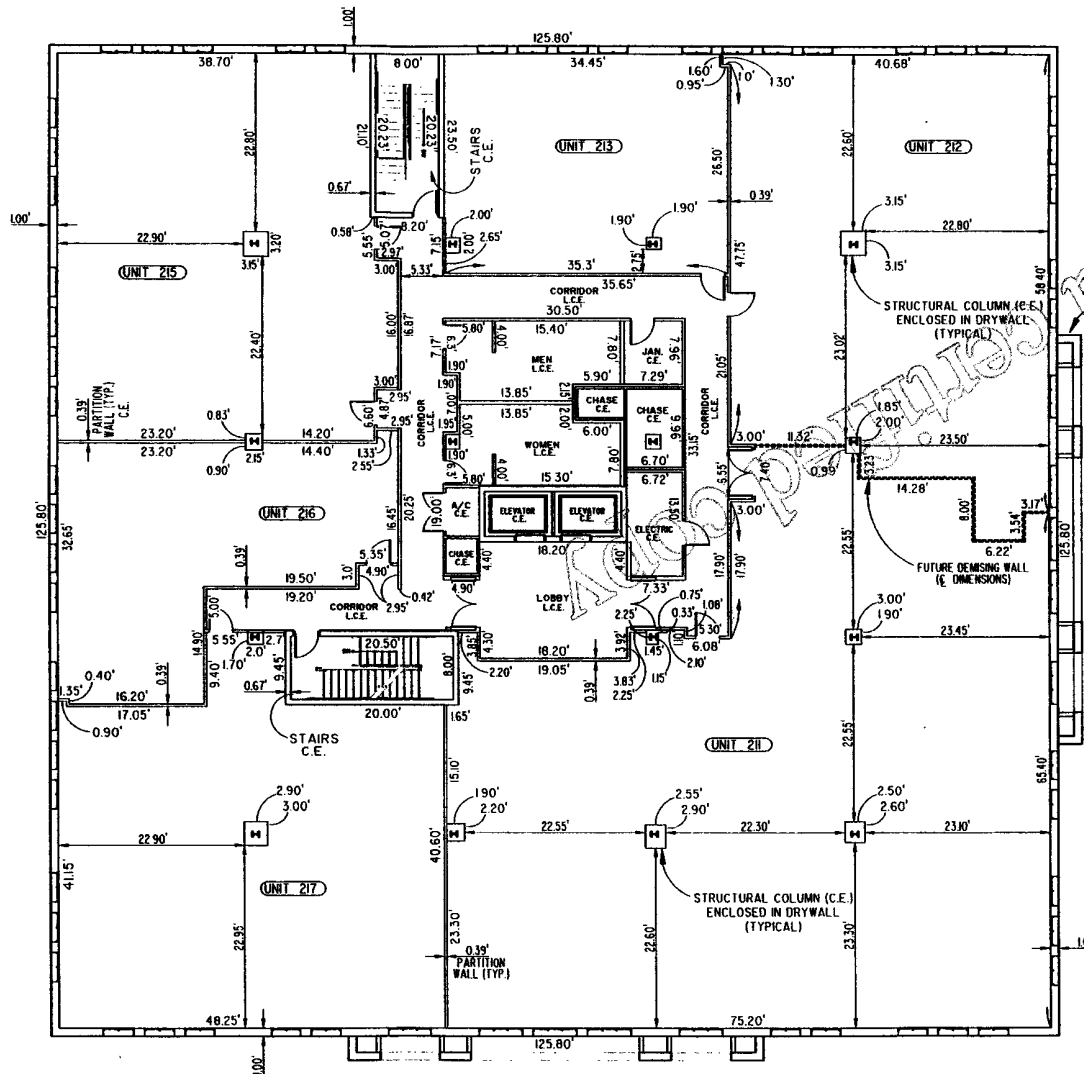
UNIT BOUNDARY SURVEY
WELLINGTON RESERVE OFFICE PARK —
BUILDING "B" A COMMERCIAL CONDOMINIUM

LB # 4396
FILE NO. 2570

LEGEND

- L.C.E. • LIMITED COMMON ELEMENT
- U.B. • UNIT BOUNDARY
- C.E. • COMMON ELEMENT
- (TYP.) • TYPICAL

2ND FLOOR



1. REVISED TO SHOW NEW WALL LOCATIONS AFFECTING UNITS 211, 212, 213 INC. AREA
CALC'S. 3/30/06

WELLINGTON RESERVE OFFICE PARK - BUILDING B

UNIT VOTING INTERESTS

Unit Number	Square Feet	Votes of Unit
111	659	7
112	1,682	17
113	1,286	13
114	1,185	12
115	1,324	14
116	1,196	12
117	5,087	51
211	4,420	45
212	2,127	22
213A	984	10
215	1,962	20
216	1,028	11
217	2,033	21
311	12,628	127
Totals	37,601	382

EXHIBIT B TO DECLARATION

Amended June 3, 2006
First Amendment to Declaration

Mail back to
13167 Halifax CT.
Wellington, FL 33414



**DECLARATION OF CONDOMINIUM
OF
WELLINGTON RESERVE OFFICE PARK - BUILDING B
A COMMERCIAL CONDOMINIUM
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Sharon R. Beck, CLERK & COMPTROLLER

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DECLARATION OF CONDOMINIUM
OF
WELLINGTON RESERVE OFFICE PARK - BUILDING B

A Commercial Condominium

Ching's Development, Inc., a Florida corporation, hereinafter called "Developer" for itself, its successors, heirs, personal representatives and assigns, being the owner of the fee simple title to the real property in Palm Beach County, Florida, more particularly described in Paragraph 1.2 hereof (hereinafter referred to as the Land"), hereby submits the Land and the improvements thereon in fee simple to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", in existence as of the date of the recording of this Declaration in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

NOW THEREFORE, Developer makes the following declarations:

1. STATEMENT OF PURPOSE: The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act, as constituted on the date of the recording of this Declaration in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the definitions therein contained, are adopted and included herein by express reference. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall rule perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and all exhibits hereto. Both the burdens imposed and the benefits provided shall run with each Condominium Unit and the interests in common property appurtenant thereto, as defined herein. This Condominium is part of the Wellington Reserve Office Park, Multiple Use Planned Development ("MUPD"), as approved by the Village of Wellington by Ordinance No. 2003-28. The MUPD is subject to the DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, AND SERVITUDES FOR WELLINGTON RESERVE OFFICE PARK, recorded in the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Records Book 19042, Pages 1187 through 1338, ("Master Declaration"). The Master Declaration is administered by the Wellington Reserve Property Owners Association, Inc., a Florida not-for-profit corporation ("Master POA"). Membership in the Master POA is mandatory. The Master POA levies assessments for the MUPD against all the property in the MUPD.

- A. Name. The name by which this Condominium is to be known and identified is Wellington Reserve Office Park - Building B Condominium Association, Inc., a Commercial Condominium.
- B. The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is the real property as described in Exhibit "A" together with the improvements thereon, which is a portion of the MUPD, according to the plat thereof recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach

2. **DEFINITIONS.** The terms used in this Declaration, in the exhibits attached hereto, and in all amendments hereto, shall have the following meanings unless the context requires otherwise:

- A. Articles of Incorporation mean the Articles of Incorporation of the Wellington Reserve Office Park Building B Condominium Association, Inc. attached hereto as Exhibit C, as well as any amendments thereto.
- B. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit Owner. It shall also include an individual assessment made pursuant to Paragraph 15.C, below.
- C. Association means Wellington Reserve Office Park Building B Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.
- D. 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.
- E. Board of Directors means the representative body responsible for the management of the property and business of the Association.
- F. Buildings and Improvements means the structures and improvements located on the Condominium Property and the structures and improvements which may be constructed or installed on the Condominium Property.
- G. By-Laws means the By-Laws of the Association, as they exist from time to time.
- H. Common Elements means those portions of the Condominium Property (including the tangible personal property required for the maintenance and operation of the Condominium Property) not included in the Units and not included in the Limited Common Elements.
- I. Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to, the expenses of administration and maintenance, operation, construction, reconstruction, repair and replacement of the Common Elements, Limited Common Elements, and of the portions of any Condominium Units which are to be repaired, replaced, or maintained by the Association, management fees, taxes, special assessments, and insurance for the Common Elements and Limited Common Elements, other expenses declared to be common expenses herein and in the By-Laws, and any other valid charge for the Condominium. Common expenses shall also include the cost of water furnished to, and consumed by, the Units: provided however, if the Association determines that any Unit consumes or may consume an excessive amount of water in relation to other Units, then the Association may require the Unit Owner of such Unit to install an individual water meter for said Unit at the expense of the Unit Owner(s). If the Unit Owner(s) fails to install the meter, the Association may do so and assess the Unit Owner(s) for the expense of same in the manner provided by Paragraph 16 hereof. If an agreement is executed between the Association and Master Association for the assessing and collection of the assessment of the Master Association by the Association, the Common Expenses shall include those amounts.
- J. Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium (including but not limited to assessments, rents, profits and revenues on account of the Common Elements), over the aggregate amount of Common Expenses.
- K. Condominium means all of the Condominium Property as a whole when the context so permits, as well as that form of ownership of real property which is comprised of Units that may be owned by one or more persons, and in which there is appurtenant to each such Unit an undivided share in the Common Elements and, as applicable, the Limited Common

Elements.

- L. Condominium Act means Chapter 718, Florida Statutes, in existence as of the date of the recording of this Declaration in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- M. Condominium Documents means the Association's Articles of Incorporation, By-Laws and this Declaration and all exhibits attached hereto, as the same may be amended from time to time.
- N. Condominium Unit means a Unit, together with the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit.
- O. Condominium Property means the lands that are subject to condominium ownership, whether or not contiguous, all Building and Improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Condominium Property also includes any personal property subject to condominium ownership.
- P. Declaration or Declaration of Condominium means this instrument and all exhibits attached hereto, as the same may be amended from time to time.
- Q. Developer means Ching's Development, Inc., a Florida corporation, its successors and assigns, excluding the Association and Unit Owners who are not assigned Developer rights.
- R. Individual Assessment means an assessment levied against a single Unit or group of Units for extraordinary expenses, such as but not limited to expenses resulting from the negligence of a Unit Owner for failure to properly maintain the Unit.
- S. Institutional Mortgagee means a bank, bank holding company, trust company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage agency of the United States Government, or Developer, its grantees, successors, heirs, personal representatives and assigns, holding a first mortgage of public record on a Condominium Unit or on any portion of the Condominium Property, or a vendor holding a first purchase money mortgage of record on a Condominium Unit where the vendee is not affiliated with the vendor and the conveyance for which the mortgage is conveyed is an arms-length, bona fide conveyance.
- T. Land means the real property in Palm Beach County, Florida, which is being submitted to condominium ownership and is more particularly described in Paragraph 1.B hereof.
- U. Licensed Architect means an Architect licensed to practice in the State of Florida.
- V. Limited Common Element means common elements that are not for the benefit or use of all Unit Owners and are instead for the use and benefit of certain designated Unit Owners. The Unit Owners of the second and third floors shall have exclusive access to, use of, and control over the lobby, hallway, and common lavatories on their respective floors, which are hereby declared to be and designated as Limited Common Elements for the Units of the respective floor. Notwithstanding the foregoing, the structural, electrical, mechanical, plumbing, and other components of the building serving more than one floor, are Common Elements. The stairways and elevators are Common Elements.
- W. Limited Common Expenses means those expenses which are in the nature of Common Expenses but which are the responsibility of the group of Unit Owners who have the undivided interest in the applicable Limited Common Elements.
- X. Master Property Owners Association, or Master Association means the not-for-profit corporation responsible for administering the Master Declaration.
- Y. Project means the Wellington Reserve Office Park, Multiple Use Planned Development ("MUPD"), comprised of the Land and improvements thereto, as may be amended pursuant to the Master Declaration.

- Z. Rules and Regulations means the Rules and Regulations and any amendments thereto which have been duly adopted by the Association.
- AA. 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.
- BB. Special Assessment means a share of the funds required for payment of Common Expenses or Limited Common Expenses which are (1) not included in the budget; or (2) for which insufficient provision is made in the budget, which may be assessed against the Unit Owners, or group of Unit Owners, from time to time. It shall also include an Individual Assessment against a single Condominium Unit.
- CC. Turnover means the event of the Developer delivering a certificate to the Association providing that the Developer no longer owns any Units and no longer has the rights, benefits, and obligations of the Developer declared or reserved in this Declaration. The Turnover shall occur upon the earlier of: (1) the Developer no longer owning any Units; or (2) Seven (7) years after the recording of this Declaration. The Developer may, in its sole discretion, elect to effect Turnover voluntarily at any time prior to the foregoing by delivery of a certificate to the Association notifying the Association that the Developer wishes to terminate its rights, benefits, and obligations as Developer under this Declaration.
- DD. Unit means that part of the Condominium which is subject to exclusive ownership.
- EE. Unit Owner means the owner of a Condominium Unit.
- FF. Utility Services means, but is not limited to, electric power, gas, water, telephone, sewer, drainage, television communication, and garbage and sewage disposal.
- GG. Voting Interest means the total votes of a Unit, determined in accordance with Section 12.B, herein, and as set forth in Exhibit B, as amended from time-to-time.
- HH. Effect of Definitions. The definitions provided in this Paragraph 2 shall apply throughout this Declaration, and the exhibits hereto, as the context requires, whether or not they are capitalized.

3. **DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS**. The Condominium Property includes personalty subject to condominium ownership, the Land, all easements and rights appurtenant thereto, and the Buildings and Improvements constructed thereon, comprising in total the Units, Common Elements, and Limited Common Elements. The principal improvement on the Land consists of one (1) building containing approximately Forty-one Thousand (41,000) square feet. Units will vary in size depending on the division of the building. The building is a three story concrete tilt-wall structure. The Building is a single Condominium but is one of multiple buildings in the Project. The Unit Owners will also be members of the Wellington Reserve Office Park Property Owners Association, Inc., a Florida not-for-profit corporation ("Master Property Owners Association" or "Master Association") responsible for the Declaration of Protective Covenants, Restrictions, Reservations, and Servitudes for Wellington Reserve Office Park encumbering the Project. The Master Property Owners Association is responsible for common elements and limited common elements of the Project. The improvements within the building which the Developer will construct shall be limited to the concrete perimeter walls, floors, any interior dividing (demising) walls within each building to create the Units, the roof truss system and roof, exterior windows and doors, and utility stub-outs (conduit only) to each Unit, the Common Elements and Limited Common Elements (being the floor covering, ceiling, wall treatment, and plumbing with fixtures for the common lavatories and hallway). Each Unit Owner shall be responsible to construct and install within or serving exclusively his Unit at his own expense the interior walls of the Unit, the floor coverings, electrical, plumbing, and HVAC systems (including all fixtures associated with same), utility hook-ups (including the payment of utility deposit and the installation of meters provided by the utility company, if any), and all other

improvements which Purchaser desires. The demising walls of each Unit within each building shall be constructed under the supervision of Developer, which shall determine the proper location and composition of same. Developer shall not be required to, but may in its sole discretion, release the Unit for construction by the Unit Owner until Developer's work on the building is complete. Developer shall construct and install at its expense all Improvements to the Common Elements and Limited Common Elements of the Condominium as set forth in the building plans and specifications approved by the Village of Wellington for issuance of the building permit for the building, and common elements and limited common elements of the Project, as reflected on and in accordance with the Master Plan, approved by the Village of Wellington, as amended.

