

RECREATIONAL COVENANTS AGREEMENT

THIS RECREATIONAL COVENANTS AGREEMENT (hereinafter referred to as the "Agreement") is made between BURG & DIVOSTA CORPORATION, a Florida corporation (hereinafter referred to as "Developer"), and WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

WHEREAS, Developer owns the property described in Exhibit A, attached hereto (hereinafter called the "Whitehall Land"), and plans to construct thereon residential buildings, roadways and certain recreation areas; and

WHEREAS, Developer deems it desirable to enter into an agreement which shall set forth, among other things, the plan of development and the manner in which the Whitehall Land will be made available to and maintained by the Association and its members ("Apartment Owners"); and

WHEREAS, the Association is the entity responsible for the operation of the "Whitehall Condominiums" (as hereinafter defined) and has entered into this Agreement for the benefit of the Whitehall Condominiums and the Apartment Owners.

NOW, THEREFORE, in consideration of the premises, Developer and Owner hereby enter into this Agreement with the Association which, by the execution hereof, undertakes to perform all of the covenants, conditions and obligations hereinafter set forth.

I. DEFINITIONS

All terms shall have the meaning set forth in the "Act" (as hereinafter defined) and for clarification the following terms have the following meanings:

- A. "Act" means Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature.
- B. "Agreement" means this Recreational Covenants Agreement.
- C. "Apartment" means the portion of a Whitehall Condominium that is subject to private ownership and is a "unit" as defined in the Act.
- D. "Articles" means the Articles of Incorporation of the Association.
- E. "By-Laws" means the By-Laws of the Association.
- F. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the "Condominium Documents" and includes "Recreation Area Expenses" (as those terms are hereinafter defined) under this Agreement.

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G. "Condominium Documents" means in the aggregate this Agreement, the "Declaration" (as hereinafter defined), the Articles, the Bylaws, the Villages of Palm Beach Lakes Declaration of Covenants and Restrictions, and all of the instruments and documents referred to therein and executed in connection with a Whitehall Condominium.

H. "Declaration" means the instrument by which Developer submits a Whitehall Condominium to condominium ownership in accordance with the Act.

I. "Developer" means Burg & DiVosta Corporation, a Florida corporation, its grantees, successors and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

J. "Recreation Area Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses generally arising from ownership of improved real property attributable to the "Recreation Areas" (as hereinafter defined) and specifically described herein, which are part of the Common Expenses of the Whitehall Condominiums.

K. "Whitehall Condominium(s)" means certain lands and improvements which may be submitted to condominium ownership pursuant to a particular Declaration.

## II. PLAN OF DEVELOPMENT

A. Developer is the owner of the Whitehall Land which is legally described on Exhibit A. Developer intends to construct thereon residential buildings and roadways and to submit portions thereof, other than the Recreation Areas, to condominium ownership pursuant to the Act in accordance with the property plan for the Whitehall Land attached hereto as Exhibit B ("Property Plan"). All of the land thus submitted and the Recreation Areas will be operated by the Association, and all of the Apartment Owners will be members of the Association. Each Whitehall Condominium, and the Apartment Owners therein, and their invitees, licensees, guests, successors and assigns shall have the right to the use of the Recreation Areas and all the facilities and improvements located thereon together with the obligation to pay the Recreation Area Expenses.

B. This Agreement shall be one of the Condominium Documents for each Whitehall Condominium and the Association has entered into this Agreement so as to acquire the possessory and use interests in the Recreation Areas for the enjoyment, recreation and other use and benefit of Apartment Owners.

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C. Because of the unique features of the development of Whitehall Condominiums and the continuing necessity to preserve the plan of development, Developer has set forth covenants as to the use of the Recreation Areas, which covenants shall run with the land described in Exhibit A and the Apartments thereon, and which covenants are set forth in Article III of this Agreement.

D. It is contemplated that the Whitehall Land will contain twenty (20) Whitehall Condominiums and in the aggregate four hundred eighty (480) Apartments. The Association hereby acknowledges and agrees that Developer shall not be obligated to complete the development of Whitehall Condominiums except to the extent that Developer shall determine. While it is not the intent of the Developer to relinquish control of the development, in the event that Developer's mortgagee obtains title to the development, the mortgagee may decide in its sole discretion not to complete the plan of development as presently intended, except for residential buildings previously submitted to Declaration of Condominium. Said mortgagee shall have the right to use all access roads, common areas, and Recreation Areas when in control of the development, and shall be authorized to modify the plan of development, including the ability to add members to the Association. All rights reserved in favor of said mortgagee herein shall extend also to its successors and assigns.

