

BY-LAWS OF.

THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC.

Section 1. Identification of Association.

These are the By-Saws of WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the development known as "Whitehall Condominiums of the Villages of Palm Beach Lakes" (the "Condominiums").

- 1.1 The office of the Association shall be for the present at 10358 Riverside Drive, Palm Beack Gardens, Florida, and thereafter may be located at any place designated by the Board of Directors (the "Board").
- 1.2 The fiscal year of the Association shall be the calendar year.
- 1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not-For-Profit".

Section 2. Definitions.

All terms shall have the meanings set forth in the Condominium. Act, Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature ("Act"), and for Charification certain terms shall have the meanings ascribed to them in the Articles of Incorporation of the Association ("Articles"). All regms defined in the Articles shall be in quotation marks with initial capital letters the first time that each term appears in these By-Laws.

Section 3. Membership; Members' Meetings; Voting and Proxies.

- 3.1 The qualification of "Members", the manner of their admission to "Membership" and the termination of such Membership shall be as set forth in Article IV of the Articles.
- 3.2 The Members shall meet annually at the office of the Association at such time in the month of March of each year as the Board may determine (the "Annual Members' Meeting"). The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.
- 3.3 Special meetings of the Membership or of "Class Members" (as described in Paragraph E. of Article IV of the Articles) shall be held

at any place with Palm Beach County, Florida, whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-third (1/3) of the entire Membership or, as to any Class Members upon receipt of a written request from one-third (1/3) of such Class Members.

- 3.4 A written relice of all meetings of Members (whether the Annual Members' Meeting or special meetings) shall be given to each Member at his last know andress as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting; provided, however, that notice of the "Initial Election Meeting" and the "Majority Election Meeting" shall be as provided in Article IX. II of the Articles. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall state the time and place that the meeting is mailed. The notice shall be signed by an officer of the Association further, notice of all meetings of Members shall be posted at a conspicuous place on the "Condominium Property" at least fourteen (14) and prior to the meeting. If a meeting of the Membership, either Annual or Special, is one in which by express provision of the Act or the Condominium Documents" there is permitted or required a greater of esser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesid express provision shall govern. Any provisions herein to the contrary notwithstanding, notice of any meeting may be waived by any Member Defore, during or after such meeting or by the person entitled to too pursuant to the proxy described in Paragraph B of Article IX of the Condominium Declaration" ("Voting Member") which waiver shall be in writing and shall set forth the waiver of written notice.
- 3.5 The Membership or the Class Members may, at the discretion of the Board, act by written agreement in lie of emeeting, provided written notice of the matter or matters to be agreed upon is given to the Membership or Class Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership or Class Members (as evidenced by written response to be solicited in the notice) shall be binding on the Membership or Class Members, as the case may be, provided a quorum of the Membership or Class Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member or Voting Member.
- 3.6 A quorum of the Membership shall consist of one-third (1/3) of those persons entitled to cast the votes of the entire Membership. A quorum of any meeting of Class Members shall consist of one-third (1/3) of those persons entitled to cast the votes of such Class Members. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises

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the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written
"Proxy" (as hereinalter defined) shall be required to decide the question. However, it is question is one upon which, by express provision of the Act or the Condominium Documents, requires a vote other
than the majority vote of a quorum, then such express provision shall
govern and control the required vote on the decision of such question.

- 3.7 If any meeting of the Membership or Class Members cannot be organized because a quo of s not in attendance, the Members who are present, either in persons or by Proxy, may adjourn the meeting from time to time until a quorum to present. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.
- 3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and "Directors" at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.
- 3.9 Voting rights of Members shall be as stated in the Condominium Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean instrument containing the appointment of a person who is substituted and Member to vote for him and in the Member's place and stead. It was shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. In wo event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.
- 3.10 At any time prior to a vote upon an matter at a meeting of the Membership or Class Members, any Member may demand the use of a secret written ballot for the voting on such matter.
- 3.11 No member shall be allowed to exercise his vote or serve as a Director unless he is current on all assessments.
- 3.12 The order of business at Annual Members' Meetings and, as far as practical at other Members' Meetings, shall be:
 - 1. Election of chairman of the meeting.
 - 2. Calling of the roll and certifying of proxies.
 - 3. Proof of notice of meeting or waiver of notice.
 - 4. Reading and disposal of any unapproved minutes.
 - 5. Report of officers.
 - 6. Reports of committees.
 - 7. Election of inspectors of elections.
 - 8. Election of directors.

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Section 4. Boar (10) Directors; Directors' Meetings.

- 4.1 The form of administration of the Association shall be by a Board of not less than three (3) nor more than five (5) Directors. The Board shall determine the number of directorships for the succeeding year at the Board meeting prior to the Annual Members' Meeting.
- 4.2 The provisions of provincies setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference.
- 4.3 Subject to Section 4.5 below and the rights of the "Developer" as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies on the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obtinations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.
- 4.4 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein. A Director may voluntarily resign at any time.
- 4.5 (a) A Director elected by the "Purchaser Members", as provided in the Articles, may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the Dest interests of the Association. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.
- (b) Purchaser Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Purchaser Members pursuant to Section 4.5(a) above.
- (c) A Director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the

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Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

- 4.6 The organizational meeting of the newly elected Board shall be held within ten (100 days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.
- 4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings the Board may be called at the discretion of the President or the lice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors O
- 4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof shall be given to each Director personally or by mail, telephone of telegraph at least three (3) days prior to the day specified for such making. Except in an emergency, notice of a Board meeting shall be asted conspicuously on the Condominium Property at least forty-eight (48) fours in advance for the attention of Members. Notice of any meeting where "Assessments" against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Any Director may have notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such bisector.
- 4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Condominium Declaration, Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.
- 4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.
- 4.11 Directors shall not receive any compensation for their services.
- 4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

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4.13 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not other is invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meetings or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors.

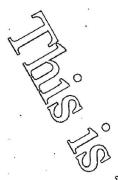
All of the powers and duties of the Association, including those existing under the Act and the Condem noum Documents shall be exercised by the Board. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, all powers and duties set forth in the Condominium Documents not inconsistent with the Act, and shall include, but not be limited to, the following:

- 5.1 Making and collecting Assessments against Members to defray the costs of "Common Expenses", and making Assessments against certain Members at the discretion of the Board. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Condominium Declaration and the other Condominium Documents.
- 5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- 5.3 Maintaining, repairing and operating the Condominium Property and the Recreation Area, and maintaining and operating the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts, and related appurtenances, if any.
- $5.4\,$ Reconstructing improvements after casualties and losses and making further authorized improvements on the Condominium Property and the Recreation Area.
- $5.5\,$ Making and amending rules and regulations with respect to the use of the Condominium Property and the Recreation $^{\text{\tiny{M}}}\Lambda\text{\tiny{T}ea}$.
- 5.6 Approving or disapproving proposed purchasers and lessees of "Apartments" and those acquiring Apartments by gift, devise, inheritance or other transfers in accordance with the provisions set forth in the Condominium Declaration. However, no fee shall be charged in

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connection with approval of a transfer, sale, lease or sublease of an Apartment in excess of expenditures reasonably required for the transfer or sale and this expense shall not exceed Fifty Dollars (\$50.00). No charge shall be made in connection with an extension or renewal of lease.

- 5.7 Enforcing to Legal means the provisions of the Condominium Documents, and the applicable provisions of the Act.
- 5.8 Contracting for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, entercement of rules and maintenance, repair and replacement of Common Figure with funds that shall be made available by the Association for such purposes. The Association and its officers shall, however, tetal at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- 5.9 Paying taxes and assessments which are or may become liens against the "Common Elements" and Apartments owned by the Association, if any, and assessing the same against thartments which are or may become subject of such liens.
- 5.10 Purchasing and carrying insurance for the protection of "Apartment Owners" and the Association against casualty and liability for the Condominium Property and the Recreation Area.
- 5.11 Paying costs of all power, water sewer and other utility services rendered to the Condominiums and not billed directly to owners of individual Apartments.
- 5.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.
- 5.13 Entering any Apartment at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste or to do such other work reasonably necessary for the proper maintenance operation of the Association.
- 5.14 Granting such permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the common areas.
- 5.15 Purchasing and carrying fidelity bonds on all officers and Directors who control or disburse funds of the Association in such amounts as are more fully described in the Condominium Declarations.



Section 6. Officers of the Association.

- 6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, it the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer way be removed without cause from office by vote of the Directors at the meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affair of the Association.
- 6.2 The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to, the power to appoint committees from among the Nembers at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board and the Membership.
 - 6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.
 - 6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board, the Membership and Class Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.
 - the Association, including funds, securities and evidences of indebt-edness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.
 - 6.6 Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association



shall be fixed by the Board. This provision shall not preclude the Board from emptoring a Director or an officer as an employee of the Association or preclude the contracting with a Director or an officer for the management of the Condominiums.

Section 7. Accounting Records; Fiscal Management.

- 7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members or their authorized enresentatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include: (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment. Owner, the amount of each Assessment charged to the Apartment, the amounts and due dates for each Assessment, the amounts paid upon the account and the balance due; and (c) an account indicating the Common Expenses allocated under the budget of the association ("Budget") and the Common Expenses actually incurred our in the course of the fiscal year.
- 7.2 (a) The Board shall adopt a Budget for the Common Expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two (2) weeks of November of every calcular year. Prior to the Budget Meeting a proposed budget shall be prepared by or on behalf of the Board and shall include, but not be implied to, the following items, if applicable:
 - (i) Administration of the Association
 - (ii) Insurance and bonding fees
 - (iii) Management fees
 - (iv) Maintenance
 - (v) Taxes upon Association property
 - (vi) Taxes upon leased areas
 - (vii) Other expenses
 - (viii) Operating capital
 - (ix) Reserves
 - (x) Fees payable to the Division of Florida Land Sales and Condominiums

Copies of the proposed Budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association on or before thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board shall include in any such proposed Budget, on annual basis, the establishment of reserve accounts for capital

expenditures and deperred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This sum of money shall be considered an "Excluded Expense" under Section 7.3(a) hereof. Not Ohnstanding anything contained herein, the Members may, by a two-thirds (2/3) vote, determine for a particular fiscal year to budget no reserves or reserves less adequate than required herein. Such a vote may be taken at the Annual Members' Meeting or at any properly called special meetings held pursuant to the provisions of Section 3.3 hereon

- (c) In administering the finances of the Association, the following procedures shall govern:

 (i) the fiscal year shall be the calendar year;

 (ii) except for coverves, any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year;

 (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than a calendar year;

 (ii) assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for payment of the anticipated current operating expenses and for all unpaid operating expenses previously incurred;

 (v) Common Expenses incurred in calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, "Annual Assessments" (as defined in the Condominium Declaration), shall be of sufficient magnitude to increase an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The Association shall employ a method of accounting which shall conform to generally accepted accounting standards and principles.
- (d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.
- (e) An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report of such audit shall be mailed or furnished by personal delivery to each Member not later than sixty (60) days following the end of the calendar year. The report shall include a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classification and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

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Cost of security

(ii) rofessional and management fees and expenses

(iii) (iv) .

Cost for recreation facilities Expenses for refuse collection and utility services (v)

(vi)

Expenses for lawn care
Cost for huilding maintenance and repair
Insurance costs (vii)

(viii)

(ix)Administrative and salary expenses

General reserves, maintenance reserves; and depreciation reserves (x)

The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member of the last known address shown on the books and records of the Assochation.

- (f) No Board shall be regarded to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficies shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board as otherwise provided in the Condominium Declaration.
- 7.3(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against all the Membership generally or against any Class Members of an amount which is bess than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed '115% of such Assessments for the Members to meet the Budget of the preceding year (the "Excess Assessment"), then the provisions of Subsections 7.3(h) and (c) horses shall be applied by Thorage shall be applied by of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses") as follows:
 - (i) Reserves for repair or replacement of any portion of the Condominium Property;
 - (ii) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and
 - (iii) Assessments for betterments to the Condominium Property.
- Should the Excess Assessment be adopted by the Board (b) prior to the Majority Election Meeting, then a special meeting of the Membership (if all Members are affected by the Excess Assessment) or of the particular Class Members (if only they are affected by the Excess Assessment; such Members or Class Members, as the case may be, are hereinafter referred to as the "Affected Members") shall be called by the Board which shall be held within twenty (20) days after the



Budget Meeting won writton notice to each Affected Member sent not less than ten (10) days prior to such special meeting. Notwithstanding the calling of such special meeting, the Budget shall be deemed approved by all Members other than the Affected Members. At said special meeting the Excess Assessment shall be presented for approval by the Affected Members. If, at said special meeting of the Affected Members, a majority of the Affected Members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If, at said special meeting of the Affected Members, a majority of the Affected Members shall not approve the Excess Assessment, then the Board shall reconvert at a special meeting so as to reduce the items of anticipated expenses in the Budget, other than the Excluded Expenses, in an amount recessory so that the Budget adopted by the Board will not contain an amount for an Excess Assessment.