A survey of the Land, a graphic depiction of the improvements in which the Units are located and a plot plan thereof, sufficient in detail to identify the Common Elements and each Unit, as well as the relative locations and approximate dimensions of same, are attached hereto as part of Exhibit A. For purposes of identification, all Units in the buildings are given identifying numbers and are those set forth in Exhibit A. The Developer may amend the Unit size and number of Units without the consent of the Association or Unit Owners. No Unit will bear the same identifying number as any other Unit. A certificate of Surveyor will be attached to Exhibit A and recorded in the Official Records of the Clerk of the Circuit Court upon completion of the building. Each demising wall(s) of each Unit within a building which will be constructed will be depicted on Exhibit A as a double solid line. Each demising wall(s) which has not been constructed as of the date of execution of this Declaration is depicted on Exhibit A as a double dotted line. Upon the completion of construction of each such unfinished demising wall(s) hereafter, Developer shall amend this Declaration to attach a certificate of Surveyor and plot plan depicting the actual location and dimensions of such newly constructed demising wall, as well as the Unit number affected thereby. The Developer shall also attach to the certificate an amended Exhibit B in the event that the undivided share of Common Elements and, where applicable, the Limited Common Elements (and corresponding ownership of Common Surplus and obligation for Common Expenses) is affected thereby. The amendment of this Declaration for such purposes need only be signed and acknowledged by Developer. No approval of any such amendment by the Association, the Unit Owners, lienors, or mortgagees of the Units shall be required. All costs associated with creating demising walls created by a Unit Owner splitting his Unit shall be the responsibility of the Unit Owner.

A. Unit Boundaries. The following shall be the boundaries of each Unit:

1. Each Unit shall have as its lower boundary the surface of the unfinished, concrete floor.
2. Each Unit shall have as its upper boundary a horizontal plane situated Ten (10) feet above and parallel to the surface of the unfinished, said concrete floor.
3. Each Unit shall have as its vertical boundaries the unfinished inside concrete surface of the perimeter walls of such Unit, the inside surface of metal or wood studs of any interior demising wall separating the Unit from the Common Elements, Limited Common Elements, or another Unit, as depicted on Exhibit A.
4. The columns within or adjacent to a Unit and the unpainted drywall installed thereon for fire protection shall constitute Common Elements. All pipes, wires, conduits, and other utility lines located outside of a Unit constitute part of the Common Elements. Any ventilation chases, electrical chases or conduits/wires, and plumbing chases or pipe located within a Unit, and serving more than one Unit, Common Element, or Limited Common Element, shall be part of the Common Elements and the boundary line of each chase, conduit, pipe, or wire shall be the exterior unpainted surface thereof. All doors and windows, whether made of glass or otherwise, which are in the interior perimeter walls of a Unit, shall be deemed a part of the Unit up to the exterior (outside) surface thereof, but shall be subject to the control of the Association. Exterior windows and doors of a Unit shall be

Common Elements.

- B. Air-Conditioning. The air-conditioning system(s) serving exclusively a Unit, including all of the air-conditioning components, attachments, ducts, and lines, shall be deemed to be owned by the Unit Owner, shall be maintained and repaired by the Unit Owner, and shall not be considered a part of the Common Elements.
- C. Fire and Security Alarm Systems. The fire or security system serving exclusively a Unit shall be deemed to be owned by the Unit Owner, shall be maintained by the Unit Owner, and shall not be a part of the Common Elements, but the Association shall control the installation, repair, and servicing of the system. The system installed shall be approved in advance by the Developer or Association to ensure compatibility with the building system.
- D. Facilities Serving Limited Common Elements. The air conditioning, including all equipment, ductwork, conduits, and chases, all plumbing (except fixtures), and all electric facilities serving Common Elements, Limited Common Elements, or more than one Unit shall be Common Elements.
- E. Walls Dividing Common Elements and Limited Common Elements. The walls dividing Common Elements from Limited Common Elements shall be Common Elements.
4. AMENDMENT OF PLAN: DECLARATION OF CONDOMINIUM. Developer reserves the unqualified right to change the size, location, design, and arrangement of all Units, as well as to alter the boundaries between Units, as long as Developer owns all such Units so altered. Developer specifically reserves the right to combine its Units or to subdivide any Unit into multiple Units. In the event of a combination or subdivision of any Unit(s), Developer shall reapportion among the newly formed Unit(s) the Common Elements, Limited Common Elements, as applicable, and shares of the Common Expenses and Surplus appurtenant to the original Units concerned. The Voting Interest of the combined or subdivided unit(s) shall be adjusted in accordance with Paragraph 12.B hereof. If such alteration combines Units, all common walls which are between such combined Units or which are removed shall cease to be a part of the Common Elements. Conversely, if such alteration creates additional Units, then all common walls installed between the newly formed Units shall become a part of the Common Elements as set forth in Paragraph 3.A.3. Any amendment of this Declaration reflecting an alteration of the Units by Developer need only be signed and acknowledged by Developer and no approval of said alteration by the Association, the Unit Owners, lienors, or mortgagees of the Units shall be required. In the event that a Unit Owner, other than Developer, owns two or more Units which are separated by a common demising wall(s), such Owner shall have the absolute right to remove such common demising wall(s) and combine his Units into a single Unit, in which event the common demising wall(s) so removed shall cease to be a part of the Common Elements; provided however, the Owner shall not be entitled to remove, alter or modify any (i) load-bearing columns or supports within the common demising walls, or (ii) chases, utility lines, or other Common Elements, located within the common wall(s), which serve more than said Owner's Units, all of which shall remain Common Elements. The Association shall execute and record an amendment to this Declaration to reflect the combination of said Units. The expense of combining the Units shall be borne by the Owner of same and shall include, but not be limited to, all legal expenses associated with the preparation and approval of the amendment, the expense of recording the amendment, and the expense of providing a survey and plot plan depicting the newly formed Unit.
5. COMMON ELEMENTS. The Common Elements, as depicted and located on Exhibit A attached hereto, include the following:
- A. The ventilation chases, plumbing and mechanical chases and pipes, and electrical chases and conduits/wiring, serving more than one Unit or Common Elements or Limited Common Elements, and structural elements (including load-bearing walls and columns and fire

- protection thereof) within, adjacent to, or outside the Units; and,
- B. Easements through Units for conduits, ducts, chases, shafts, plumbing, wiring and other facilities for the furnishing of utility services or access to Units, Common Elements, or Limited Common Elements; and,
- C. An easement of support in any part of a Unit which contributes to the support of the building; and,
- D. Installations for the furnishings of utilities and other services to more than one Unit, Limited Common Elements, or Common Elements, or to a Unit other than the Unit containing the installation;
- E. Fire protection installations or systems;
- F. The air condition systems, including ventilation chases and ductwork, serving more than one Unit, Limited Common Element, or Common Element.
- G. The Condominium Property which is not included within the Units, excluding Limited Common Elements.
- H. Staircase, elevator shaft, electric, chase, and janitorial areas on all floors, and the entry, lobby, waiting, corridor, equipment, mail, security, and lab pick-up areas of the First Floor, as shown in Exhibit A.
- I. The area between the upper level of the Unit and the top of the unfinished concrete floor of a Unit, and the area above the Units on the Third Floor.

6. **LIMITED COMMON ELEMENTS** The Limited Common Elements, as depicted on Exhibit A, shall consist of the lobby, central bathrooms/lavatories, and corridors serving the Units on the Second and Third Floor respectively for each floor, but excluding the walls inside the unpainted finished surface of the demising walls, the unfinished concrete floors, and a horizontal plane extending from the lowest point of the truss, joist, beam, or girder supporting the floor or roof above the lobby, bathroom/lavatory, or hallway.

7. **SURVEY. SITE PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS**. Attached hereto as Exhibit A is a survey of the Land, a graphic depiction of the improvements in which the Units are located, and a plan showing the proposed location and dimensions of the Common Elements, Limited Common Elements, and Units.

- A. **Surveyor's Certificate**. Attached hereto as part of Exhibit A is a certificate of surveyor made by a surveyor licensed to practice in the State of Florida depicting the Land certifying that the construction of the improvements as substantially complete so that Exhibit A, together with the provisions of this Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the Building and Improvements and the identification, location and dimensions of the Common Elements, Limited Common Elements, as well as the Units, can be determined from these materials. A 24 by 36 inch set of the graphic depiction of the Condominium shall be maintained by the Association.
- B. **Alteration of Units by Developer**. Developer reserves the right to change the size, location, design, designation, and arrangements of all Units, and to alter the boundaries between the Units, as long as Developer owns the Units so altered. The alteration may increase the number of Units or alter the boundaries of the Common Elements without amending this Declaration. In the event of an alteration Developer shall re-apportion among the Units the shares of the Common Elements appurtenant to the Units concerned.
- C. **Amendment of Declaration by Developer**. Any amendment of this Declaration reflecting the authorized alteration of the Unit(s) by Developer described in Paragraphs 4 and 7.B

hereof shall be signed and acknowledged by Developer only and no approval of said alteration by the Association, the Unit Owners, lienors, or mortgagees of the Unit Owners shall be required.

8. **POSSESSION AND ENJOYMENT OF UNITS AND APPURTENANCES.**

A. **Units.** Each Unit is a separate condominium form of real property, the ownership of which is in fee simple absolute. Each Condominium Unit includes the individual Unit subject to exclusive ownership, as well as the undivided share of the Common Elements and Limited Common Elements, as applicable, appurtenant to said Unit.

B. **Appurtenances.** The following appurtenances shall pass with each Unit:

1. An undivided share in the Common Elements, and where applicable, the Limited Common Elements for that Unit;
2. An undivided share in the Common Surplus;
3. An exclusive easement for the use of air space 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.
4. The undivided interest in, and use of, the Project easements of the Association for ingress and egress, parking, utilities, and landscaping.
5. Membership of each Unit Owner in the Association and the interests of each Unit in the funds and assets of the Association.
6. The right to use all of the Common Elements for their intended purposes, subject to the provisions of this Declaration, the By-Laws, and such Rules and Regulations as may from time to time be established by the Association; but no such use shall hinder or encroach upon the lawful rights of other Unit Owners

9. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.** The undivided share in the Common Elements, and Limited Common Elements where applicable, which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements, and Limited Common Elements where applicable, appurtenant to a Unit may not be conveyed or encumbered except together with the Unit. The share in the Common Elements, and Limited Common Elements where applicable, appurtenant to each Unit shall remain undivided, and no action for partition of the Common Elements or Limited Common Elements shall lie.

10. **PERCENTAGE OWNERSHIP OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS.** The undivided share in the Common Elements, and Limited Common Elements where applicable, appurtenant to each Unit, the percentage and manner of sharing Common Expenses, and the percentage of owning Common Surplus attributable to each Unit is shown on Exhibit A. The respective undivided interests as set forth in Exhibit A have been established, giving effect to numerous criteria, and are based on the Interior Square Feet of each Unit and this method of calculating the proportionate ownership and share of expenses and surplus cannot be changed, altered or amended except as provided in this Declaration or the Condominium Act.

11. **EASEMENTS.** The following easements are hereby granted:

A. **Easements for Unintentional Encroachments.** Perpetual easements are granted and reserved for encroachments presently existing or which may hereafter be caused by

settlement or movement of the buildings or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for the encroachments and the maintenance thereof shall exist.

- B. **Utility Easements.** Easements are reserved under, through and over the Condominium Property as may be required for utility services, trash collection, drainage and all other services provided to the Units or other Property in the Project, in order to serve the Condominium, other common facilities, or buildings now or hereafter located at the Condominium or the Project. Easements for the installation, maintenance, repair and replacement of utility lines (including but not limited to water, electrical, fire alarm, television cable, security, phone, and plumbing lines, and the like) located within the Units or Land are hereby created in favor of the Association or Master Association and may be assigned to utility providers. A Unit Owner shall not do anything within or without his Unit that interferes with or impairs the purpose of these easements or the utility lines which they serve. The Board of Directors of the Association, the Master Association, or their respective employees, contractors, designees, agents and servants shall have a right of access to each Unit to inspect the same, to install, maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit, or elsewhere in the Condominium Property, and to remove any matters interfering with or impairing the services within, or the purpose of, said easements herein reserved; provided such right of access, except in the event of any emergency, shall be made on no less than one (1) day's advance notice.
- C. **Ingress and Egress.** A non-exclusive easement is hereby granted for ingress and egress for pedestrian traffic over, through and across streets, drives, walks, lobbies, hallways, or other rights of way, and such other portions of the Common Elements as may from time to time be intended and designated for such uses and purposes, serving the Units or other Properties in the Project, for the use and benefit of the Unit Owners, or Owners of other properties, their guests, invitees and licensees, in obtaining access to and from the Units. Such easements for ingress and egress shall not be encumbered by leasehold or lien, other than those encumbering Condominium Units, except as otherwise specifically provided in §718.104(n)(1) and (2), Florida Statutes.
- D. **Perpetual Non-Exclusive Easement.** The Common Elements are hereby declared to be subject to a perpetual, non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their guests, licensees, employees, and invitees for all proper and normal purposes. The Common Elements and Limited Common Elements are also subject to a perpetual, non-exclusive easement in favor of employees and agents of the Association and of any management entity contracted by the Association to permit such employees and agents to perform their duties. The areas of the Common Elements necessary to serve adjacent Properties within the Project are hereby declared to be subject to a perpetual, non-exclusive easement in favor of other Property Owners in the Project for their use and the use of their guests, employees, and invitees for all proper and normal purposes, and in favor of the Master POA, its employees and agents to perform their duties.
- E. **Limited Common Elements Easements.** The Limited Common Elements are hereby subject to an easement in favor of the Unit Owners on the Second and Third Floor, respectively, for the exclusive use and enjoyment of the Unit Owners, on each floor, and their employees, guests, and invitees, to the exclusion of all others, except as set forth in Paragraph 11.D, above.

- F. **Additional Easements.** Developer reserves the right, without the consent or approval of the Association or the Unit Owners, or lienors or mortgagees of Unit Owners, to grant such additional easements or to relocate existing easements in any part of the Condominium Property as the Developer shall deem necessary or desirable for the proper operation and maintenance of the Condominium Property, or any portion thereof, or for the general benefit and welfare of the Unit Owners or Owners of other Properties in the Project, provided such additional easements or relocation of existing easements does not prevent or unreasonably interfere with the use or enjoyment of the Condominium Property by the Unit Owners, and further provided the Condominium Property will not be structurally weakened thereby.
- G. **Construction of Improvements.** An easement is hereby granted to Developer and Institutional Mortgagees, their agents, servants, employees and contractors, over, through and across such portions of the Common Elements as may from time to time be necessary for construction operations in conjunction with the development of, and sales related to, the Condominium or the Project.
- H. **Intended Creation of Easement.** Should the intended creation of any easement fail by reason of the fact that, at the time of creation, there is no grantee in existence having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as allowing the original party or parties to whom the easements were originally granted the benefit of such easement. The Unit Owners hereby designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement. By its execution hereof, Association hereby consents to, and joins in the creation of, the easements described in this Paragraph 11.
- I. **Easement or License for Unit.** The Association or Developer shall have the authority to grant an easement in gross or appurtenant, or license, to a Unit Owner for the encroachment of improvements associated with the Unit into the Common Elements or Limited Common Elements.

12. **MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.**

- A. **Membership.** Every Unit Owner, whether he has acquired title by purchase from Developer, Developer's grantees, successors or assigns, or by gift, conveyance, judgment, or operation of law, is bound to and by acceptance of the conveyance agrees that he shall accept membership in the Association, that he is bound by this Declaration, the Articles of Incorporation and By-Laws of the Association, the Rules and Regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and all lawful amendments thereto. Membership is required upon acquisition of a Unit and approval of the transferee pursuant to Paragraph 18 of this Declaration and may not be transferred apart and separate from a transfer of the ownership of the Unit. Membership shall automatically terminate upon sale or transfer of the Unit, whether voluntary or involuntary.
- B. **Voting Rights.** There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person is hereafter referred to as a voting member. Each voting member of the Association shall be entitled to one (1) vote for each One Hundred (100) square feet, or portion thereof, of a Unit owned by said member. The exact number of votes to be cast by voting members and the manner of exercising voting rights shall be determined by the By-Laws of the Association. If a Unit is owned by more than one individual, the owners of said Unit shall designate one of them as the voting member. If a Unit is owned by a corporation or a limited liability company, the board of

directors of the corporation or the manager or other authorized representative of the limited liability company, by duly passed resolution, shall designate one of its officers, employees or agents as the voting member. If a Unit is owned by a partnership, the partners by an appropriate resolution shall designate one of the partners as the voting member. If a Unit is owned by more than one trustee, the trustees shall designate one of the trustees as the voting member. The By-Laws of the Association shall govern the procedure for designating an individual as the voting member of the Unit. If an individual owns more than one Unit, he shall have as many votes as the total number of votes which are assignable to the Units on a Unit-by-Unit basis which he owns, based upon the square feet of each Unit individually. The vote of a Unit is not divisible. The voting interest of each Unit is set forth on Exhibit B, as may be amended from time-to-time.