E. At the "Turnover Date" (as hereinafter defined), Developer shall convey the Recreation Areas to the Association in fee simple subject to the covenants herein contained and the covenant that the Recreation Areas shall not be mortgaged, leased or conveyed by the Association (except to the Apartment Owners upon the termination of the condominium as provided for in each Declaration). The effect of the conveyance to the Association shall be to vest title to the Recreation Areas in the Association subject to the covenants herein contained and subject to the continuing obligation of the Apartment Owners to pay the Recreation Area Expenses to the Association. The term "Turnover Date" shall be the earlier of the following dates:

(1) Three (3) years after the first sale by Developer of an Apartment contained in Whitehall Condominiums of the Villages of Palm Beach Lakes has been closed, which closing shall be evidenced by the recording of an instrument of conveyance of an Apartment to a Purchaser Member amongst the Public Records of Palm Beach County, Florida; or

(2) One hundred twenty (120) days after sales by Developer of seventy percent (70%) of the Total Apartments contemplated to be contained in Whitehall Condominiums of the Villages of Palm Beach Lakes ("Total Apartments") have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County, Florida; or

(3) When all of the Total Apartments have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the

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others are being offered for sale by Developer in the ordinary course of business; or

(4). When some of the Total Apartments have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

### III. PROVISIONS RELATING TO THE USE RESTRICTIONS, LAND USE COVENANTS AND EASEMENTS

In consideration of the benefits hereinafter contained and the payment of Recreation Area Expenses, Developer does hereby declare and the Association agrees that the Whitehall Land is hereby committed to the following land uses:

A. Residential Property: Portions of the Whitehall Land designated as "Residential Property" on the Property Plan shall be for residential use only and shall be subject to land use covenants to be impressed upon the Residential Property by the terms of the Declarations and any "Rules and Regulations" (as hereinafter defined) adopted by the Association. The roadways designated on the Property Plan shall be part of the Residential Property. The roadways shall always be kept and maintained for roadways and as a means of ingress and egress to and from, between and among, publicly dedicated streets and other Whitehall Condominiums and the Recreation Areas. Street lights may be installed on the roadways as Developer shall, in its sole discretion, determine but in accordance with the requirements of the appropriate governmental agencies. Until the Turnover Date, the costs of installation of any street lights may be advanced by Developer to be reimbursed by the Association. After the Turnover Date, the Association shall directly pay such costs of installation, maintenance and service charges.

B. Recreation Areas: Portions of the Whitehall Land designated as "Recreation Areas" on the Property Plan shall be made available for the use and enjoyment of the Association and the Apartment Owners solely in accordance with the covenants herein set forth. Four (4) Recreation Areas are planned to be constructed on the Whitehall Land, as described on the Property Plan. The Recreation Areas will have certain improvements constructed thereon, including a recreation building, a swimming pool, mens' and womens' toilets, dressing facilities and walkways. It is presently contemplated that the Recreation Areas will be completed at approximately the same time as the issuance of a certificate of occupancy for the twentieth Whitehall Condominium.

C. The Recreation Areas are reserved for the exclusive use of the Association, Apartment Owners, their family members, guests, invitees and lessees in accordance with the terms of this Agreement and any Rules and Regulations.

D. The Board of Directors of the Association ("Board") shall impose rules and regulations regulating the use and enjoyment of the

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Recreation Areas and the Residential Property ("Rules and Regulations"). The Rules and Regulations so promulgated shall in all respects be consistent with the use covenants set forth in this Agreement. The Board may modify, alter, amend and rescind such Rules and Regulations provided such modifications, alterations, amendments and rescissions are consistent with the use covenants set forth herein.

E. Developer, on behalf of itself and its nominees, reserves the right to enter and transact upon the Whitehall Lands, including the Recreation Areas, any business necessary to consummate the sale, lease or encumbrance of Apartments or other residential units being developed and sold by Developer in other portions of the Whitehall Land including, but not limited to, the right to maintain models and a sales office, place signs or employ sales personnel and use the Recreation Areas. Developer further reserves the right to make repairs to the Whitehall Land and carry on construction activities. Developer and its nominees may exercise the foregoing rights without notifying the Association.