- (c) Should the Excess Assessment be adopted by the Board after the Majority Election Meeting then upon written application requesting a special meeting signed by en percent (10%) or more of the Affected Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days written notice to each Affected Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Affected Members may consider and enact a revision of the Budget. The enactment of a cevision of the Budget shall require approval of not less than two-thirds (2/3) of the Affected Members. It arevised Budget is enacted at said special meeting, then the revised Budget shall be the Affected at said special meeting, then the revised Budget shall be the Affected Members. If no written application is delivered as provided herein, then the Budget originally adopted by the Board shall be the final Budget.
 - 7.4 Allocation of Common Expenses and Determination of Annual Assessment.
- (a) The Budget constitutes an estimate of the expenses of the Association. The Board shall allocate a portion of the Budget to each Whitehall Condominium and the result shall constitute the Annual Assessment for such Apartment. The procedure for allocation of a portion of the Budget to each Whitehall Condominium shall be as follows:
 - (i) Expenses of the Association which are applicable to more than one Whitehall Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Whitehall Condominiums to which such is applicable by multiplying such expenses by a fraction, the numerator of which is the number of Apartments within the particular Whitehall Condominium to which such expense is being allocated and the denominator of which is the total number of Apartments in the various Whitehall Condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable (due to the fact

that a grossly disproportionate amount of such expenses are attributable to a particular Whitehall Condominium) then the Board, may allocate such expenses in a manner deemed by it to fair and equilable.

- (ii) Expenses of the Association which are applicable solely to one will chall Condominium (such as repairs to the Common Elements of a particular Whitehall Condominium) shall allocated by the Board as a Common Expense of the Apartment Owners within such Whitehall Condominium.
- (b) Notwithstanding the illocation to each Apartment of its Annual Assessment, an Apartment Owner shall also be liable for any special Assessments levied by the loard against his Apartment as provided in the Condominium Declaration. The Association shall collect Annual and special Assessments from an Apartment Owner in the manner set forth in the Condominium Declaration.

Section 8. Rules and Regulations

- 8.1 The Board may adopt reasonable rules and regulations or amend or rescind existing rules and resultations governing the use and operation of the common elements, common feas, and recreation areas serving the condominium(s), provided such rules and regulations are not inconsistent with the condominium documents.
- 8.2 Notice of the proposed adoption, ameniment, modification, or rescission must be posted in a conspicuous place on the condominium(s) property, and a copy must be sent to each apartment Owner at least thirty (30) days before the proposed rule, regulation, amendment, modification, or rescission becomes effective. In the case of an emergency, a proposed rule shall become effective impediately upon posting and delivery. Any mailing to an Apartment Owner shall be sent to the last known address as shown on the books and records of the Association.
- 8.3 The Board may not unreasonably restrict any Apartment Owner's right to peaceably assemble or right to invite public officers or candidates for public to appear and speak in the common elements, common areas, and recreation areas.
- $8.4\,$ Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Apartment Owners and uniformly applied and enforced.

Section 9. Parliamentary Rules.

The then latest edition of <u>Robert's Rules of Order</u> shall govern the conduct of meetings of the Association when not in conflict with the Articles, these By-Laws, a Condominium Declaration or the Act. In the event of such a conflict, the provisions of the Condominium Documents and the Act shall govern.

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Amendments of the By-Laws.

10.1 These Byrtan's may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Membership a which such amendment is proposed.

- 10.2 No By-Law shall be evised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By laws to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would kinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted tame that ely preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law present text." Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amondingnt.
- 10.3 An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one of such bodies, must be approved by the other as set Dorth above in order to become enacted as an amendment.
- No modification or amendment to those By-Laws, shall be adopted which would affect or impair the priority of any Mortgagee, the validity of the mortgage held by such Mortgagee or any of the rights of Developer.

Section 11. Arbitration. .

Internal disputes arising from the operation of a Whitehall Condominium or the Association among Apartment Owners, the Board, or their agents and assigns shall be resolved by voluntary binding arbitration in accordance with Florida Statutes, Section 7,18.112(4). Any party to such an arbitration may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

> WHITEHALL CONDOMINIUMS OF THE VILLAGES ASSOCIATION PALM BEACH LAKES

Attest: RECORD VERIFIED M BEACH COUNTY FLA JOHN B. DUNKLE

CLERK CIRCUIT COURT



Department of State

attached is correct Articles Incorporation WHITEHALL CONDOMINIUMS OF **BEACH** LAKES ASSOCIATION, INC., a corporation organized under the the State of Florida, filed on May 18, 1984, shown as records this office.

The charter number of this corporation is N03170.

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

21st

day of May, 1984.

WE

CER-101

George Firestone Secretary of State

WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC.

RULES AND REGULATIONS
FOR
WHITEHALL CONDOMINIUMS
OF THE VILLAGES OF PALM BEACH LAKES

The definitions contained in the Declarations of Condominium and Recreational Covenants Agreement for Whitehall Condominiums of the Villages of Palm Beach Lakes are incorporated herein as part of these Rules and Regulations.

- l. The walkways, entrances, halls, corridors, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress to and from the Building(s) and the other portions of Whitehall Condominiums of the Villages of Palm Beach Lakes.
- 2. The exterior of the Apartments and all other areas appurtenant to an Apartment shall not be painted, decorated, or modified by any owner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.
- 3. All draperies, curtains, shades or other window or door coverings installed within an Apartment which are visible from the exterior of the Apartment or other portions of Whitehall Condominiums of the Villages of Palm Beach Lakes shall have a white backing unless otherwise approved in writing by the Board. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Apartment, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window without similar approval.
- 4. No article shall be hung or shaken from the doors or windows of the Apartments or placed upon the outside window sills of the Apartments.
- 5. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the Common Elements or Recreation Areas.
- 6. No Apartment Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Apartments or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Apartment Owners.
- 7. Each Apartment Owner shall keep his Apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.

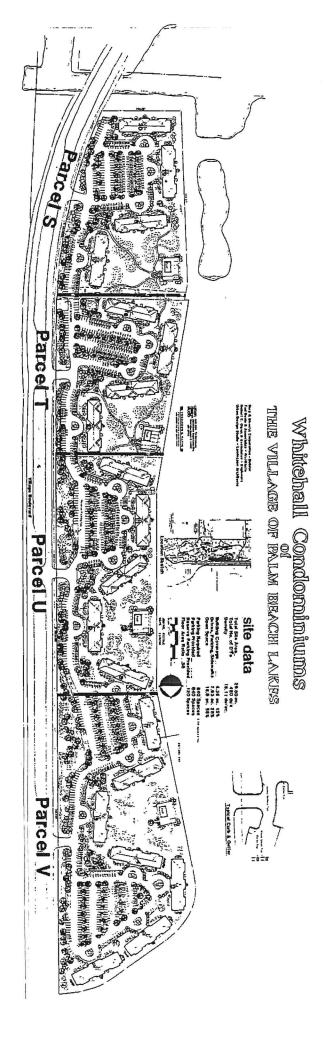
- 8. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Apartment or the roof thereon or any other portion of the Common Elements.
- 9. There shall be a \$5.00 lock-out charge if the Association is requested to furnish keys for access to an Apartment Owner who has locked himself out of his Apartment.
- 10. Each Apartment Owner who plans to be absent from his Apartment during the hurricane season (June 1 to November 30 of each year) must prepare his Apartment prior to his departure by designating a responsible firm or individual satisfactory to the Association to care for his Apartment should the Apartment suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
- 11. All garbage and refuse from the Apartments shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the Apartment Owner by the Association. No littering shall be permitted on the Common Elements.
- 12. Waterclosets and other water apparatus in the Apartments or upon the Common Elements or the Recreation Areas shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuses of any waterclosets or other apparatus shall be paid for by the Apartment Owner responsible for same.
- 13. No Apartment Owner shall request or cause any employee or agent of the Association to do any private business of the Apartment Owner, except as shall have been approved in writing by the Association.
- 14. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Apartment at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Apartment Owner, except under circumstances deemed as an emergency by the Association or the Manager, if any, in which case access is deemed permitted regardless of the hour.
- Owner or to a member of the family or guest, tenant or employee of an Apartment Owner shall be positioned in such manner as to impede or prevent ready access to another Apartment Owner's Parking Space. The Apartment Owners, their employees, servants, agents, visitors, licensees and the Apartment Owner's family will obey the parking regulations posted in the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety. comfort and convenience of the Apartment Owners.

- 16. Except in an emergency, no Apartment Owner shall cause or permit the blowing of any horn from any vehicle of which he, his guests or family shall be occupants which is upon or approaching any of the driveways or parking areas serving the Condominium Property.
- 17. No Apartment Owner shall use or permit to be brought into the Apartment any inflammable oils or fluids such as gasoline, kerosene, naptha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.
- 18. No Apartment Owner shall be allowed to put his mail receptacle, name or street address on any portion of his Apartment except in such place and in the manner approved by the Association for such purposes, which approval shall be based on aesthetic grounds within the sole discretion of the Board.
- 19. The Association may retain a passkey to each Apartment. No Apartment Owner shall alter any lock or install a new lock on any door leading into his Apartment without the prior consent of the Association. If such consent is given, the Apartment Owner shall provide the Association with a key for the use of the Association and the Board.
- 20. Any damage to the Common Elements, the Recreation Areas or equipment of the Association caused by any Apartment Owner, family member, guest or invitee shall be repaired or replaced at the expense of such Apartment Owner.
- 21. Each Apartment Owner shall be held responsible for the actions of his family members, licensees, invitees and guests.
- 22. Children shall be allowed to play only in those areas designated for play by the Association from time to time.
- 23. Food and beverage may not be prepared or consumed except in the Apartment or such other areas as may from time to time be designated by the Board.
- 24. Complaints regarding the management of the Condominium Property or the Recreation Areas or regarding actions of other Apartment Owners shall be made in writing to the Association.
- 25. The Recreation Areas are solely for the use of the Apartment Owners, their family members and invited guests. The use of the recreational facilities shall be at the risk of those involved and not, in any event, at the risk of the Association or its manager, if any.
- 26. The regulations governing the use of the Recreation Areas, including permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association, and shall be posted in the Recreation Areas.

- An Apartment Owner shall not keep any pet in his Apartment without the prior written permission of the Board, and in no event may an Apartment Owner keep more than one (1) pet in his Apartment. pet shall not weigh more than twenty (20) pounds at maturity. permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. In no event shall dogs be permitted in any of the public portions of Whitehall Condominiums of the Villages of Palm Beach Lakes unless under leash. The Apartment Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal. If a dog or any other animal becomes obnoxious to other Apartment Owners by barking or otherwise, the Apartment Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Apartment Owner, upon written notice by the Association, will be required to dispose of the animal.
- 28. No clothesline or other similar device shall be allowed on any portion of the Common Elements or the Recreation Areas.
- 29. No Apartment Owner or Lessee shall do or permit any act or failure to act which shall cause any insurance policy on the Apartments to become void or suspended, nor which would cause any increase in premiums payable by the Association.
- 30. No Apartment Owner shall do or permit any assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire or a battery. Each Apartment Owner shall be required to clean his parking spaces of any oil or other fluid discharged by his motor vehicle.
- 31. No trailer, boat, van, camper, truck or commercial vehicle shall be permitted on any portion of the Common Elements or the Recreation Areas except for trucks delivering goods or furnishing services and except upon such portion of Whitehall Condominiums of the Villages of Palm Beach Lakes as the Board may, in its sole discretion, determine. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs to be borne by the owner or violator.
- 32. No awnings, shutters, light reflective materials, ventilators, fans, air conditioning devices or the like shall be used in or about the Apartment without the prior written approval of the Board as to design and color, which approval may be withheld on purely aesthetic grounds and shall be within the sole discretion of the Board. In any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the Buildings and the design of any of such items which have been previously installed at the time Board approval is requested.

- 33. Unless permitted by the Board, no hard surface floor covering, i.e., tile, wood, vinyl, etc., shall be used by any Apartment Owner to replace the carpet originally installed in an Apartment. Any carpet which requires removal shall be replaced by carpet of substantially similar quality, weight and consistency.
- 34. Nothing shall be attached to terrace or walkway railings. No clothing, towels, equipment, barbeques, or similar articles will be hung on terrace or walkway railings or placed or stored on terraces or walkways. No sweeping of terraces or walkways so that debris will fall to the area below is permitted. No plants, receptacles, or any moveable objects shall be placed or maintained on terrace or walkway rails. No fires of any kind or cookouts are permitted on terraces or walkways.
- 35. The Apartment Owners should refer to the Occupancy and Use Restrictions contained in Article XII of the Declaration and the restrictions contained in Article III of the Recreational Covenants Agreement for Whitehall Condominiums of the Villages of Palm Beach Lakes.
- 36. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time by the Board.
- 37. These Rules and Regulations may be modified, added to, or repealed, in whole or in part at any time by the Board, provided that notice of the proposed modification, addition, or deletion is sent by U.S. Certified Mail, return receipt requested, to each member of the Association at least thirty (30) days before the proposed modification, addition, or deletion becomes effective.

By Resolution of the Board of Directors of Whitehall Condominiums of the Villages of Palm Beach Lakes Association, Inc.