- C. **Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required on any matter, whether or not it is the subject of an Association meeting, such decision shall be made by the same person who would cast the vote of such owner at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.
- D. **Voting Interest.** In determining a quorum, or a vote percentage, the Voting Interest shall be calculated by the number of votes, regardless of the number of Unit Owners.

13. **THE ASSOCIATION.** The Condominium Property shall be operated by the WELLINGTON RESERVE OFFICE PARK BUILDING B CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, the By-Laws of the Association, and Florida law. Copies of the initial Articles of Incorporation and initial By-Laws of the Association are attached hereto as Exhibits C and D, respectively, and incorporated herein by reference.

- A. **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property to be repaired and maintained by the Association, by the elements, or by other Unit Owners or other persons.
- B. **Notice of Contingent Liability.** In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at all reasonable times.
- C. **Control of the Association.**
1. The Developer, its grantees, successors, heirs, personal representatives or assigns, shall have the right, for the periods of time hereinafter provided, to appoint Directors of the Association as follows:
 - a. Until the time that Developer has closed the sale of Units constituting less than fifteen percent (15%) of the total square footage of all Units, Developer may appoint all members of the Board of Directors.
 - b. When Unit Owners other than Developer own Units constituting fifteen percent (15%) or more of the total square footage of all Units, the Unit Owners other than Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors.

- c. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors when the first of the following occurs:
- i. Three (3) years after the Developer has closed the sales of Units constituting fifty percent (50%) of the total square footage of all Units; or
 - ii. Three (3) months after the Developer has closed the sales of Units constituting ninety percent (90%) of the total square footage of all Units; or,
 - iii. Seven (7) years after the recording of this Declaration of Condominium in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida.
 - iv. When Developer elects to terminate its control of the Association.

2. Upon the occurrence of any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all Unit Owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular meetings. An employee or an agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer owns at least five percent (5%) of the total square footage of all Units.

- D. **Management Agreement.** The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such powers and duties of the Association as the Association and such person, firm or corporation shall agree upon, subject to the provisions of the Condominium Act. When Unit Owners other than the Developer have assumed control of the Association or own not less than seventy-five percent (75%) of the total square footage of all Units, the Unit Owners may cancel the management agreement by seventy-five percent (75%) vote of the Voting Interest other than the Developer's, pursuant to Florida Statutes Sec. 718.302(1).

14. **BY-LAWS.** The operation of the Condominium shall be governed by the By-Laws of the Association, the initial set of which is attached hereto as Exhibit D and incorporated herein by reference. No amendment of the By-Laws shall be valid unless amended in accordance with the requirements of the Condominium Act, this Declaration, the Articles, and Bylaws. Any amendment to the Bylaws shall be maintained by the Association and made available for inspection by the Unit Owners. The Association may, in its discretion, set forth any amendments to, or recompilation of, the Bylaws in, or annexed to, a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by an Institutional Mortgagee encumbering any Condominium Unit without the consent of the Institutional Mortgagee. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the Condominium Units.
15. **MAINTENANCE, USE, ALTERATIONS AND IMPROVEMENTS.** The responsibility for the maintenance of the Condominium Property and restrictions upon the use, alteration, and improvement thereof shall be as follows:

A. **Common Elements.**

1. The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a part of the Common Expenses.
2. There shall be no material alteration to, or substantial improvement of, the Common Elements without the prior written approval of owners of record owning no less than sixty-five percent (65%) of the total square footage of all Units, except as set forth in Paragraphs 4 and 7.B. Except as set forth in Paragraphs 4 and 7.B, the cost of an alteration or improvement shall be a Special Assessment and shall be so assessed: provided however, the cost of such alteration or improvement shall not be assessed against an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon a Condominium Unit, unless such Institutional Mortgagee shall approve the alteration or improvement, whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any such cost not so assessed shall be assessed to the other Unit Owners in the proportion that their shares in the Common Elements bear to each other. Notwithstanding anything to the contrary in this Declaration, Developer reserves the unqualified right to (i) alter the Common Elements as permitted by Paragraphs 4 and 7.B of this Declaration and (ii) install equipment and make other improvements and alterations to the Common Elements, in Developer's sole and absolute discretion. While the Developer owns a Unit in the Condominium, no other person shall be permitted to alter the Common Elements without the express, written consent of the Developer, which consent may be withheld in the Developer's sole and absolute discretion. Developer also reserves the unqualified right to grant any Unit Owner(s) permission to install on, or otherwise affix equipment to, the Common Elements.
3. Additional real property acquired by the Association may be added to the real property of the Condominium. This shall be accomplished by an amendment to this Declaration that includes the description of the additional real property and submits the same to the Condominium pursuant to the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. The amendment, when recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, shall divest the Association of title to the additional real property and shall state that it conveys all interest of the Association to, and vests undivided shares of the additional real property in, the Unit Owners, without naming them and without further conveyance, which undivided shares shall be in the same percentages as the undivided shares of the Common Elements which are appurtenant to the Units.
4. Additional real property acquired by the Association that is not incorporated into the Condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by, or with the vote of, the record Unit Owners of not less than sixty-five percent (65%) of the Voting Interest of all Units. Approval shall be evidenced by an Association Certificate stating that the approval was duly given, which certificate shall be delivered to the purchaser or mortgagee of such additional real property.
5. Any personal property acquired by the Association may be sold, financed, mortgaged or otherwise disposed of by the Association.
6. The Association may restrict, or impose conditions on, the use of Common Elements for users which require secure areas or have particular needs, such as, but not limited to, a drop-off and delivery area for medical items.

B. Limited Common Elements.

1. The use, maintenance, and operation of the Limited Common Elements shall be the responsibility of the Association and shall be a part of the Limited Common Expenses.
2. There shall be no material alteration to, or substantial improvement of, the Limited Common Elements without the prior written approval of owners of record owning no less than sixty-five percent (65%) of the total square footage of those Units holding an interest in the respective Limited Common Elements located on the Second and Third Floor, respectively, except as set forth in Paragraphs 4 and 7.B. Except as set forth in Paragraphs 4 and 7.B, the cost of such alteration or improvement shall be a Special Assessment and shall be so assessed: provided however, the cost of such alteration or improvement shall not be assessed against an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon a Condominium Unit, unless such Institutional Mortgagee shall approve the alteration or improvement, whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any such cost not so assessed shall be assessed to the other Unit Owners in the proportion that their shares in the respective Limited Common Elements on the Second and Third Floor, respectively, bear to each other. Notwithstanding anything to the contrary in this Declaration, Developer reserves the unqualified right to (i) alter the Limited Common Elements as permitted by Paragraphs 4 and 7.B of this Declaration and (ii) install equipment and make other improvements and alterations to the Limited Common Elements, in Developer's sole and absolute discretion. While the Developer owns a Unit in the Condominium, no other person shall be permitted to alter the Limited Common Elements without the express, written consent of the Developer, which consent may be withheld in the Developer's sole and absolute discretion. Developer also reserves the unqualified right to grant any Unit Owner(s) permission to install on, or otherwise affix equipment to, the Limited Common Elements.
3. The Association may restrict, or impose conditions on, the use of Limited Common Elements for users which require secure areas or have particular needs, such as, but not limited to, a drop-off and delivery area for medical items.

C. Units

1. The Association shall maintain, repair and replace as a common expense:
 - a. All areas within a Unit which contribute to the support of the Building, including but not limited to, load-bearing walls located within a Unit, the exterior walls of the Building, all fixtures on the exterior thereof, the boundary walls defining a Unit, as well as the floors and ceiling slabs thereof, including insulation protecting such structural components, windows and screening on exterior walls, but shall not include: (1) screening, windows, exterior doors, panels, glass, or other components which are in the interior perimeter walls of a Unit; and (2) interior surfaces of walls, ceilings and floors.
 - b. All chases, conduits, plumbing (except fixtures), electrical wiring and other facilities which furnish utilities and similar services within each Unit, Limited Common Element, or Common Element in the Condominium. The Association shall also maintain, repair and replace all such facilities which are installed within any Unit, but only that portion of same which also serves a part of the Condominium Property other than the Unit within

- c. which contained; and, Ventilation, electrical, and plumbing chases, conduits/wires, and pipes that are Common Elements.
 - d. All incidental damage caused to a Unit by such work shall be promptly repaired by the Association.
- 2. The responsibility of the Unit Owner shall include:
 - a. Maintaining, repairing and replacing, at his sole and personal expense, all portions of his Unit (except those portions specifically to be maintained, repaired and replaced by the Association), including but not limited to, all doors, windows, glass, screens, air- conditioning and heating equipment (including condensers, compressors, evaporators, heating elements and all duct-work pertaining thereto, which serve the single Unit, whether located within or without the Unit), electrical fixtures (including outlets and electrical boxes), plumbing fixtures and connections, the surfaces of all interior walls (whether load-bearing or not) including the surfaces of load-bearing columns and posts, floors and ceilings. Notwithstanding anything to the contrary in this Declaration, each Unit Owner shall be obligated to repair, maintain and replace all portions of the water, electrical, plumbing and other utility lines which exclusively serve such Unit. If the repair or replacement of any utility line which lies outside of a Unit, or which lies within a Unit but serves more than a single Unit, is required as a result of the use or activities of a Unit Owner, then the Association shall undertake the repair or replacement of same and shall be immediately reimbursed all expenses attendant to same by such Unit Owner. If payment is not made forthwith, the Association shall be entitled to assess the Unit Owner in the manner provided in Paragraph 16.C hereof.
 - b. Maintaining and replacing, as is necessary, all electrical wiring, electrical circuitry and electrical apparatus serving an individual Unit and the electric meter serving same.
 - c. Maintaining and replacing, as is necessary, all water lines from the common water line to the Unit served by same.
 - d. Maintaining all plumbing fixtures and pipes located within the Unit free from blockage and obstructions.
 - e. Refraining from painting or otherwise decorating or changing in any manner whatsoever the appearance of any portion of the exterior of a Unit and the Condominium Property.
 - f. Promptly reporting to the Association any defect or need for repairs, for which the Association is responsible.
- D. **Enforcement of Maintenance.** If a Unit Owner fails to maintain the property as required herein, or otherwise violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance; or the Association shall have the right to assess the Condominium Unit an Individual Assessment for the reasonable cost of making the necessary repairs or improvements to the Unit as is required to comply herewith, and to collect the assessment and have a lien for same as provided herein. After written notice and Fifteen (15) days to cure, except in the case of emergency, the Association, its employees or agents, shall have the right to enter the Unit and do the necessary work to enforce compliance with the provisions hereof.
- E. **Alteration and Improvement.** A Unit Owner may make such alterations or improvements

to the interior of his Unit at his sole expense as he may desire, subject to the provisions of Paragraphs 4, 19.F and 19.G of this Declaration, provided all work shall be done without unduly disturbing the rights of other Unit Owners, and further provided that nothing herein shall be construed to limit, modify or derogate the rights of Developer reserved or granted in this Declaration. Except as reserved in this Declaration to Developer, neither a Unit Owner nor the Association shall make any alteration within a Unit or building which is to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or integrity of the Unit or the building without obtaining the prior written approval of all other Unit Owners in the building. A copy of the building plans for all of such work, prepared by a Licensed Architect, shall be filed with the Association prior to the granting of such approval and the commencement of such work.

- F. **Right of Access of the Association.** The Association shall have the irrevocable right of access to all Units during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements, Limited Common Elements, or to another Unit. The Association shall have the right but not the obligation to restrict access to, or prepare, the Condominium in the event of, or in preparation for, a disaster or inclement weather.

16. **ASSESSMENTS.** A Unit Owner, regardless of how title is acquired, shall be liable for all assessments which come due while he is the owner of a Condominium Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the Common Expenses, Limited Common Expenses, and any assessments, due at the time of such voluntary conveyance. A lease of a Condominium Unit by a Unit Owner will not relieve the Unit Owner of his liability for assessments. The Association through its Board of Directors, shall have the power to fix and determine from time to time assessments against each Unit, including without limitation Individual Assessments, Special Assessments, and Assessments in such sums as necessary to provide for the Common Expenses and Limited Common Expenses to the extent maintained by, contracted for, or the responsibility of, the Association.

- A. **No Avoidance of Waiver of Use.** The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, Limited Common Elements, or services, or by abandonment of the Condominium Unit for which the assessment was made.
- B. **Interest on default.** Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the highest rate permitted by the Florida usury laws. If a Unit Owner is more than fifteen (15) days delinquent in the payment of any assessment, the Board of Directors may, at its discretion, upon five (5) days written notice to the Unit Owner, declare due and payable all assessments applicable to such Condominium Unit for the entire fiscal year of the Association in which the delinquency occurs. In addition to accelerating payment of assessment installments, the Association may, without the necessity of notice and an opportunity to cure, assess the delinquent Unit Owner an administrative fee in an amount which is the greater of either (i) the sum of \$50.00, or (ii) ten percent (10%) of each instalment of the assessment for which payment is late.
- C. **Lien For Unpaid Assessments.** The Association shall have a lien on each Condominium Unit and all tangible personal property located within the Unit for the amount of any unpaid assessments, and interest thereon, until such assessments are paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of

such assessment or enforcement of such lien, together with costs of collection. "Reasonable attorney's fees" are defined to include, but not be limited to, all fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals, as well as appearances in, and connected with, any bankruptcy proceedings or creditors' reorganization or similar proceedings. Assessment liens shall be executed and recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in the manner provided by the Condominium Act and shall relate back to the date that this Declaration is recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, subject to the priority of first mortgagees provided in of Section 718.116, Florida Statutes. The Board of Directors may take such action as it deems necessary to collect unpaid assessments, including the filing of an action to enforce and foreclose the lien created herein and also seeking recovery of a money judgment for the unpaid assessments without waiving the right to foreclose the lien. The Board of Directors may settle and compromise any such claims if in the best interest of the Association.

- D. **Foreclosure of Lien.** Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, as more particularly described in the Condominium Act. At any judicial sale, the Association may bid and apply as a cash credit against its bid all sums owing to the Association which are covered by the lien being enforced and otherwise awarded in the judgment of foreclosure.
- E. **Liability of Institutional Mortgagees.** Except as otherwise provided in Section 718.116, Florida Statutes, if an Institutional Mortgagee obtains title to a Condominium Unit as a result of the foreclosure of a first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Unit applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangement in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Any such unpaid share of common assessments shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer of title, and his successors and assigns. No other sale or transfer shall relieve any Unit Owner or acquirer of title from liability for any assessments previously due, nor from the lien of any such assessments subsequently imposed. The written statement of the Association that the lien is subordinate to the institutional mortgage or that the Condominium Unit is not subject to the assessment shall be dispositive of any question pertaining thereto.
- F. **Liability of Others.** Any person who acquires an interest in a Condominium Unit, except through foreclosure of an Institutional Mortgage of record (or deed in lieu of foreclosure) as provided in subparagraph 16.E hereof, including without limitation, persons acquiring title by operation of law (specifically including purchasers at judicial sales), shall be obligated to pay all unpaid assessments which came due prior to acquisition of title, and such person shall not be entitled to occupy the Unit or enjoy the Common Elements or Limited Common Elements until all such unpaid assessments due and owing by the former owner have been paid in full.
- G. **Assignment of Claim by Association.** The Association, acting through its Board of Directors, shall have the right to assign its claim of lien rights for the recovery of any unpaid assessments to Developer or to any Unit Owner or group of Unit Owners, or to any third

- party.
- H. **No Abridgement of Rights of Institutional Mortgagee.** Nothing herein shall be construed to abridge or limit the rights and responsibilities of an Institutional Mortgagee of a Condominium Unit as provided by Chapter 718, Florida Statutes, or as specifically provided herein.
 - I. **Budget.** The Board of Directors of the Association shall approve the annual budget for the Condominium in advance for each fiscal year, which budget shall be in the form prescribed in the By-Laws of the Association.
 - J. **Initial Start-up Assessment.** The purchaser of each Unit from the Developer shall be responsible for the payment of One Quarter (1/4) of the annual Assessment at the time of acquisition of the Unit to cover Common Expenses and Limited Common Expenses of the Association. In the event the Unit is not conveyed at the time a permit for tenant (interior Unit) improvements has been issued by the Village of Wellington, the payment One Quarter (1/4) of the annual Assessment shall be due and payable.
 - K. **Developer Excused from Payment.** Notwithstanding the foregoing, Developer shall be exempt from payment of the Common Expenses, Limited Common Expenses, and assessments from the time of recording this Declaration until One (1) year after the closing on the conveyance of the first Unit (the "Exemption Period"); provided however, during the Exemption Period Developer shall guarantee that the assessment paid by non-Developer Unit Owners shall not exceed Eighty Cents (\$0.80) per Square Foot per month of the Unit; and further provided, that Developer shall be obligated to pay any amount of the Common Expenses and Limited Common Expenses incurred during the Exemption Period which are not paid by the assessments at the guaranteed level receivable from non-Developer Unit Owners. Developer shall have an option to extend the Exemption Period for one or more additional periods of six (6) months, or may terminate the right reserved by this Paragraph 16.J, and be subjected to payment of the Common Expenses, Limited Common Expenses, and assessments as any other Unit Owner.