F. Developer hereby grants the following easements and reserves the right to grant such additional easements over, under, in and upon the Residential Property and the Recreation Areas in favor of Developer, the Association, its designees (including managing companies) and Apartment Owners and appropriate utility and other service corporations or companies and agencies of the state, city and political subdivisions thereof, for ingress and egress for persons, vehicles and bicycle paths and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, drainage, television transmission facilities (including cable television), security service and facilities in connection therewith and access to publicly dedicated streets. Developer and the Association shall execute, deliver and impose, from time to time, such easements and cross easements for any of the foregoing purposes and at such location or locations as determined by Developer, or, upon the Turnover Date as shall be agreed upon by Developer and the Association.

#### IV. ASSESSMENTS FOR RECREATION AREA EXPENSES APPORTIONMENT AND COLLECTION; ESTABLISHMENT AND ENFORCEMENT OF LIENS

##### A. Affirmative Covenant to Pay Recreation Area Expenses.

In order (a) to fulfill the covenants contained in this Agreement; (b) to preserve the Recreation Areas for the recreation, safety, welfare and benefit of Apartment Owners, their licensees, invitees, guests, family members and lessees; and (c) to provide for maintenance and preservation of the Recreation Areas and the services and amenities provided for herein, there is hereby imposed upon the Whitehall Land and the Apartment Owners therein, the affirmative covenant and obligation to pay the Recreation Area Expenses as defined and more particularly set forth in Article V of this Agreement. Developer and the Association agree that the other Condominium Documents shall

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recognize that all of the covenants set forth in this Agreement, including the affirmative covenants herein set forth, run with the Recreation Areas and the Residential Property and that the assessments for Recreation Area Expenses due hereunder are Common Expenses. Each Apartment Owner by acceptance of a deed or other instrument of conveyance for an Apartment, whether or not it shall be so expressed in any such deed or instrument, shall be obligated and agrees to pay the Association all assessments for Recreation Area Expenses determined in accordance with the provisions of the Condominium Documents.

B. Apportionment.

1. Recreation Area Expenses shall be paid to the Association from assessments of the Apartment Owners and shall be apportioned by the Association amongst all Whitehall Condominiums for which a Declaration of Condominium has been recorded on an equal basis ("Condominium Share"). Thereupon, the Association shall allocate each Condominium Share amongst all Apartments contained in such Whitehall Condominium according to the equal share of each Apartment in the Common Elements of such Whitehall Condominium. Recreation Area Expenses shall be assessed by the Association as the Board shall determine, but no less frequently than quarterly.

2. In the event that the Plan of Development is not completed by Developer, and Developer's mortgagee elects to complete the Plan of Development in a manner different from the Plan of Development as presently intended, Developer's mortgagee may modify the manner in which Recreation Area Expenses shall be apportioned, provided however, that each dwelling unit constructed on the Whitehall Land by said mortgagee shall be allocated a share of Recreation Area Expenses equal to the share of each Whitehall Condominium Apartment.

C. Lien

The annual assessments and special assessments, if any, for Recreation Area Expenses together with interest thereon and costs of collection, including reasonable attorneys' fees at all trial and appellate levels and whether or not suit be instituted, as hereinafter provided, are hereby declared to be a charge on the Residential Property and shall be a continuing lien upon the Residential Property or portion thereon against which each such assessment is made. As to any Whitehall Condominium, the assessment applicable to the Apartments contained therein shall be part of the Common Expenses of that Whitehall Condominium, and shall be collected by the Association in the same manner, by the same procedure and to the same extent as other Common Expenses. Each assessment against an Apartment, together with such interest thereon at the highest rate allowed by law and costs of interest thereon at the highest rate allowed by law and costs of collection thereof, including reasonable attorneys' fees at all trial and appellate levels and whether or not suit be instituted, shall be the personal obligation of the person, persons or entity owning the Apartment so assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach

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County, Florida, of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien the party making payment shall be entitled to a recordable satisfaction of the statement of lien. The provisions of Section 718.116(6), Florida Statutes, are applicable to the assessments hereunder as to Apartments contained in any Whitehall Condominium and, therefore, a first mortgagee acquiring title to an Apartment as a result of foreclosure of such first mortgage or deed in lieu of foreclosure shall not be liable for the share of Recreation Area Expenses or other assessments chargeable to the former Apartment Owner which became due prior to acquisition of title through such foreclosure or deed in lieu of foreclosure. Such past due assessments shall be deemed cancelled unless secured by a claim of lien recorded prior to the recording of the foreclosed mortgage.