NOTES:

Referatote 95

- *LANDSCAPE SHOWN IS CONCEPTUAL ONLY, PLANTINGS MAY BE MODIFIED DURING CONSTRUCTION PROCESS.
 *SITE IS SUBJECT TO CHANGE FOR MATHEMATICAL ACCURACY OF ENDINEERING COMPUTATIONS CONCERNING HORIZONTAL CONTROL.
 SLIGHT SHIFTS ARE EXPECTED AND ANTICIPATED.
- * SIGNAGE LOCATIONS ARE SCHEMATIC. LOCATIONS MAY BE SHIFTED TO REMAIN CLEAR OF UTILITY EASEMENTS, SETBACKS, AND VISIBILITY CORRIDORS AT INTERSECTIONS AND/OR SHIFTED TO OPPOSITE CORNERS.

WHITEHALL CONDOMINIUMS of the Village of Palm Beach Lakes

PARCEL V

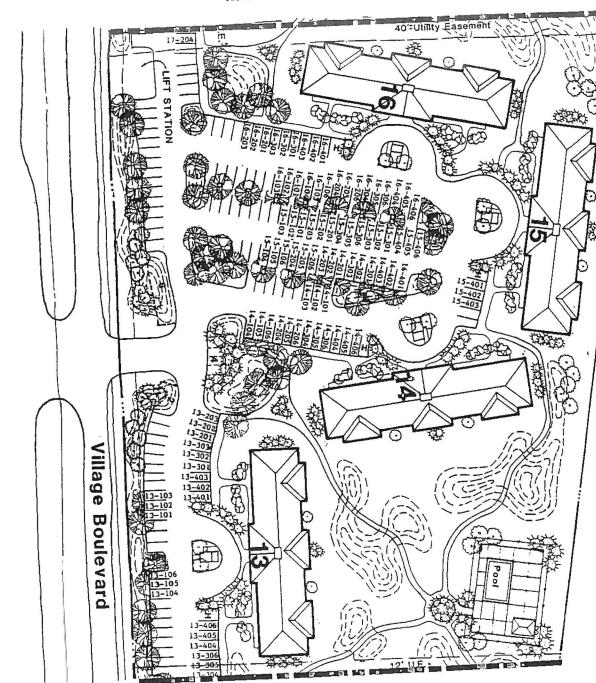
SHEET 5

Matchline B Village Boulevard W 12-102 2 12-103 Reserve Parking typ. 12-106 12-105 2112-104 10-103 10-204 10-205 10-104 10-206 10-105 10-304 886.35'-9-405 9-405 9-405 9-306 9-306 9-304 9-206 Matchline

WHITEHALL CONDOMINIUMS of the Village of Palm Beach Lakes

PARCEL

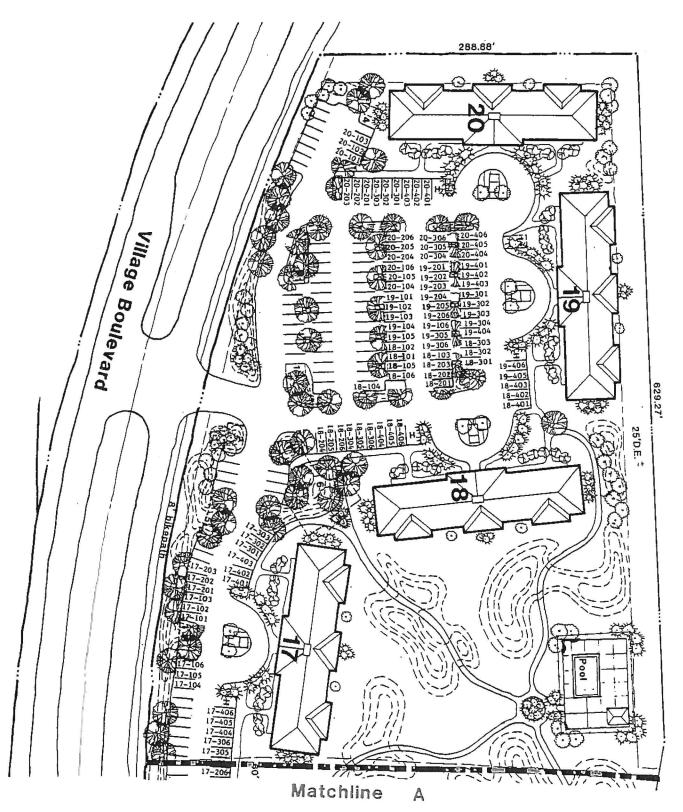
SHEET 4

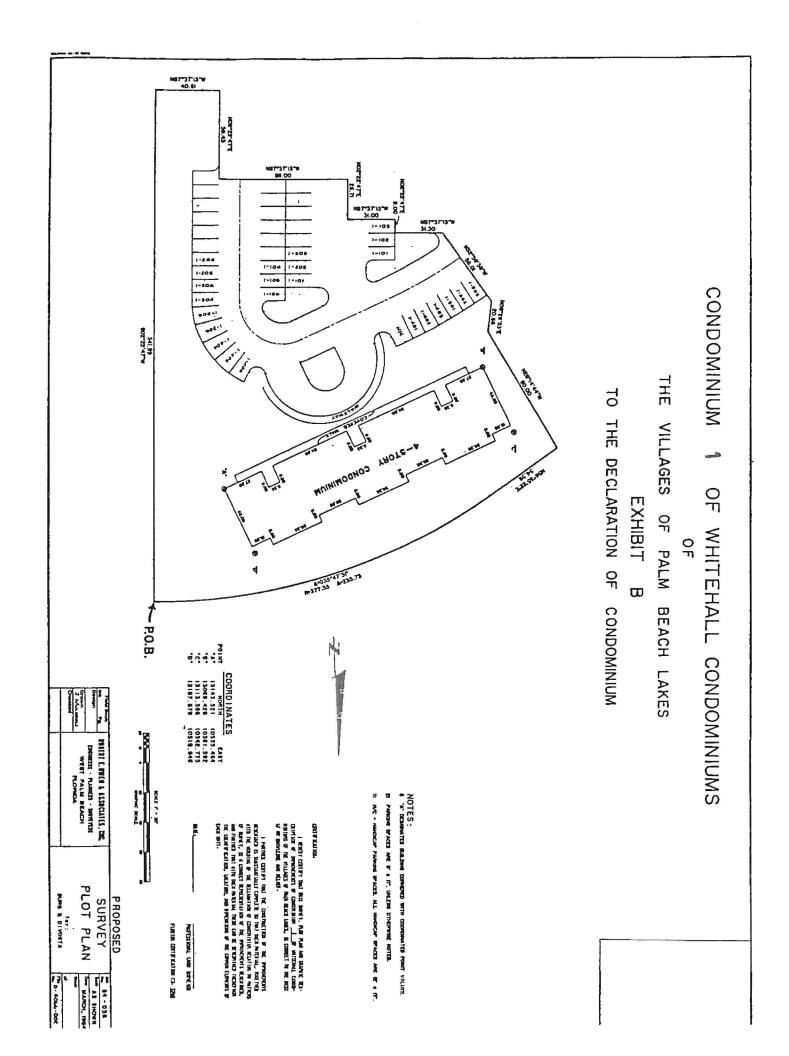


Matchline B

ARCEL T

SHEET 2





CONDOMINIUM THE VILLAGES OF PALM TO THE DECLARATION OF CONDOMINIUM OF WHITEHALL CONDOMINIUMS **EXHIBIT** 0 BEACH LAKES

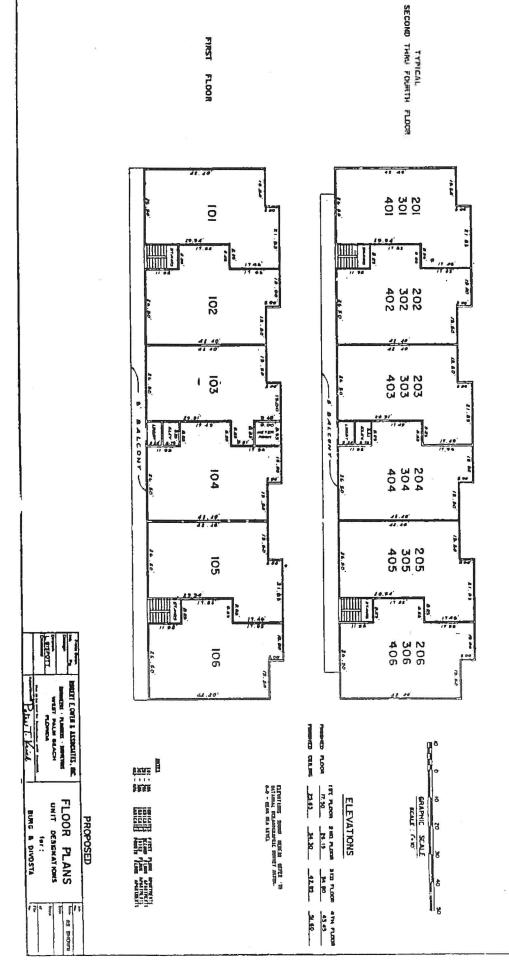


EXHIBIT A

DESCRIPTION OF CONDO NO. 1

A certain parcel of land lying in Section 7, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of the REPLAT OF TRACTS 'T' 'U', 'V', AND A PORTION OF TRACT '114' OF VILLAGES OF PALM BEACH LAKES PLAT NO. 2 as same is recorded in Plat Book inclusive, Public Records of Palm Beach County Florida; thence from said POINT OF BEGINNING, along the following numbered courses:

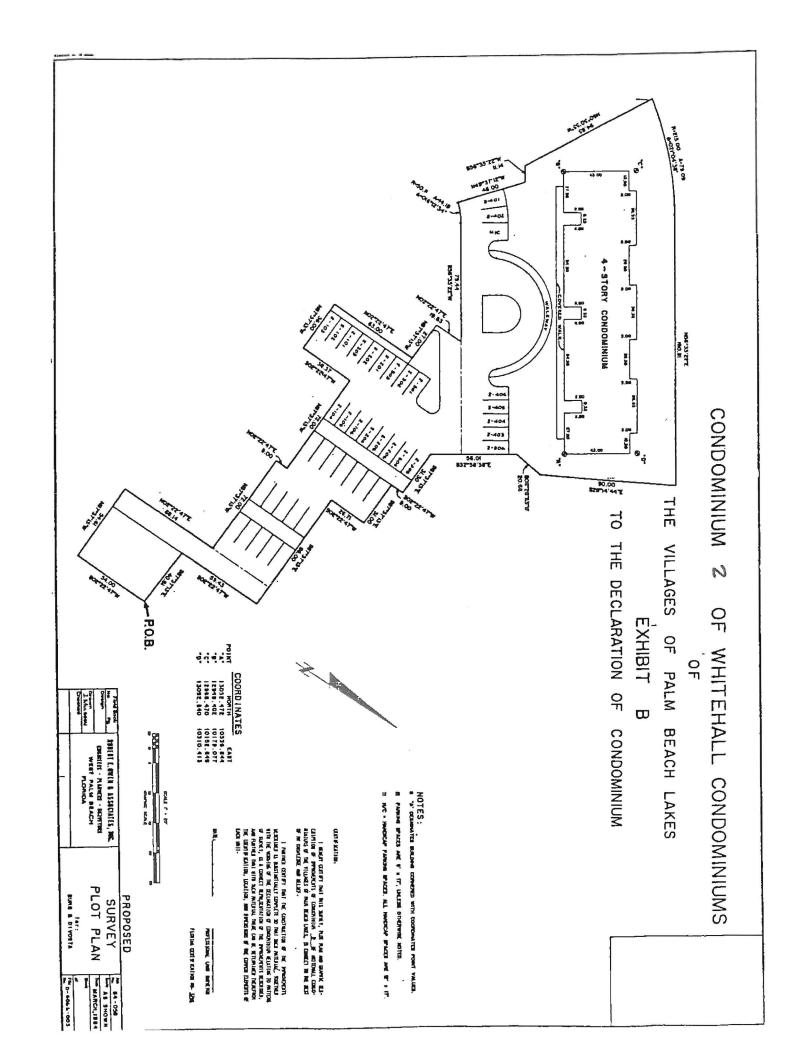
- South 02°22'47" West, 341.99 feet; thence... 1.
- North 87°37'13" West, 40.61 feet; thence... 2.
- 3.
- North 02°22'47" East, 59.43 feet; thence... North 87°37'13" West, 86.00 feet; thence... North 02°22'47" East, 26.71 feet; thence...
- North 87°37'13" West, 31.00 feet; thence... 6. 7.
- North 02°22'47" East, 9.00 feet; thence... North 87°37'13" West, 31.30 feet; thence... North 32°58'38" West, 56.01 feet; thence...
- 10. North 08°28'53" East, 20.66 feet; thence...
- 11. North 28°14'44" West, 90.00 feet; thence...
 12. North 56°35'22" East, 54.59 feet; thence...
- 13. Northeast along the arc of a 377.35 foot radius curve, concave South subtending a central angle of 35°47'31", an arc distance of 235.73 feet, more or less, to the POINT OF BEGINNING.

Containing 1.34 acres, more or less.

Field	Field Book	
Design	Pg.	
Drawn	Work Order	
Checked	No.	

ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS West Palm Beach, Florida

Scale	Sheet	200
Date	Of	File No.