17. **LIENS.** No liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from Condominium Units) except with the unanimous consent of the Unit Owners. This restriction shall not apply to the mortgage securing financing obtained by Developer for the purpose of constructing the Project, provided such mortgage is released as against the Unit at the time of conveyance of the Unit by the Developer, and the rights of the mortgagee are subordinate to the rights of the Unit Owner to the Common Elements and Limited Common Elements, and the other rights and interests of the Unit Owner in the Condominium.

- A. **Consent of Unit Owners.** Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to the Unit owned by him, such labor or materials may not be the basis for the filing of a lien against a Unit or Condominium Unit. No labor performed or materials furnished to the Common Elements, or Limited Common Elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Units, or those Units having an interest in the respective Limited Common Elements, in the proportions by which the owners thereof are liable for Common Expenses, or in the case of work or materials on the Limited Common Elements on the Unit Owners having an interest in the Limited Common Elements in the respective proportions of the Unit Owner's interest in the Limited Common Elements.
- B. **Partial Release of Lien.** In the event a lien against two or more Condominium Units

becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to same. Upon such payment, the lienor shall release the lien of record for that Condominium Unit.

18. **ALIENATION AND MORTGAGE OF CONDOMINIUM UNITS.** In order to maintain a community of compatible Unit Owners who are financially responsible and to protect the value of the Condominium Units, the transfer of Condominium Units by an Owner other than Developer shall be subject to the following provisions as long as the Condominium exists, with which provisions each Unit Owner covenants to comply:

A. Transfers Subject to Approval.

1. **Sale.** No Unit Owner may dispose of a Condominium Unit, or any interest therein, by sale without prior written approval of the Association, except to another Unit Owner.
2. **Gift, Devise, or Inheritance.** If a Unit Owner acquires title to his Condominium Unit, or any interest therein, by gift, devise or inheritance, his right to continue in ownership of the Condominium Unit shall be subject to the approval of the Association, unless he is already a Unit Owner approved by the Association or Developer.
3. **Lease.** No Unit Owner may lease a Condominium Unit, or any portion of it, unless the lessee has first been approved by the Association.

B. Approval By Association. The prior approval of the Association is required for any transfer of an interest in any Condominium Unit falling within the scope of Paragraph 18.A and shall be obtained in the following manner:

1. **Notice to Association.**

- a. **Sale.** A Unit Owner intending to make a bona fide sale of his Condominium Unit, or any interest in it, shall give to the Association notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Association may reasonably require, and an executed copy of the contract of sale and the required fee as determined from time to time by the Association's Board of Directors at least thirty (30) days prior to the anticipated closing date. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association procure a substitute purchaser of the Condominium Unit if the proposed purchaser is not approved. The Association can approve, deny, or approve with conditions the conveyance.
- b. **Gift, Devise, Inheritance And Other Transfers.** Any Unit Owner who has obtained title to a Condominium Unit, or any interest in it, by gift, devise or inheritance, or in any other manner not previously described, shall notify the Association of the acquisition of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- c. **Lease.** A Unit Owner intending to enter into a bona fide lease of his Condominium Unit, or any portion of it, shall give to the Association notice of such intention, together with the name and address of the proposed lessee, a copy of the lease and such other information concerning the proposed lessee as the Association may reasonably require at least thirty (30) days

prior to the anticipated lease commencement date.

- d. **Failure to Give Notice.** If the Association is not notified as required herein, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Condominium Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

- e. **Application Form.** The Association is vested with the authority to prepare and employ an application form which may require specific personal, social, financial and other data relating to the intended purchaser, the grantee in the case of a transfer by gift, devise or inheritance, or to a proposed lessee, as may reasonably be required by the Association to enable it to responsibly perform an investigation within the time limits extended to the Association for that purpose as hereinafter set forth. The application shall be completed and submitted to the Association along with, and as an integral part of, the notice. A reasonable fee, in an amount set by the Rules and Regulations of the Association, may be charged to the transferor or lessor of the Condominium Unit for the purpose of defraying the cost of investigation and the administrative costs of the Association related to the transfer or lease.

2. **Certificate of Approval.**

- a. **Sale.** If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association shall either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the Unit Owner in writing within the fifteen (15) day period, and the failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in an Association Certificate attached to the instrument of conveyance and recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at the expense of the Seller.
- b. **Gift, Devise, Inheritance, or Other Transfers.** If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any manner other than sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the continued ownership of the Unit Owner's Condominium Unit. Such approval or disapproval shall be transmitted to the Unit Owner in writing within the fifteen (15) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in an Association Certificate, which shall be recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at the expense of the Unit Owner.
- c. **Lease.** If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information concerning the proposed lessee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the lessor in writing within the fifteen (15) day period, and failure to do so shall constitute approval of the lease. If approved, the approval shall be stated in an

Association Certificate and delivered to the lessor but it shall not be recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida. The liability of the Unit Owner under the terms of this Declaration shall continue, notwithstanding the fact that the Condominium Unit has been leased.

- C. **Disapproval by Association.** The Association may disapprove the transfer of ownership or the lease of a Condominium Unit, if the transferee or lessee does not qualify as a Unit Owner pursuant to the terms of this Declaration, by delivering or mailing to the transferor notice of the disapproval and the grounds therefor no later than fifteen (15) days after the Association receives notice of the proposed transfer or lease. If the Association shall otherwise disapprove a transfer of ownership or lease of a Condominium Unit, the matter shall be disposed of in the following manner:

1. **Sale.** If the proposed transaction is a sale, and if the notice of sale given by the Unit Owner shall so demand, then within fifteen (15) days after receipt of such notice and information, the Association shall deliver or mail to the Unit Owner an agreement to purchase the Condominium Unit by a purchaser approved by the Association to whom the Unit Owner must sell the Condominium Unit upon the following terms:

- a. The price to be paid shall be the purchase price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If an issue is raised as to whether or not the disapproved contract, including the purchase price set forth therein, is bona fide, the matter shall be resolved by arbitration in accordance with the then existing rules of the American Arbitration Association ("AAA"), except that the arbitrator shall be an MAI appraiser appointed by the AAA. All fees charged by the arbitrator, as well as the fees assessed by the AAA, shall be paid by the purchaser.
- b. The purchase price shall be paid in cash.
- c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within thirty (30) days after conclusion of the arbitration, whichever is later.
- d. An Association Certificate approving the purchaser shall be recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at the expense of the purchaser.
- e. If the Association shall fail to provide a purchaser upon demand of the Unit Owner in the manner provided herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish an Association Certificate approving the sale to the previously-disapproved purchaser, which shall be recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at the expense of the seller.

2. **Gift, Devise or Inheritance; Other Transfers.** If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any manner other than by sale, then within fifteen (15) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail to the Unit Owner an agreement to purchase the subject Condominium Unit by a purchaser approved by the Association, who will purchase, and to whom the Unit Owner must sell, the Condominium Unit upon the following terms:

- G. **Proviso.** No Association Certificate of approval shall be issued by the Association, as provided in this Paragraph 18, unless all sums owed by the Unit Owner pursuant to this Declaration are current and paid.
- H. **Association Authority to Enforce Lease.** If a Unit is leased, then the Unit Owner(s) hereby deems the Association to be the Unit Owner's Agent to enforce the Association's governing documents should a default occur and the Unit Owner(s) fails to do so, including but not limited to the Association's authority to file actions for possession of the premises as Agent of the Unit Owner(s). If the Association elects to use the authority outlined in this paragraph, the Unit Owner(s) shall be liable for the Association's expenses, including but not limited to a reasonable attorney's fee and costs.

19. **USE AND OCCUPANCY RESTRICTIONS.** The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists:

- A. **Common and Limited Common Elements.** The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.
- B. **Animals and Pets.** No animals of any kind shall be permitted to stay overnight, or otherwise harbored, on the Condominium Property, nor shall any animals or pets be permitted to roam the Condominium Property without a leash.
- C. **Nuisances.** No use or practice which is either an annoyance to Unit Owners or an interference with the peaceful possession and proper use of the Condominium Property by the Unit Owners shall be allowed. All of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.
- D. **Insurance.** No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property unless the Unit Owner pays the Association for the increase in the premium caused by the conduct of the Unit Owner. The Unit Owner shall pay to the Association the cost of the increase in the premium before the Unit Owner may perform the acts which increased the cost of the premium. If the Unit Owner, at any time, fails to pay for the cost of the increase in the premium, the Unit Owner shall be prohibited from engaging in the conduct which caused the increase in the cost of the insurance premium. In the event that insurance cannot be obtained for such use, or if the activity involved is hazardous to other Unit Owners, the use shall be, and is hereby, prohibited.
- E. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.
- F. **Exteriors.** No change shall be made in the color of any exterior window, door, storm or hurricane shutter, glass or screen of a Condominium Unit, except with the prior written consent of the Board of Directors of the Association. No Unit Owner shall cause anything to be placed on the exterior walls, including awnings, storm shutters, doors and windows of the buildings, except with the prior written consent of the Board of Directors of the Association. The Unit Owners shall not cause anything to be hung, displayed or placed on

the walls, doors or windows of their Condominium Units which is visible from the outside of the Unit without the prior written consent of the Directors of the Association.

- G. **Alteration of Units.** Except as expressly permitted by Paragraph 4, 7.B, or 15.E, hereof, no Unit Owner shall make or cause to be made any modifications or alterations in or to his Unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, nor shall a Unit Owner subdivide his Unit or change the boundaries or interior walls defining his Unit, without the prior written consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such alteration or modification would in any manner endanger the building or be inconsistent with the type of condominium buildings the Developer seeks to establish. If the modification or alteration desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load-bearing partition and if removal of the partition does not interfere with any common utility source.
- H. **Noise Abatement.** No noise or vibration shall be permitted to be transmitted from one Unit to another. In the event the Board Of Directors of the Association determines that any noise or vibration is being transmitted from one Unit to another and that such noise is unreasonable in volume or intensity, the Unit Owner of the Unit that is the source of the noise or vibration shall, at his own expense, take such steps as shall be necessary to abate it to the satisfaction of the Board of Directors of the Association. In the event the Unit Owner fails to abate the noise or vibration, the Board of Directors shall take such steps as shall be necessary to abate the noise and the Unit Owner shall be liable to the Association for all expenses incurred by the Association in abating the noise or vibration, including reasonable attorney's fees and costs.
- I. **Signs.** Any sign installed on the exterior wall of a Unit shall strictly conform to the Code of Ordinances of the Village of Wellington, the uniform standards approved by the Developer, or after Turnover the Master Association, in its sole and absolute discretion, as to location, color, design, size and material components. Except for the aforesaid sign, no other advertisement, notice or lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the exterior of any building, or within any Unit if the same can be observed from outside the Unit, except with the prior written consent of the Developer, or Master Association after Turnover. Identification signs inside the Building and on the demising wall of the Unit from the hallway, or demising door, shall be permitted in accordance with a uniform standard established by the Developer or, after Turnover the Association.
- J. **Window Treatment.** No Unit Owner shall be allowed to install any window tinting of any kind on the exterior windows of any Unit(s) of the Condominium.
- K. **Lavatories.** Unit Owners must comply with all applicable government regulations with respect to the construction and maintenance of lavatories within a Unit. Lavatories may be permitted within a Unit only upon the written approval of the Developer or, after Turnover, the Association, which approval may be withheld in the sole and absolute discretion of the Developer or Association, as applicable.
- L. **Non-Interference Agreement.** Until the Developer has completed all of the contemplated improvements, and closed the sales of all of the Condominium Units, neither the Unit Owners nor the Association, nor any of their agents, guests, licensees or invitees, nor any use of the Condominium Property by the aforesaid parties, shall interfere with the completion of the Contemplated improvements, or the sale of the Condominium Units by the Developer.

Developer may make such use of the unsold Units and the Common Elements as may facilitate the completion and sale of the remaining Condominium Units.

- M. **Prohibited Uses.** Each Unit Owner (including his contractors, agents, guests, invitees, licensees, and employees) is prohibited from using his Unit, or any part of the Common Elements, for any of the following purposes: Laundry, Laundromat or dry cleaning services (except a pick-up/delivery dry cleaning service only, located on the first floor of the Building); Kennels or other housing of animals; Outside storage of materials or supplies; Transmission towers; Lounges, bars or other such establishments from which alcoholic beverages are sold; Nightclubs, discotheques, dance clubs; Adult entertainment establishments (including but not limited to, movie theaters, video stores, topless, nude and semi-nude dancing and entertainment) and the like; Massage studios; or Leaving, parking or storing any campers, recreational vehicles, buses, or boats on the Condominium Property overnight.
- N. **Rules and Regulations.** Rules and Regulations concerning the use of the Condominium Property may be made, and amended from time to time, by the Board of Directors of the Association.

20. **CONDOMINIUM PARKING.** The parking of all automobiles and other vehicles on the Wellington Reserve Office Park shall be under the control of the Master Association, subject to the jurisdiction and requirements of the Village of Wellington. The Master Association may designate exclusive parking to this Condominium or other buildings in the Project, or Unit Owners or other owners in the Project, in its reasonable discretion.

21. **INSURANCE.** Insurance, other than title insurance, that shall be carried upon the Condominium Property and the personal property of the Unit Owners shall be governed by the following provisions:

- A. **Authority to Purchase.** All insurance policies upon the Condominium Property and the property of the Association shall be purchased by the Board of Directors of the Association. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and their mortgagees as their interests may appear, without naming them. Provisions shall be made for issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners, as may be required by the mortgagee(s). The policies shall provide that payments by the insurer for losses shall be made to the Association and the Association shall have the authority in the sole discretion of its Board of Directors to hire professionals to assist with the disbursement, including but not limited to an Insurance Administrator, Project Manager, CPA or other professional or disburse said funds after all deductible(s), administrative costs and fees are deducted from same (such administrative fees shall include but shall not be limited to attorney's fees and fees to hire other professionals such as an Insurance Administrator and the like to assist the Association with a covered loss). All policies and their endorsements shall be deposited with the Association. Unit Owners must obtain coverage at their own expense for their personal property. Further, Unit Owners may obtain coverage for their personal liability and such other coverages as the Unit Owner deems appropriate.
- B. **Coverage.**
1. **Liability.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium and all property of the Association, and insuring the Association and the Unit Owners as their interests may appear, in such amounts and providing such

- coverage as the Board of Directors of the Association may determine from time to time. The insurance shall include, but need not be limited to, hired and non-owned automobile coverage and a cross-liability endorsement to cover liabilities of the Unit Owners as a group and to an individual Unit Owner.
2. **Casualty Insurance.** The Board of Directors of the Association shall obtain, at a minimum, fire and extended coverage insurance, as well as vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, in and for the Association, and by all Unit Owners and their mortgagees, as their interests may appear, from a company meeting the standards set by the Board of Directors of the Association, in an amount determined annually by the Board of Directors of the Association. The casualty insurance policy shall cover, at a minimum, fixtures, installations or additions comprising that part of the buildings, within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Units, initially installed or replacements thereof, of like kind or quality, in accordance with the original plans and specifications and any upgrades which may be made from time to time.
 3. **Workers' Compensation.** The Board of Directors of the Association shall obtain Worker's Compensation Insurance in order to meet the requirements of law.
 4. **Flood.** The Board of Directors of the Association shall obtain flood insurance if necessary to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.
 5. **Other Insurance.** The Board of Directors of the Association shall obtain such other insurance as the Board of Directors shall determine from time to time to be desirable.
 6. **Subrogation Waiver.** If available, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right to subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests.
 7. **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Paragraph 21 shall be assessed against and collected from Unit Owners as a Common Expense. However, in the event that an increase in a premium is occasioned by either the use or non-use of a Unit or the Common Elements by a Unit Owner, or by the owner's contractors, guests, employees, agents, invitees, licensees or lessees, then, and in that event, the increase in the premium shall be assessed against such Unit Owner and Unit.
- C. **Shares of Proceeds.** All insurance policies purchased by the Board of Directors of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees (hereinafter collectively referred to as the "beneficial owners"), as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association and the Association shall have the authority in the sole discretion of its Board of Directors to disburse said funds after all deductible(s), administrative costs and fees are deducted from said proceeds (such administrative fees shall include but shall not be limited to attorney's fees and fees to hire other professionals such as an Insurance Administrator and the like to assist the Association with a covered loss).

1. **Common Elements.** Proceeds on account of damaged Common Elements - an undivided share for each Unit, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
 2. **Property (Real and Personal) of the Association.** Proceeds on account of damaged property of the Association - an undivided share for each Unit, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
 3. **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:
 - a. When the Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit, which cost shall be determined by the Board of Directors of the Association.
 - b. When the Building is not to be restored, an undivided share for each Unit in the Building, such share to be divided among Unit Owners in proportions equal to ownership in the Common Elements.
 4. **Mortgagees.** In the event a mortgagee endorsement has been issued regarding a Condominium Unit, the share of the Unit which comprises such Unit for damages to the Unit and appurtenant Common Elements shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- D. **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
1. **Expense of the Trust.** All expenses of the Insurance Trustee shall be paid first or provision made for such payment.
 2. **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such reconstruction or repair, as hereinafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This covenant is for the benefit of any mortgagee of a Condominium Unit and may be enforced by such mortgagee.
 3. **Failure to Reconstruct or Repair.** If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This covenant is for the benefit of any mortgagee of a Condominium Unit and may be enforced by such mortgagee. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the Condominium Property has been properly landscaped. In the event that there is loss or damage to personal or real property belonging to the Association, and the Board of Directors of the Association determines not to replace such personal or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as Common Surplus.

- E. **Association's Power to Compromise Claims.** The Board of Directors of the Association is hereby irrevocably appointed agent for each Unit Owner, and for each owner of any other interest in the Condominium Property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board of Directors of the Association, and to execute and deliver releases therefor upon payment of claims.
- F. **Mortgagee's Right to Advance Premiums.** Should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements set forth in this Declaration, the Institutional Mortgagee holding the greatest dollar volume of Unit mortgages shall have the right, at its option, to obtain insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent that monies are so advanced, the Institutional Mortgagee shall be subrogated to the assessment and lien rights of the Association against the individual Unit Owners for reimbursement of such monies as Common Expenses.

22. **RECONSTRUCTION OR REPAIR AFTER CASUALTY.**

- A. **Determination to Reconstruct or Repair.** If any part of the Condominium Property shall be damaged by casualty, the decision of whether or not to reconstruct or repair the property shall be made in the following manner:
1. **Common Elements.** If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner hereinafter provided that the Condominium shall be terminated.
 2. **Property (Real and Personal) of the Association.** If the damaged improvement is property owned (in whole or in part) by the Association, the damaged property shall be reconstructed or repaired, unless it is determined in the manner hereinafter provided that the Condominium shall be terminated.
 3. **Condominium Building**
 - a. **Lesser Damage.** If the damaged improvement is to the Building, and if Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenable, the damaged property shall be reconstructed or repaired, unless, within sixty (60) days after the casualty, it is determined by agreement in the manner hereinafter provided that the Condominium shall be terminated.
 - b. **Substantial Damage.** If the damaged improvement is the Building, and if Units to which less than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be tenable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as hereinafter provided, unless within sixty (60) days after the casualty the owners of Units to which more than sixty-five percent (65%) of the Common Elements are appurtenant agree in writing to such reconstruction or repair.
 - c. **Certificate.** The Insurance Administrator may rely upon an Association Certificate to determine whether or not the damaged property is to be reconstructed or repaired.
- B. **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building. If the reconstruction or repair is not in substantial accordance with such plans and specifications, then it shall be in accordance with plans and specifications approved by the Board of Directors of the

Association; provided however, the approval of the owners and mortgagees of Units to which more than sixty-five percent (65%) of the Common Elements are appurtenant is required, which approval shall not be unreasonably withheld.

- C. **Responsibility.** If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility for reconstruction and repair after casualty shall be that of the Association.
- D. **Estimates of Costs.** Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, or as part making such determination, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.
- E. **Special Assessments.** The amount by which an award of insurance proceeds is reduced on account of the deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their shares in the Common Elements and, where damage is to the Limited Common Elements, against the Unit Owners having the interest in the Limited Common Elements in the proportion of their interests therein. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Each such assessment on account of damage to Common Elements and, as applicable the Limited Common Elements, shall be in proportion to each such Unit's share in the Common Elements or Limited Common Elements, as applicable. Such assessment on account of damage to Units shall be in proportion to the share of insurance proceeds attributable to each damaged Unit if the Building is to be restored, as set forth in Paragraph 21.B.3.a of this Declaration.
- F. **Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association for assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:
1. **Association.** If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which are the responsibility of the Association are more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association in a separate account and the Association shall hire professionals to administer such funds such as an Insurance Administrator, Project Manager or the like with expertise in this area. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
 2. **Funds held in Separate Account.** The proceeds of insurance collected on account of a casualty, and the sums deposited in a separate account by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - a. **Association-Minor Damage.** If the amount of the estimated costs of the reconstruction and repair which is the responsibility of the Association is

less than or equal to Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided however, that upon request by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- b. **Association-Major Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of a Licensed Architect employed by the Association to supervise the work.
- c. **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Unit Owner, or if there is a mortgagee endorsement as to the Condominium Unit of such Unit Owner, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they deem appropriate.
- d. **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner previously stated; provided however, that the portion of the assessments which was paid by such owner into the construction fund shall not be made payable to any mortgagee.
- e. **Certificate.** Notwithstanding the provisions herein, an Insurance Administrator shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of a Licensed Architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Administrator may rely upon an Association Certificate as to any or all of such matters and stating the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid: provided, that when a mortgagee is required to be named as payee, the Insurance Administrator shall also name the mortgagee as a co-payee of any distribution of insurance proceeds to a Unit Owner; and further provided, that when the Association or a mortgagee, which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of a Licensed Architect named by the Association shall be first obtained by the Association before disbursements in payment of costs of reconstruction and repair.
- f. **Architect Approval.** Approval of a Licensed Architect named by the Association shall be first obtained by the Association before disbursement

in payment of costs of reconstruction and repair in the following circumstances:

- i. When the damage to the Condominium Property includes structural parts of the building and improvements.
- ii. Upon request of the Association or mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.
- iii. When the estimated costs of repair and reconstruction exceed \$50,000.00.

G. Equitable Relief. In the event of major damage to or destruction of all or a substantial part of the Condominium Property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of equity, having jurisdiction in and for Palm Beach County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium and a partition thereof.

23. TERMINATION OF CONDOMINIUM. The Condominium may be terminated in the following manner, in addition to any manner provided by the Condominium Act.

A. **Destruction.** If it is determined in the manner elsewhere provided in this Declaration that the Building shall not be reconstructed because of substantial damage, the condominium plan of ownership shall be terminated.

B. **Agreement.** The Condominium may be terminated at any time upon the approval in writing of all record owners and record mortgagees of all Condominium Units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of such meeting shall give notice of the proposed termination, and if the approval of the more than sixty-five percent (65%) of the total Unit Owners Voting Interest and of the record owners of all mortgages on such Units voting for termination are obtained in writing, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The option shall be upon the following terms:

1. **Exercise of Option.** The option shall be exercised by delivery or by mailing by certified mail to each of the record owners of the Units to be purchased an agreement to purchase signed by the record owners of the Units that will participate in the purchase. The agreement shall indicate which Units will be purchased by each participating owner and shall require the purchase of all Units owned by owners not approving the termination. The agreement shall effect a separate contract between each seller and his purchaser.
2. **Price.** The sale price of each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the rules of the American Arbitration Association existing at such time, except that the arbitrators shall be two MAI appraisers appointed by the American Arbitration Association, who shall base their determination upon the average of their appraisals of the Units. A judgement of specific performance of the sale upon the award rendered by the arbitrators may be

entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchasers.

3. **Payment.** The purchase price shall be paid in cash.

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

C. **Certificate.** The termination of the Condominium in either of the foregoing manners shall be evidenced by an Association Certificate certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

D. **Shares of Owners after Termination.** After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the owners' respective Units prior to the termination.

E. **Amendment.** This Article concerning termination cannot be amended without the consent of all Unit Owners and all record owners of mortgages upon the Condominium Units.

24. **AMENDMENT TO DECLARATION.** This Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the Unit Owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of sixty-five percent (65%) of the total number of Voting Interests. Such amendment(s) shall be duly recorded in compliance with the requirements of the Condominium Act.

A. **Alteration of Units.** No amendment 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 of percentage by which the owner of the Condominium Unit shares the Common Expenses and owns the Common Surplus, unless the record title Owner(s) of the affected Condominium Unit, and all record title owners of liens thereon, join in the execution of the amendment.

B. **Required Approval.** No provision of this Declaration, or of the exhibits hereto, which requires a vote of the Unit Owners greater than that required in this Paragraph 24 shall be changed by any amendment to this Declaration or to the exhibits hereto insofar as they pertain to said provision(s) unless, in addition to meeting all other requirements of this Paragraph 24, the change shall be approved by a vote of the membership of not less than that required by said provision of this Declaration or the exhibits hereto to effect such provision.

C. **Rights of Institutional Mortgagees.** No amendment or change to this Declaration, or to the exhibits hereto, shall (i) affect or impair the validity or priority of a first mortgage held by an Institutional Mortgage encumbering a Condominium Unit, or (ii) affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the mortgagee owning and holding the mortgage encumbering the Condominium Unit, which consent shall be executed with the formalities required for deeds and recorded with the amendment. All other amendments not materially affecting the rights or interests aforesaid shall not require the consent of a mortgagee unless the same is required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. In any event, all consents required of mortgagees shall not be unreasonably withheld as provided in Section 718.110(11), Florida Statutes and mortgagee consent shall be deemed given if mortgagee does not respond in writing within thirty (30) days from mailing of written request for same.

- D. **Scrivener's Errors**. If, through a scrivener's error, (i) all of the Common Expenses or interests in the Common Surplus or all of the Common Elements have not been distributed in this Declaration such that the total sum of the shares of Common Elements which have been distributed or the total sum of the shares of the Common Expenses or (ii) ownership of (100%) of the Common Elements, Common Expenses, or ownership of the Common Surplus has been distributed, (iii) a Unit has not been assigned an appropriate, undivided share of the Common Elements, Common Expense or Common Surplus, or (iv) there is an omission or error in this Declaration or in any Condominium Documents required by law to establish this Condominium, the Condominium Documents by resolution of the Board of Directors of the Association approved by a majority of all of the directors, or by a majority vote of the Unit Owners Voting Interest at a meeting of Unit Owners at which a quorum is present, which is called at least in part for the purpose of amending the Declaration due to scrivener's error. If such an amendment, considered and approved pursuant to this subparagraph, materially and adversely affects the property rights of Unit Owners, the Unit Owners whose property rights are so affected must consent to the amendment in writing before the amendment can become effective. Correcting an error to properly allocate the interests of the Unit Owner shall not be considered an adverse affect on the property rights of a Unit Owner. If the amendment, considered and approved pursuant to this subparagraph, modifies the shares of Common Expenses, Common Elements or Common Surplus appurtenant to one or more Units, then the owners of the Units and the owners of liens upon the Units for which changes in the shares of Common Elements or Common Expenses or Common Surplus are being made, must consent in writing to such amendment in order for such amendment to be effective, unless the amendment corrects an improper allocation of Unit Owner's interest. For the purpose of this subparagraph, no Unit Owner's property rights shall be deemed to be materially adversely affected, nor shall his share of the Common Elements, Common Expenses or Common Surplus be deemed modified by reason of the modification of the shares of Common Expenses, Common Elements or Common Surplus appurtenant or attributable to another Unit. The provisions of this Paragraph shall not apply to changes in the size or number of Units pursuant to Paragraphs 4 and 7.B.
- E. **Non-Material Errors and Omissions**. Notwithstanding anything to the contrary contained in this Declaration or the exhibits attached hereto, Developer expressly reserves the right to amend this Declaration to correct any errors or omissions not materially and adversely affecting the rights of the Unit Owners, lienors or Institutional Mortgagees, and such right shall exist until the Developer has sold all Units in the Condominium owned by it. Any such amendment by the Developer shall not require approval of the Association, Unit Owners, lienors or Institutional Mortgagees of Units of the Condominium, whether or not elsewhere required for amendments.
- F. **Discrimination**. No amendment shall discriminate against any Unit Owner or against any Condominium Unit or class or group of Condominium Units, unless the Unit Owner(s) so affected shall consent thereto.
- G. **Developer Consent Required**. As long as Developer has title to any Condominium Unit, no amendment to this Declaration shall be made to this Declaration or any exhibits hereto, unless Developer shall consent in writing to the amendment, which consent may be withheld by Developer, in its sole and absolute discretion, for any reason.

25. **REGISTRY OF OWNERS AND MORTGAGEES**. The Association shall at all times maintain a registry setting forth the names and addresses of the Unit Owners. In the event of a sale or transfer

of a Condominium Unit, the purchaser or transferee shall notify the Association in writing of his interest in such Condominium Unit, together with the recording information of the instrument by which such purchaser or transferee has acquired his interest therein within thirty (30) days of said occurrence. In the event the Unit Owner fails to keep the Association apprised of the Unit Owner's name and address, the name and address identified in the Palm Beach County Property Appraiser records shall control. Each Unit Owner shall notify the Association of all mortgages encumbering a Condominium Unit and any transfer or satisfaction thereof, the amount of such mortgages, and the recording information for the mortgages within thirty (30) days of said occurrence. The holder of a mortgage encumbering a Condominium Unit may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage.

26. RIGHTS OF INSTITUTIONAL MORTGAGEES

- A. **Rights of institutional Mortgagees.** An Institutional Mortgagee shall, upon written request, be entitled to:
1. Inspect the books and records of the Association;
 2. Receive an annual financial statement of the Association within ninety (90) days following the end of the fiscal year;
 3. Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but the representative shall have no right to participate or vote at the meeting.

27. GENERAL.

- A. **Developers's Rights.** Notwithstanding any other provision in this Declaration to the contrary, Developer is irrevocably empowered to sell or lease Condominium Units on any terms to any purchasers or lessees as long as Developer owns any Condominium Unit(s) in the Condominium. Developer shall have the right to transact any business necessary to consummate sales of Condominium Units, including but not limited to, the right to (i) maintain model Units and a sales/leasing/management office on the Condominium Property, (ii) erect signs of any size, content and style at any location on the Condominium Property, (iii) maintain employees in the sales/leasing/management office, (iv) use the Common Elements, and (v) show Units owned by Developer. Sales/Leasing office signs and all items pertaining to sales/leasing shall not be considered Common Elements and shall remain the property of the Developer.
- B. **Negligence.** A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by the Unit Owner's intentional or negligent act or omission, or by that of any member of said Unit Owner's family, guests, employees, agents, invitees, licensees, contractors or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in the Association's insurance premiums occasioned by said Owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.
- C. **Limitation of Liability.**
1. The liability of a Unit Owner for Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration, ByLaws, Articles and exhibits thereto.
 2. A Unit Owner may be liable for acts or omissions of the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of

interest in the Common Elements, and in no event in an amount greater than the value of his Condominium Unit. A Unit Owner shall be liable for injuries or damages resulting from an occurrence within his Unit to the same extent and degree that the owner of a business would be liable for an occurrence therein.