#### D. Enforcement

In the event any Apartment Owner shall fail to pay any annual assessment, or installment thereof, or any special assessment or installment thereof charged to his Apartment within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any or all of the following remedies:

1. To accelerate the entire amount of any annual assessment or special assessment for the remainder of the calendar year notwithstanding the provisions for the payment thereof in installments.

2. To advance on behalf of the Apartment Owner default funds to accomplish the needs of the Association. The amount or amounts of monies so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest at the highest legally allowable rate, may thereupon be collected by the Association. Such advance by the Association shall not waive the default of the Apartment Owner in failing to make its payments.

3. The Association may file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. Without waiving its lien rights and its right of foreclosure the Association may file an action at law to collect the assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees at all trial and appellate levels and whether or not suit be instituted.

#### E. Collection By Developer

In the event for any reason the Association shall fail to collect and pay over the Recreation Area Expenses then in that event Developer shall have the right to collect the same as set forth in

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subparagraph D above. The right of Developer to collect the Recreation Area Expenses shall terminate upon the Turnover Date.

#### V. RECREATION AREA EXPENSES

The following expenses of the Recreation Areas are declared to be Recreation Area Expenses which the Association is obligated to collect and pay and Apartment Owners are obligated to pay as provided in Article IV herein:

##### A. Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments and, in general, all taxes and tax liens which may be assessed against the Recreation Areas and against any and all personal property which is now or hereafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

##### B. Utility Charges.

Any and all charges levied for utilities on the Recreation Areas whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer and any other type of utility, or any other type of service charge.

##### C. Liability Insurance.

From and after the date of the execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Areas and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than \$1,000,000.00 for damages incurred or claimed by any one person and for not less than \$1,000,000.00 for damages incurred by more than one person, and for not less than \$25,000.00 for property damage. All such policies will name the Association and Developer, as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered by the Association to Developer.

##### D. Fire, Windstorm and Other Casualty Insurance.

The cost of premiums for insurance to keep insured any and

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all buildings or improvements now located or which may hereafter be built or placed upon the Recreation Areas with good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in any amount that would be sufficient to prevent co-insurance on the part of the parties; provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm or other casualty for which insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Palm Beach County, Florida for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, in addition to the insurance proceeds such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Association or the Association's contractor, then the time of completion shall be extended for such reasonable time as may be required to effect completion of said construction.

E. Maintenance and Repair of Property.

The Association shall, at its own expense, keep and maintain the building, swimming pool, deck areas, walkways, fixtures and improvements which may at any time be situated on the Recreation Areas, Roadways and all appurtenances thereunto belonging or appertaining, including fences, sidewalks and steps in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain said premises and improvements thereon, as well as the sidewalks, approaches and appurtenances in front of and around such building and swimming pool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof, and statutes and the laws of the State of Florida and the United States of America and of any lawful authority applicable to and affecting the same and will protect and indemnify forever, save and keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants and stipulations herein contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches and

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appurtenances adjoining the same by the Association or any person or persons occupying, holding or claiming by, through or under the Association.

F. Management.

In addition to the foregoing, the Association may hire such employees or agents and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Areas. It is, therefore, anticipated that as part of the Recreation Area Expenses, there may be such sums to pay for such labor, equipment, materials and employees or agents.

VI. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire and hazard requirements, zoning requirements, setback requirements, drainage requirements, and other similar requirements designed to protect the public.