CONDOMINIUM 2 OF WHITEHALL CONDOMINIUMS

THE VILLAGES OF PALM BEACH LAKES

EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM

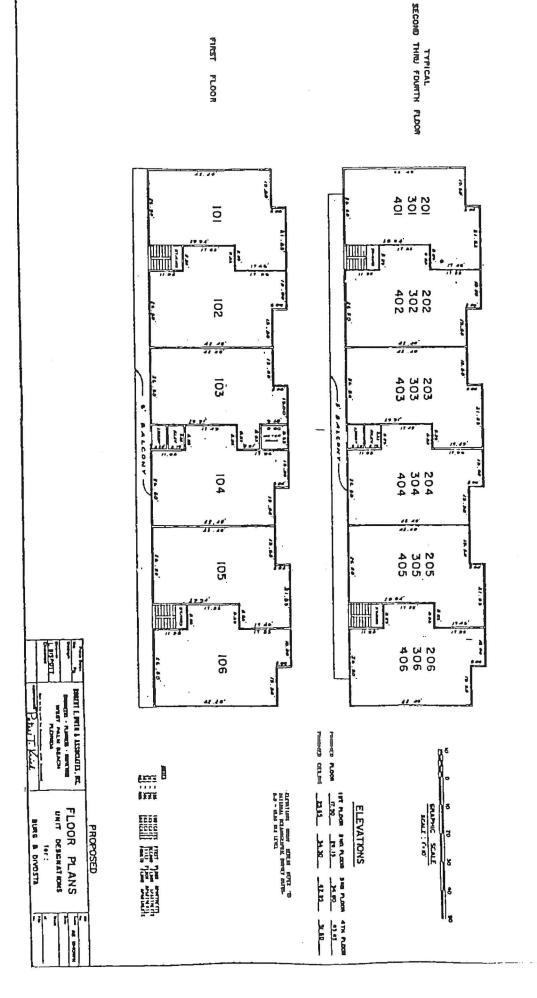


EXHIBIT A

DESCRIPTION OF CONDO NO. 2

A certain parcel of land lying in Section 7, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

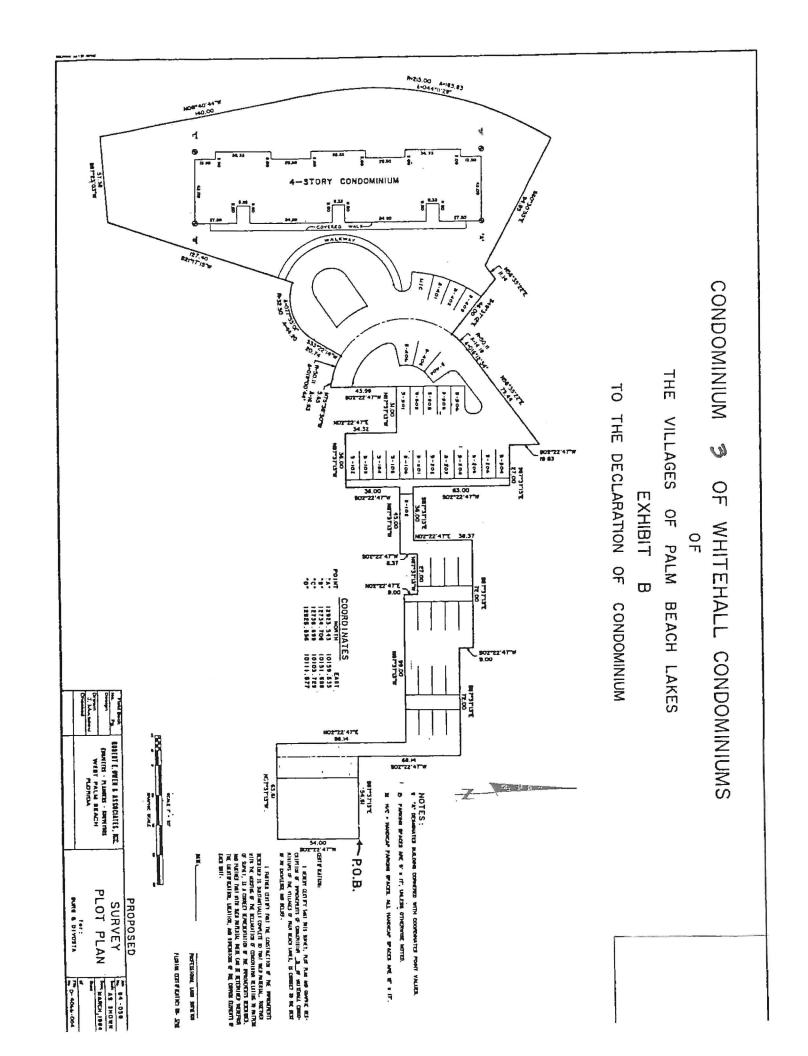
COMMENCING at the Northeast corner of the REPLAT OT TRACTS 'T', 'U', 'V', AND A PORTION OF TRACT '114' OF VILLAGES OF PALM BEACH LAKES PLAT NO. 2 as same is recorded in Plat Book Pages through inclusive, Public Records of Palm Beach County, Florida; thence South 02°22'47" West along the East line of said plat a distance of 341.99 feet to the POINT OF BEGINNING of the following described parcel of land; thence from said POINT OF BEGINNING along the following numbered courses:

```
1.
        South 02°22'47" West, 54.00 feet; thence ...
       North 87°37'13" West, 54.61 feet; thence ...
 2.
       North 02°22'47" East, 68.14 feet; thence ...
 3.
       North 87°37'13" West, 72.00 feet; thence...
North 02°22'47" East, 9.00 feet; thence ...
North 87°37'13" West, 72.00 feet; thence ...
 4.
 5.
 6.
 7. South 02°22'47" West, 38.37 feet; thence...
8. North 87°37'13" West, 36.00 feet; thence...
 9. North 02°22'47" East, 63.00 feet; thence...
10. North 87°37'13" West, 27.00 feet; thence...
 11. North 02°22'47" East, 19.63 feet; thence...
 12. South 56°35'22" West, 79.44 feet; thence...
 13. Southwest along the arc of a 50.11 foot radius curve, concave South, subtending a central angle of 16°12'34", an arc length of 14.18 feet; thence...

14. North 49°37'12" West, 46.00 feet; thence...
 15. South 56°35'22" West, 11.14 feet; thence...
16. North 60°30'55" West, 94.85 feet; thence...
 17. Northeast along the arc of 215.00 foot radius curve, concave
        Southeast, subtending a central angle of 21°04'38", whose long
        cord bears North 46°03'03" East, an arc length of 79.09 feet;
 thence...
18. North 56°35'22" East, 180.81 feet; thence...
19. South 28°14'44" East, 90.00 feet; thence...
20. South 08°28'53" West, 20.66 feet; thence...
  21. South 32°58'38" East, 56.01 feet; thence...
  22. South 87°37'13" East, 31.30 feet; thence...
 23. South 02°22'47" West, 9.00 feet; thence...
24. South 87°37'13" East, 31.00 feet; thence...
25. South 02°22'47" West, 26.71 feet; thence...
  26. South 87°37'13" East, 86.00 feet; thence...
  27. South 02°22'47" West, 59.43 feet; thence...
28. South 87°37'13" East, 40.61 feet more or less to the POINT OF
        BEGINNING.
```

Containing 1.08, acres more or less.

1	Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	
	Design	Pg.	ENGINEERS PLANNERS SURVEYORS			File
	Drawn	Work Order	Ludiucero Lemuero Soviciono	Date	Of	No.
	Checked	No	West Palm Beach, Florida	1	}	1



CONDOMINIUM 3 OF WHITEHALL CONDOMINIUMS

THE VILLAGES OF PALM BEACH LAKES

EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM

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FLOOR PLANS

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EXHIBIT A

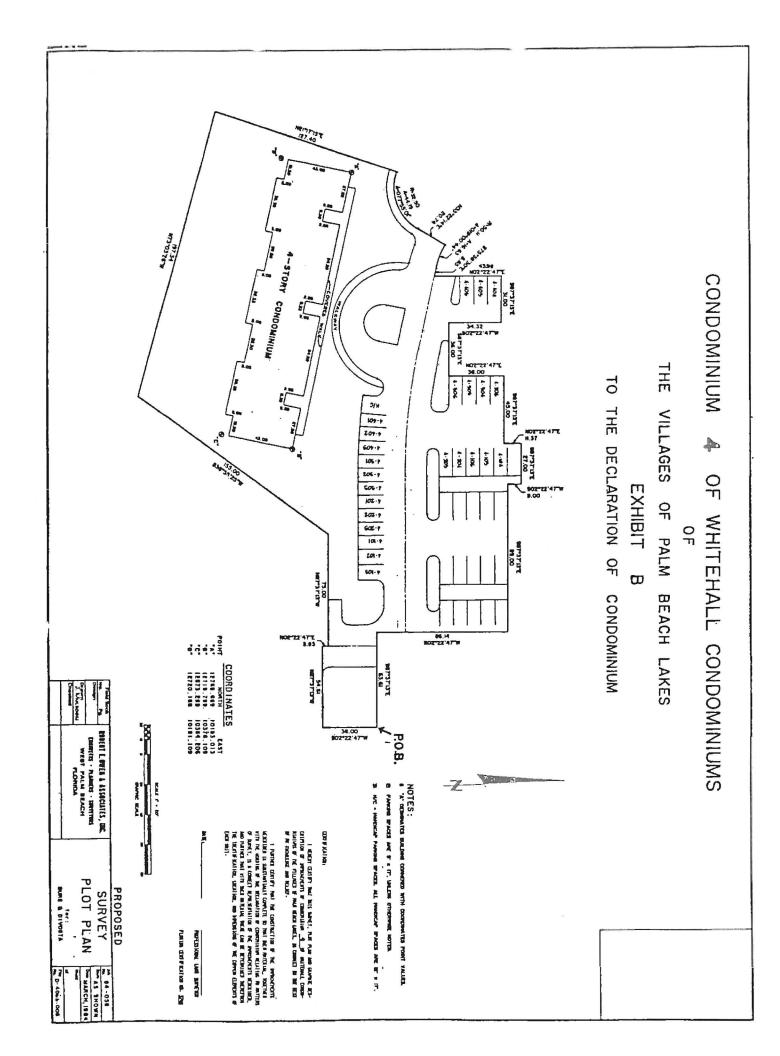
DESCRIPTION OF CONDO NO. 3

A certain parcel of land lying in Section 7, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of REPLAT OF TRACTS 'T' 'U', 'V', AND A PORTION OF TRACT '114' OF VILLAGES OF PALM BEACH LAKES PLAT NO. 2 as same is recorded in Plat Book through ___ inclusive, Public Records of Palm Beach County, Florida; thence South 02°22'47" West, 295.99 feet, to the POINT OF BEGINNING of the following described parcel of land; thence from said POINT OF BEGINNING along the following numbered courses:

- South 02°22'47" West, 54.00 feet, thence... 1.
- North 87°37'13" West, 63.61 feet; thence... 2.
- North 02°22'47" East, 86.14 feet; thence... 3.
- North 87°37'13" West, 99.00 feet; thence... North 02°22'47" East, 9.00 feet; thence...
- 5.
- North 87°37'13" West, 27.00 feet; thence... 6.
- South 02°22'47" West, 11.37 feet; thence... North 87°37'13" West, 45.00 feet; thence... South 02°22'47" West, 36.00 feet; thence... 7.
- 8.
- 9.
- North 87°37'13" West, 36.00 feet; thence... 10:
- North 02°22'47" East, 34.32 feet; thence... North 87°37'13" West, 31.00 feet; thence... South 02°22'47" West, 43.98 feet; thence... North 75°38'30" West, 5.65 feet; thence... 11.
- 12.
- 13.
- 14.
- Northwest along the arc of 50.11 radius curve, concave Northeast, subtending a central angle of 19°00'44", an arc 15. length of 16.63 feet; thence...
- South 33°22'14" West, 20.74 feet; thence... 16.
- Southwest along the arc of a 32.50 foot radius curve, concave 17. Northwest, subtending a central angle of 77°55'01", an arc length of 44.20 feet; thence...
- 18.
- South 21°17'15" West, 127.40 feet; thence... South 87°23'03" West, 57.38 feet; thence... North 08°40'44" West, 140.00 feet; thence... 19.
- 20.
- North along the arc of 215.00 foot radius curve, concave East, subtending a central angle of 44°11'28", an arc length of 21. 165.83 feet; thence...
- 22.
- South 60°30'55" East, 94.85 feet; thence... North 56°35'22" East, 11.14 feet; thence... 23.
- South 49°37'12" East, 46.00 feet; thence... 24.
- Northeast along the arc of a 50.11 radius curve, concave 25. Southeast, whose long cord bears North 48°29'05" East, subtending a central angle of 16°12'34", an arc length of 14.18 feet; thence...
- North 56°35'22" East, 79.44 feet; thence... 26.

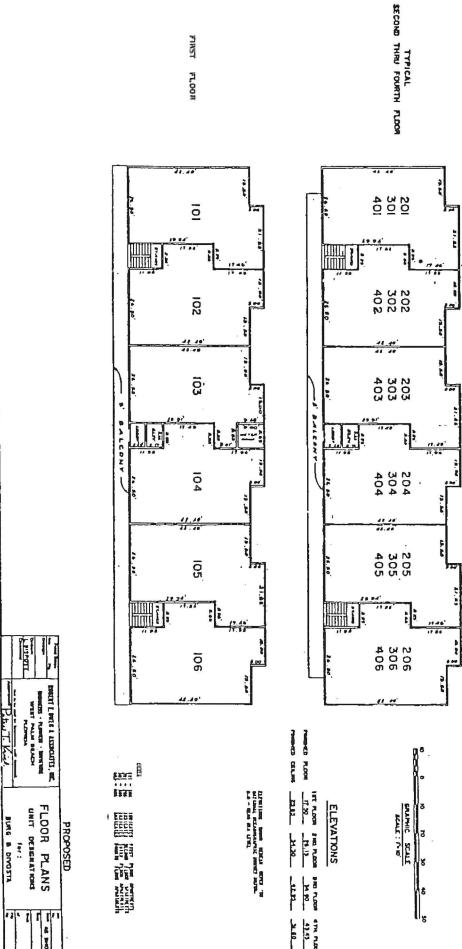
Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	7
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Checked	No.	West Palm Beach, Florida		1	



CONDOMINIUM 4 OF WHITEHALL CONDOMINIUMS

THE VILLAGES OF PALM BEACH LAKES EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM



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EXHIBIT A

DESCRIPTION OF CONDO NO. 4

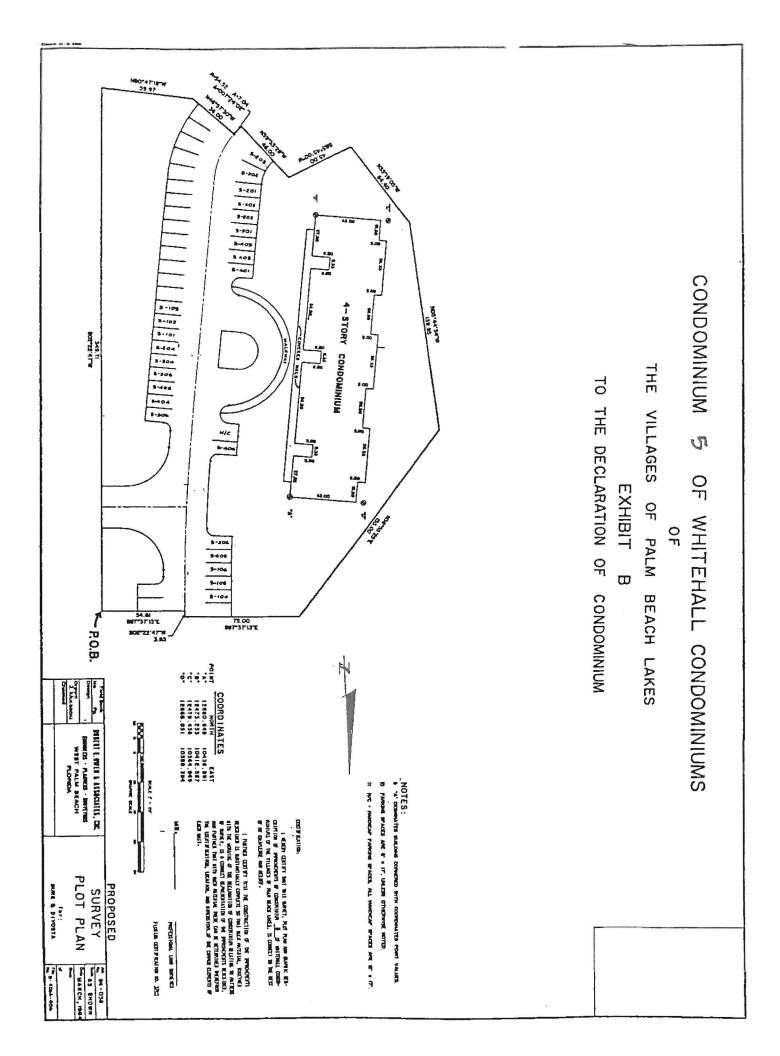
A certain parcel of land lying in Section 7, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the REPLAT OF TRACTS
'T', 'U', 'V', AND A PORTION OF TRACT '114' OF VILLAGES OF PALM
BEACH LAKES PLAT NO. 2 as same is recorded in Plat Book Pages through Public Records of Palm Beach County, Florida; thence South 02°22'47" West, 449.99 feet, to the POINT OF BEGINNING of the following described parcel of land; thence from said POINT OF BEGINNING, along the following numbered courses:

- South 02°22'47" West, 36.00 feet; thence... 1.
- North 87°37'13" West, 54.61 feet; thence... 2.
- 3.
- North 02°22'47" East, 3.93 feet; thence... North 87°37'13" West, 75.00 feet; thence...
- South 38°55'25" West, 155.00 feet; thence...
- North 73°03'26" West, 197.34 feet; thence... North 21°17'15" East, 127.40 feet; thence... 7.
- Northeast along the arc of 32.50 foot radius curve, concave 8. Northwest, whose long cord bears North 72°19'44" East, subtending a central angle of 77°55'01", an arc length of
- 44.19 feet; thence... North 33°22'14" East, 20.74 feet; thence...
- 10. Southeast along the arc of a 50.11 foot radius curve, concave Northeast, whose long cord bears South 66°08'08" East, subtending a central angle of 19°00'44", an arc length of 16.63 feet; thence...
- 11. South 75°38'30" East, 5.65 feet; thence...
 12. North 02°22'47" East, 43.98 feet; thence...
 13. South 87°37'13" East, 31.00 feet; thence...
- 14. South 02°22'47" West, 34.32 feet; thence... 15. South 87°37'13" East, 36.00 feet; thence...
- 16. North 02°22'47" East, 36.00 feet; thence...
- 17. South 87°37'13" East, 45.00 feet; trhence...
- 18. North 02°22'47" East, 11.37 feet; thence...
- 19. South 87°37'13" East, 27.00 feet; thence... 20. South 02°22'47" West, 9.00 feet; thence...
- 21. South 87°37'13" East, 99.00 feet; thence... 22. South 02°22'47" West, 86.14 feet; thence...
- 23. South 87°37'13" East, 63.61 feet; more or less to the POINT OF BEGINNING.

Containing 1.32 acres, more or less.

Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	=======================================
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Checked	No.	West Palm Beach, Florida			1



איז איזוער איזטא דער פעידון אינטטא בנכטאס דאיזוע רטטא FIRST FLOOR 301 401 <u></u> CONDOMINIUM 202 302 402 102 THE VILLAGES OF PALM BEACH LAKES TO THE DECLARATION OF J 103 203 303 403 OF WHITEHALL CONDOMINIUMS EXHIBIT BALCONY 204 304 404 04 8 CONDOMINIUM 205 305 405 05 206 306 406 90 MICHT CHIEF & ASSISTATES, MC PROPERTY PLACE im B TR N. N. I אוואיז ימראייביאניה אובנו איברי אוואיז ימראייביאניה אובנו אובני אונייז אונייז איני ימראי אוניין הענו אוניין אוניין אוניין אוניין אוניין אוניין ELEVATIONS FLOOR PLANS BURG B DIVUSTA PROPOSED 980 ALDER 4TH PLOTE M. PD 4345 42.15 M.60 F 24 24

EXHIBIT A

DESCRIPTION OF CONDO NO. 5

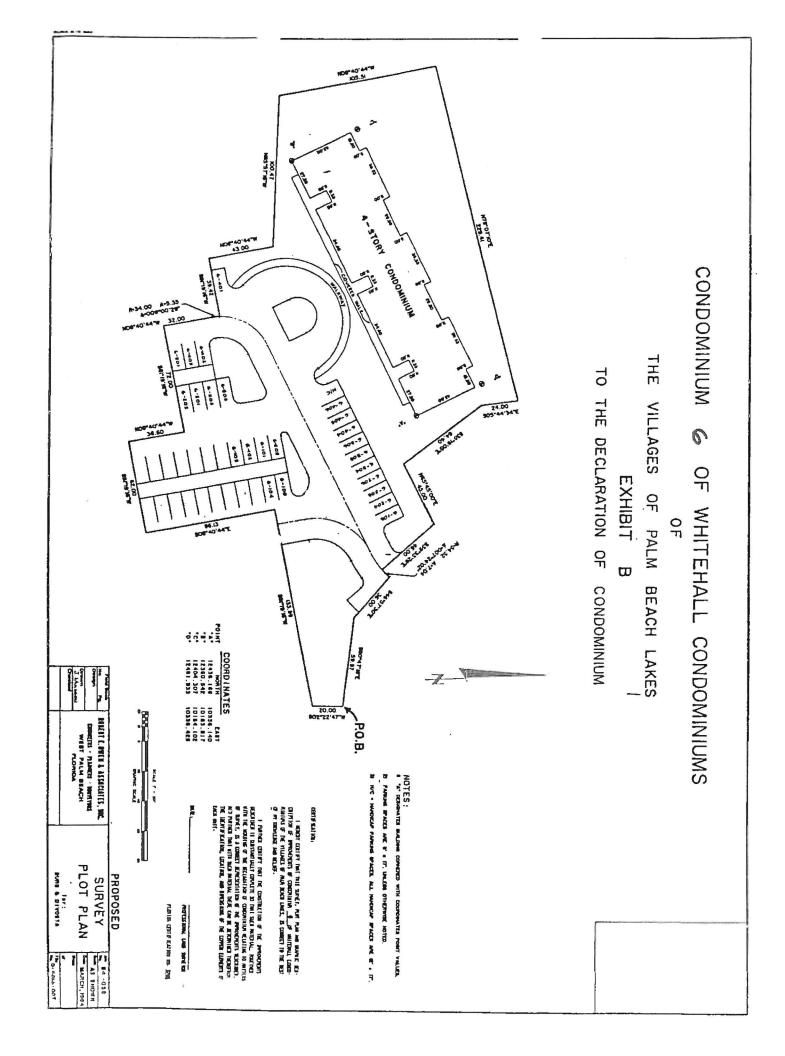
A certain parcel of land lying in Section 7, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the REPLAT OF TRACTS 'T', 'U', 'V', AND A PORTION OF TRACT '114' OF VILLAGES OF PALM BEACH LAKES PLAT NO. 2 as same is recorded in Plat Book Pages through inclusive, Public Records of Palm Beach County, Florida; thence South 02°22'47" West, a distance of 485.99 feet to the POINT OF BEGINNING of the following described parcel of land, thence from said POINT OF BEGINNING along the following numbered courses:

- South 02°22'47" West, 349.71 feet; thence... 1.
- North 80°47'18" West, 59.97 feet; thence... North 46°57'30" West, 36.00 feet; thence... 2.
- 3.
- Southwest along the arc of a 54.52 foot radius curve, concave Northwest, with a radial line passing through said point bearing North 46°57'30" West, subtending a central angle of 07°24'02", an arc distance of 7.04, feet thence...
- North 39°33'28" West, 46.00 feet; thence... 5.
- South 65°45'00" West, 45.00 feet; thence...
- North 35°19'05" West, 64.40 feet; thence... 7.
- North 05°44'34" West, 139.95 feet; thence... North 38°55'25" East, 155.00 feet; thence...
- 10. South 87°37'13" East, 75.00 feet; thence...
- 11. South 02°22'47" West, 3.93 feet; thence...
- 12. South 87°37'13" East, 54.61 feet; more or less to the POINT OF BEGINNING.

Containing 1.44 acres, more or less.

Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	7
Design Drawn	Pg.	ENGINEERS PLANNERS SURVEYORS		0.6	ile No
Checked	Work Order No.	West Palm Beach, Florida	Date	Of	



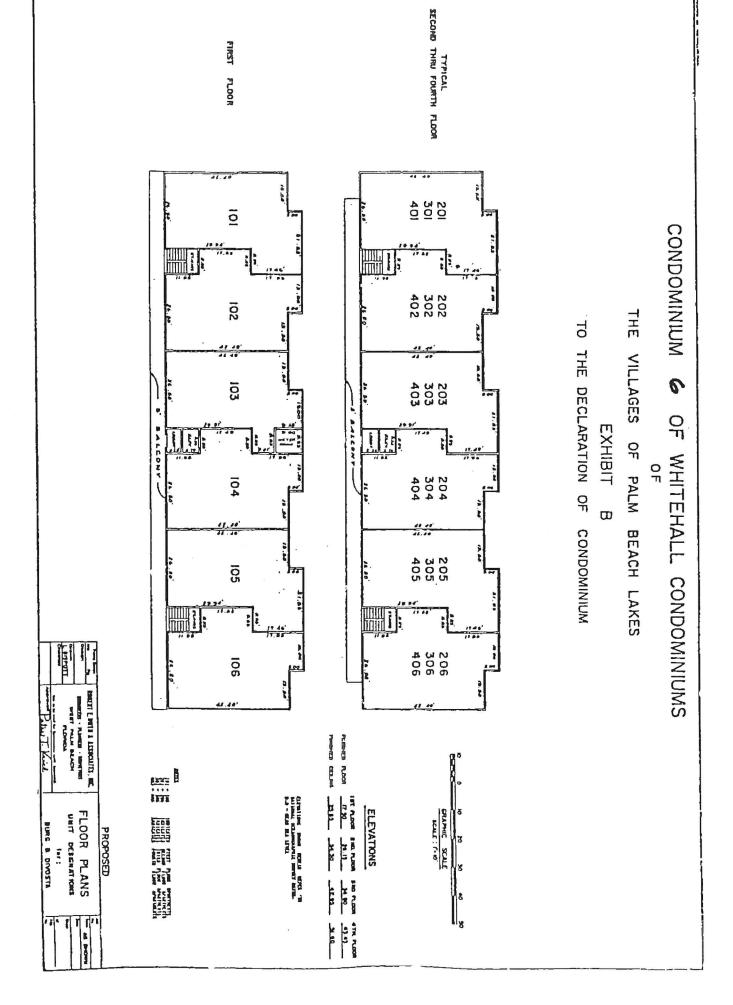


EXHIBIT A

DESCRIPTION OF CONDO NO. 6

A certain parcel of land lying Section 7, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the REPLAT OF TRACTS 'T', 'U', 'V', AND A PORTION OF TRACT '114' OF VILLAGES OF PALM BEACH LAKES PLAT NO. 2 as same is recorded in Plat Book Pages through inclusive Public Records of Palm Beach County, Florida, thence South 02°22'47" West, 835.70 feet to the POINT OF BEGINNING to the following described parcel of land; thence from said POINT OF BEGINNING run by the following number of courses:

- South 02°22'47" West, 20.00 feet; thence...
- 2. South 81°19'16" West, 133.99 feet; thence...
- South 08°40'44" East, 86.13 feet; thence... 3.
- 4.
- South 81°19'16" West, 62.00 feet; thence... North 08°40'44" West, 36.60 feet; thence... 5.
- South 81°19'16" West, 72.00 feet; thence... 6.
- North 08°40'44" West, 32.00 feet; thence... 7.
- North along the arc of a 34.00 foot radius curve, concave East, subtending a central angle of 09°00'29", an arc length of 5.35 feet; thence...
- South 81°19'16" West, 39.42 feet; thence... 9.
- 10. North 08°40'44" West, 43.00 feet; thence...
- 11. North 85°57'16" West, 100.47 feet; thence...
- 12. North 08°40'44" West, 105.51 feet; thence...
 13. North 78°07'10" East, 229.41 feet; thence...
 14. South 05°44'34" East, 24.00 feet; thence...

- 15. South 35°19'05" East, 64.40 feet; thence...
- 16. North 65°45'00" East, 45.00 feet; thence... 17. South 39°33'28" East, 46.00 feet; thence...
- 18. Northeast along the arc of a 54.52 foot radius curve, concave Northwest, with a radial line passing through said curve bearing South 39°33'28" East, subtending a central angle of 07°24'02", an arc length of 7.04 feet, thence... 19. South 46°57'30" East, 36.00 feet; thence...
- 20. South 80°47'18" East, a distance of 59.97 feet, more or less, to the POINT OF BEGINNING.

Containing 1.27 acres, more or less.

Field Design	Field Book Pg.	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	A-
Drawn	Work Order	ENGINEERS PLANNERS SURVEYORS	Date	Of	No.
Checked	No.	West Palm Beach, Florida			

CONDOMINIUM 7 OF WHITEHALL CONDOMINIUMS

AT THE VILLAGES OF PALM BEACH LAKES EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM

INDEX

7 OF 7	6 OF 7	5 OF 7	4 OF 7	3 OF 7	2 OF 7	1 야 7	SHEET NO.	
FOURTH FLOOR UNIT BOUNDARIES	THIRD FLOOR UNIT BOUNDARIES	SECOND FLOOR UNIT BOUNDARIES	FIRST FLOOR UNIT BOUNDARIES	SURVEY & SITE PLAN	SURVEYOR'S CERTIFICATION	INDEX	DESCRIPTION	

OF WHITEMALL CONDOMINUMS

VILLAGES OF PALM BEACH LAKES

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CONDOMINIUM 7 OF WHITEHALL CONDOMINIUMS AT THE VILLAGES OF PALM BEACH LAKES A CONDOMINIUM

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Kenneth L. Scrape, who after first being duly cautioned and sworn, deposes and says as follows:

- 1. That he is a duly registered Land Surveyor under the Laws of the State of Florida, Being Land Surveyor No. 2832.
- 2. Affiant hereby attest that the construction of the improvements described as Condominium 7 of Whitehall Condominiums at The Villages of Palm Beach Lakes, A Condominium, appearing on pages 3 through 7 hereof, is substanially complete so that this Exhibit "B", together with the Declaration of Condominium for Condominium 7 of Whitehall Condominiums at The Villages of Palm Beach Lakes, A Condominium, and the Exhibits attached thereto, is an accurate representation of the location and dimensions of said improvements described and that the identification, location and dimensions of the Common Element, Limited Common Elements and of each Condominium Unit therein can be determined from these materials.

FURTHER AFFIANT SAYETH NAUGHT.

	Kenneth L. Scrape Professional Land Surveyor Fla. Certification No. 2832
SWORN TO AND SUBSCRIBED before me this	day of, 1986.
(NOTARY BURLEY)	
(NOTARY PUBLIC)	Notary Public
	My Commission Expires:

CONSTRUCTION OF THIS CONDOMINIUM NOT SUBSTANTIALLY COMPLETED. THE WITHIN SURVEYOR'S CERTIFICATE WILL BE DULY EXECUTED UPON SUBSTANTIAL COMPLETION OF IMPROVEMENTS AND FINAL SURVEY OF SUCH IMPROVEMENTS. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS BUILT CONDITIONS.

This instrument prepared by Kenneth L. Scrape, at the office of Kenneth L. Scrape, Inc., Professional Land Surveyors, 2700 PGA Boulevard, Suite 103, Palm Beach Gardens, Florida 33410

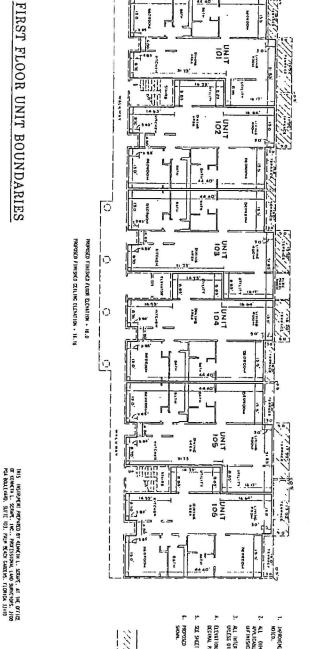
EXHIBIT "B"

SHEET 2 OF 7

SURVEY AND SITE PLAN N.02"72"45"E CONDOMINIUM 1. HERDATIONS SHOWN HEREON AND PREPOSED LINESS OTHERWISE MATER. BODOWITS. CON DOMINIUM IDA SOL OF UNITS 108 eron. 01-19-16-11 100-50-12-11- Seminary page 1881 1 1 100-50-18-11 101 101 101 (W176 107) 101 301 AD 1 INSTRUCT PREPARED BY REPORTED LAND SUPPLIES, AT INC. OFFICE PROFESSIONAL LAND SUPPLIES, 2100 PLA BOALTHAND, SUITE 193, PAIN BLUN CANCOK, FLORIDA 33410 AT THE VILLAGES OF PALM BEACH LAKES TO THE DECLARATION OF CONDOMINIUM WHITEHALL CONDOMINIUMS EXHIBIT "B" A' E 104.13' inch party regions again to deli elimphic communicipisms and to the party regions and the communication and the communication and the communication and the bound of the communication and the bound of the communication and the bound of the communication and the com SUSJEEL IO RIDATS, OF HELL, EMERGENES AND ORDER ALTITLES OF ACCOUNT E PARTA, OF CHO, CHIEF IN SETTION II, TOWNSHIP OF SOOM, AMOS, OF CUST, PASSEMENTATION DATE, DURING MENG AND PARTICULARY RECOVERS AS FALLOWS. THE THE SECRET AND TH 56.01' VILLAGE BOULEVARD VICINITY SKETCH *** #1 NEWNETH L. SCRAPE INC. OF WHITEHALL CONDOMINIUMS

CONDOMINIUM OFWHITEHALL CONDOMINIUMS

AT THE VILLAGES OF PALM BEACH LAKES TO THE DECLARATION OF CONDOMINIUM EXHIBIT "B"



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- 4. ELEVATIONS SHOW HEREON AND PROPOSED WID AND IN FELT AND DECIMAL PARTS THEREOF AND REFER TO M.C.Y.D., 1979.
- 5. SEE SHEET 3 FOR CYTERIOR BUILDING DIHUGGIOG.
- 6. PROPERTY FINISHED FLOOR AND CEILLING ELEVATIONS ARE AS

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VILLAGES OF PALM BEACH LAKES

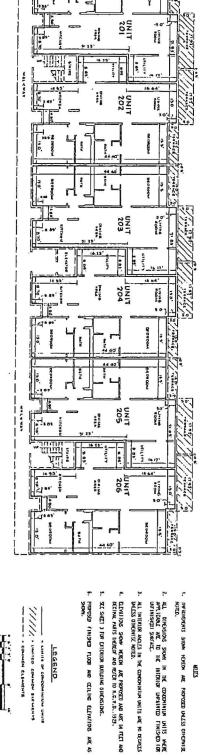
**REMMETH L. SCRAPE, PMC.

**RETISION OF DELIVERY OF DELIVER CONDOMINIUM 7
OF WHITEHALL CONDOMINIUMS

CONDOMINIUM 7 OF WHITEHALL CONDOMINIUMS

AT THE VILLAGES OF PALM BEACH LAKES TO THE DECLARATION OF CONDOMINIUM EXHIBIT "B"





PROPOSED FINISHED CEILING ELEVATION - 34.66

PROPOSED FINISHED FLOOR CLEVATION - 26.5

///// . TIMILED COMMON STENSING PILITY LEGEND

---- - COMMON ELEMENTS

CONDOMINIUM 7
OF WHITEHALL CONDOMINIUMS

INIS INSTRUMENT PREPARED BY KEWETH L. SCHAME, AT THE OFFICE OF KEWECHELL, SCHAME, INC., PROFESSIONAL LIND SLAWFORS, 2700 PEA BOALEVARD, 2011E 103, PALM BEADY GARCES, FLORIDA 33110

SECOND FLOOR UNIT BOUNDARIES

VILLAGES OF PAIM BEACH LAKES

KEMETH L. SCHAFE INC.

METHERM LAN CONTROL

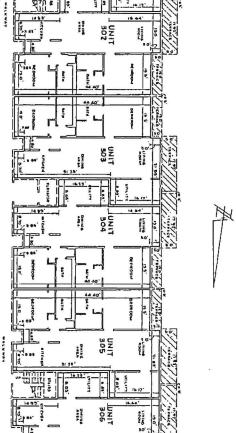
AND PAICE LARGE, A., No CONTROL

THE PAICE LARGE, A., NO C

CONDOMINIUM 7 OFWHITEHALL CONDOMINIUMS

AT THE VILLAGES OF PALM BEACH LAKES EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM



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2. ALL DIMENSIONS SHOWN IN THE CONSTRUCTION WITH WITH SHOW OF THE INTERIOR LIMITED FINISHED FOR THE INTERIOR LIMITED FOR THE INTERIOR LIMITED FINISHED FOR THE INTERIOR LIMITED FOR THE INTERIOR LIMITED

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S. SEE SHOET I FOR EXTERIOR BUILDING DIRECKINGS.

6. PEPOSED FINISHED FLOOR AND CEILING ELEVATIONS AND AS SHOWN.

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THIS INSTANCENT PROPERTY OF REPORTS FOR A THE OFFICE OF REMOTHEL. SCART, INC., PROFESSIONAL LAW SUPPERIORS, 2100 PAIN BLACK CARDIS, FLORIDA 11410

THIRD FLOOR UNIT BOUNDARIES

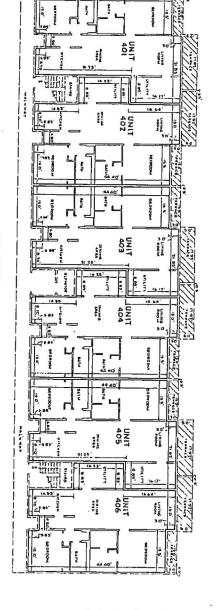
PROPOSED FINISHED CEILING CLEVATION . 43.14 PROPOSCO FINISHED FLOOR ELEVATION - 31.0

OF WHITEHALL CONDOMINIUMS

CONDOMINIUM 7 OF WHITEHALL CONDOMINIUMS

AT THE VILLAGES OF PALM BEACH LAKES TO THE DECLARATION OF CONDOMINIUM EXHIBIT "B"





PROPOSED FINISHED CEILING ELEVATION . 52.74 PROPOSOD FINISHOD FLOOR ELEVATION - 43.5

INS INSTRUCES PROPRED BY COMESS LAND STRUCTURES, 2700 OF KLAMESS LAND, SHEET 103. PAUN BEACH GAROCHE. FLORIDA 33410 FEA MOLLEN CARROLL STRUCTURES AND STRUCTURES.

FOURTH FLOOR UNIT BOUNDARIES

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3. ALL INTERIOR AWALES IN THE CONCOMINIUM UNITS ME TO DEGREES UNLESS OTHERWISE HOTED. DECIMAL PARTS THEREOF AND REFER TO M.C.Y.O., 1929.

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LEGEND

VILLAGES OF PALM BEACH LAKES OF WHITEHALL CONDOMINION TO

MEMMETH L. SCRAPE INC.

CONDOMINIUM 7 OF WHITEHALL CONDOMINIUMS AT THE VILLAGES OF PALM BEACH LAKES A CONDOMINIUM

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REPLAT OF TRACTS "T", "U", "V" AND A PORTION OF TRACT "114" OF VILLAGES OF PALM BEACH LAKES PLAT NO. 2, AS RECORDED IN PLAT BOOK 47, AT PAGES 185 AND 186, IN AND FOR THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 02°22'47" WEST, ALONG THE EASTERLY LINE OF SAID REPLAT AND THE WESTERLY RIGHT-OF-WAY LINE OF VILLAGE BOULEVARD (120' RIGHT-OF-WAY) (THE EASTERLY LINE OF SAID REPLAT IS ASSUMED TO BEAR SOUTH 02°22'47" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 855.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 02°22'47" WEST, ALONG THE EASTERLY LINE OF SAID REPLAT AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID VILLAGE BOULEVARD, A DISTANCE OF 55.02 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST, DEPARTING FROM THE EASTERLY LINE OF SAID REPLAT AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID VILLAGE BOULEVARD, A DISTANCE OF 113.43 FEET TO A POINT; THENCE SOUTH O8°40'44" EAST A DISTANCE OF 104.13 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST A DISTANCE OF 36.0 FEET TO A POINT; THENCE SOUTH 08°40'44" EAST A DISTANCE OF 9.0 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST A DISTANCE OF 36.0 FEET TO A POINT; THENCE NORTH 08°40'44" WEST A DISTANCE OF 9.60 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST A DISTANCE OF 36.0 FEET TO A POINT; THENCE NORTH 08°40'44" WEST A DISTANCE OF 27.0 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST A DISTANCE OF 36.0 FEET TO A POINT; THENCE SOUTH 08°40'44" EAST A DISTANCE OF 18.70 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST A DISTANCE OF 39.0 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST A DISTANCE OF 39.0 FEET TO A POINT; THENCE SOUTH 08°40'44" EAST A DISTANCE OF 30,49 FEET TO A POINT; THENCE SOUTH 81°19'16" WEST A DISTANCE OF 100.34 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID REPLAT; THENCE NORTH 02°22'45" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 12.20 FEET TO A POINT; THENCE NORTH 08°40'44" WEST, CONTINUING ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 220.67 FEET TO A POINT; THENCE SOUTH 85°57'16" EAST, DEPARTING FROM THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 100.47 FEET TO A POINT; THENCE SOUTH 08°40'44" EAST A DISTANCE OF 43.0 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 39.42 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 34.0 FEET, A CENTRAL ANGLE OF 09°00'29" AND A RADIAL BEARING AT THIS POINT OF S4.0 FEET, A CENTRAL ANGLE OF 09 00 29 AND A RADIAL SEARING AT THIS FOINT OF SOUTH 89°40'15" EAST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.35 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 08°40'44" EAST A DISTANCE OF 32.0 FEET TO A POINT; THENCE SOUTH 08°40'44" EAST A DISTANCE OF 72.0 FEET TO A POINT; THENCE SOUTH 08°40'44" EAST A DISTANCE OF 36.60 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 36.60 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 36.60 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 36.60 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 36.60 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 36.60 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 36.13 FEET TO 62.0 FEET TO A POINT; THENCE NORTH 08°40'44" WEST A DISTANCE OF 86.13 FEET TO A POINT; THENCE NORTH 81°19'16" EAST A DISTANCE OF 133.99 FEET TO THE POINT OF BEGINNING.

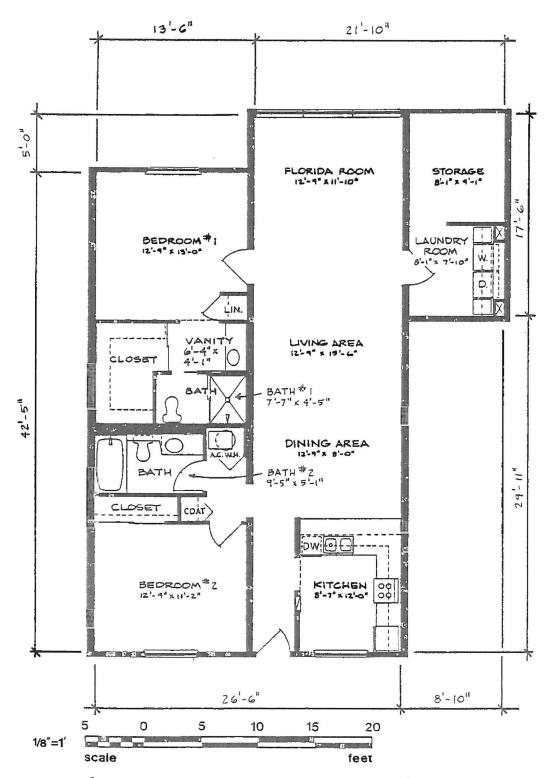
CONTAINING IN ALL 1.07 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY. EASEMENTS AND OTHER MATTERS OF RECORD.

APARTMENTS OI

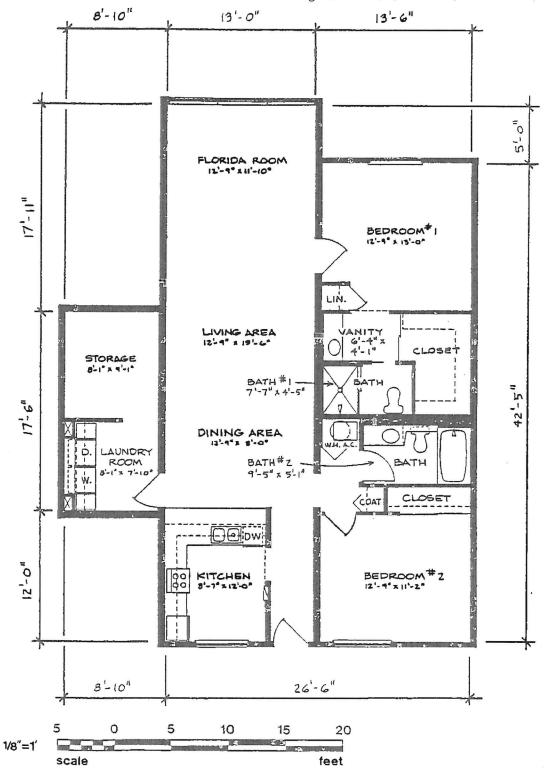
limited to buildings #1 thru #6







APARTMENTS 02
limited to buildings #1 thru #6



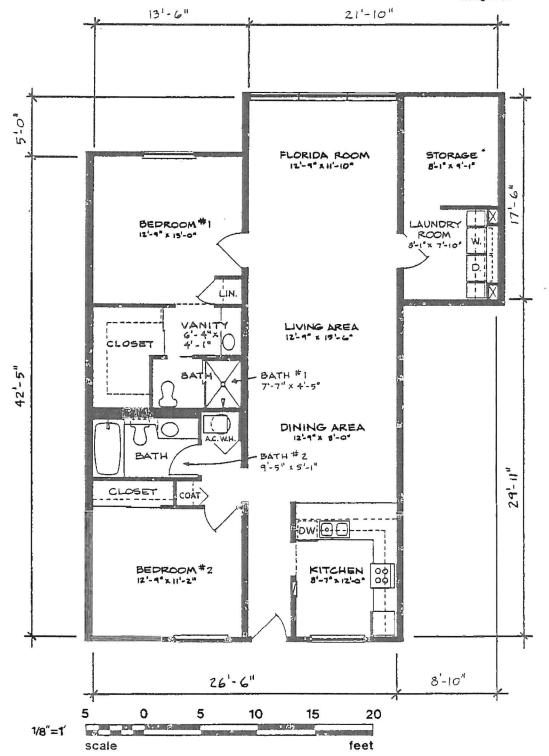
Whitehall

APARTMENTS 03

limited to buildings #1 thru #6

All dimensions are approximate and may vary or change due to construction requirements.

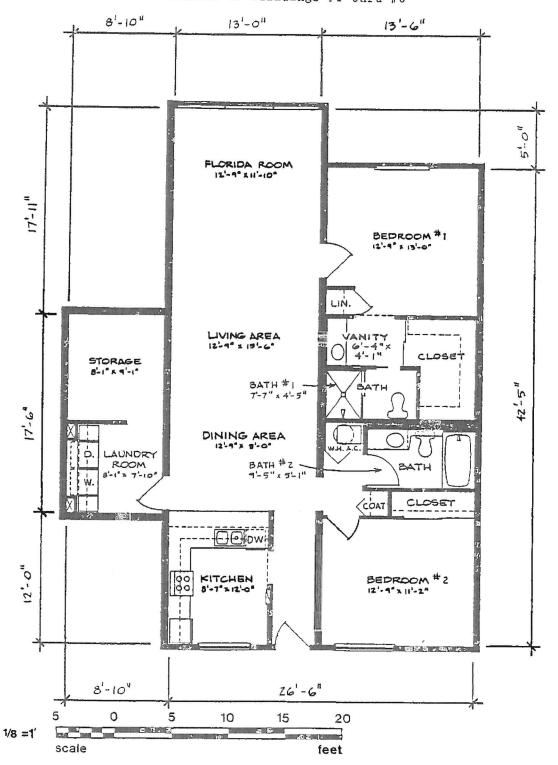
*On the first floor, apartment 103, there is no storage room



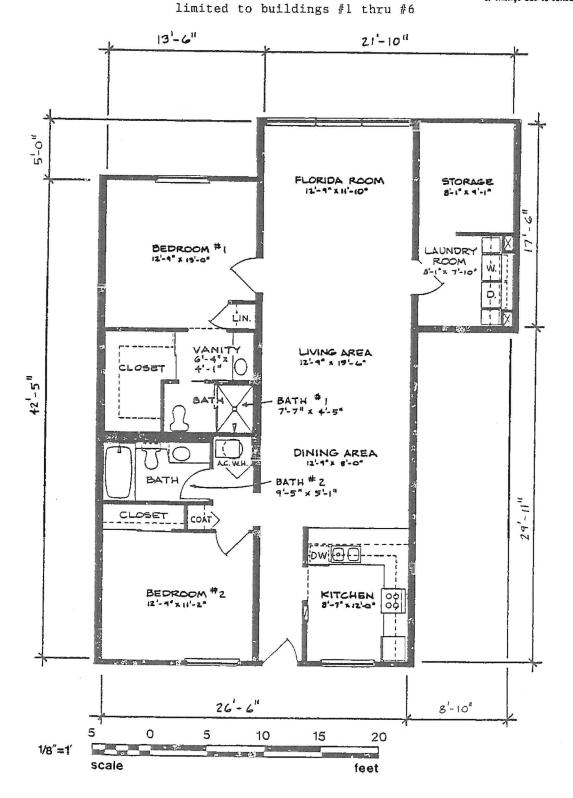


All dimensions are approximate and may vary or change due to construction requirements.

limited to buildings #1 thru #6



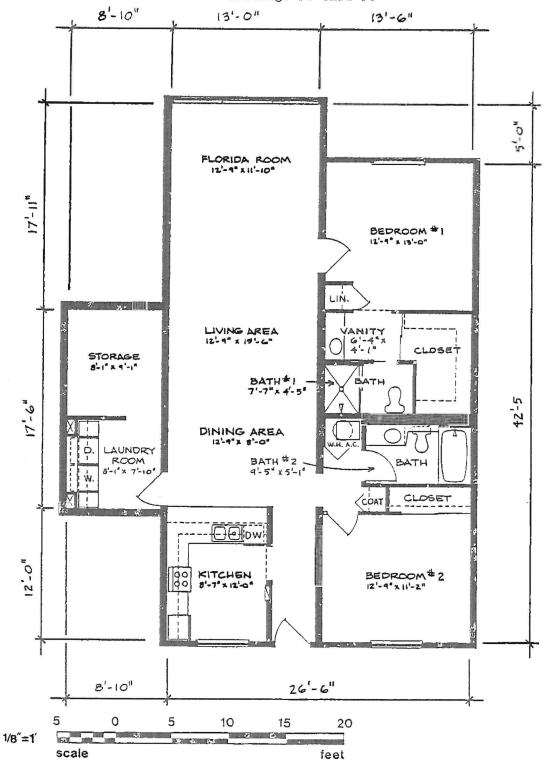
Whitehall



Whitehall

APARTMENTS 06

limited to buildings #1 thru #6

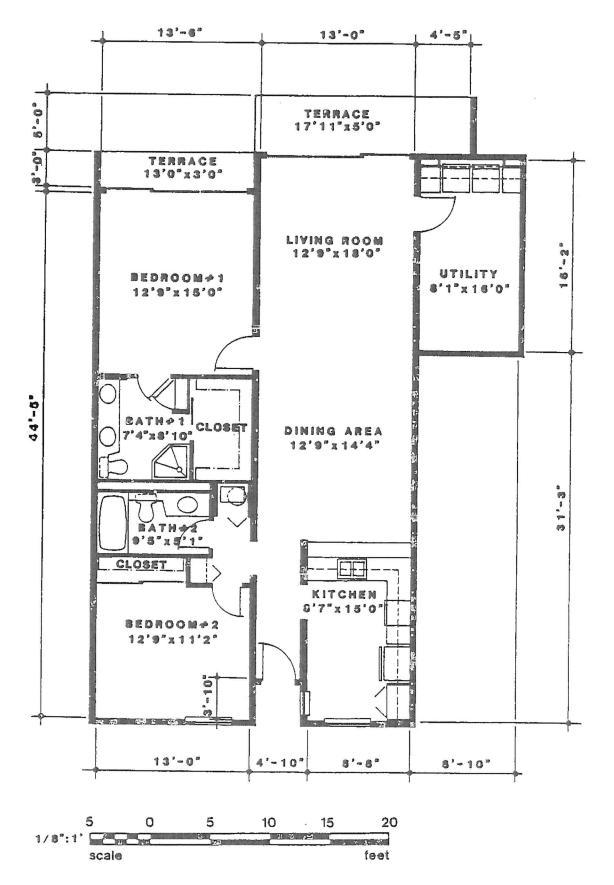




All dimensions are approximate and may vary or change due to construction requirements.

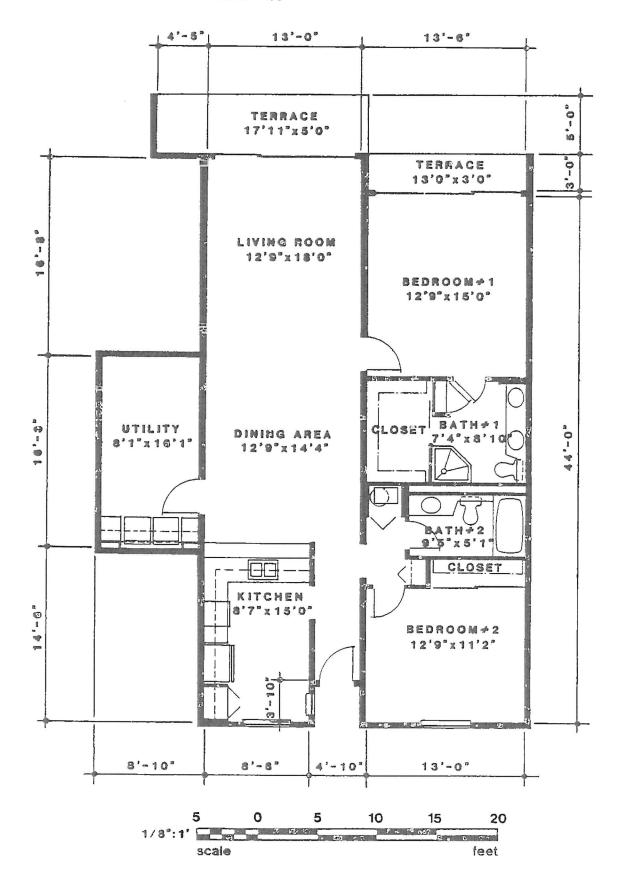
TYPICAL FLOOR PLAN APARTMENT 01

Limited to buildings #7 thru #20





Limited to buildings #7 thru #20





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scale

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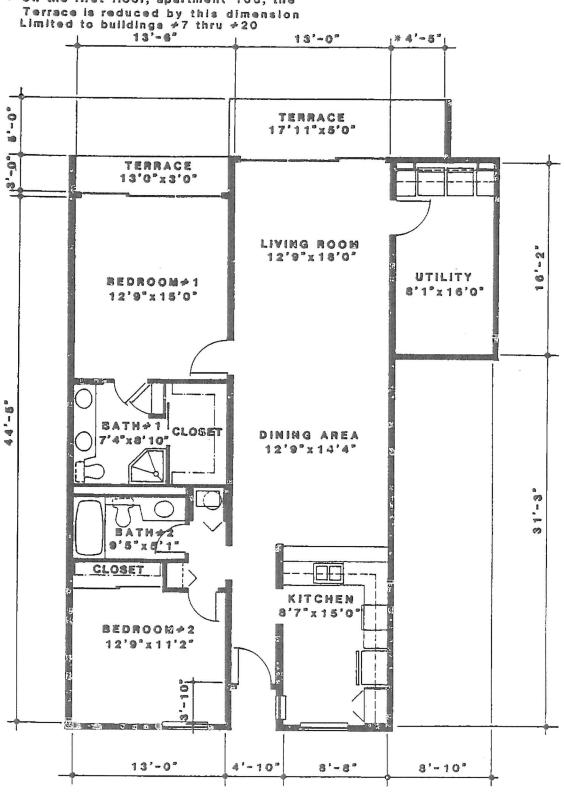
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All dimensions are approximate and may vary or change due to construction requirements.

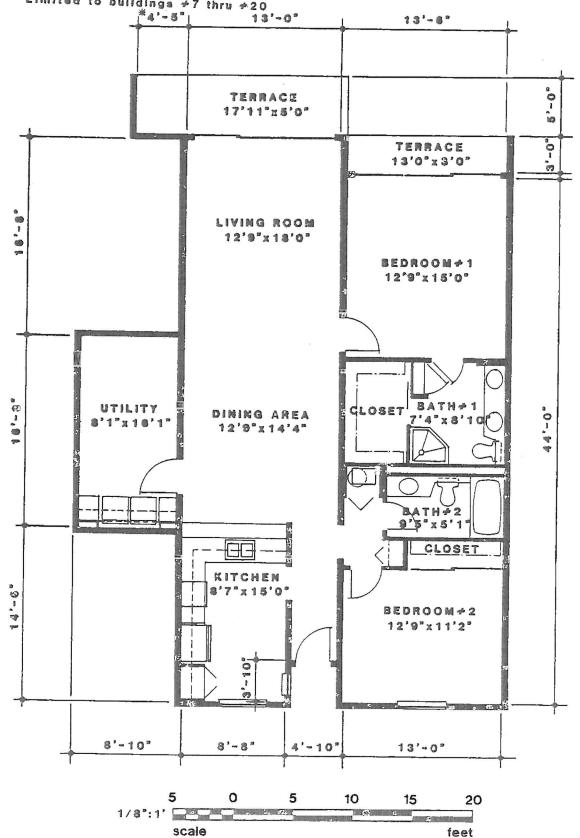
* On the first floor, apartment 103, the





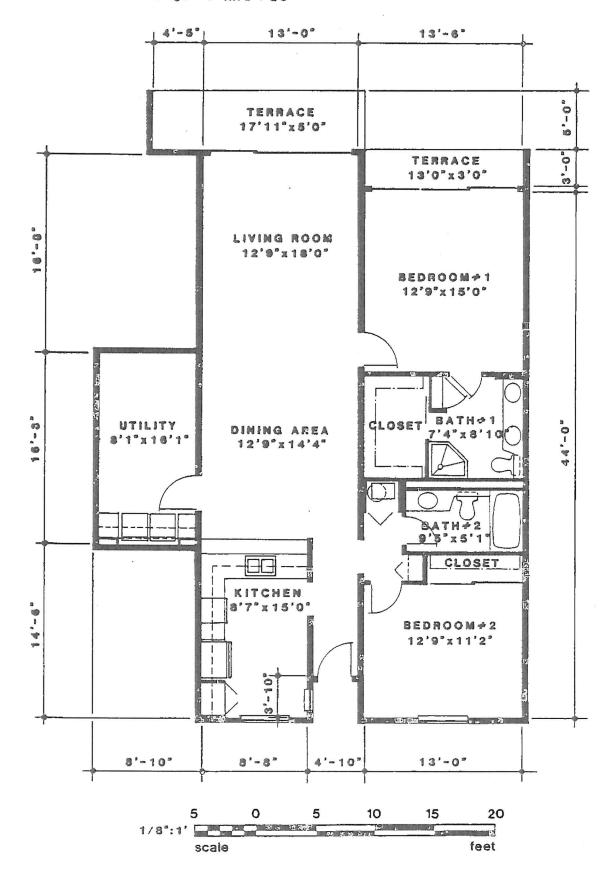
All dimensions are approximate and may vary or change due to construction requirements.

* On the first floor, spartment 104, the Torrace is reduced by this dimension Limited to buildings #7 thru #20





Limited to buildings #7 thru #20



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Oignelly-10 Percentage

form of Special Condominium Warranty Deed, including the following: (a) terms, conditions, restrictions, covenants and provisions of the Condominium Documents; (b) zoning regulations and ordinances; (c) real estate taxes for the year of closing and subsequent years; (d) facts shown on the survey and site plan attached or to be attached to the Declaration of Condominium; (e) all reservations, restrictions and easements of record and easements referred to in the Condominium Documents; (f) standard exceptions to title contained in an Owner's Title Insurance Policy (found in an ALTA Owner's Policy of Title Insurance, Standard From A-1970, or its equivalent; (g) the Recreational Covenants Agreement; (h) the Villages of Palm Beach Lakes Declaration of Covenants and Restrictions, and the other Condominium Documents.

- C. This Contract is and will be subject and subordinate to the liens of any mortgage on the Condominium; provided, however, that Seller shall cause any such mortgage to be discharged of record as to the herein described Condominium Parcel contemporaneously with the delivery or recording of the Special Condominium Warranty Deed to the Condominium Parcel. The acceptance of the Special Condominium Warranty Deed by Purchaser shall be deemed to be acceptance of full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract, except obligations, if any, under Article XII H herein.
- D. (i) At the closing, the Seller will pay for: all state documentary stamps and recording fees on the Special Condominium Warranty Deed; the owners' title insurance delivered to the Purchaser; and all costs of closing the mortgage loan (if Purchaser elects to obtain mortgage financing in the type and amount and through the Designated Mortgagee described in Article II B.1. and Schedule A) including any mortgagee commitment fee and mortgagee title insurance, but excluding any prepayments of interest, taxes, hazard and fire insurance, private mortgage insurance, maintenance, or other prepayments.
- (ii) At the closing, the Purchaser will pay for: all costs of closing the mortgage loan (if Purchaser elects to obtain mortgage financing through a lender other than the Designated Mortgagee described in Article II B.1.); all prepayments of interest, taxes, hazard and fire insurance, private mortgage insurance, and a prorated sum to pay an Apartment Owner's share of casualty, flood, and fidelity bond insurance for one year in advance; other prepayments required by the lender; a proration of real estate taxes for the Apartment; a proration of the maintenance assessment for the period from the date of closing to the end of the quarter-annual period in which the closing takes place which shall include maintenance for the Association and for the Villages of Palm Beach Lakes Property Owners Association, Inc.; and a capital contribution sum which is equivalent to 2-months maintenance assessment.

(iii) Maintenance assessments for the Association shall be due and payable quarterly in advance. The initial maintenance assessment for the Association at the time of the expected completion date is estimated and expected to be approximately One Hundred Twelve

X

- (\$112.00) per month. After the closing, the Purchaser shall pay the maintenance assessment promptly on its due date to the Association. If the real estate tax bills are not available at the time of Closing, Purchaser shall pay an amount with respect thereto as is estimated by Seller with adjustment to be made within thirty (30) days of the issuance of such bills. This last stated provision shall survive Closing of this Contract.
- E. Purchaser also agrees to execute any closing statements or other documents which may be required in connection with the Closing of this Contract or closing of any mortgage financing desired by Purchaser, whether or not such financing is closed simultaneously with the Closing of this Contract. In the event Closing is not completed on the date noticed for Closing due to the fault of Purchaser, Purchaser shall pay Seller an amount equal to interest accruing daily at eighteen percent (18%) per annum (the highest rate permitted by law) on the unpaid balance of the Purchase Price from the date noticed for Closing until the actual Closing occurs and all monies to be paid by Purchaser to Seller pursuant to the terms of this Contract are received by Seller. For purposes of calculating prorations at Closing, the date specified in the notice of Closing shall be the date of Closing.

IX ESCROW OF DEPOSIT MONIES

- Α. Seller has established an escrow account in accordance with Section 718.202(1) of the Act with Wood, Cobb, Murphy and Craig, Attorneys-at-Law, P. O. Box 2549, West Palm Beach, Florida 33402 ("Escrow Agent"), which account shall hereinafter be referred to as the "Escrow Account". Seller reserves the right to designate a different Escrow Agent (the "New Escrow Agent"), provided the New Escrow Agent is one of the parties designated by Section 718.202(1) of the Act, and provided that the name and address of the New Escrow Agent is sent to Purchaser. Unless another form of assurance including, but not limited to, a surety bond or an irrevocable letter of credit in an equal to the escrow requirements of Section 718.202(1) of the Act is authorized by the Director of the Division of Florida Land Sales and Condominiums of the Department of Business Regulation. all deposit monies received by Seller from Purchaser prior to Closing pursuant to this Contract shall be deposited in the Escrow Account. Such payments shall be held in the Escrow Account, together with payments other purchasers of condominium parcels in Whitehall Condominiums the Villages of Palm Beach Lakes. Purchaser may, upon written request to the Escrow Agent, obtain a receipt for his deposit.
- B. Purchaser, by his signature, expressly authorizes the Escrow Agent to disburse Purchaser's payments held in the Escrow Account to Seller upon written notice to the Escrow Agent by Seller that Closing has occurred or that Purchaser is in default as provided herein, whichever shall first occur. In the event that the Escrow Agent receives notice of a dispute between Purchaser and Seller regarding