- D. **Remedies for Violation.** Each Unit Owner shall be governed by and conform to the Declaration, By-Laws, Articles of Incorporation, Rules and Regulations and exhibits thereto. Failure to do so shall entitle the Association or any Unit Owner to recover monetary damages, obtain injunctive relief, or both, but such relief shall not be exclusive of other remedies provided by law. If the Association or any Unit Owner institutes legal proceedings to ensure compliance with the law, this Declaration or the exhibits hereto or the Association's By-Laws, Articles of Incorporation and/or Rules and Regulations together with exhibits thereto and if the court finds that a violation has occurred, the Unit Owner in violation shall reimburse the party filing the suit for all reasonable attorney's fees (including trial and appellate proceedings) and costs incurred as determined by the court.
- E. **Covenants Run with the Land.** All provisions of this Declaration and exhibits attached hereto, and amendments thereof, shall be construed as covenants running with the Land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and occupant of the property or any part thereof, or of any interest therein, and his heirs, administrators, executors, successors and assigns, shall be bound by all of the provisions of this Declaration and exhibits hereto, and any amendments thereof.
- F. **Severability.** If any of the provisions of this Declaration, Articles of Incorporation or By-Laws of the Association, Rules and Regulations, or of the Condominium Act incorporated herein, or any article, section, clause, phrase, word or the application thereof, in any manner is held invalid, the validity of the remainder of this Declaration, By-Laws, Articles of Incorporation, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.
- G. **Notices.** Except when expressly provided otherwise, wherever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail (certified - return receipt requested or by commercially recognized overnight delivery). Proof of personal delivery by the Association shall be given by the affidavit of the person personally delivering said notice. Notices to the Association shall be delivered by certified mail, return receipt, or by commercially recognized overnight delivery, to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association and, in his absence, to any member of the Board of Directors of the Association.
1. Notices to the Developer shall be delivered by certified mail, return receipt, or by commercially recognized overnight delivery to:
Shih C. Ching, President
Ching's Development, Inc.
13167 Halifax Circle
Wellington, FL 33414-7737
or such other address as notified to the membership.
 2. All notices shall be deemed given two business days after being mailed (as shown by the postmark of the U.S. Post Office thereon), by the date of delivery shown on the return receipt for certified mail, or the date of delivery when hand delivered or if sent by commercially recognized overnight delivery. Notices required to be given to the personal representative of a deceased owner, or devisee when there is no personal representative, may be delivered either personally or by mail, to such party

at his address appearing in the records of the court where the estate of the deceased owner is being administered.

- H. **Declaration of Covenants and Restrictions for Wellington Reserve Office Park Property Owners Association.** Ching's Development, Inc., has caused to be recorded a document titled "Declaration of Protective Covenants, Restrictions, Reservations, and Servitudes of Wellington Reserve Office Park, recorded in Official Record Book 19042, Pages 1187 through 1338, Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida ("Master Declaration"). The Master Declaration encumbers the Land converted to the condominium form of ownership by this instrument and certain other contiguous properties in the Project, more specifically described therein. The Master Declaration grants to the Master Property Owners Association certain rights, responsibilities, and privileges and imposes and confers on owners of real property within the Project certain obligations and benefits. All Unit Owners in the Condominium shall comply with all terms and provisions set forth in the Master Declaration and rules and regulations of the Master Association, all as may be amended from time to time.
- I. **Construction of Declaration.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.
- J. **Captions.** The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto.

IN WITNESS WHEREOF, Ching's Development, Inc., a Florida corporation, has caused this Declaration of Condominium to be executed on this 15 day of December, 2005.

Witnesses:

Richard W. Carlson
Print Name Richard W. Carlson

Carla Lanza
Print Name Carla Lanza

CHING'S DEVELOPMENT, INC.

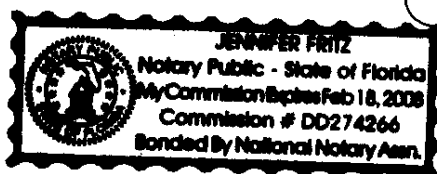
By: Shih C. Ching, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Shih C. Ching, President of Ching's Development, Inc., who is personally known to me or produced Florida Drivers License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of December, 2005.

Jennifer Fritz
Notary Public, State of Florida
Commission Expiration and Seal:



37

WELLINGTON RESERVE OFFICE PARK - BUILDING B

AREAS OF UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS UNDIVIDED SHARE IN COMMON ELEMENTS & LIMITED COMMON ELEMENTS, COMMON SURPLUS, AND EXPENSE LIABILITY

Unit Number	Square Feet	Percentage Share Of Common Elements	Square Feet Of Common Elements	Percentage Share Of Limited Common Elements	Square Feet of Limited Common Elements
113	1,682	4.4783		N/A	
113A	659	1.7546		N/A	
114	1,286	3.4239		N/A	
114A	1,185	3.1550		N/A	
115	1,324	3.5251		N/A	
116	1,196	3.1843	First Floor	N/A	First Floor
117	5,087	13.5440	3,407	N/A	None
211	4,378	11.6563		34.9904	
212	2,002	5.3303		16.0001	
213A	1,109	2.9527		8.8635	
215	1,962	5.2238		15.6809	
216	1,028	2.7370	Second Floor	8.2161	Second Floor
217	2,033	5.4128	1,639	16.2484	1,675
311	12,628	33.6218	Third Floor	100.0000	Third Floor
			1,599		1,599
Total S.F.	37,559		6,645		

NOTES:

- * The limited common elements apply to each floor, not the combined floors.
- * The common elements are on all floors.
- * The exterior covered main entrance is included in the common elements.
- * The share of the common surplus is the percentage share of common elements.
- * The share of the common expenses is the percentage share of common elements
- * The share of limited common surplus and limited common expenses is the percentage share of limited common expenses.

EXHIBIT A TO DECLARATION



Landmark Surveying & Mapping, Inc.

1850 Forest Hill Blvd.
Suite 100
West Palm Beach,
Florida 33406
Phone (561) 433-5405
Fax (561) 439-3882

WELLINGTON RESERVE OFFICE PARK – BUILDING B A COMMERCIAL CONDOMINIUM

(EXHIBIT “A” TO THE DECLARATION) SURVEYOR’S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, depose and says as follows:

1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
2. This Certificate is made as to Building B of Wellington Reserve Office Park, a commercial condominium located at 1037 State Road No. 7, Wellington, Florida, 33414.
3. The undersigned, being a surveyor authorized to practice in the State of Florida, hereby certifies in accordance with Florida Statutes, Section 718.104(4)(e), that the construction of the improvements comprising Building B of Wellington Reserve Office Park, a commercial condominium, is substantially complete so that this Exhibit “A” to the Declaration of Condominium, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. This certification is to matters of survey only, and is not a certification that the improvements have been properly constructed, or that the improvements have been constructed in accordance with the requirements of any controlling governmental authority.
4. Further Affiant sayeth naught.

By: 

Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 1 day of December, 2005.

My Commission Expires: 10/29/08


Sharon R. Myers
Notary Public, State of Florida



WELLINGTON RESERVE OFFICE PARK - BUILDING B

A COMMERCIAL CONDOMINIUM

(LEGAL DESCRIPTION)

TRACT "B" WELLINGTON RESERVE OFFICE PARK, AS RECORDED
IN PLAT BOOK 103, PAGES 178-180, OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

CONTAINING 0.418 ACRES MORE OR LESS

SURVEYOR'S NOTES

1. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
2. NO UNDERGROUND UTILITIES, ENCROACHMENTS OR IMPROVEMENTS WERE LOCATED BY THIS OFFICE
3. BEARINGS AS SHOWN HEREON ARE BASED UPON THE EAST LINE OF WELLINGTON RESERVE OFFICE PARK (PLAT BOOK 103, PAGES 178-180), HAVING A PLATTED BEARING OF NORTH 01°38'05" EAST. ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
5. LAND SHOWN HEREON LIES WITHIN FLOOD ZONE "B", ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NO. 12092 0100B, DATED OCTOBER 15, 1982.

LEGEND

I.R. & C. - IRON ROD & CAP
 C.M. - CONCRETE MONUMENT
 P.K. - PARKER-KALON SURVEY NAIL
 N. & T.T. - NAIL & TIN TAB
 C. - CALCULATED
 M. - MEASURED
 CONC. - CONCRETE
 F.F. - FINISHED FLOOR
 EL. - ELEVATION
 PROP. - PROPOSED
 S/W - SIDEWALK
 ASPH. - ASPHALT
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 N - NORTH
 S - SOUTH
 E - EAST
 W - WEST
 P.B. - PLAT BOOK
 O.R.B. - OFFICIAL RECORD BOOK
 PG. - PAGE

DATE: 11/21/05
LAST FIELD WORK

DATE: 12/1/05
SIGNATURE

BY:

CRAIG S. PUSEY
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5019

Landmark Surveying & Mapping Inc.

1850 FOREST HILL BOULEVARD, SUITE 100
WEST PALM BEACH, FL 33408
PHONE : (561) 433-5405
LB #4398

LEGAL DESCRIPTION

BUILDING "B"
WELLINGTON RESERVE OFFICE PARK

FIELD: N/A	DRAWN: TRASK	SCALE: 1"=30'
BOOK: N/A	DATE: 9/22/05	PROJ. FILE 2570
PAGE: N/A	CHECKED: PUSEY	CADDFILE 2570BASB

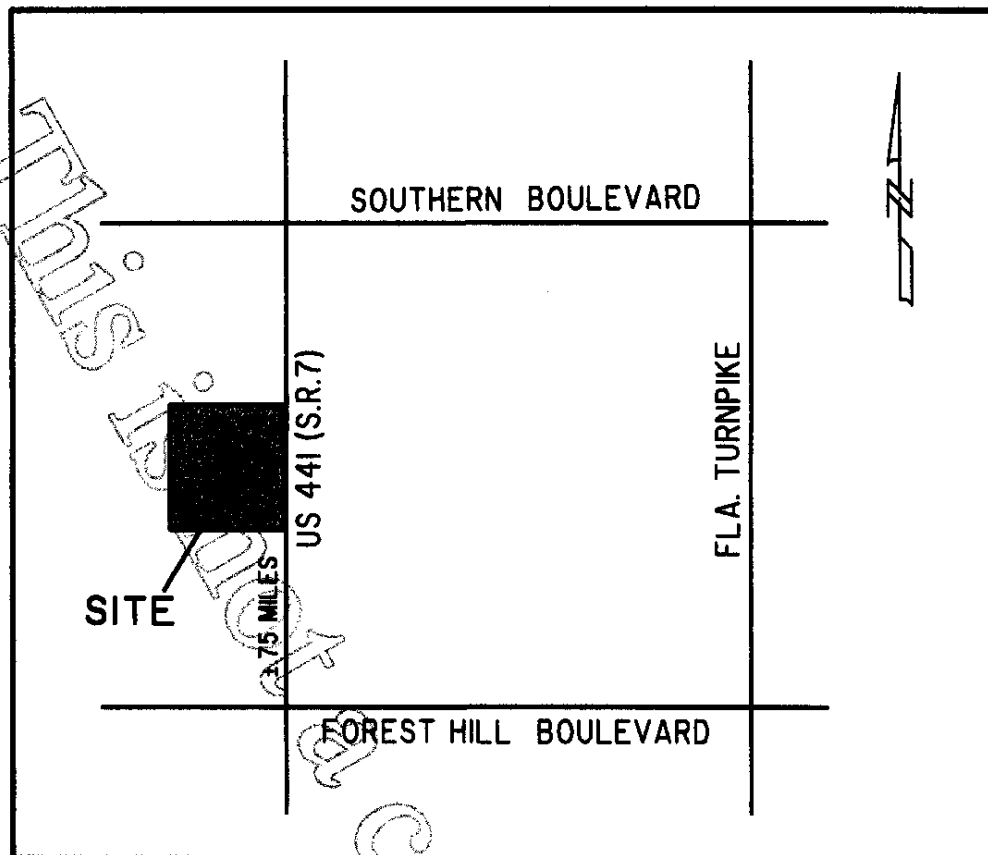
SHEET NO. 2 OF 8

JOB NO. 2570

WELLINGTON RESERVE OFFICE PARK - BUILDING B

A COMMERCIAL CONDOMINIUM

(LOCATION MAP)



SEC. 12 TWP. 44 RNG. 41

LOCATION MAP



Landmark Surveying & Mapping Inc.

1850 FOREST HILL BOULEVARD, SUITE 100
WEST PALM BEACH, FL 33406
PHONE : (561) 433-5405
LB #4396

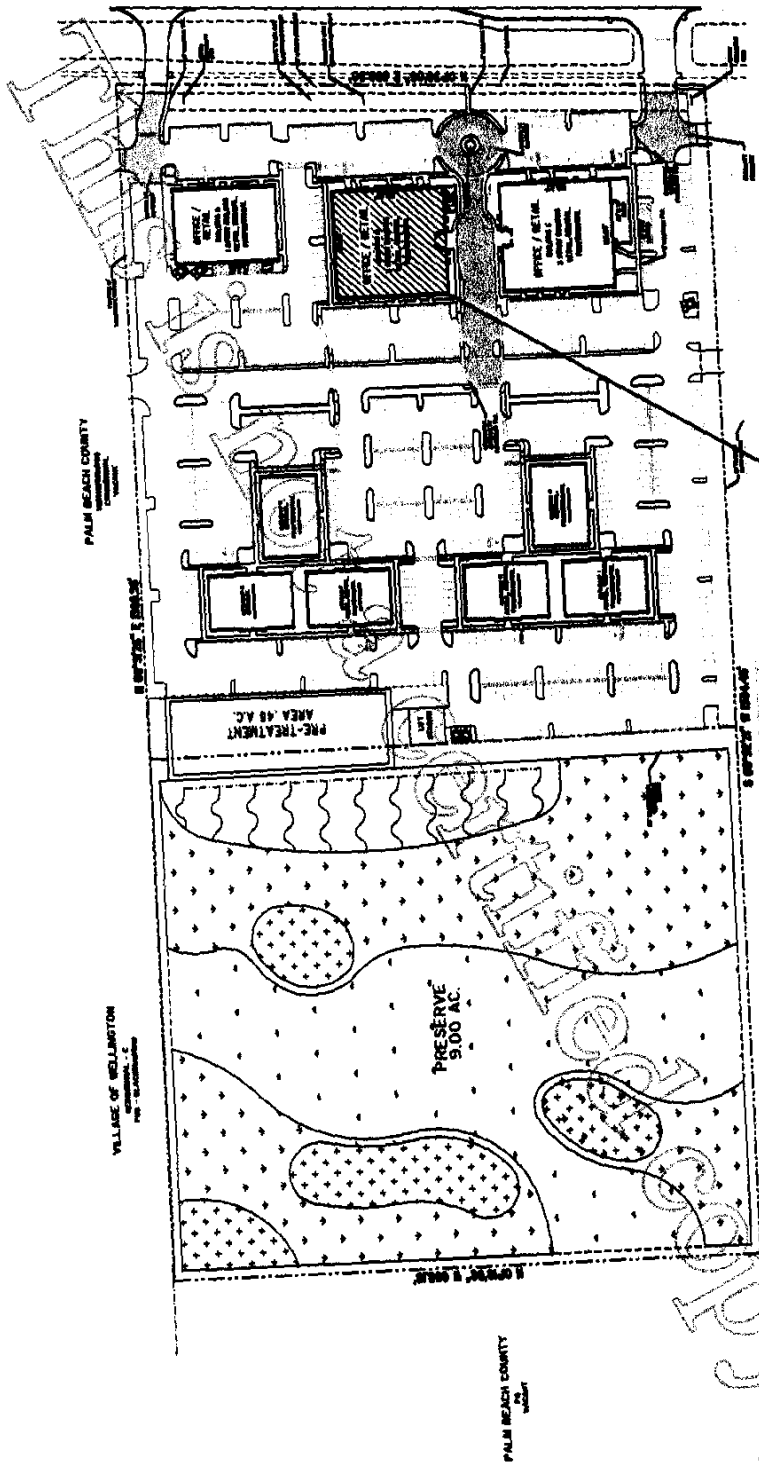
FIELD:	N/A	DRAWN:	TRASK	SCALE:	N.T.S.
BOOK:	N/A	DATE:	NOV. 05	PROJ. FILE	
PAGE:	N/A	CHECKED:	PUSEY	CADDFILE	2570STE1.DWG

LOCATION MAP

WELLINGTON RESERVE OFFICE PARK - BUILDING B A COMMERCIAL CONDOMINIUM

SHEET NO. 3 OF 8 JOB NO. 2570

WELLINGTON RESERVE OFFICE PARK - BUILDING B A COMMERCIAL CONDOMINIUM (SITE PLAN)



(EXHIBIT "A")

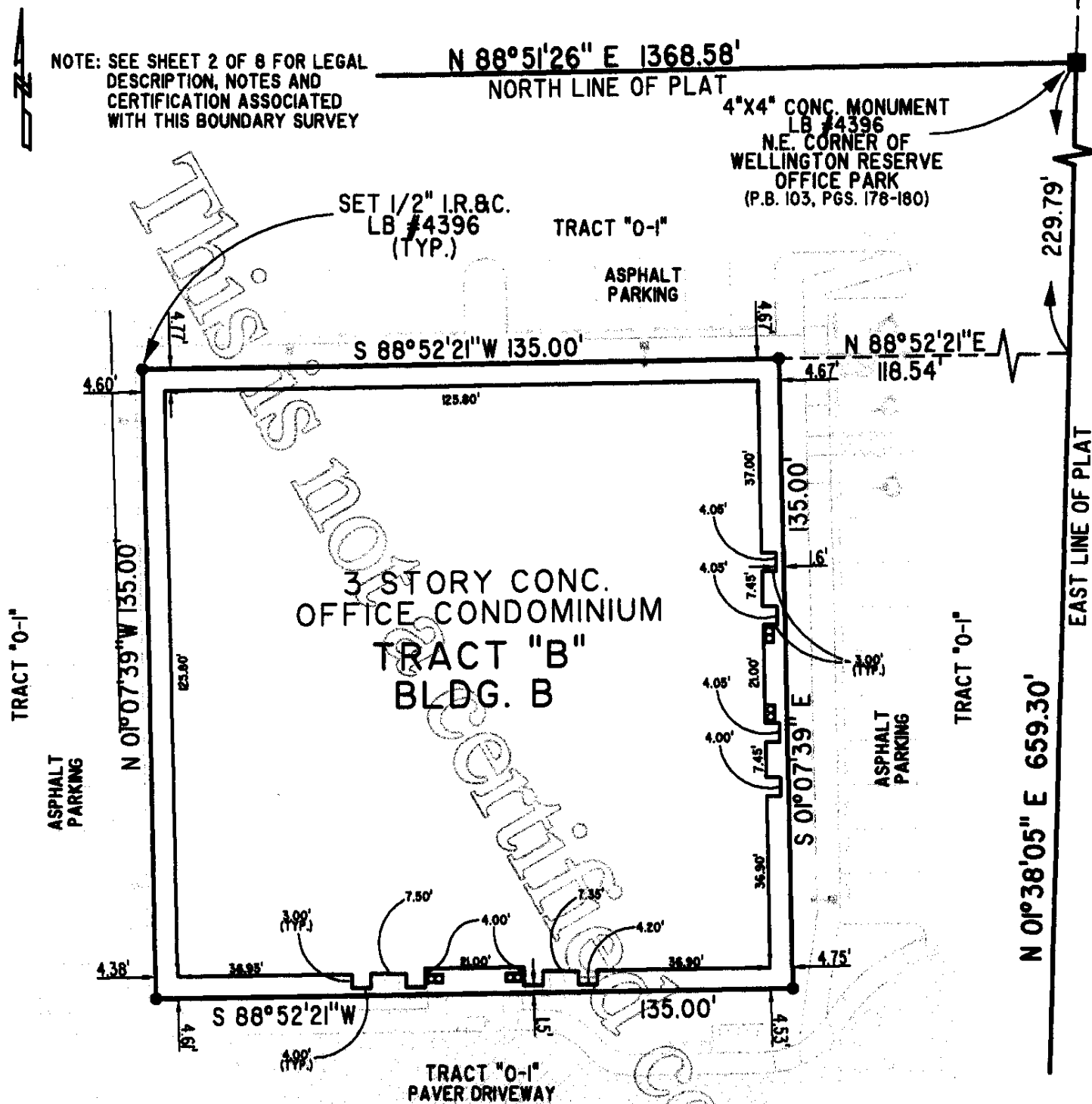
		Landmark Surveying & Mapping 8550 Forest Hill Boulevard Suite 100 Fort Myers, Florida 33907 Phone (407) 435-5400 Fax (407) 435-3862			
		SHEET NO. 4	PROJECT NO. 2570		
PROJECT:		SITE PLAN WELLINGTON RESERVE OFFICE PARK - BUILDING B A COMMERCIAL CONDOMINIUM			

WELLINGTON RESERVE OFFICE PARK - BUILDING B

A COMMERCIAL CONDOMINIUM

BOUNDARY SURVEY

NOTE: SEE SHEET 2 OF 8 FOR LEGAL DESCRIPTION, NOTES AND CERTIFICATION ASSOCIATED WITH THIS BOUNDARY SURVEY



Landmark Surveying & Mapping Inc.
 1850 FOREST HILL BOULEVARD, SUITE 100
 WEST PALM BEACH, FL 33408
 PHONE : (561) 433-5405
 LB #4396

FIELD:	N/A	DRAWN:	TRASK	SCALE:	1"=30'
BOOK:	N/A	DATE:	9/22/06	PROJ. FILE	2570
PAGE:	N/A	CHECKED:	PUSEY	CADFILE	25708A88

BOUNDARY SURVEY

BUILDING "B"
WELLINGTON RESERVE OFFICE PARK

SHEET NO. 5 OF 8 JOB NO. 2570

WELLINGTON RESERVE OFFICE PARK – BUILDING B
A COMMERCIAL CONDOMINIUM

SURVEYORS NOTES

1. DIMENSIONS SHOWN HEREON WERE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY EDWIN R. CARLSON ONE WEST CAMINO REAL, SUITE 208 BOCA RATON, FL. PH. 561-368-6776, DATED 1/20/04
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. FINISHED FLOOR ELEVATION = 19.30
CEILING ELEVATION = 29.30

AREA DATA									
UNIT	ID	NAME	FEET	NAME	FEET	NAME	FEET	NAME	FEET
UNIT 10	1002	SHAWNEE	1.002	SHAWNEE	1.002	SHAWNEE	1.002	SHAWNEE	1.002
UNIT 11	1003	SHAWNEE	1.003	SHAWNEE	1.003	SHAWNEE	1.003	SHAWNEE	1.003
UNIT 12	1004	SHAWNEE	1.004	SHAWNEE	1.004	SHAWNEE	1.004	SHAWNEE	1.004
UNIT 13	1005	SHAWNEE	1.005	SHAWNEE	1.005	SHAWNEE	1.005	SHAWNEE	1.005
UNIT 14	1006	SHAWNEE	1.006	SHAWNEE	1.006	SHAWNEE	1.006	SHAWNEE	1.006
UNIT 15	1007	SHAWNEE	1.007	SHAWNEE	1.007	SHAWNEE	1.007	SHAWNEE	1.007
UNIT 16	1008	SHAWNEE	1.008	SHAWNEE	1.008	SHAWNEE	1.008	SHAWNEE	1.008
UNIT 17	1009	SHAWNEE	1.009	SHAWNEE	1.009	SHAWNEE	1.009	SHAWNEE	1.009
UNIT 18	1010	SHAWNEE	1.010	SHAWNEE	1.010	SHAWNEE	1.010	SHAWNEE	1.010
UNIT 19	1011	SHAWNEE	1.011	SHAWNEE	1.011	SHAWNEE	1.011	SHAWNEE	1.011
UNIT 20	1012	SHAWNEE	1.012	SHAWNEE	1.012	SHAWNEE	1.012	SHAWNEE	1.012
UNIT 21	1013	SHAWNEE	1.013	SHAWNEE	1.013	SHAWNEE	1.013	SHAWNEE	1.013
UNIT 22	1014	SHAWNEE	1.014	SHAWNEE	1.014	SHAWNEE	1.014	SHAWNEE	1.014
UNIT 23	1015	SHAWNEE	1.015	SHAWNEE	1.015	SHAWNEE	1.015	SHAWNEE	1.015
UNIT 24	1016	SHAWNEE	1.016	SHAWNEE	1.016	SHAWNEE	1.016	SHAWNEE	1.016
UNIT 25	1017	SHAWNEE	1.017	SHAWNEE	1.017	SHAWNEE	1.017	SHAWNEE	1.017
UNIT 26	1018	SHAWNEE	1.018	SHAWNEE	1.018	SHAWNEE	1.018	SHAWNEE	1.018
UNIT 27	1019	SHAWNEE	1.019	SHAWNEE	1.019	SHAWNEE	1.019	SHAWNEE	1.019
UNIT 28	1020	SHAWNEE	1.020	SHAWNEE	1.020	SHAWNEE	1.020	SHAWNEE	1.020
UNIT 29	1021	SHAWNEE	1.021	SHAWNEE	1.021	SHAWNEE	1.021	SHAWNEE	1.021
UNIT 30	1022	SHAWNEE	1.022	SHAWNEE	1.022	SHAWNEE	1.022	SHAWNEE	1.022
UNIT 31	1023	SHAWNEE	1.023	SHAWNEE	1.023	SHAWNEE	1.023	SHAWNEE	1.023
UNIT 32	1024	SHAWNEE	1.024	SHAWNEE	1.024	SHAWNEE	1.024	SHAWNEE	1.024
UNIT 33	1025	SHAWNEE	1.025	SHAWNEE	1.025	SHAWNEE	1.025	SHAWNEE	1.025
UNIT 34	1026	SHAWNEE	1.026	SHAWNEE	1.026	SHAWNEE	1.026	SHAWNEE	1.026
UNIT 35	1027	SHAWNEE	1.027	SHAWNEE	1.027	SHAWNEE	1.027	SHAWNEE	1.027
UNIT 36	1028	SHAWNEE	1.028	SHAWNEE	1.028	SHAWNEE	1.028	SHAWNEE	1.028
UNIT 37	1029	SHAWNEE	1.029	SHAWNEE	1.029	SHAWNEE	1.029	SHAWNEE	1.029
UNIT 38	1030	SHAWNEE	1.030	SHAWNEE	1.030	SHAWNEE	1.030	SHAWNEE	1.030
UNIT 39	1031	SHAWNEE	1.031	SHAWNEE	1.031	SHAWNEE	1.031	SHAWNEE	1.031
UNIT 40	1032	SHAWNEE	1.032	SHAWNEE	1.032	SHAWNEE	1.032	SHAWNEE	1.032
UNIT 41	1033	SHAWNEE	1.033	SHAWNEE	1.033	SHAWNEE	1.033	SHAWNEE	1.033
UNIT 42	1034	SHAWNEE	1.034	SHAWNEE	1.034	SHAWNEE	1.034	SHAWNEE	1.034
UNIT 43	1035	SHAWNEE	1.035	SHAWNEE	1.035	SHAWNEE	1.035	SHAWNEE	1.035
UNIT 44	1036	SHAWNEE	1.036	SHAWNEE	1.036	SHAWNEE	1.036	SHAWNEE	1.036
UNIT 45	1037	SHAWNEE	1.037	SHAWNEE	1.037	SHAWNEE	1.037	SHAWNEE	1.037

UNIT BOUNDARY DEFINITIONS

THE FOLLOWING SHALL BE THE BOUNDARIES OF EACH UNIT:

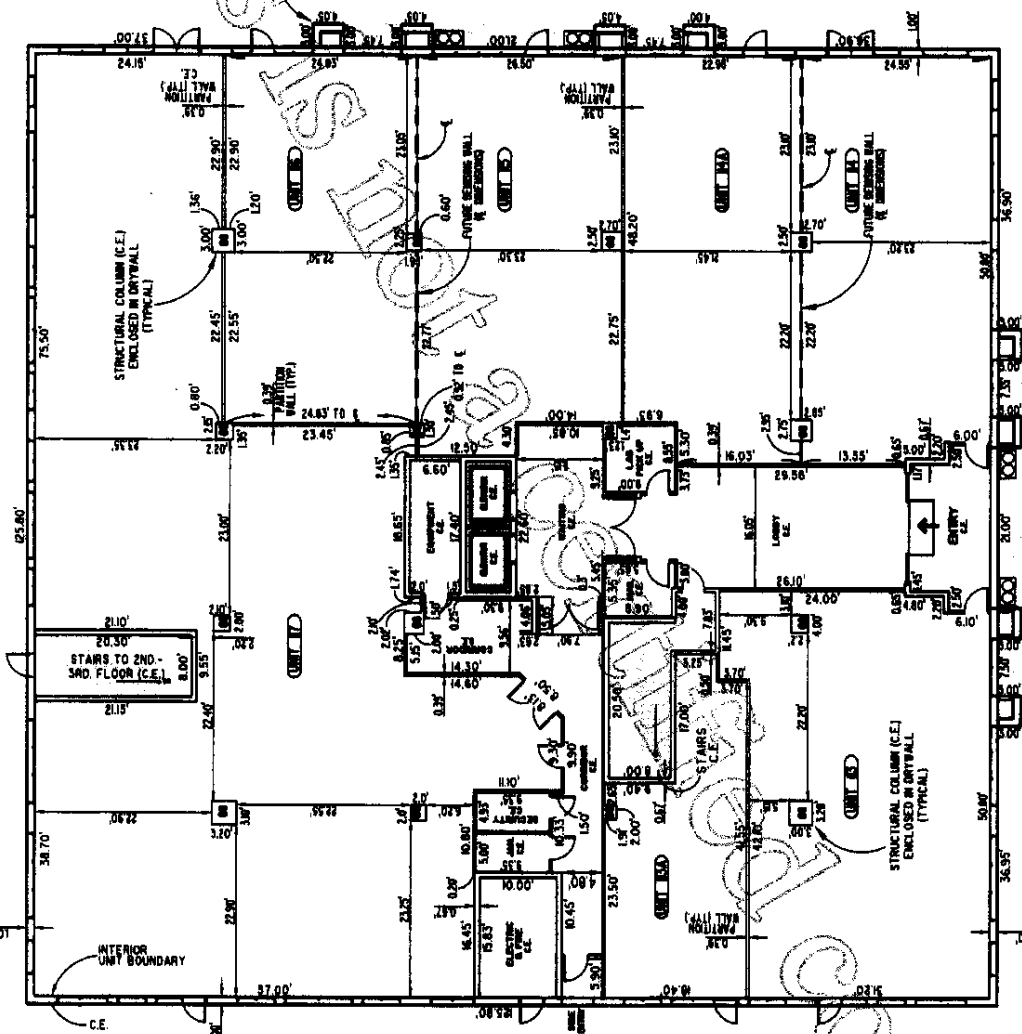
1. EACH UNIT SHALL HAVE AS ITS LOWER BOUNDARY THE SURFACE OF THE UNFINISHED, CONCRETE FLOOR.
2. EACH UNIT SHALL HAVE AS ITS UPPER BOUNDARY A HORIZONTAL PLANE SITUATED TEN (10) FEET ABOVE AND PARALLEL TO THE SURFACE OF THE UNFINISHED, RAO CONCRETE FLOOR.
3. EACH UNIT SHALL HAVE AS ITS VERTICAL BOUNDARIES THE UNFINISHED WARE CONCRETE SURFACES OF THE PERIMETER WALLS OF SUCH UNIT, THE INNER SURFACE OF METAL OR WOOD STUDS OF ANY INTERIOR PARTITION WALL SERVING THE UNIT FROM THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, OR ANOTHER UNIT, AS DEPICTED ON EXHIBIT A.
4. THE COLUMNS WITHIN OR ADJACENT TO A UNIT AND THE UNITS WITHIN, INSTALLED THEREON FOR FIRE PROTECTION, SHALL CONSTITUTE COMMON ELEMENTS. ALL PIPES, WELDS, JOINTS, AND OTHER UTILITY LINES LOCATED OUTSIDE OF A UNIT CONSTITUTE PART OF THE COMMON ELEMENTS. ALL VENTILATION CHAKES, ELECTRICAL CHAKES OR COMMUNICATIONS, AND PLUMBING CHAKES OR PIPE LOCATED WITHIN A UNIT, AND SERVING MORE THAN ONE UNIT, COMMON ELEMENT, OR LIMITED COMMON ELEMENT, SHALL BE PART OF THE COMMON ELEMENTS AND THE BOUNDARY LINE OF EACH CHASE, COMMON PIPE, OR WIRE SHALL BE THE EXTENDED UNFINISHED SURFACE OF SUCH CHASE, COMMON PIPE, OR WIRE, WHETHER MADE OF CLAY OR OTHERWISE. WHEN MADE IN THE INTERIOR PERIMETER WALLS OF A UNIT, SUCH CHASE, COMMON PIPE, OR WIRE SHALL BE THE EXTENDED UNFINISHED SURFACE OF SUCH CHASE, COMMON PIPE, OR WIRE. THE SURFACES OF THE ABOVE-DESCRIBED CHAKES, JOINTS, AND PIPES OF A UNIT SHALL BE COMMON ELEMENTS.

EXHIBIT "A"

Landmark Surveying & Mapping Inc.
1850 Forest Hill
Boulder, Colorado 80501
Suits 100 West Palm Beach, Florida
Phone (561) 433-5405 Fax (561) 439-3862

U.S.	O.B.	FIELD NAME	SCALE	MAPS NO.
STATE	C.S.P.	WORK SHEETS	N.T.S.	
		DATE OF	DATE	
		COMPILED		
		BY		

UNIT BOUNDARY SURVEY	LG # 4306
WELLINGTON RESERVE OFFICE PARK -	FILE NO.
BUILDING "B" A COMMERCIAL CONDOMINIUM	2570



1ST FLOOR

- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- COMMON ELEMENT

SURVEYORS NOTES

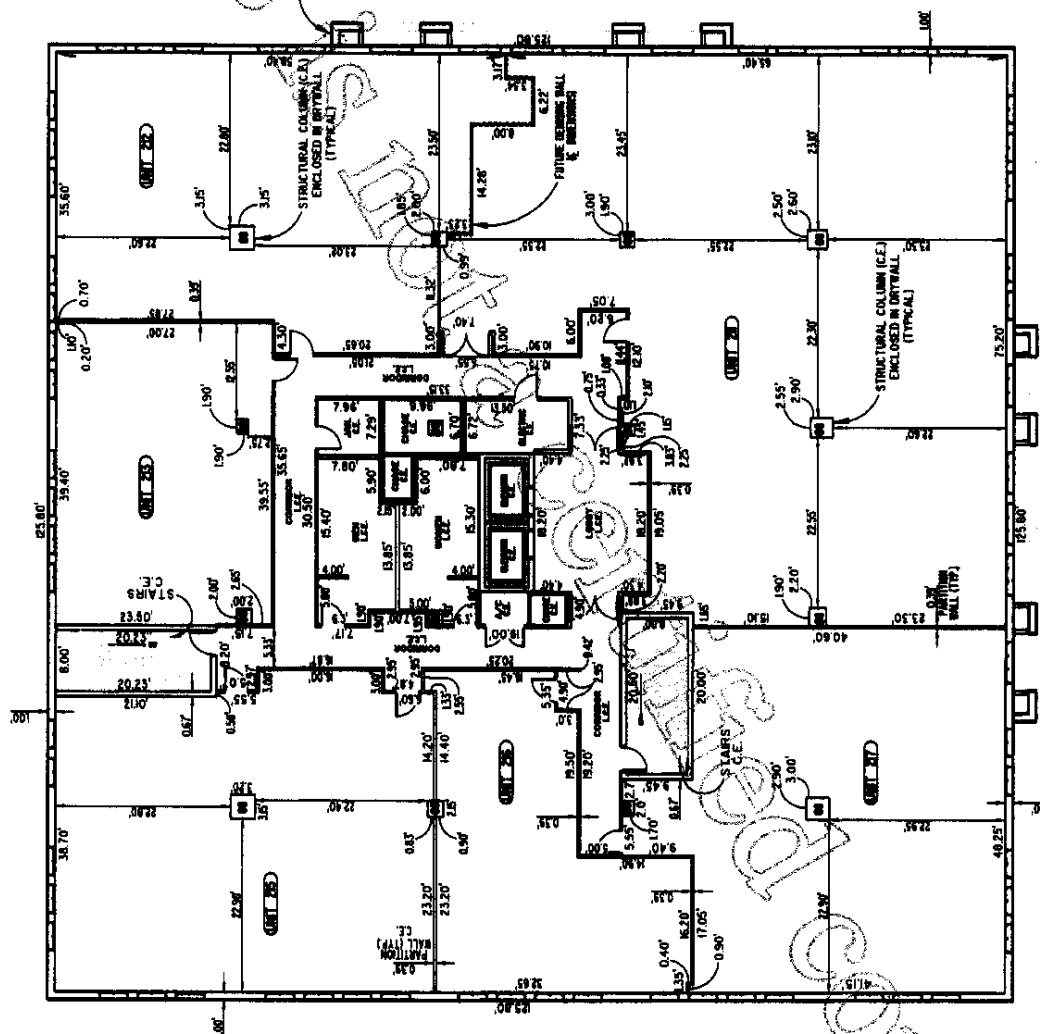
1. DIMENSIONS SHOWN HEREON WERE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 218 BOCA RATON, FL. PH. 561-368-6776, DATED 1/20/04
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
- FINISHED FLOOR ELEVATION = 33.30
CELLING FLOOR ELEVATION = 41.30

AREA DATA		NAME	OR	L235
UNIT 21	4.778	SHAWNEE	FEET	NAME
UNIT 22	2.042	SHAWNEE	FEET	NAME
UNIT 23A	1.949	SHAWNEE	FEET	NAME
UNIT 25	1.542	SHAWNEE	FEET	NAME
UNIT 26	1.625	SHAWNEE	FEET	NAME
UNIT 27	2.653	SHAWNEE	FEET	NAME
LARRED COMMON	1.625	SHAWNEE	FEET	NAME
LARRED	1.079	SHAWNEE	FEET	NAME
COMMON	1.625	SHAWNEE	FEET	NAME
ELBERT		SHAWNEE	FEET	NAME
ELBERT		SHAWNEE	FEET	NAME

LIMIT BOUNDARY DEFINITIONS

THE FOLLOWING SHALL BE THE BOUNDARIES OF EACH UNIT:

- [illegible]



2ND FLOOR

EXHIBIT "A"



Landmark Surveying & Mapping Inc.
1850 Forest Hill Boulevard
Suite 100 West Palm Beach, Florida
Phone (561) 433-5405 Fax (561) 430-3882

1	Q.P.	FIELD WORK	WORK SHEETS	SCALE	UNIT IN.
2	3	4	5	6	7 OF 8
8	9	10	11	12	13
14	15	16	17	18	19
20	21	22	23	24	25
26	27	28	29	30	31
32	33	34	35	36	37
38	39	40	41	42	43
44	45	46	47	48	49
50	51	52	53	54	55
56	57	58	59	60	61
62	63	64	65	66	67
68	69	70	71	72	73
74	75	76	77	78	79
80	81	82	83	84	85
86	87	88	89	90	91
92	93	94	95	96	97
98	99	100	101	102	103
104	105	106	107	108	109
110	111	112	113	114	115
116	117	118	119	120	121
122	123	124	125	126	127
128	129	130	131	132	133
134	135	136	137	138	139
140	141	142	143	144	145
146	147	148	149	150	151
152	153	154	155	156	157
158	159	160	161	162	163
164	165	166	167	168	169
170	171	172	173	174	175
176	177	178	179	180	181
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194	195	196	197	198	199
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218	219	220	221	222	223
224	225	226	227	228	229
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248	249	250	251	252	253
254	255	256	257	258	259
260	261	262	263	264	265
266	267	268	269	270	271
272	273	274	275	276	277
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284	285	286	287	288	289
290	291	292	293	294	295
296	297	298	299	300	301
302	303	304	305	306	307
308	309	310	311	312	313
314	315	316	317	318	319
320	321	322	323	324	325
326	327	328	329	330	331
332	333	334	335	336	337
338	339	340	341	342	343
344	345	346	347	348	349
350	351	352	353	354	355
356	357	358	359	360	361
362	363	364	365	366	367
368	369	370	371	372	373
374	375	376	377	378	379
380	381	382	383	384	385
386	387	388	389	390	391
392	393	394	395	396	397
398	399	400	401	402	403
404	405	406	407	408	40

UNIT BOUNDARY SURVEY

WELLINGTON RESERVE OFFICE PARK -
BUILDING "B" A COMMERCIAL COMPOUND

- L.C.E. = LIMITED COMMON ELEMENT
- U.B. = UNIT BOUNDARY
- C.C.E. = COMMON ELEMENT
- TYPICAL

WELLINGTON RESERVE OFFICE PARK - BUILDING B A COMMERCIAL CONDOMINIUM

SURVEYORS NOTES

1. DIMENSIONS SHOWN HEREON WERE BASED UPON THE ARCHITECTURAL PLANS PREPARED BY KENNETH R. CARLSON, ONE WEST CAMINO REAL, SUITE 200 BOCA RATON FL. PH. 561-368-6776, DATED 1/20/04
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
3. FINISHED FLOOR ELEVATION = 47.30
CEILING ELEVATION = 57.30

AREA DATA

UNIT 30	0.430	NAME FEET NAME ON L25
UNIT 31	0.430	NAME FEET NAME ON L25
UNIT 32	0.430	NAME FEET NAME ON L25

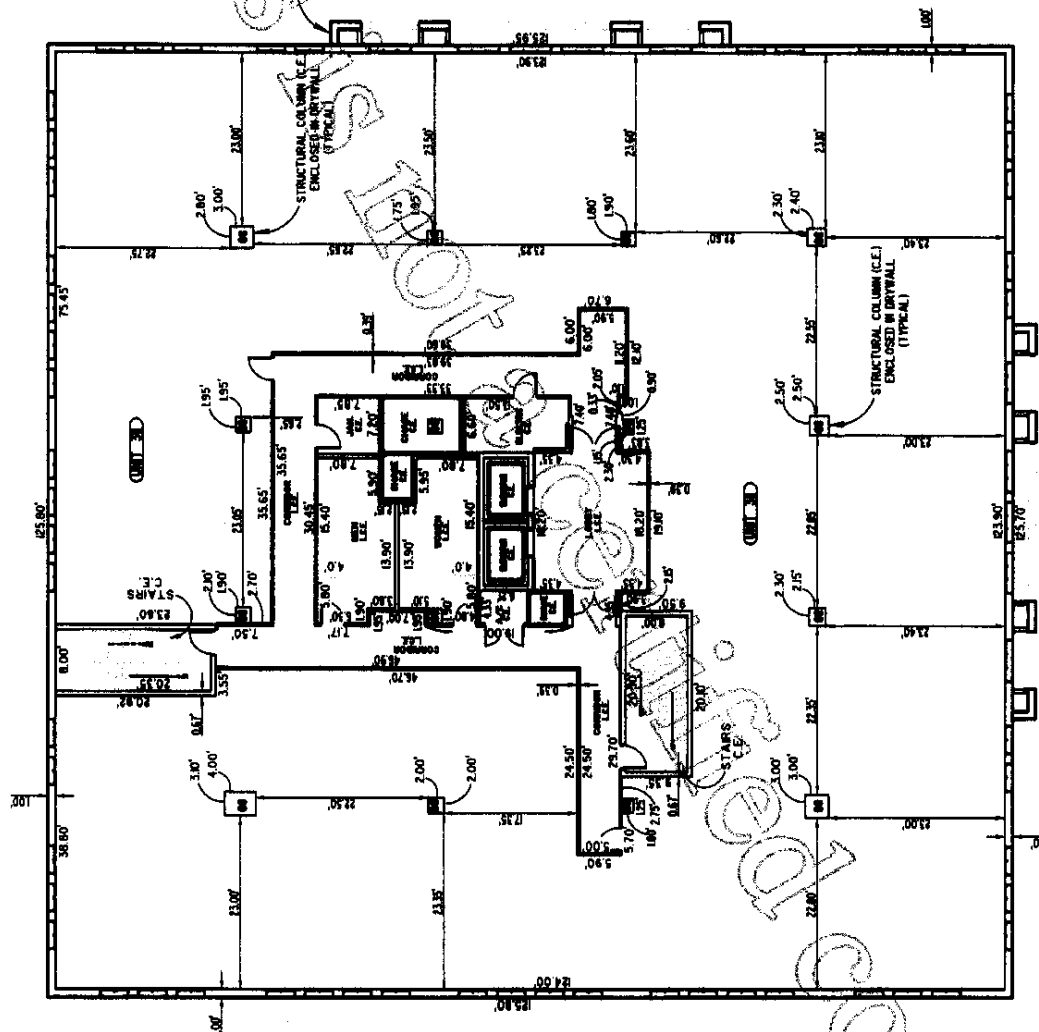
UNIT BOUNDARY DEFINITIONS

THE FOLLOWING SHALL BE THE BOUNDARIES OF EACH UNIT:

1. EACH UNIT SHALL HAVE AS ITS LOWER BOUNDARY THE SURFACE OF THE UNFINISHED CONCRETE FLOOR.
2. EACH UNIT SHALL HAVE AS ITS UPPER BOUNDARY A HORIZONTAL PLANE SITUATED TEN IN FEET ABOVE AND PARALLEL TO THE SURFACE OF THE UNFINISHED, SAID CONCRETE FLOOR.
3. EACH UNIT SHALL HAVE AS ITS VERTICAL BOUNDARIES THE UNFINISHED INSIDE CONCRETE SURFACE OF THE PERIMETER WALLS OF SUCH UNIT, THE INSIDE SURFACE OF METAL OR WOOD STUDS OF ANY INTERIOR PARTITION WALL REPRESENTING THE UNIT FROM THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, OR ANOTHER UNIT, AS SPECIFIED ON EXHIBIT A.
4. THE COLUMNS WITHIN OR ADJACENT TO A UNIT AND THE UNFINISHED INTERNAL THICKNESS FOR FIRE PROTECTION SHALL CONSTITUTE COMMON ELEMENTS. ALL PIPES, WELLS, CONDUITS, AND OTHER UTILITY LINES LOCATED OUTSIDE OF A UNIT OR CONSTITUTE PART OF THE COMMON ELEMENTS. LOCATED WITHIN A UNIT, AND SERVING MORE THAN ONE UNIT, COMMON ELEMENTS OR LIMITED COMMON ELEMENTS SHALL BE PART OF THE COMMON ELEMENTS AND THE BOUNDARY LINE OF EACH CONDUIT, PIPE, OR WIRE SHALL BE THE EXTENSION UNPAINTED SURFACE THEREOF. ALL BARRIERS AND WINDOWS, WHETHER MADE OF GLASS OR OTHERWISE, WHICH ARE IN THE EXTERIOR PERIMETER WALLS OF A UNIT, SHALL BE DEEMED A PART OF THE UNIT UP TO THE EXTERIOR FINISHED SURFACE THEREOF. UNIT SHALL BE PROTECTED TO THE CENTER OF THE ADJACENT EXTERIOR CORNERS AND BOUND OF A UNIT SHALL BE COMMON ELEMENTS.

EXHIBIT "A"

Landmark Surveying & Mapping Inc. 18400 Fowler Road Suite 100 Phone (561) 433-5405 Fax (561) 438-3862	
PROJECT NO. SHEET NO. DATE 11/10/04	CLIENT WELLINGTON RESERVE OFFICE PARK - BUILDING B A COMMERCIAL CONDOMINIUM



3RD FLOOR

- LEGEND
- LIMITED COMMON ELEMENT
 - UNIT BOUNDARY
 - UNIT ELEMENT
 - TYPICAL

WELLINGTON RESERVE OFFICE PARK - BUILDING B

UNIT VOTING INTERESTS

Unit Number	Square Feet	Votes of Unit
113	1,682	17
113A	659	7
114	1,286	13
114A	1,185	12
115	1,324	14
116	1,196	12
117	5,087	51
211	4,378	44
212	2,002	21
213A	1,109	12
215	1,962	20
216	1,028	11
217	2,033	21
311	12,628	127
Totals	37,559	382

EXHIBIT B TO DECLARATION