VII. LAWFUL USE OF PREMISES

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of the City of West Palm Beach, Palm Beach County, the State of Florida and the United States of America, and all public authorities and boards of officers relating to the Residential Property and the Recreation Areas, or improvements upon the same, or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

VIII. GENERAL PROVISIONS

A. The covenants contained herein shall run with and bind all of the real property described in Exhibit A and shall inure to the benefit of Developer, the Association and the owner of any property subject to this Agreement and their legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two-thirds (2/3) of all Apartments subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. Developer, the Association and Apartment Owners and their grantees, successors or assigns by acceptance of their instrument of conveyance for an Apartment, all acknowledge that the Whitehall Land is being developed under a common plan as set forth in Article II

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herein and in the other Condominium Documents. Such parties further acknowledge that the easement rights, use covenants and obligations to pay Recreation Area Expenses are an integral part of the common plan of development and are required to provide access to and from the various portions of the Whitehall Land and publicly dedicated rights-of-way as well as the operation and maintenance of the Whitehall Land. Accordingly, such parties hereby covenant that no amendment or termination of any Declaration or other Condominium Document shall be passed which will interfere with such common plan or the rights and obligations constituting an integral part of such common plan.

C. The right to modify these regulations and covenants and the terms of this Agreement is hereby reserved to the parties signatory hereto provided that any such modifications shall be placed amongst the Public Records of Palm Beach County, Florida. This right of modification is subject to the following, namely that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of Recreation Area Expenses in a manner that would be disproportionate to any Apartment Owner.

D. In the event that any taxing authority having jurisdiction over Whitehall Condominiums shall levy or assess any tax or special assessment against Whitehall Condominiums as a whole as opposed to levying and assessing such tax or special assessment against each Whitehall Condominium or each Apartment and its appurtenant undivided interest in the Common Elements ("Total Tax"), then such Total Tax shall be apportioned by the Association amongst all Whitehall Condominiums for which a Declaration of Condominium has been recorded on an equal basis ("Condominium Share of Total Tax"). Thereupon, the Association shall allocate each Condominium Share of Total Tax amongst all Apartments contained in such Whitehall Condominium according to the equal share of each Apartment in the Common Elements of such Whitehall Condominium. The Association shall have the same powers to collect and enforce the payment of the Condominium Share of Total Tax, including lien rights, as provided in Article IV hereof for the collection and enforcement of Recreation Area Expenses.

E. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment or order of any court shall not affect any other provisions of this Agreement which shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed by Developer and the Association.

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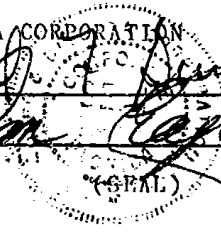
WITNESSES:

Robert D. ...  
Melva N. ...

BURG & DIVOSTA CORPORATION

By: [Signature]

Attest: [Signature]

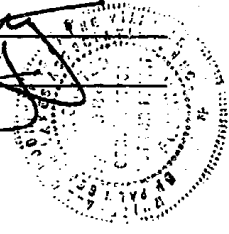


WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC.

Kathleen D. Wheeler  
Patricia D. Rudison

By: X Clifford F. Burg  
Attest: William E. Shannon, Jr.

(SEAL)



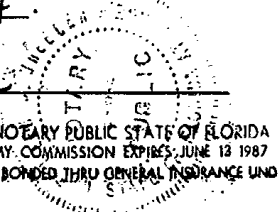
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Clifford F. Burg and Dan Eagle the President and Secretary respectively of BURG & DIVOSTA CORPORATION, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of August, 1984.

Kathleen D. Wheeler  
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 13 1987  
BONDED THRU GENERAL INSURANCE UND



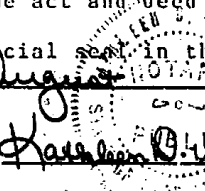
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Clifford F. Burg and William E. Shannon, Jr. the President and Secretary respectively of WHITEHALL CONDOMINIUMS OF THE VILLAGES OF PALM BEACH LAKES ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of August, 1984.

Kathleen D. Wheeler  
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 13 1987  
BONDED THRU GENERAL INSURANCE UND



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EXHIBIT A

Tract "S" , VILLAGES OF PALM BEACH LAKES, Plat No. 2, according to the Plat thereof recorded in Plat Book 44 pages 1-19, inclusive , Public Records of Palm Beach County, Florida, together with Tracts "T" , "U", and "V", replat of Tracts "T", "U", "V", and a portion of Tract 114, of VILLAGES OF PALM BEACH LAKES, Plat No. 2, recorded in Plat Book 47, pages 185-186, inclusive, . Public Records of Palm Beach County, Florida.

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RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

*Pi*  
RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT